

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

In re: ) Chapter 15  
)  
Eastern Continental Mining and )  
Development Ltd., ) Case No.: 16-\_\_\_\_\_  
)  
Debtor. )

**MOTION OF NINOS KOUMETTOU, AS FOREIGN REPRESENTATIVE OF  
EASTERN CONTINENTAL MINING AND DEVELOPMENT LTD.,  
FOR AN ORDER GRANTING CERTAIN PROVISIONAL RELIEF**

Ninos Koumettou, in his capacity as the liquidator and authorized foreign representative (the “Foreign Representative”) for the above-captioned debtor (the “Debtor”) in a proceeding (the “UK Proceeding”) commenced under the United Kingdom’s Insolvency Rules 1986, respectfully submits this motion (the “Motion”), pursuant to sections 105(a), 1517, 1519, 1520 and 1521 of title 11 of the United States Code (the “Bankruptcy Code”), for entry of a provisional order: (i) recognizing and enforcing in the United States, on an interim basis, the UK Proceeding, (ii) granting an interim stay of execution against the Debtor’s assets and applying sections 362 and 365(e) of the Bankruptcy Code in this chapter 15 case (the “Chapter 15 Case”) on an interim basis, pursuant to sections 105(a), 1519(a)(3) and 1521 (a)(7) of the Bankruptcy Code, and (iii) applying, on an interim basis, section 108 of the Bankruptcy Code. In support of the Motion, the Foreign Representative refers the Court to the statements contained in the *Declaration of Ninos Koumettou in Support of the Verified Petition of Ninos Koumettou, as Foreign Representative of Eastern Continental Mining and Development Ltd., for (I) Recognition of Foreign Main Proceeding and (II) Certain Related Relief* (the “Koumettou Declaration”), which was filed concurrently herewith and is incorporated by reference. In further support of the relief requested herein, the Foreign Representative respectfully represents

as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider the Motion pursuant to sections 157 and 1334 of title 28 of the United States Code. This case has been properly commenced pursuant to section 1504 of the Bankruptcy Code by the filing of a petition for recognition (the “Petition for Recognition”) of the UK Proceeding under section 1515 of the Bankruptcy Code. This is a core proceeding under section 157(b)(2)(P) of title 28 of the United States Code. Venue is proper in this District pursuant to section 1410 of title 28 of the United States Code. The statutory predicates for the relief requested herein are sections 105,362,364,365, 1519 and 1521 of the Bankruptcy Code.

**BACKGROUND**

2. The Debtor was incorporated on May 18, 2010 under the Companies Act 2006 as a private company by the Registrar of Companies for England and Wales. The Debtor’s registered office and principal place of business is located at 59-60 Cornhill, 1st Floor, London EC3V 3PD, England. The Debtor has approximately eighty shareholders and two officers - Secretary and Director Lawrence Denault and Director David Pape.

3. Based in London, the Debtor was formed to explore and develop direct investment opportunities in the Asian raw materials and mineral resources sector. The Debtor planned to construct networks of mineral mining and collection, processing and shipping centers. Its principal focus was developing opportunities in Indonesia, with a view to exporting to other Asian economies including China, India, Japan, and Korea. As part of its commitment to sustainable development, all of the Debtor’s projects were tailored to advance the interests of local communities – a key selling points to gain the support of the Indonesian government. The

Debtor's micro port projects were to open isolated districts to new development opportunities, employment opportunities and investments in local infrastructure. Additionally, the micro ports would also help reduce waste and increase productivity by bringing new levels of efficiency to an otherwise outdated trade cycle.

4. Debtor looked at and evaluated over 100 potential projects. After identifying the ones that were potentially the most lucrative, the Debtor entered into a joint venture with the holders of six concessions for mining from the government of Indonesia, all of which were located on the islands of Sumatra and Java. The Debtor's plan was to focus initially on establishing mining and related operations for the mining of iron sand on Java. Iron sand mining is the fastest and least capital intensive way to enter the mining sector, and iron sands contain high amounts of iron and other valuable minerals and metals.

