

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

LONG BEACH MEDICAL CENTER, et al.¹,

Debtors.

Chapter 11

Case No. 14-70593-ast

14-70597-ast

(Jointly Administered)
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**ORDER PURSUANT TO SECTIONS 105(a), 363, AND 365
OF THE BANKRUPTCY CODE APPROVING SALE OF DEBTOR
LONG BEACH MEMORIAL NURSING HOME, INC., D/B/A THE KOMANOFF
CENTER FOR GERIATRIC AND REHABILITATIVE MEDICINE'S REAL
PROPERTY AND DESIGNATED PERSONAL PROPERTY ASSETS FREE AND
CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS**

Upon the motion [Docket No. 13] (the "**Sale Motion**")² dated February 19, 2014, of Long Beach Medical Center ("**LBMC**" or the "**LBMC Debtor**") and Long Beach Memorial Nursing Home, Inc., d/b/a The Komanoff Center for Geriatric and Rehabilitative Medicine ("**Komanoff**" or the "**Komanoff Debtor**"), as debtors-in-possession (each a "**Debtor**," and collectively sometimes referred to as the "**Debtors**") in the above-referenced chapter 11 cases (the "**Chapter 11 Cases**") for (i) an order pursuant to sections 105(a), 363(b), (d) and (f), 365 and 1146(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and rules 2002(a)(2), 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") approving, *inter alia*, (i) one or more sales of substantially all of the Debtors assets, free and clear of all liens, claims, encumbrances and other interests to South Nassau Communities Hospital

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Long Beach Medical Center (5084) and Long Beach Memorial Nursing Home, Inc., d/b/a The Komanoff Center for Geriatric and Rehabilitative Medicine (3422).

² Unless otherwise indicated, capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Sale Motion, Bidding Procedures Order (hereinafter defined), or the Purchase Agreement (hereinafter defined). The definitions in the Purchase Agreement shall govern any inconsistency with the definitions in the Sale Motion and/or the Bidding Procedures Order (hereinafter defined).

(“**SNCH**”) or such other entity making a higher or better offer therefor, (ii) the assumption and assignment of the Assigned Contracts pursuant to the Assignment Procedures (hereinafter defined), and (iii) for related relief, all as further set forth and defined in the Sale Motion; and this Court having reviewed the Sale Motion and the Purchase Agreement and upon this Court’s prior order, dated March 13, 2014 approving certain bidding procedures and bidding protections, and scheduling a hearing (the “**Sale Hearing**”) on the Sale Motion (the “**Bidding Procedures Order**”) [Docket No. 81], and with the Sale Hearing being adjourned to May 12, 2014, pursuant to the Notice of Adjournment of Hearing (the “**Notice of Adjournment**”) [Docket No. 154] and continued on the record to May 21, 2014; and the bid deadline for the Sale having been April 24, 2014 at 4:00 pm (EST) and the Debtors having received no Qualified Bids for the combined assets of the Debtors, but having received five (5) bids, four (4) of which were determined to be Qualified Bids, for the assets of Komanoff; and the Auction having been set for April 29, 2014 at 11:00 a.m. (EST), but having been adjourned to May 6, 2014; and, at the conclusion of the Auction, the Debtors, in consultation with the Committee, having agreed to sell to the South Nassau Communities Hospital the assets of the LBMC Debtor pursuant to the terms of an amended purchase agreement; and the Debtors, in consultation with the Committee, having designated MLAP Acquisition I, LLC and MLAP Acquisition II, LLC, entities formed by Michael Melnicke, Leo Friedman, Alex Solovey and Pat DeBenedictis (collectively “**MLAP**” or “**Buyer**”) as the Successful Bidder for the Purchased Assets and Property (collectively the “**Acquired Assets**”) of the Komanoff Debtor; and the Debtors and MLAP having entered into an Asset Purchase Agreement (the “**APA**”) and a Purchase and Sale Agreement (the “**PSA**” and together with the APA and all ancillary documents, the “**Purchase Agreement**”); and the Debtors, in consultation with the Committee, having designated Windsor Healthcare, LLC as the

Back-Up Bidder for the assets of the Komanoff Debtor, and due notice of the Sale Motion, the Bidding Procedures Order, the Notice of Adjournment, the Sale Hearing, the Notice of Auction Results, and the Statement Outlining Causes of Action to be Transferred to South Nassau Communities Hospital and Essential Terms and Provisions of Receiver Agreement with MLAP Acquisition I, LLC having been given to all parties entitled thereto;

