

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:

INTERNAL FIXATION SYSTEMS, INC,

Case No.: 12-39145-RAM

Debtor.

Chapter 7

**CHAPTER 7 TRUSTEE'S EMERGENCY MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE SALE OF CERTAIN ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES
AND INTEREST AND (II) APPROVING THE CONTRACT FOR SALE TERMS**

Basis for Emergency Relief

The Trustee respectfully requests an expedited hearing on this matter at the Court's first available date in order to secure the value of the Sale and Purchase Agreement (the "Agreement") executed by and between the Trustee and MXD, Inc. (the "Purchaser"). The Purchaser requires that the Trustee file this motion (the "Motion") immediately so that the corporate shell which is the subject of the proposed sale is not delisted by the SEC prior to closing, rendering it worthless to the Purchaser. Further, because the proposed sale transaction represents the Trustee's best opportunity to monetize this asset for the benefit of its creditors, the Trustee submits that sufficient cause exists for the Court to hear this matter on an expedited basis. The Trustee respectfully requests that the Court waive the provisions of Local Rule 9075-1(B), which requires an affirmative statement that a *bona fide* effort was made in order to resolve the issues raised in this Motion, as the relief requested herein is urgent in nature and does not lend itself to advance resolution.

NOTICE TO SHAREHOLDERS: Notice is hereby provided to all known shareholders of Internal Fixation Systems, Inc. that the Trustee is seeking to sell the corporate shell of Internal Fixation Systems, Inc. to a third party purchaser. Conversion rights of any kind, including without limitation, warrants, options, convertible bonds other convertible debt instruments, with the exception of convertible preferred stock, will be terminated by the entry of an order approving this motion. Parties seeking to oppose the proposed sale set forth in this motion are directed to file an objection with the Court or appear at the expedited hearing to be set on this matter.

Jacqueline Calderin, Chapter 7 Trustee (the “Trustee” or the “Seller”) of the bankruptcy estate (the “Estate”) of Internal Fixation Systems, Inc. (the “Debtor”), by and through undersigned counsel, and pursuant to 11 U.S.C. §§ 363 (b) and (f), Bankruptcy Rule 6004(f)(1) and Local Rule 2016-1(A), moves this Court for the entry of an order (the “Sale Order”) authorizing the sale of the Debtor’s corporate shell via private sale to the Purchaser free and clear of liens and encumbrances, if any (the “Sale”). In support of the Motion, the Trustee states as follows:

JURISDICTION

1. This Court has jurisdiction over this case pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are section 105 and 363(f) of the Bankruptcy Code.

BACKGROUND

3. On December 5, 2012 the Debtor initiated this matter by filing a Voluntary Petition for relief under Chapter 7 of the Bankruptcy Code [ECF #1].

4. Through this Motion, the Trustee seeks to sell the Debtor’s corporate public shell (the “Asset”), which is listed as an active reporting company with United States Securities and Exchange Commission (the “SEC”).

5. The Debtor is a public entity and upon information and belief, has 200,000,000 shares of common stock authorized and approximately 54,799,367 shares of common stock issued and outstanding.

6. Additionally, upon information and belief, the Debtor has 50,000,000 shares of authorized preferred stock, of which 5,000,000 shares issued and outstanding.

7. During the pendency of this Chapter 7 case, multiple parties expressed an interest in bidding for the Asset, but the Trustee received no firm offers other than that of the Purchaser. The Purchaser has offered to purchase the Asset for the total purchase price of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00).

8. The Trustee has administered all other Estate assets and was in the process of preparing her final report when the Purchaser submitted its offer to purchase the Asset. Accordingly, the Trustee requests authorization from this Court to sell the Asset to the Purchaser on an as-is, where-is basis for the total purchase price of \$25,000.00. Attached hereto as **Exhibit “A”** is the Sale contract (the “Contract”).

9. As per paragraph 6 of the Contract, this Motion requests the entry of an order in substantially the same form as that attached as **Exhibit “B”** which authorizes the Sale of the Asset free and clear of all liens, claims and interests under 11 U.S.C. Section 363, and orders and/or finds as follows:

- a. that the Trustee is authorized to sell and the Purchaser authorized to purchase the Asset free and clear of all liens, claims and interests under 11 U.S.C. section 363(f);
- b. that any and all interests the Debtor may have in any real or personal property, excluding the corporate shell of Debtor, shall remain in the Estate for further administration under the Bankruptcy Code, and shall no longer be owned or controlled by the Debtor;
- c. finding that pursuant to 11 U.S.C. section 363(m), the purchase of the Asset under the Contract is in good faith and that the Purchaser is a good faith purchaser entitled to the protections of 11 U.S.C. section 363(m);
- d. that upon the Sale closing, the Debtor’s existing officers and directors will be deemed removed from office;

- e. that upon the Sale closing, the Trustee is authorized to deliver to the Purchaser a stock power assigning, conveying and otherwise transferring the total issued and outstanding convertible preferred stock of the Debtor to Purchaser (the “Convertible Preferred Stock”) to the extent that the Debtor is the holder of any currently issued and outstanding convertible preferred stock of the Debtor (the “Stock Power”);
- f. that all common share conversion rights of any kind, including without limitation, warrants, options, convertible bonds other convertible debt instruments, with the exception of the Convertible Preferred Stock, be cancelled;
- g. that within ten (10) days of the date of closing, the Purchaser shall be authorized to appoint a new board of directors; and
 - i. issue up to 140,000,000 shares of common stock to the Purchaser or its assignees;
 - ii. implement a reverse split of the issued and outstanding common stock in a ratio of approximately 5,000 to 1 or in a ratio further determined by the board of directors;
 - iii. alter, amend and otherwise change the rights and preferences of any holder(s) of the Convertible Preferred Stock, including, specifically, the ratio at which each share of the Convertible Preferred Stock may be converted into the common stock; and
 - iv. cause any and all reasonable actions to be taken to preserve the Debtor’s listing on the Over the Counter QB or Pink Sheets Marketplace, including, specifically, the filing of an SEC Form 15, should it be deemed advisable.

10. Pursuant to the terms of the Contract, the Purchaser understands that the granting of these requests is within the power of the Bankruptcy Court, but that not all of the requests may be granted. The Bankruptcy Court’s granting of the requests set forth in subparagraphs (a) through (g) are the conditions precedent to closing of this Sale, unless the Purchaser elects to close despite the Bankruptcy Court’s failure to grant some of the requests.

11. Pursuant to the Contract, the Purchaser has delivered to the Trustee an earnest money deposit in the sum of \$5,000.00, as required by the Contract. After the entry of an order approving the Sale, the closing of the Sale shall occur on the first business day that is at least 7

days after the entry of the Sale Order. At closing, the Trustee shall provide the Purchaser with a certified copied of the Sale Order, and all corporate books and records, other than operational books and records, in the Trustee's possession (if any).

BASIS FOR RELIEF REQUESTED

12. In her business judgment, the Trustee has determined that the Sale price is fair and reasonable, and that it is in the Estate's best interest to sell the Asset via private sale to the Purchaser on an "as-is, where-is" basis, without any representations or warranties of any nature. Upon information and belief, based upon the Trustee's review of the Debtor's books and public records searches, the Debtor owns the Asset free and clear of all liens, claims, encumbrances, and interests; however, in an abundance of caution, in the event that there any existing liens of which the Trustee is unaware, the Trustee wishes to sell the Asset pursuant to §363(f), free and clear of any existing liens.

13. Pursuant to 11 U.S.C. § 363(b)(1), "the Trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate."

14. Courts interpreting section 363(b)(1) have held that under section 363(b)(1), a sale should be approved when (a) supported by the sound business judgment of the debtor's management; (b) interested parties are provided with adequate and reasonable notice; (c) the sale price is fair and reasonable; and (d) the purchaser is acting in good faith. See *In re Delaware and Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991); *In re Phoenix steel Corp.*, 82-B.R. 334, 335-36 (D. Del. 1987).

15. The requirements of 11 U.S.C. § 363(b)(1) are satisfied by the facts of this case. The proposed Sale is supported by the Trustee's sound business judgment due to the Trustee's belief that the Estate will not otherwise realize a greater recovery. Specifically, the Trustee was

in the process of preparing this case for its final report when the Purchaser submitted its bid. During the pendency of the Chapter 7 case, multiple third parties expressed interest in making a bid for the corporate shell, but every potential offer fell through after the proposed bidder completed its due diligence. The Purchaser is the only third party, independent bidder whose offer has survived due diligence and has met the Trustee's requirements. The Sale offer has been the result of the unrelated parties' arms length business negotiations. Accordingly, as required by the Contract, the Trustee seeks a finding from the Court that the Purchaser is entitled to a §363(m) good faith purchaser designation and related protections.

16. The Trustee believes that the Sale to the Purchaser will provide the highest and best liquidation value for the Asset without the need to incur additional administrative expenses.

