

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)
)
BATTALION RESOURCES, LLC) Case No. 16-18917 TBM
) Chapter 11
EIN: 27-4944324,)
)
Debtor.)
)

In re:)
)
STORM CAT ENERGY (USA) OPERATING) Case No. 16-18920 TBM
) Chapter 11
CORPORATION)
EIN: 20-2561097,)
)
Debtor.)
)

In re:)
)
STORM CAT ENERGY (POWDER RIVER), LLC) Case No. 16-18922 TBM
) Chapter 11
EIN: 20-2561157,)
)
Debtor.)
)

In re:)
)
STORM CAT ENERGY ACQUISITIONS, LLC) Case No. 16-18925 TBM
) Chapter 11
EIN: 45-3126793,)
)
Debtor.) **Jointly Administered as**
) **Case No. 16-18917 TBM**
)

FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL

On September 12, 2016, Battalion Resources, LLC, Storm Cat Energy (USA) Operating Corp., Storm Cat Energy (Powder River), LLC and Storm Cat Energy Acquisitions, LLC (the “Debtors”) filed a *Motion for Entry of Interim and Final Orders Authorizing Use of Cash Collateral* pursuant to 11 U.S.C. §§ 362(c)(2) and (e) and Fed. R. Bankr. P. 4001 and 6003 (the

“Motion”). Capitalized terms used in this Order and not otherwise defined herein shall have the meaning set forth in the Motion. The Court held an expedited hearing on the Motion on September 15, 2016, and based on the record at the hearing entered an Interim Order Authorizing Use of Cash Collateral on September 16, 2016. A final hearing was scheduled for October 6, 2016. The Court makes the following findings of fact and conclusions of law:

1. The Debtors filed their voluntary petitions under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Colorado on September 8, 2016 (the “Petition Date”). The Debtors cases are jointly administered.

2. Jurisdiction exists in this matter pursuant to 28 U.S.C. §§157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. §157(b).

3. The Debtors own interests in oil and gas properties, leases, contracts, and related assets, most of which are located in the Powder River Basin in Wyoming. The Debtors ceased production before the Petition Date.

4. On or about the Petition Date, the Debtors and Powder River Holdings, LLC (“Purchaser”) entered into an Asset Purchase Agreement (the “APA”), pursuant to which the Purchaser has agreed to purchase substantially all of the Debtors’ assets pursuant to a sale to be conducted pursuant to 11 U.S.C. § 363 and to assume certain executory contracts and unexpired leases (the “Sale”). The Debtors filed a motion seeking approval of the APA and sale procedures (the “Sale Motion”) on September 14, 2016, Dkt. #14. A copy of the APA is attached to the Sale Motion.

5. In order to continue to operate while in Chapter 11 in the ordinary course of business until the Sale occurs, the Debtors must be able to, among other things, use remaining

cash in the ordinary course of these Chapter 11 cases. Without such ability, the Debtors will be unable to operate while in Chapter 11 and be unable to achieve their goals in connection with these Chapter 11 cases, including a successful Sale.

6. Subject to the Investigation Period (as defined below), the Lenders (as defined herein) and BP Energy Corporation (“BP,” and, together with the Lenders, the “Secured Parties”) possess valid, enforceable and perfected liens against the property described below. Pursuant to Debtors’ obligations under Bankruptcy Code § 363(c) and (e), Debtors have requested that the Secured Parties consent to the use of the Secured Parties’ collateral, including cash collateral, as defined in Bankruptcy Code § 363(a), as contemplated by Bankruptcy Code § 363(c)(2)(A).

7. The Secured Parties have indicated their consent and willingness to allow the Debtors to use the Collateral (defined below) and Cash Collateral (defined below) in which the Secured Parties claim a perfected security interest, but only on the specific terms and conditions set forth in this Order.

8. The Debtors are parties to that certain Third Amended and Restated Credit Agreement, dated as of December 8, 2011, by and among the Debtors and certain of their affiliates as Borrowers and Guarantors, the lenders party thereto (the “Lenders”) and JPMorgan Chase Bank, N.A. as agent (the “Agent”), as amended as of the Petition Date (the “Loan”). As of August 31, 2016, the outstanding amounts due under the Loan total \$34,060,662.00, plus additional interest and fees. Pursuant to a Seventeenth Amendment to the Loan dated July 31, 2016, the Loan matures on September 30, 2016.

