

# EXHIBIT B

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re: \_\_\_\_\_X

Chapter 11

Case No. 12-10017 (MG)  
(Jointly Administered)

PLUM TV, INC. *et al.*,

Debtors.  
\_\_\_\_\_X

**ORDER ESTABLISHING SALE PROCEDURES, INCLUDING APPROVAL OF A BREAK-UP  
FEE, ASSIGNMENT PROCEDURES AND NOTICING GUIDELINES IN CONNECTION WITH  
THE DEBTORS' PROPOSED SALE OF SUBSTANTIALLY ALL OF THEIR ASSETS,  
SUBJECT TO HIGHER AND BETTER OFFERS, FREE AND  
CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES**

Upon the motion (the "**Sale Motion**") dated, January 3, 2012, of Plum TV, Inc., *et al.* (collectively, the "**Debtors**"), as debtors and debtors in possession, by and through their counsel, SilvermanAcampora LLP, seeking among other relief, the entry of an order in accordance with sections 105, 363 and 365 of title 11, United States Code (the "**Bankruptcy Code**"), and Rules 2002, 6004, 9006, and 9007 of the Federal Rules of Bankruptcy Procedure: (a) authorizing and approving the terms and conditions of a certain asset purchase agreement (the "**APA**") for a sale by and between the Debtors, as sellers, and PMG Media Group, LLC ("**PMG**"), as buyer, of substantially all of the Debtors' assets, as well as the assumption and assignment of certain unexpired leases of non-residential real property and certain executory contracts (collectively, the "**Purchased Assets**"), for a purchase price of \$1,000,000, plus the assumption of certain secured debt of the Debtors, subject to higher or subject to higher and better offers for the Purchased Assets as may be tendered at a public auction sale (the "**Auction**"), to be held at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton U.S. Custom House, One Bowling Green, Courtroom 501, New York, New York on March 1, 2012, at 11:00 a.m., free and clear of all liens, claims, encumbrances, security interests and other restrictions on transfer, except for the Assumed Liabilities under the APA (collectively, the "**Encumbrances**"), with such Encumbrances, if any, to attach to the net proceeds of sale in the amount and priority as they

currently exist, (b) authorizing the consummation of the transactions contemplated therein, (c) approving certain notice and bidding procedures for the Auction (collectively, the "**Bidding Procedures**"); (d) approving a break-up fee in the amount of three (3%) percent of the highest and best bid accepted by the Debtors at the conclusion of the Auction, plus reimbursement of PMG's actual and reasonable expenses related to the APA (collectively, the "**Break-Up Fee**"); (e) fixing March 7, 2012, at 10:00 a.m. (the "**Sale Hearing**") as the date for a hearing to approve the sale of the Purchased Assets, (5) approving the form, time and scope of notice of the Auction, and (6) granting related relief; and a hearing having been held on that portion of the Motion seeking approval of the Bidding Procedures before the Honorable Martin Glenn, United States Bankruptcy Judge, United States Bankruptcy Court, Southern District of New York, Alexander Hamilton U.S. Custom House, Courtroom 501, New York, New York 10004 on the 30th day of January, 2012 (the "**Procedures Hearing**"), at which time all parties in interest were afforded an opportunity to be heard; and upon the record of the Procedures Hearing which is incorporated herein by reference; and after due deliberation and consideration of all the facts and circumstances herein, and upon the affidavit of service of the Motion on file with the Court; and the relief sought being determined to be in the best interest of the estates; and no further notice being necessary or required, it is

**ORDERED**, that the Motion is granted to the extent provided for herein and all other relief sought in the Motion will be considered at the Sale Hearing; and it is further

**ORDERED**, that the notice of the hearing on the Bidding Procedures and Auction as provided by the Debtors is deemed proper and adequate under the circumstances; and it is further

**ORDERED**, the payment of the Break-up Fee to PMG under the terms of this Order and the APA is hereby approved and the Debtors are authorized and directed to pay the Break-up Fee to PMG from the proceeds of the sale of the Purchased Assets at, or promptly after the closing of a sale of the Purchased Assets, if and only if, a party other than PMG is deemed to be the Successful Bidder (as defined in the annexed terms and conditions of sale) at the conclusion of the Auction; provided, however, that prior to the payment of the Break-up Fee, PMG shall provide on no less than

seven (7) days notice an accounting of the expenses for which it seeks reimbursement including with documentation supporting such amounts to counsel to the Debtors, the Office of the United States Trustee, and, counsel to the Official Committee of Unsecured Creditors, if one is appointed; and it is further

**ORDERED**, the assignment procedures set forth in the Motion (the "Assignment Procedures") are hereby approved. Within five (5) days after entry of this Order, the Debtors shall file an assignment schedule (the "Assignment Schedule") with the Court and serve such Assignment Schedule by overnight delivery on the non-debtor counterparties to each Contract list on the Assignment Schedule. The Assignment Schedule shall include (i) the title of the Contract to be assumed; (ii) the name of the counterparty to the Contract; (iii) any applicable cure amounts; (iv) the deadline by which any such Lease or Contract counterparty must object; and (v) if known, the name of the proposed assignee. Any adequate assurance information with respect to each Contract to be assumed and assigned shall be served on the non-debtor counterparty to such Contract contemporaneously with the Assignment Schedule, or as soon thereafter as possible; and it is further