WHEREFORE, the Trustee respectfully requests the Court's entry of the Sale order, substantially in the form of the proposed order attached as **Exhibit B**: (i) granting this Motion; (ii) approving the Sale of the Asset to the Purchaser; (iii) approving the form of the Contract and essential terms thereto (iv) finding that the Purchaser is entitled to 11 U.S.C §363(m) good faith purchaser protections, and (v) providing any further relief that the Court deems just and proper given the circumstances.

Respectfully submitted this 28th day of July 2015.

EHRENSTEIN CHARBONNEAU CALDERIN

Counsel for the Trustee

501 Brickell Key Drive, Suite 300

Miami, Florida 33131

T. 305. 722.2002 F. 305. 722.2001

By: /s/ Christopher Spuches

Christopher Spuches, Esq.

Florida Bar No: 42456

cbs@ecclegal.com

**Exhibit “A”
Contract**

CONTRACT FOR SALE AND PURCHASE OF
INTERNAL FIXATION SYSTEMS INC. CORPORATE SHELL

This agreement is a Contract for sale and purchase between Jacqueline Calderin, trustee of the Chapter 7 bankruptcy estate of Internal Fixation Systems, Inc., a Florida corporation, ("Seller") and MXD, Inc., a Colorado Domestic for Profit Corporation ("MXD"), ("Purchaser"), dated this 13th day of July, 2015.

RECITALS

WHEREAS, on December 5, 2012, Internal Fixation Systems, Inc., (hereinafter "IFIX") filed its petition with the United States Bankruptcy Court, Southern District of Florida (the "Bankruptcy Court") for relief under Chapter 7 of the United States Bankruptcy Code, case no. 12-39145-RAM;

WHEREAS, Purchaser is interested in purchasing the public shell of IFIX, that is a reporting company with the United States Securities and Exchange Commission (the "SEC");

WHEREAS, according to Purchaser, IFIX is a public entity and has two hundred million (200,000,000) shares of common stock authorized and approximately 54,799,367 shares of common stock issued and outstanding;

WHEREAS, according to Purchaser, IFIX has fifty million (50,000,000) shares of preferred stock authorized, of which there are five million (5,000,000) shares issued and outstanding; and

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase a certain asset, the corporate shell of IFIX free and clear of all liens, claims and interests pursuant to the terms and conditions set forth herein and subject to Bankruptcy Court approval.

NOW, THEREFORE, for good and sufficient consideration, as set forth hereunder, it is agreed by Seller and Purchaser as follows:

1. Parties. The parties to this transaction are Seller and Purchaser.

2. Sale of Asset. Subject to all conditions and terms set forth herein, Seller shall sell and Purchaser shall purchase the corporate shell of IFIX free and clear of all liens, claims, and interests (the "Asset"). The sale is subject to Bankruptcy Court approval. Seller shall send notice of the proposed sale to all creditors on the bankruptcy mailing matrix and to other parties who

have expressed an interest in possibly purchasing the Asset. The sale is also subject to any other offers which Trustee, in her discretion, determines to be a better offer. Trustee shall be entitled to schedule and conduct an auction (the "Auction") in connection with the sale of the Asset.

3. As Is Where Is. The Asset shall be sold "as is, where is" without representation or warranty of Seller as to good standing, reinstatement of good standing, adequacy or timeliness of filing requirements (whether state or federal, including the SEC, the State of Florida, or any other governmental unit), or any other filing or compliance actions, or the type or number of outstanding shares. The Asset does not include any interest in any real or personal property of any nature, including any ownership position with respect to any subsidiaries.

4. Consideration and Deposit. The purchase price for the Asset is \$25,000 (the "Purchase Price"). Of the Purchase Price, MXD shall pay and be responsible for the purchase price in its entirety. Contemporaneous with Purchaser's execution of this Agreement, MXD has provided Seller with a \$5,000 deposit (the "Deposit"). The Deposit shall be held by Seller in a segregated account. If Purchaser is not the successful bidder at the Auction or the Bankruptcy Court does not approve the sale of the Asset to Purchaser, then Seller shall promptly return the Deposit to Purchaser. If the sale of the Asset to Purchaser is consummated, then the Deposit shall be credited to the \$25,000 purchase price (or such higher purchase price if Purchaser agrees to a higher purchase price at the Auction). If Purchaser defaults under this Agreement, then Seller shall be entitled to keep the Deposit and apply it against any damages Seller may have.

