

Assumed Liabilities) pursuant to that certain asset purchase agreement (the “**Agreement**”) dated November 7, 2012, by and among the Debtor (“**Seller**”) and Decatur Hospital Authority d/b/a Wise Regional Health System, a Corporation duly organized, existing and in good standing under the laws of Texas (together with any of its affiliates that are assignees under the Agreement, the “**Purchaser**”); (b) approving the Agreement; (c) approving the assumption and assignment of the Assumed Contracts; and (d) granting certain related relief; and the Court having entered the *Order: (A) Approving Bidding Procedures and Bidding Protections in Connection with Sale of Substantially all of the Debtor’s Assets; (B) Establishing Procedures for Filing Objections to the Proposed Assumption and Assignment of Certain Contracts and Cure Amounts; (C) Scheduling a Hearing on the Sale Motion; and (D) Granting Related Relief* on December 28, 2012 [Docket No. 129] (the “**Bidding Procedures Order**”); and the Debtor having determined, after a reasonable marketing process, that the Purchaser has submitted the highest or otherwise best bid for the Purchased Assets; and upon adequate and sufficient notice of the Sale Motion, the related procedures and deadlines, the hearing before the Court on February 4, 2013 (the “**Sale Hearing**”) and any other related transactions having been given in the manner directed by the Court pursuant to the Bidding Procedures Order; and the Court having reviewed and considered (x) the Sale Motion and all relief related thereto, (y) the objections thereto, if any, and (z) the statements of counsel and evidence presented in support of the relief requested by the Debtor at the Sale Hearing; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtor, its estate and creditors (including holders of the Existing Bonds) and

other parties-in-interest; and upon the record of the Sale Hearing and all other pleadings and proceedings in these chapter 11 cases, including the Sale Motion; and after due deliberation thereon, and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND DETERMINES THAT:²

² The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

C. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable to this proceeding by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

Notice of the Sale and Auction

D. Actual written notice of the Sale Motion was provided to the following parties (the "**Notice Parties**"): (i) the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**"); (ii) counsel to the Official Committee of Unsecured Creditors (the "**Creditors' Committee**"); (iii) counsel to the Purchaser; (iv) counsel to U.S. Bank, National Association, in its capacities as indenture trustee and master trustee ("**Bond Trustee**") for the Existing Bonds issued for the benefit of the Debtor under that certain Trust Indenture between Tarrant County Cultural Education Facilities Finance Corporation and U.S. Bank National Association dated as of January 1, 2007 (hereinafter, together with all amendments thereto and modifications thereof,

and all documents evidencing or securing the Existing Bonds, the “*Pre-Petition Bond Agreements*”); (v) the holders of the Existing Bonds (through the Depository Trust Company and the Electronic Municipal Market Access (EMMA) service); (vi) all persons or entities holding Liens (defined below) on any of the Purchased Assets; (vii) the Internal Revenue Service; (viii) all non-debtor counterparties to the Debtor’s executory contracts and unexpired leases that are Assumed Contracts; and (ix) all persons or entities filing notices of appearance or requests for notice of the proceedings in these chapter 11 cases. As set forth in the record of these proceedings, notice was additionally given by publication in the Wise County Messenger and Becker’s Hospital Review [Docket No. 147].

E. Notice of the Sale Hearing and deadlines associated with the Sale Hearing was reasonably calculated to provide all interested parties, including holders of the Existing Bonds, with timely and proper notice of the Sale, the Sale Hearing, the procedures associated with the Sale, the deadlines associated therewith and the provisions of this Order.

F. As evidenced by the affidavits of service previously filed with the Court, proper, timely, adequate and sufficient notice of the Auction, Sale Motion, the provisions of this Order, Sale Hearing, Sale and the transactions contemplated thereby, including without limitation, the assumption and assignment of the Assumed Contracts to the Purchaser, was provided to parties in interest, including holders of the Existing Bonds, in accordance with the Bidding Procedures Order (including, without limitation paragraph 6 thereof), sections 105(a), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9008. The notices served on the Notice Parties, holders of the Existing Bonds and other parties in interest described herein and in the Bidding Procedures Order were good, sufficient and appropriate under the

circumstances, and no other or further notice of the Auction, Sale Motion, Sale Hearing, Sale, or the assumption and assignment of the Assumed Contracts to the Purchaser is or shall be required.

G. The disclosures made by the Debtor concerning the Auction, Agreement, Sale Motion, Sale, the provisions of this Order, assumption and assignment of the Assumed Contracts to the Purchaser and Sale Hearing were good, complete and adequate.

H. A reasonable opportunity to object and be heard with respect to the Sale and the Sale Motion, the relief requested therein (including the assumption and assignment of the Assumed Contracts to the Purchaser and any Cure Costs related thereto), and the provisions of this Order has been afforded to all interested persons and entities, including the Notice Parties and holders of the Existing Bonds.

Good Faith of the Purchaser

I. The Agreement was negotiated, proposed and entered into by the Seller and the Purchaser without collusion, in good faith and from arms'-length bargaining positions.

J. The Purchaser is not an "insider" or "affiliate" of the Debtor as those terms are defined in the Bankruptcy Code. Neither the Debtor nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under section 363(n) of the Bankruptcy Code. Specifically, the Purchaser has not acted in a collusive manner with any person, and the aggregate price paid by the Purchaser for the Purchased Assets (the "**Purchase Price**") was not controlled by any agreement among the bidders.

K. The Purchaser is purchasing the Purchased Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser proceeded in good faith in connection with all aspects of the Sale, including: (i) complying in all respects

with the Bid Procedures Order; (ii) agreeing to subject its bid to the competitive bidding procedures set forth in the Bid Procedures Order; (iii) neither inducing nor causing the Debtor's chapter 11 filings; and (iv) disclosing all payments to be made by the Purchaser in connection with the Sale. Accordingly, the Purchaser is entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

L. With respect to any discussions or agreements entered into between the Purchaser and the Debtor's management or key personnel regarding compensation or future employment, the Purchaser has disclosed the material terms of any such agreements and the measures taken to ensure the fairness of the Sale in light of any such agreements.

Highest or Otherwise Best Offer

M. The Debtor conducted a sale process in accordance with, and has otherwise complied in all respects with, the Bidding Procedures Order.

N. As set forth on the record at the Sale Hearing, the Debtor retained Navigant Capital Advisors ("Navigant") in these proceedings as financial advisor to assist the Debtor in identifying potential purchasers and in preparing an executive summary of the Debtor and its business for use in the sale process. The uncontroverted affidavit of Matt Caine in these proceedings [Docket No 33] establishes that Navigant has extensive expertise and experience in financial matters and involving hospitals and health care entities, and advises on mergers, acquisitions and divestitures, arranges private placement of debt and equity, and provides a broad range of corporate finance services across a number of industries, including healthcare.

O. The sale process set forth in the Bidding Procedures Order and conducted by the Debtor and its advisors afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. With assistance from

Navigant, the Debtor and its representatives identified and contacted approximately 64 potential purchasers by both telephone and in writing regarding the Debtor, the Debtor's business, and the ongoing sale process contemplated by the Bidding Procedures Order. As also set forth on the record, the Debtor assembled and maintained an electronic data room containing financial information and key agreements relative to the Debtor's business, and 15 potential purchasers executed confidentiality agreements and performed diligence. The Debtor hosted ~~the~~ site visits with potential purchasers in its effort to solicit competing bids and to test the Purchaser's offer for the Purchased Assets.

P. The sale process and all associated deadlines and procedures were duly noticed and conducted in a non-collusive, fair, and good faith manner and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Purchased Assets.