9. The Loan is secured in part by a Third Amended and Restated Security Agreement, dated December 8, 2011 (the “Security Agreement”). Pursuant to the Security Agreement, the Debtors granted Lenders a security interest in all of their current and after-

acquired assets, including equipment, accounts, chattel paper, general intangibles, documents, instruments, inventory, and all other collateral and cash collateral (the "Collateral").

10. Pursuant to UCC Financing Statements and assignments to Lenders recorded on December 9, 2011, in Delaware and Colorado (the "UCC Financing Statements"), Lenders assert that they have a valid, perfected and enforceable lien interest in the Collateral. In addition to the UCC Financing Statements, Lenders assert that they perfected their liens on the Collateral through mortgages and assignments recorded in: Sheridan County, Wyoming; Campbell County, Wyoming; Johnson County, Wyoming; Sweetwater County, Wyoming; Weston County, Wyoming; Crook County, Wyoming; Big Horn County, Montana; Powder River County, Montana; and Rosebud County, Montana.

11. The Debtors and certain of their affiliates, as Borrowers, and BP, as the LC Provider, are parties to that certain Letter of Credit Reimbursement and Security Agreement dated as of June 11, 2012 (the "LC Reimbursement Agreement"). Debtor Battalion Resources, LLC and BP are also parties to that certain ISDA Master Agreement and Schedule, dated as of June 11, 2012 (the "ISDA Agreement").

12. BP asserts that the Debtors' obligations under the LC Reimbursement Agreement and the ISDA Agreement are secured by that certain Security Agreement between the Debtors and certain of their affiliates, as Grantors, and BP, dated as of June 11, 2012 (the "BP Security Agreement"). Pursuant to the BP Security Agreement, the Debtors granted BP a security interest in the Collateral.

13. Pursuant to UCC Financing Statements recorded on June 28, 2012, with the Secretaries of State of Delaware and Colorado (the "BP UCC Financing Statements"), BP asserts that it has a valid, perfected and enforceable lien interest in the Collateral. In addition to the BP

UCC Financing Statements, BP asserts that it perfected its liens on the Collateral through that certain Mortgage Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement, dated as of June 11, 2012, recorded in: Sheridan County, Wyoming; Campbell County, Wyoming; Johnson County, Wyoming; Sweetwater County, Wyoming; Weston County, Wyoming; Crook County, Wyoming; Big Horn County, Montana; Powder River County, Montana; and Rosebud County, Montana.

14. Under the LC Reimbursement Agreement, each of the Debtors (as well as non-debtor Battalion Resources Holdings, LLC) agreed to reimburse all amounts drawn under two letters of credit (as set forth in the LC Agreement, the “LCs”) plus any and all charges and expenses which BP may pay or incur in connection with the draw on either or both of the LCs, including reasonable attorneys’ fees and court costs (collectively, the “LC Claim”). The LC Claim is not currently liquidated, but is secured pursuant to the BP Security Agreement.

15. BP asserts both liquidated and unliquidated claims under the ISDA Agreement and all Transactions (as that term is defined in the ISDA Agreement) thereunder (the “ISDA Claim” and the ISDA Claim together with the LC Claim are the “BP Claims”). The ISDA Claim is secured pursuant to the BP Security Agreement.

16. The Debtors and certain of their affiliates, BP and the Agent are parties that that certain Intercreditor Agreement, dated as of June 11, 2012 (the “Intercreditor Agreement”), which governs the relative priority of the liens and rights to payment held by BP, the Agent and the Lenders.

17. All of the Debtors’ cash and the revenues, receivables, proceeds, products, and profits of the Collateral constitute cash collateral within the meaning of Bankruptcy Code § 363(a) (the “Cash Collateral”).

18. Subject to an investigation period through November 30, 2016 (the “**Investigation Period**”) to allow the Debtors, creditors, or parties in interest to investigate and bring any claims arising out of or related to the prepetition liens and claims of the Secured Parties and unless a Challenge (as defined below) has been filed, from and after the end of the Investigation Period, the Debtors shall be deemed to have stipulated: (i) to the amounts due and outstanding under the Loan; (ii) to the validity and perfection of the Secured Parties’ liens and security interests in the Collateral; and (iii) that the relative priority of the Secured Parties’ liens and security interests is governed exclusively by the Intercreditor Agreement and that Debtors have no basis to challenge the amount of the Lenders’ claims, or the validity, perfection or enforceability of the Secured Parties’ liens.

