

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE AT MEMPHIS**

REGIONS BANK,)	
as Indenture Trustee,)	
)	
Plaintiff,)	
)	
v.)	Case No. 06-cv-2239-JPM
)	
CME-CORNERS, INC., and)	
THE HEALTH, EDUCATIONAL AND)	
HOUSING FACILITY BOARD OF THE)	
COUNTY OF SHELBY, TENNESSEE,)	
)	
Defendants.)	

**EXPEDITED MOTION OF RECEIVER FOR APPROVAL
OF PROCEDURES TO SELL THE COLLATERAL AND TO SET HEARINGS**

TO THE HONORABLE JON PHIPPS MCCALLA,
UNITED STATES DISTRICT COURT JUDGE:

Cumberland & Ohio Co. of Texas and its President, James A. (“Buddy”) Skinner, together as receiver (the “Receiver”), by and through its counsel, hereby file this Expedited Motion for Approval of Procedure to Sell the Collateral and the Set Hearings (the “Sale Procedures Motion”). In support of this Sale Procedures Motion, the Receiver states as follows:

1. Pursuant to that certain Amended Order Appointing Receiver, Granting Injunctive Relief, and Setting Bond, dated May 9, 2006 (Docket Entry No. 19) (the “Receiver Order”), the Receiver took possession of the Collateral (as defined in the Receiver Order) and was vested with the power to, “at the direction of [Regions Bank in its capacity as indenture trustee] and upon further Court Order, market and sell all or any part of the Collateral, pursuant to 28 U.S.C. § 2001, *et seq.*, and in accordance with such terms and condition as are hereafter approved by Trustee and this Court.” (Receiver Order, ¶D(27)).

2. The Receiver has concluded, principally based upon the financial condition of the Collateral, that a sale of the Collateral is in the best interest of all creditors. The Trustee has not objected to such procedures as outlined in this Sale Procedures Motion and supporting documents.¹

3. In connection with this Sale Procedures Motion, the Receiver submits and relies upon its contemporaneously-filed Memorandum in Support of Motion of Receiver for Approval of Procedures to Sell the Collateral (together with exhibits thereto, the "Memorandum").

4. In addition, Receiver further relies and incorporates by reference the averments set forth in the Declaration of James A. Skinner, President of the Receiver (the "Receiver's Declaration"), which affidavit is attached as Exhibit A to the Memorandum.

5. A proposed form of Order Establishing Procedures to Sell the Collateral is annexed hereto as Exhibit 1. In addition, a preliminary form of Order Approving Sale is annexed hereto as Exhibit 2, which upon conclusion of the Auction (as defined in the Memorandum) will be revised solely to reflect the outcome of the Auction, submitted to the Court and served on certain parties, all as more fully set forth in the Memorandum.

6. Pursuant to Local Rule 7.2(a)(1)(B), counsel for the Receiver hereby certify that (a) the creditors and their respective counsel are numerous, not readily identifiable, and are not all known to the Receiver; (b) counsel has attempted to contact the named parties to this action to discuss this motion and has received no opposition. In addition, the Receiver is acting in accordance with the Amended Order Appointing Receiver to sell the collateral. Accordingly, consultation beyond what has been described above was not practicable and the Receiver has filed this Motion with the Court.

¹ The Trustee has advised the Receiver that it consents to the actions being taken under this Sale Procedures Motion, but that its consent to the procedures and the ultimate sale of the Collateral remains subject to the terms of the Indenture, which provide that bondholders may, under certain circumstances, direct the Trustee to object or seek modification of the relief sought by the Receiver related to a sale of the Collateral.

WHEREFORE, for the reasons set forth in this Motion and the Memorandum, the Receiver requests that this Court set an expedited hearing on the Sale Procedures Motion, enter an order approving the procedures for the Receiver to sell the Collateral pursuant to 28 U.S.C. §§ 2001-04, and grant all further relief that the Court deems proper.

Respectfully submitted,

/s/ Timothy G. Niarhos

Samuel K. Crocker (BPR #6094)

Timothy G. Niarhos (BPR #14428)

CROCKER & NIARHOS

Suite 2720, Renaissance Tower

611 Commerce Street

Nashville, TN 37203

615-726-3322 – Telephone

615-726-6330 – Facsimile

skctrustee@aol.com/tim@skctrustee.com

Attorneys for the Receiver

CERTIFICATE OF SERVICE

I hereby certify that I have caused a true and correct copy of the foregoing motion (with exhibits thereto) to be served via U.S. Mail, postage prepaid, upon the following parties on this the 24th day of August, 2006.

ACE Electric, Inc.
P.O. Box 348
Ellendale, TN 38029

ADP Security Services, Inc.
P.O. Box 371967
Pittsburgh, PA 15250-7967

AllState Group – Claims
National Property Sufro
3800 Electric Road, Suite 301
Roanoke, VA 24018

Answerfone
P.O. Box 1000, Dept. 94
Memphis, TN 38148

Apartments for Rent
75 Remittance Driver #1705
Chicago, IL 60675-1705

Betty's Glass Co.
3737 Outland Road
Memphis, TN 38118

Bob Patterson, Shelby County Trustee
P.O. Box 2751
Memphis, TN 38101-2751

Bowes Sewer & Drain Service LLC
P.O. Box 647
Arlington, TN 38002

Brunts' Wallcovering Service
156 Haynes Park Drive
Nashville, TN 37218

Bugs-N-Stuff dba Somar Pest Control
P.O. Box 1537
Millington, TN 38083

Carpet Depot USA d/b/a Fir State Carpets
c/o Frank Holloman, Esq.
242 Poplar Avenue
Memphis, TN 38103

Carpet Restore
P.O. Box 548
Southaven, MS 38671

Carpet Savers of Memphis, LLC
P.O. Box 728
Dallas, GA 30132

C.H. Harwell Eviction Server
8314 Montego Place, South
Cordova, TN 38016

Divine Electrical, Inc.
P.O. Box 30522
Memphis, TN 38130

Dyno Sewer
5300 Mendenhall Park Place
Memphis, TN 38115-5409

El Grafico, Inc.
4772 Summer Avenue
Memphis, TN 38122

Equifax Information Services, LLC
P.O. Box 4472
Atlanta, GA 30302

Floorserve, Inc.
Evan Nahmias, Esq.
McDonald Kuhn, PLLC
Pembroke Square
119 S. Main Street, Suite 400
Memphis, TN 38103