5. After generating revenues through its iron sand concession on Java, Debtor planned to mine for iron ore on an adjacent concession and prepare to build up additional processing for the separation and processing of titanium dioxide from the iron sands.

6. To execute its plans, Debtor needed to raise \$50 million in capital. Signet Group LLC ("SG") indicated that it had the unique capability to raise the required funds for the Debtor. In connection with its efforts to raise such funds, Debtor spent substantial sums, mainly through payments to SG, entities affiliated with SG and/or entities with which SG had or desired to have an ongoing working relationship.

7. Both Debtor and SG determined that, if the \$50 million could be raised, within 12 months of the commencement of the iron sand project, Debtor would have a profit of \$4 million. Debtor and SG further determined that in the ensuing years, Debtor could, through its iron sands concession, expect to have profits of \$19 million to \$78 million per year.

8. SG proposed to raise the required funds by: (a) assembling and acquiring a pool of life insurance policies; (b) forming an entity to issue \$500 million in notes, the obligations of which were to be covered by proceeds from the life insurance policies; and (c) use \$50 million of the \$500 million in proceeds from the notes offering to provide the funding for Debtor's mining project.

9. Unfortunately, SG was not truthful about its accomplishments and ability to raise the necessary funds. SG wrongfully led Debtor to believe that SG had the experience and capacity to discharge its contractual obligations when SG plainly did not. Thus, while SG led Debtor to believe that SG had a track record of success, that was not the case. In actuality, SG had never accomplished any financing of the type sought by Debtor. Debtor would not have entered into agreements with SG and incurred over \$1 million in costs if SG had not misled Debtor about SG's accomplishments.

10. Further, SG breached its obligations under its retention agreement (the "Retention Agreement") with the Debtor. Based on the plain language of the Retention Agreement, SG made binding commitments to Debtor to perform the services "necessary or appropriate ... for the acquisition of" interests in 600 or more life insurance policies and/or to "assure" the acquisition of such policies. These commitments went to the heart of the services that SG was to provide. Without the assets that were to serve as the source of payments of the notes to investors, the notes could not be issued, and thus the funds that were to be loaned to Debtor to finance its mining project could not be raised. Despite its commitments, SG never performed its duties. SG did not, as it was required to do, perform those services "necessary or appropriate, applying normal and customary industry standards, for the acquisition" of approved assets, nor did it "assure" the acquisition of the Approved Assets.

11. SG's failure to fulfill its obligations the Retention Agreement has resulted in multi-million dollar losses to Debtor. If SG had performed the services necessary to acquire and/or "assured" the acquisition of the source of payments for the notes (i.e., the pool of life insurance policies), there would have been no reason for the issuance of the notes, and the funding of Debtor's mining operations, not to occur. It was SG's failure in this regard that prevented the financing of Debtor's project from occurring. Debtor lost the opportunity to participate in the joint ventures that had been granted concessions by the government of Indonesia.

12. SG appears to have discontinued its business and transferred its assets and operations to Cygnus LS, LLC. Debtor asserts that this business scheme was an attempt by SG and its principals to hide assets and avoid making payment to Debtor.

13. On or about March 22, 2013, the Debtor filed a complaint in the Southern District of New York against SG and several of its individual principals alleging breach of the Retention Agreement and fraudulent misrepresentation. An amended complaint was filed to add Cygnus LS, LLC as a party. SG filed a counterclaim against the Debtor alleging that the Debtor had breached the Retention Agreement and owes SG in excess of \$250,000. Although several of the parties have since been dismissed from the litigation, the case is currently scheduled for trial beginning March 8, 2016.

14. As the Debtor was never able to obtain the financing necessary to conduct its operations, on or about January 13, 2016, the Debtor's shareholders voted to voluntarily wind up the company pursuant to the United Kingdom's Insolvency Rules 1986 and appointed Ninos Koumettou as liquidator and foreign representative of the company. After his appointment, the

Foreign Representative directed the filing of a voluntary petition under Chapter 15 of the Bankruptcy Code in this Court.

15. On the date hereof (the "Petition Date"), the Foreign Representative commenced this Chapter 15 case by filing, among other things, the Chapter 15 petition seeking recognition by this Court of the UK Proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code.