19. Subject to the Investigation Period, and unless a Challenge has been filed, from and after the end of the Investigation Period, the Debtors (on behalf of themselves and their respective non-debtor subsidiaries): (i) shall be deemed to forever, unconditionally and irrevocably release, discharge and acquit the Lenders, the Agent, BP and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders and agents (collectively, the “Releasees”) of and from all claims, controversies, disputes, liabilities, obligations, demands, damages expenses and causes of action of every nature whatsoever that relate to acts, omissions or events occurring prior to the end of the Investigation Period, whether arising in law or otherwise, arising out of or relating to the Loan, the LC Reimbursement Agreement, the ISDA Agreement and the related documents or any transactions in connection therewith; and (ii) shall further be deemed to release any defense, counterclaim, right of set-off or deduction to the payment of amounts due to the Releasees which the Debtors now have or may claim arising from, relating to or in connection with any acts, omissions or events occurring

prior to the end of the Investigation Period; provided however, that the releases set forth in this Paragraph 19 shall not release any claim the Debtors may hold against BP Energy Company that the Debtors disclosed in response to question 75 in their Schedules filed at docket number 1 in these cases.

20. A “Challenge” is: (a) in the case of a dispute that must be brought by adversary proceeding, (i) if brought by the Debtors, the filing of a complaint commencing the adversary proceeding, or (ii) if brought by any party in interest other than the Debtors, the filing of a motion seeking derivative standing to bring such an action on behalf of the Debtors; and (b) in the case of a dispute that may be brought by a contested matter, the filing of such a contested matter.

21. Notice and an opportunity for hearing have been given to the extent required for entry of this Order.

22. Without the use of Cash Collateral in accordance with the budget, attached as Exhibit A (the “Budget”), the Debtors will be unable to continue their business toward a successful Sale. The relief requested by the Debtors in the Motion is necessary to avoid immediate and irreparable harm.

NOW, THEREFORE, based on the foregoing, it is accordingly ADJUDGED, ORDERED AND DECREED as follows:

- A. The Debtors’ Motion is granted.
- B. This Order supersedes all findings of fact and conclusions of law set forth in the Court’s *Interim Order Authorizing Use of Cash Collateral* entered on September 16, 2016, Dkt. #35.
- C. Subject to the provisions of this Order, the Debtors are authorized to receive, collect and make use of the Cash Collateral, to the extent provided herein and in accordance with

the Budget, subject to the Secured Parties' continuing priority liens and security interests, to (i) permit the orderly continuation of the operation of its business and the management and preservation of the Debtors' assets and properties, (ii) maintain business relationships with vendors, suppliers and customers, (iii) satisfy other working capital and operational needs, and (iv) maintain the value of the Debtors' estates; provided however, no amounts may be expended for prepetition debt without a prior order of the Court.

D. Debtors may vary from the terms of the budget without seeking prior written consent from Lenders by the amount of 10 percent (10%) per month. Debtors may, from time to time, deliver to the Secured Parties a proposed Supplemental Budget covering the proposed use of the Collateral in addition to and/or different from the expenditures set forth in the Budget. The Secured Parties shall deliver in writing to Debtors any objection to the Supplemental Budget within seven (7) business days of receipt of the Supplemental Budget. If no such objection is timely made, then Debtors shall be authorized to use Cash Collateral in the amounts and for the purposes set forth in the Supplemental Budget. In the event that an objection is made, Debtors shall not be entitled to utilize the Cash Collateral in regard to any budgeted supplemental expense in excess of or in addition to the Budget until the Secured Parties withdraw the objection in writing or upon the entry of an order by this Court authorizing such expenditure.

E. Additionally, Debtors shall be permitted to use Cash Collateral to pay (i) the statutory fees of the Clerk of the Court and the United States Trustee pursuant to 28 U.S.C. § 1930(a) and (ii) the unpaid reasonable fees and expenses actually incurred on or after the Petition Date and allowed and approved by order of the Bankruptcy Court under §§ 330 and 331 of the Bankruptcy Code to professional persons retained under §§ 327 or 1103 pursuant to an

Order of the Court by the Debtors, but only so long as the Debtors retain the rights under this Order to use Cash Collateral.