DAL, Inc. (Home Depot #2425165)
300 East Madison Avenue
Clifton Heights, PA 19018-0162

Haas Publishing Companies, Inc.
c/o Howard R. Peppel, Esq.
474 Perkins Extended, Suite 205
Memphis, TN 38117

Hughes/Century Maintenance Supply
c/o Howard R. Peppel, Esq. (Ref. G25018)
474 Perkins Extended, Suite 205
Memphis, TN 38117

Hughes Supply, Inc.
c/o Howard R. Peppe
474 Perkins Extended
Suite 205
Memphis, TN 38117

IKON Office Solutions
6700 Sugarloaf Parkway
Duluth, GA 30097

Joan Lindquist
Credit Department (Customer # 2425165)
The Home Depot Supply
P.O. Box 509055
San Diego, CA 92150

Lion Distributing, Inc.
P.O. Box 565
Reisterstown, MD 21136-0565

Maintenance Free
6007 Bishopdale Cove
Memphis, TN 38141

Maintenance USA (Acct# 3070781)
P.O. Box 404295
Atlanta, GA 30384-4295

Memphis City Wide Security
8607 Craven Road
Arlington, TN 38002

Memphis Light, Gas & Water Division
220 S. Main Street, Room 529
Memphis, TN 38103
Attn: Legal Department

Nazar Siddig
3399 Crazyhorse Drive, Apt. #2
Memphis, TN 38118

NCO Financial Systems (Birch Telecom)
P.O. Box 4903 (Account # BP 4485)
Trenton, NJ 08650-4903

Novacopy, Inc.
5520 Shelby Oaks Drive
Memphis, TN 38134

NuEra Pest Control, Inc.
P.O. Box 181369
Memphis, TN 38181

Office-Max Contract, Inc.
c/o Continental Commercial Group
317 S. Brand Blvd.
Glendale, CA 91204-1701
Acct. # 461510

Ollie & Sons Sewer & Drains Service
7250 N. Old Farm Road
Memphis, TN 38125
Attention: Ollie Voss

On Time Iron Works
3630 Parklake Drive #1
Memphis, TN 38118

Professional Carpet Services
4151 Ridgemoor Avenue
Memphis, TN 38118

Quick Dry Carpet Cleaning
1347 Greentree Valley, #1
Memphis, TN 38119

Santo Lawn Care
3352 McKenzie Street
Memphis, TN 38118

Siano Appliance Distribution
c/o Mendelson Law Firm
P.O. Box 17235
Memphis, TN 38187-0235

SKO – Brenner-American
P.O. Box 9320
841 Merrick Road
Baldwin, NY 11510-9320

Stock Blinds Direct
Williams, Babbit & Weisman, Inc.
5255 North Federal Highway, 3rd Floor
Boca Raton, FL 33487
Attn: Jeffrey Seigl

Swimming Pool Application (Est. #23507)
State Department of Health
State of Tennessee
P.O. Box 23090
Nashville, TN 37202

Taliafaro, Inc.
1227 Ninth Avenue North
Nashville, TN 37208

Marc T. McNamee, Esq.
Neal and Harwell, PLC
Suite 2000, One Nashville Place
150 4th Avenue North
Nashville, TN 37219-2498

Todmost Chemical & Paper
3394 Winchester Road
Memphis, TN 38118

TransUnion Rental Screening (Invoice # 03647428)
13591 Collections Center Drive
Chicago, IL 60693

Wells Fargo Financial Leasing
Account # 001-4005473
P.O. Box 6434
Carol Stream, IL 60197-6434

Yellow Business Directories
245 8th Avenue, Suite 863
New York, NY 10011

CME-Corners, Inc. (Attention: Legal Department)
4466 Elvis Presley Boulevard, Suite 300
Memphis, TN 38116

John C. Tishler, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

Regions Bank, N.A., as Indenture Trustee
Corporate Trust Department (Attention: Susan Baker)
401 Union Street, 11th Floor
Nashville, TN 37219

Dr. Annie J. Carter
2513 Oak Forrest Drive
Antioch, TN 37013

Farris Mathews Branam Bobango Hellen & Dunlap PLC (Attn: James E. Bailey
III)
1 Commerce Square, Suite 2000
Memphis, TN 38103

The Health, Educational and Housing Facility Board
of the County of Shelby, Tennessee
c/o Brian Kuhn, County Attorney
160 North Main Street, Suite 801
Memphis, TN 38103

The Winchester Law Firm (Attn: Stephen L. Anderson)
6060 Poplar Avenue, Suite 295
P.O. Box 17236
Memphis, Tennessee 38187

/s/ Timothy G. Niarhos
Timothy G. Niarhos

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE AT MEMPHIS**

REGIONS BANK,)	
as Indenture Trustee,)	
)	
Plaintiff,)	
)	
v.)	Case No. 06-cv-2239-JPM
)	
CME-CORNERS, INC., and)	
THE HEALTH, EDUCATIONAL AND)	
HOUSING FACILITY BOARD OF THE)	
COUNTY OF SHELBY, TENNESSEE,)	
)	
Defendants.)	

**ORDER ESTABLISHING PROCEDURES TO SELL THE COLLATERAL
AND SETTING HEARING TO CONFIRM SALE OF THE COLLATERAL**

This matter came before the Court on the Expedited Motion of Receiver for Approval of Procedures to Sell the Collateral and to Set Hearings (the “Sale Procedures Motion”) filed by Cumberland & Ohio Co. of Texas and its President, James A. (“Buddy”) Skinner, together as receiver (the “Receiver”). This Court, having reviewed the pleadings, including that certain Memorandum in Support of Sale Procedures Motion (the “Memorandum”), the evidence in the record, including the Affidavit of James Skinner, and being fully advised on the premises, finds as follows:

1. Unless otherwise indicated herein, all capitalized terms in this Order have the same meaning ascribed to them in the Memorandum (defined below).

2. Regions Bank as indenture trustee (the “Trustee”) is organized under the laws of Alabama with its designated corporate trust office located in Little Rock, Arkansas. Trustee, in its capacity as indenture trustee, is the holder of a first deed of trust lien against certain Collateral (as defined in the Receiver Order), which includes without limitation that low-income housing

facility known as The Corners Apartments, located at 4150 Winchester Road, Memphis, Tennessee (the “Project”), and the revenues generated thereby under that certain Lease Agreement (as defined in the Receiver Order). Trustee holds these liens against the Collateral to secure the repayment of amounts owed to Trustee and certain bondholders pursuant to that certain Trust Indenture (as defined in the Receiver Order) and that certain Deed of Trust (as defined in the Receiver Order), each among The Health, Educational and Housing Facility Board of the County of Shelby, Tennessee (the “Issuer”), CME-Corners, Inc. (“CME-Corners”), and Trustee.

3. On May 4, 2006, this Court entered its Order Appointing Receiver, Granting Injunctive Relief, and Setting Bond, which was amended and restated, on May 9, 2006, by that certain Amended Order Appointing Receiver, Granting Injunctive Relief, and Setting Bond (the “Receiver Order”), pursuant to which, this Court appointed Cumberland & Ohio Co. of Texas (and its President James A. (“Buddy”) Skinner) as Receiver to take possession and control of the Collateral.

4. Pursuant to paragraphs D(8) and D(30) of the Receiver Order,¹ and as indicated on the record by Receiver’s Notice of Engagement of Real Estate Agent Pursuant to Order Appointing Receiver, Granting Injunctive Relief, and Setting Bond, the Receiver entered into that certain Exclusive Listing Agreement, dated June 7, 2006 (the “Listing Agreement”),

¹ Paragraph D of the Receiver Order provides, in relevant part:

The Receiver is hereby appointed to take charge of and to manage, operate, and protect the Collateral, and is hereby given the powers and authority usually held by receivers and reasonably necessary to accomplish the purpose of this receivership, including the powers to:

(8) enter into all contract necessary to continue, operate, maintain, and preserve the Collateral;

(30) generally do, execute, and perform any other act, deed, matter or thing whatsoever that the Receiver reasonably deems ought to be done, executed, and performed in and about or with respect to the Collateral or its revenues.

whereby the Receiver retained CB Richard Ellis Memphis Multifamily, LLC (“CBRE”) as exclusive real estate broker for the sale of the Collateral. The terms and conditions of the Listing Agreement are consistent with the provisions of the Receiver Order and execution of the Listing Agreement was a prudent action by the Receiver that was required in order to protect the value of the Collateral.

5. Since execution of the Listing Agreement, the Receiver and CBRE have engaged in extensive marketing of the Collateral, which marketing is adequate and sufficient in light of the circumstances of this case.

6. In addition, the Receiver and CBRE have developed a form of contract for sale of the Collateral (the “Stalking Horse Agreement”) that is acceptable to the Trustee,² with respect to the terms and conditions of a sale of the Collateral, subject to approval of this Court and 28 U.S.C. §§ 2001-04. The Receiver has not yet executed an agreement to sell the Collateral, on the terms set forth in this paragraph or otherwise. A true and correct copy of the Stalking Horse Agreement is attached to the Memorandum as Exhibit B.

7. Pursuant to paragraphs D(27) and U of the Receiver Order,³ the Receiver has the authority to Conduct a Receiver Sale (as defined in the Receiver Order) with respect to any or all

² The Trustee has advised the Receiver that it consents to the actions being taken under the Sale Procedures Motion, but that its consent to the Procedures and the ultimate sale of the Collateral remains subject to the terms of the Indenture which provide that bondholders may, under certain circumstances, direct the Trustee to object or seek modification of the relief sought by the Receiver related to a sale of the Collateral.

³ Paragraph D(27) of the Receiver Order provides, in relevant part:

The Receiver is hereby ... given the powers ... to:

(27) at the direction of Trustee and upon further Court Order, market and sell all or any part of the Collateral, pursuant to 28 U.S.C. §§2001, et seq., and in accordance with such terms and conditions as are hereafter approved by Trustee and this Court.

Paragraph U of the Receiver Order provides, in relevant part:

In the alternative [to a foreclosure or other sale], Trustee may decide, in its sole discretion, to direct the Receiver to sell any or all of the Collateral pursuant to 28 U.S.C. §§2001 et seq. (a

of the Collateral, but is required to obtain this Court's approval and comply with 28 U.S.C. §§ 2001 et seq. The Stalking Horse Agreement will be subject to higher and better offers received by the Receiver at the Receiver Sale in accordance with the terms of this Sale Procedures Order.

8. In light of the negative cash flow of the Collateral, a Receiver Sale is in the best interests of the receivership estate and the creditors. The Receiver Sale is supported by sound business justifications and its reasonably prudent under the circumstances. The Receiver Sale is necessary at this time and will result in greater distribution to creditors than any other course of action available to the Receiver.

9. Good cause exists for such Receiver Sale and approval of the Stalking Horse Agreement, which contains reasonable terms and conditions and will likely provide a reasonable return from such a Receiver Sale. The Receiver and the Trustee have acted in good faith with respect to such Stalking Horse Agreement and the Sale Procedures.

10. Proper and sufficient notice of the Sale Procedures Motion was given. The requirements of Rule LR 7.2 of the Local Rules of the United States District Court for the Western District of Tennessee have been satisfied with respect to the Sale Procedures Motion and the Memorandum.

IT IS, THEREFORE, ORDERED that the Sale Procedures Motion is granted and the Receiver is hereby authorized to enter into the Stalking Horse Agreement with a party of the Receiver's choosing (the "Stalking Horse Bidder"), on the terms and conditions of this Sale Procedures Order and substantially on the terms and conditions of the Stalking Horse Agreement.

"Receiver Sale"). In the event Trustee decides to have the Receiver conduct a Receiver Sale, Trustee and the Receiver shall comply with 28 U.S.C. §§2001, 2002, and 2004.

IT IS FURTHER ORDERED that the Receiver shall sell the Collateral at public sale (the “Auction”) in accordance with the following procedures:

A. Except as otherwise expressly stated in the Stalking Horse Agreement, or any applicable executed Purchase Agreement, the sale of the Collateral shall be free and clear of all liens, claims, charges, encumbrances, mortgages, pledges, security interests, and other interests (the “Encumbrances”) with any such Encumbrances attaching to the respective Auction proceeds in the same order of priority as they had on the Collateral. Moreover, except with respect to the Assumed Liabilities and Assumed Contracts expressly assumed under the Stalking Horse Agreement or any applicable executed Purchase Agreement, the Successful Bidder (defined below) shall not be obligated to pay or assume any of the Seller’s obligations or liabilities, nor shall the Successful Bidder be deemed to have any successor liability for any of Seller’s obligations or liabilities.