### **RELIEF REQUESTED**

16. By this Motion, the Foreign Representative seeks entry of an order, substantially in the form attached hereto, (i) recognizing and enforcing the UK Proceeding on an interim basis in the United States, (ii) granting an interim stay of execution against the Debtor's assets and applying sections 362 and 365(e) of the Bankruptcy Code in this chapter 15 case on an interim basis, pursuant to sections 105(a), 1519(a)(3) and 1521(a)(7) of the Bankruptcy Code, and (iii) applying, on an interim basis, section 108 of the Bankruptcy Code.

### **BASIS FOR RELIEF**

#### **Section 1519 of the Bankruptcy Code Authorizes the Requested Provisional Relief.**

17. Section 1519 of the Bankruptcy Code authorizes the Court to grant the Foreign Representative certain enumerated relief pending the Court's ruling on the Petition for Recognition: (a) from the time of filing a petition for recognition until the court rules on the petition, the court may, at the request of the foreign representative, where relief is urgently needed to protect the assets of the debtor or the interests of the creditors, grant relief of a provisional nature, including "(1) staying execution against the debtor's assets; [and] (3) any relief referred to in paragraph (3), (4) or (7) of section 1521(a)." 11 U.S.C. § 1519(a).

18. Section 1519(a)(3) of the Bankruptcy Code expressly authorizes the Court to grant to the Foreign Representative any relief referenced in, among others, section 1521(a)(7) of the Bankruptcy Code. Section 1521(a)(7), in turn, permits a court to grant any relief, with certain limited exceptions that are not applicable here, that would be available to a bankruptcy trustee, and therefore authorizes the Court to apply sections 105, 108,362, 364(e) and 365(e) of the Bankruptcy Code to the Chapter 15 Case on a provisional basis.

**The Requested Provisional Relief Is Justified.**

19. Provisional relief under section 1519 requires satisfaction of the standard for injunctive relief. 11 U.S.C. § 1519(e); *In re Innua Canada Ltd.*, Case No. 09-16362,2009 WL 1025088, at \*3 (Bankr. D. N.J. March 25,2009). That same standard applies to a request to extend and apply the automatic stay to a non-debtor entity. In the Third Circuit, that standard requires a movant to show that: (a) it has a likelihood of success on the merits; (b) it will suffer irreparable harm if the injunction is denied; (c) granting preliminary relief will not result in even greater harm to the nonmoving party; and (d) the public interest favors such relief. *Rogers v. Corbett*, 468 F.3d 188,192 (3d Cir. 2006) (citations omitted); *Kos Pharm., Inc. v. Andrx Corp.*, 369 F.3d 700, 708 (3d Cir. 2004) (citations omitted). The Foreign Representative submits that the standard is satisfied in this Chapter 15 Case.

**There Is a Substantial Likelihood of Recognition.**

20. As detailed more fully in the Petition for Recognition and the Koumettou Declaration, the Foreign Representative has set forth a compelling case for recognition of the UK Proceeding as a foreign main proceeding. The UK Proceeding is a “foreign proceeding” and the Foreign Representative is a “foreign representative,” as those terms are defined in the Bankruptcy Code. In addition, this Chapter 15 Case was duly and properly commenced by filing

the Petition for Recognition accompanied by all fees, documents and information required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), including: (a) a corporate ownership statement containing the information described in Bankruptcy Rule 7007.1; (b) a list containing (i) the names and addresses of all persons or bodies authorized to administer foreign proceedings of the Debtor, (ii) all parties to litigation pending in the United States in which the Debtor is a party at the time of the filing of the Petition for Recognition, and (iii) all entities against whom provisional relief is being sought under section 1519 of the Bankruptcy Code; and (c) a statement identifying all foreign proceedings with respect to the Debtors that are known to the Foreign Representative.

