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COUNSEL FOR CHAPTER 11 TRUSTEE OF KENTUCKY OWL, LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re	§	Chapter 11
	§	
Kentucky Owl, LLC,[1]	§	Case No.: 24-80147-swe11
	§	
Debtor.	§	
	§	

KENTUCKY OWL TRUSTEE'S EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING PROCEDURES FOR THE SALE OR TRANSFER OF CERTAIN ASSETS AND (II) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested no later than 2:00 p.m. (CT) on April 22, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

[1] The Debtor in this Chapter 11 Case, along with the last four digits of its federal identification number, is Kentucky Owl, LLC (3826). The Debtor's address is Kentucky Owl, LLC, Attn: Claudia Z. Springer, Chapter 11 Trustee, c/o NOVO Advisors LLC, 200 W. Madison Street, Suite 1000, Chicago, Illinois 60606.

A hearing will be conducted on this matter on April 22, 2026 at 2:00 p.m. in Courtroom No. 3 at the US Bankruptcy Court, 1100 Commerce Street, 14th Floor, Dallas, TX, 75242. You may participate in the hearing either in person or by an audio and video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at 1-650-479-3207. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the following link on Judge Everett's home page: https://us-courts.webex.com/meet/Everett The meeting code is 2304 017 9738. Click the settings icon in the upper right corner and enter your name under the personal information setting. Hearing appearances must be made electronically in advance of electronic hearings. To make your appearance, click the "Electronic Appearance" link on Judge Everett's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

Claudia Z. Springer (the "Kentucky Owl Trustee"), as chapter 11 trustee of Kentucky Owl, LLC (the "Debtor"), hereby files this emergency motion (this "Motion") for entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), (a) authorizing and approving procedures for the sale or transfer of certain of the Debtor's assets, including any rights or interests therein, and (b) granting related relief. In further support of this Motion, the Kentucky Owl Trustee states as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested in this Motion are sections 105(a) and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq* (the "Bankruptcy Code"), rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") rule 2002-

1(a)(2) of the Local Bankruptcy Rules for the Northern District of Texas (the "Local Bankruptcy Rules"),

4. The Kentucky Owl Trustee confirms her consent to the entry of a final order by the Court in connection with the Motion in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

General Background:

5. On November 27, 2024, the Debtor and its affiliate Stoli Group (USA), LLC ("Stoli") each filed voluntary petitions for relief under Chapter 11.

6. On February 5, 2026, the Court entered an order authorizing and directing the Office of the United States Trustee (the "U.S. Trustee") to appoint a chapter 11 trustee for the Debtor [Stoli Docket No. 1123].

7. On February 19, 2026, the U.S. Trustee appointed the Kentucky Owl Trustee [Stoli Docket No. 1145]. On March 4, 2026, the Court entered an order approving the appointment of Claudia Z. Springer as the Kentucky Owl Trustee [Stoli Docket No. 1172].

8. On March 31, 2026, the Court entered *Order Granting Emergency Motion for Entry of an Order (I) Approving Certain Modifications to Joint Case Administration Procedures and (II) Granting Related Relief* [Stoli Docket No. 1252], which established certain case administration procedures as to the Debtor's chapter 11 case, including ordering that the Debtor's case no longer be jointly administered with the Stoli case.

The Debtor's Assets:

9. The Debtor's core assets consist of over 35,000 barrels and approximately 19,000 proof gallons of bourbon whiskey of varying vintages spanning production years 2013 through 2025 and additional whiskey and other inventory and work-in-process items (collectively, the "Assets"). The Assets reflect a diverse set of underlying mash bills[2], encompassing approximately twenty distinct recipes with differing proportions of corn, rye, wheat, and malted barley, resulting in a broad spectrum of flavor profiles, aging characteristics, and potential end-market positioning. The Assets are in various stages of maturation, representing a significant and time-sensitive asset whose value is intrinsically tied to aging progression, storage conditions, and market demand for premium and ultra-premium American whiskey.

10. The Kentucky Owl Trustee, with the assistance of her proposed industry broker, Time and Tasks LLC ("Time and Tasks"), and other advisors, has undertaken a strategic review of the Assets, including evaluating inbound interest in acquiring portions of the Assets that the Kentucky Owl Trustee has received and developing a list of potential targets to market classes of the Assets. Time and Tasks advises that prospective acquirers of all or certain portions of the Assets include strategic and financial buyers and industry players. These prospective acquirers are interested in promptly negotiating for potential sales of the Assets. The Kentucky Owl Trustee seeks the relief requested herein on emergency basis so that the Trustee may attempt to advance these negotiations on an expedited basis to maximize value for an estate with extremely limited resources.

RELIEF REQUESTED

11. To alleviate the costs and delay of filing a separate motion for each proposed sale of Assets, and to eliminate any uncertainty regarding the Kentucky Owl Trustee's authority to

[2] Combinations of specific grains used in the production of whiskey.

consummate such sales, the Kentucky Owl Trustee has developed proposed expedited sale procedures (as set forth below, the "Sale Procedures") to efficiently govern the sale of the Assets with oversight and review by the Debtor's secured lender, Fifth Third Bank, N.A. ("Fifth Third"), and its primary storage facility provider, Bardstown Bourbon Company, LLC ("Bardstown"), and seeks authority to sell or transfer the Assets free and clear of liens, claims and encumbrances up to a certain monetary limit , without further Court order.

12. By this Motion, the Kentucky Owl Trustee seeks entry of the Proposed Order (a) authorizing and approving the Sale Procedures to sell or transfer the Assets or certain of them, including any rights or interests therein; (b) approving any sale agreements the Kentucky Owl Trustee enters into between the date of the filing of this Motion and the date of any order granting the Motion, to the extent that such sale agreements are consistent with the procedures set forth herein, and authorizing the Kentucky Owl Trustee to take all steps necessary to consummate such sales; and (c) granting related relief.

