

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

WELLMADE FLOOR COVERINGS
INTERNATIONAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-58764

(Jointly Administered)

**NOTICE OF HEARING ON DEBTORS' MOTION TO
REJECT NON-RESIDENTIAL REAL PROPERTY LEASES**

PLEASE TAKE NOTICE that, on November 18, 2025, the above-captioned debtors and debtors in possession (the "Debtors") filed a *Motion to Reject Non-Residential Real Property Leases* (the "Motion").

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the Motion at **1:30 p.m. (prevailing Eastern Time) on December 2, 2025 in Courtroom 1201, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303**, which may be attended in person or via the Court's Virtual Hearing Room. You may join the Virtual Hearing Room through the "Dial-In and Virtual Bankruptcy Hearing Information" link at the top of the homepage of the Court's website, www.ganb.uscourts.gov, or the link on the judge's webpage, which can also be found on the Court's website. Please also review the "Hearing Information" tab on the judge's webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleadings with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk before the hearing. The address of the Clerk's Office is: Clerk, U. S. Bankruptcy Court, Suite 1340, 75 Ted

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.



Turner Drive, SW, Atlanta Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

Date: November 18, 2025
Atlanta, Georgia

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ Allison J. McGregor

John D. Elrod, GA Bar No. 246604
Allison J. McGregor, GA Bar No. 860865
3333 Piedmont Road NE, Suite 2500
Atlanta, Georgia 303095
Telephone: (678) 553-2259
Facsimile: (678) 553-2269
Email: elrodj@gtlaw.com
Allison.McGregor@gtlaw.com
Counsel for the Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

WELLMAD FLOOR COVERINGS
INTERNATIONAL, INC., *et al.*,²

Debtors.

Chapter 11

Case No. 25-58764

(Jointly Administered)

DEBTORS' MOTION TO REJECT NON-RESIDENTIAL REAL PROPERTY LEASE

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), submit this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to section 365(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the rejection of an unexpired lease or leases of non-residential real property by and between the Debtor Wellmade Floor Coverings International, Inc. (“WFCI”) and Jerry and Deborah Ivy Family Trust, c/o Verity Properties (the “Landlord”). In support of this Motion, the Debtors represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Georgia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in the Court

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief requested herein are section 365(a) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006.

BACKGROUND

I. General Background

3. On August 4, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court.

4. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On August 14, 2025, the United States Trustee for Region 21 (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”).

6. No request has been made for the appointment of a trustee or an examiner.

7. Additional information regarding the Debtors’ businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration [D.I. 14], which is fully incorporated herein by reference.

II. The Sale Process

8. On August 8, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreement and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief; and*

(II)(A) *Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 38] (the "Bidding Procedures and Sale Motion").

9. On August 25, 2025 the Court entered the *Order (A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreement and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* [D.I. 99] (the "Bidding Procedures Order"), which, among other things, set the bid deadline for September 19, 2025 and scheduled the auction for September 23, 2025.

10. Following the entry of the Bidding Procedures Order, the Debtors and the Stalking Horse Bidder, AHF IC, LLC (the "Buyer"), continued negotiations regarding the terms of a private sale. As a result of those negotiations, an agreement was reached regarding the terms of a private sale, the Auction was cancelled, and the Debtors stopped soliciting bids for their assets (whether in connection with the Bid Deadline of September 19, 2025 or otherwise).

11. On September 26, 2025, the Debtors filed the *Motion of the Debtors for Entry of an Order (A) Approving the Private Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 194] (the "Private Sale Motion").

12. On October 8, 2025, the Court entered the *Order (A) Approving the Private Sale of*

the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [D.I. 220] (the "Sale Order").

13. The sale closed on November 7, 2025 and on November 12, 2025, the Debtors filed the *Notice of Closing of Sale of Debtors' Assets and Repayment of DIP Obligations* [D.I. 259].

III. The Leases

14. There are certain assets of WFCI that were not purchased by the Buyers through the sale, which the Debtors are now attempting to liquidate, sell any remaining unsold assets, and wind up their estates.