**The Debtor Will Suffer Irreparable Harm if the Request for Provisional Relief Is Denied.**

21. The stay in section 362 of the Bankruptcy Code is one of the fundamental protections provided by bankruptcy law, halting all collection efforts, harassment and foreclosure actions and providing debtors with necessary breathing room from the financial pressures that caused the bankruptcy filing. Section 365(e) of the Bankruptcy Code provides a debtor with similar relief by prohibiting counterparties from terminating contracts with the debtor solely because of the debtor’s bankruptcy filing. Similarly, section 108 permits a debtor to extend the time to assert causes of action or take other actions to preserve the debtor’s rights. If these protections were unavailable, the Debtor could face immediate and irreparable harm resulting from the litigation currently pending in the United States against the Debtor. Absent the provisional relief requested, default judgments could be entered against the Debtor.

22. Moreover, the relief requested is routinely granted to debtors in domestic proceedings and has been granted by bankruptcy courts in this district to other chapter 15

debtors. Absent immediate relief, the Debtor and its creditors will suffer immediate and irreparable harm.

**There Will Be No Harm to Creditors if the Provisional Relief Is Granted.**

23. The Debtor's creditors will not be harmed by the requested provisional relief as it will merely preserve the status quo and enable the Foreign Representative to wind down the Debtor's operations and liquidate the Debtor's assets in an orderly fashion. In fact, granting the request for provisional relief will benefit the Debtor's creditors because it will ensure the value of the Debtor's assets are preserved for the benefit of all creditors. Indeed, as stated in the legislative history to section 362 of the Bankruptcy Code:

The automatic stay also provides creditor protection. Without it, certain creditors would be able to pursue their own remedies against the debtor's property. Those who acted first would obtain payment of the claims in preference to and to the detriment of other creditors. Bankruptcy is designed to provide an orderly liquidation procedure under which all creditors are treated equally. A race of diligence by creditors for the debtor's assets prevents that.

House Report No. 95-595, 95th Cong., 1st Sess. 340-2 (1977). Similarly, the legislative history to section 365(e) provides:

Subsection (e) invalidates *ipso factor* [sic] or bankruptcy clauses. These clauses, protected under present law, automatically terminate the contract or lease, or permit the other contracting party to terminate the contract or lease, in the event of bankruptcy. This frequently hampers rehabilitation efforts. If the trustee may assume or assign the contract under the limitations imposed by the remainder of the section, then the contract or lease may be utilized to assist in the debtor's rehabilitation or liquidation.

House Report No. 95-595, 95th Cong., 1st Sess. 348-9 (1977).

24. The order approving this Motion (the "Order") will expressly allow any creditor who believes it has been harmed by the provisional relief to file a motion with the Court seeking relief from the Order. The Foreign Representative submits that there will be no harm to creditors if the Foreign Representative's request for provisional relief is granted.

**The Public Interest Favors Granting the Provisional Relief.**

25. As noted above, the requested provisional relief is consistent with the policy underlying bankruptcy law and is in the public interest because it will facilitate the orderly wind-down and liquidation of the Debtor's business for the benefit of the Debtor's creditors and other stakeholders. In addition, granting the provisional relief is in the public interest because it promotes cooperation between jurisdictions in cross-border insolvencies, which is an express purpose of chapter 15 of the Bankruptcy Code.

(a) The purpose of this chapter is to incorporate the Model Law on Cross-Border Insolvency so as to provide effective mechanisms for dealing with cases of cross-border insolvency with the objectives of-

(3) fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested entities, including the debtor;

(4) protection and maximization of the value of the debtors' assets; and

(5) facilitation of the rescue of financially troubled businesses, thereby protecting investment and preserving employment.

11 U.S.C. § 1501(a).

26. For the reasons stated above, courts in this circuit have frequently granted requests for similar provisional relief in chapter 15 cases. *See, In re Innua Canada Ltd.*, Case No. 09-16362, 2009 WL 1025088, at \*3 (Bankr. D. N.J. March 25, 2009) (order granting provisional relief, including protections of automatic stay); *In re Angiotech Pharm., Inc.*, Case No. 11-10269 (Bankr. D. Del. Jan. 31, 2011) (order granting provisional relief, including protections of automatic stay and 365(e)); *In re MAAX Corp.*, Case No. 08-11443 (Bankr. D. Del. July 14, 2008) (order granting provisional relief, including protections of 365(e)).