THE SALE PROCEDURES

13. The Kentucky Owl Trustee proposes to use the Sale Procedures with regard to sales or transfers of Assets (each a "Sale") in any individual transaction or series of related transactions to a single buyer or group of related buyers to facilitate a more expeditious and cost-efficient review of each sale by the Kentucky Owl Trustee and other parties-in-interest. The Kentucky Owl Trustee anticipates that the Sales will primarily or entirely consist of private sales.

14. The Kentucky Owl Trustee's proposed Sale Procedures are as follows:

a. The Kentucky Owl Trustee shall notify Fifth Third of any potential sales or transfers of the Assets.

b. With respect to the Sales of Assets in any individual or series of related transactions to a single buyer or group of related buyers with an aggregate selling price (including all commissions, fees, taxes, and other costs) up to $5,000,000.00:

i. the Kentucky Owl Trustee is authorized to consummate such transactions without further order of the Court if the Kentucky Owl Trustee determines in the reasonable exercise of her business judgment that such transactions are in the best interest of the Debtor's estate and Fifth Third consents to such transactions, subject to the procedures set forth herein;

ii. the Kentucky Owl Trustee shall, prior to closing or effectuating such sale or transfer, give written notice (with notice by email being sufficient) of such sale or transfer (each notice, a "Sale Notice") to the following parties or, in lieu thereof, their counsel, if known: (A) the U.S. Trustee; (B) Fifth Third; (C) Bardstown; (D) counsel for the Official Committee of Unsecured Creditors (the "Creditors' Committee"); and (E) any other known affected creditor(s) asserting a lien, claim, or encumbrance against, or interest in, the relevant Asset (collectively, the "Sale Notice Party");

iii. the content of the Sale Notice, which is not required to be docketed with the Court, shall consist of (A) identification of each Asset being sold or transferred; (B) identification of the purchaser of the Asset(s); (C) the initial offered purchase price; and (D) any other significant terms and conditions of the Sale; [3]

iv. any such transactions shall be subject to the terms of the documentation executed in connection with such transaction, which documentation may (but is not required to) include provisions that buyers are taking the Assets "as is" and "where is," without any representations or warranties from the Kentucky Owl Trustee as to the quality or fitness of such Assets, and shall be free and clear of all liens, claims, interests, and encumbrances, with any such liens, claims, interests, and encumbrances attaching only to the sale proceeds with the same validity, extent, and priority as immediately prior to the Sale, to the maximum extent permitted by section 363 of the Bankruptcy Code; and

v. each purchaser shall be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.

c. With respect to the Sales of Assets in any individual or series of related transactions to a single buyer or group of related buyers with an aggregate selling price (including all commissions, fees, taxes, and other costs) more than $5,000,000.00 and less than or equal to $10,000,000.00:

i. the Kentucky Owl Trustee is authorized to consummate such transactions without further order of the Court if the Kentucky Owl

[3] Each Sale Notice provided pursuant to the Sale Procedures shall have this content.

Trustee determines in the reasonable exercise of her business judgment that such transactions are in the best interest of the Debtor's estate, subject to the procedures set forth herein;

ii. the Kentucky Owl Trustee shall provide a Sale Notice (with notice by email being sufficient and effective upon transmission) to (a) Fifth Third and Bardstown at least ten (10) days prior to closing or effectuating such sale or transfer; and (b) the additional Sale Notice Parties prior to closing or effectuating such sale or transfer;

iii. objections, if any, by Fifth Third or Bardstown must be in writing and state with specificity the basis for objecting and be served on the Kentucky Owl Trustee's counsel within five (5) days of the service of such Sale Notice at 4:00 p.m. (prevailing Central Time) (the "Sale Objection Deadline");

iv. if no written objection from Fifth Third or Bardstown is received by the Kentucky Owl Trustee's counsel by the Sale Objection Deadline, then the Kentucky Owl Trustee is authorized to immediately consummate such Sale without further approval or order of the Court;

v. if Fifth Third or Bardstown serves on the Kentucky Owl Trustee's counsel a written objection to any such Sale, then the relevant Asset(s) shall only be sold upon withdrawal of such objection, submission of a consensual form of order resolving the objection as between the Kentucky Owl Trustee and the objecting party, upon notice to Fifth Third and Bardstown, or further order of the Court which may be sought on an emergency basis subject to the Court's availability;

vi. if the terms of a proposed Sale are materially amended after transmittal of the Sale Notice but prior to the Sale Objection Deadline, the Kentucky Owl Trustee shall send a revised Sale Notice to the Sale Notice Parties. The Sale Objection Deadline will be extended such that Fifth Third and Bardstown will have an additional five (5) days to object in accordance with the Sale Procedures;

vii. any such transactions shall be subject to the terms of the documentation executed in connection with such transaction, which documentation may (but is not required to) include provisions that buyers are taking the Assets "as is" and "where is," without any representations or warranties from the Kentucky Owl Trustee as to the quality or fitness of such Assets, and shall be free and clear of all liens, claims, interests, and encumbrances, with any such liens, claims, interests, and encumbrances attaching only to the sale proceeds with the same validity, extent, and priority as immediately prior to the Sale, to the maximum extent permitted by section 363 of the Bankruptcy Code; and

viii. the Kentucky Owl Trustee may consummate a Sale prior to the Sale Objection Deadline if Fifth Third and Bardstown confirm that they do not object to such Sale; and

ix. each purchaser shall be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.

d. With respect to the Sales of Assets in any individual or series of related transactions to a single buyer or group of related buyers with an aggregate selling price (including all commissions, fees, taxes, and other costs) more than $10,000,000.00 and less than or equal to $20,000,000.00:

i. the Kentucky Owl Trustee is authorized to consummate such transactions without further order of the Court if the Kentucky Owl Trustee determines in the reasonable exercise of her business judgment that such transactions are in the best interest of the Debtor's estate, subject to the procedures set forth herein;

ii. the Kentucky Owl Trustee shall provide a Sale Notice (with notice by email being sufficient and effective upon transmission) to the Sale Notice Parties at least ten (10) days prior to closing or effectuating such sale or transfer;

iii. objections, if any, by the Sale Notice Parties must be in writing and state with specificity the basis for objecting and be served on the Kentucky Owl Trustee's counsel by the Sale Objection Deadline;

iv. if no written objection from any of the Sale Notice Parties is received by the Kentucky Owl Trustee's counsel by the Sale Objection Deadline, then the Kentucky Owl Trustee is authorized to immediately consummate such Sale without further approval or order of the Court;

v. if any Sale Notice Party serves on the Kentucky Owl Trustee's counsel a written objection to any such Sale, then the relevant Asset(s) shall only be sold upon withdrawal of such objection, submission of a consensual form of order resolving the objection as between the Kentucky Owl Trustee and the objecting party, upon notice to the Sale Notice Parties, or further order of the Court which may be sought on an emergency basis subject to the Court's availability;

vi. if the terms of a proposed Sale are materially amended after transmittal of the Sale Notice but prior to the Sale Objection

Deadline, the Kentucky Owl Trustee shall send a revised Sale Notice to the Sale Notice Parties. The Sale Objection Deadline will be extended such that the Sale Notice Parties will have an additional five (5) days to object in accordance with the Sale Procedures;

vii. any such transactions shall be subject to the terms of the documentation executed in connection with such transaction, which documentation may (but is not required to) include provisions that buyers are taking the Assets "as is" and "where is," without any representations or warranties from the Kentucky Owl Trustee as to the quality or fitness of such Assets, and shall be free and clear of all liens, claims, interests, and encumbrances, with any such liens, claims, interests, and encumbrances attaching only to the sale proceeds with the same validity, extent, and priority as immediately prior to the Sale, to the maximum extent permitted by section 363 of the Bankruptcy Code;

viii. the Kentucky Owl Trustee may consummate a Sale prior to the Sale Objection Deadline if the Sale Notice Parties confirm that they do not object to such Sale; and

ix. each purchaser shall be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.

15. For avoidance of doubt, the Sale Procedures shall not apply to any Sale of Asset(s) to an "insider" or affiliate of the Debtor as that term is defined in section 101(31) of the Bankruptcy Code. Absent further order of the Court, the Kentucky Owl Trustee will not sell any causes of action held by the Debtor in connection with any sale of any Asset(s) other than any causes of action that specifically relate to a particular Asset being sold such as a right of setoff or similar cause of action.

16. The Kentucky Owl Trustee also seeks authorization to take any action that is reasonable or necessary to close the Sales and to obtain the proceeds thereof.

17. With respect to the Sales of Assets in any individual or series of related transactions to a single buyer or group of related buyers with an aggregate selling price (including all commissions, fees, taxes, and other costs) more than $20,000,000 and any proposed Sale which constitutes all or substantially all of the Debtor's assets, the Kentucky Owl Trustee will file a

separate motion seeking approval of any such proposed Sale in accordance with section 363 of the Bankruptcy Code.

18. During the Debtor's chapter 11 case, the Kentucky Owl Trustee will provide to the Sale Notice Parties a written summary report within thirty (30) days after each calendar month-end (to the extent any Sales were consummated in the relevant month) concerning all Sales made pursuant to the Sale Procedures (including the names of the purchasing parties and types and amounts of the Sales). The Kentucky Owl Trustee's reporting obligations with respect to Sales shall terminate following the Kentucky Owl Trustee's submission of a report thirty (30) days after confirmation of a chapter 11 plan.

19. The Kentucky Owl Trustee submits that the Sale Procedures are reasonable and designed with objective of obtaining the best value for the Assets in an efficient manner and at reduced cost and expense to the Debtor's estate. The Kentucky Owl Trustee further submits that the Sale Procedures satisfy the requirements of section 363 of the Bankruptcy Code and will facilitate the sale of the Assets for the highest or otherwise best value for the benefit of all of the Debtor's stakeholders

BASIS FOR RELIEF REQUESTED

I. The Kentucky Owl Trustee Has Demonstrated a Sound Business Justification for the Sale Procedures.

20. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

21. Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts have held that a trustee's sale or use of its assets outside the ordinary course of

business should be approved if the trustee can demonstrate "some articulated business justification," with deference given to the trustee. *See In re Cont'l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (citing *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983)).

22. Once a trustee articulates a good business reason for the sale of estate property outside the ordinary course of business, it is presumed that the trustee's decision to move forward with the sale was made "on an informed basis, in good faith, and in the honest belief that the [transaction] was in the best interests of the [debtor] company." *In re Integrated Res.*, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992); *see Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) ("As long as [the sale of estate property] appears to enhance [the] debtor's estate, court approval of a [trustee's] decision to [sell the property] should only be withheld if the trustee's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.") (internal quotation marks and citation omitted).

23. The relief requested by this Motion represents a sound exercise of the Kentucky Owl Trustee's business judgment and is justified under sections 363(b) and 105(a) of the Bankruptcy Code. Sales pursuant to the Sale Procedures will enable the Debtor to defray or avoid any operational, carrying or other expenses associated with the Assets, protect the Debtor against the possible decline in value of the Assets, and minimize the costs associated with selling these Assets through use of more streamlined processes appropriate for these Assets. Selling or transferring the Assets pursuant to the Sale Procedures is the most efficient and cost-effective means of maximizing value for the benefit of the Debtor's estate. Obtaining Court approval for

each Sale would result in unnecessary administrative costs attendant to drafting, serving, and filing pleadings, as well as time incurred by attorneys for Court appearances and potentially conducting auctions, which could drastically reduce the ultimate net value of these Assets. The proceeds that will be generated by many of the sales of the Assets do not warrant the incurrence of such expenses.