5. Production of Corporate Books and Records. Upon execution of this Agreement, Seller shall use his best efforts to make available to Purchaser any and all corporate books and records of IFIX exclusive of any operational books and records, that Seller maintains or has access to, however, Seller makes no representations or warranties as to the existence, contents, or accuracy of the books and records. It is acknowledged that Seller, as the trustee of the IFIX bankruptcy estate, did not prepare or produce the corporate books and records, and that Seller merely maintains those books and records produced and turned over to her by IFIX. Purchaser acknowledges the existence of public filings with the SEC prior to the chapter 7 petition date, and acknowledges that neither the adequacy and sufficiency of corporate books and records nor the adequacy or sufficiency or timeliness of IFIX's SEC filings shall be a condition precedent to the closing of this transaction.

6. Bankruptcy Court Order. Within seven days after execution of this Agreement, the Seller shall file with the Bankruptcy Court a motion for an order authorizing the sale of the Asset free and clear of all liens, claims and interests under 11 U.S.C. section 363 (the "Motion"). The Motion shall request the entry of an order in substantially the same form as that attached as Exhibit A hereto and include the following findings (the "Order"), but Purchaser understands that the granting velnon of such requests is within the power of the Bankruptcy Court and that all requests may not be granted. The granting of the requests set forth in subparagraphs (a) through (e), by the Bankruptcy Court, shall be conditions precedent to closing of this sale unless Purchaser chooses to close despite the Bankruptcy Court's failure to grant some of the requests.

(a) That Seller shall be authorized to sell and Purchaser shall be authorized to purchase the Asset free and clear of all liens, claims and interests under 11 U.S.C. section 363(f);

(b) That any and all interests IFIX may have in any real or personal property, excluding the corporate shell of IFIX, shall remain in the IFIXbankruptcy estate for further administration under the Bankruptcy Code, and shall no longer be owned or controlled by IFIX;

(c) That there be a finding pursuant to 11 U.S.C. section 363(m) that the purchase of the Asset under this agreement is in good faith and that the Purchaser is a good faith purchaser entitled to the protections of 11 U.S.C. section 363(m);

(d) That upon closing, the existing officers and directors of IFIX will be deemed removed from office;

(e) That upon closing, the Seller shall deliver to MXD, Inc. a stock power in substantially the same form as that attached as Exhibit B hereto assigning, conveying and otherwise transferring the total issued and outstanding convertible preferred stock of IFIX to Purchaser (the "Convertible Preferred Stock") to the extent that IFIX is the holder of any currently issued and outstanding convertible preferred stock of IFIX(the "Stock Power");

(f) That all common share conversion rights of any kind, including without limitation, warrants, options, convertible bonds other convertible debt instruments, with the exception of the Convertible Preferred Stock, be cancelled;

(g) That within ten (10) days of the date of closing (the "Closing Date"), the Purchaser shall be authorized to appoint a new

board of directors of IFIX; and

(e) That within ninety (90) days following the Closing Date, the newly appointed board of directors of IFIX shall be authorized to:

(i) Issue up to 140,000,000 shares of common stock to MXD or its assignees;

(ii) Implement a reverse split of the issued and outstanding common stock in a ratio of approximately 5,000 to 1 or in a ratio further determined by the board of directors;

(iii) Alter, amend and otherwise change the rights and preferences of any holder(s) of the Convertible Preferred Stock, including, specifically, the ratio at which each share of the Convertible Preferred Stock may be converted into the common stock of IFIX; and

(iv) cause any and all reasonable actions to be taken to preserve IFIX's listing on the Over the Counter QB or Pink Sheets Marketplace, including, specifically, the filing of an SEC Form 15, should it be deemed advisable.

7. Closing. After the entry of an order approving the sale of the Asset, closing of the sale shall occur on the first business day that is at least 7 days after the entry of the sale order (the "Sale Order").

8. Closing Conditions: Seller. At closing, Seller shall provide Purchaser with the following:

(a) A certified copy of the SaleOrder; and

(b) All corporate books and records, other than operational books and records, in the possession of Seller, if any.

9. Closing Conditions: Purchaser. The obligation of Purchaser to consummate the transaction contemplated herein is subject to the following:

(a) Approval by the Bankruptcy Court of the sale of the Asset to Purchaser.

10. Choice of Law. This agreement shall be governed by the internal laws (and not the law of conflicts) of the State of Florida.