Q. The Purchaser submitted the highest and best offer for the Purchased Assets. The Bid Procedures obtained the highest value for the Purchased Assets for the Debtor and its estates. No other entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtor's estate and/or the Debtor's creditors than the Purchaser. The record of these proceedings indicates that absent the sale of the Purchased Assets to the Purchaser, there is a substantial and imminent likelihood that the Debtor's hospital facility would promptly cease to operate as a going concern, and that the value of the Debtor's assets, including the Purchased Assets, would be substantially diminished. The Debtor's determination that the Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtor's business judgment.

No Fraudulent Transfer

R. The consideration provided by the Purchaser pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtor's estate and its creditors (including holders of the Existing Bonds) than would be provided by any other available alternative and (iv) constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code) and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. No other person, entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtor's estate than the Purchaser. The Debtor's determination that the Agreement constitutes the highest or otherwise best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtor's business judgment. Approval of the Sale Motion and the Agreement, and the consummation of the transactions contemplated thereby, is in the best interests of the Debtor, its estate, creditors (including holders of the Existing Bonds) and other parties-in-interest.

S. The Purchaser is not a mere continuation of the Debtor or its estate and there is no continuity of enterprise between the Purchaser and the Debtor. The Purchaser is not holding itself out to the public as a continuation of the Debtor. The Purchaser is not a successor to the Debtor or its estate and the Sale does not amount to a consolidation, merger or de facto merger of Purchaser and the Debtor.

Validity of Transfer

T. The Debtor has, subject to the entry of this Order (i) full corporate power and authority to execute and deliver the Agreement and all other documents contemplated thereby, (ii) all corporate authority necessary to consummate the transactions contemplated by the

Agreement and (iii) taken all corporate action necessary to authorize and approve the Agreement and the consummation of the transactions contemplated thereby. The Sale has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtor to consummate the Sale, Agreement or transactions contemplated thereby.

U. The Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia. Neither the Debtor nor the Purchaser are fraudulently entering into the transaction contemplated by the Agreement.

V. The Debtor has good and marketable title to the Purchased Assets and is a lawful owner of the Purchased Assets. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets to the Purchaser will be, as of the closing of the transactions contemplated by the Agreement (the "*Closing Date*"), a legal, valid and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Sellers to the Purchased Assets free and clear of (i) all liens and Encumbrances (including any right of first offer or refusal regarding or option to purchase any real property) relating to, accruing or arising any time prior to the Closing Date (collectively, the "*Liens*") and (ii) all debts arising under, relating to or in connection with any act of the Debtor or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, rights with respect to Claims (defined below) and Liens (x) that purport to give to any party a

right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, the Debtor's or the Purchaser's interests in the Purchased Assets, or any similar rights, or (y) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, as defined in this clause (ii), "*Claims*"), relating to, accruing or arising any time prior to the Closing Date, with the exception of Assumed Liabilities or as expressly provided in this Order.

Section 363(f) Is Satisfied

W. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor may sell the Purchased Assets free and clear of any interest in the property.

X. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby if the Sale and the assumption of liabilities and obligations as set forth in the Agreement by the Purchaser were not free and clear of all Liens, Claims and other interests of any kind or nature whatsoever (other than the Assumed Liabilities). Unless otherwise expressly included in the Assumed Liabilities, the Purchaser shall not be responsible for any Liens or Claims, including in respect of the following: (i) any labor or employment agreements; (ii) all mortgages, deeds of trust and security interests; (iii) intercompany loans and receivables between the Debtor and any non-debtor subsidiary; (iv) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor or any

multiemployer plan to which the Debtor has at any time contributed to or had any liability or potential liability; (v) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar state law (collectively, "**COBRA**"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with the Debtor or any of its predecessors; (vi) Claims or Liens arising under any Environmental Laws with respect to any assets owned or operated by any Debtor or any corporate predecessor of any Debtor at any time prior to the Closing Date and any of the Debtor's liabilities other than the Assumed Liabilities; (vii) any bulk sales or similar law; (viii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (ix) any Excluded Liabilities.

