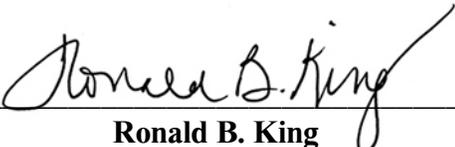




The relief described hereinbelow is **SO ORDERED**.

Signed December 27, 2018.



Ronald B. King
Chief United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

In re:)	Case No. 18-60526 (rbk)
Little River Healthcare Holdings, LLC, <i>et al.</i>)	Chapter 7
Debtors. ¹)	(Jointly Administered)

**INTERIM ORDER (I) AUTHORIZING CHAPTER 7 TRUSTEE TO
(A) LIQUIDATE AND PROTECT ESTATE ASSETS, (B) USE CASH
COLLATERAL AND GRANT ADEQUATE PROTECTION, AND (C) CONTINUE
CASH MANAGEMENT SYSTEM, AND (II) GRANTING RELATED RELIEF**

CAME ON FOR CONSIDERATION on December 27, 2018, the *Emergency Motion for Order (I) Authorizing Chapter 7 Trustee to (A) Liquidate and Protect Estate Assets (B) Use Cash Collateral and Grant Adequate Protection, and (C) Continue Cash Management System, and (II) Granting Related Relief* [Docket No. 605] (the “Motion”) dated December 21, 2018 filed

¹ The Debtors in these chapter 7 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Compass Pointe Holdings, LLC (1142), Little River Healthcare Holdings, LLC (7956), Timberlands Healthcare, LLC (1890), King’s Daughters Pharmacy, LLC (7097), Rockdale Blackhawk, LLC (0791), Little River Healthcare - Physicians of King’s Daughters, LLC (5264), Cantera Way Ventures, LLC (7815), and Little River Healthcare Management, LLC (6688). The Debtors’ mailing address is 1700 Brazos Ave, Rockdale, TX 76567.

by the chapter 7 trustee (the “Trustee”) for the estates of the debtors (collectively, the “Debtors”) in the above-captioned chapter 7 cases (collectively, the “Cases”) seeking, *inter alia*, the entry of an order (this “Liquidating Order”) granting the relief set forth herein.

The Court having considered the Motion, the terms of this Liquidating Order, and the record made and the evidence submitted at the interim hearing held before this Court on December 27, 2018 (the “Interim Hearing”) to consider entry of this Liquidating Order; and in accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014 and the Local Bankruptcy Rules, due and proper notice of the Motion and the Interim Hearing having been given; and it appearing that approval of the relief requested in the Motion is fair and reasonable and in the best interests of the Debtors, their creditors and their estates; and all objections, if any, to the entry of this Liquidating Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:²

OPPORTUNITY TO OBJECT

1. Any objection to the entry of a final order (the “Final Order”) on the Motion must be filed on or before 5:00 p.m. (Central Time) on January 21, 2019 (the “Objection Deadline”). A final hearing on the Motion shall take place on January 28, 2019 at 2:00 p.m. (Central Time), before the Honorable Ronald B. King, Chief United States Bankruptcy Judge, at the United States Bankruptcy Court for the Western District of Texas, 615 E. Houston St., Courtroom 1, San Antonio, Texas 78205. Objections shall be in writing and shall be filed with the Clerk of the Court so that any such objections are received on or before the Objection Deadline.

² To the extent any findings may constitute conclusions, and vice versa, they are hereby deemed as such.

STATEMENT OF JURISDICTION AND NOTICE

2. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B), (D), (G), (K), (M) and (O).

3. Sufficient and adequate notice of the Motion and the Interim Hearing with respect thereto has been given to prevent immediate and irreparable harm pursuant to Bankruptcy Rules 2002, 4001, 9006, and 9014 and the Local Rules, and as required by Bankruptcy Code §§ 102, 105, 361, 362, and 363. No further notice of, or hearing on, the interim relief sought in the Motion is necessary.