B. The Auction shall occur at the offices of CBRE, located at 5855 Ridge Bend Road, Memphis, Tennessee 38120, or at such other place as the Receiver deems appropriate and gives notice of, and at such time and on such date as the Receiver deems appropriate, but not before thirty (30) days after selection of the Stalking Horse Bidder and execution of the Stalking Horse Agreement. The Receiver may adjourn the Auction, the Initial Overbid Deadline (defined below), and/or the Initial Discovery Deadline (defined below) from time to time by announcement at the time and place appointed for the Auction, without further notice or order of the Court. Upon re-commencing any such auction, the Receiver shall give notice of the recommencement of such auction to all parties who have provided the Receiver with name and address where such notice must be sent. Except as otherwise provided in the Stalking Horse Agreement or any applicable executed Purchase Agreement, any sale resulting from the Auction shall be “as is” and “where is,” with no express or implied representations and

warranties. Notwithstanding anything to the contrary in the Stalking Horse Agreement or any applicable executed Purchase Agreement, the “Closing” of the sale, as that term is defined in the Stalking Horse Agreement and/or any applicable executed Purchase Agreement, shall not occur prior to the confirmation of the sale, as described in paragraphs N and O below.

C. At least thirty (30) days prior to the first scheduled date and time of the Auction, the Receiver (i) shall mail notice of the date, time, place, and terms of the Auction and Confirmation Hearing (as defined in paragraph N below) to all parties in this action, any party which has filed a notice of appearance in this case, as well as all other parties on the attached Certificate of Service, and (ii) may mail such notice to any other parties the Receiver deems appropriate, including any creditors, or potential buyers identified by either the Receiver, CBRE or Trustee. The notice shall be deemed sufficient if sent to the last known mailing address of the addressee via United States first-class mail, postage prepaid. The Receiver may also provide notice by such other means, including facsimile transmission, as are reasonably calculated to reach the addressee.

D. In addition, the Receiver shall cause notice of the Auction to be published once a week for at least four (4) weeks prior to the first-scheduled date and time of the Auction in a newspaper of general circulation in Shelby County, Tennessee and Davidson County, Tennessee. The form of the notice shall be sufficient if it contains the time, date, place, and basic terms of the Auction, as well as a description of the Project by common street address. The Receiver may include such additional information in the notice as it deems appropriate.

E. Any party interested in bidding (“Potential Bidder”) on the Collateral may attempt to qualify as a “Qualified Bidder” (as defined below). Only “Qualified Bidders” will be permitted to bid.

F. Information regarding the Collateral and its operations, assets, and

financial condition will be provided and/or made available to Potential Bidders as provided below. Upon a request for such information made to CBRE, CBRE shall provide each Potential Bidder with a copy of a Confidentiality Agreement in a form acceptable to the Receiver (the “Confidentiality Agreement”).

G. Upon receipt by the Receiver of (1) an executed Confidentiality Agreement and (2) evidence satisfactory to the Receiver and to Trustee that the Potential Bidder is reasonably likely to be able to consummate a purchase of the Collateral, a Potential Bidder shall be provided with a copy of the Stalking Horse Agreement, and shall be afforded the opportunity, upon reasonable notice to the Receiver or CBRE, to inspect the Project and have access to whatever financial data the Receiver provided to the Stalking Horse Bidder; provided, however, all physical and on-site inspections of the Project must be concluded before seven (7) days prior to the first scheduled date and time of the Auction.

H. The Stalking Horse Bidder referenced in this Sale Procedures Order shall be treated as an “Actual Bidder” (as defined below) for the Collateral and the Stalking Horse Agreement shall be treated as a “Qualified Bid” (as defined below) for the Collateral, for all purposes under the sale procedures without having to satisfy the following requirements of this paragraph H, and the following paragraph I. Only a Potential Bidder that satisfies the following requirements, and which the Receiver and Trustee determine is reasonably likely to be able to consummate a purchase of the Collateral, shall be considered a “Qualified Bidder.” Unless otherwise ordered by the Court, for cause shown, no Potential Bidder for the Collateral will be considered a Qualified Bidder unless prior to or in conjunction with making such bid, the Potential Bidder delivers the following items to the Receiver or CBRE:

(i) An executed Confidentiality Agreement (if not previously received by the Receiver);

(ii) Current audited, or a compilation of, financial statements of the Potential Bidder (to the satisfaction of the Trustee and Receiver), or, if the Potential Bidder is an entity formed for the purpose of acquiring the Collateral, current audited, or a compilation of, financial statements of the equity holder(s) of the Potential Bidder (to the satisfaction of the Trustee and Receiver), or such other forms of financial disclosure reasonably acceptable to the Receiver and Trustee, which information shall demonstrate the financial capability of the Potential Bidder to consummate the purchase of the Collateral should the Potential Bidder be the Successful Bidder; and

(iii) Cash in the amount of \$50,000.00 (the "Good Faith Deposit") to be held in escrow by the title company designated by the Receiver. (a) The Potential Bidder shall forfeit the Good Faith Deposit if the Potential Bidder is the Successful Bidder and (1) modifies or withdraws the bid without the Receiver and Trustee's consent before the consummation of the sale contemplated by the Marked Contract (defined below), (2) breaches the Marked Contract, or (3) fails or refuses to close timely the sale by the closing date established in the Marked Contract, but only if the Receiver has not materially breached its obligations under the Marked Contract. (b) The Good Faith Deposit shall be promptly returned to the Potential Bidder (1) if the Potential Bidder is not determined to be a Qualified Bidder, (2) if the Potential Bidder is a Qualified Bidder, but is not the Successful Bidder or the Backup Bidder (defined below), (3) if the Potential Bidder is the Successful Bidder (who has not otherwise forfeited its Good Faith Deposit), and the sale is not consummated by the closing date established in the Marked Contract for reasons not attributable to the Potential Bidder, or (4) if the Potential Bidder terminates in accordance with the provisions of the Marked Contract, or (5) if the Potential Bidder is the Backup Bidder and the Successful Bidder consummates the sale in accordance with the applicable Purchase Agreement and pursuant to the procedures set forth in this Sales Procedures

Order; but such Good Faith Deposit shall only be returned if the Potential Bidder has not breached any of its obligations under the applicable executed Purchase Agreement.

I. Further, any Qualified Bidder that desires to make a bid to purchase the Collateral, and to become an actual bidder (an “Actual Bidder”), shall deliver a copy of its bid as provided below, to CBRE not later than 5:00 p.m., local time, on the third (3rd) business day immediately preceding the first-scheduled date and time of the Auction (the “Initial Overbid Deadline”), subject to paragraph B above.

