

The below described is **SIGNED**.



Dated: October 07, 2010

JOEL T. MARKER
U.S. Bankruptcy Judge

Aram Ordubegian (admitted *pro hac*)
Andy S. Kong (admitted *pro hac*)
ARENT FOX LLP
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013-1065
Telephone: (213) 629-7400
Facsimile: (213) 629-7401
Email: ordubegian.aram@arentfox.com
Email: kong.andy@arentfox.com

George W. Pratt (USB #2642)
Jerome Romero (USB #5139)
Nathan D. Thomas (USB #11965)
**JONES WALDO HOLBROOK &
McDONOUGH PC**
170 South Main Street, Suite 1500
Salt Lake City, Utah 84101
Telephone: (801) 521-3200
Facsimile: (801) 328-0537
Email: gpratt@joneswaldo.com
Email: jromero@joneswaldo.com

*General Bankruptcy and Restructuring
Counsel for S-King Estates, LLC, Debtor and
Debtor-in-Possession*

*Attorneys for King Road Associates, L.C.
and LCC Properties Group, L.C.*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:

S-King Estates, LLC,
a Nevada limited liability company,

Debtor and Debtor-in-
Possession.

Tax ID Number: 20-4829366

Bankruptcy No. 09-33659

Chapter 11

Honorable Joel T. Marker

(Filed Electronically)

Confirmation Hearing

Date: September 29, 2010

Time: 3:00 p.m.

Place: Courtroom 341

350 South Main Street
Salt Lake City, Utah 84101

**ORDER CONFIRMING SECOND AMENDED JOINT PLAN OF REORGANIZATION
(DATED APRIL 20, 2010) AS MODIFIED**

IN THIS DISTRICT, AT SALT LAKE CITY, UTAH, ON THE DATE INDICATED BELOW:

A hearing was held on September 27, 2010 at 2:00 p.m. (the "Hearing") to consider confirmation of the Second Amended Joint Plan of Reorganization Dated as of April 20, 2010, as modified (the "Plan") proposed by the above-captioned debtor and debtor-in-possession S-King Estates, LLC (the "Debtor") and joint plan proponents King Road Associates, L.C. and LCC Properties Group, L.C. ("KRA/LCC" together with the Debtor referred to hereinafter as the "Plan Proponents"). Appearances at the Hearing as set forth on the Court's record.

This Court, having considered the Plan and the Modified Plan as defined below, the tabulation of ballots in connection with the Modified Plan, objections to confirmation of the Plan, the Plan Proponents' *Joint Reply Memorandum in Support of Confirmation of Second Amended Plan of Reorganization* (Docket No. 229), and the proposed modifications to the Plan, as well as all evidence in support thereof, the statements, representations and argument of counsel at the Hearings, the entire record in this case, proper notice of the Plan and the Hearing on the Plan confirmation having been provided, and good cause appearing therefore, and further based on the Court's findings of fact and conclusions of law stated on the record at the Hearings, which are incorporated herein by this reference,

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

1. Based on its review and consideration of the pleadings and arguments listed above, the Court makes the following findings of fact and conclusions of law. This Order constitutes the

Court's findings of fact and conclusions of law under Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure. Any finding of fact constitutes a finding of fact even if it is stated as a conclusion of law, and any conclusion of law constitutes a conclusion of law even if it is stated as a finding of fact.

2. This matter is a core proceeding over which the Court has jurisdiction under 28 U.S.C. §§ 157(b) and 1334(a). This proceeding's venue is proper under 28 U.S.C. §§ 1408 and 1409.

3. The Plan Proponents provided notice of the Plan confirmation hearing and of the time fixed for filing objections to Plan confirmation to all entities entitled to receive that notice, including all of the Debtor's known creditors and shareholders. That notice fully and adequately described the requested relief; was reasonable and appropriate; and complied in all regards with due process. That notice also complied with the applicable provisions of: (a) the Bankruptcy Code; (b) the Federal Rules of Bankruptcy Procedure, including Bankruptcy Rules 2002, 3017, 3018, and 3019; (c) the Local Rules of Practice of the United States Bankruptcy Court for the District of Utah; and (d) all relevant Orders of the Court.