F. The Debtors shall not directly or indirectly expend or use any Cash Collateral except as provided herein and shall in no circumstances use any Cash Collateral in connection with any Challenge, including in investigations related to any Challenge, of matters referenced in Paragraphs 8 through 20 of this Order.

G. The Debtors' right to use the Collateral and Cash Collateral hereunder shall terminate automatically and without action by any person on the earlier of **(i) November 30, 2016** (the "Termination Date"), which date may be extended by mutual agreement of the Secured Parties and Debtors without the need to obtain further an order of the Bankruptcy Court; or **(ii)** subject to paragraph H, the occurrence of one of the following events:

- 1) Failure to comply with this Order;
- 2) Entry of an order under Bankruptcy Code § 1112, including conversion of this case to a case under Chapter 7 or dismissal of this case;
- 3) Entry of an order under Bankruptcy Code § 1104, appointing a Chapter 11 Trustee in this case;
- 4) Entry of an order under Bankruptcy Code § 362(d) in favor of any person other than either of the Secured Parties and materially affecting any of the property constituting part or all of the Collateral or materially affecting the Secured Parties' security interests therein;
- 5) Entry of an order under Bankruptcy Code § 364 granting a lien on any collateral or cash collateral equal to or senior to the Secured Parties' interests, without the Secured Parties' express prior written consent or Court Order;

- 6) Failure to comply with the Budget as permitted by this Agreement;
- 7) Failure to provide the Secured Parties with timely and accurate monthly financial reports as required by the guidelines of the Office of the United States Trustee, and other financial information reasonably requested by the Secured Parties;
- 8) Failure to provide the Secured Parties, and their agents, with reasonable access to its Collateral for inspection;
- 9) Sale, assignment, or dissipation of the Secured Parties' Collateral outside the ordinary course of Debtors' business and without Bankruptcy Court authority;
- 10) Failure to close the Sale pursuant to the Sale Motion by the Drop Dead Date of December 2, 2016;
- 11) The commencement of any Challenge by the Debtors; and
- 12) Any other situation which materially impairs the Secured Parties' Collateral position.

H. The Debtors' right to use the Collateral and Cash Collateral hereunder shall terminate automatically and without action by any person in the case of a default under Paragraph G.2 or G.11. Upon the occurrence of a default under any other provision of Paragraph G, the Secured Parties, as applicable, shall provide notice of such default to Debtors with a copy to the Office of the United States Trustee and if a Committee of Unsecured Creditors has been appointed, then to the Committee and its counsel. The Debtors and other notice parties shall have a period of five business days from mailing of the notice of such default to cure or request a hearing before the Court to determine whether a default has indeed occurred. If cure or a request for a hearing do not occur within the stated five business days, Debtors' rights under this Order to use the Cash Collateral shall terminate (unless Debtors have otherwise obtained an Order

authorizing use of Cash Collateral). Use of Cash Collateral shall immediately cease, including no further payment of fees and expenses already approved pursuant to 11 U.S.C. § 330 and 311.

I. The Debtors shall, in the first instance, deposit any Cash Collateral upon receipt into its debtor-in-possession account. The funds in the debtor-in-possession account shall not be commingled between the Debtors and any other entity.

J. Subject only to the Investigation Period, the entry of this Final Order shall be a conclusive and binding determination on all parties that the Secured Parties have valid and perfected first-priority liens on the Collateral and Cash Collateral, the relative priority of which is governed exclusively by the Intercreditor Agreement and which, collectively, are superior to any other lien or rights of any other creditor and party in interest. For the avoidance of doubt, nothing in the Interim Order or this Order shall in any way alter the rights or relative priorities of the Secured Parties under the Intercreditor Agreement, and the Secured Parties, as among themselves, reserve all rights and remedies with respect to the Intercreditor Agreement.

K. Subject only to the Investigation Period, the entry of this Final Order shall be a conclusive and binding determination on all parties that the releases granted to the Releasees in Paragraph 19 above are appropriate and that the Debtors' grant of such releases is binding on all parties.