TRUSTEE'S AUTHORITY TO ACT

4. Notwithstanding the entry of this Liquidating Order or any finding of fact, conclusion of law, or other term or provision contained herein, to the extent not modified herein, the terms of the Final Financing Order³ shall remain in full force and effect and are carried forward such that the Final Financing Order shall remain binding on the Debtors, their estates, the Trustee, and all parties in interest. For the avoidance of doubt, nothing in this Liquidating Order modifies, amends or abrogates the terms and conditions of paragraph 107 of the Final Financing Order as it relates to the collections on account of services performed by Little River Healthcare – Meridian Surgery Center, LLC and the parties affected by paragraph 107 of the Final Financing Order.

³ “Final Financing Order” shall mean the Court’s *Final Order (I) Authorizing Debtors to (A) Use Cash Collateral on a Limited Basis and (B) Obtain Post-Petition Financing on a Secured, Superpriority Basis, (II) Granting Adequate Protection, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 346] (as amended, extended, supplemented, or otherwise modified from time to time). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Final Financing Order.

5. The Trustee is hereby authorized, pursuant to Bankruptcy Code §§ 105 and 363, to commence, perform, execute, undertake, administer, and otherwise carry out the Liquidating Duties (as defined in the Motion), including the engagement of the Liquidating Consultants (as defined in the Motion), and such other matters related or necessary to liquidate and protect property of the Debtors' chapter 7 estates.

6. The Trustee is hereby authorized, pursuant to Bankruptcy Code §§ 105 and 363, to incur and pay, subject to the terms of this Liquidating Order, the Liquidating Expenses (as defined in the Motion), in each case subject to the prior written consent of the Agent and the Lenders (collectively, the "Agreed Payments").

CASH COLLATERAL

7. As set forth in the Final Financing Order, all cash of each of the Debtors' bankruptcy estates, wherever located, and all cash equivalents, whether in the form of negotiable instruments, documents of title, securities, deposit accounts, investment accounts, or in any other form, that were on the Petition Date in any of the Debtors' possession, custody or control (or persons in privity with any of the Debtors), or in which any of the Debtors will obtain an interest during the pendency of these Cases, or which represent income, proceeds, products, rents, or profits of any of the Collateral, whether received on account of any transfer, sale, settlement, and other disposition, without limitation, of any Collateral, shall constitute the cash collateral of the Agent, for itself and for and on behalf of the Lenders (collectively, the "Cash Collateral").

8. As set forth in the Final Financing Order, absent a further order of this Court or the consent of the Agent, the Trustee is strictly prohibited from using the Cash Collateral on behalf of the Debtors' chapter 7 estates except as expressly provided for herein.

9. The Agent and the Lenders do not consent to the Trustee's use of Cash Collateral except in accordance with the terms and conditions contained in this Liquidating Order. The

relief hereunder is necessary to avoid immediate and irreparable harm to the Debtors' estates because, without the use of Cash Collateral, the Trustee will not have the funds necessary to maintain the Debtors' assets, sell or otherwise liquidate their assets, preserve and protect such assets, and pay other expenses necessary to maximize the value of the Debtors' estates in this liquidation. The Trustee requires the use of Cash Collateral as provided herein.

10. Good, adequate, and sufficient cause has been shown to justify the granting of the relief requested herein. The use of Cash Collateral will benefit the Debtors' estates in this liquidation. The use of Cash Collateral by the Trustee on behalf of the Debtors' chapter 7 estates is actual and necessary to liquidate the property of the Debtors' chapter 7 estates.

11. The Trustee is hereby authorized, on a limited basis, to make Agreed Payments on behalf of the Debtors' chapter 7 estates arising from net proceeds of the Debtors' accounts receivable and real property in the amount of \$500,000, up to \$250,000 of which shall be reserved and used, if and as necessary, for the Trustee's payment on behalf of the Debtors' chapter 7 estates of claims against the Debtors' chapter 7 estates arising under 11 U.S.C. § 503(b)(8) and only in strict accordance with the terms and conditions provided in this Liquidating Order.

12. The Trustee is hereby authorized, on a limited basis, to use additional Cash Collateral to pay the Agreed Payments, but only in strict accordance with the terms and conditions provided in this Liquidating Order.