**NOTICE**

27. Notice of this Motion has been provided to: (a) the Office of the United States

Trustee for the District of Delaware, (b) all parties to litigation currently pending against the Debtor in the United States, and (c) all parties requesting notice. In addition, the Foreign Representative proposes to notify all creditors of the entry of the Order granting this Motion in the form and manner set forth in the *Motion for Order Scheduling Hearing and Specifying the Form and Manner of Service of Notice*, filed concurrently herewith. The Foreign Representative submits that the above notice and service constitutes reasonable and proper notice under the circumstances, and that no other or further notice is necessary or appropriate.

**NO PRIOR REQUEST**

28. No previous request for the relief requested herein has been made to this or any other court.

**CONCLUSION**

WHEREFORE, for all of the reasons stated above, the Foreign Representative respectfully requests that this Court: (a) enter an order, substantially in the form attached hereto; and (b) grant such other and further relief as this Court deems just and proper.

Dated: January 18, 2016  
Wilmington, Delaware

**CROSS & SIMON, LLC**

By: /s/ Kevin S. Mann  
Christopher P. Simon (No. 3697)  
Kevin S. Mann (No. 4576)  
1105 N. Market St., Suite 901  
Wilmington, DE 19801  
(302) 777-4200  
[csimon@crosslaw.com](mailto:csimon@crosslaw.com)  
[kmann@crosslaw.com](mailto:kmann@crosslaw.com)

*Counsel for the Foreign Representative*

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

In re:	)	Chapter 15
	)	
Eastern Continental Mining and	)	
Development Ltd.,	)	Case No.: 16-_____
	)	
Debtor.	)	Re: Docket No. ____

**ORDER GRANTING PROVISIONAL RELIEF**

Upon the motion (the “Motion”)<sup>1</sup> of Ninos Koumettou, in his capacity as the liquidator and authorized foreign representative (the “Foreign Representative”) for the above-captioned debtor (the “Debtor”) in a proceeding (the “UK Proceeding”) commenced under the United Kingdom’s Insolvency Rules 1986, for entry of a provisional order, pursuant to sections 105( a), 362,364,365, 1519 and 1521 of the Bankruptcy Code: (i) recognizing and enforcing in the United States, on an interim basis, the UK Proceeding, (ii) granting an interim stay of execution against the Debtor’s assets and applying sections 362 and 365(e) of the Bankruptcy Code in this chapter 15 case (the “Chapter 15 Case”) on an interim basis, pursuant to sections 105(a), 1519(a)(3) and 1521 (a)(7) of the Bankruptcy Code, and (iii) applying, on an interim basis, section 108 of the Bankruptcy Code; and the Court having reviewed the Motion, the Petition for Recognition, and the Koumettou Declaration, and having considered the statements of counsel with respect to the Motion at a hearing before the Court (the “Hearing”); and appropriate and timely notice of the filing of the Motion and the Hearing having been given; and no other or further notice being necessary or required; and the Court having determined that the legal and factual bases set forth in the Motion, the Petition for Recognition and the Koumettou Declaration, and all other

---

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

pleadings and proceedings in this case establish just cause to grant the relief ordered herein, and after due deliberation therefore,

**THE COURT HEREBY FINDS AND DETERMINES THAT:**

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P). Venue for this proceeding is proper before this Court pursuant to 28 U.S.C. § 1410.

C. The Foreign Representative has demonstrated a substantial likelihood of success on the merits that (i) the Debtor is subject to a pending "foreign main proceeding" as that term is defined in section 1502(4) of the Bankruptcy Code, (ii) the Foreign Representative is a "foreign representative" as that term is defined in section 101(24) of the Bankruptcy Code, and (iii) all statutory elements for recognition of the UK Proceeding are satisfied in accordance with section 1517 of the Bankruptcy Code.

