

SCHEDULES TO ASSET PURCHASE AGREEMENT

BETWEEN

TWG CAPITAL, INC., A DELAWARE CORPORATION,

AS DEBTOR-IN-POSSESSION,

as

"SELLER"

and

CARMEL FUNDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

as

"BUYER"

**Schedule 1.1(b)
Ownership Interests**

IR Finance 1, LLC		100%
Insurance Receivables 1, LLC		Minority Interest (80 of the 100 units of Class B member interests)

Schedule 1.1(e)
Assumed Contracts

1. Subservicing Agreement, dated as of September 13, 2012, between Inservico, Inc. and Seller
2. Management Services Agreement, dated July 25, 2008, between Seller and IR Finance 1, LLC
3. D&O Insurance Policy with Continental Casualty Company, MJ Insurance, Policy No. 169788614, through 7/24/2013;
4. Employment Agreement between the Seller and Mark Nondorf, dated August 6, 2007; and
5. Employment Agreement between the Seller and Melanie Otto, dated August 6, 2007, as amended, September 13, 2012.

**Schedule 3.4
Pending Litigation**

CAPTION OF SUIT AND CASE NUMBER	International Real Estate Holding Company, LLC vs TWG Capital, Inc. Cause No. 49D13-1204-MF-017400
NATURE OF PROCEEDING	Litigation brought by former landlord seeking repayment of holdover rent surcharge and common area maintenance costs
COURT OR AGENCY AND LOCATION	Marion County Superior Court 13 State of Indiana
STATUS OR DISPOSITION	Pending

CAPTION OF SUIT AND CASE NUMBER	Bradle et al. vs TWG Capital, Inc. Case No. 01-cv-2011-094511.00
NATURE OF PROCEEDING	Litigation brought by former agents of Long Term Preferred Care
COURT OR AGENCY AND LOCATION	U.S. District Court Northern District of Alabama
STATUS OR DISPOSITION	Pending

Schedule 3.6

Permitted Liens (not otherwise identified in Section 3.6)

- Leaf Funding, Inc., filed for informational purposes only per a lease agreement for copier system serial number 8090070

Exhibit 5.3(a)
Procedures Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re:) Chapter 11
)
TWG CAPITAL, INC.,) Case No. 12-11019-BHL-11
)
Debtor.)

ORDER GRANTING MOTION FOR ENTRY OF AN ORDER (I) APPROVING CERTAIN BIDDING PROCEDURES WITH RESPECT TO THE SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF THE DEBTOR'S ESTATE; (II) SCHEDULING AN AUCTION AND SUBSEQUENT HEARING TO CONSIDER THE SALE OF THE DEBTOR'S ASSETS; AND (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF

This matter is before the Court on the *Motion For Entry of an Order (I) Approving Certain Bidding Procedures With Respect to the Sale of Substantially All of the Assets of the Debtor's Estate; (II) Scheduling An Auction and Subsequent Hearing to Consider the Sale of the Debtor's Assets; and (III) Approving the Form and Manner of Notice Thereof* (the "Procedures Motion") filed by TWG Capital, Inc., the debtor and debtor-in-possession (the "Debtor" or the "Seller") in the above-captioned chapter 11 case (the "Chapter 11 Case"),

seeking entry of an order (i) approving certain bidding procedures for the sale of substantially all of the assets of the Debtor's estate, (ii) scheduling an auction and subsequent hearing to consider the sale of the Debtor's assets; and (iii) approving the form and manner of notice thereof.

Upon consideration of the Procedures Motion, and upon the record of the hearing held on the Procedures Motion and the record in the Chapter 11 Case, and being otherwise duly advised, the Court now finds and concludes that:

A. On September 14, 2012, the Debtor filed with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Court") its voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the Chapter 11 Case.

B. The Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. No trustee, examiner, or committee has been appointed in the Chapter 11 Case.

C. This Court has jurisdiction over the matters raised in the Procedures Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The Debtor has articulated a sound business justification for the proposed sale and has demonstrated that the proposed bidding procedures attached to the Procedures Motion (the "Bidding Procedures") will maximize the proceeds realized for the benefit of the Debtor's estate and are in the best interests of the Debtor's estate and creditors.