15. Some of the remaining WFCI assets include certain leases to the office building for the WFCI office and warehouse located at 19150 SW 125th Court, Tualatin, Oregon 97062 (collectively, the "Property"). Prior to the Petition Date, the Debtors entered into written agreements as the lessee under a lease or leases of the Property with the Landlord (collectively, the "Leases").

16. The Leases are subject to Bankruptcy Code section 365. The Debtors request that the Leases be rejected effective as of November 30, 2025. The Debtors are in the process of vacating the premises and, through notice of this Motion to the Landlord, have unequivocally notified the landlords of their intent to abandon the premises.

17. Accordingly, the Debtors seek to reject the Leases with the Landlord because they no longer require the Leases to operate their business and have determined that it would be in the best interest of their estates to reject the Leases.

RELIEF REQUESTED

18. The Debtors respectfully request entry of the Proposed Order (i) authorizing the

Debtors to reject those certain unexpired leases of nonresidential real property held by Debtor WFCI and located in Tualatin, Oregon, effective as of November 30, 2025 (the “Rejection Date”); and (ii) granting certain related relief. The Debtors also request that the deadline to file a proof of claim with respect to any claim for damages arising from the rejection of such Leases be thirty (30) days following the entry of the Proposed Order.

BASIS FOR RELIEF

I. Rejection of the Leases Reflects the Debtors’ Sound Business Judgment.

19. Section 365(a) of the Bankruptcy Code provides that a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). The purpose behind section 365(a) is “to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property.” *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); *see also In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010) (“Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization”); *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 528 (1984) (“[T]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor’s estate from burdensome obligations that can impede a successful reorganization.”).

20. The standard applied by courts to determine whether the assumption or rejection of an unexpired nonresidential lease should be authorized is the “business judgment” test, which requires a debtor to have determined that the requested assumption or rejection would be beneficial to its estate. *See In re Prime Motors Inns*, 124 B.R. 378, 381 (Bankr. S.D. Fla. 1991) (citing *NLRB v. Bildisco and Bildisco*, 465 U.S. 513) (“In accordance with the United States Supreme Court, this

Court continues to recognize the long standing ‘traditional business judgment standard applies by the Courts to authorize rejection of the executory contract.’”)

21. In applying the business judgment standard, bankruptcy courts give deference to a debtor’s decision to assume or reject leases. *See e.g., In Re Gardinier, Inc.*, 831 F.2d 974, 976, n. 2 (11th Cir. 1987); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“[A] debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”).

22. Rejection of the Leases is well within the Debtors’ business judgment and will serve the best interests of their estates. The Debtors have determined that the Leases are no longer necessary for, or beneficial to, their business, and creates unnecessary and burdensome expenses for the Debtors’ estates. In addition, the Debtors have determined that there are no current opportunities to assume and assign the Leases and no meaningful value would be realized by the Debtors by any such assumption or assignment. Accordingly, the Leases are not an advantageous asset for the Debtors and, therefore, should be rejected in order to eliminate further financial burden and postpetition administrative costs to the Debtors’ estates.

23. After evaluation and analysis, the Debtors, with the assistance of their advisors, have determined, in the exercise of their sound business judgment, that there is no net benefit that is likely to be realized from the Debtors’ continued efforts to retain and market the Leases and that there is little, if any, likelihood that the Debtors will be able to realize value from the Leases. Accordingly, the Debtors have concluded that rejection of the Leases is in the best interest of the Debtors’ estates, their creditors, and other parties in interest.

24. Moreover, courts in this District have authorized similar relief to the relief requested herein. *See In re the Krystal Company*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga.

Feb. 12, 2020) [Docket No. 147]; *In re Manis Lumber Co.*, 430 B.R. 269, 271 (Bankr. N.D. Ga. 2009) (PWB); *In re Capital Restaurant Group, LLC*, No. 19-65910 (WLH) (Bankr. N.D. Ga. Oct. 8, 2019); *In re Jack Cooper Ventures, Inc.*, No. 19-62393 (PWB) (Bankr. N.D. Ga. Sept. 13, 2019) [Docket No. 278].

II. Rejection of the Leases as of the Rejection Date is Appropriate.

25. Pursuant to section 365(a) of the Bankruptcy Code, the Debtors seek to reject the Leases effective as of the Rejection Date in order to avoid the possibility of incurring any additional expenses and costs related to the Leases. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 530 (1984) (stating that rejection relates back to the petition date); *In re Manis Lumber Co.*, 430 B.R. 269, 277 (N.D. Ga. 2009) (explaining that “a bankruptcy court has the equitable discretion to order that rejection operate retroactively when appropriate to effect its fundamental objectives.”); *see also, e.g., Pacific Shores Development, LLC v. At Home Corp. (In re At Home Corp.)*, 392 F.3d 1064, 1070–71 (9th Cir. 2004) (holding that “a bankruptcy court, in exercising its equitable powers under 11 U.S.C. § 105(a), may approve the retroactive rejection of a nonresidential lease when ‘necessary or appropriate to carry out the provisions of’ § 365(d).”); *Thinking Machines Corp. v. Mellon Financial Services Corp. # 1 (In re Thinking Machines Corp.)*, 67 F.3d 1021, 1028 (1st Cir. 1995) (ruling that “a bankruptcy court, when principles of equity so dictate, may approve a rejection of a nonresidential lease pursuant to section 365(a) retroactive to the motion filing date.”); *Stonebriar Mall Ltd. Partnership v. CCI Wireless, LLC (In re CCI Wireless, LLC)*, 297 B.R. 133, 138 (D. Colo. 2003) (holding that a bankruptcy court “has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”).

26. The Debtors seek to reject the Leases, in accordance with principles of sound

business judgment and the circumstances of these cases. The Leases are, and will continue to be, a burden to the Debtors' estates. The Debtors have vacated or will vacate the Leases as of the Rejection Date, and the Leases no longer provide any economic benefit to the Debtors' estates.

27. Additionally, the Debtors have determined, in their reasonable business judgment, that there is no net benefit that can be realized from an attempt to market and assign the Leases. As a result, the Debtors have determined that the cost to the Debtors of continuing to occupy the Leases, and of performing the Debtors' obligations under the Leases and incurring unnecessary administrative expenses, is burdensome, and that rejection of the Leases is, thus, in the best interests of the Debtors' estates and their creditors. For all of the above reasons, the Debtors submit that rejection of the Leases is in the best interests of the Debtors' estates and their creditors, and other parties in interest.

28. Pursuant to section 365 of the Bankruptcy Code, the Debtors request rejection of the Leases as of the Rejection Date. The retroactive rejection of executory contracts and unexpired leases is appropriate when the principles of equity so dictate. *See TW, Inc. v. Angelastra (In re TW, Inc.)*, 2004 U.S. Dist. LEXIS 671, at *5 (D. Del. Jan. 14, 2004) (quoting *Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.)*, 67 F.3d 1021, 1028 (1st Cir. 1995)).

REQUEST FOR WAIVER OF STAY

29. To implement the foregoing, the Debtors seek a waiver of any stay of the effectiveness of the Proposed Order. Pursuant to Bankruptcy Rule 6004(h), any "order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein. Accordingly, the Debtors submit that ample cause exists to justify a

waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

30. To implement the foregoing immediately, the Debtors also respectfully request a waiver of the notice requirements of Bankruptcy Rule 6004(a) to the extent that they are deemed applicable.