4. The Plan Proponents conducted their solicitation of acceptances or rejections of the Plan and the related distribution and tabulation of ballots with respect to that solicitation in good faith. In addition, the solicitation, distribution, and tabulation complied with all Orders of this Court including, the *Order Approving Second Amended Disclosure Statement for Joint Plan of Reorganization, Approving Form of Ballot, and Fixing the Time for (1) Filing Acceptances or*

Rejections of Joint Plan, (2) Filing Objections and Responses to Objections Regarding Joint Plan, (3) Filing Witness and Exhibit Lists and Expert Witness Disclosures, and (4) for Confirmation hearing, Combined with Notice Thereof (the “Order Approving Disclosure Statement”) and all modifications to the Order Approving Disclosure Statement; all applicable provisions of the Bankruptcy Rules (including Bankruptcy Rules 3017 and 3018); all applicable provisions of the Bankruptcy Code (including sections 1125 and 1126); and all other applicable laws, rules, and regulations. Among other things, the Plan Proponents transmitted the Plan and *Second Amended Disclosure Statement for Joint Plan of Reorganization* (the “Disclosure Statement”) to all required parties-in-interest, claimants and interest holders who hold claims and interests that are impaired under the Plan and who are therefore entitled to vote on the Plan.

5. The Plan Proponents have satisfied each and every requirement of Sections 1129(a) and 1129(b) of Title 11 of 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) necessary for this Court to confirm the Plan, as modified herein (the “Modified Plan”).

6. The Modified Plan complies with the provisions of Section 1122(a) of the Bankruptcy Code in that the Modified Plan places “a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class.”

7. The Modified Plan complies with the provisions of Section 1123(a)(1) of the Bankruptcy Code in that the Plan designates classes of claims other than claims of the kind specified in Section 507(a)(1), (2) and (8) of the Bankruptcy Code and classes of interests.

8. The Modified Plan complies with the provisions of Section 1123(a)(2) of the Bankruptcy Code in that the Modified Plan specifies those classes of claims or interests that are not impaired.

9. The Modified Plan complies with the provisions of Section 1123(a)(3) of the Bankruptcy Code in that the Modified Plan specifies those classes of claims or interests that are impaired.

10. The Modified Plan complies with the provisions of Section 1123(a)(4) of the Bankruptcy Code in that the Modified Plan provides the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agreed to less favorable treatment.

11. The Modified Plan complies with the provisions of Section 1123(a)(5) of the Bankruptcy Code in that the Modified Plan provides adequate means for the Modified Plan's implementation, as (a) the Plan Proponents have already deposited into the Debtor's counsel's trust account \$200,000 of the \$4,000,000 cash infusion (the "Cash Infusion"), (b) on the Effective Date, as that term is defined in the Modified Plan, KRA/LCC will contribute the additional \$3,800,000 which is to be used to make an initial Cure Payment (as defined in the Modified Plan) to Class 1 (Cherng Family Childrens' Trust) ("Cherng") and pay Class 2 (General Unsecured Claims) in full, (c) the Modified Plan provides for the treatment of the Class 1 Claim of Cherng pursuant to the Modified Cherng Loan Documents, and, (d) the professionals employed by the estate (Arent Fox LLP, general bankruptcy and restructuring counsel to the Debtor and Ray Quinney & Nebeker P.C.,

local counsel to the Debtor (collectively, the “Professionals”)) will receive distributions on their administrative claims from the Cash Infusion, after Court approval.

12. The Modified Plan complies with the provisions of Section 1123(a)(6) of the Bankruptcy Code in that the Modified Plan provides for appropriate distribution of power among all voting equity classes.

13. The Modified Plan complies with the provisions of Section 1123(a)(7) of the Bankruptcy Code in that the Modified Plan contains only provisions that are consistent with the interests of creditors and equity security holders and with public policy with respect to the manner of selection of any officer, director, or trustee.

14. The Modified Plan complies with the provisions of Section 1123(b)(1) of the Bankruptcy Code in that the Modified Plan either impairs or leaves any class of claims, whether secured or unsecured, or of interests, unimpaired under the Modified Plan.