Y. Not selling the Purchased Assets free and clear of all Liens, Claims and other interests of any kind or nature whatsoever against the Debtor (except the Assumed Liabilities and except as otherwise provided in this Order) would adversely impact the Debtor's estate and the financial recoveries for creditors, including holders of the Existing Bonds, and the sale of the Purchased Assets other than one free and clear of all Liens, Claims and other interests of any

kind or nature whatsoever against the Debtor (except the Assumed Liabilities and except as otherwise provided in this Order) would be of substantially less value to the Debtor's estate.

Z. The Debtor may sell the Purchased Assets free and clear of all Liens, Claims and other interests of any kind or nature whatsoever against the Debtor, its estate or any of the Purchased Assets (except the Assumed Liabilities and except as otherwise provided in this Order) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Liens or Claims against the Debtor, their estates or any of the Purchased Assets who did not object or who withdrew their objections to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

AA. Good and sufficient reasons for approval of the Agreement and the Sale have been articulated. The relief requested in the Sale Motion is in the best interests of the Debtor, the estate, the Debtor's creditors (including Holders of the Existing Bonds) and other parties-in-interest. The Debtor has demonstrated (i) good, sufficient and sound business purposes and justifications for approving the Agreement and (ii) compelling circumstances for the Sale outside of (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code and (b) a plan of reorganization, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtor's estate and the Sale will provide the means for the Debtor to maximize distributions to holders of the Existing Bonds and other creditors.

BB. To maximize the value of the Purchased Assets and preserve the viability of the businesses to which the Purchased Assets relate, it is essential that the Sale occur within the time constraints set forth in the Agreement. Time is of the essence in consummating the Sale.

CC. Given all of the circumstances of this chapter 11 case and the adequacy and fair value of the Purchase Price under the Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

DD. The Sale does not constitute a *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates a liquidating plan of reorganization for the Debtor.

EE. The Debtor, in connection with offering products or services, did not disclose any policy prohibiting the transfer of personally identifiable information and, therefore, the sale of the Purchased Assets may be approved pursuant to section 363(b)(1)(A) of the Bankruptcy Code without the appointment of a consumer privacy ombudsman as defined in Bankruptcy Code section 363(b)(1) and without the appointment of a patient care ombudsman as provided for in Bankruptcy Code section 333.

FF. Given the circumstances of the Sale, Bankruptcy Code section 351 does not apply.

GG. The consummation of the Sale and the assumption and assignment of the Assumed Contracts is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 thereof.

Adequate Assurance of Future Performance

HH. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assumed Contracts pursuant to section 365(b)(1)(C) of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The relief requested in the Sale Motion, including the Sale, is granted and approved to the extent set forth in this Order.

2. Any objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled by announcement to the Court during the Sale Hearing or by stipulation filed with the Court, including any and all reservations of rights included in such objections or otherwise (except the reservations of right and objections expressly preserved in this Order), are hereby denied and overruled with prejudice. Those parties who did not object or withdrew their objections to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

3. In accordance with paragraph 15 of the Bidding Procedures Order, any objections that object solely to the Cure Amount may not prevent or delay the Debtor's assumption and assignment of the Assumed Contracts or the sale of the Purchased Assets. If a party objects solely to a Cure Amount, the Debtor may hold the claimed Cure Amount in reserve pending further order of the Court or mutual agreement of the parties. So long as the Debtor holds the claimed Cure Amount in reserve, and there are no other unresolved objections to assumption and assignment, the Debtor can, without further delay, assume and assign the Assumed Contract that is the subject of the objection. If the parties are able to resolve the dispute with respect to the Cure Amount(s), they may file with the Court a notice signed by both parties that establishes the

Cure Amount(s) without further order of the Court. If the parties are unable to resolve the dispute with respect to the Cure Amount(s), the Court shall determine the Cure Amount(s) at a future omnibus setting. Under such circumstances, the objecting party's recourse is limited to the funds held in reserve. For purposes of this paragraph the term "party" shall mean one or all of the following: the Debtor, the non-debtor counterparty to the Assumed Contract, the Creditors' Committee, the Bond Trustee and the Purchaser.

Approval of the Agreement

4. The Agreement as modified by this Order, all Ancillary Agreements, and all of the terms and conditions thereof are hereby approved.

5. The sale of the Purchased Assets and the consideration provided by the Purchaser under the Agreement is fair and reasonable to the Debtor and its creditors, including holders of the Existing Bonds and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale pursuant to and in accordance with the terms and conditions of the Agreement, (ii) close the Sale as contemplated in the Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement and fully close the Agreement, including the assumption and assignment of the Assumed Contracts to the Purchaser, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement and the Sale. The Debtor and Purchaser are authorized and directed to, without limitation, distribute the Wise Bonds and the Existing Bond Cash Payment to holders of the Existing Bonds at the Closing in accordance with the Agreement (subject to the Bond

Trustee's charging lien(s) under the Prepetition Bond Documents), including, but not limited to section 4.1(a) thereof and neither the Bond Trustee nor the Committee shall have any liability or other obligation to any party for actions taken by them in connection with the sale process or the allocations and distributions of sale proceeds in accordance with the terms of the Agreement and this Order. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order.

7. This Order and the terms of the Agreement, including all provisions relating to the New Bonds and Purchase Price shall be binding in all respects upon (a) the Debtor, (b) its estate, (c) all creditors of the Debtor, including all holders of the Existing Bonds, (d) all holders of equity interests in, the Debtor, (e) all holders of Liens, Claims or other interests (whether known or unknown) in, against or on all or any portion of the Purchased Assets, (f) the Purchaser and all successors and assigns of the Purchaser, (g) the Purchased Assets and (h) any trustees, if any, subsequently appointed in the Debtor's chapter 11 case or upon a conversion of this case to a case under chapter 7 under the Bankruptcy Code. This Order and the Agreement shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser and the respective successors and assigns of each of the foregoing.

Transfer of the Purchased Assets

8. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Purchased Assets to the Purchaser on the Closing Date and such transfer shall (a) constitute a legal, valid, binding and effective transfer of the Purchased

Assets, (b) vest the Purchaser with title to the Purchased Assets and (c) upon the Purchaser's delivery of the Purchase Price and the New Bonds in accordance with the terms of the Agreement and this Order, be free and clear of all Liens, Claims and other interests of any kind or nature whatsoever (other than Assumed Liabilities), including but not limited to, successor or successor-in-interest liability and Claims in respect of the Excluded Liabilities, with such Liens, including mechanics, materialmen and subcontractor Liens and rights to receive payment of trust funds, Claims and other interests to attach to the proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets. Upon the closing of the Sale (the "**Closing**"), the Purchaser shall take title to and possession of the Purchased Assets subject only to the Assumed Liabilities.

9. Except with respect to Assumed Liabilities, all persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Purchaser or its assignee at the Closing. The provisions of this Order authorizing the sale of the Purchased Assets free and clear of Liens, Claims and other interests of any kind or nature whatsoever (other than the Assumed Liabilities) shall be self-executing, and neither the Debtor nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Order.

10. The Debtor, Purchaser and Bond Trustee are each hereby authorized to take any and all actions necessary to consummate the Agreement, including, in the case of the Debtor, any actions that otherwise would require further approval by shareholders or any of the Debtor's board of directors or board of managers, as the case may be, without the need of obtaining such approvals.

11. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other Encumbrances of record except with respect to Assumed Liabilities.

12. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, or interests in, all or any portion of the Purchased Assets (other than statements or documents with respect to the Permitted Encumbrances which are Assumed Liabilities) shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements and any other documents necessary for the purpose of documenting the release of all liens or interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtor is hereby authorized and directed, and the Purchaser is hereby authorized, on behalf of the Debtor and each of the Debtor's creditors, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

13. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Seller's interests in the Purchased Assets, subject to the occurrence of the Closing. This Order is and shall be effective as a determination that, on the Closing Date, subject to the occurrence of the Closing, all Liens, Claims and other interest of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, other than Assumed Liabilities or as otherwise provided in this Order, shall have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected; provided, that such Liens, Claims and other interests shall attach to the proceeds of the Sale in the order of their priority, with the same

validity, force and effect which they now have as against the Purchased Assets. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

14. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any (i) federal, state, or local governmental or regulatory license, permit, registration, and (ii) governmental authorization or approval of the Debtor with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing Date.

15. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of the Debtor's chapter 11 case or the consummation of the transactions contemplated by the Agreement. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order.

Prohibition of Actions Against the Purchaser

16. Except for the Assumed Liabilities, or as otherwise expressly provided for in this Order or the Agreement, the Purchaser shall not have any liability or other obligation of the Debtor arising under or related to any of the Purchased Assets, and the Purchaser is not a “successor” to the Debtor or their estate by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of the Debtor and/or its estate under any theory of law or equity. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Agreement, the Purchaser shall not be liable for any Claims against the Debtor or any of its respective predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, successor or successor employer liability (including any obligations pursuant to COBRA) with respect to any employee benefit plan as defined in Section 3(3) of ERISA, de facto merger or joint venture, mere continuation, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties, intercompany loans and receivables between the Debtor and any non-debtor subsidiary, liabilities relating to or arising from any Environmental Laws, and any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of any of the Purchased Assets prior to the Closing.

17. Except for the Assumed Liabilities, or as otherwise expressly provided for in this Order or the Agreement, all persons and entities, including, but not limited to, all debt security

holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants and other creditors, holding Liens, Claims or other interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtor, the Purchased Assets, the operation of the Debtor's business prior to the Closing Date or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser, any of its affiliates, any of the foregoing's successors, assigns, assets or properties or the Purchased Assets, such persons' or entities' Liens, Claims or interests in and to the Purchased Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the Purchaser, any of its affiliates or any of the foregoing's successors, assigns, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, any of its affiliates or any of the foregoing's successors, assigns, assets or properties; (c) creating, perfecting or enforcing any Lien or other Claim against the Purchaser, any of its affiliates or any of the foregoing's successors, assigns, assets or properties; (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser, any of its affiliates or any of the foregoing's successors or assigns; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order, other orders of the Court or the Agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating or failing or refusing to transfer or renew any license, permit

or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

18. On the Closing Date, or as soon as possible thereafter, each creditor is authorized and directed, and the Purchaser is hereby authorized, on behalf of each of the Debtor's creditors, to execute such documents and take all other actions as may be necessary to release Liens, Claims and other interests in or on the Purchased Assets (except Assumed Liabilities or as otherwise provided in this Order), if any, as provided for herein, as such Liens may have been recorded or may otherwise exist.

19. The secretary, any assistant secretary, agent, representative or officer of the Debtor shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtor is further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtor may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the applicable business corporation, trust and other laws of the applicable governmental units,

including for the change of the Debtor's corporate names, with respect to the implementation and consummation of the Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby.

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

21. The Purchaser has given substantial consideration under the Agreement for the benefit of the Debtor, its estate and creditors. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential Claims and Liens pursuant to the Order, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Liens against, interests in or Claims against the Debtor or any of the Purchased Assets, other than holders of Liens or Claims relating to Assumed Liabilities or as otherwise provided in this Order. The consideration provided by the Purchaser for the Purchased Assets under the Agreement is fair and reasonable and accordingly the purchase may not be avoided under section 363(n) of the Bankruptcy Code.

22. Effective as of the Closing, the Purchaser, its successors and assigns, shall be designated and appointed the Debtor's true and lawful attorney and attorneys, with full power of substitution, in the Debtor's name and stead, on behalf of and for the benefit of the Purchaser, its successors and assigns, for any purpose as provided in the Agreement as amended by this Order, including for the following purposes: to demand and receive any and all of the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, and from time to time to institute and prosecute in the Debtor's name, for the benefit of the

Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Purchaser, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Purchased Assets, and to do all acts and things with respect to the Purchased Assets which the Purchaser, its successors and assigns, shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Debtor.