13. The Trustee is hereby authorized (but not required to) transfer to the Agent an amount of Cash Collateral equal to up to \$1,000,000 so that such amount is received by the Agent on or after December 28, 2018; thereafter, the Trustee is hereby authorized (but not required to) transfer to the Agent on a monthly basis (or more frequently as determined by the

Trustee), all Cash Collateral in the Trustee's possession in excess of a reserve of \$250,000; such reserve amount shall not include funds allocated to the Carve-Outs described below. All amounts transferred by the Trustee to the Agent under this Liquidating Order may be applied by the Agent to the DIP Obligations and/or the Lenders' Pre-Petition Claim, including without limitation any outstanding principal, interest, fees, costs, expenses, charges, Lenders' Costs, and other claims, debts or obligations of the Debtors to the Agent and/or the Lenders, as determined by the Agent.

CASH MANAGEMENT

14. Except as set forth herein, the Trustee is authorized to (i) continue to use, with the same account numbers, all bank accounts in existence as of the Conversion Date (as defined in the Motion) that the Debtors were authorized to use as of the Conversion Date pursuant to the Final Cash Management Order⁴ (collectively, the "Bank Accounts"), (ii) perform Intercompany Transactions (as defined in the Final Cash Management Order), and (iii) deposit funds in and withdraw funds from the Bank Accounts in accordance with pre-Conversion Date ordinary-course practices, including checks, wire transfers, and other debits.

15. Neither the Trustee nor any bank at which a Bank Account is held will be required to bond deposits held in the Bank Accounts, as required by section 345(b) of the Bankruptcy Code, and none of the terms of the U.S. Department of Justice *Handbook for Chapter 7 Trustees* governing chapter 7 bank accounts shall apply to the Trustee or to the Bank Accounts. The banks at which the Bank Accounts are held are authorized to continue to

⁴ "Final Cash Management Order" shall mean the Court's *Final Order (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Pay any Prepetition or Postpetition Amounts Outstanding on Account of the Bank Fees, (C) Maintain Existing Business Forms in the Ordinary Course of Business, and (D) Continue to Perform the Intercompany Transactions Consistent with Historical Practice, and (II) Granting Related Relief* [Docket No. 360].

maintain, service, and administer the Bank Accounts without interruption, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transferred issued and drawn on the Bank Accounts after the Conversion Date by the holders or makers thereof, as the case may be, subject to the terms of this Liquidating Order.

16. The Trustee and the banks at which the Bank Accounts are held, at the Trustee's direction, may, without further order of this Court, but subject to the written consent of the Agent, agree to and implement changes to the Bank Accounts and procedures related thereto, including, without limitation, the closing of Bank Accounts or the opening of new bank accounts.

ADEQUATE PROTECTION OF THE LENDERS

Cash Collateral Usage

17. The Lenders' consent to use of Cash Collateral extends only to the Agreed Payments that are actually incurred by the Trustee with the Agent's consent. Upon the occurrence of a Post-Petition Default (as defined below), the Agent's and the Lenders' consent to use of Cash Collateral shall automatically and immediately terminate and any consent for use of Cash Collateral to satisfy the Agreed Payments shall be immediately terminated and deemed withdrawn unless such Post-Petition Default is waived by the Agent, for itself and for and on behalf of the Lenders.

Adequate Protection Liens and Claims

18. Taking into account all factors in these Cases, as adequate protection of the Agent's and Lenders' interest in the Collateral and for the Trustee's use of Cash Collateral on behalf of the Debtors' chapter 7 estates, the Agent and Lenders are hereby granted, effective as of the Petition Date, valid and automatically perfected first-priority liens and security interests in

and upon all property of the Debtors' chapter 7 estates against which Agent and Lenders were previously secured, either pre-petition or in accordance with the Final Financing Order, that shall secure any diminution in value of the Agent's and Lenders' interest in all property of the Debtors' chapter 7 estates occurring from and after the Petition Date and for the Trustee's use of Cash Collateral on behalf of the chapter 7 estates, which first-priority liens and security interests shall be subordinate to the DIP Liens under the Final Financing Order.

19. To the extent any adequate protection is insufficient to adequately protect the Agent's and the Lenders' interest in the Collateral, the Agent and the Lenders are hereby granted superpriority administrative claims and all of the other benefits and protections allowable under Bankruptcy Code § 507(b).