L. Accordingly, as adequate protection for the use of the Collateral and Cash Collateral pursuant to sections 361 and 363(e) of the Bankruptcy Code, the Secured Parties are hereby granted:

1) To the extent of any diminution in the value of the Secured Parties' interest in the Collateral resulting from the use of the Cash Collateral pursuant to the Interim Order and this Order, first priority replacement liens on all of the unencumbered

assets and property presently owned or hereafter acquired by the Debtors or the Debtors' estates. Such lien on such assets and property shall have the same validity and priority as their liens on the Collateral, as governed by the Intercreditor Agreement, effective as of the Petition Date, without the need for the execution or filing of any document or instrument otherwise to be executed or filed under applicable nonbankruptcy law, and shall have priority over any post-petition financing obtained pursuant to Bankruptcy Code § 364; and

2) To the extent of any diminution in the value of the Secured Parties' interest in the Collateral resulting from the use of the Cash Collateral pursuant to the Interim Order and this Order, junior priority replacement liens on all of the assets and property presently owned or hereafter acquired by the Debtors or the Debtors' estates subject to an otherwise valid security interest, including such property acquired on and after the Petition Date (the "Post-Petition Collateral"), except avoidance actions under the Bankruptcy Code. Such liens on the Post-Petition Collateral shall have the same validity and priority, subject only to such valid prior liens, as their liens on the Collateral, as governed by the Intercreditor Agreement, effective as of the Petition Date, without the need for the execution or filing of any document or instrument otherwise to be executed or filed under applicable nonbankruptcy law, and shall have priority over any post-petition financing obtained pursuant to Bankruptcy Code § 364; and

3) To the extent of any diminution in the value of the Secured Parties' interest in the Collateral resulting from the use of the Cash Collateral pursuant to the Interim Order and this Order, an allowed administrative expense claim under Bankruptcy

Code § 507(b), which shall have the same priority as all other administrative expenses;
and

4) A secured interest in the Collateral resulting from the use of the Cash Collateral pursuant to the Interim Order and this Order, in the amount of interest and fees, including reasonable attorney fees, which shall accrue in accordance with the terms and provisions of the Loan, the LC Reimbursement Agreement and the ISDA Agreement, as applicable, and as allowed by applicable law.

M. Nothing herein shall be deemed to be a consent by the Secured Parties to subordinate their secured claims to the administrative expenses of these bankruptcy proceedings or any superseding proceeding under the Bankruptcy Code, and nothing in the Interim Order or this Order shall give rise to a finding of a surcharge of the Secured Parties or any portion of the Collateral pursuant to Bankruptcy Code § 506. Moreover, the Secured Parties' failure to seek relief or otherwise exercise its rights and remedies under the Loan, the LC Reimbursement Agreement, the ISDA Agreement or this Order shall not constitute a waiver of any of their rights hereunder, thereunder or otherwise.

N. The Secured Parties shall be entitled to all of the rights and benefits of Bankruptcy Code § 552(b), and the "equities of the case" exception under Bankruptcy Code § 552(b) shall not apply to the Secured Parties.

O. Debtors shall be obligated to the Secured Parties for all reasonable costs and expenses (including, without limitation, attorneys' fees) incurred by the Secured Parties in connection with (i) the preparation of the Motion, the Interim Order, this Order and related documentation; (ii) the preservation and protection of the Secured Parties' rights hereunder and under any other such documentation; (iii) the collection of all loans and obligations owing by

Debtors to the Secured Parties; and (iv) this case, all as may be permitted by Bankruptcy Code § 506(b) and Bankruptcy Court Order.

P. Debtors shall timely provide to the Secured Parties all periodic reports and information, including but not limited to reports regarding Collateral (specifically including at least a monthly listing and aging of accounts), financial statements, evidence of insurance, debtor-in-possession reports, all documents specified in any agreement between Debtors and the Secured Parties, and all other information reasonably requested by the Secured Parties to enable the Secured Parties to be informed regarding indebtedness and obligations owing to the Secured Parties by Debtors, the collateral securing same, and Debtors' business.

Q. Upon five-business days prior notice, representatives of either of the Secured Parties may conduct reasonable observations of Debtors' books, records, and operations, and interview officers and employees of Debtors at reasonable times and in such manner as to not interfere with Debtors' reorganization efforts. Without limitation, the parties acknowledge that such observations may include, upon reasonable prior written notice, an audit by either of the Secured Parties' agents of Debtors' books and records. Debtors shall cause their accountants or bookkeepers to comply with any reasonable request by either of the Secured Parties or their agents concerning preparation of appropriate financial information and reports. Unless otherwise subject to a privilege, the Secured Parties shall share the results of any such audit with the Debtors.

R. During the effective term of this Order, the Debtors shall:

1. Pay, before they become delinquent, all fees required to be paid to the United States Trustee during the pendency of this proceeding;
2. Maintain and provide evidence of appropriate general liability and insurance coverage for the Collateral;

3. Timely file its financial operating reports and information with this Court;

4. Deliver to the Secured Parties on or before 12:00 a.m. (Eastern Time) on Thursday of each week (and if such day is not a business day, then the next succeeding business day) (i) a comparison for the prior week of actual results of all items contained in the Budget to the amounts originally contained in the Budget, and (ii) a cumulative comparison for the period from the Petition Date through the end of the prior week of the actual results of all items contained in the Budget to the amounts originally contained in the Budget, in each case along with such supporting information as the Secured Parties may request;

5. Maintain the existing cash management practices with respect to its accounts in effect prior to the Petition Date with respect to the Loan, the LC Reimbursement Agreement, the ISDA Agreement, security agreements and related agreements between the Debtors and the Secured Parties; and

6. Comply with the Loan, the LC Reimbursement Agreement and the ISDA Agreement other than with respect to the events of default existing as of the Petition Date, as modified herein, or as prohibited by the Bankruptcy Code.

S. In the event any other person or entity hereafter seeks an order from the United States Bankruptcy Court pursuant to §§ 361, 362, 363, 364, or 365 of the Bankruptcy Code, the Secured Parties shall be given notice hereof and the Secured Parties shall have an opportunity to be heard prior to the entry of any such order.

T. Any sale of all or any portion of the Collateral shall be subject to Bankruptcy Code § 363 and the Secured Parties reserve their rights with respect to any such sale.

U. Nothing contained herein shall preclude either of the Secured Parties or Debtors from making appropriate requests of this Court for such other or further relief as shall from time to time be necessary for adequate protection of the Secured Parties' interests, including their security interests in the Collateral. The Secured Parties' agreement to the provisions herein shall

not constitute an admission by the Secured Parties that Debtors should continue in business or that there is a reasonable likelihood of Debtors' successful reorganization. The automatic stay provided by Bankruptcy Code § 362(a), to the extent applicable, shall be deemed vacated or modified as necessary to implement the provisions of this Agreement, but this provision shall not mean nor be interpreted to mean that the Secured Parties shall be entitled to foreclose on the Collateral without first obtaining an order under Bankruptcy Code § 362(d) with an opportunity for the Debtors to respond.

V. Termination of the Debtors' right to use Cash Collateral shall in no manner affect the validity, enforceability, or priority of the claims, liens, or other protections accorded to the Secured Parties pursuant to the provisions of this Order or affect the ability of the Debtors to request expedited relief on the continued use of Cash Collateral.

W. None of the Agents, Lenders or BP shall be required to file proofs of claim in any of the cases or successor cases, and the Debtors' stipulations in paragraphs 8 through 18 hereof shall constitute a timely filed proofs of claim of Secured Parties. Any order in the cases relating to the establishment of a bar date for filing proofs of claim shall not apply to the Secured Parties.

X. The provisions of this Order and any action taken pursuant hereto shall survive entry of any order confirming a plan of reorganization, dismissing this proceeding or converting this proceeding to one under Chapter 7 of the Bankruptcy Code. The terms and conditions of this Order shall continue in full force and effect in this and any subsequent proceeding under the Bankruptcy Code.

Y. This Order is immediately valid and fully and finally effective upon its approval and entry by the Court.

Z. Except as otherwise modified by this Agreement, the Loan documents remain in full force and effect and are hereby incorporated in this Agreement.

AA. This Order shall constitute findings of fact and conclusions of law. To the extent that any finding of fact shall be determined to be a conclusion of law it shall be so deemed and *vice versa*.

Dated: October 12, 2016.

BY THE COURT:


Hon. United States Bankruptcy Judge