15. The Modified Plan complies with the provisions of Section 1123(b)(2) of the Bankruptcy Code in that the Modified Plan provides for the assumption, rejection or assignment of any executory contract or unexpired lease not previously rejected.

16. The Modified Plan complies with the provisions of Section 1123(b)(3) of the Bankruptcy Code in that the Plan Proponents’ proposed modifications to the Plan provide for “the settlement or adjustment of any claim or interest belonging to the debtor or to the estate,” and/or “the retention and enforcement by the debtor, by the trustee, or by a representative of the estate appointed for such purpose, of any such claim or interest.”

17. The Modified Plan complies with the provisions of Section 1123(b)(4) of the Bankruptcy Code in that it provides that title to the Property will not vest in the Reorganized Debtor on confirmation but shall remain property of the Estate and specifies the treatment of the Class 1 Claim through the Modified Cherng Loan Documents, which provide that, upon a default under the Modified Cherng Loan Documents, this Court may appoint a Plan Trustee with authority to conduct a sale of the Property under 11 U.S.C. § 363.

18. The Modified Plan complies with the provisions of Section 1129(a)(1) of the Bankruptcy Code in that the Modified Plan complies with the applicable provisions of Chapter 11 of the Bankruptcy Code.

19. The Modified Plan complies with the provisions of Section 1129(a)(2) of the Bankruptcy Code in that the Plan Proponents have complied with the applicable provisions of Chapter 11 of the Bankruptcy Code.

20. The Modified Plan complies with the provisions of Section 1129(a)(3) of the Bankruptcy Code in that the Plan Proponents have proposed the Modified Plan in good faith and not by any means forbidden by law.

21. The Modified Plan complies with the provisions of Section 1129(a)(4) of the Bankruptcy Code in that any payment made or to be made under the Modified Plan for services or for costs and expenses in or in connection with the Debtor's case, or in connection with the Modified Plan and incident to the Debtor's case, has been approved by, or is subject to the approval of, this Court as reasonable.

22. The Modified Plan complies with the provisions of Section 1129(a)(5)(A) of the Bankruptcy Code in that (a) the Plan Proponents disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Modified Plan, as a director, officer, or voting trustee of the Reorganized Debtor, and (b) the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy.

23. The Modified Plan complies with the provisions of Section 1129(a)(5)(B) of the Bankruptcy Code in that the Modified Plan discloses the identity of any insider that will be employed or retained by the reorganized debtor, and the nature of any compensation for such insider.

24. Section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Modified Plan.

25. The Modified Plan complies with the provisions of Section 1129(a)(7)(A) of the Bankruptcy Code in that in that, with respect to each impaired class of claims or interests, each holder of a claim or interest of such class has either (a) accepted the Modified Plan or (b) will receive or retain under the Modified Plan on account of such claim or interest property of a value, as of the Effective Date of the Modified Plan, that is not less than the amount that such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code.

26. The Modified Plan complies with the provisions of § 1129(a)(7)(B) of the Bankruptcy Code in that the holder of the Class 1 Claim will receive or retain under the Modified Plan on account of its claim property of a value, as of the Effective Date of the Modified Plan, that is

not less than the value of its interest in the estate's interest in the Property.

27. The Modified Plan complies with the provisions of § 1129(a)(8). Class 2 is not impaired under the Modified Plan and therefore is deemed to have accepted the Modified Plan under Bankruptcy Code section 1126(f). Classes 3 and 4 are impaired under the Modified Plan, and with respect to each of these impaired Classes, the Modified Plan was accepted by at least two-thirds in amount and more than one-half in number of the Allowed Claims in these Classes that are held by non-insider creditors who timely submitted ballots on the Modified Plan. Class 2, which previously cast a rejecting ballot, at the Confirmation Hearing requested the Court's permission to change its ballot to an accepting ballot based upon the compromise reached with the Plan Proponents as set forth in the Modified Cherng Loan Documents, the Modified Plan, and this Order. The Court grants Cherng's request and allows its to change its ballot to an accepting ballot.

28. The Modified Plan complies with the provisions of Section 1129(a)(9)(A) of the Bankruptcy Code in that the Modified Plan provides for the payment in cash in full on the Effective Date of the allowed amounts of claims specified in sections 507(a)(2) and 507(a)(3) of Title 11.

29. The provisions of Section 1129(B) of the Bankruptcy Code are inapplicable to the Modified Plan.

30. The Modified Plan complies with the provisions of Sections 1129(C) and (D) of the Bankruptcy Code in that the Modified Plan provides for the payment, as of the Effective Date, or the allowed amount of claims of a kind specified in § 507(a)(8) of Title 11.

31. The Modified Plan complies with the provisions of Section 1129(a)(10) of the Bankruptcy Code in that at least one class of claims that is impaired under the Modified Plan has accepted the Modified Plan, determined without including any acceptance of the Modified Plan by any insider.

32. The Modified Plan complies with the provisions of Section 1129(a)(11) of the Bankruptcy Code in that the Modified Plan is feasible and confirmation of the Modified Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor, unless such liquidation or reorganization is proposed in the Modified Plan.

33. The Modified Plan complies with the provisions of Section 1129(a)(12) of the Bankruptcy Code in that all fees payable under Section 1930 of Title 28 have been paid or the Modified Plan provides for the payment of all such fees on the Effective Date of the Modified Plan.

34. Section 1129(a)(13) of the Bankruptcy Code is inapplicable to the Modified Plan.

35. Section 1129(b)(1) of the Bankruptcy Code is inapplicable to the Modified Plan as, with this Court's approval of Cherng's request to change its ballot to an accepting ballot, all impaired classes under the Modified Plan have voted to accept the Modified Plan.

36. The primary purpose of the Modified Plan is not avoidance of taxes or avoidance of the requirements of Section 5 of the Securities Act of 1933, as amended, and there has been no objection filed by any governmental unit asserting such avoidance. Thus, the Modified Plan complies with Section 1129(d) of the Bankruptcy Code.

37. The following proposed modifications to the Plan should be approved as nonmaterial

modifications:

- a. A change of the Effective Date from the eleventh business day following the Confirmation Date to the 30th calendar day after the Confirmation Date.
- b. A change extending the Administrative Claim Bar Date to a date 90 days after the Confirmation Date, from 30 days.
- c. Changes implementing and integrating a compromise for the amount and treatment of the Allowed Cherng Claim and its treatment. The Modified Plan incorporates a compromise between the parties set forth in considerable detail in the Modified Loan Documents attached to the Plan.
- d. A change providing for the payment of 100% of Class 2 claims on or before the Effective Date. Previously, Class 2 claim were to be paid 90% within ten days of the Effective Date.
- e. A change providing for the distribution to the Class 3 claim of KRA/LCC of \$10,000 and 100% of the membership interest of the Reorganized Debtor. Previously, the Plan provided for no distributions to the Class 3 unsecured claim of KRA/LCC.
- f. Changes to the language pertaining to the treatment of Class 4 interests. The language changes were technical, not substantive.
- g. A change providing for the payment of interest to priority tax claims.
- h. The insertion of additional language pertaining to the Exit Funding and Effective Date of the Cherng Modified Loan to better describe the procedures for both.

i. A change to § 4.7.1 providing that the plan payments can be made through an escrow agent.

j. Changes to the vesting provision (§ 6.4) and jurisdiction (§ 6.6) to effect the compromise between Cherng and the Plan Proponents. By the change, the Property, as described in the Plan, does not vest with the Reorganized Debtor until the Cherng Claim is paid in full. Additionally, the Court retains jurisdiction to provide the Cherngs the remedy of a Plan Trustee and § 363 sale in the event of a default.

38. Based on the foregoing, the Modified Plan should be confirmed pursuant to the provisions of Section 1129(a) and (b) of the Bankruptcy Code as the Plan Proponents have satisfied each and every applicable provision of Section 1123 and Section 1129 of the Bankruptcy Code.

BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED AS FOLLOWS:

A. The Modified Plan, attached hereto as Exhibit "A", is incorporated into this Order by reference and such Modified Plan and is hereby **CONFIRMED** pursuant to Section 1129(a) of the Bankruptcy Code, as modified by this Order. Any objections to the Plan and/or the Modified Plan that have not been consensually resolved or otherwise provided for herein are hereby overruled, and in the event of any inconsistency between modifications or amendments to the Plan and the provisions of this Order, the provisions of this Order are controlling.

B. The Effective Date of the Modified Plan shall be first business day following the thirtieth (30th) calendar day following entry of this Order, unless there is a stay in effect, in which

case the Effective Date shall be the first business day after the stay is no longer in effect with respect to the Plan Confirmation Order.

C. Other than the executory contracts and unexpired leases expressly assumed pursuant to the Modified Plan and this Order, all other executory contracts and unexpired leases shall be deemed rejected on the Effective Date but effective as of December 8, 2009 (the "Petition Date").

D. The provisions of the Modified Plan and this Order and the final Order confirming the Modified Plan will be binding on the Debtor, the Debtor's estate, KRA/LCC, any entity acquiring property under the Modified Plan, and any and all of the Debtor's creditors, equity security holders, and/or any other claim and/or interest holder, including, without limitation, the holder of any claim of a kind specified in 11 U.S.C. § 502(g), (h) or (i), whether or not: (1) a proof of claim based on such a debt is filed or deemed filed under 11 U.S.C. § 501; (2) such claim is allowed under 11 U.S.C. § 502; or (3) the holder of such claim has accepted the Modified Plan.

E. Any judgment at any time obtained in any other court, to the extent that such judgment is a determination of the liability of the Debtor with respect to any debt that is discharged under the Modified Plan, is void without further action required by any parties.

F. The commencement or continuation of any action, the employment of process, or any act to collect or recover, any debts and/or claims against the Debtor and/or the Debtor's estate is hereby forever enjoined, except as otherwise set forth in the Modified Plan or this Order.

G. On the Effective Date, Barney Ng's position as manager of the Debtor shall be terminated and the manager of the Reorganized Debtor, as defined in the Modified Plan, shall be

David M. Luber. David M. Luber shall not receive compensation for serving as manager of the Reorganized Debtor.

H. On the Effective Date, all property of the Estate, other than the Property (as defined in the Modified Plan), shall vest in the Reorganized Debtor, free and clear of all Claims, liens, encumbrances, charges and other interests of creditors and Interest holders, except as provided in the Plan or in the Confirmation Order. Without limiting the foregoing, the Reorganized Debtor shall be vested with all claims and causes of action of Debtor, including, without limitation, those claims arising under Sections 510, 541, 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code. The Property shall not vest in the Reorganized Debtor, but instead shall remain property of the Estate until the earlier of (i) payment in full of the Allowed Cherng Claim by the Reorganized Debtor or (ii) foreclosure by Cherng of its lien against the Property pursuant to the Modified Cherng Loan Documents. Notwithstanding the foregoing, and unless and until a Trustee is appointed, the Reorganized Debtor shall be vested with possession, use, and control of the Property, with such possession, use, and control to be subject to the Modified Cherng Loan Documents. Upon the payment in full of the Allowed Cherng Claim by the Reorganized Debtor, the Court shall immediately issue an Order vesting the Property in the Reorganized Debtor, free and clear of all Claims, liens, encumbrances, charges and other interests of creditors and Interest Holders arising prior to the Effective Date, except as provided in the Plan or in the Confirmation Order.

I. On the Effective Date, any unexpired lease or executory contract not expressly assumed by the Reorganized Debtor in conjunction with and as of the confirmation of the Modified

Plan or which has not been previously assumed or rejected by the Debtor during this case, shall be, and is hereby, rejected, and, unless claims based upon rejection of these executory contracts and/or unexpired leases are filed timely pursuant to Bankruptcy Rules, they shall be forever barred.

J. All claims against or assertions of interest in the Debtor and/or the Debtor's estate not filed on or before the applicable bar date set by this Court, or not otherwise allowed in accordance with the Bankruptcy Code and Bankruptcy Rules, shall be forever barred whether such claims or interests arose before or after the Petition Date, except those fees of professionals that are entitled to priority.

K. Claim holders shall not receive any distribution from the Plan Proponents other than as specifically set forth in the Modified Plan.

L. The Plan Proponents, Debtor and Reorganized Debtor shall be, and are hereby, authorized and empowered to execute any and all documents and take such other actions as may be necessary to implement the provisions of the Modified Plan. Barney Ng is specifically authorized by this Order to execute all such documents, including the Modified Cherng Loan Documents, on behalf of the Debtor prior to the Effective Date.

M. This Court will retain jurisdiction to the fullest extent permitted by law including to enter any orders or to take any action specified in this Plan including, without limitation, the following: (a) to allow, disallow, reconsider (subject to Section 502(j) of the Bankruptcy Code and applicable Bankruptcy Rules), estimate, liquidate, classify, or determine any Claim against Debtor, excluding the Allowed Cherng Claim, but including fee claims or other Claims for compensation or

reimbursement, (b) to hear and determine all Claims, adversary proceedings, applications, motions, and contested or litigated matters arising under the Bankruptcy Code or arising in or related to the case filed or commenced before or after the Confirmation Date or pursuant to the Plan and to adjudicate and to enforce claims or causes of action of Debtor or the Estate arising under the Bankruptcy Code or arising in or related to the above-captioned case, whether or not pending on the Confirmation Date, (c) to resolve controversies and disputes regarding interpretation and implementation of the Plan, (d) to enter orders in aid of or to interpret the Plan, including, without limitation, appropriate orders (which may include contempt or other sanctions) to enforce the Plan, and to protect Debtor, the Reorganized Debtor, and any other entity having rights under the Plan as may be necessary to implement the Plan, (e) to correct any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan, (f) to modify the Plan as provided by applicable law, (g) to determine all questions and disputes regarding title to assets of Debtor, of the Estate, or of the Reorganized Debtor, as may be necessary to implement the Plan, (h) to determine any and all pending applications for the assumption or rejection of executory contracts and unexpired leases and to hear and determine, and if necessary to liquidate, whether by estimation or otherwise, any Claims arising therefrom, (i) to enforce and to determine actions and disputes concerning the discharge, release, and injunctions contemplated by the Plan and to require persons holding liens to release liens in compliance with the Plan, (j) to fix the value of collateral in connection with determining Claims, (k) to enter any order pursuant to Section 505 of the Bankruptcy Code or otherwise to

determine any tax of the Debtor, whether before or after the Confirmation, including to determine any and all tax effects of the Plan, (l) to order the appointment of a Plan Trustee pursuant to the Default provisions contained in the Modified Cherng Loan Documents, (m) to hear and determine any matters which the Plan Trustee may bring before the Court in connection with the Plan Trustee's duties, (n) to hear and determine any motion by the Plan Trustee for the sale of the Property, and (o) to enter a final decree closing the Case and making such final administrative provisions for the Case as may be necessary or appropriate.

N. As and when the Modified Plan has been substantially consummated, or it is otherwise appropriate, the Reorganized Debtor, or such other party as may be proper, shall move the Court, pursuant to Section 350 of the Bankruptcy Code and Bankruptcy Rule 3022, for a final decree and order closing the case; provided, however, the Reorganized Debtor may not seek a final decree until such time as (i) the Class 1 Claim is paid in full pursuant to the Modified Cherng Loan Documents, (ii) a sale of the Property pursuant to a Plan Trustee's motion under § 363 has closed, or (iii) Cherng has foreclosed its deed of trust against the Property.

O. Barney Ng is authorized to execute the Modified Cherng Loan Documents on behalf of the Debtor prior to the Effective Date of the Modified Plan.

**** END OF ORDER ****

Agreed as to form:

HOLLAND & HART LLP

By: _____
MONA L. BURTON
Counsel for The Cherng Family Childrens' Trust

By: _____
LAURIE A. CAYTON
Office of the United States Trustee-Salt Lake City
Attorneys for the Acting United States Trustee

4928595_1.DOC

ORDER SIGNED