

EXHIBIT Q
(Proposed Order)

and Interests and Granting Related Relief, filed by the Receiver on April 24, 2015 (the “Motion”)¹:

THE COURT HEREBY FINDS AND DETERMINES AS FOLLOWS:

A. Jurisdiction and Venue²

This Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(1). Venue is proper in this District and in this Court pursuant to 28 U.S.C. § 1391.

B. Final Order

This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). The Court expressly (i) finds that there is no just reason for delay in the implementation of this Order and (ii) directs entry of judgment as set forth herein.

C. Statutory Predicates

The statutory predicates for the relief requested herein are 28 U.S.C. § 754, 28 U.S.C. § 959(b), 28 U.S.C. § 1692, 28 U.S.C. § 2001 and sections 9-610 through 9-613, 9-617, 9-619 and 9-623 through 9-628 of the Uniform Commercial Code, as adopted by the State of Illinois (810 ILCS 5/9-610 through 810 ILCS 5/9-613, 810 ILCS 5/9-617, 810 ILCS 5/9-619 and 810 ILCS 5/9-623 through 810 ILCS 5/9-628) (the “UCC”).

D. Notice of Sales and Sale Hearing

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

² All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby 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.

As evidenced by the Notice of Motion and attached Certificate of Service filed with this Court contemporaneously herewith, proper, timely, adequate and sufficient notice of the Motion, the Sales and the Sale Hearing, and a reasonable opportunity to object or be heard with respect to the Motion, has been provided to and upon the following parties:

- a. all creditors of the Receivership Entities known to the Receiver who could possibly assert a lien (including any security interest), claim, right, interest or encumbrance of record against all or any portion of the Purchased Assets;
- b. counsel to the Lender;
- c. counsel to the Subordinate Lender,
- d. counsel to all parties who have filed an appearance in this case;
- e. counsel to the Purchaser;
- f. counsel to any known secured lenders;
- g. all applicable federal and state taxing authorities of the Receivership Entities which, as a result of the sale of the Purchased Assets, may have claims, contingent or otherwise, in connection with the Receivership Entities' ownership of the Purchased Assets or have any known interest in the relief requested by the Motion;
- h. all known interest holders of the Receivership Entities;
- i. all parties who submitted an offer to buy the Purchased Assets;
- j. all parties to any pending litigation in which any of the Receivership Parties is a party; and
- k. all customers who have made a cash deposit with the Receivership Entities (collectively the "Notice Parties").

The Receiver also provided proper notice of the Real Estate Sale, as required pursuant to 28 U.S.C. § 2001(b) by publishing notice of the Real Estate Sale in the following newspapers: (i) Neosho Daily News, a newspaper of general circulation covering Southwestern Missouri, the area in which the Goodman Property is located, (ii) Grove Sun, a newspaper of general circulation covering Delaware County the area in which the Grove Property is located,

(iii) Joplin Globe, a newspaper of general circulation covering fourteen counties in southwestern Missouri (collectively, the “Newspapers”), with each notice being published at least ten days prior to the date of this Order.

The Lender timely provided all notices of the UCC Sale which are required under the UCC to all required parties. The UCC Notice conformed with the requirements of the UCC, including but not limited to the requirements of sections 9-610 through 9-613.

The foregoing notices were sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Sales, or the Sale Hearing is required.

E. Good Faith of Purchaser

The Purchaser, its affiliates and their respective representatives are purchasing the Purchased Assets in good faith and have proceeded in good faith in all respects in connection with this proceeding in that: (a) the Purchaser recognized that the Receiver was free to deal with any other party interested in acquiring the Purchased Assets; (b) all payments to be made by the Purchaser in connection with the Sales have been disclosed; (c) no common identity of directors or controlling stockholders exists between the Purchaser and any of the Receivership Entities; (d) the negotiation and execution of the Asset Purchase Agreement was at arm’s length and in good faith; and (e) the Purchaser has not acted in a collusive manner with any person.

F. Authority

The Receiver has the (i) full power and authority to execute the Asset Purchase Agreement, (ii) has all of the power and authority necessary to consummate the Sales, and (iii) no consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required to consummate such Sales.

G. Highest or Best Offer

The Purchaser's bid for the Purchased Assets, as memorialized in the Asset Purchase Agreement, constitutes the highest or best offer received for the Purchased Assets. The Receiver engaged in reasonable and appropriate marketing of the Purchased Assets. The Receiver's determination that the Asset Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets constitutes a valid and sound exercise of the Receiver's business judgment.

H. Business Justification

The Receiver has demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the Sales.

I. Requirements under 28 U.S.C. § 2001(b)

Because the Purchaser's offer for the Real Estate is the highest and best offer the Receiver could obtain for the Real Estate, the best interests of the Receivership Entities' estates will be served by confirming the Real Estate Sale. The Receiver obtained two current appraisals from disinterested persons for each of the two parcels included in the Real Estate, and this Court previously waived the requirement that the Receiver obtain a third appraisal. In addition, the Receiver produced a third appraisal for each of the Real Estate parcels which the Lender used in providing prior financing to certain of the Receivership Entities. The price being offered by the Purchaser for the Real Estate is more than two-thirds of the appraised value under any of the appraisals produced by the Receiver for the Real Estate. No bona fide offers were received by the Receiver for the Real Estate which exceeded the Purchaser's offer.

J. Requirements of 28 U.S.C. § 754. The Receiver has filed the Complaint, the Receivership Order in this matter in the district court for each district in which property of the Receivership Entities is located.

K. No Fraudulent Transfer

The consideration provided by the Purchaser pursuant to the Asset Purchase Agreement for its purchase of the Personal Property and the Real Estate constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States and any individual state, territory, possession, or the District of Columbia. The Purchaser is not a mere continuation, and is not holding itself out as a mere continuation, of any of the Receivership Entities or their respective estates, and there is no continuity between the Purchaser and any of the Receivership Entities. Neither of the Sales amounts to a consolidation, merger, or de facto merger of the Purchaser and any of the Receivership Entities.

The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code, under the laws of the United States or any individual state, territory, possession, or the District of Columbia, or any foreign country. Neither the Receiver nor the Purchaser (nor its affiliates) is entering into the transaction contemplated by the Asset Purchase Agreement fraudulently for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims.

L. Validity of Transfer

The transfers of the Personal Property and the Real Estate to the Purchaser will be legal, valid and effective transfers of the Personal Property and the Real Estate, and will vest the

Purchaser with all right, title, and interest of the Receiver and the Receivership Entities in and to the Personal Property and the Real Estate.

M. Sales Free and Clear of All Liens, Claims, Encumbrances and All Other Interests.

The Personal Property and the Real Estate transferred to the Purchaser pursuant to the Sales are free and clear of all liens, encumbrances, pledges, mortgages, deeds of trust, security interests, claims, leases, charges, options, rights of first refusal, easements, servitudes, proxies, voting trusts or agreements, and transfer restrictions under any agreement in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed (collectively, the “*Interests*”), except for any new liens granted to the Lender in connection with the Purchaser’s financing of the transactions contemplated by the Asset Purchase Agreement, and except for the Permitted Encumbrances (as such term is defined in the Asset Purchase Agreement). Those holders of liens, claims, encumbrances, or other Interests in, to, or against the Purchased Assets who did not object, or who withdrew their objections, to the Sales or the Motion are deemed to have consented thereto.

The Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the Sales if they were not free and clear of all Interests of any kind or nature whatsoever, except as otherwise provided in the Asset Purchase Agreement, or if the Purchaser would, or in the future could, be held liable for any of the Interests.

N. Compelling Circumstances for Immediate Sales

The Receiver articulated compelling circumstances for approval of the Asset Purchase Agreement and the Sales. The Sales were necessary to reduce carrying costs of the Personal

Property and the Real Estate for the Receivership Entities' estates and to preserve and maximize the going concern value of the Purchased Assets. The Receiver made a good and sufficient showing that it was necessary for the Sales to occur within the time period the Receiver identified in order to maximize the value received in connection with the Sales.

O. Commercial Reasonableness of the UCC Sale

The disposition of the Personal Property pursuant to the UCC Sale was made in conformity with reasonable commercial practices among dealers in the types of property that make up the Personal Property.

P. Management of the Receivership Entities

To date, the Receiver, and all persons and entities engaged or employed by the Receiver, including but not limited to Matthew English and Howard Bailey, in full compliance with 28 U.S.C. § 959(b), have managed and operated the property of the Receivership Entities according to the requirements of the valid laws of the states in which the property of the Receivership Entities are situated, in the same manner that the Receivership Entities would be bound to do if in possession thereof. The Receiver, and all persons and entities engaged or employed by the Receiver, including but not limited to Matthew English and Howard Bailey, have managed, preserved, protected, maintained, sold and surrendered assets of the estates of the Receivership Entities in a reasonable, prudent, diligent and efficient manner.

Q. Legal and Factual Bases

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

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. **Motion.** The relief requested in the Motion is GRANTED to the extent set forth herein.

2. **Notice.** Proper and adequate notice of the hearing on the Motion was given to all interested parties who could possibly assert a lien (including any security interest), claim, right, interest or encumbrance against all or any portion of the Purchased Assets. The Receiver provided proper notice of the Real Estate Sale, as required pursuant to 28 U.S.C. § 2001(b), by publishing notice of the Real Estate Sale in the Newspapers, with each notice being published at least ten days prior to the date of this Order. The Lender provided timely and proper notice of the UCC Sale to all necessary parties as required under the UCC.

3. **Objections.** All objections to the Motion or the relief requested therein which have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits, except as may be provided in other orders of the Court.

4. **Approval of the Asset Purchase Agreement.** The Asset Purchase Agreement and all other ancillary documents, all of the terms and conditions thereof, and the Sales are hereby approved.

5. The Receiver and Lender are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sales to the Purchaser pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and this Order, (ii) close the Sales as contemplated in the Asset Purchase Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement and close fully the transactions contemplated by the Asset Purchase Agreement, together with all additional instruments and

documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sales.

6. This Order and the Asset Purchase Agreement shall be binding in all respects upon the Receiver, the Receivership Entities, their estates, all creditors of (whether known or unknown), and holders of equity interests in, the Receivership Entities, any holders of liens, claims, encumbrances or any other Interests against or on all or any portion of the Purchased Assets, the Purchaser, including all of the successors and assigns of the foregoing, and any trustee appointed in any Receivership Entity's chapter 7 or 11 case under the Bankruptcy Code, and shall not be subject to rejection. This Order and the Asset Purchase Agreement shall inure to the benefit of the Receiver, the Receivership Entities, their respective estates, their creditors, and the Purchaser, including all of the successors and assigns of the foregoing.

7. **Transfer of the Real Estate and Personal Property.** Pursuant to 28 U.S.C. §§ 959 and 2001(b), the Receiver is authorized to transfer the Real Estate to the Purchaser, by a private sale, and the private sale of the Real Estate is hereby confirmed. Upon the Closing, the Purchaser shall take title to and possession, ownership, direction and control of the Real Estate, and such transfer shall constitute an unconditional legal, valid, binding and effective transfer of the Real Estate and shall be free and clear of all liens, claims, encumbrances and all other Interests of any kind, except for any new liens granted to the Lender in connection with the Purchaser's financing of the transactions contemplated by the Asset Purchase Agreement, and except for the Permitted Encumbrances (as such term is defined in the Asset Purchase Agreement).

8. The sale of the Personal Property by the Lender to the Purchaser, pursuant to sections 9-610 through 9-613, 9-617, 9-619 and 9-623 through 9-628 of the UCC is hereby

confirmed and found to be commercially reasonable pursuant to section 9-627 of the UCC. Upon the Closing, the Purchaser shall take title to and possession, ownership, direction and control of the Purchased Assets, and such transfer shall constitute an unconditional legal, valid, binding and effective transfer of the Purchased Assets and shall be free and clear of all liens, claims, encumbrances and all other Interests of any kind, except for any new liens granted to the Lender in connection with the Purchaser's financing of the transactions contemplated by the Asset Purchase Agreement, and except for the Permitted Encumbrances (as such term is defined in the Asset Purchase Agreement).

9. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Order, any person holding liens, claims, encumbrances and all other Interests in or to the Personal Property or the Real Estate arising under or out of, in connection with, or in any way relating to the Receivership Entities, the Personal Property or the Real Estate, prior to the transfer of the Personal Property and Real Estate to the Purchaser, hereby is forever barred, estopped and permanently enjoined from asserting against the Purchaser or its successors or assigns, its property, the Personal Property, or the Real Estate such person's liens, claims, encumbrances, and all other Interests in the Personal Property or the Real Estate.

10. Upon the Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets to the Purchaser. Each and every federal, state, and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and the Sales. All persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Receiver and the Lender to sell and

transfer the Real Estate and Personal Property, respectively, to the Purchaser in accordance with the terms of the Asset Purchase Agreement, the Sales, and this Order. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel the liens, claims, encumbrances and all other Interests.

11. Except as otherwise provided in the Asset Purchase Agreement and this Order, the Purchased Assets shall be sold, transferred and delivered to Purchaser on an “as is, where is” or “with all faults” basis.

12. If any person, except for the Lender, that has filed statements or other documents or agreements evidencing liens, claims, encumbrances and all other Interests in or to the Real Estate or Personal Property shall not have delivered to the Receiver prior to the closing of the Sales, 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, claims, encumbrances and all other Interests the person has or may assert with respect to the Personal Property or the Real Estate, the Receiver is hereby authorized and directed, and the Purchaser is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person with respect to the Personal Property or the Real Estate.

13. This Order is and shall be binding upon and govern the acts of all persons, 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 and local officials, and all other persons 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; and each of the foregoing

persons 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 Asset Purchase Agreement.

14. Except as set forth in the Asset Purchase Agreement, the Sales will not subject the Purchaser to any liability for any Interests whatsoever, including, without limitation, statutory claims, that any of the foregoing parties or any other third party may have against the Receiver or Receivership Entities with respect to the operation of the Receivership Entities' businesses prior to the closing of the Sales or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee or vicarious liability. All persons and entities, with the exception of the Lender, asserting or holding any Interests in or with respect to the Personal Property or Real Estate (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 Interests against the Purchaser. This Sales Order shall be effective as a determination that, as of the Closing, all Interests of any kind or nature whatsoever existing as to the Personal Property or the Real Estate prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected.

15. Following the Closing, with the exception of the Lender, no holder of an Interest in the Personal Property or the Real Estate shall interfere with the Purchaser's title to or use and enjoyment of the Personal Property or the Real Estate. Each and every federal, state, and local governmental agency, recording office or department, and all other parties, persons or entities,

are hereby directed to accept for recording this Sales Order and any and all documents or instruments necessary or appropriate to effectuate the transactions contemplated by this Sales Order and the Asset Purchase Agreement, as conclusive evidence of the free and clear and unencumbered transfer of title to the Purchased Assets conveyed to the Purchaser.

16. Any redemption rights the Receivership Entities, if any, may have regarding the Real Estate are deemed to have been waived.

17. **Surrender of Purchased Assets**. All entities that are presently, or that as of the Closing may be, in possession of some or all of the Purchased Assets hereby are directed to surrender possession of the Purchased Assets to the Purchaser as of the Closing. Upon the Closing, each of the Receivership Entities' creditors is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Purchased Assets, if any, as such Interests may have been recorded or may otherwise exist. All creditors who are in possession of certificates of title for any vehicles described in Section 1.1(b) of the Asset Purchase Agreement shall deliver such certificates of title along with applicable lien release forms.

18. **No Successor Liability**. The Purchaser is not a "successor" to the Receiver or any of the Receivership Entities or their respective estates 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 Receiver, any of the Receivership Entities, and/or their respective estates, with respect to the Personal Property, the Real Estate or otherwise, including, but not limited to, under any bulk sales law, doctrine or theory of successor liability, or similar theory or basis of liability, except for the assumption of the Asset Purchase Agreement and any documents related thereto. Neither the purchase of the Personal Property or the Real Estate by

the Purchaser or any of its Affiliates nor the fact that the Purchaser or any of its Affiliates are using any of the Personal Property or the Real Estate previously operated by the Receiver will cause the Purchaser or any of its affiliates to be deemed a successor in any respect to any of the Receivership Entities' businesses or to incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to any of the Receivership Entities' liability under such law, rule or regulation or doctrine.