11. Severability and Operation of Law. If any provision of this agreement is prohibited by the laws of Delaware or, for any reason, any other applicable jurisdiction, the agreement shall be deemed ineffective to the extent only of such provision and shall be deemed modified to conform with such laws, without invalidating the remaining provisions; and any such provision in any jurisdiction shall not invalidate such provision in any other jurisdiction.

12 Entire Agreement; Modification. This agreement embodies the entire agreement and understanding of the parties and supersedes any prior agreements, arrangements and understandings related to the matters provided in this agreement. No modification, alteration, waiver, amendment, change or supplement to this agreement shall be binding or effective unless it is set forth in writing, signed by an authorized representative of each party.

13. Survival and Binding Agreement. The terms and conditions of this agreement shall survive the closing and shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors and assigns.

14. Assignment. Neither party to this agreement may assign any of its rights or delegate any of its responsibilities under this agreement.

15. Termination. In addition to the right of the parties to terminate this Agreement as set for elsewhere herein, this Agreement may be terminated at any time, by mutual agreement of Seller and Purchaser.

16. Notices. All notices, requests, demands, claims and other communication under this agreement must be in writing. Any such notice, request, demand, claim or other communication shall be deemed given if sent by personal delivery, overnight carrier or by email transmission as follows:

(a) If to Seller:

Jacqueline Calderin, Trustee

(b) With a copy to:

Robert P. Charbonneau

(c) If to Purchaser:

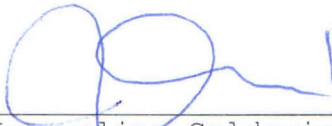
MXD, Inc.
ATTN: Chris Lotito
1112 Oakridge Drive Unit 104
Fort Collins, CO 80525

(d) With a copy to:

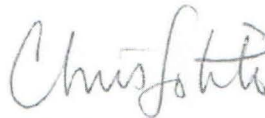
Adam S. Tracy
Securities Compliance Group Ltd.
520 W. Roosevelt Ste #201a
Wheaton, IL 60187
Email: at@ibankattorneys.com

17. Counterparts. This agreement maybe executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute a fully executed agreement.

MXD, Inc.



Jacqueline Calderin, as Trustee
of the Chapter 7 Bankruptcy
estate of Internal Fixation
Systems, Inc.



By: Chris Lotito
Its: President

IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does (do) hereby sell, assign and transfer to

(SOCIAL SECURITY
OR TAXPAYER IDENTIFYING NO.)

PLEASE COMPLETE THIS PORTION

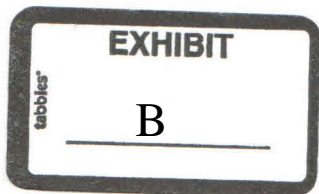
_____ shares of the _____ stock of _____
represented by Certificate(s) No(s) _____ inclusive,
standing in the name of the undersigned on the books of said Company.

The undersigned does (do) hereby irrevocably institute and appoint _____
_____ attorney to transfer the said stock or bond(s), as the case may be, on
the books of said Company, with full power of substitution in the premises.

Dated _____

PRINTED NAME

PRINTED NAME



**Exhibit “B”
Proposed Order**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov**

In re:

INTERNAL FIXATION SYSTEMS, INC,

Case No.: 12-39145-RAM

Debtor. _____ /

Chapter 7

**ORDER APPROVING CHAPTER 7 TRUSTEE’S EMERGENCY MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF CERTAIN ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES
AND INTEREST AND (II) APPROVING THE CONTRACT FOR SALE TERMS**

THIS MATTER came before the Court for hearing on _____, 2015 at _____ a.m./p.m. (the “Hearing”) upon the *Chapter 7 Trustee’s Emergency Motion for Entry of an Order (I) Authorizing the Sale of Certain Assets Free and Clear of All Liens, Claim, Encumbrances and Interest and (II) Approving the Contract for Sale Terms* (the “Motion”) [ECF # ____] pursuant to Sections 105 and 363 of Title 11 of the United States Code (the “Bankruptcy Code”), Rule 6004, of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Bankruptcy Rule 6004-1 (the “Local Bankruptcy Rules”). The Court having reviewed and considered (i) the Motion¹ and (ii) the arguments of counsel made and the evidence proffered;

¹ Any and all capitalized terms not expressly defined herein shall bear the meaning ascribed to them in the Motion.

and it appearing that the relief requested in the Motion is reasonable and in the best interests of the Estate, its creditors and all parties in interest; and after due deliberation and sufficient cause appearing;

IT IS ORDERED that:

1. The Motion is **GRANTED** in its entirety and incorporated herein by reference.

2. Pursuant to Sections 363(b) and (f) and (k) of the Bankruptcy Code, the Trustee is authorized to sell the Asset to Purchaser via private sale pursuant to and in accordance with the terms and conditions of the Contract attached as **Exhibit A** to this Order which is **APPROVED** in its entirety. Accordingly, the Court **FINDS** and **ORDERS** as follows:

- a. the Seller is authorized to sell and the Purchaser authorized to purchase the Asset free and clear of all liens, claims and interests under 11 U.S.C. section 363(f);
- b. any and all interests the Debtor may have in any real or personal property, excluding the corporate shell of Debtor, shall remain in the Estate for further administration under the Bankruptcy Code, and shall no longer be owned or controlled by the Debtor;
- c. pursuant to 11 U.S.C. Section 363(m), the purchase of the Asset is in good faith and that the Purchaser is a good faith purchaser entitled to the protections of 11 U.S.C. Section 363(m);
- d. upon the Sale closing, the existing officers and directors of the Debtor are deemed removed from office;
- e. upon the Sale closing, the Seller shall deliver to the Purchaser a stock power assigning, conveying and otherwise transferring the total issued and outstanding convertible preferred stock of the Debtor to Purchaser (the "Convertible Preferred Stock") to the extent that the Debtor is the holder of any currently issued and outstanding convertible preferred stock of the Debtor (the "Stock Power");
- f. upon the Sale closing, all common share conversion rights of any kind, including without limitation, warrants, options, convertible bonds other convertible debt instruments, with the exception of the Convertible Preferred Stock, are cancelled;

- g. within ten (10) days of the Sale closing, the Purchaser is authorized to appoint a new board of directors; and
 - i. issue up to 140,000,000 shares of common stock to the Purchaser or its assignees;
 - ii. implement a reverse split of the issued and outstanding common stock in a ratio of approximately 5,000 to 1 or in a ratio further determined by the board of directors;
 - iii. alter, amend and otherwise change the rights and preferences of any holder(s) of the Convertible Preferred Stock, including, specifically, the ratio at which each share of the Convertible Preferred Stock may be converted into the common stock; and
 - iv. cause any and all reasonable actions to be taken to preserve the Debtor's listing on the Over the Counter QB or Pink Sheets Marketplace, including, specifically, the filing of an SEC Form 15, should it be deemed advisable.

3. Closing: The Sale closing shall occur on the first business day that is at least 7 days after the entry of the Sale order. At closing, the Trustee shall provide the Purchaser with the following:

- i. a certified copied of the Sale order; and
- ii. all corporate books and records, other than operational books and records, in the possession of the Trustee (if any).

4. The Sale of the Asset is “**AS-IS, WHERE-IS,**” without any representations or warranties by the Estate or the Trustee of any nature whatsoever as to the use or the state of title of the Asset.

5. Upon information and belief, there are no perfected liens on the Asset. Accordingly, the Trustee may sell the Asset free and clear of all liens, encumbrances, and interests of any kind or nature whatsoever, because the standards set forth in 11 U.S.C. § 363(f)(iv) have been satisfied.

6. The Trustee is authorized to take all actions necessary to effectuate the Sale of the Asset and all other relief granted pursuant to this Order. The Trustee has the authority to execute

all other documents reasonably required by the Contract, and no further consents or approvals are required for the Trustee to consummate the Sale.

7. All persons or entities holding any liens, encumbrances, or interests of any kind or nature whatsoever on or against the Asset (whether legal or equitable, secured or unsecured, prepetition or postpetition, matured or unmatured, fixed or contingent, liquidated or unliquidated, known or unknown) are forever barred, estopped and permanently enjoined from asserting such Liens against the Purchaser (in connection with the Asset) or the Asset.

8. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, or 9014, or otherwise, and pursuant to Bankruptcy Rule 8005, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. The Court shall retain exclusive jurisdiction to implement and effectuate the provisions of this Order and to resolve any issue or dispute concerning (i) the interpretation, implementation, or enforcement of this Order or any issue or dispute concerning the Sale of the Asset free and clear of liens, encumbrances, and interests of any kind.

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Submitted by:

Christopher Spuches, Esq.

Counsel for Trustee

cbs@ecclegal.com

EHRENSTEIN CHARBONNEAU CALDERIN

501 Brickell Key Drive, Suite 300

Miami, FL 33131

www.ecclegal.com

Copy to: Attorney Spuches, who is directed to serve a conforming copy herein upon all interested parties.