RESERVATION OF RIGHTS

31. Nothing in the Proposed Order nor any actions taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

32. The Debtors further request that, all rights and defenses of the Debtors and the Landlord to the Leases be preserved, including all rights and defenses with respect to a claim for damages arising as a result of an executory contract or lease rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. Notwithstanding the foregoing, if the Debtors have deposited amounts with the Landlord as a security deposit or pursuant to another similar arrangement, or if the Landlord owes the Debtors any amount pursuant to the Leases or other agreements between the same parties, the Landlord shall not be permitted to setoff or otherwise use the amounts from such deposit or other similar arrangement, or other amount owed to the

Debtors, without the prior order of the Court. *See In re Sweet N Sour 7th Ave. Corp.*, 431 B.R. 63, 70-72 (Bankr. S.D.N.Y. 2010) (automatic stay prohibits landlord from exercising right to set off on debtor's security deposit); *In re Communicall Cent., Inc.*, 106 B.R. 540, 545 (Bankr. N.D. Ill. 1989) (landlords are required to move for relief from the automatic stay to exercise right of set off); *In re Inslaw, Inc.*, 81 B.R. 169, 169-70 (Bankr. D.D.C. 1987) (landlord's right to set off may be utilized only after relief from stay is granted).

NOTICE

33. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (c) counsel to the Committee; (d) counsel to the Prepetition Lender and Buyer; (e) counsel to the DIP Lender; (f) the Landlord, (g) the Internal Revenue Service; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

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

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Order

granting the relief requested herein and such other and further relief as is just and proper.

Dated: November 18, 2025
Atlanta, Georgia

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ Allison J. McGregor

John D. Elrod, GA Bar No. 246604

Allison J. McGregor, GA Bar No. 860865

3333 Piedmont Road NE, Suite 2500

Atlanta, GA 30305

Telephone: 678-553-2259

Facsimile: 678-553-2269

Email: elrodj@gtlaw.com

Allison.McGregor@gtlaw.com

Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I hereby certify that on November 18, 2025, all ECF participants registered in this case were served electronically with the foregoing Motion through the Court's ECF system at their respective email addresses registered with this Court and the Landlord was served by first class United States Mail and by electronic mail. The Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC d/b/a Verita Global, will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Motion, including on the Limited Service List.

Dated: November 18, 2025
Atlanta, Georgia

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ Allison J. McGregor

John D. Elrod, GA Bar No. 246604
Allison J. McGregor, GA Bar No. 860865
3333 Piedmont Road NE, Suite 2500
Atlanta, GA 30305
Telephone: 678-553-2259
Facsimile: 678-553-2269
Email: elrodj@gtlaw.com
Allison.McGregor@gtlaw.com

Counsel for the Debtors and Debtors in Possession

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

WELLMADE FLOOR COVERINGS
INTERNATIONAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-58764

(Jointly Administered)

Re Docket No. ____

**ORDER GRANTING MOTION TO REJECT
NON-RESIDENTIAL REAL PROPERTY LEASES**

Upon the *Debtors' Motion to Reject Non-Residential Real Property Leases* (the "Motion");² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion and the hearing on the Motion scheduled for December 2, 2025 having been given under the particular circumstances; and it appearing that no further notice or hearing is required; and it appearing that the relief requested in the Motion is in the best interest of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that good cause exists to grant the relief requested in the Motion; and the Court having considered the Motion and all other matters of record, including the lack of objection thereto,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The Debtors' rejection of the Leases is **APPROVED** pursuant to 11 U.S.C. § 365(a), effective as of November 30, 2025.
3. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, or (d) an approval, assumption, or adoption of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.
4. The deadline to file a proof of claim arising from the rejection of a Lease pursuant to this Order shall be thirty (30) days following the entry of this Order.
5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
6. The Debtors are authorized and empowered to take all actions necessary to implement

the relief granted in this Order.

7. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ Allison J. McGregor

John D. Elrod, GA Bar No. 246604

Allison J. McGregor, GA Bar No. 860865

3333 Piedmont Road NE, Suite 2500

Atlanta, GA 30305

Telephone: 678-553-2259

Facsimile: 678-553-2269

Email: elrodj@gtlaw.com

Allison.McGregor@gtlaw.com

Counsel for the Debtors and Debtors in Possession