**ORDERED**, that any objections to the assumption and/or assignment of any Contract or Lease identified on the Assignment Schedule, including to the cure amount set forth on such schedule, must be in writing, filed with the Court, and be actually received by counsel to the Debtors, the Office of the United States Trustee, counsel to the Official Committee on Unsecured Creditors, if one is appointed, counsel to the group of certain Note Holders, and counsel to PMG no later than \_\_\_\_\_, 2012, at 12:00 noon (the "Assignment and Cure Objection Deadline"); and it is further

**ORDERED**, that if no objections are received by the Assignment and Cure Objection Deadline, then the assumption and assignment is authorized and the cure amounts set forth in the Assignment Schedule shall be binding upon the non-debtor party to the Contract or Lease for all purposes and will constitute a final determination of total cure amounts required to be paid by the

Debtors in connection with the assignment to the Successful Bidder. In addition, each non-debtor party to a Contract or Lease to be assigned shall be barred from objecting to the cure information set forth in the Assignment Schedule, including, without limitation, the right to assert any additional cure or other amounts with respect to the Contract or Lease arising or relating to any period prior to such assumption or assignment. If no objections to the assumption or assumption and assignment are received by the Assignment and Cure Objection Deadline, counsel for the Debtors may submit to the Court a certificate of no objection and a form of order (collectively, the "Certificate of No Objection") granting the requested assumption and/or assignment of the Contract or Lease to the extent necessary for the Debtors to be in compliance with their obligations to the Successful Bidder under the APA or otherwise, and serve such Certificate of No Objection on the counterparty to the Contract. The order approving such assumption and/or assignment may then be entered by the Court twenty-four (24) hours after the Certificate of No Objection is filed; and it is further

**ORDERED**, that if a timely objection to the assignment of a Contract or Lease is received and such objection cannot be resolved by the parties, the Court may hear such objection at the Sale Hearing, provided the Assignment Schedule is served at least twenty four (24) days prior to the Sale Hearing, otherwise such objection will be heard by the Court at a date to be determined. The pendency of a dispute relating to cure amounts only will not prevent or delay the assumption or assumption and assignment of any Contract or Lease. If an objection is filed only with respect to the cure amount listed on the Assignment Schedule, the Debtors may file a Certificate of No Objection as to assumption or assumption and assignment only and the dispute with respect to the cure amount will be resolved consensually, if possible, or, if the parties are unable to resolve their dispute, by the Court, in which case the Debtors shall pay the undisputed cure amount and escrow any reasonably disputed cure amount pending agreement of the parties or further order of the Court; and it further

**ORDERED**, that the Terms of Sale, annexed hereto, are approved in all respects; and it is further

**ORDERED** that the Auction will be held on March 1, 2012 at 1:00 p.m., at United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton U. S. Custom House, One Bowling Green, Courtroom 501, New York, New York, and the Debtors shall offer the Purchased Assets for inspection by appointment at reasonable times, requested by the interested party to the Debtors' retained professionals who will make such arrangements, so long as the request is made no less than forty-eight (48) hours prior to the requested inspection, and subject to the Debtors' right to require that any interested party enter into a non-disclosure agreement prior to any inspection; and it is further

**ORDERED**, that at the Sale Hearing the Court will consider entry of an order, to be filed by the Debtors' attorneys prior to the Sale Hearing (the "Sale Order"), authorizing the sale to PMG, or such offeror that makes a higher and better bid for the Purchased Assets at the Auction; and it is further

**ORDERED**, objections, if any, to the relief sought in the Motion, including but not limited to the sale of the Purchased Assets shall be filed with the Bankruptcy Court by February 29, 2012, at 4:30 p.m., electronically in accordance with General Order M-399 (General Order M-399 and the User's Manual for the Electronic Case Filing System may be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), the official website for the Bankruptcy Court) by registered users of the Bankruptcy Court's case filing system, and by all other parties in interest on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-399, and must be and served on (i) the attorneys for the Debtors, SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753 (Attn: Adam L. Rosen); (ii) the Office of the United States Trustee, 33 Whitehall Street, 22<sup>nd</sup> floor, New York, New York 10004 (Attn: Nazar Khodorovsky); (iii) the attorneys for PMG, Halperin Battaglia Raicht, LLP, 555 Madison Avenue, 9<sup>th</sup> Floor, New York, NY 10022 (Attn: Donna Lieberman); (iv) attorneys for the unofficial committee of certain secured noteholders of the Debtors, Davis Wright Tremaine LLP, 1201 Third Avenue, Suite 2200, Seattle, WA 98101 (Attn:

Regan Powers); and (v) attorneys for the Official Committee of Unsecured Creditors, if one is appointed; and it is further

**ORDERED**, the Debtors shall (i) serve on or before \_\_\_\_\_, 2012, by first class mail, a copy of this Order (the "Sale Notice") on the Special Service Parties (as defined in the Motion), and (ii) provide such additional notice of the Auction and the bid deadline by mailing notice of the Auction to potential interested parties known by the Debtors, including, but not limited to, any interested party that contacted the Debtors, if any, regarding the Purchased Assets not otherwise already included in the Special Service Parties. The notice shall be mailed or e-mailed on or before \_\_\_\_\_, 2012, with respective affidavits of service to be filed prior to the Sale Hearing; and it is further

**ORDERED**, that the Debtors be, and hereby are, authorized and directed to take such actions and expend such funds necessary to effectuate the terms and conditions of this Order.