24. Specifically, the Assets consist of whiskey stored in tanks and barrels, with differing stages of completion/aging, and different blends. Unlike a sale of a full operating business, here Buyers may be interested in purchasing specific barrels or types of whisky rather than the entirety of the Assets, and certain of the Assets may benefit from being sold sooner than others, which may appreciate in value with further aging or market conditions. Many or most of the interested buyers are likely to be participants in the whiskey/alcohol industry. Thus, unlike a formal auction process for an operating business, the sales here warrant a private sale process that allows for the barrels to be sold in small individual lots to maximize value. *See* Fed. R. Bankr. P. 6004(f)(1) (authorizing a trustee to sell estate property outside of the ordinary course of business by private sale or public auction); *see also In re Cypresswoods Land Partners, I*, 409 B.R. 396,436 (Bankr. S.D. Tex. 2009) ("[T]here is no prohibition against a private sale…and there is no requirement that the sale be by public auction." (quoting *Penn. Mut. Life Ins. Co. v. Woodscape Ltd. P'ship (In re Woodscape Ltd. P'Ship*), 134 B.R. 165, 174 (Bankr. D Md. 1991))); *In re Dura Auto. Sys., Inc.*, No. 06-11202, 2007 WL 7728109, at *88 (Bankr. D. Del. Aug. 15, 2007) ("[S]ales of property rights outside of the ordinary course of business may be by private sale or public auction."); *In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) (noting that a trustee has ample authority to conduct a sale of estate property through a private or public sale).

25. In addition, given that the proceeds of the Assets are unlikely to satisfy in full the secured claim of Fifth Third, the proposed sale procedures appropriately balance the interests of

maximizing value for the Debtor's estate subject to Fifth Third's ability to consult and either approve or object to sales of its collateral while at the same time minimizing the costs in doing so which are being funded from those same sale proceeds and thus by Fifth Third's consent to the use of cash collateral.

26. Moreover, the Sale Procedures will enable the Kentucky Owl Trustee to seize sale opportunities that may be available only for a limited time, resulting in recovery of certain value of the Assets through their prompt monetization. The Kentucky Owl Trustee may face stringent time constraints in terms of meeting the closing deadlines established by interested purchasers. The Sale Procedures will permit the Kentucky Owl Trustee to be responsive to the needs of interested purchasers (and thereby guard against lost sales due to delay). While the Kentucky Owl Trustee's request pertains to sales of Assets with an aggregate selling price not to exceed $20,000,000.00, the Kentucky Owl Trustee believes that many, if not all of such Assets, will, in fact, be for substantially less. The Kentucky Owl Trustee will consult with Fifth Third in good faith in advance of entering into any binding Sale documentation.

27. The Debtor's estate is further protected by the opportunity for the Sale Notice Parties to review and object to any Sales.

II. The Noticing Procedures are Reasonable and Appropriate.

28. The notice and hearing requirements in section 363(b)(1) of the Bankruptcy Code are satisfied if, in light of the particular circumstances of a proposed transaction, appropriate notice and opportunity for hearing are given. *See* 11 U.S.C. § 102(1)(A) (defining "after notice and a hearing" to mean such notice and opportunity for a hearing "as [are] appropriate in the particular circumstances"). Bankruptcy Rules 2002(a)(2), 2002(i), and 2002(k) require that a minimum of 21 days' notice of the proposed sale of property outside the ordinary course of business be provided by mail to the "debtor, the trustee, all creditors and indenture trustees," the Creditors' Committee

and the U.S. Trustee, unless the trustee shows "cause." Fed. R. Bankr. P. 2002(a)(2), 2002(i), 2002(k). Once the trustee shows "cause," however, Bankruptcy Rule 2002(a)(2) authorizes the Court to shorten the generally applicable 21-day notice period and to direct a method of notice other than mail. *See* Fed. R. Bank. P. 2002(a)(2). Moreover, the Court is authorized to limit, even without prior showing of cause, notice of asset sales outside the ordinary course of a debtor's business to the Creditors' Committee and any creditor or equity holder requesting notice. *See* Fed. R. Bank. P. 2002(i). In addition, the sale or transfer of property outside the ordinary course of business may be authorized without an actual hearing if no party requests such a hearing. *See* 11 U.S.C. § 102(1)(B)(i) (authorizing "an act without an actual hearing if such notice is given properly and if such hearing is not requested timely by a party in interest," notwithstanding the statutory requirement for "notice and hearing").

29. By contrast, the usual process of obtaining court approval for each Sale: (a) would result in costs to the Debtor's estate that may undermine or eliminate the economic benefits of the underlying transactions; and (b) in some instances may hinder the Kentucky Owl Trustee's ability to take advantage of sale opportunities that are available only for a limited time. The Kentucky Owl Trustee therefore proposes to streamline the process and shorten the applicable notice periods as described herein to minimize the cost and maximize the net Sales for the benefit of all parties-in-interest.

30. The Sale Procedures comply with the notice and hearing requirements of the Bankruptcy Code, as well as due process, by providing the Sale Notice Parties with an opportunity to present objections as to each Asset proposed to be sold and to request a hearing. Furthermore, all known holders of liens will receive adequate notice and an opportunity to object to Sales. Lienholders of Assets will have their liens attach to proceeds of the applicable Sale.

31. Based on the foregoing, the Kentucky Owl Trustee submits that sufficient cause exists to implement the Sale Procedures and such Procedures will improve the efficiency and minimize the cost of the sale process for the Assets, thereby maximizing the value of such assets to the Debtor's estate.

III. The Sales Should Be Sold Free and Clear of Interests Under Section 363(f) of the Bankruptcy Code.

32. In the interest of attracting the best offers, the Kentucky Owl Trustee requests authorization to sell the Assets free and clear of any liens, claims, encumbrances, and other interests in accordance with section 363(f) of the Bankruptcy Code, with any such liens, claims, encumbrances, and other interests attaching to the proceeds of the Sale of the Assets.

33. The sale of estate property free and clear of any interest is governed by Section 363(f) of the Bankruptcy Code which provides:

> The trustee may sell property under subsection (b) or (c) of this section free an clear of any interest in such property of an entity other than the estate, only if –
>
> (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
> (2) such entity consents;
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
> (4) such interest is in a bona fide dispute; or
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f); *In re Nature Leisure Times, LLC*, No. 06-41357, 2007 WL 4554276, at *3 (Bankr. E.D. Tex. Dec. 19, 2007) ("The language of § 363(f) is in the disjunctive such that a sale free and clear of an interest can be approved if any one of the aforementioned conditions contained in § 363(f) are satisfied."). Furthermore, it is well established that a bankruptcy court has the power, pursuant to section 363(f) of the Bankruptcy Code, to approve the sale of the Debtor's assets free and clear of any claims against the Debtor. *See In re Westmoreland Coal Co.*, 968 F.3d

526, 543 (5th Cir. 2020); *In re TWA Airlines, Inc.*, 322 F.3d 283, 288-90 (3d Cir. 2003) (holding that successor liability claims are "interests in property" within the meaning of section 363(f)).

34. Section 363(f) of the Bankruptcy Code is supplemented by section 105(a) of the Bankruptcy Code, which provides that "[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a); *see also Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) ("Authority to conduct such sales [free and clear of claims] is within the court's equitable powers when necessary to carry out the provisions of [the Bankruptcy Code].").

35. The Kentucky Owl Trustee submits that the Sale Procedures satisfy the requirements of section 363(f) of the Bankruptcy Code. Pursuant to the Sale Procedures, the Kentucky Owl Trustee will provide any and all known holders of liens on the Assets with a Sale Notice prior to the disposition of the applicable Asset(s). Absent any objection to a Sale, a holder of a lien shall be deemed to have consented to such Sale, and the relevant Asset(s) may be sold free and clear of such lien. *See FutureSource LLC v. Reuters Ltd.*, 312 F.3d 281, 285 (7th Cir. 2002) (by not objecting to a sale motion, a creditor is deemed to consent to the relief requested therein); *Hargave v. Twp. Of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J.) (failure to object to sale free and clear of liens, claims, and encumbrances satisfies section 363(f)(2)) (citations omitted). To the extent that consent of a lienholder is neither obtained nor deemed to have been obtained, the Kentucky Owl Trustee submits that with respect to each Sale, lienholders could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of their interests.

36. A sale of the Assets free and clear of liens, claims and interests is necessary to maximize the value of such Assets. If the Assets are not sold free and clear of liens, claims and interests, or if the buyers would, or in the future could, be liable for any such claim or interest, the Kentucky Owl Trustee would be unable to successfully market the Assets without a significant reduction in price. Such a sale would provide substantially less value and certainty for the Debtor's estate.

37. Furthermore, any lien or claim on, in, to or against the Assets existing immediately prior to the Sale of any such Assets will attach to the sale proceeds with the same extent, validity, priority, force and effect as it had at such time, subject to the rights and defenses of the Debtor or any party-in-interest. The Kentucky Owl Trustee submits that the holders of any claim or interest will be sufficiently protected by the availability of the proceeds of the Sale to satisfy their claims and interests. Accordingly, the Kentucky Owl Trustee submits that a Sale, if consummated, that is free and clear of claims and interests is in the best interests of the Debtor's estate and stakeholders.

IV. Successful Bidders Should Be Entitled to the Good Faith Protections of Section 363(m) of the Bankruptcy Code.

38. Section 363(m) of the Bankruptcy Code protects a good faith purchaser's interest in property purchased from a debtor notwithstanding that the sale conducted under section 363(b) is later reversed or modified on appeal. Specifically, section 363(m) of the Bankruptcy Code states the following:

> The reversal or modification on appeal of an authorization under [section 363(b) or (c) of the Bankruptcy Code] . . . does not affect the validity of a sale . . . to an entity that purchased . . . such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale . . . were stayed pending appeal.

11 U.S.C. § 363(m). Section 363(m) of the Bankruptcy Code fosters the "policy of not only affording finality to the judgment of the [B]ankruptcy [C]ourt, but particularly to give finality to

those orders and judgments upon which third parties rely." *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147 (3d Cir. 1986); *see also Allstate Ins. Co. v. Hughes*, 174 B.R. 884, 888 (S.D.N.Y. 1994) ("Section 363(m) . . . provides that good faith transfers of property will not be affected by the reversal or modification on appeal of an unstayed order, whether or not the transferee knew of the pendency of the appeal.").

39. The Kentucky Owl Trustee submits that any Sale consummated in accordance with the Sale Procedures will be an arm's length transaction without indication of any fraud or collusion between the purchaser and other bidders or the Kentucky Owl Trustee, or an attempt to take grossly unfair advantage of other bidders or similar conduct that would cause section 363(m) of the Bankruptcy Code not to apply to such Sales. Based on the foregoing, the Kentucky Owl Trustee requests that the Court determine that each purchaser of an Asset in a privately negotiated transaction is a good faith purchaser entitled to the protections of 363(m) of the Bankruptcy Code.

REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS

40. The Kentucky Owl Trustee requests a waiver of any applicable notice requirements under Bankruptcy Rule 6004(a) and any stay of the order granting the relief requested herein pursuant to Bankruptcy Rule 6004(h). As explained above, the proposed Sales contemplated herein should be consummated as soon as practicable to allow the Kentucky Owl Trustee to maximize value for the Debtor's estate and stakeholders. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

RESERVATION OF RIGHTS

41. Nothing contained herein or any action taken pursuant to relief requested is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Kentucky Owl Trustee's or any party in interest's rights to dispute the

amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Kentucky Owl Trustee's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Kentucky Owl Trustee's or any party in interest's rights to subsequently dispute such claim.

NOTICE

42. Notice of this Motion has been provided to (i) the U.S. Trustee; (ii) counsel for the Committee; (ii) counsel to Fifth Third; (iii) Bardstown; (iv) counsel to the Creditors' Committee; and (v) all parties in interest who have formally appeared and requested notice. The Kentucky Owl Trustee respectfully submit that no further notice of this Motion is required.

43. The pleadings in the Debtor's case and supporting papers are available on the Kentucky Owl Trustee's website at https://cases.stretto.com/KentuckyOwl or on the Bankruptcy Court's website at https://ecf.txnb.uscourts.gov/.

NO PREVIOUS REQUEST

44. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Kentucky Owl Trustee respectfully requests entry of the Proposed Order and granting such other relief as the Court deems appropriate under the circumstances.

Dated: April 16, 2026

Respectfully submitted,

FERGUSON BRASWELL
`FRASER KUBASTA PC

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Counsel for the Claudia Z. Springer, Chapter 11 Trustee of Kentucky Owl, LLC

Certificate of Conference

The undersigned certifies that counsel for the Kentucky Owl Trustee has conferred with counsel for Fifth Third, Bardstown, and the Creditors' Committee, as well as the Office of the U.S. Trustee, concerning this Motion. None of those parties object to hearing the Motion on an emergency basis on April 22, 2026, and the parties are considering the substantive relief requested by the Motion. Given the emergency nature of the relief requested, further delay in the filing of this Motion was not feasible.

/s/ Rachael L. Smiley
Rachael L. Smiley

Certificate of Service

I certify that on April 16, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas upon all parties entitled to receive such notice.

/s/ Rachael L. Smiley
Rachael L. Smiley

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re	§	Chapter 11
Kentucky Owl, LLC,[1]	§	Case No.: 24-80147-swe11
Debtor.	§	

ORDER (I) APPROVING PROCEDURES FOR THE SALE OR TRANSFER OF CERTAIN ASSETS AND (II) GRANTING RELATED RELIEF

[1] The Debtor in this Chapter 11 Case, along with the last four digits of its federal identification number, is Kentucky Owl, LLC (3826). The Debtor's address is Kentucky Owl, LLC, Attn: Claudia Z. Springer, Chapter 11 Trustee, c/o NOVO Advisors LLC, 200 W. Madison Street, Suite 1000, Chicago, Illinois 60606.

Upon the emergency motion ("Motion")[2] of Claudia Z. Springer (the "Kentucky Owl Trustee"), as chapter 11 trustee of Kentucky Owl, LLC (the "Debtor"), for entry of an order (this "Order"), pursuant to sections 105(a) and 363 of title 11 of the Bankruptcy Code, rules 2002 and 6004 of the Bankruptcy Rules, and rule 2002-1(a)(2) of the Local Bankruptcy Rules authorizing and approving procedures for the sale or transfer of certain Assets, including any rights or interests therein, free and clear of any liens, claims, interests, and encumbrances all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties-in- interest; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. The Kentucky Owl Trustee's notice of the Motion, and Sale Procedures, and the proposed entry of this Order was appropriate and reasonably calculated to provide all interested

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion.

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact to the fullest extent of the law. *See* Fed. R. Bankr. P. 7052.

parties with timely and proper notice; and (ii) adequate and sufficient under the circumstances of the Debtor's chapter 11 case, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties.

B. The Sale Procedures were proposed in good faith by the Kentucky Owl Trustee, are fair, reasonable, and appropriate under the circumstances and are properly designed to maximize the recovery from any Sale of the Assets. The Kentucky Owl Trustee has demonstrated good and sufficient business reasons for this Court to enter this Order, and such good and sufficient reasons, which are set forth in the Motion, are incorporated by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

C. The form and manner of notices to be delivered pursuant to this Order, including the Sale Notice, are (i) reasonably calculated to provide all interested parties with timely and proper notice; (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and (iii) adequate and sufficient under the circumstances of the Debtor's chapter 11 case.

D. The Kentucky Owl Trustee may sell the Assets free and clear of any interests in the Assets of any kind or nature whatsoever because in each case one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied.

E. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtor and its estate, creditors, interest holders, and all other parties-in-interest.

IT IS HEREBY ORDERED THAT:

1. The relief requested in this Motion is GRANTED as set forth herein.

2. The Sale Procedures are approved as follows:

a. The Kentucky Owl Trustee shall notify Fifth Third of any potential sales or transfers of the Assets.

b. With respect to the Sales of Assets in any individual or series of related transactions to a single buyer or group of related buyers with an aggregate selling price (including all commissions, fees, taxes, and other costs) up to $5,000,000.00:

i. the Kentucky Owl Trustee is authorized to consummate such transactions without further order of the Court if the Kentucky Owl Trustee determines in the reasonable exercise of her business judgment that such transactions are in the best interest of the Debtor's estate and Fifth Third consents to such transactions, subject to the procedures set forth herein;

ii. the Kentucky Owl Trustee shall, prior to closing or effectuating such sale or transfer, give written notice (with notice by email being sufficient and effective upon transmission) of such sale or transfer (each notice, a "Sale Notice") to the following parties or, in lieu thereof, their counsel, if known: (A) the U.S. Trustee; (B) Fifth Third; (C) Bardstown; (D) counsel for the Official Committee of Unsecured Creditors (the "Creditors' Committee"); and (E) any other known affected creditor(s) asserting a lien, claim, or encumbrance against, or interest in, the relevant Asset (collectively, the "Sale Notice Party");

iii. the content of the Sale Notice, which is not required to be docketed with the Court, shall consist of (A) identification of each Asset being sold or transferred; (B) identification of the purchaser of the Asset(s); (C) the initial offered purchase price; and (D) any other significant terms and conditions of the Sale; [4]

iv. any such transactions shall be subject to the terms of the documentation executed in connection with such transaction, which documentation may (but is not required to) include provisions that buyers are taking the Assets "as is" and "where is," without any representations or warranties from the Kentucky Owl Trustee as to the quality or fitness of such Assets, and shall be free and clear of all liens, claims, interests, and encumbrances, with any such liens, claims, interests, and encumbrances attaching only to the sale proceeds with the same validity, extent, and priority as immediately

[4] Each Sale Notice provided pursuant to the Sale Procedures shall have this content.

prior to the Sale, to the maximum extent permitted by section 363 of the Bankruptcy Code; and

v. each purchaser shall be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.

c. With respect to the Sales of Assets in any individual or series of related transactions to a single buyer or group of related buyers with an aggregate selling price (including all commissions, fees, taxes, and other costs) more than $5,000,000.00 and less than or equal to $10,000,000.00:

i. the Kentucky Owl Trustee is authorized to consummate such transactions without further order of the Court if the Kentucky Owl Trustee determines in the reasonable exercise of her business judgment that such transactions are in the best interest of the Debtor's estate, subject to the procedures set forth herein;

ii. the Kentucky Owl Trustee shall provide a Sale Notice (with notice by email being sufficient) to (a) Fifth Third and Bardstown at least ten (10) days prior to closing or effectuating such sale or transfer; and (b) the additional Sale Notice Parties prior to closing or effectuating such sale or transfer;

iii. objections, if any, by Fifth Third or Bardstown must be in writing and state with specificity the basis for objecting and be served on the Kentucky Owl Trustee's counsel within five (5) days of the service of such Sale Notice at 4:00 p.m. (prevailing Central Time) (the "<u>Sale Objection Deadline</u>");

iv. if no written objection from Fifth Third or Bardstown is received by the Kentucky Owl Trustee's counsel by the Sale Objection Deadline, then the Kentucky Owl Trustee is authorized to immediately consummate such Sale without further approval or order of the Court;

v. if Fifth Third or Bardstown serves on the Kentucky Owl Trustee's counsel a written objection to any such Sale, then the relevant Asset(s) shall only be sold upon withdrawal of such objection, submission of a consensual form of order resolving the objection as between the Kentucky Owl Trustee and the objecting party, upon notice to Fifth Third and Bardstown, or further order of the Court which may be sought on an emergency basis subject to the Court's availability;

vi. if the terms of a proposed Sale are materially amended after transmittal of the Sale Notice but prior to the Sale Objection Deadline, the Kentucky Owl Trustee shall send a revised Sale Notice to the Sale Notice Parties. The Sale Objection Deadline will be extended such that Fifth Third and Bardstown will have an additional five (5) days to object in accordance with the Sale Procedures;

vii. any such transactions shall be subject to the terms of the documentation executed in connection with such transaction, which documentation may (but is not required to) include provisions that buyers are taking the Assets "as is" and "where is," without any representations or warranties from the Kentucky Owl Trustee as to the quality or fitness of such Assets, and shall be free and clear of all liens, claims, interests, and encumbrances, with any such liens, claims, interests, and encumbrances attaching only to the sale proceeds with the same validity, extent, and priority as immediately prior to the Sale, to the maximum extent permitted by section 363 of the Bankruptcy Code; and

viii. the Kentucky Owl Trustee may consummate a Sale prior to the Sale Objection Deadline if Fifth Third and Bardstown confirm that they do not object to such Sale; and

ix. each purchaser shall be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.

d. With respect to the Sales of Assets in any individual or series of related transactions to a single buyer or group of related buyers with an aggregate selling price (including all commissions, fees, taxes, and other costs) more than $10,000,000.00 and less than or equal to $20,000,000.00:

i. the Kentucky Owl Trustee is authorized to consummate such transactions without further order of the Court if the Kentucky Owl Trustee determines in the reasonable exercise of her business judgment that such transactions are in the best interest of the Debtor's estate, subject to the procedures set forth herein;

ii. the Kentucky Owl Trustee shall provide a Sale Notice (with notice by email being sufficient and effective upon transmission) to the Sale Notice Parties at least ten (10) days prior to closing or effectuating such sale or transfer;

iii. objections, if any, by the Sale Notice Parties must be in writing and state with specificity the basis for objecting and be served on the Kentucky Owl Trustee's counsel by the Sale Objection Deadline;

iv. if no written objection from any of the Sale Notice Parties is received by the Kentucky Owl Trustee's counsel by the Sale Objection Deadline, then the Kentucky Owl Trustee is authorized to immediately consummate such Sale without further approval or order of the Court;

v. if any Sale Notice Party serves on the Kentucky Owl Trustee's counsel a written objection to any such Sale, then the relevant Asset(s) shall only be sold upon withdrawal of such objection, submission of a consensual form of order resolving the objection as between the Kentucky Owl Trustee and the objecting party, upon notice to the Sale Notice Parties, or further order of the Court which may be sought on an emergency basis subject to the Court's availability;

vi. if the terms of a proposed Sale are materially amended after transmittal of the Sale Notice but prior to the Sale Objection Deadline, the Kentucky Owl Trustee shall send a revised Sale Notice to the Sale Notice Parties. The Sale Objection Deadline will be extended such that the Sale Notice Parties will have an additional five (5) days to object in accordance with the Sale Procedures;

vii. any such transactions shall be subject to the terms of the documentation executed in connection with such transaction, which documentation may (but is not required to) include provisions that buyers are taking the Assets "as is" and "where is," without any representations or warranties from the Kentucky Owl Trustee as to the quality or fitness of such Assets, and shall be free and clear of all liens, claims, interests, and encumbrances, with any such liens, claims, interests, and encumbrances attaching only to the sale proceeds with the same validity, extent, and priority as immediately prior to the Sale, to the maximum extent permitted by section 363 of the Bankruptcy Code;

viii. the Kentucky Owl Trustee may consummate a Sale prior to the Sale Objection Deadline if the Sale Notice Parties confirm that they do not object to such Sale; and

ix. each purchaser shall be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.

3. Pursuant to section 363(f) of the Bankruptcy Code, any sale of Assets in accordance with this Order shall be free and clear of any liens, claims, encumbrances, and interests, with any such liens, claims, encumbrances and interests to attach to the proceeds of such sale with the same validity, priority, force and effect as such liens, claims, encumbrances and interests had on the sold Assets immediately prior to the Sale, subject to the rights, claims, defenses and obligations, if any,

of the Kentucky Owl Trustee and all interested parties with respect to any such asserted liens, claims, encumbrances, and interests.

4. All proceeds of Sales shall be deposited, used, and applied in accordance with the Court's orders governing use of cash collateral entered in the Debtor's chapter 11 case from time to time.

5. The Sale Procedures shall not apply to any sale of Assets to an "insider" or affiliate of the Debtor as that term is defined in section 101(31) of the Bankruptcy Code.

6. The absence of a timely objection to the Sale in accordance with the Sale Procedures and the terms of this order shall constitute "consent" to such Sale free and clear of liens, claims, encumbrances, and interests within the meaning of section 363(f)(2) by an party asserting liens, claims, encumbrances against, and other interests in, any Asset.

7. The Kentucky Owl Trustee is authorized and empowered to take and perform all actions necessary to close the Sales, to obtain the proceeds thereof, and implement and effectuate the relief granted in this Order, including, without limitation, executing and delivering any required documents.

8. During the Debtor's chapter 11 case, the Kentucky Owl Trustee will provide to the Sale Notice Parties a written summary report within thirty (30) days after each calendar month (to the extent Sales were consummate in the relevant month) concerning all Sales made pursuant to the Sale Procedures (including the names of the purchasing parties and types and amounts of the Sales). The Kentucky Owl Trustee's reporting obligations with respect Sales shall terminate following the Kentucky Owl Trustee's submission of a report thirty (30) days after confirmation of a chapter 11 plan.

9. The noticing procedures as set forth in this Order and Motion are hereby approved. Within three (3) business days after entry of this Order, the Kentucky Owl Trustee shall serve this order by first-class mail (and / or email as applicable) upon i) the U.S. Trustee; (ii) counsel for the Committee; (ii) counsel to Fifth Third; (iii) Bardstown; (iv) counsel to the Creditors' Committee; and (v) all parties in interest who have formally appeared and requested notice in Kentucky Owl's Chapter 11 Case. On or about the same date, the Kentucky Owl Trustee shall publish this order on the Kentucky Owl Trustee's case information website (located at https://cases.stretto.com/KentuckyOwl). Service of this Order and as applicable, the Sale Notice on the Sale Notice Parties and publication thereof in the manner described in this Order, to the extent required by the Sale Procedures, constitutes good and sufficient notice of the Sale of the Assets free and clear of any liens, claims, encumbrances, and interests, pursuant to section 363(f) of the Bankruptcy Code. No other or further notice is required.

10. All persons or entities that participate in the sale process shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Sale Procedures.

11. With respect to all Sales consummated pursuant to this Order, this Order is sufficient evidence of the transfer of title to any particular buyer, and the Sales consummated pursuant to this Order will be binding upon and will govern the acts of all 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 property sold pursuant to this Order.

12. Sales shall be deemed authorized pursuant to the terms of this Order and no further or additional waivers of the fourteen-day stay of Bankruptcy Rule 6004(h) shall be required for

the Kentucky Owl Trustee to consummate any Sale, subject to compliance with the Sale Procedures.

13. The Sale Procedures shall not apply to the sale, transfer, release or abandonment of any causes of action of the Debtor or the Debtor's estate, and the Kentucky Owl Trustee shall not sell or release any causes of action of the Debtor or the Debtor's estates in connection with any Sale other than with respect to causes of action specifically related to the Asset subject to such Sale (*e.g.* rights of setoff and similar causes of action).

14. All Sales agreed to by the Debtor between the date of the filing of the Motion and the date of this Order are, to the extent that such Sales are consistent with the procedures set forth herein, hereby approved, the Debtor are hereby authorized to take all steps necessary to consummate such Sales, and the findings of fact and conclusions of law in this Order shall apply to such Sales.

15. Nothing contained herein prejudices the rights of the Kentucky Owl Trustee to seek separate authorization for the sale of any asset under section 363 of the Bankruptcy Code or abandonment of any asset under section 554 of the Bankruptcy Code.

16. Nothing in this Order constitutes (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability,

or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates.

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion under the circumstances and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

18. Notwithstanding the applicability of Bankruptcy Rule 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

20. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the Motion or the implementation, interpretation, and enforcement of this Order.

 # # # END OF ORDER # # #

Order submitted by:

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