

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

In Re: Vanity Shop of Grand Forks, Inc., Debtor.	Case No.: 17-30112 Chapter 11
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INTERIM ORDERS: (I) AUTHORIZING THE DEBTOR TO ASSUME THE CONSULTING AGREEMENT, (II) AUTHORIZING AND APPROVING THE CONDUCT OF STORE CLOSING SALES, WITH SUCH SALES TO BE FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, AND (III) GRANTING RELATED RELIEF

Debtor filed a Motion for Interim and Final Orders: (I) Authorizing the Debtor to Assume the Consulting Agreement with Tiger Capital Group, LLC, (II) Authorizing and Approving Store Closing Sales Free and Clear of All Liens, Claim, and Encumbrances, and (III) Granting Related Relief (the “Motion”). Debtor requested an expedited hearing on the Motion, which the Court granted. Debtor served the motion and the notice of hearing.

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b) and venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b) and the Court finds that it has authority to enter a final order consistent with Article III Constitution.



After considering the First Day Declaration and other evidence offered at the hearing, reviewing other pleadings filed in this case and hearing arguments from counsel, the Court finds cause for granting the relief provided in this Order. Specifically, the Court finds:¹

A. Debtor advanced sound business reasons for entering into the Consulting Agreement, on an interim basis as set forth in the Motion and at the hearing, and entering into the Consulting Agreement is a reasonable exercise of the Debtor's business judgment and is in the best interest of the Debtor and its estate. A copy of the Consulting Agreement is attached as **Exhibit B** to the Motion. See Doc. 18 at 49-68.

B. Debtor represented: (i) the Debtor and its officers, directors, employees, agents and representatives, and the Consultant and its members, officers, directors, employees, agents and representatives acted in good faith; (ii) the Consulting Agreement was negotiated, proposed, and entered into by the Consultant and the Debtor without collusion or fraud, and in good faith and from arm's length bargaining positions; and (iii) the Consultant's prospective performance and payment of amounts owing under the Consulting Agreement are in good faith and for valid business purposes and uses.

C. The Sale Guidelines, as described in the Motion and attached as **Exhibit B** [Doc. 18 at 69-71], are reasonable and will maximize the returns on the Store Assets for the benefit of the Debtor's estate and creditors.

¹ The findings and conclusions set forth herein constitute this 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.

D. The Store Closing Sales, in accordance with the Sale Guidelines and with the assistance of the Consultant, will provide an efficient means for the Debtor to liquidate and dispose of the Store Assets as quickly and effectively as possible, and are in the best interests of the Debtor's estate.

E. The dispute resolution procedures set forth in this Interim Order are fair and reasonable, and comply with applicable law.

F. The Debtor has represented that, pursuant to the Motion, it is not seeking to either sell or lease personally identifiable information during the course of the Store Closing Sales at the Stores; provided, however, that the Consultant will be authorized to distribute emails and promotional materials to the Debtor's customers consistent with the Debtor's existing policies on the use of consumer information.

G. The relief granted in this Order is necessary to avoid immediate and irreparable harm to the Debtor and its estate, and the Debtor has demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

H. The relief outlined in this Interim Order is in the best interest of the Debtor, its estate and creditors and interested parties.

IT IS ORDERED THAT:

1. The Motion is GRANTED on an interim basis as provided in this Order.
2. A final hearing (the "**Final Hearing**") will be held before this Court on March 23, 2017, at 9:00 a.m. (CST) to consider the relief requested in the Motion on a final basis. All objections, if any, to the Motion shall be in writing and filed with this Court and served on (i) counsel to the Debtor, Vogel Law Firm, (ATTN: Jon Brakke and Caren Stanley), 218 NP Ave., Fargo, ND 58102, cstanley@vogellaw.com (ii) counsel to the Consultant, Cohen, Tauber,

Spievack & Wagner P.C., (ATTN: Robert A. Boghosian), 420 Lexington Ave, Suite 2400, New York, NY 10170, rboghosian@ctswlaw.com (iii) counsel to Wells Fargo, NA, Riemer & Braunstein LLP, (ATTN: Donald Rothman and Alexander Rheaume), Three Center Plaza, Boston, MA 02108, drothman@riemerlaw.com; (iv) counsel to any statutory committee (collectively, the “**Notice Parties**”). **Objections shall be filed on or before March 22, 2017 at noon. (CST).**

3. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order. The failure to specifically include any particular provision of the Consulting Agreement in this Interim Order shall not diminish or impair the effectiveness of such provisions. Debtor is authorized to comply with the Consulting Agreement and all of its provisions, payments and transactions to the extent they are consistent with this Interim Order.

4. To the extent there is any conflict between this Interim Order, the Sale Guidelines, and the Consulting Agreement, the terms of this Interim Order shall control over all other documents, and the Sale Guidelines shall control over the Consulting Agreement.

A. Effectiveness of the Consulting Agreement.

5. Subject to the entry of a final order, Consultant is retained by the Debtor on an interim basis pursuant to sections 327 and 328 of the Bankruptcy Code. The payment of all fees and reimbursement of expenses under the Consulting Agreement to Consultant, including payment of the Retainer to cover Expenses of the Sale, is approved on an interim basis under section 328(a) of the Bankruptcy Code without further order of the Bankruptcy Court and shall be free and clear of all liens, claims and encumbrances. All such payments of fees and reimbursement of expenses shall be made on a weekly basis in accordance with the terms of

the Consulting Agreement without further order of the Court. The Consulting Agreement is operative and effective on an interim basis. The Debtor is authorized to act and perform in accordance with the terms of the Consulting Agreement, including, but not limited to, making payments required by the Consulting Agreement to the Consultant without the need for any application of the Consultant or a further order of this Court, pending a final order on this motion. The Consultant is not required to maintain time records or file interim or final fee applications, but its fees and expenses are subject to review and objection in accordance with paragraph 39 of this Interim Order.

6. With respect to costs and expenses incurred by the Consultant pursuant to and in accordance with the Consulting Agreement and fees due to the Consultant on account of services provided from the date of the Consulting Agreement through the date of entry of this Interim Order, the Consultant shall be entitled to and shall receive reimbursement of such costs and expenses incurred and fees earned pursuant to and in accordance with the Consulting Agreement immediately upon entry of this Interim Order. These payments are subject to review and objection as outlined in paragraph 39 of this Interim Order.

7. Prior to the receipt of any payments under the Consulting Agreement, the Consultant shall file a declaration of disinterestedness.

8. Subject to the restrictions set forth in this Interim Order and the Sale Guidelines, the Debtor and the Consultant are authorized to take any and all actions as maybe necessary or desirable to implement the Consulting Agreement and the Store Closing Sales. The Debtor, the Consultant, and each of their respective officers, employees, and agents are authorized to execute such documents and to do such acts as are necessary or desirable to carry out the Store

Closing Sales and effectuate the Consulting Agreement and each of the transactions and related actions contemplated or set forth therein.

9. This Interim Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Store Assets.

10. Subject to the entry of a final order, this Interim Order and the terms and provisions of the Consulting Agreement shall be binding on all of the Debtor's creditors (whether known or unknown), the Debtor, the Consultant, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Store Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. Subject to the entry of a final order, the provisions of this Interim Order and the terms and provisions of the Consulting Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan of the Debtor or converting the Debtor's case from Chapter 11 to Chapter 7, and the terms and provisions of the Consulting Agreement, as well as the rights and interests granted pursuant to this Interim Order and the Consulting Agreement, shall be binding upon the Debtor, the Consultant and their respective successors and permitted

assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtor under Chapter 7 or Chapter 11 of the Bankruptcy Code.

B. Authority to Engage in the Store Closing Sales.

11. The Debtor is authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to conduct the Store Closing Sales in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreement.

12. The Sale Guidelines are approved.

13. All entities that are presently in possession of some or all of the Store Assets in which the Debtor holds an interest that are or may be subject to the Consulting Agreement or this Interim Order hereby are directed to surrender possession of such Store Assets to the Debtor or the Consultant.

14. Except as provided herein, neither the Debtor nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any governmental unit of any kind (a “**Governmental Unit**”) or any landlord with respect to any of the Stores (a “**Landlord**”), to conduct the Store Closing Sales and any related activities in accordance with the Sale Guidelines.

15. No Landlord, licensor, property owner, and/or property manager shall prohibit, restrict, or otherwise interfere with any of the Store Closing Sales.

16. The Debtor is authorized to discontinue operations at the Stores in accordance with this Interim Order and the Sale Guidelines.

C. Conducting the Store Closing Sales.

17. All newspapers and other advertising media in which the Store Closing Sales may be advertised and all Landlords are directed to accept this Interim Order as binding

authority so as to authorize the Debtor and the Consultant to conduct the Store Closing Sales and the sale of Store Assets pursuant to the Consulting Agreement and the Sale Guidelines, including, without limitation, to conduct and advertise the sale of the Store Assets and the Additional Merchandise in the manner contemplated by and in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreement.

18. Nothing in this Interim Order or the Consulting Agreement releases the Debtor or the Consultant from complying with laws and regulations of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, “**General Laws**”).

19. The Debtor and the Consultant are authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreement and to conduct the Store Closing Sales without the need for a further order of this Court, including, but not limited to, advertising the sale as a “going out of business”, “total liquidation”, “store closing”, “sale on everything”, “everything must go” or similar sale in accordance with the Sale Guidelines (including, without limitation, the posting of signs, the use of exterior banners at non-enclosed mall Stores and at enclosed mall Stores to the extent the applicable entrance does not require entry into the enclosed mall common area, the use of sign-walkers and street signage), notwithstanding any applicable non-bankruptcy laws that restrict such sales and activities (subject to the Resolution Procedures for Disputes Regarding Liquidation Laws discussed below), and notwithstanding any provision in any lease, sublease, license, or other agreement related to occupancy, “going dark,” or abandonment of assets (subject to the entry of a Final

Order), or other provisions that purport to prohibit, restrict, or otherwise interfere with the Store Closing Sales.

20. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the sale of the Store Assets and Additional Merchandise, to the extent that disputes arise during the course of the Store Closing Sales regarding laws regulating the use of sign-walkers, banners, or other advertising, and the Debtors and the Consultant are unable to resolve the matter consensually with a governmental unit, any party may request an immediate hearing with this Court pursuant to these provisions.

21. No person or entity, including, but not limited to, any Landlord, service providers, utility provider, and creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder the Store Closing Sales or the sale of Store Assets and the Additional Merchandise, or the advertising and promotion of the Store Closing Sales.

22. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Stores and all related Store services, furniture, fixtures, equipment, and other assets of the Debtors for the purpose of conducting the store Closing Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines and this Interim Order.

23. The Consultant shall (i) honor gift cards and coupons that were issued by or on behalf the Debtor prior to the Petition Date and (ii) for the first 10 days after the Petition Date, accept a return or exchange of Merchandise sold by the Debtor prior to the Petition Date, provided that such return or exchange is otherwise in compliance with the Debtor's applicable policies and procedures that were in place at the time the Merchandise was purchased.

24. All sales of all Store Assets shall be “as is” and final. Conspicuous signs stating that “all sales are final” and “as is” will be posted at the cash register areas at all Stores.

25. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreement. The Debtor remains responsible for the payment of any and all sales taxes. The Debtor is directed to remit all taxes accruing from the store Closing Sales to the applicable Governmental Units as and when due, provided that in the case of a bona fide dispute, the Debtor shall pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtor shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected.

26. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtor, is authorized to sell all Store Assets pursuant to the Consulting Agreement and in accordance with the Sale Guidelines. All sales of Store Assets, whether by the Consultant or the Debtor, shall be free and clear of any and all liens, claims, and encumbrances; provided, however, that any liens, claims, and encumbrances shall attach to the proceeds of the sale of the applicable Store Assets with the same validity and priority and to the same extent and amount that any such liens, claims, and encumbrances had with respect to such Store Assets, subject to any claims and defenses that the Debtor may possess with respect thereto. Further, to the extent any of the Debtor’s obligations to Wells Fargo remain outstanding, all proceeds from the Sale net of the amounts to be deposited into the Segregated Account (as defined in the Consulting Agreement), shall be segregated and paid to Wells Fargo in accordance with

the Stipulation Concerning Interim Use of Cash Collateral and Adequate Protection entered into between the Debtor and Wells Fargo, as approved by the Court.

27. To the extent that the Debtor proposes to sell or abandon Store Assets that may contain any personal and/or confidential information about the Debtor's employees and/or customers (the "**Confidential Information**"), the Debtor shall remove all such the Confidential Information from such Store Assets before they are sold or abandoned.

28. The Debtor and the Consultant are authorized and empowered to transfer Store Assets among the Stores and the DCs (as defined in the Consulting Agreement). The Consultant is authorized to sell or abandon the Store Assets in accordance with the terms of the Consulting Agreement and the Sale Guidelines; provided, however, to the extent any of the Store Assets remain at a Store on the effective date of rejection for the underlying lease, such Store Assets shall be deemed abandoned to the affected Landlord at the time of any rejection of the lease with the right of the Landlord to dispose of such property free and clear of all interests and without notice or liability to any person or entity.

29. In accordance with Section 6(iii) of the Consulting Agreement, the Consultant is authorized to supplement the Merchandise in the Stores with Additional Merchandise. Sales of Additional Merchandise shall be run through the Debtor's cash register systems; provided, however, that the Consultant shall mark the Additional Merchandise using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Merchandise from the sale of Merchandise. The Consultant shall provide signage in the Stores notifying customers that the Additional Merchandise have been included in the Sale.

30. The transactions under the Agreement relating to the Additional Merchandise are, and shall be construed as, a true consignment from the Consultant to the Debtor in all

respects and not a consignment for security purposes. At all times and for all purposes, the Additional Merchandise and their proceeds shall be the exclusive property of the Consultant, and no other person or entity (including, without limitation, the Debtor, or any third person claiming a security interest in the Debtor's property, including the Debtor's secured lender), shall have any claim against any of the Additional Merchandise or the identifiable proceeds thereof. Subject solely to Consultant's obligations to pay the Merchant the Additional Merchandise Fee and the security interest of the Lenders in such Additional Merchandise Fee, the Additional Merchandise and the identifiable proceeds thereof are not property of the Merchant (or the Merchant's estate) and do not constitute property of the Merchant's (or the Merchant's estate) subject to any Lender's lien. The Additional Merchandise shall at all times remain subject to the exclusive control of the Consultant, and the Consultant shall insure the Additional Merchandise and, if required, promptly file any proofs of loss with regard thereto. Debtor may grant a valid, binding and enforceable security interest in the Additional Merchandise and the proceeds thereof (with respect to the Additional Merchandise and the identifiable proceeds thereof, senior to all other liens against the Debtor's property on such collateral, including, without limitation, any liens in favor of the Debtor's secured lender), without providing notifications to parties claiming a security interest in Debtor's property (provided that Consultant is hereby authorized to deliver any notices and file any financing statements and amendments thereof under the applicable UCC identifying Consultant's interest in the Additional Merchandise (and any proceeds from the sale thereof) as consigned goods thereunder and the Debtor as the consignee therefor, and Agent's security interest in such Additional Merchandise and the proceeds thereof). In the event of a breach by the Debtor hereunder or under the Consulting Agreement, in any jurisdiction where the enforcement of

its rights hereunder is sought, the Consultant shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC.

31. The Consultant and the respective Landlord of each Store are authorized to enter into a side letter agreement (a “**Side Letter Agreement**”) to govern the conduct of the Closing Sales at the applicable Store and such Side Letter Agreements shall control over the Sale Guidelines.

D. Resolution Procedures for Disputes Regarding Liquidation Laws.

32. To the extent that the Store Closing Sales at the Stores are conducted in accordance with this Interim Order and the Sale Guidelines, and are therefore conducted under the supervision of this Court, such Closing Sales are authorized notwithstanding any federal, state, or local statute, ordinance, rule, or licensing requirement directed at regulating “going out of business”, “total liquidation”, “store closing”, “sale on everything”, “everything must go” or similar sale, or bulk sale laws, including laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers in connection with the sale and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions (collectively, the “**Liquidation Laws**”). The Debtor shall be presumed to be in compliance with all Liquidation Laws and are authorized on an interim basis to conduct the Closing Sales in accordance with the terms of this Interim Order and the Sale Guidelines without the necessity of showing compliance with any of the Liquidation Laws.

33. To the extent that any Governmental Unit asserts a dispute related to the any Liquidation Law, such Governmental Unit may assert a dispute (“**Liquidation Dispute**”) by serving written notice (“**Dispute Notice**”) of such Liquidation Dispute on the Notice Parties

and the affected Landlord. If the Debtor, the Consultant, the affected Landlord, and the Governmental Unit are unable to resolve the Liquidation Dispute within 14 days of service of the Dispute Notice, such Governmental Unit may file a motion with this Court requesting consideration and resolution of the Liquidation Dispute (a “**Dispute Resolution Motion**”), which shall be heard as scheduled by the Court in this Chapter 11 case. The filing of a Dispute Resolution Motion shall not be deemed to affect the finality of this Interim Order or to limit or interfere with the Debtor’s or the Consultant’s ability to conduct or to continue to conduct the Store Closing Sales pursuant to this Interim Order and in accordance with the Sale Guidelines, absent further order of this Court.

34. Within two (2) business days of the entry of this Interim Order, the Debtor shall serve copies of this Interim Order, which includes the Consulting Agreement and the Sale Guidelines, by email, facsimile, or regular mail on the Office of the United States Trustee for the District of North Dakota, (ii) the state attorney general in each state in which the Debtor operates a Store, (iii) the division of consumer protection for each state in which the Debtor operates a retail location; (iv) all applicable federal, state, and local taxing authorities having jurisdiction over any Store or any of the Store Assets, including, without limitation, the Internal Revenue Service, and (v) each Landlord.

35. Debtor is authorized to grant the Consultant a valid, duly perfected first priority, senior security interests in and liens upon the Segregated Account (as defined in the Consulting Agreement) and all funds on deposit therein to secure the full payment and performance of all obligations of the Debtor to the Consultant in respect of the Merchandise Fee (as defined in the Consulting Agreement), the FF&E Fee (as defined in the Consulting Agreement), any proceeds from the sale of Additional Merchandise owed to Consultant and all of the Debtor’s

other payment obligations to the Consultant under the Consulting Agreement. Such security interest and lien created under the Consulting Agreement is (i) validly created, (ii) effective upon immediately upon execution of the Consulting Agreement, (iii) senior to all other liens on such collateral, including, without limitation, any liens in favor of the Debtor's secured lender, provided, however, the security interest granted to Consultant in accordance with Section 6(vi) of the Consulting Agreement shall be junior and subordinate in all respects to the security interests of Wells Fargo in the funds deposited in the Segregated Account to the extent and amount of any unperformed obligations by Consultant owing to the Debtor under the Consulting Agreement and hereunder. Such security interest and lien is deemed properly perfected without the necessity of filing UCC financing statements or any other documentation (provided that Consultant is authorized to deliver any notices and file any financing statements and amendments thereof under the applicable UCC identifying Consultant's security interest in such collateral). In the event of a breach by the Debtor hereunder or under the Consulting Agreement, in any jurisdiction where the enforcement of its rights hereunder is sought, the Consultant shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC.

36. Nothing in this Interim Order shall be deemed to constitute a postpetition assumption of any agreement under section 365 of the Bankruptcy Code.

37. Non-material modifications, amendments, or supplementations to the Consulting Agreement and related documents by the parties may be made in accordance with the terms thereof without further order of this Court.

38. The Consultant shall not be liable for any claims against the Debtor, and the Debtor shall not be liable for any claims against the Consultant, in each case, other than as

expressly provided for in the Consulting Agreement. The Consultant shall have no successor liability whatsoever with respect to any liens, claims or encumbrances of any nature that may exist against the Debtor.

39. Within thirty (30) days of the conclusion of the Store Closing Sales process, the Debtor shall file with this Court a summary report of such process that will include: (i) the Stores closed and (ii) gross revenue from Store Closing Assets sold, and also provide the Office of the United States Trustee for the District of North Dakota (the “**U.S. Trustee**”), any statutory committee appointed in this Chapter 11 Case (the “**Committee**”), counsel to Debtor’s prepetition secured lender (the “**Lender**”), with (a) the calculation of and compensation paid to the Consultant and (b) expenses reimbursed to the Consultant, provided further that, subject to entry of the Final Order, only the U.S. Trustee, the Committee, and the Lender may, within twenty (20) days after such report is filed and information is provided, object to the compensation paid or expenses reimbursed to the Consultant only as to and on the following grounds: (i) that the calculation of the compensation paid to the Consultant pursuant to the compensation structure contemplated by the Agreement as of the date of the Final Order was not performed correctly; (ii) the calculation and reasonableness of any compensation paid to the Consultant pursuant to a compensation structure other than as reflected in the Agreement as of the date of the Final Order, if applicable; and (iii) the reasonableness of any expenses reimbursed by the Debtor to the Consultant that were in excess of the expense budget(s) filed with this Court.

40. The Consultant is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Interim Order, the various

procedures contemplated herein, any issues related to or otherwise connected to the Store Closing Sales and the Consulting Agreement.

41. This Court shall retain exclusive jurisdiction with regard to all issues or disputes arising from or relating to the implementation, interpretation, or enforcement of this Interim Order or the Consulting Agreement, including, but not limited to, any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit the Store Closing Sales in accordance with the Sale Guidelines, or any other disputes related to the Store Closing Sales. No parties or person shall take any action against the Debtor or the Consultant until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

42. The Debtor is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in respect of payments made in accordance with this Interim Order that are dishonored or rejected.

43. Each of the Debtor's banks and financial institutions is authorized to honor checks presented for payment and all fund transfer requests made by the Debtor, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Interim Order and any other order of this Court.

44. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

45. Nothing in this Interim Order is intended to affect any rights of any Governmental Unit to enforce any law affecting the Debtor's conduct of the Store Closing Sales prior to the Petition Date.

46. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

47. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

Dated this 3rd day of March, 2017.

A handwritten signature in black ink that reads "Shon Hastings". The signature is written in a cursive, flowing style.

SHON HASTINGS, JUDGE
UNITED STATES BANKRUPTCY JUDGE