Dated: New York, New York  
January \_\_, 2012

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Honorable Martin Glenn  
United States Bankruptcy Judge

## TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale are being promulgated in connection with the proposed Bankruptcy Court authorized public sale of the Debtors' right, title, and interest in and to substantially all of the Debtors' assets, including, but not limited to, intellectual properties, including the trademarks for "Plum TV", inventory, raw materials, non-leased furniture, fixtures, and equipment, audio and video content, customer and marketing lists, and domain names (collectively, the "Purchased Assets"), which includes the assumption and assignment of certain unexpired non-residential real property leases and contracts. The public auction sale has been approved by the United States Bankruptcy Court for the Southern District of New York (the "Court"), where the Debtors' bankruptcy cases are pending.

2. The Debtors have entered into a stalking horse asset purchase agreement for the Purchased Assets (the "APA"), a copy of which is available from the Debtors' counsel upon request.

3. The initial opening bid shall be by PMG Media Group, LLC ("PMG") of \$1,000,000, plus the assumption of the Noteholder Secured Debt and certain unexpired non-residential real property leases and contracts (the "Assumed Contracts") reflected on Schedule 1(ii)(v) to the APA (the "Opening Bid"). PMG has the right under the APA to remove Assumed Contracts from Schedule 1(ii)(v) prior to the entry of an order approving a sale of the Purchased Assets.

4. The initial minimum overbid shall be on terms substantially similar to and no less favorable terms than those included in the APA and shall include no less than \$100,000 more than the Cash Purchase Price, plus assumption of the Noteholder Secured Debt (the "Minimum Overbid"). Following the Minimum Overbid, all subsequent bids must be increments of not less than fifty thousand (\$50,000.00) dollars over the prior bid on bids placed on the Assets.

5. A "qualified bidder" is an individual or entity which must submit to counsel to attorneys for the Debtors no later than 5:00 p.m. on \_\_\_\_\_, 2012 (the "Bid Deadline") a competing offer (the "Competing Offer") that (i) shall include a Purchase Price of at least \$100,000.00 more than the Purchase Price as provided for in the APA; (ii) shall include terms and conditions substantially



similar to the terms and conditions of the APA; (iii) shall include a signed agreement agreeing to be bound by the terms and conditions of the APA and the Noteholder Surrender Agreement; (iv) shall not be contingent upon the receipt of financing necessary to its consummation, and shall have demonstrated evidence of the Competing Offer offeror's ability to conclude the transaction upon the terms and conditions of the APA, without delay; (v) shall not be conditioned upon the outcome of unperformed due diligence with respect to the Competing Offer; (vi) the party submitting the Competing Offer shall provide, at or before the Sale Hearing, a certified check made payable to Silverman Acampora, LLP as Attorneys for the Debtors, in the sum of \$110,000.00 as a down payment; and (vii) in the case of any subsequent competing offer ("Subsequent Competing Offer") received from any party, which may, include, without limitation, PMG or a party submitting a Competing Offer (after a prior Competing Offer has been received) which satisfies the conditions set forth above, shall provide for an aggregate consideration at least \$50,000.00 in excess of that provided by the prior better offer and shall otherwise comply with all conditions of the APA.

6. Only Qualified Bidders will be permitted to bid for the Purchased Assets. Upon execution of the APA, PMG will be deemed to have satisfied all requirements to be a Qualified Bidder and shall not be required to provide a Bid Deposit.

7. The full amount of the Bid Deposit required herein will be payable by bank check or wire transfer of immediately available funds to be deposited with Debtors' counsel (SilvermanAcampora LLP), and will be nonrefundable in the event that the bid is approved by the Bankruptcy Court. The Bid Deposit from the successful bidder will be applied as a credit against the purchase price paid by the successful bidder. At the conclusion of the Auction and upon approval by the Court of the winning bid, all Deposits made by bidders other than the successful bidder will be returned promptly.

8. Bids at the Auction must be all cash, without financing or other contingencies. To the extent a Qualified Bidder intends to bid on executory contracts or unexpired leases, the Qualified Bidder will be required to provide evidence of its ability to provide adequate assurance of future

performance, and the bid must provide for cash sufficient to cure of any existing defaults under the applicable contracts and leases.

9. The Purchased Assets will be sold to the Qualified Bidder submitting the highest and best bid, subject to the reasonable business judgment of the Debtors.

10. If a successful Qualified Bidder fails to close the purchase in accordance with the terms herein, it will forfeit its Bid Deposit and the Purchased Assets will be sold to the bidder submitting the next highest bid (as approved by the Court at the Sale Hearing).

11. Unless otherwise provided for in the APA, the successful bidder (the "Successful Bidder") must pay the purchase price for the Purchased Assets to the Debtors by bank check, federal funds or wire transfer at the closing of title to the Purchased Assets (the "Closing"), and the Successful Bidder must close title to the Purchased Assets no later than April 1, 2012 (the "Closing Date"), at the office of the attorneys for the Debtors, SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, although such date may be extended solely by the Debtors in their discretion.<sup>1</sup> All sales and use taxes due by the Successful Bidder, if any, shall be paid at closing by the Successful Bidder. **Time is of the Essence with respect to the Successful Bidder's obligation to pay the Balance of the Purchase Price on the Closing Date.**

The Successful Bidder shall be obligated to close title to the Purchased Assets and there is no contingency of any kind or nature that will permit the Successful Bidder to cancel these terms of sale other than the Debtors' inability to deliver title to the Purchased Assets. Anything to the contrary contained in these Terms and Conditions of Sale notwithstanding, the Debtors shall have the right in its sole and absolute option to adjourn the Closing Date in order to remedy any defect to title.

12. The Purchased Assets are being sold in accordance with Section 363 of Title 11, United States Code (the "Bankruptcy Code"), "AS IS", "WHERE IS" in their condition on the Closing Date, without any representations, covenants, guarantees or warranties by the Debtors of any kind

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<sup>1</sup> In the event PMG is the Successful Bidder, the provisions herein concerning the Closing shall be deemed modified consistent with the closing provisions in the APA.

or nature (except to the extent provided for In the APA, but then only to the counter party to the APA), and free and clear of any liens, claims or encumbrances of whatever kind or nature, with such liens, claims and encumbrances, if any, to attach to the proceeds of sale. By signing these Terms of Sale, all bidders acknowledge that they have had the opportunity to review and inspect the Purchased Assets, and the form of the Bill of Sale and the Assumption and Assignment Agreement that the Debtors will execute to convey the Purchased Assets and will rely solely thereon and on their own independent investigation and inspection of the Purchased Assets in making their bid. Neither the Debtors nor any of its professionals or representatives makes any representations or warranties with respect to permissible uses of the Purchased Assets. All bidders acknowledge that they have conducted their own due diligence in connection with the Purchased Assets, and are not relying on any information provided by the Debtors, its professionals, or representatives.

13. The Debtors shall convey the Purchased Assets by delivery of a Bill of Sale and Assumption and Assignment Agreement.

14. The Debtors, their professionals, representatives, and estates shall not be liable or responsible for the payment of fees of any broker that has not previously been approved by Order of the Court.

15. It is expressly understood that the Debtors shall not incur any cost or expense whatsoever in connection with the sale of the Purchased Assets except for its own professional fees, unless otherwise provided for in the APA if the Successful Bidder adopts the APA in its entirety as part of its bid, and the Successful Bidder herewith undertakes to pay any such expense of whatever kind or nature even those costs and expenses which are payable by the Debtors, as sellers, pursuant to any law or statute, including but not limited to, sales or use tax.

16. Nothing contained in this Offer and Terms and Conditions of Sale is intended to supersede or alter any provisions of the Bankruptcy Code or otherwise limit or interfere with the jurisdiction of the Court. All of the terms and conditions set forth in this Offer and Terms and Conditions of Sale are subject to modification as may be directed by the Debtors or by the Court and

subject to higher and better offers to be determined in the sole discretion of the Debtors. The Debtors reserve the right to modify the terms and conditions of sale at the public sale or thereafter to maintain consistency with the provisions of the Bankruptcy Code and/or prior orders of the Court.

17. These Terms and Conditions of Sale will be read into the record, or specifically incorporated by reference, at the public sale of the Purchased Assets. By making a bid for the Purchased Assets, all bidders will be deemed to have acknowledged having read this Offer and Terms and Conditions of Sale and having agreed to be bound by them.

18. If the Debtors are unable to deliver title to the Purchased Assets in accordance with these terms of sale for any reason, the prospective purchaser will have no recourse against the Debtors, their professionals or representatives or any broker or auctioneer previously approved by Order of the Court.

19. The Debtors reserve their rights to withdraw some or all of the Purchased Assets from sale, subject only to the terms of the APA, either prior, or subsequent to the sale, for any reason, as the Debtors, in their sole and absolute discretion, deem necessary or appropriate.

20. The sale of the Purchased Assets is subject to confirmation by the Debtors and the Court. The Debtors shall notify the successful bidder at the close of the Auction that its offer has been accepted as the highest and best offer for the Purchased Assets, and that the Debtors will go forward with seeking approval of the Court.

21. By participating in the Auction, all bidders consent to the jurisdiction of the Court to determine any disputes arising in the Debtors' pending cases relating to the sale of the Purchased Assets or the Auction.. Any disputes concerning the sale of the Purchased Assets shall be determined by the Court which shall retain sole and exclusive jurisdiction over all matters relating to the Purchased Assets and the sale contemplated by these Terms and Conditions of Sale.

22. Pursuant to Bankruptcy Rule 6004-1 no appraiser, auctioneer or officer, director, stockholder, agent, employee or insider of any appraiser of auctioneer, or relative of any of the foregoing, shall purchase, directly or indirectly, or have a financial interest in the purchase of, any

property of the estates that the appraiser or auctioneer has been employed to appraise or sell.

**MEMORANDUM OF SALE**

The undersigned, this \_\_\_\_ day of \_\_\_\_\_ 2012, makes an offer to purchase the Purchased Assets for the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), plus \_\_\_\_\_, and hereby promises and agrees to comply with the terms and conditions of sale of the Purchased Assets, as set forth in the annexed Terms and Conditions of Sale.

**OFFEROR/BIDDER:**

By: \_\_\_\_\_

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail:

**OFFEROR/BIDDER'S COUNSEL:**

Name:

Address:

Telephone:

Facsimile:

E-mail:

# EXHIBIT C

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re:

Chapter 11

PLUM TV, INC. *et al.*,

Case No. 12-10017 (MG)  
(Jointly Administered)

Debtors.  
-----X

**ORDER (I) APPROVING SALE OF DEBTORS' ASSETS OUTSIDE  
ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING SALE  
OF ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES, CLAIMS,  
ENCUMBRANCES AND INTERESTS, (III) AUTHORIZING AND APPROVING  
ASSET PURCHASE AGREEMENT AND BREAK-UP FEE, (IV) APPROVING  
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the "**Sale Motion**") dated, January 3, 2012, of Plum TV, Inc., *et al.* (collectively, the "**Debtors**"), as debtors and debtors in possession, by and through their counsel, SilvermanAcampora LLP, seeking among other relief, the entry of an order in accordance with sections 105, 363 and 365 of title 11, United States Code (the "**Bankruptcy Code**"), and Rules 2002, 6004, 9006, and 9007 of the Federal Rules of Bankruptcy Procedure: (a) authorizing and approving the terms and conditions of a certain asset purchase agreement (the "**APA**") for a sale by and between the Debtors, as sellers, and PMG Media Group, LLC ("**PMG**"), as buyer, of substantially all of the Debtors' assets, as well as the assumption and assignment of certain unexpired leases of non-residential real property and certain executory contracts (collectively, the "**Purchased Assets**"), for a purchase price of \$1,000,000, plus the assumption of certain secured debt of the Debtors, subject to higher or subject to higher and better offers for the Purchased Assets as may be tendered at a public auction sale (the "**Auction**"), to be held at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton U.S. Custom House, One Bowling Green, Courtroom 501, New York, New York on March 1, 2012, at 1:00 p.m., free and clear of all liens, claims, encumbrances, security interests and other restrictions on transfer, except for the Assumed Liabilities under the APA (collectively, the "**Encumbrances**"), with such Encumbrances, if any, to attach to the net



proceeds of sale in the amount and priority as they currently exist, (b) authorizing the consummation of the transactions contemplated therein, (c) approving certain bidding procedures for the Auction (the "**Bidding Procedures**"); (d) approving a break-up fee in the amount of three (3%) percent of the highest and best bid accepted by the Debtors at the conclusion of the Auction, plus reimbursement of PMG's actual and reasonable expenses related to the APA (collectively, the "**Break-Up Fee**"); (e) fixing March 7, 2012, at 10:00 a.m. (the "**Sale Hearing**") as the date for a hearing to approve the sale of the Purchased Assets, (5) approving the form, time and scope of notice of the Auction, and (6) granting related relief; and after holding a hearing on January 30, 2012 (the "**Bidding Procedures Hearing**") this Court having entered an order dated \_\_\_\_\_, 2012 (the "**Bidding Procedures Order**") [Docket No. \_\_\_\_], authorizing the Debtors to solicit and consider offers for the Purchased Assets and conduct the Auction in accordance with the terms and conditions of the Bidding Procedures and approving, *inter alia*, (i) the Bidding Procedures; (ii) the form and manner of notice of the Auction and Sale Hearing; and (iii) the manner in which the notice of the assignment and proposed cure amounts of the Contracts (the "**Notice of Assignment and Cure**") would be provided and the procedures related to the assignment of the Contracts and Leases to the Buyer; and the Auction having been conducted on March 1, 2012, the results of which were communicated to the Court; and the Court having conducted the Sale Hearing on March 7, 2012; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the APA; and the Court having reviewed and considered the Sale Motion, and the arguments of counsel made, and the evidence adduced, at the hearing to consider the Bidding Procedures and the Sale Hearing; and upon the record of the Bidding Procedures Hearing and the Sale Hearing and all other proceedings in these chapter 11 cases, and after due deliberation, and good cause appearing for the relief requested in the Sale Motion, it is

**HEREBY FOUND AND DETERMINED THAT:**

A. 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. To the extent 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.

B. This Court has jurisdiction over the Sale Motion and transactions related to the APA, pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief requested in the Sale Motion are Bankruptcy Code sections 105, 363 and 365 and Bankruptcy Rules 2002, 6004, 6006 and 9014.

D. Proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with Bankruptcy Code sections 102(1) and 363(b), Bankruptcy Rules 2002, 6004, 9006, and 9007, the Local Bankruptcy Rules for the Southern District of New York (the "**Local Bankruptcy Rules**"), and in compliance with the Bidding Procedures Order. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall be required. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

E. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of Bankruptcy Code section 541(a).

F. At the conclusion of the Auction, \_\_\_\_\_ (the "Buyer"), was determined to have made the highest and best offer for the Purchased Assets for the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) Dollars.

G. The Debtors have demonstrated a sufficient basis and compelling circumstances supporting their entry into the APA substantially in the form as annexed to the Sale Motion, as modified to conform with the results of the Auction, to sell the Purchased Assets under Bankruptcy Code section 363, and entering into the APA and the transactions contemplated by the APA is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, but are not limited to, the facts that (i) the Debtors' business continues to lose money; (ii) there is a substantial risk that the value of the Purchased Assets will deteriorate if the Sale is not consummated promptly; and (iii) the APA with the Buyer constitutes the highest and best offer for the Purchased Assets.

H. Prior to the Petition Date and since filing the Sale Motion, the Debtors have marketed the Purchased Assets and have conducted the marketing and sale process as set forth in the Sale Motion and in accordance with the Bidding Procedures Order. The Auction process set forth in the Bidding Procedures Order and the Bidding Procedures afforded a full and fair opportunity for interested parties to make a higher and better offer to purchase the Purchased Assets. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective Buyers have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

I. The total consideration provided by the Buyer for the Purchased Assets is the highest and best offer received by the Debtors, and the Purchase Price constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably

equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Purchased Assets.

J. Neither the Buyer nor the Sellers is entering into the APA and the transactions contemplated by the APA fraudulently, or for a fraudulent purpose.

K. The APA and the transactions contemplated by the APA have been negotiated by the Debtors and the Buyer in good faith, at arm's length and without collusion. The terms and conditions of the APA and the Transactions, including the total consideration to be realized by the Debtors pursuant to the APA, are fair and reasonable, and the Transactions are in the best interest of the Debtors, their creditors and their estates.

L. The Buyer is a "good faith purchaser" entitled to the full benefits and protections of Bankruptcy Code section 363(m) with respect to the sale and assignment of the Purchased Assets and the transactions contemplated by the APA.

M. The Debtors and the Buyer have not engaged in any conduct that would cause or permit the APA or the consummation of the transactions contemplated by the APA to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n). The Buyer is entitled to all the protections and immunities of Bankruptcy Code section 363(n). The Buyer will be acting in good faith pursuant to Bankruptcy Code section 363(n) in consummating the APA and the transactions contemplated by the APA at any time on or after entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d). The Buyer is not an "insider" as that term is defined in Bankruptcy Code section 101(31).

N. The Debtors and the Buyer have full corporate power and authority to execute and deliver the APA and the transactions related to the APA, and to perform all of their respective obligations thereunder, and the sale and assignment of the Purchased Assets has been duly and validly authorized by all corporate authority necessary to consummate the

Transactions. No consents or approvals, other than as expressly provided for in the APA and the entry of this Order, are required by the Debtors to consummate the Transactions.

O. The Purchased Assets all constitute property of the Debtors' estates. The sale and assignment of the Purchased Assets to the Buyer will be, as of the Closing, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest the Buyer with all right, title and interest of the Debtors to the Purchased Assets free and clear of all Encumbrances and the Debtors' liabilities which are set forth in the APA (the "**Excluded Liabilities**"). The Buyer would not enter into the APA to acquire the Purchased Assets if the sale of the Purchased Assets were not free and clear of all Encumbrances. A sale of the Purchased Assets other than one free and clear of all Encumbrances would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

P. The Debtors may sell and assign the Purchased Assets free and clear of all Encumbrances, because, with respect to each creditor asserting an Encumbrance, one or more of the standards set forth in Bankruptcy Code sections 363(f)(1) through (5) has been satisfied. Those holders of Encumbrances who did not object or who withdrew their objections to the Sale, or the Notice of Assignment and Cure are deemed to have consented to the Sale Motion and sale and assignment of the Purchased Assets to the Buyer pursuant to Bankruptcy Code section 363(f)(2). Those holders of Encumbrances who did object fall within one or more of the other subsections of Bankruptcy Code section 363(f) and are adequately protected by having their Encumbrances, if any, attach to the proceeds of the Sale, in the same order of priority, with the same validity, force and effect that such holder had prior to the Sale of the Purchased Assets, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Q. The Buyer shall have no obligations with respect to any liabilities of the Debtors other than those liabilities expressly assumed under the APA (the "**Assumed Liabilities**").

R. The Sale and the transactions contemplated under the APA do not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Buyer and the Debtors, there is no common identity between the Debtors and the Buyer, there is no continuity of enterprise between the Debtors and the Buyer, the Buyer is not a mere continuation of the Debtors or their estates, and the Buyer does not constitute a successor to the Debtors or their estates. Other than the Assumed Liabilities, the Buyer and the Purchased Assets shall have no liability with respect to or be required to satisfy in any matter, whether at law or inequity, whether by payment setoff or otherwise, directly or indirectly any Encumbrances or any Excluded Liabilities of the Debtors.

S. The APA and the transactions related to the APA shall be specifically performable and enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtors, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case if one or more of the Debtors' cases is converted from chapter 11, all creditors of any Debtors (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, 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 in or to the Purchased Assets.

T. The consummation of the Sale under the APA and the transactions related to the Sale is legal, valid and properly authorized under all applicable provisions of the

Bankruptcy Code, including without limitation Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 365(b)(1) and 365(f)(2) and all of the applicable requirements of such sections have been or will be complied with in respect of the Sale and the transactions related to the Sale.

U. The sale and assignment of the Purchased Assets outside of a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan for the Debtors. The Sale and the transactions related to the Sale do not constitute a *sub rosa* chapter 11 plan.

V. Time is of the essence. In order to maximize the value of the Debtors' assets, it is essential that the Sale of the Purchased Assets occur within the time constraints set forth in the APA. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rule 6004 and 6006.

W. The Sale and the transactions contemplated by the APA are in the best interests of the Debtors and their estates, creditors, interest holders and all other parties in interest herein.

X. There is a need to consummate the Sale as rapidly as possible in order to preserve the value of the Purchased Assets. Accordingly, there is cause to lift the stay of implementation of this Order contemplated by Bankruptcy Rules 6004(h) and 6006(d); and it is therefore,

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The relief requested in the Sale Motion is granted in its entirety, subject to the terms and conditions contained herein.

2. All objections and responses to the Sale Motion that have not been overruled, withdrawn, waived, settled, continued, or resolved, and all reservations of rights included therein, are hereby overruled and denied.

3. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with Bankruptcy Code section 102(1) and Bankruptcy Rules 2002, 6004 and 6006.

4. The Court's findings of fact and conclusions of law in the Bidding Procedures Order, including the record of the Bidding Procedures Hearing, are incorporated herein by reference.

5. The APA with the Buyer and the related transactions are hereby approved, and the Debtors are hereby authorized and empowered and directed to enter into, and to perform their obligations under, the APA and to execute and perform such agreements or documents, and take such other actions as are necessary or desirable to effectuate the terms of the APA, including without limitation agreements regarding the Debtors' FCC license. The Debtors are authorized to consummate the Sale and the assumption and assignment of the Assumed Contracts, pursuant to and in accordance with the terms and conditions of the APA, effective immediately upon the entry of this Order.

6. The Buyer is hereby granted and is entitled to all of the protections provided to a good faith Buyer under Bankruptcy Code section 363(m). Pursuant to Bankruptcy Code section 363(m), if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any sale, transfer or assignment under the APA or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification or vacatur shall be governed in all respects by the original provisions of this Order or the APA, as the case may be.

7. The sale approved by this Order is not subject to avoidance pursuant to Bankruptcy Code section 363(n).



8. At the Closing, the Debtors will be authorized to fully perform under, consummate and implement the terms of the APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the APA, this Order and the transactions related to the APA, including, without limitation, deeds, assignments, and other instruments of transfer, and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to possession any or all of the Purchased Assets, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the APA, without any further corporate action or orders of this Court. The Buyer shall have no obligation to proceed with the Closing until all conditions precedent to their obligations to do so have been met, satisfied or waived.

9. The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state, any federal agency, 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 APA, 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 Debtors 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.

10. Effective as of the Closing (a) the sale and assignment of the Purchased Assets by the Debtors to the Buyer shall constitute a legal, valid and effective transfer of the Purchased Assets pursuant to Bankruptcy Code sections 363(b) and (f) notwithstanding any requirement for approval or consent by any person and the Buyer shall have good and

marketable title to the Purchased Assets and all right, title and interest of the Debtors in and to the Purchased Assets, free and clear of all Encumbrances whatsoever, and neither the Buyer or its affiliates, members or shareholders or the Purchased Assets shall have any liability with respect to or be required to satisfy in any matter, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Encumbrance or Excluded Liability and (c) the assumption of any Assumed Liabilities by the Buyer constitutes a legal, valid and effective delegation of any Assumed Liabilities to the Buyer and divests the Debtors of all liability with respect to any Assumed Liabilities, subject to the payment of "cure" amounts by the Debtors, as required in the APA.

11. Upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to Bankruptcy Code sections 105, 363(b) and 363(f), to sell the Purchased Assets to the Buyer. The sale and assignment of the Purchased Assets to the Buyer vests the Buyer with all right, title and interest of the Debtors to the Purchased Assets free and clear of any and all Encumbrances, Excluded Liabilities, and other liabilities, whether arising prior to or subsequent to January 3, 2012, and whether imposed by agreement, understanding, law, equity or otherwise, with all such Encumbrances to attach only to the proceeds of the sale and assignment of the Purchased Assets with the same priority, validity, force, and effect as they now have in or against the Purchased Assets. The Sale Motion shall be deemed to provide sufficient notice as to the sale and assignment of the Purchased Assets free and clear of all Encumbrances and Excluded Liabilities in accordance with Rule 6004-1 of the Local Bankruptcy Rules. Following the Closing, no holder of any Encumbrance on the Purchased Assets may interfere with the Buyer's use and enjoyment of the Purchased Assets based on or related to such Encumbrance, or any actions that the Debtors may take in their chapter 11 cases and no interested party may take any action to prevent, interfere with or

otherwise enjoin consummation of the Sale, or the transactions related to the Sale, or by this Order.

12. The transfer of two of the Debtors' broadcast licenses, the licenses for Aspen, Colorado and Sun Valley, Idaho, are subject to the approval of the Federal Communications Commission (the "FCC"). The Buyer and the Debtors are authorized to enter into/or modify one or more local marketing agreements as may be necessary to permit the Buyer to operate such stations under the Debtors' existing licenses while the parties await FCC approval.

13. The Buyer has not assumed and is not otherwise obligated for any of the Debtors' liabilities other than the Assumed Liabilities and as otherwise set forth in the APA and Order, and the Buyer has not acquired any of the Excluded Assets (as defined in the APA). Consequently, all persons, Governmental Units (as defined in Bankruptcy Code sections 101(27) and 101(41)) and all holders of Encumbrances, based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Buyer or the Purchased Assets, including asserting any setoff, right of subrogation or recoupment of any kind, to recover any Encumbrances or on account of any liabilities of the Debtors other than Assumed Liabilities pursuant to the APA. All persons holding or asserting any Encumbrance on the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances or cause of action against the Buyer or the Purchased Assets for any liability associated with the Excluded Assets.

14. The provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of Encumbrances and the Excluded Liabilities, shall be self-executing, and neither the Debtors nor the Buyer 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.

15. 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 APA and this Order.

16. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date (as defined in the APA), to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors 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, directed to be transferred to the Buyer as of the Closing Date.

17. The transfer of the Purchased Assets pursuant to the APA and this Order is a transfer pursuant to Bankruptcy Code section 1146(c) because it is in contemplation of a chapter 11 plan, and accordingly shall not be taxed under any law imposing a stamp, transfer, recording, sales, excise, or similar tax.

18. All of the Debtors' interests in the Purchased Assets to be acquired by the Buyer under the APA shall be, as of the Closing Date and upon the occurrence of the Closing (as defined in the APA), transferred to and vested in the Buyer. Upon the occurrence of the Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets acquired by the Buyer under the APA and/or a bill of sale or assignment transferring indefeasible title and interest in the Purchased Assets to the Buyer.

19. The Buyer is not and shall not be deemed a "successor" to the Debtors or their estates as a result of the consummation of the Transactions contemplated by the APA or any other event occurring in the chapter 11 cases under any theory of law or equity, and the Buyer shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk

sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the APA, and the Sale Motion contains sufficient notice of such limitation in accordance with Rule 6004-1 of the Local Bankruptcy Rules. Except to the extent the Buyer assumes the Assumed Liabilities, the sale and assignment of the Purchased Assets, and the Transactions approved hereby, will not cause the Buyer to be deemed a successor in any respect to the Debtors.

20. Except as otherwise expressly provided in the APA, all persons or entities, presently or on or after the Closing Date, in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

21. To the extent provided by Bankruptcy Code section 525, 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 Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the transaction contemplated by the APA.

22. Except to the extent expressly included in the Assumed Liabilities, pursuant to Bankruptcy Code sections 105 and 363, all persons and entities, including, but not limited to, the Debtors, all debt security holders, equity security holders, the Debtors' employees or former employees, governmental, tax and regulatory authorities, lenders, trade and other creditors asserting or holding an Encumbrance of any kind or nature whatsoever against, in or with respect to any of the Debtors or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Purchased Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Purchased Assets to the Buyer, shall be forever barred and estopped from asserting, prosecuting or

otherwise pursuing any claims, whether by payment, setoff, or otherwise, directly or indirectly, against the Buyer, or any affiliates, successors or assigns thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates, financial advisors and representatives (each of the foregoing in its individual capacity), or the Purchased Assets based on facts and circumstances arising prior to the Closing.

23. Other than the Assumed Liabilities or as otherwise provided for in the APA or this Order, the Buyer shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities, and the Debtors are deemed to release and forever discharge the Buyer and any of its affiliates, successors and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale and assignment of the Purchased Assets, except for liabilities and obligations expressly assumed under the APA.

24. Subject to the terms of the APA, the APA and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Buyer, without further action or order of the Bankruptcy Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the APA and any related agreements and provided, further, that any such waiver, modification, amendment or supplement is filed with this Court. At the sole discretion of the Buyer, the Debtors and the Buyer are expressly authorized, without further order of this Court, to execute an amendment to the APA to provide for the Closing to occur on one or more Closing Dates so long as the amendment to the APA is filed with the Bankruptcy Court, provided, however, that the final Closing Date occurs on or before April 1, 2012, unless otherwise mutually agreed to in writing by the Debtors and Buyer. Any material modification,

amendment, or supplement to the APA must be approved by Order of the Bankruptcy Court following a motion on notice to all interested parties.

25. The failure specifically to include any particular provisions of the APA or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court, the Debtors and the Buyer that the APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to the Closing.

26. This Order and the APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Buyer, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case if one or more of the Debtors' cases is converted from chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, 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 in or to the Purchased Assets.

27. The fourteen-day stays provided for in Bankruptcy Rules 6004(h) and 6006(d) of the Bankruptcy Rules are hereby waived, and shall not be in effect with respect to the Sale and transactions related to the Sale, and under Rule 7062 of the Bankruptcy Rules this Sale Order shall be effective immediately upon entry.

28. The automatic stay pursuant to Bankruptcy Code section 362 is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow the Buyer to deliver any notice provided for in the APA and allow the Buyer to take any

and all actions permitted under the APA in accordance with the terms and conditions of the APA.

29. This Order shall inure to the benefit of the Buyer, the Debtors, and their respective successors and assigns, including but not limited to any chapter 11 or chapter 7 trustee that may be appointed in one or more of the Debtors' cases, and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with these cases or any other or further case involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

30. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the APA in all respects and to decide any disputes concerning this Order and the APA, and the rights and duties of the parties hereunder or thereunder or any issues relating to the APA and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Purchased Assets free and clear of all Encumbrances.

31. To the extent this Order is inconsistent with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern. To the extent there is any inconsistency with between the terms of this Order and the terms of the APA (including all ancillary documents executed in connection therewith), the terms of the APA and such documents shall govern.

Dated: New York, New York

\_\_\_\_\_, 2012

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Honorable Martin Glenn  
UNITED STATES BANKRUPTCY JUDGE