J. Each Qualified Bidder’s bid for the Collateral must be made upon the terms and conditions substantially similar to those contained in the Stalking Horse Agreement executed by the Stalking Horse Bidder (other than economic terms such as purchase price and liabilities assumed) and must specifically set forth those modifications and amendments to the Stalking Horse Agreement, including, without limitation, price, terms, contracts to be assumed, contracts not to be assumed, liabilities to be assumed, and liabilities not to be assumed, which such Qualified Bidder would propose if it were selected as the Successful Bidder (the “Marked Contract”). All modifications and/or amendments to the Stalking Horse Agreement that are contained in the Marked Contract must be “red lined” against the Stalking Horse Agreement in order to be considered by the Receiver. Further, no bid will be considered unless it conforms with these bidding procedures, including that such bid:

(i) Provides for a purchase price that exceeds by not less than \$75,000.00, the Cash portion of the purchase price to be paid pursuant to the Stalking Horse Agreement, which \$75,000 overbid amount shall also be used for the payment of any fees described in paragraph R below;

(ii) Is not conditioned on the outcome of unperformed due diligence by the Potential Bidder, or the satisfaction of any other condition, that is more burdensome than the

Stalking Horse Agreement; provided, however, that due diligence may continue until twenty-four (24) hours before the first-scheduled date and time of the Auction (the “Initial Discovery Deadline”), subject to paragraph B above;

(iii) Identifies those contracts and leases which the Qualified Bidder wishes to assume and those liabilities which the Qualified Bidder intends to assume; and

(iv) Is accompanied by (1) a Marked Contract which reflects all modifications and/or amendments to the Stalking Horse Agreement; and (2) a letter affirmatively and unconditionally stating that the Qualified Bidder offers to purchase the Collateral upon the terms and conditions set forth in the Marked Contract, and will forfeit the Good Faith Deposit if the Qualified Bidder becomes either the Successful Bidder (defined below) or Backup Bidder, but fails to close in breach of the applicable executed Purchase Agreement or to abide by the procedures set forth in this Sale Procedures Order.

K. A bid received from a Qualified Bidder on or before the Initial Overbid Deadline that conforms to the requirements herein, including foregoing Paragraphs, shall constitute a Qualified Bid. Each Qualified Bidder who submits a Qualified Bid shall be an Actual Bidder.

L. At the commencement of the Auction, the Receiver shall identify the highest and best Qualified Bid (the “HB Qualified Bid”). For purposes of determining which Qualified Bid is the HB Qualified Bid, the Receiver and Trustee shall perform an analysis to determine which Qualified Bid will provide the highest and best net economic benefit. At the Auction, any Actual Bidder may increase its Qualified Bid as provided below, in a writing delivered to the Receiver (“Increased Bid”). Each Actual Bidder in attendance at the Auction shall be advised of any Increased Bids and given a reasonable opportunity to submit another Increased Bid, until such time as no more Increased Bids are forthcoming. When evaluating

Increased Bids, the Receiver shall give the Purchaser credit for the Break-Up Fee (as defined below) provided for herein, which the Purchaser will receive if it is not the Successful Bidder (defined below), for purposes of determining whether the Purchaser's Increased Bid exceeds the last highest Increased Bid. Once the final Increased Bid, if any, is received, the Receiver shall determine which of the HB Qualified Bid or Increased Bids, if any, provides the highest and best net economic benefit, and shall approve such bid (as the "Successful Bid") and such bidder (as the "Successful Bidder"). The Break-Up Fee, if the Purchaser is not the Successful Bidder, shall be paid at closing from the Successful Bidder's Good Faith Deposit and the sale proceeds.

M. The Receiver shall also choose the second best Qualified Bid (the "Backup Bid"), if any, which bid shall remain enforceable and shall become the Successful Bid if the Successful Bidder fails to consummate the sale in accordance with the applicable executed Purchase Agreement and the procedures set forth in this Sale Procedures Order. Only upon closure of the sale to the Successful Bidder, the party submitting the Backup Bid (the "Backup Bidder"), is released from its obligation to close on the Backup Bid.

N. In connection with setting the date of the Auction, the Receiver shall obtain from the Court a date and time for a hearing to approve entry of the Sale Approval Order (the "Confirmation Hearing"). The day following the conclusion of the Auction, the Receiver shall file with the Court and serve, via email or facsimile, on all parties submitting a bid at the Auction, copies of (i) a report, based on information supplied by CBRE and reflecting the results of the Auction and (ii) a revised proposed form of order approving the sale to the Successful Bidder, modified from Exhibit B to the Sale Procedures Motion to the extent required to provide for the actual sales price and to fill in any other blanks contained in the form (the "Sale Approval Order"). If any such party wishes to object to confirmation of the sale and/or the Sale Approval Order, including the proposed disbursement of the proceeds, they must do so by filing an

objection in writing with the Court setting forth the grounds for the objection, and serving a copy of such objection on counsel for the Receiver and counsel for Trustee, no less than two hours prior to the first scheduled time of the Confirmation Hearing. If a timely objection(s) is filed and served, the Court will hear such objection(s) to determine whether to confirm the sale. If no objections are filed timely and served, the Court shall enter the Sale Approval Order on the date and at the time set for the Confirmation Hearing. The Confirmation Hearing may be adjourned from time to time by announcement at the time and place appointed for the Confirmation Hearing, without further notice or order of the Court.

O. Upon confirmation of a sale to a Successful Bidder, the Receiver shall have the authority to close the sale and execute such deeds, bills of sale, or other instruments as are necessary to convey in the name of Issuer and/or CME-Corners, free and clear of all Encumbrances (except as provided in the applicable Purchase Agreement), all right, title and interest of Issuer and/or CME-Corners in the Collateral to the Successful Bidder upon receipt of the full purchase price. Closing of the sale will occur on the first business day following entry of the Sale Approval Order, unless the Receiver, the Trustee and the prevailing bidder all agree to a later date for Closing.

P. Unless otherwise ordered by the Court, the Sale proceeds shall be applied as follows:

(i) First, payment of any amounts borrowed by the Receiver pursuant to Court order;

(ii) Second, to the Receiver's costs of the Auction and sale and any other fees and expenses of the Receiver related to (a) the operation of the Collateral during the receivership and/or (b) the Auction and sale, including CBRE's commissions and expenses as provided in the Listing Agreement; and

(iii) Third, the remaining sale proceeds shall be paid over to Trustee to be applied in accordance with its Bond Documents (as defined in the Receiver Order).