Assumption and Assignment of Assumed Contracts

23. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale, the Debtor's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in section 2.1 of the Agreement as modified by this Order, of the Assumed Contracts is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

24. The Debtor is hereby authorized and directed in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the Closing Date, the Assumed Contracts free and clear of all Claims, Liens or other interests of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

25. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved

from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Purchaser, except as provided in the Agreement.

26. Nothing in this Order or the Agreement releases the Purchaser from compliance with any applicable license, permit, registration, authorization, or approval, in each case, of or with respect to a governmental unit. The Purchaser shall continue to honor and comply with the terms and requirements of any such applicable license, permit, registration, authorization, or approval.

27. All defaults or other obligations of the Debtor under the Assumed Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured pursuant to the terms of the Agreement on the Closing Date or as soon thereafter as reasonably practicable.

28. To the extent a counterparty to an Assumed Contract failed to timely object to a Cure Amount, such Cure Amount shall be deemed to be finally determined and any such counterparty shall be prohibited from challenging, objecting to or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall completely revive any Assumed Contract to which it relates. No sections or provisions of any Assumed Contract that purport to provide for additional payments, penalties, charges or other financial accommodations in favor of the non-debtor third party to the Assumed Contracts shall have any force and effect with respect to the Sale and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code. No assignment of any Assumed Contract pursuant to the terms of the Agreement shall in any

respect constitute a default under any Assumed Contract. The non-debtor third party to each Assumed Contract shall be deemed to have consented to such assignment under section 365(c)(1)(B) of the Bankruptcy Code, and the Purchaser shall enjoy all of the Debtor's rights and benefits under each such Assumed Contract as of the applicable date of assumption without the necessity of obtaining such non-debtor third party's written consent to the assumption or assignment thereof.

29. With respect to objections to any Cure Amounts that remain unresolved as of the Sale Hearing, such objections shall be resolved in accordance with the procedures set forth in the Sale Motion.

30. Nothing in this Order, the Sale Motion or in any notice or any other document is or shall be deemed an admission by the Debtor that any contract is an executory contract or must be assumed and assigned pursuant to the Agreement or in order to consummate the Sale.

31. The failure of the Debtor or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such term(s) or condition(s) or of the Debtor's and Purchaser's rights to enforce every term and condition of such Assumed Contract.

32. All parties to the Assumed Contracts are forever barred and enjoined from raising or asserting against the Purchaser any assignment fee, default, breach, Claim, pecuniary loss or condition to assignment arising under or related to the Assumed Contracts existing as of the Closing Date or arising by reason of the Closing, except for any amounts that are Assumed Liabilities or as otherwise provided in this Order.

Other Provisions

33. This Order, the Agreement and the Ancillary Agreements shall be binding in all respects upon all creditors and equity-holders of the Debtor, all non-debtor parties to the Assumed Contracts, all successors and assigns of the Debtor and any of its respective affiliates and subsidiaries and any trustees, examiners, "responsible persons" or other fiduciaries appointed in the Debtor's bankruptcy case or upon a conversion of such case to a case under chapter 7 of the Bankruptcy Code in accordance with the Bankruptcy Code and other applicable law. The Agreement and the Ancillary Agreements shall not be subject to rejection or avoidance under any circumstances.

34. The Agreement and the Ancillary Agreements may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate; provided further that prior notice, and an opportunity to object, shall be provided to the Creditors' Committee and Bond Trustee.

35. Except to the extent expressly included in the Assumed Liabilities, the Purchaser and its affiliates shall have no liability, obligation or responsibility under the Comprehensive Environmental Response Compensation and Liability Act, or any foreign, federal, state or local labor, employment or Environmental Law by virtue of the Purchaser's purchase of the Purchased Assets or assumption of the Assumed Liabilities.

36. The consideration provided by the Purchaser to the Debtor pursuant to the Agreement for the Purchased Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent

Conveyance Act and under the laws of the United States, any state, territory, possession or the District of Columbia.

37. Except for the Assumed Liabilities, or as otherwise expressly provided for in this Order or the Agreement, the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of the Debtor and/or its estate, including, but not limited to, any bulk sales or similar law, successor liability, antitrust law, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtor, or any of its predecessors or affiliates or any obligations of the Debtor or its predecessors or affiliates arising prior to the Closing Date, for any liabilities, debts, commitments or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) in any way whatsoever relating to or arising from the Purchased Assets or the Debtor's operation of its business or use of the Purchased Assets on or prior to the Closing Date including, but not limited to, any liabilities, debts, commitments or obligations arising on or prior to the Closing and under or in connection with: (a) any employment or labor agreements (including any collective bargaining agreements), consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtor is a party; (b) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtor; (c) the cessation of the Debtor's operations, dismissal of employees or termination (including rejection) of employment or labor agreements (including any collective bargaining agreements) or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to

applicable law; (d) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims; (e) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing; (f) any liabilities, debts, commitments or obligations of, or required to be paid by, the Debtor for any taxes of any kind for any period; (g) any liabilities, debts, commitments or obligations for any taxes relating to the business of the Debtor or the Purchased Assets for or applicable to the pre-closing period; (h) any litigation; (i) any products liability, other tort or similar claims, whether pursuant to any state or any federal law; and (j) any Excluded Liabilities as set forth in the Agreement. The Purchaser has given substantial consideration under the Agreement for the benefit of the holders of any Liens. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Liens against or interests in the Debtor or any of the Purchased Assets.

38. Nothing in this Order or the Asset Purchase Agreement releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order, and the Purchaser reserves all rights and defenses other than asserting that it is free of such liability on account of this Order with respect to any liability to a governmental unit under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Notwithstanding the foregoing sentence, nothing in this Order shall be interpreted to impose liability on the Purchaser for penalties or other costs for days of violation prior to entry of this

Order under environmental laws or regulations or otherwise or shall constitute an admission of liability by the Purchaser under environmental laws or regulations.

39. The Purchaser is hereby generally released by the Seller and its estate from any and all claims that the Debtor or any party claiming derivatively through the Debtor may have against the Purchaser, other than claims against the Purchaser arising under the Agreement or as otherwise provided in this Order.

40. The transactions contemplated by the Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is defined 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, unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

41. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) this chapter 11 case, (b) any subsequent chapter 7 case into which this chapter 11 case may be converted or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Agreement (as modified by this Order) or the terms of this Order.

42. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

43. The failure to specifically include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of

the Court that the Agreement be authorized and approved in its entirety; *provided, however*, that this Order shall govern if there is any inconsistency between the Agreement (including all Ancillary Agreements) and this Order. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

44. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which Debtor is a party or which has been assigned by Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) interpret, implement and enforce the provisions of this Order, (c) protect the Purchaser against any Liens, Claims or other interest in or against the Debtor or the Purchased Assets of any kind or nature whatsoever attaching to the proceeds of the Sale and (d) enter any orders under section 363 or 365 of the Bankruptcy Code with respect to the Assumed Contracts.

45. Any amounts payable by the Debtor under the Agreement, the Bidding Procedures Order or any of the documents delivered by the Debtor in connection with the Agreement or the Bidding Procedures Order shall be paid in the manner provided in the Agreement or the Bidding Procedures Order, without further order of this Court, shall be allowed administrative claims in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, shall have the other protections provided in the Bidding Procedures Order, and shall not be discharged, modified or otherwise affected by any reorganization plan for the Debtor, except by an express written agreement of the Purchaser or its successors or assigns. For

purposes of clarification, this Order authorizes payment of claims by the Debtor only as expressly set forth in this Order, under the Agreement, or under the Bidding Procedures Order.

46. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

47. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(g), 6004(h), 6006(d), 7062, 9014 or otherwise. The Debtor and the Purchaser are authorized to close the Sale immediately upon entry of this Order.

48. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion in these chapter 11 cases, the terms of this Order shall govern.

******* END OF ORDER *******

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