NOW THEREFORE, upon the entire record of the hearings held on March 10, 2014, May 12, 2014, May 21, 2014 and these Chapter 11 Cases, including, without limitation, all proffers and other evidence admitted at the Sale Hearing, and after due deliberation thereon and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction and Venue. The Court has subject matter jurisdiction over the Sale Motion and the relief request therein pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (N). Venue of this case and the Sale Motion in this district is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Notice. Proper, timely, adequate and sufficient notice of the Sale Motion and the relief requested therein, the Sale Hearing, the Sale, the Bidding Protections, as set forth in the Bidding Procedures Order, the Purchase Agreement, and related transactions collectively described in the Purchase Agreement and Notice of Auction Results (all such transactions being collectively referred to as the “Sale Transaction”), has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9007 and in compliance with the Bidding Procedures Order, to all Notice Parties, Scheduled and Filed Creditors and the 2002 Parties being all of the interested persons and entities required

to receive notice, as evidenced by the Affidavit of Service filed with the Court. Such notice was good and sufficient, and appropriate under the particular circumstances.

C. Opportunity to Object. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

D. Sale is Appropriate. The sale of the Acquired Assets pursuant to the Purchase Agreement is authorized pursuant to section 363(b)(1) of the Bankruptcy Code and Bankruptcy Rule 6004(f). A sale of the Acquired Assets outside the ordinary course of business represents the sound business judgment of the Komanoff Debtor and is appropriate in light of the facts and circumstances surrounding the Sale Transaction and the Chapter 11 Cases.

E. Corporate Authority. The Komanoff Debtor has full corporate power and authority to execute the Purchase Agreement and all other documents contemplated thereby, and to consummate the transactions contemplated therewith, and no consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Komanoff Debtor to consummate the Sale Transaction.

F. Best Interests/Business Justification. Approval of the Purchase Agreement and the consummation of the Sale Transaction is in the best interests of the Komanoff Debtor, its estate, creditors, and other parties in interest. The Komanoff Debtor has marketed the Acquired Assets and conducted the sale process in compliance with the Bidding Procedures Order. The terms and conditions of the Purchase Agreement are fair and reasonable. The Buyer's bid for the purchase of the Acquired Assets, as set forth in the Purchase Agreement, is (i) fair and reasonable, (ii) the highest or otherwise best offer received for the Acquired Assets, (iii) will provide a greater recovery for the Komanoff Debtor's creditors than would be provided by any

other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

G. Highest or Otherwise Best. The Buyer's bid for the purchase of the Acquired Assets, as set forth in the Purchase Agreement, is (i) fair and reasonable and (ii) the highest or otherwise best offer received for the Acquired Assets.

H. Arm's Length Transaction. The Purchase Agreement was negotiated, proposed and entered into by and among the Komanoff Debtor and the Buyer without collusion, in good faith and from arm's-length bargaining positions. The Buyer is not an "insider" of the Komanoff Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. Neither the Komanoff Debtor nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under Bankruptcy Code section 363(n). Specifically, the Buyer has not acted in a collusive manner with any person and the purchase price was not controlled by any agreement with unrelated third parties.

I. Free and Clear. The Buyer does not constitute a successor to either of the Debtors or their estates. The sale of the Acquired Assets does not amount to a consolidation, merger or *de facto* merger of the Buyer and either of the Debtors or their estates. The Buyer is not merely a continuation of either of the Debtors or their estates; there is no substantial continuity between the Buyer and either of the Debtors or their estates; and there is no continuity of enterprise between the Buyer and either of the Debtors and their estates. The Komanoff Debtor has complied with section 363(f) of the Bankruptcy Code because one or more of the standards set forth in section 363(f)(1)-(5) has been satisfied with regard to each such lien, claim, interest, or other encumbrance. Those non-Debtor parties with liens, claims, or other

encumbrances in or with respect to the Acquired Assets who did not file a timely objection, or who withdrew such objections, are deemed to have consented to the sale of the Acquired Assets free and clear of those non-Debtor parties' interests in the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code. Except as provided in the Purchase Agreement, and with the exception of the Excluded Assets, the transfer of the Acquired Assets will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Buyer with all right, title, and interest of the Komanoff Debtor in and to the Acquired Assets, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, free and clear of all liens, claims, interests, obligations, rights, and encumbrances, with all such liens, claims or encumbrances 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 respective Acquired Assets, subject to any claims and defenses, setoffs or rights of recoupment the Debtors may possess with respect thereto. Buyer is not taking assignment of any contracts unless specifically identified in the Purchase Agreement, which contracts shall be designated by the Buyers prior to the Closing by amending the Notice Regarding Executory Contracts and Unexpired Leases to be Either Assumed and Assigned or Rejected pursuant to Bidding Procedures Order [Docket No. 132]. Therefore, except as specifically provided in the Purchase Agreement, and consistent with section 363(f) of the Bankruptcy Code, the Buyer shall have no liability for any claims arising out of or related to the Sale or transfer of the Acquired Assets or arising from claims against the Debtors or their estates or any liabilities or obligations of the Debtors and/or their estates, under the laws of the United States, any state, territory, or possession thereof, based, in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee or vicarious liability. Except as specifically provided in the Purchase Agreement or herein, all

persons and entities asserting or holding any claims or interests in or with respect to the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), howsoever arising, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such claims or interests against the Buyer.

J. Avoidance of Successor Liability. Except as otherwise set forth in the Purchase Agreement, the transfer of the Acquired Assets to the Buyer will not subject the Buyer to any liability for any claims against either of the Debtors or the Acquired Assets existing as of the closing of the Sale by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, based, in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation, any laws affecting antitrust, ERISA, successor, transferee or vicarious liability, or require Buyer to remedy any violation of Komanoff or the Komanoff Debtor or subject Buyer to any labor or employment related law remedy; provided however, that nothing in this paragraph shall be construed as limiting any party's rights to assert a claim against the Debtors, the Debtors' estates or proceeds of the Sale unless the liability for such claim was assumed by Buyer. Notwithstanding the foregoing, nothing in this Order or the Purchase Agreement releases, nullifies or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery or injunctive relief) that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order or in the Purchase Agreement shall in any way (i) diminish the obligation of any entity to comply with environmental laws, or (ii) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in

possession under the Bankruptcy Code. Notwithstanding anything to the contrary contained herein, nothing in this Order shall be interpreted to deem the Buyer as the successor to either of the Debtors under any state law or federal law successor liability doctrine with respect to any liabilities under environmental laws or regulations for penalties or liable for any liability or obligation. Nothing in this paragraph should be construed to create for any governmental unit any substantive right that does not already exist under law.

K. Legal and Factual Bases. The legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

General Provisions

1. Findings of Fact; Conclusions of Law. The findings of fact set forth above and conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

2. Objections. All objections, if any, to the Sale Motion or the relief granted herein that have not been withdrawn, settled or waived, and all reservations of rights included in such objections, are hereby overruled on the merits with prejudice; provided however, that the rights of all counterparties to executory contracts and/or unexpired leases to object to any proposed rejection or assumption and assignment of such party's lease and/or contract shall be preserved pending the filing of the Assumption Schedule and the completion of such rejection, assumption and/or assignment process.

3. Sale Approval. The Sale, and all of the terms and conditions and transactions contemplated by the Purchase Agreement are hereby authorized and approved pursuant to, inter alia, sections 105(a), 363(b), and 365(a) of the Bankruptcy Code. The Buyer is

a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code. Pursuant to section 363(b) of the Bankruptcy Code, the Komanoff Debtor is authorized and directed to consummate the Sale Transaction pursuant to and in accordance with the terms and conditions of the Purchase Agreement. The Komanoff Debtor is authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and effectuate the provisions of this Order and the transactions approved hereby.

4. Transfer of the Purchased Assets. Except as otherwise provided in the Purchase Agreement, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, upon the Closing, the Acquired Assets shall be transferred to the Buyer free and clear of all liens, claims or encumbrances, with all such liens, claims or encumbrances to attach to the net proceeds of the Sale Transaction in the order of their priority, with the same validity, force and effect which they now have as against the respective Acquired Assets, subject to any claims and defenses, setoffs or rights of recoupment the Komanoff Debtor may possess with respect thereto. Except as specifically provided in the Purchase Agreement, all persons and entities (and their respective successors and assigns) including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade, and other creditors, asserting or holding any claims or interests in or with respect to the Komanoff Debtor, Acquired Assets, the operation of the Komanoff Debtor's business prior to the Closing, or the transfer of the Acquired Assets to the Buyer (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), howsoever arising, hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise

pursuing such claims or interests against the Buyer and/or its affiliates, designees, assignees, successors, properties, or assets. Except as otherwise provided in the Purchase Agreement, effective upon the Closing, the Buyer shall have no liability for any Claims (as defined in section 101(5) of the Bankruptcy Code) against the Debtors or their estates.

5. Surrender of Assets and Real Property. All entities who are presently, or who as of the Closing may be, in possession of some or all of the Acquired Assets hereby are directed to surrender possession of the Acquired Assets to the Buyer as of the Closing.

6. Assumption and Assignment of Assigned Contracts. Subject to: (i) the assignment procedures (the “Assignment Procedures”) approved in the Bidding Procedures Order; and (ii) the rights of all counterparties to object to any proposed assumption and adjustment of such party’s lease or contract consistent with such Assignment Procedures, pursuant to Bankruptcy Code sections 365(b), (c), and (f), the Komanoff Debtor is authorized to assume and assign the Assigned Contracts designated for assignment to the Buyer pursuant to the Purchase Agreement; **provided, further, that on or before April 30, 2015, Debtor shall either file (i) a motion to assume and/or notice of rejection of executory contracts and unexpired leases, or (ii) a motion to extend this April 30, 2015 deadline.** Any non-Debtor party that fails to timely object to the proposed assumption and assignment of an Assigned Contract shall be deemed to have consented to its assumption and assignment as proposed, and the assumption and assignment of such Assigned Contract shall be approved. Nothing contained in this Order however, shall be determinative of any issues raised by any counterparty to any contract or lease in a timely filed objection to assumption or assignment under the Assignment Procedures (an “Assignment Objection”). A separate order shall be entered approving the assumption and

assignment of any executory contracts and/or unexpired leases scheduled by the Debtors to be assumed and assigned.

7. Medicare Provider Agreement. Notwithstanding anything to the contrary in the Asset Purchase Agreement, nothing in this Order shall be construed as authorizing the sale of Komanoff's Provider Agreement for Medicare (the "Medicare Provider Agreement") with the Secretary of the United States Department of Health and Human Services ("HHS") as an asset to the Purchaser free and clear of successor liability for pre-Closing Medicare debt, whether or not such debt is as of yet undetermined, nor as restricting Medicare's right of setoff and recoupment. The assumption and assignment of the Medicare Provider Agreement will be authorized in a stipulation pursuant to 11 U.S.C. § 365 which will be negotiated by the Komanoff Debtor, Purchaser and HHS and submitted for this Court's approval.

8. Rejection of Contracts and Leases. Pursuant to section 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing and each non-Debtor counterparty's right to object to such rejection for a period of fifteen (15) days following notice of the rejection, the contracts and leases (the "Rejected Contracts") set forth on a schedule to be filed with the Court, which may be filed, and subsequently amended, at any time prior to ten (10) days before the Closing, are rejected as of the Closing. The Komanoff Debtor shall serve this Order and the schedule of Rejected Contracts on all counterparties to the Rejected Contracts simultaneously with the filing of such schedule with the Court. To the extent any party objects to such rejection and such objection is denied or overruled by the Court, the contract or lease at issue shall be deemed rejected as of Closing. Subject to the notice requirements herein, the Komanoff Debtor may amend the schedule of Rejected Contracts through the Closing.

9. Buyer shall provide reasonable access to the Komanoff Debtor and any counterparty to a Rejected Contract for the purpose of returning to such counterparty any and all equipment or other items subject to a Rejected Contract.

10. Transfer Tax Exemption. The transfer of the Acquired Assets is exempt from New York State real estate transfer tax pursuant to provisions of N.Y. Tax Law Section 1405(b)(8).

Additional Provisions

11. Receivership Agreement. The Komanoff Debtor is authorized to (i) enter into the Receivership Agreement with Buyer, and (ii) take all actions necessary to implement the Receivership Agreement, including, without limitation, to request, pursuant to New York Public Health Law § 2810, that the New York State Department of Health (“**DOH**”) appoint Buyer to act as the receiver and interim operator (the “**Receiver**”) of Komanoff on the terms and conditions set forth in the Receivership Agreement. Upon approval by DOH, Receiver shall be authorized to operate Komanoff for its own account as receiver under the terms, conditions and limitations set forth in the Receivership Agreement, and (i) Receiver shall be entitled to the receivables and revenues generated by the Receiver's operations (the “**Receivership Revenues**”) free and clear of any liens or encumbrances on the assets of Komanoff; (ii) the Receivership Revenues shall not be property of the Komanoff Debtor’s estate; (iii) all obligations, debts and liabilities incurred by the Receiver shall be the sole responsibility of the Receiver, not the Debtor’s estate, and shall not entitle any third party to file a claim, lien or other encumbrance against the Komanoff Debtor’s estate; and (iv) the Receiver shall have the obligation to pay all US Trustee fees on disbursements made by the Receiver.

12. Additional Documents. Prior to or upon the Closing of the Sale Transaction, each of the Komanoff Debtor's creditors will execute such documents and take all other actions as may be reasonably necessary to release their interests, if any, in the Acquired Assets as such interests, liens, claims and/or other encumbrances may have been recorded or may otherwise exist.

13. Except as otherwise provided in the Purchase Agreement, this Order (a) shall be effective as a determination that, upon the Closing, all liens existing with respect to the Debtors and/or the Acquired Assets prior to the Closing have been unconditionally released, discharged, and terminated solely as to the Buyer and the Acquired Assets, and that the conveyances described herein have been effected, and (b) shall be binding upon 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 of the Acquired Assets.

14. Financing Statements. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing interests with respect to the Komanoff Debtor and/or the Acquired Assets shall not have delivered to the Komanoff Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Komanoff Debtor, the Acquired Assets or otherwise, then (a) the Komanoff Debtor or the Buyer is hereby authorized to execute

and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) Buyer and/or the Komanoff Debtor is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all interests and liens in, solely against or solely with respect to the Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, and local governmental agency, department, or office.

15. Modifications. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment or supplement does not (i) materially change the terms of the Purchase Agreement, (ii) modify the express terms of this Order, and (iii) have a material adverse effect on the Komanoff Debtor's estate or the rights and claims of any counterparty against the Komanoff Debtor's estate, and the Komanoff Debtor shall provide reasonable advance notice of any such modification to counsel for the Creditors' Committee and the Office of the United States Trustee.

16. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court to allow the Buyer to (i) give the Debtors any notice provided for in the Purchase Agreement, and (ii) take any and all actions permitted by the Amended Purchase Agreement and ancillary agreements in accordance with the terms and conditions thereof.

17. Recording. Each and every federal, state, and local governmental agency, recording office or department and all other parties, persons or entities is hereby directed to

accept this Order and any and all documents and instruments necessary and appropriate for recordation as conclusive evidence of the free and clear and unencumbered transfer of title to the Acquired Assets conveyed to the Buyer.

18. Conflicts, Inconsistencies. To the extent there are any conflicts or inconsistencies with respect to the terms and provisions of the Purchase Agreement, any ancillary agreements executed in respect of the Sale Transaction and this Order, the terms and provisions of this Order shall control.

19. Successors, Assigns. The terms and provisions of the Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, creditors, the Buyer, and any of such parties' respective affiliates, designees, successors, and assigns, and shall be binding in all respects upon all of the Debtors' creditors, all prospective and actual bidders for some or all of the Acquired Assets, and all persons and entities receiving notice of the Sale Motion, the Auction and/or the Sale Hearing notwithstanding any subsequent appointment of any trustee(s), examiner(s), or receiver(s) under any Chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Debtors, their estates, creditors, or any trustee(s), examiner(s), or receiver(s).


20. Non-Severability/Failure to Specify. The provisions of this Order are non-severable and mutually dependent. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Purchase Agreement be authorized and approved in its entirety.

21. Order Immediately Effective. As provided by Bankruptcy Rules 6004(h), 6006(d) and 7062, this Order shall be effective and enforceable immediately upon its entry, and the sale approved by this Order may close immediately upon entry of this Order, notwithstanding any otherwise applicable waiting periods.

22. Retention of Jurisdiction. This Court retains jurisdiction on all matters pertaining to the relief granted herein, including to interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects.

Dated: May 22, 2014
Central Islip, New York





Alan S. Trust
United States Bankruptcy Judge