Automatic Perfection

20. As set forth in the Final Financing Order, this Liquidating Order shall be sufficient and conclusive evidence of the priority, perfection, attachment, and validity of all of the Lenders' security interests in and liens on the Collateral granted and created by this Liquidating Order, and such security interests and liens shall constitute valid, automatically perfected and unavoidable security interests and liens, with the priorities granted and created by this Liquidating Order, effective as of the Petition Date, without the necessity of creating, filing, recording, or serving any financing statements, mortgages, or other documents that might otherwise be required under federal or state law in any jurisdiction or the taking of any other action to validate or perfect the security interests and liens granted to the Agent, for itself and for and on behalf of the Lenders, by this Liquidating Order.

21. To the extent that any applicable non-bankruptcy law otherwise would restrict the granting, scope, enforceability, attachment, or perfection of the Agent's and the Lenders' liens and security interests granted and created by this Liquidating Order or otherwise would impose

filing or registration requirements with respect to such liens and security interests, such law is hereby pre-empted to the maximum extent permitted by the Bankruptcy Code, applicable federal law, and the judicial power of the United States Bankruptcy Court.

22. By virtue of the terms of this Liquidating Order, to the extent that the Agent has filed Uniform Commercial Code financing statements, mortgages, deeds of trust, or other security or perfection documents under the names of any of the Debtors, such filings shall be deemed to properly perfect its liens and security interests granted this Liquidating Order without further action by the Agent.

23. The Agent may file a certified copy of this Liquidating Order in any filing or recording office in any county or other jurisdiction in which any of the Debtors have real or personal property, and, in such event, the subject filing or recording officer is authorized and directed to file or record such documents or certified copy of this Liquidating Order.

Authorization to Act

24. The Trustee is hereby authorized to perform all acts, take any action, and execute and comply with the terms of such other documents, instruments and agreements on behalf of the Debtors' chapter 7 estates as the Agent may reasonably require as evidence of and for the protection of the Collateral, or that may be otherwise deemed necessary by the Agent to effectuate the terms and conditions of this Liquidating Order.

No Additional Liens

25. Until such time as the Lenders' Pre-Petition Claim and the DIP Obligations shall have been indefeasibly paid and satisfied in full in accordance with the terms of the Pre-Petition Claim Documents and the DIP Facility Documents, the Trustee shall not be authorized to obtain credit secured by a lien or security interest in the Collateral or the DIP Collateral, other than the

DIP Facility, without the prior written consent of the Agent, for itself and for and on behalf of the Lenders, or by order of the Court upon reasonable notice.

No Liability

26. As set forth in the Final Financing Order, from and after the Petition Date, no act committed or action taken by the Agent, for itself and for and on behalf of the Lenders under this Liquidating Order or the Final Financing Order or the collection of the Lenders' Pre-Petition Claim pursuant to the terms and conditions of this Liquidating Order or the Final Financing Order, shall be used, construed, or deemed to hold the Agent and/or the Lenders to be in "control" of or participating in the governance, management, or operations of the Debtors for any purpose, without limitation, or to be acting as a "responsible person(s)" or "owner(s) or operator(s)" or a person(s) in "control" with respect to the governance, management, or operation of the Debtors or their businesses to the same extent as set forth in paragraph 58 of the Final Financing Order.

Access to Collateral

27. As set forth in the Final Financing Order, the Agent and its representatives, agents and advisors, shall have full access to the Debtors' business records, business premises, and to the Collateral to the same extent as set forth in paragraph 68 of the Final Financing Order.

No Surcharge

28. As set forth in the Final Financing Order, no costs or expenses of administration which have or may at any time be incurred in these Cases shall be charged against the Agent or the Lenders, their claims or the Collateral pursuant to Bankruptcy Code § 506(c) without the prior written consent of the Agent and the Lenders, and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent or the Lenders. The Agent and the

Lenders shall not be subject in any way whatsoever to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Collateral.

Proofs of Claim

29. As set forth in the Final Financing Order, none of the Pre-Petition Agent or the Pre-Petition Lenders shall be required to file proofs of claim in any of the Cases, and the Debtors’ stipulations in the Final Financing Order shall be deemed to constitute a timely filed proof of claim against the applicable Debtor(s).

POST-PETITION DEFAULT/REMEDIES

30. The occurrence of any of the following shall constitute a Post-Petition Default under this Liquidating Order and the DIP Facility Documents upon notice to the Trustee by the Agent, for itself and for and on behalf of the Lenders: (a) any default, violation, or breach by the Trustee of any of the terms of this Liquidating Order; (b) the occurrence of the Expiration Date (as defined below), maturity, termination, expiration, or non-renewal of this Liquidating Order; (c) any of these Cases shall be dismissed; (d) any security interest, lien, claim, or encumbrance, shall be granted in any of the Collateral which is *pari passu* with or senior to the liens, security interests, or claims of the Agent or the Lenders, including any surcharge of the Collateral pursuant to Bankruptcy Code § 506(c); (e) the entry of an order granting relief from the Automatic Stay to the holder or holders of any other security interest or lien (other than the Agent or the Lenders) in any Collateral to permit the pursuit of any judicial or non-judicial transfer or other remedy against any of the Collateral; (f) the Trustee shall attempt to vacate or modify the Final Financing Order or this Liquidating Order over the objection of the Agent, for itself and for and on behalf of the Lenders; (g) the entry of an order pursuant to Bankruptcy Code § 363 approving the sale of a material portion of the Debtors’ assets absent the consent of the Agent; (h) the entry of any order modifying, reversing, revoking, staying, rescinding,

vacating, or amending the Final Financing Order or this Liquidating Order; or (i) any challenge to the extent, validity, priority, or unavailability of the Agent's or the Lenders' liens securing the Lenders' Pre-Petition Claim and/or the DIP Facility is commenced by the Trustee or an order is entered sustaining any such challenge commenced by any party other than the Trustee (any of the foregoing post-petition defaults being referred to in this Liquidating Order, individually, as a "Post-Petition Default", and collectively, as "Post-Petition Defaults").

31. Upon the occurrence of any Post-Petition Default, and at all times thereafter, and without further act or action by the Agent, or any further notice, hearing, or order of this Court, (a) any and all obligations of the Agent and the Lenders under this Liquidating Order shall immediately terminate, and (b) the Trustee's authority to use Cash Collateral on behalf of the Debtors' chapter 7 estates shall immediately terminate.

32. Upon or after the occurrence of any Post-Petition Default, the Agent and the Lenders may consent to the Trustee's use of Cash Collateral on behalf of the Debtors' chapter 7 estates, and such consent to use Cash Collateral (a) shall not constitute a waiver, limitation, or modification of the Agent and the Lenders' rights and remedies pursuant to this Liquidating Order and applicable law and (b) shall be and hereby are granted all of the protections granted to the Agent and the Lenders under this Liquidating Order in connection with the use of Cash Collateral.

33. The Trustee acknowledges and affirms the occurrence of the Post-Petition Defaults of the Debtors (and declaration of same by the Agent) under the Final Financing Order and identified in that certain *Reservation of Rights and Declaration of Occurrence of Post-Petition Default* dated November 29, 2018, as well as the occurrence of the Expiration Date (as defined in the Final Financing Order) as a result of same.

CARVE-OUTS

34. The Agent, for itself and for and on behalf of the Lenders, consents, subject to the terms and conditions set forth in this Liquidating Order, to a carve out from the Collateral for the payment of (i) the amounts allowed by the Bankruptcy Court as compensation to the Trustee calculated pursuant to 11 U.S.C. § 326 and earned prior to the occurrence of a Post-Petition Default, (ii) amounts allowed by the Bankruptcy Court to pay fees and expenses that are incurred prior to the occurrence of a Post-Petition Default by professionals retained by the Trustee pursuant to an order of this Court; (iii) an additional \$20,000.00 to be transferred to Graves Dougherty Heaton & Moody, P.C. to be held as a retainer; and (iv) 25% of the proceeds from the sale, if any, of the Debtors' estates interests in (X) the pharmaceuticals located at the King's Daughters retail pharmacy, (Y) the tangible assets associated with the Georgetown Orthopedics practice, and (Z) tangible personal property located at the Debtors' facilities commonly known as King's Daughters Clinic, King's Daughters Pharmacy (but excluding the pharmaceutical inventory), Georgetown Imaging, and Bergeson Spine Center (collectively, the "Carve-Outs"). All such Carve-Outs shall be free and clear of any security interests of the Agent and the Lenders. Nothing in this Liquidating Order shall be construed to preclude additional carve-outs consented to by the Agent being created with respect to other assets of the Debtors, nor shall it preclude the Agent, for itself and for and on behalf of the Lenders, and the Trustee from agreeing to additional carve-outs of any kind.

OTHER TERMS

35. As set forth in the Final Financing Order, no priority claims shall be allowed that are or will be prior to or on parity with the secured claims of the Agent and the Lenders against the Debtors and their estates arising this Liquidating Order.

36. If any or all of the provisions of this Liquidating Order are hereafter modified, vacated, or stayed without the prior written agreement of the Agent, such modification, vacation, or stay shall not affect (a) the validity of any obligation, indebtedness, or liability incurred by the Trustee on behalf of the Debtors to the Agent and the Lenders on account of Cash Collateral usage or otherwise before the effective date of such modification, vacation, or stay, or (b) the validity or enforceability of any security interest, lien, priority, or other protection authorized, granted, or created hereby. Notwithstanding any such modification, vacation, or stay, any indebtedness, obligations, or liabilities incurred by the Trustee on behalf of the Debtors to the Agent, for itself or for and on behalf of the Lenders, on account of Cash Collateral usage or otherwise before the effective date of such modification, vacation, or stay shall be governed in all respects by the original provisions of this Liquidating Order, and the Agent, for itself and for and on behalf of the Lenders, shall be entitled to all the rights, remedies, privileges, and benefits granted herein with respect to all such indebtedness, obligations, or liabilities.

37. The terms and provisions of this Liquidating Order and any actions taken pursuant hereto shall survive entry of any order that may be entered dismissing these Cases, except for the Trustee's authority to use Cash Collateral on behalf of the Debtors' chapter 7 estates (which shall immediately terminate upon entry of such an order).

38. Notwithstanding any applicability of any Bankruptcy Rules (including, without limitation, Bankruptcy Rules 4001(a)(3) and 6004(h)), the terms and conditions of this Liquidating Order shall be immediately effective and enforceable upon its entry, and any stay of the effectiveness of the Liquidating Order that may be imposed by the Bankruptcy Rules is hereby waived.

39. Consistent with the Final Financing Order, this Court hereby expressly retains jurisdiction over all persons and entities, co-extensive with the powers granted to the United States Bankruptcy Court under the Bankruptcy Code, to enforce the terms of this Liquidating Order and to adjudicate any and all disputes in connection therewith by motion and without necessity of an adversary proceeding.

40. Unless expressly required otherwise hereunder, any determination, agreement, decision, consent, election, approval, acceptance, waiver, designation, authorization, or other similar circumstance or matter of the Agent or Lenders hereunder or related hereto, shall be in the Agent's and/or the Lenders' sole and absolute discretion.

41. Reserved.

MISCELLANEOUS

42. Nothing in this Liquidating Order or any consent for the Trustee's use of Cash Collateral on behalf of the Debtors' chapter 7 estates shall constitute a waiver by the Agent of any previous or other default, breach, or other right under the Final Financing Order.

EXPIRATION DATE/MATURITY

43. The Agent's consent and Debtors' authority to use Cash Collateral, subject to the limitations above, shall be effective upon entry of this Liquidating Order to and including the earlier of: (a) notice of the occurrence of a Post-Petition Default or (b) January 28, 2019 at 5:00 p.m. (Central Time), at which time all of the Trustee's authority to use Cash Collateral on behalf of the Debtors' chapter 7 estates and this Liquidating Order shall terminate, unless extended by written agreement of the Trustee and the Agent, a copy of which agreement shall be promptly filed with this Court by the Trustee (the "Expiration Date").

THIS LIQUIDATING ORDER IS EFFECTIVE IMMEDIATELY.

###