

Fargo"); having been duly noticed and no timely objections having been filed, the Joint Motion will be GRANTED as provided herein:

JURISDICTION

1. This Court has jurisdiction over the subject matter herein and the parties hereto pursuant to 28 U.S.C. § 1334, 11 U.S.C. §§ 105 and 503, and Rule 9019 of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rule 9019**"), along with other related statutes and rules. This is a core proceeding as defined by 28 U.S.C. § 157(b).

SETTLEMENT TERMS

2. Having considered each other's respective positions and the costs and risks of litigation, the Trustee and Wells Fargo filed the Joint Motion to seek the Court's approval of the parties' compromise on the following terms:

- a. The Trustee and Wells Fargo stipulate that Wells Fargo's efforts to safeguard the Debtors' assets and properties provided a substantial benefit to the Debtors' estates.
- b. Wells Fargo agrees to waive its right to seek reimbursement of all of its professional fees incurred in connection with preparing, filing, and prosecuting the involuntary petition, which Wells Fargo asserts exceeds \$800,000, and further Wells Fargo waives its right to seek approval of any other priority (administrative or other priority) claim for amounts relating to its efforts to safeguard the Debtors' assets and properties other than as authorized and allowed herein, except that, Wells Fargo reserves, and does not waive, the right to seek reimbursement of any cost or expense incurred by Wells Fargo on or after the date of the filing of the Joint Motion and not

relating to its efforts to safeguard the Debtors' assets and properties, including, without limitation, in connection with any post-petition claim asserted for which Wells Fargo is entitled to indemnification under the loan documents executed by Debtors.

- c. Pursuant to Bankruptcy Code §§ 105(a) and 503(b) and Bankruptcy Rule 9019, Wells Fargo shall be entitled to an allowed administrative expense claim in the amount of \$960,000.00, representing amounts relating to Wells Fargo's efforts to safeguard the Debtors' assets and properties, without any further action to be taken by Wells Fargo, including, without limitation, filing an administrative proof of claim by the administrative bar date.

3. This Court finds that the settlement terms are fair and equitable and in the best interest of the estate. Moreover, the settlement terms are the product of arms' length negotiation between parties represented by competent counsel.

IT IS, THEREFORE, ORDERED that the Joint Motion is **APPROVED** as set forth herein and the settlement terms set forth above are hereby **APPROVED** under Bankruptcy Rule 9019.

IT IS FURTHER ORDERED that upon entry of this Order, pursuant to Bankruptcy Code §§ 105(a) and 503(b) and Bankruptcy Rule 9019, Wells Fargo be awarded a claim in the amount of \$960,000.00 and that such claim be and hereby is **ALLOWED** as an administrative expense without any further action to be taken by Wells Fargo, including, without limitation, filing an administrative proof of claim by the administrative bar date.

END OF ORDER

SUBMITTED BY:

DEREK A. HENDERSON
Chapter 11 Trustee of
UNITED FURNITURE INDUSTRIES, INC., et al.

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