Q. Within three (3) business days of the entry of the Sale Procedures Order, counsel for Trustee shall mail a copy of the Sale Procedures Order to the parties listed in paragraph C(i) above. In addition, pursuant to the Bond Documents, the Trustee shall transmit by mail notice of the Sale Procedures Order to the bondholders.

R. In the event the Stalking Horse Bidder is not the Successful Bidder at the Auction because it is outbid by another Qualified Bidder for the Collateral, the Receiver shall pay the Stalking Horse Bidder a fee in an amount equal to two and one-half percent (2.5%) of the Cash, not to exceed Fifty Thousand Dollars (\$50,000.00) (the "Break-Up Fee") from the proceeds of the sale of the Collateral following closing of the Sale. No other Potential Bidders, Qualified Bidders, or Actual Bidders shall be entitled to any such Break-Up Fee. Furthermore, such Break-Up Fee shall only be paid if the purchase price at the closing of the sale is equal to or greater than the purchase price offered by the Stalking Horse Bidder (subject to the requirements of paragraph J(i) above with respect to any initial topping bid over the purchase price provided for in the Stalking Horse Agreement), accepted by the Receiver at the Auction (the "Accepted Price"), and such party overbidding the Stalking Horse Bidder pays in cash the Accepted Price to the Receiver, without reservation or claim.

IT IS FURTHER ORDERED that the provisions of this Order are non-severable and mutually dependant, and the terms of this Order and any applicable Purchase Agreement shall be binding upon CME-Corners, the Receiver, their creditors, parties with any claims against CME-Corners and the Collateral, and other parties in interest, and any successors of such parties.

SIGNED this ____ day of _____, 2006.

Jon Phipps McCalla
United States District Court Judge

Submitted for Entry:

/s/ Timothy G. Niarhos

Samuel K. Crocker (BPR #6094)

Timothy G. Niarhos (BPR #14428)

CROCKER & NIARHOS

Suite 2720, Renaissance Tower

611 Commerce Street

Nashville, TN 37203

615-726-3322 – Telephone

615-726-6330 – Facsimile

skctrustee@aol.com/tim@skctrustee.com

Attorneys for the Receiver

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE AT MEMPHIS**

REGIONS BANK,)	
as Indenture Trustee,)	
)	
Plaintiff,)	
)	
v.)	Case No. 06-cv-2239-JPM
)	
CME-CORNERS, INC., and)	
THE HEALTH, EDUCATIONAL AND)	
HOUSING FACILITY BOARD OF THE)	
COUNTY OF SHELBY, TENNESSEE,)	
)	
Defendants.)	

ORDER APPROVING RECEIVER’S SALE OF THE COLLATERAL

This matter came before the Court in connection with on the Motion of Receiver for Approval of Procedures to Sell the Collateral (the “Sale Procedures Motion”) filed by Cumberland & Ohio Co. of Texas and its President, James A. (“Buddy”) Skinner, together as receiver (the “Receiver”). This Court, having reviewed the pleadings, including that certain Memorandum in Support of Sale Procedures Motion (including exhibits thereto, the “Memorandum”) and the Receiver’s Report on Auction (including any exhibits thereto, the “Auction Report”), and being fully advised on the premises, finds as follows:

1. Unless otherwise indicated herein, all capitalized terms in this Order have the same meaning ascribed to them in the Sale Procedures Order (defined below).

2. Regions Bank, as indenture trustee (the “Trustee”) is organized under the laws of Alabama with its designated corporate trust office located in Little Rock, Arkansas. Trustee, as the indenture trustee, is the holder of a first deed of trust lien against certain Collateral (as defined in the Receiver Order), which includes without limitation that low-income housing facility known as The Corners Apartments, located at 4150 Winchester Road, Memphis,

EXHIBIT 2

Tennessee, and the revenues generated thereby under that certain Lease Agreement (as defined in the Receiver Order). Trustee holds these liens against the Collateral to secure the repayment of amounts owed to Trustee and certain bondholders pursuant to that certain Trust Indenture (as defined in the Receiver Order) and that certain Deed of Trust (as defined in the Receiver Order), each among The Health, Educational and Housing Facility Board of the County of Shelby, Tennessee (the "Issuer"), CME-Corners, Inc. ("CME-Corners"), and Trustee.

3. Pursuant to paragraphs D(27) and U the Receiver Order, and pursuant to the Order Establishing Procedures to Sell the Collateral entered by the Court on _____, 2006 (the "Sale Procedures Order"), the Receiver has the authority to Conduct a Receiver Sale (as defined in the Receiver Order) with respect to any or all of the Collateral, but is required to obtain this Court's approval and comply with 28 U.S.C. §§ 2001 et seq.

4. As determined in the Order Establishing Procedures to Sell the Collateral, the Collateral is burdened by a negative cash flow. In order to maintain the value of the Collateral and make the best return possible to the creditors, a Receiver Sale at this time is in the best interests of the receivership estate and the creditors. The Receiver Sale is supported by sound business justifications and is reasonably prudent under the circumstances. The Receiver Sale is necessary at this time and will result in greater distribution to creditors than any other course of action.

5. In the Sale Procedures Order, the Court established certain procedures for the Receiver to conduct the Receiver Sale. Counsel to the Receiver has properly served the Sale Procedures Order in accordance with paragraph Q thereof.

6. On _____, the Receiver selected _____ as the Stalking Horse Bidder and executed an agreement to sell the Collateral, on the terms set forth in the Stalking Horse

Agreement and the Sale Procedures Order, which agreement was subject to higher and better offers in satisfaction of 28 U.S.C. 2001 et seq. The Stalking Horse Agreement was at a purchase price of \$_____.

7. As set forth more fully in the Auction Report, the Receiver abided by and met the procedural requirements of paragraph A – R of the Sale Procedures Order. In particular, the Receiver properly mailed notice of the Auction to the parties indicated in paragraph C thirty (30) days prior to the Auction, caused notice of the Auction to be published in accordance with paragraph D, qualified bidders and bids in accordance with paragraphs E – K, and conducted the Auction on _____ at _____, in accordance with paragraphs A, B and L - M of the Sale Procedures Order.

8. As required by paragraph U of the Receiver Order, the Auction and Receiver Sale to the Successful Bidder are in compliance with 28 U.S.C. S§ 2001, 2002, and 2004:

(i) Pursuant to 28 U.S.C. § 2001, the Auction was a public sale of the Collateral conducted by the Receiver within this District, which is the District wherein the Receiver was first appointed;

(ii) Pursuant to 28 U.S.C. § 2002, the Receiver published notice of the Auction once a week for (4) weeks prior to the Auction in _____, which is a newspaper regularly issued and of general circulation in the county and state wherein the Project is situated; and

(iii) Pursuant to 28 U.S.C. § 2004, the Auction, to the extent any personalty is being sold via the Receiver Sale, was conducted pursuant to 28 U.S.C. § 2001, as set forth above.

9. As a result of the Receiver's and CBRE's marketing efforts, the Receiver received ___ Qualified Bids from ___ Qualified Bidders before and during the Auction, not including the

Stalking Horse Bidder. By the exercise of his reasonable business judgment, the Receiver determined that _____ is the Successful Bidder and executed a purchase agreement with the Successful Bidder (the "Proposed Purchase Agreement"); and _____ is the Backup Bidder and executed a purchase agreement with the Backup Bidder (the "Proposed Backup Purchase Agreement"). The Successful Bid, including the Proposed Purchase Agreement at a purchase price of \$_____, provides the highest and best net benefit to the receivership estate and creditors thereof. Other than the Successful Bid, the Backup Bid, including the Proposed Backup Purchase Agreement at a purchase price of \$_____, provides the highest and best net benefit to the receivership estate and creditors thereof. *[To the extent the Successful Bid is different from the Stalking Horse Bidder, the following will be incorporated into the final form of this Order: Both the Successful Bid and the Backup Bid are greater than the purchase price of the Stalking Horse Agreement, which triggers the payment of the Break-Up Fee pursuant to paragraph R of the Sale Procedures Order. True and correct copies of the agreements with the Successful Bidder and Backup Bidder are attached hereto as Exhibit B and Exhibit C, respectively.]*

10. In accordance with paragraph N of the Sale Procedures Order, the Receiver filed with the Court and served on the proper parties a copy of the Auction Report and revised versions of this Sale Approval Order, reflecting changes in light of the Auction results. [There is no opposition to entry of this Order approving the Receiver Sale to the Successful Bidder, as no objections to the Sale Approval Order were filed and served in accordance with paragraph N of the Sale Procedures Order.] The Receiver's expenses in connection with the Auction, and the amount of fees and expenses the Receiver incurred for operating the Collateral is \$_____, which amount includes the commission due to CBRE in the amount of \$_____. The Court

finds the payment of these fees and expenses are reasonable and prudent and are hereby approved for payment.

11. Based upon the evidence presented in connection with the approval of the Receiver Sale, the Court specifically finds that the Trustee (i) in administering its duties under the Bond Documents, since the execution of the Bond Documents; (ii) in handling the default under the Bond Documents and attempting to sell or otherwise dispose of the Collateral, (iii) in filing this action and assisting the Receiver during the course of the receivership, including the Receiver Sale, and (iv) not objecting to the Receiver Sale, has acted, in all aspects stated herein, as a reasonable and prudent person, in the best interest of the Bondholders, and in accordance with the Bond Documents.

12. Good cause exists for such Receiver Sale to the Successful Bidder and approval thereof, and the Receiver and the Trustee have acted in good faith with respect to such Receiver Sale.

13. Proper and sufficient notice was given of the Sale Procedures Motion, entry of the Sale Procedures Order, the Auction, the Auction Report, and presentment of this Sale Approval Order.

IT IS, THEREFORE, ORDERED THAT:

A. Pursuant to the Sale Procedures Order, the Receiver Sale to the Successful Bidder is approved on the terms and conditions set forth in the Proposed Purchase Agreement.

B. Pursuant to the Sale Procedures Order, any Receiver Sale to the Backup Bidder, to the extent required, is approved on the terms and conditions set forth in the Proposed Backup Purchase Agreement. To the extent the Proposed Backup Purchase Agreement is invoked and closed upon as the Receiver Sale, any references herein to the Successful Bidder

and Proposed Purchase Agreement shall be deemed to refer to the Backup Bidder and the Proposed Backup Purchase Agreement, respectively.

C. Except as otherwise expressly stated in the Proposed Purchase Agreement, the Receiver Sale shall result in the transfer of the Collateral free and clear of all liens, claims, charges, encumbrances, mortgages, pledges, security interests, and other interests, legal, equitable, recorded or unrecorded, oral or written (the "Encumbrances") with any such Encumbrances attaching to the respective Receiver Sale proceeds in the same order of priority as they had on the Collateral. Moreover, except with respect to the Assumed Liabilities and Assumed Contracts expressly assumed under the Proposed Purchase Agreement, the Successful Bidder, shall not be obligated to pay or assume any of the CME-Corners' obligations or liabilities, nor shall the Successful Bidder, be deemed to have any successor liability for any of CME-Corners' obligations or liabilities.

D. The Receiver Sale from the Auction shall be "as is" and "where is," with no express or implied representations and warranties. Notwithstanding anything to the contrary in the Proposed Purchase Agreement, the "Closing" of the sale, as that term is defined in the Proposed Purchase Agreement, shall occur on the first business day following entry of this Order, unless the Trustee, the Receiver and the Successful Bidder all agree to a later date for such closing.

E. Upon confirmation of a sale to a Successful Bidder by entry of this Order, the Receiver shall have the authority to close the sale and execute such deeds, bills of sale, or other instruments as are necessary to convey in the name of Issuer and/or CME-Corners, free and clear of all Encumbrances (except as provided in the applicable Purchase Agreement), all right, title and interest of Issuer and/or CME-Corners in the Collateral to the Successful Bidder upon receipt of the full purchase price.

F. The Receiver Sale is in bar of the right of equity of redemption, the right of redemption granted by the Tennessee Code Annotated or any other law of the State of Tennessee, including homestead, dower, and all other rights and exemptions of every kind, all of which shall be deemed waived.

G. Unless otherwise ordered by the Court, the Sale proceeds shall be applied as follows:

(i) First, payment of any amounts borrowed by the Receiver pursuant to Court order;

(ii) Second, to the Receiver's costs of the Auction and sale and any other fees and expenses of the Receiver related to (a) the operation of the Collateral during the receivership and/or (b) the Auction and sale, including CBRE's commissions and expenses as provided in the Listing Agreement; and

(iii) Third, the remaining sale proceeds shall be paid over to Trustee to be applied in accordance with its Bond Documents (as defined in the Receiver Order).

H. [Pursuant to paragraph R of the Sale Procedures Order, the Receiver shall pay the Stalking Horse Bidder the Break-Up Fee in an amount equal to two and one-half percent (2.5%) of the Cash, not to exceed Fifty Thousand Dollars (\$50,000.00) (the "Break-Up Fee"), from the proceeds of the sale of the Collateral following closing of the Sale. No other Potential Bidders, Qualified Bidders, or Actual Bidders shall be entitled to any such Break-Up Fee.]

I. Provided all of the property pledged to the Trustee to secure the repayment of the obligations under the Bond Documents are sold under this Order, upon the receipt of all proceeds of the Receiver Sale by the Trustee pursuant to paragraph G(iii) above, (i) the obligations of CME-Corners under any of the Bond Documents shall be deemed discharged in full without further order of this Court and (ii) in addition, upon the reasonable request of the

Successful Bidder within _____ (___) days of the Closing, the Trustee shall execute and issue any releases and/or other documentation reasonably required by the Successful Bidder in order to document the release of liens pursuant to the Bond Documents (other than the Encumbrances, Assumed Liabilities, Assumed Contracts and/or Permitted Exceptions), including without limitation that certain Declaration of Restrictive Covenants and Regulatory Agreement By and Among the Issuer and the Trustee and CME-Corners, dated as of December 1, 1996, which shall be deemed to be terminated, discharged and released.

J. Upon receipt of all proceeds of the Receiver Sale by the Trustee and this Order becoming final and unappealable, the Successful Bidder, the Backup Bidder, CME-Corners (through the Receiver) and the Receiver itself shall be deemed to have released and forever discharged the Trustee of all claims, in whatever capacity or theory, that CME-Corners may have against the Trustee, upon entry of this Order.

K. The Receiver Sale and resulting transfer of the Collateral by the Receiver shall be a legal, valid, and effective transfer of the Collateral.

L. The Receiver Sale and transfer of the Collateral by the Receiver shall vest the Successful Bidder with good title to the Collateral, including good and marketable title to any and all leases and contracts assumed.

M. The Receiver Sale of the Collateral in accordance with the Proposed Purchase Agreement represents a good faith transaction.

N. The provisions of this Order are non-severable and mutually dependant.

O. The terms of this Order and the Proposed Purchase Agreement shall be binding upon the Successful Bidder, the Backup Bidder, CME-Corners, the Receiver, their creditors, parties with any claims against CME-Corners and the Collateral, and other parties in interest, and any successors of such parties.

P. The Trustee shall send notice to all Bondholders of a proposed distribution on account of the Bonds. Bondholders shall be required to surrender their Bonds in the manner determined in the sole discretion of the Trustee and as the Trustee shall describe in such Bondholder notice. Upon declaration by the Trustee of the record date for the Bond distribution, the Bonds, shall be deemed retired and no longer outstanding. Thereafter, should the Trustee receive any further sum of money related to the obligation of the Borrower under the Bond Documents, it shall disburse same to the Bondholders, after payment of all of its fees and expenses, in the manner required under the Bond Documents.

Q. Upon entry of this Order and the distribution, or attempted distribution, of the Receiver Sale proceeds to the Bondholders, the Trustee shall be deemed discharged of all obligations under any of the Bond Documents and the Trust Indenture shall be deemed terminated and cancelled. Notwithstanding such termination and cancellation, the Trustee's lien rights and other rights, which the Indenture provide continue after termination or cancellation, shall continue to the extent additional amounts are ever recovered on account of the Bonds, but this Order shall not be deemed to impose upon the Trustee any obligation to act further (once it has attempted to distribute the Proceeds) in connection with the Bonds or the Bond Documents.

R. In order to avoid administrative costs and expenses, if any holder of the Bonds cannot be located or has otherwise not claimed a distribution from the Receiver Sale proceeds within a reasonable period of time (to be determined solely in the discretion of the Trustee), the Trustee may take all such unclaimed distributions and, after payment of its fees and expenses, escheat such funds to the State of Tennessee in accordance with the escheat laws of the State of Tennessee.

S. In all other respects, the terms of the Bond Documents shall govern the distribution of the Receiver Sale proceeds and treatment of the Bonds, if not expressly addressed

in this Order or any subsequent order modifying or clarifying this Order. The Trustee may seek, from time to time, to modify this Order or to seek further instructions from this Court as it may relate to the Bonds, the distributions thereunder, the Bond Documents or the trusts, upon proper motion.

T. Neither the Trustee, the Receiver, or their present or former directors, officers, employees, subsidiaries, affiliates, agents, professionals, attorneys and representatives (the "Exculpated Parties") shall have or incur any liability to any holder of a claim against the receivership estate for any act or omission in connection with, related to, or arising out of, the receivership, the pursuit of the Receiver Sale, the consummation of the Receiver Sale, or the administration of the Receiver Sale proceeds or the property to be distributed pursuant to this Sale Approval Order and the Bond Documents, as applicable, except for fraud, willful misconduct, gross negligence, criminal conduct, misuse of confidential information that causes damages, or ultra vires acts; and, in all respects, the Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Sale Approval Order. This exculpation shall be in addition to any other protections afforded any of the parties in this lawsuit under this or any other order of this Court.

U. The Court shall retain jurisdiction with respect to any matter, issue, claim, or controversy arising out of or resulting from the Sale Procedures Motion, the Sale Procedures Order, this Sale Approval Order, and the Proposed Purchase Agreement, or any of the transactions contemplated hereby or associated herewith, including any matter, issue, claim, or controversy relating to the Successful Bidder's right to have received, or receipt of, the Collateral free and clear of any and all Encumbrances.

V. Upon entry of this Order, this order shall be considered to be a “final order” of this Court, shall be subject to appeal. Failure to appeal this Order within the time allowed by the Federal Rules of Civil Procedure or Federal Rules of Appellate Procedure shall bar any party from any relief under those particular provisions of such Rules applicable to appeals.

SIGNED this ____ day of _____, 2006.

Jon Phipps McCalla
United States District Court Judge

Submitted for Entry:

/s/ Timothy G. Niarhos

Samuel K. Crocker (BPR #6094)

Timothy G. Niarhos (BPR #14428)

CROCKER & NIARHOS

Suite 2720, Renaissance Tower

611 Commerce Street

Nashville, TN 37203

615-726-3322 – Telephone

615-726-6330 – Facsimile

skctrustee@aol.com/tim@skctrustee.com

Attorneys for the Receiver