D. The Foreign Representative has demonstrated that (i) the commencement of any proceeding or action against the Debtor and its businesses and assets, should be enjoined pursuant to sections 105(a), 1519 and 1521 of the Bankruptcy Code, which protections, in each case, shall be coextensive with the provisions of section 362 of the Bankruptcy Code to permit the fair and efficient administration of the UK Proceeding and to allow the Foreign Representative to supervise an orderly liquidation of the assets of the Debtor; and (ii) the relief

requested will not cause either an undue hardship nor create any hardship to parties in interest that is not outweighed by the benefits of the relief granted herein.

E. The Foreign Representative has demonstrated that unless this Order is issued, there is a material risk that one or more parties in interest will take action against the Debtor or its assets, thereby interfering with the jurisdictional mandate of this Court under chapter 15 of the Bankruptcy Code, interfering with and causing harm to the Foreign Representative's efforts to liquidate the Debtor's assets. As a result, the Debtor will suffer immediate and irreparable harm for which it will have no adequate remedy at law and therefor it is necessary that the Court grant the relief requested without prior notice to parties in interest or their counsel.

F. The Foreign Representative has demonstrated that no injury will result to any party that is greater than the harm to the Debtor's business, assets, and property in the absence of the requested relief.

G. The interests of the public will be served by entry of this Order.

H. The Foreign Representative and the Debtor are entitled to the full protections and rights available pursuant to section 1519(a)(1)-(3) of the Bankruptcy Code.

**NOW, THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

1. The Motion is granted.
2. The UK Proceeding is hereby enforced on an interim basis.
3. While this Order is in effect, the Foreign Representative and the Debtor shall be entitled to the full protections and rights under section 1519(a)(1), which protections shall be coextensive with the provisions of section 362 of the Bankruptcy Code, and this Order shall operate as a stay of any execution against the Debtor's assets within the territorial jurisdiction of

the United States. Specifically, all persons and entities are hereby enjoined from (a) continuing any action or commencing any additional action involving the Debtors, its assets or the proceeds thereof, (b) enforcing any judicial, quasi-judicial, administrative or regulatory judgment, assessment or order or arbitration award against the Debtors or its assets, (c) commencing or continuing any action to create, perfect or enforce any lien, setoff or other claim against the Debtors or any of its property, or (d) managing or exercising control over the Debtor's assets located within the territorial jurisdiction of the United States except as expressly authorized by the Debtors in writing.

4. Pursuant to sections 1519(a)(3) and 1521(a)(7) of the Bankruptcy Code, (a) section 108 is hereby made applicable to the Debtors in this Chapter 15 Case, (b) section 362 of the Bankruptcy Code is hereby made applicable in the Chapter 15 Case to the Debtors and the property of the Debtors within the territorial jurisdiction of the United States, and (c) section 365(e) of the Bankruptcy Code is hereby made applicable to the Debtors in this Chapter 15 Case.

5. Notwithstanding anything to the contrary contained herein, this Order shall not be construed as (a) enjoining the police or regulatory act of a governmental unit, including a criminal action or proceeding, to the extent not stayed under section 362 of the Bankruptcy Code or (b) staying the exercise of any rights that section 362(0) of the Bankruptcy Code does not allow to be stayed.

6. Pending disposition of the Chapter 15 Petition, pursuant to section 1519(a)(3) and 1521(a)(7) of the Bankruptcy Code, section 362 is applicable to the Debtors and the property of the Debtors within the territorial jurisdiction of the United States in the Chapter 15 Case.

7. Any party in interest may make a motion seeking relief from, or modification of, this Order, by filing a motion on not less than seven (7) business days' written notice to Cross &

Simon, LLC, 1105 N. Market Street, Suite 901, Wilmington, DE 19801 (Attention: Kevin S. Mann, Esq. and Christopher P. Simon, Esq.), and the Court will hear such motion on a date to be scheduled by the Court.

8. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (a) this Order shall be effective immediately and enforceable upon entry; (b) the Foreign Representative shall not be subject to any stay in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Foreign Representative is authorized and empowered, and may in its discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

9. Pursuant to Bankruptcy Rule 7065, the provisions of Federal Rule 65(c) are hereby waived, to the extent applicable.

10. This Court shall retain jurisdiction with respect to any and all matters relating to the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE