

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re	:	Chapter 11
	:	
CANO HEALTH, INC., <i>et al.</i> ,	:	Case No. 24-10164 (KBO)
	:	
	:	(Jointly Administered)
Debtors. ¹	:	
	:	Re: Docket Nos. 9, 77, 101 & 209
-----	X	

**CERTIFICATION OF COUNSEL REGARDING FINAL ORDER
PURSUANT TO 11 U.S.C. §§ 105(a), 363, AND 503(b) (I) AUTHORIZING
DEBTORS TO PAY CERTAIN PREPETITION CLAIMS OF (A) PATIENT CARE,
SAFETY, AND OTHER CRITICAL VENDORS, (B) LIEN CLAIMANTS AND
(C) 503(b)(9) CLAIMANTS, AND (II) GRANTING RELATED RELIEF**

The undersigned hereby certifies as follows:

1. On February 5, 2024, Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), filed the *Motion of Debtors Pursuant to 11 U.S.C. §§ 105(a), 363, and 503(b) for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Certain Prepetition Claims of (A) Patient Care, Safety, and Other Critical Vendors, (B) Lien Claimants and (C) 503(b)(9) Claimants, and (II) Granting Related Relief* (Docket No. 9) (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”). Attached thereto as **Exhibit B** was a proposed form of order granting the relief requested in the Motion on a final basis (the “**Proposed Final Order**”).

¹ The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.



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2. On February 6, 2024, the Court entered the *Interim Order Pursuant to 11 U.S.C. §§ 105(a), 363, and 503(b) (I) Authorizing Debtors to Pay Certain Prepetition Claims of (A) Patient Care, Safety, and Other Critical Vendors, (B) Lien Claimants and (C) 503(b)(9) Claimants, and (II) Granting Related Relief* (Docket No. 77) (the “**Interim Order**”).

3. Pursuant to the Interim Order and the *Notice of (A) Entry of Interim Order Pursuant to 11 U.S.C. §§ 105(a), 363, and 503(b) (I) Authorizing Debtors to Pay Certain Prepetition Claims of (A) Patient Care, Safety, and Other Critical Vendors, (B) Lien Claimants and (C) 503(b)(9) Claimants, and (II) Granting Related Relief; and (B) Final Hearing Thereon* (Docket No. 101), objections or responses to the final relief requested in the Motion, if any, were to be made in writing and filed with the Court on or before February 29, 2024 at 4:00 p.m. (prevailing Eastern Time) (the “**Objection Deadline**”).

4. Prior to the Objection Deadline, Humana Medical Plan, Inc., Human Government Business, Inc., True Shore BPO, LLC and related entities (collectively “**Humana**”) filed a limited objection to the Motion (Docket No. 209) (the “**Limited Objection**”),² and the Official Committee of Unsecured Creditors and the Ad Hoc First Lien Group provided informal comments to the final relief requested in the Motion (together with the Limited Objection, the “**Responses**”). Other than the Responses, the Debtors received no other formal or informal responses to the Motion, and no other objection or responsive pleading to the Motion has appeared on the Court’s docket in these chapter 11 cases.

5. The Debtors have prepared a revised form of the Proposed Final Order (the “**Revised Final Order**”) to resolve the Responses, to incorporate certain changes to conform with

² The Debtors resolved the Limited Objection without the need for any changes to the Proposed Order. On March 4, 2024, Humana filed a notice (Docket No. 219) withdrawing the Limited Objection.

revisions to the Interim Order, and to reflect the appointment of the Creditors' Committee. A copy of the Revised Final Order is attached hereto as **Exhibit 1**. The Revised Final Order has been circulated to the U.S. Trustee, counsel to the Creditors' Committee, and counsel to the Ad Hoc First Lien Group, and the aforementioned parties do not object to the entry of the Revised Final Order. For the convenience of the Court and all parties in interest, a blackline comparison of the Revised Final Order marked against the Proposed Final Order is attached hereto as **Exhibit 2**.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Revised Final Order, substantially in the form attached hereto as **Exhibit 1**, be entered at the earliest convenience of the Court.

Dated: March 4, 2024
Wilmington, Delaware

/s/ James F. McCauley

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*Proposed Attorneys for the Debtors
and the Debtors in Possession*

Exhibit 1

Revised Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	x	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., et al.,	:	Case No. 24–10164 (KBO)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	:	Re: Docket No. 9

**FINAL ORDER PURSUANT TO
11 U.S.C. §§ 105(a), 363, AND 503(b) (I) AUTHORIZING DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS OF (A) PATIENT CARE,
SAFETY, AND OTHER CRITICAL VENDORS, (B) LIEN CLAIMANTS,
AND (C) 503(b)(9) CLAIMANTS, AND (II) GRANTING RELATED RELIEF**

Upon the motion, dated February 5, 2024 [Docket No. 9] (the “**Motion**”)² of Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases, pursuant to sections 105(a), 363, and 503(b) of title 11 of the United States Code (the “**Bankruptcy Code**”) for entry of a final order (this “**Final Order**”) (a) authorizing, but not directing, the Debtors to pay in the ordinary course of business and consistent with customary past practice, based on their sound business judgment, certain prepetition claims of (i) Critical Vendors, (ii) Lien Claimants, and (iii) 503(b)(9) claimants, and (b) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and §1334, and the *Amended Standing Order of Reference* from the

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

United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion on a final basis, if necessary; and the Court having entered an order granting the relief requested in the Motion on an interim basis; and upon the First Day Declarations, the record of the Interim Hearing, the Final Hearing, if any, and all of the proceedings had before the Court; and all objections to the relief requested in the Motion on a final basis, if any, having been withdrawn, resolved, or overruled; and the Court having determined the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted on a final basis to the extent set forth herein.
2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, to pay, or cause to be paid, the Trade Claims in the ordinary course of business and consistent with customary past practice, upon such terms and in the manner provided in this Final Order and the Motion, including the Payment Protocol to identify

particular Trade Claimants and pay Trade Claims; *provided, that*, the aggregate prepetition amounts authorized to be paid pursuant to this Final Order shall not exceed \$8,036,000.

3. The Debtors are further authorized, but not directed, to condition payment of a Trade Claim upon the applicable Trade Claimant's entry into a Trade Agreement substantially in the form attached to the Motion as Exhibit C; *provided, that*, the Debtors are authorized to pay Trade Claims in the event no Trade Agreement is executed if the Debtors determine, in the exercise of their reasonable business judgment, that a formal Trade Agreement is prohibitive or unnecessary. The Debtors are authorized to negotiate, modify, or amend the form of Trade Agreement in their reasonable business judgment.

4. The Debtors shall provide not less than 48 hours' notice to (email shall suffice), and shall consult with (i) the advisors for the Ad Hoc First Lien Group and (ii) the advisors for the Creditors' Committee, prior to making any payment to a Trade Claimant, or entering into a Trade Agreement that would result in the payment of a Trade Claim, in each case, in an amount in excess of \$100,000 in the aggregate, or entering into a Trade Agreement that materially deviates from the form of Trade Agreement attached as Exhibit C to the Motion; *provided, further*, that the Debtors shall notify the advisors for the Creditors' Committee of any recommendation by the Ad Hoc First Lien Group to not pay any Critical Vendor Claim sought to be paid by the Debtors within three (3) days of the Debtors' receipt of such response from the Ad Hoc First Lien Group.

5. If any party accepts payment pursuant to the relief requested by this Final Order and thereafter does not continue to provide goods or services on customary trade terms (regardless of whether a Trade Agreement has been executed), and subject to any Trade Agreement that may be executed or otherwise agreed to by the Debtors, then the Debtors reserve all rights to

treat any payments made pursuant to this Final Order as an unauthorized postpetition transfer and, therefore, recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made, pursuant to the relief request by the Motion, to such outstanding prepetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

6. The Debtors shall maintain a matrix/schedule of payments made pursuant to the Interim Order or this Final Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule every 30 days to (i) the U.S. Trustee; (ii) the advisors for the Ad Hoc First Lien Group; and (iii) the advisors for the Creditors' Committee.

7. Each of the Banks at which the Debtors maintain their accounts are authorized to (a) receive, process, honor, and pay all checks presented for payment and to honor all funds transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts and (b) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such checks, drafts, wires, or transfers are dated before, on, or after the Petition Date, without any duty to inquire otherwise.

8. Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, is intended to be or shall be construed as (a) an implication or 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 which may exist against any entity under the Bankruptcy Code or any other applicable law, (d) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the priority of any claim against the Debtors based on goods received by the Debtors after the Petition Date but for which title to the underlying goods was transferred to the Debtors prior to the Petition Date, (e) a promise or requirement to pay any particular claim, (f) an implication or admission that any particular claim is of a type specified or deemed in the Motion or any order granting the relief requested in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim, (g) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code, (h) 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, (i) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, (j) a waiver of the obligation of any party in interest to file a proof of claim, or (k) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

9. Nothing herein shall impair or prejudice the right of the Creditors' Committee to object to any payment made pursuant to this Order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code) or known former insider, or an affiliate of an insider or known former insider, of the Debtors. To the extent the Debtors intend to make a payment to an insider or known former insider, or an affiliate of an insider or known former insider, of the Debtors, the Debtors shall provide three (3) business days' advance notice to, and opportunity to object by, the Creditors' Committee; *provided that* if the Creditors' Committee objects to any such the payment, the Debtors shall not make such payment absent further order of the Court.

10. The Debtors are authorized to issue postpetition checks or to effect postpetition funds transfer requests in replacement of any checks or funds transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

11. Nothing herein shall impair or prejudice the Debtors' or any other party in interest's ability to contest the extent, perfection, priority, validity, or amounts of any Lien Claims or liens held by any Lien Claimant, and the rights of all parties to contest the extent, validity, or perfection or seek the avoidance of all such liens or the priority of such Lien Claims are fully preserved.

12. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

13. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a) and Local Bankruptcy Rule 9013-1(m).

14. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

15. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted in this Final Order.

16. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Exhibit 2

Blackline

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., et al.,	:	Case No. 24 <u>24-10164</u>
	:	(<u>KBO</u>)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	:	
	X	

**FINAL ORDER PURSUANT TO
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Upon the motion, dated February 5, 2024 [\[Docket No. 9\]](#) (the “**Motion**”)² of Cano Health, Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases, pursuant to sections 105(a), 363, [and](#) 503(b) of title 11 of the United States Code (the “**Bankruptcy Code**”) for entry of a final order (this “**Final Order**”) (a) authorizing, but not directing, the Debtors to pay in the ordinary course of business and consistent with customary past practice, based on their sound business judgment, certain prepetition claims of (i) Critical Vendors, (ii) Lien Claimants, and (iii) 503(b)(9) claimants, and (b) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to

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28 U.S.C. §§ 157(a)–(b) and §1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion on a final basis, if necessary; and the Court having entered an order granting the relief requested in the Motion on an interim basis; and upon the First Day Declarations, the record of the Interim Hearing, the Final Hearing, if any, and all of the proceedings had before the Court; and all objections to the relief requested in the Motion on a final basis, if any, having been withdrawn, resolved, or overruled; and the Court having determined the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

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identify particular Trade Claimants and pay Trade Claims; *provided, that*, the aggregate prepetition amounts authorized to be paid pursuant to this Final Order shall not exceed \$8,036,000.

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4. The Debtors shall provide not less than 48 hours' notice to (email shall suffice), and shall consult with: (i) the advisors for the Ad Hoc First Lien Group and (ii) the advisors for the Creditors' Committee, prior to making any payment to a Trade Claimant, or entering into a Trade Agreement that would result in the payment of a Trade Claim, in each case, in an amount in excess of \$100,000 in the aggregate, or entering into a Trade Agreement that materially deviates from the form of Trade Agreement attached as Exhibit C to the Motion; provided, further, that the Debtors shall notify the advisors for the Creditors' Committee of any recommendation by the Ad Hoc First Lien Group to not pay any Critical Vendor Claim sought to be paid by the Debtors within three (3) days of the Debtors' receipt of such response from the Ad Hoc First Lien Group.

5. If any party accepts payment pursuant to the relief requested by this Final Order and thereafter does not continue to provide goods or services on customary trade terms (regardless of whether a Trade Agreement has been executed), and subject to any Trade

Agreement that may be executed or otherwise agreed to by the Debtors, then the Debtors reserve all rights to treat any payments made pursuant to this Final Order as an unauthorized postpetition transfer and, therefore, recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made, pursuant to the relief request by the Motion, to such outstanding prepetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

6. The Debtors shall maintain a matrix/schedule of payments made pursuant to ~~this~~ the Interim Order or this Final Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule every 30 days to (i) the U.S. Trustee ~~and counsel to;~~ (ii) the advisors for the Ad Hoc First Lien Group ~~every 30 days;~~ and (iii) the advisors for the Creditors' Committee.

7. Each of the Banks at which the Debtors maintain their accounts are authorized to (a) receive, process, honor, and pay all checks presented for payment and to honor all funds transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts and (b) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such

checks, drafts, wires, or transfers are dated before, on, or after the Petition Date, without any duty to inquire otherwise.

~~8. Notwithstanding anything to the contrary contained in the Motion or herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, authorizing the Debtors' use of cash collateral and/or post-petition debtor-in-possession financing (such orders, the "DIP Order") and any budget in connection with any such use of cash collateral and/or post-petition debtor-in-possession financing. To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.~~

8. ~~9.~~ Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, is intended to be or shall be construed as (a) an implication or 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 which may exist against any entity under the Bankruptcy Code or any other applicable law, (d) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the priority of any claim against the Debtors based on goods received by the Debtors after the Petition Date but for which title to the underlying goods was transferred to the Debtors prior to the Petition Date, (e) a promise or requirement to pay any particular claim, (f) an implication or admission that any particular claim is of a type specified or deemed in the Motion or any order granting the relief requested in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim, (g) an approval, assumption, adoption, or rejection of any agreement,

contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code, (h) 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, (i) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, (j) a waiver of the obligation of any party in interest to file a proof of claim, or (k) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

9. Nothing herein shall impair or prejudice the right of the Creditors' Committee to object to any payment made pursuant to this Order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code) or known former insider, or an affiliate of an insider or known former insider, of the Debtors. To the extent the Debtors intend to make a payment to an insider or known former insider, or an affiliate of an insider or known former insider, of the Debtors, the Debtors shall provide three (3) business days' advance notice to, and opportunity to object by, the Creditors' Committee; provided that if the Creditors' Committee objects to any such the payment, the Debtors shall not make such payment absent further order of the Court.

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