E. The Debtor has entered into the Purchase Agreement with Carmel Funding, LLC, a stalking horse bidder (the "Stalking Horse Bidder").

F. The Bidding Procedures, the Break-up Fee¹ and the Overbid Protection are reasonable and appropriate to maximize the return on the Assets.

G. The Break-up Fee to be paid under the circumstances as set forth in the Purchase Agreement, and the Overbid Protection are (a) actual and necessary costs and expenses of preserving the Debtor's estate, within the meaning of section 503(b) of the Bankruptcy Code, (b) commensurate to the real and substantial benefit conferred upon the Debtor's estate by the Stalking Horse Bidder, (c) reasonable and appropriate, in light of the size and nature of the proposed transaction and comparable transactions, the commitments that have been made, and the efforts that have been and will be expended by the Stalking Horse Bidder, and (d) necessary to induce the Stalking Horse Bidder to continue to pursue the transaction and to continue to be bound by the Purchase Agreement.

H. The Debtor's bankruptcy estate's authorization to pay the the Break-up Fee is an essential inducement and condition relating to the Stalking Horse Bidder's entry into, and continuing obligations under, the Purchase Agreement. Unless it is assured that the Break-up Fee will be made in each of the circumstances described in the Purchase Agreement, the Stalking Horse Bidder is unwilling to remain obligated to purchase the Assets or be otherwise bound under the Purchase Agreement (including the obligation to maintain committed to its offer while such offer is subjected to higher or otherwise better offers as contemplated by the Bidding Procedures). The Debtor's promise to pay the Break-up Fee has induced the Stalking Horse Bidder to submit a bid that will serve as a minimum or floor bid on which the Debtor, its creditors, and other prospective bidders can rely. The Stalking Horse Bidder has provided a material benefit to the Debtor and its creditors by increasing the likelihood that the best possible

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Procedures Motion or the Purchase Agreement.

purchase price for the Assets will be received. Accordingly, the Break-up Fee is reasonable and appropriate and represents the best method for maximizing value for the benefit of the Debtor's estate and creditors.

I. In compliance with Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure, proper and adequate notice of the Procedures Motion and the hearing thereon has been provided and no other or further notice is necessary.

J. There are sufficient business justifications to approve the Bidding Procedures, the Break-up Fee and the Overbid Protection, and the other relief requested in the Procedures Motion. Accordingly, the relief requested in the Procedures Motion is in the best interests of the Debtor, its estate, and its creditors.

K. Good and sufficient cause exists for the granting of the relief requested. Accordingly,

IT IS HEREBY ORDERED that:

1. The Procedures Motion is GRANTED in its entirety.
2. All objections to the Procedures Motion or the relief requested therein that have not been withdrawn, waived, or settled, any all reservations of rights included therein, are hereby overruled on their merits.
3. The Bidding Procedures attached to the Procedures Motion, including without limitation all deadlines set forth therein, the Break-up Fee and the Overbid Protection, are approved in all respects.
4. The Debtor is authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures and this Order. Where the terms of this Order vary from the terms of the Purchase Agreement or the terms proposed in the Procedures Motion,

this Order shall control.

5. As scheduled below, the Court will conduct the Sale Hearing to consider approval of the proposed sale to the Stalking Horse Bidder, subject to higher and better bids received by way of an auction (the "Auction") to be held at the offices of _____ in _____, Indiana on _____, 2012 at __:___ _m EST.

6. The Break-up Fee. If the Closing with the Stalking Horse Bidder does not occur as a result of (A) the Seller's breach of the Purchase Agreement or (B) the Seller's receipt of a third party offer at the Approval Hearing (and such third party offer is subsequently approved by the Bankruptcy Court and closes), then the Stalking Horse Bidder will be entitled to receive from the Seller (i) reimbursement of its out of pocket expenses incurred and actually expended in connection with the Sale Process, not to exceed the sum of \$10,000 (the "Expense Reimbursement") and (ii) a flat fee payment (not dependent on amounts actually expended or incurred by the Stalking Horse Bidder) in cash in an amount equal to \$10,000 (together with the Expense Reimbursement, the "Break-up Fee").

a. If the Closing with the Stalking Horse Bidder does not occur as a result of the Seller's breach of the Purchase Agreement and a termination of the Purchase Agreement by the Stalking Horse Bidder, the Seller is authorized and directed, without further order of this Court, to pay the Stalking Horse Bidder the Break-up Fee, which shall be paid out of the Seller's bankruptcy estate, and the claim or claims of the Stalking Horse Bidder to payment of the Break-up Fee shall constitute an allowed superpriority administrative expense claim arising under Bankruptcy Code §§ 364(c), 503(b), 506(c) and 507(a)(1).

b. If the Closing with the Stalking Horse Bidder does not occur as a result of the Seller's receipt of a third party offer at the Approval Hearing (and such third party

offer is subsequently approved by the Bankruptcy Court and closes), then (i) the Successful Bidder (as hereinafter defined) and/or the Seller shall be directed to immediately cause the Break-up Fee to be paid to the Stalking Horse Bidder directly from the proceeds associated with the sale to such Successful Bidder; provided, however, that in the event that a third party sale is not consummated within 15 days following the Sale Hearing, the Seller and the Stalking Horse Bidder shall close the transactions contemplated by the Purchase Agreement upon the terms and conditions set forth in the Purchase Agreement as modified by any Overbid by the Stalking Horse Bidder, and (ii) pursuant to §§ 364(c)(1) and 506(c) of the Bankruptcy Code, the Stalking Horse Bidder shall have superpriority administrative expense and surcharge claims payable out of the Seller's cash or Deposit of the Successful Bidder.

7. Participation Requirements. Any person or entity who wishes to participate in the Bidding Process must be deemed "financially qualified" by the Debtor or the Debtor's advisors.

8. Initial Overbid Amount. No prospective purchaser(s) which bid(s) for the Assets at the Auction shall be entitled to purchase the Assets unless such prospective purchaser submits an initial deposit ("Deposit") equal to ten percent (10 %) of its bid and offers to purchase the Assets for consideration (including all cash, non-cash consideration and Assumed Liabilities) which, when coupled with the consideration received by the Seller in conjunction with the Assets that may not be part of such purchaser's offer, is in an amount equal to not less than the sum of (such sum being referred to as the "Initial Overbid Amount"): (A) the Purchase Price (including the Seller's good faith valuation of those portions of the Purchase Price that will not be paid in cash), plus (B) the Break-up Fee, plus (C) \$5,000.

9. Subsequent Overbid Amount. After the Initial Overbid Amount, all

further overbids must be in increments of at least \$2,500 in excess of the Initial Overbid Amount or the then prevailing bid. After the Initial Overbid Amount, the Seller must consider the amount of or entitlement to payment of the Break-up Fee in determining the highest or best offer for the Assets. Should overbidding take place, the Buyer shall have the right, but not the obligation, to participate in the overbidding and to be approved as the over bidder at the Sale Hearing based upon any such overbid and may credit bid the Break-up Fee.

10. Deposits. Unless forfeited as a result of breach by a Successful Bidder and failure to close, the Deposits shall not be property of the Debtor's bankruptcy estate, shall not become the property of the Debtor's bankruptcy estate to the extent necessary to pay the Break-up Fee, and no party shall have a lien on the Deposit of the Successful Bidder. Pursuant to 11 U.S.C. §§ 364(c)(1) and 506(c), the Stalking Horse Bidder shall have a superpriority administrative expense and surcharge claims payable out of the Seller's cash or Deposit of the Successful Bidder.

11. The Stalking Horse Bidder's Right to Credit Bid. The Purchase Price under the Purchase Agreement shall be payable in whole or in part, as determined by the Stalking Horse Bidder in its sole discretion, in the form of a credit bid of the DIP Financing.

12. Bid Deadline. A prospective purchaser who wishes to bid for the Assets must submit its bid on or before **5:00 p.m. EST three business days prior to the Sale Hearing (as defined herein)** (the "Bid Deadline").

13. Highest Bidder. Upon conclusion of the Auction, the Debtor shall review the qualified bid(s) on the basis of among other things, the following: (a) the amount of the bid, (b) the form of consideration, (c) the form of the proposed transaction, (d) the ability to obtain approval from this Court and other required approvals for the sale and to close in a timely

fashion, and (e) the net value provided to the Debtor and such other aspects as determined by the Debtor and shall submit the highest or otherwise best bid (the "Successful Bid") at a hearing (the "Sale Hearing") for approval by this Court pursuant to Section 363 of the Bankruptcy Code. The party making the Successful Bid is referred to herein as the "Successful Bidder." If the Debtor does not receive any qualified bids by the Bid Deadline, other than from the Stalking Horse Bidder, the Debtor shall report the same to this Court and shall proceed to seek approval of the proposed sale of the Assets to the Stalking Horse Bidder pursuant to the Purchase Agreement at the Sale Hearing.

14. Qualified Bids Remain Open. Qualifying bid(s) at the Auction shall remain open and subject to acceptance by the Seller as back up bids to the Successful Bid for a period of twenty-one (21) days following entry of the Sale Order, unless further extended by order of this Court, following which period the Deposits of all bidders who were not the Successful Bidder at the Auction or later accepted, shall be refunded.

15. Sale Hearing. The Court shall conduct the Sale Hearing on _____, **2012, at ____:____.m. EST** (the "Sale Hearing") at which time, the Court will consider approval of the proposed sale to the Stalking Horse Bidder or other Successful Bidder.

16. Procedure For Assumption And Assignment Of The Assumed Lease and the Assumed Contracts. Within three (3) days after the entry of this Procedures Order, the Debtor will file with the Court and serve on each non-debtor party to a contract or lease that may potentially be an Assumed Lease or Assumed Contract a notice (the "Assumption and Cure Notice"), which shall set forth the cure amount that the Debtor believes is necessary to assume such contract or lease pursuant to Section 365 of the Bankruptcy Code (the "Cure Amount") as of the date of the Sale Hearing, and notify each non-debtor party that such party's lease or

contract may be designated for assumption and assignment to the Stalking Horse Bidder or the Successful Bidder to be identified at the conclusion of the Auction. Any objection to the assumption or assignment of any Assumed Lease or Assumed Contract or the amount or terms of payment of the Cure Amount thereunder must be filed and served on or before five (5) days before the Sale Hearing (the "Cure Objection Deadline"). Any objection to the amount or terms of payment of the Cure Amount must state with specificity what cure the party to the Assumed Contract or Assumed Lease believes is required with appropriate documentation in support thereof. If no objection is timely received, the Cure Amount set forth in the Assumption and Cure Notice shall be controlling notwithstanding anything to the contrary in any Assumed Lease and Assumed Contract or other document, and the non-debtor party to the Assumed Lease or Assumed Contract shall be forever barred from asserting any other claim arising prior to the Sale Hearing against the Seller or the Stalking Horse Bidder or any other Successful Bidder as to the Assumed Lease or Assumed Contract, and the non-debtor party shall be deemed to have consented to the assumption and assignment of the Assumed Lease or Assumed Contract.

17. Notice of Motion. Within three (3) days of the entry of this Procedures Order, the Debtor shall: (a) provide notice by serving the Procedures Order and the Bidding Procedures upon the following persons in the manner indicated, in accordance with Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure and Rule B-6004-1(b) of the Local Rules of the United States Bankruptcy Court for the Southern District of Indiana: (i) the office of the United States Trustee for the Southern District of Indiana; (ii) any counsel or party that has filed an appearance and served such appearance on the Debtor; (iii) the Internal Revenue Service; (iv) each governmental agency, regulatory body or taxing authority and other party that might claim an interest in the Assets to be sold; (v) the counter-parties to the Assumed Lease and

the Assumed Contracts; (vi) all parties to the Purchase Agreement and all related agreements; (vii) all entities known to have expressed an interest in a transaction with respect to the Debtor or the Assets; (viii) all entities known to have asserted any Lien related to the Assets; (ix) the Service List as defined in Rule B-1000-1(b)(4) of the Local Rules of this Court to the extent duplicative of the foregoing; and (x) to any party requesting a copy of the Sale Motion or to whom the Court directs that notice be given; and (b) serve a notice of the Sale Motion and Sale Hearing on all known creditors and interested parties in addition to the parties set forth in part (a) above. To the extent the Debtor complies with the notice provisions herein, such shall be good and sufficient, and no other notice shall be required.

18. Objections. _____, 2012, **five days prior to the Sale Hearing, at 5:00 p.m. Eastern Standard Time** shall be the last date to file with the Clerk of this Court written objections to the proposed sale, to the proposed assumption and assignment of the Assumed Lease and Assumed Contracts or to the proposed Cure Amounts or adequate assurance of future performance, if any, related to the Assumed Lease and Assumed Contracts. The failure of any objecting person or entity to timely file its objection shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection, to the Sale Motion, or the consummation and performance of the Debtor under the Purchase Agreement, or an agreement with a Successful Bidder.

19. Retention of Jurisdiction. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

20. Debtor's Authority. The Debtor is hereby authorized and empowered to take such steps, expend such sums of money, and do such other things as may be necessary to implement and effect the terms and requirements of this Order.

21. Waiver. Notwithstanding Bankruptcy Rules 6004(g) and 6006(d), this Order shall not be stayed for ten (10) days after the entry hereof and shall be effective and enforceable immediately upon its entry.

22. Binding on Successor Trustee. This Order shall be binding in all respects upon, and shall inure to the benefit of the Debtor, its estate, the Purchaser or other Successful Bidder, and the successors and assigns of each of the foregoing, and any affected third parties, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

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Exhibit 5.3(b)
Sale Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re:) Chapter 11
)
TWG CAPITAL, INC.,) Case No. 12-11019-BHL-11
)
Debtor.)

ORDER GRANTING MOTION FOR ENTRY OF AN ORDER (I) APPROVING ASSET PURCHASE AGREEMENT; (II) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES; AND (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF LEASES AND CONTRACTS

This matter is before the Court on the *Motion For Entry of an Order (I) Approving Asset Purchase Agreement; (II) Authorizing the Sale of Substantially All of the Debtor's Assets Free and Clear of Liens; and (III) Authorizing the Assumption and Assignment of Leases and Contracts* (the "Sale Motion") filed by TWG Capital, Inc., the debtor and debtor-in-possession (the "Debtor" or the "Seller") in the above-captioned chapter 11 case (the "Chapter 11 Case"), seeking entry of an order (i) approving asset purchase agreement, (ii) authorizing the sale of substantially all of the Debtor's assets free and clear of all liens, claims and

encumbrances; and (iii) authorizing the assumption and assignment of certain leases and contracts.

As requested by the Debtor, this Court conducted a hearing on _____, 2012 (the "Procedures Hearing") to consider, *inter alia*, establishing bidding procedures (the "Bidding Procedures") to receive and consider higher and better offers for the sale of the Assets.¹ This Court approved the Bidding Procedures by an order entered on _____, 2012 (the "Procedures Order"). Pursuant to the Bidding Procedures and the Procedures Order, the Debtor conducted an auction on _____, 2012 (the "Auction"). At the Auction, Carmel Funding, LLC, the stalking horse bidder, (the "Purchaser") emerged as the Successful Bidder.

Subject to the approval of this Court, the Debtor has entered into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which the Debtor agreed to (i) sell the Assets to the Purchaser free and clear of all Liens, except the Permitted Liens, with such Liens to attach to the proceeds of the sale of the Assets; and (ii) assume and assign to the Purchaser the Assumed Leases and the Assumed Contracts.

The Sale Motion requested that this Court, *inter alia*, hold a hearing (the "Sale Hearing") and enter an order authorizing the sale of the Assets to the Successful Bidder and the assumption and assignment of the Assumed Leases and the Assumed Contracts to the Successful Bidder.

As requested, the Court held the Sale Hearing on _____, 2012. The Court, having considered the Sale Motion, the Purchase Agreement, any objections thereto, the record of the Sale Hearing, and the record in the Chapter 11 Case, and being otherwise duly advised, now finds and concludes that:

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Sale Motion or the Purchase Agreement (as defined herein).

A. On September 14, 2012, the Debtor filed with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Court") its voluntary petition for relief under Chapter 11 of the Bankruptcy Code commencing the Chapter 11 Case.

B. The Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. No trustee, examiner, or committee has been appointed in the Chapter 11 Case.

C. This Court has jurisdiction over the matters raised in the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The Debtor has soundly exercised its business judgment in determining to enter into the Purchase Agreement and to sell and transfer the Assets to the Purchaser outside of a plan of reorganization. The terms and conditions of the Purchase Agreement and the relief requested in the Sale Motion are in the best interests of the Debtor's estate and its creditors.

E. The Debtor has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents or agreements contemplated thereby, and no other or further consents or approvals are required for the Debtor to consummate the transactions contemplated in the Sale Motion and in the Purchase Agreement.

F. The Debtor has diligently and in good faith marketed the Assets to secure the highest and best offer for the Assets.

G. Proper, timely, adequate, and sufficient notice of the Sale Motion, the Procedures Order, the Bidding Procedures, the notices of the Cure Amounts, and the relevant

hearings thereon has been provided in accordance with Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure, and no other or further notice is required.

H. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity and potential bidder to make a higher or otherwise better offer to purchase the Assets. The Purchaser's bid for the Assets as reflected in the terms and conditions of the Purchase Agreement represent fair and reasonable terms, including the amount of the Purchase Price, and constitute the highest and best offer for the Assets.

I. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein, and the rights of third parties to submit higher or otherwise better offers for the Assets, has been afforded to all interested persons and entities, including without limitation, the following: (i) the office of the United States Trustee for the Southern District of Indiana; (ii) any counsel or party that has filed an appearance and served such appearance on the Debtor; (iii) the Internal Revenue Service; (iv) each governmental agency, regulatory body or taxing authority and other party that might claim an interest in the Assets to be sold; (v) the counter-parties to the Assumed Leases and the Assumed Contracts; (vi) all parties to the Purchase Agreement and all related agreements; (vii) all entities known to have expressed an interest in a transaction with respect to the Debtor or the Assets; (viii) all entities known to have asserted any Lien related to the Assets; (ix) the Service List as defined in Rule B-1000-1(b)(4) of the Local Rules of this Court to the extent duplicative of the foregoing; and (x) to any party requesting a copy of the Sale Motion or to whom the Court directs that notice be given.

J. With respect to any and all entities asserting any mortgages, land contracts, trust deeds, assignments of rents, mechanic's liens, construction liens, rights of first

refusal, options, pledges, security interests, Claims (as defined in the Bankruptcy Code), equities, reservations, third party rights, voting trusts or similar arrangements, liens, charges or other encumbrances or restrictions on or conditions to transfer or assignment of any kind (including, without limitation to the generality of the foregoing, restrictions or conditions on or to the transfer, assignment or renewal of licenses, permits, registrations, and authorizations or approvals of or with respect to governmental units and instrumentalities), whether direct or indirect, absolute or contingent, matured or unmatured, liquidated or unliquidated, or arising before or after the commencement of the Chapter 11 Case, on or against the Assets (collectively, "Encumbrances"), either (i) such entity has consented to the sale and transfer, license and assignment, as applicable, free and clear of its Encumbrance, with such Encumbrance to attach to the proceeds of such sale and transfer, license, and assignment, as applicable, respectively, (ii) applicable nonbankruptcy law permits sale of the assets free and clear of such Encumbrance, (iii) such interest is in *bona fide* dispute, or (iv) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Encumbrance, so that the conditions of Section 363(f) of the Bankruptcy Code have been met.

K. Upon the Closing of the Purchase Agreement, the sale and transfer of the Assets to the Purchaser shall be a legal, valid, binding and effective transfer of the Assets to the Purchaser, and shall vest in the Purchaser all right, title and interest in the Assets in accordance with the terms and conditions of the Purchase Agreement free and clear of any and all Liens and Encumbrances pursuant to Sections 105(a), 363(f), and 365 of the Bankruptcy Code.

L. The Seller and the Purchaser have complied with the Bidding Procedures and the Procedures Order in all respects. The Bidding Process and the resulting sale were non-

collusive, fair and reasonable, and conducted in good faith. The Auction was conducted in full compliance with the Bidding Procedures and the Procedures Order.

M. The Purchase Agreement was negotiated, proposed, and entered into by the Debtor and the Purchaser without collusion, in good faith, and at arms-length. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided, or for a claim to arise, under 11 U.S.C. § 363(n).

N. The Purchaser is an affiliate of the Seller pursuant to 11 U.S.C. § 101(2). Notwithstanding its status as an affiliate of the Seller, the Purchaser negotiated the Purchase Agreement at arms-length and is a good faith purchaser of the Assets. Accordingly, the Purchaser is entitled to the protection of Section 363(m) of the Bankruptcy Code.

O. The consideration to be provided by the Purchaser for the Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) represents the highest and best offer for the Assets, and (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia.

P. The Debtor may assume the Assumed Leases and the Assumed Contracts and assign each of them to the Purchaser pursuant to Section 365 of the Bankruptcy Code effective as of the Closing Date. The assumption and assignment of the Assumed Leases and the Assumed Contracts pursuant to the terms of this Order is integral to the Purchase Agreement and is in the best interests of the Debtor, the Debtor's estate, its creditors and other parties in interest, and represents the exercise of the sound and prudent business judgment by the Debtor.

Q. The amounts in the column entitled "Cure Amount" on Exhibit A attached hereto (the "Cure Amount Schedule") are the sole amounts necessary under Sections 365(b) and

365(f) of the Bankruptcy Code (each, a "Cure Amount") to cure all monetary defaults and pay all actual pecuniary losses under such Assumed Leases and Assumed Contracts.

R. Upon the Purchaser's payment of the applicable Cure Amount, (a) each Assumed Leases and Assumed Contract shall constitute a valid and existing interest in the property subject to such Assumed Leases or Assumed Contract, (b) none of the Debtor's rights will have been released or waived under any such Assumed Lease and Assumed Contract, (c) the Assumed Leases and Assumed Contracts shall remain in full force and effect, and (d) no default shall exist under the Assumed Leases and Assumed Contracts, nor shall there exist any event or condition, which with the passage of time or the giving of notice, or both, would constitute such a default.

S. The Purchaser has provided adequate assurance of its future performance under the Assumed Leases and the Assumed Contracts within the meaning of Sections 365(b) and 365(f) of the Bankruptcy Code.

T. There are sufficient business justifications to approve the Sale Motion. Accordingly, the relief requested in the Sale Motion is in the best interests of the Debtor, its estate, and its creditors.

U. Good and sufficient cause exists for the granting of the relief requested. Accordingly,

IT IS HEREBY ORDERED that:

1. The Sale Motion is GRANTED in its entirety.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits.

3. The Purchase Agreement (including all exhibits, schedules, and related agreements executed in connection therewith) and its terms and conditions are hereby approved in their entirety.

4. Pursuant to 11 U.S.C. §§ 105(a), 362, 363(b), and 365, the Debtor is authorized to consummate the transactions contemplated by, pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

5. The Debtor is authorized and directed, without need of further corporate action or approvals, to execute and deliver and empowered to fully perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of transferring the Assets to the Purchaser, including the assumption and assignment to the Purchaser of the Assumed Leases and the Assumed Contracts, or as may be necessary or appropriate to the performance of the Debtor's obligations as contemplated by the Purchase Agreement.

6. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Seller to sell and transfer the Assets to the Purchaser in accordance with the terms of this Order.

7. Except as provided in the Purchase Agreement, pursuant to Sections 105(a), 363(f) and 365 of the Bankruptcy Code, upon the Closing Date, the Assets shall be transferred and assigned to the Purchaser, free and clear of Liens and Encumbrances arising prior to the Closing Date, with Liens and Encumbrances attaching to the sale proceeds.

8. Effective upon the Closing Date, all persons and entities are forever

prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or the Assets, with respect to any Lien or Encumbrance, including without limitation, the following actions:

- a. Commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors, assets or properties;
- b. Enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Purchaser, its successors, assets, or properties;
- c. Creating, perfecting or enforcing any Lien or Encumbrance against the Purchaser, its successors, assets, or properties;
- d. Asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors; or
- e. Commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Order or the agreements or actions contemplated or taken in respect thereof

9. If any person or entity that has filed a financing statement or other documents or agreements evidencing a Lien or Encumbrance on the Assets shall not have delivered to the Debtor prior to the Closing Date a release, termination statement or another instrument of satisfaction of such Lien or Encumbrance, in proper form for filing and executed by the appropriate parties, the Purchaser is hereby authorized and directed to execute and file

such statements, instruments, releases, and other documents on behalf of such person or entity with respect to such Assets. The foregoing notwithstanding, the provisions of this Order shall be self-executing, and notwithstanding the failure of the Purchaser, the Debtor, or any other party to execute, file or obtain releases, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof or of the Purchase Agreement, all Liens and Encumbrances on the Assets shall be deemed divested, released, and terminated. At the election of the Purchaser, a certified copy of this Order may be filed in the records of any governmental department or agency to evidence conclusively the termination of any Lien or Encumbrance, and no further action shall be necessary to establish such termination. Notwithstanding the foregoing, the liens in favor of the Purchaser pursuant to the DIP Financing (as defined in the Sale Motion) shall not be affected, impaired, or released until such time as the DIP Financing has been fully repaid whether by the Purchaser's credit bid at the Auction or otherwise.

10. Subject to and conditioned upon the occurrence of the Closing, the Debtor is hereby authorized and directed, in accordance with Section 365 of the Bankruptcy Code, at the Closing, to assume the Assumed Leases and the Assumed Contracts and to assign effective as of the date of the Closing the Assumed Leases and the Assumed Contracts to the Purchaser free and clear of all Liens and Encumbrances, except the Permitted Liens. The Purchaser is hereby directed, as of the Closing Date, to perform under the Assumed Leases and the Assumed Contracts the obligations first arising or accruing after the Closing Date in accordance with their respective terms, except to the extent the Purchaser and the relevant counter-party agree to vary such terms.

11. On or before the Closing Date, as to all Assumed Leases and Assumed

Contracts the Purchaser shall pay all Cure Amounts due on the Assumed Leases and the Assumed Contracts that the Debtor will assign to the Purchaser at the Closing. Other than the Cure Amount relating to each Assumed Lease and each Assumed Contract, there are no other amounts due on the Assumed Leases or the Assumed Contracts required to be paid, and no other action needs to be taken with respect to the Assumed Leases and the Assumed Contracts in order to assume the Assumed Leases and the Assumed Contracts pursuant to Sections 365(b) and 365(f) of the Bankruptcy Code. Upon payment of the Cure Amounts, all defaults and other obligations of the Debtor under the Assumed Leases and the Assumed Contracts arising or accruing prior to the Closing shall be deemed cured by payment of the Cure Amounts, and the Purchaser shall have no liability or obligation under the Assumed Leases and Assumed Contracts arising or accruing prior to the Closing Date. Each non-debtor party to the Assumed Leases and the Assumed Contracts is forever barred, estopped, and permanently enjoined from asserting against the Debtor or the Purchaser any liability or obligation under the Assumed Leases and the Assumed Contracts arising prior to the Closing Date.

12. The consideration provided by the Purchaser for the Assets is fair and reasonable and the result of open and competitive bidding. The Auction was free from collusion, and there is no basis to avoid the sale or to assert a claim under Section 363(n) of the Bankruptcy Code.

13. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is entitled to the protections of

Section 363(m) of the Bankruptcy Code.

14. This Court shall retain jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects.

15. The terms and provisions of the Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of the Debtor, its estate, the Purchaser and the successors and assigns of each of the foregoing, and any affected third parties, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

16. The failure specifically to include any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

17. The automatic stay provisions of Section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Order.

18. The 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is waived. This Order shall become effective immediately upon its entry. The Debtor is authorized to close the sale immediately upon entry of this Order.

19. Nothing contained in any plan of reorganization or liquidation confirmed in the Chapter 11 Case or the order confirming any plan of reorganization or liquidation shall conflict with or derogate from the provisions of this Order. The provisions of this Order, and any actions taken pursuant hereto, shall survive the entry of an order which may be entered

confirming any plan of reorganization or liquidation for the Debtor or converting the Debtor's case from a case under chapter 11 to a case under chapter 7 of the Bankruptcy Code.

20. Qualifying bids at the Auction shall remain open and subject to acceptance by the Debtor for a period of twenty-one (21) days following the entry of this Order. In the event of the failure to consummate the sale of the Assets to the Purchaser in accordance with the terms and provisions of the Purchase Agreement due to a breach of failure on the part of the Purchaser or termination of the Purchase Agreement in accordance with its terms, the Debtor may designate another Successful Bidder. Following this period, the deposits of all bidders who were not the Successful Bidder at the Auction or later accepted shall be refunded.

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Exhibit A

To Be Provided.