19. Upon consummation of the Sales, the Purchaser shall not be deemed to (a) be the successor to the Receiver, (b) be the successor to any of the Receivership Entities (c) have, de facto or otherwise, merged with or into the Receiver or any of the Receivership Entities, or (d) be a mere continuation or substantial continuation of the Receiver or any of the Receivership Entities.

20. **Compliance with 28 U.S.C. § 2001(b).** Because the Purchaser's offer for the Real Estate is the highest and best offer the Receiver could obtain for the Real Estate, the best interests of the Receivership Entities' estates will be served by confirming the Real Estate Sale. The Real Estate Sale fully complies with the requirements of 28 U.S.C. § 2001(b).

21. **Compliance with 28 U.S.C. § 754.** By filing a copy of the Complaint and the Receivership Order in this matter in the district court for each district in which property of the Receivership Entities is located, the Receiver has fully complied with 28 U.S.C. § 754. As such, the Receiver and the Court have jurisdiction over all assets of the Receivership Entities in each such district.

22. **Good Faith.** The transactions contemplated by the Asset Purchase Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 9-102(a)(43) of the UCC, and, as such, the Purchaser is entitled to the full protections afforded to a good faith transferee under the UCC, including section 9-617(3)(b) of the UCC.

23. **Use of Sales Proceeds.** All net proceeds from the consummation of the UCC Sale shall be distributed to the Lender in accordance with the Loan Documents. All net proceeds from the consummation of the Real Estate Sale shall be distributed to the Lender in accordance with the Loan Documents, except as may be agreed by the Lender and the Receiver under the Third Forbearance Agreement, or any subsequent forbearance agreement.

24. **Binding Order.** This Order and the Asset Purchase Agreement shall be binding on and govern the acts of all persons and entities, including, without limitation, the Receiver, the Receivership Entities, and the Purchaser, as well as their respective successors and permitted assigns, including without limitation any trustee appointed in a chapter 11 or 7 case, and all creditors of any of the Receivership Entities (whether known or unknown), including the conduct of all federal, state, and local government agencies or departments, including any filing agents, filing officers, title agents, recording agencies or offices, 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 Personal Property or the Real Estate.

25. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (i) any of the Receivership Entities' chapter 7 or 11 cases, if any, or (ii) any related proceeding subsequent to the entry of this Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order.

26. **Limitation on Liability of Receiver.** The Receiver and all persons and entities engaged or employed by the Receiver, including but not limited to Matthew English and Howard Bailey, are hereby released and absolved of and from any and all claims arising from the performance of their official duties or the administration of the estates of the Receivership Entities to date, including but not limited to any existing claim concerning or relating to any local, state, or federal taxes. The Receiver and all persons and entities engaged or employed by the Receiver, including but not limited to Matthew English and Howard Bailey, shall forever be discharged from any liability arising from or out of the receivership of the Receivership Entities, to any holder of any existing claims against or interests in any of the Receivership Entities, or to any party.

27. **Order Immediately Effective.** This Order shall be effective immediately upon entry, and the Receiver, the Lender and the Purchaser are authorized to close the Sales immediately upon entry of this Order, notwithstanding any otherwise applicable waiting periods.

28. **Bulk Sales Law.** No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sales.

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

30. **Modification.** The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto, in writing signed by both parties, expressly stating that such instrument is intended to

amend, modify or supplement the Asset Purchase Agreement, any related agreements, documents or other instruments, and in accordance with the terms thereof, without further order of this Court.

31. **Governing Documents.** To the extent there are any inconsistencies between the terms of this Order and the Asset Purchase Agreement, the terms of this Order shall control.

32. **Retention of Jurisdiction.** The Court shall retain jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order and the Asset Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, and each of the agreements executed in connection therewith to which the Receiver or any of the Receivership Entities is a party, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sales.

Dated: _____, 2015

United States District Court Judge

Order prepared by:

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