

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

In re:	)	
Three Points Center North Carolina, LLC	)	Case No. 25-11440 JGR
.	)	Chapter 7
	)	
In re:	)	
Three Points Center, LLC	)	Case No. 25-11441 JGR
	)	Chapter 7
	)	
In re:	)	
Three Points Properties North Carolina, LLC	)	Case No. 25-11443 JGR
	)	Chapter 7
	)	
In re:	)	Case No. 25-11444-JGR
Three Points Properties, LLC	)	Chapter 7
	)	
	)	Jointly Administered Under
	)	Case No. 25-11440-JGR

**ORDER (A) APPROVING BIDDING PROCEDURES AND BID
PROTECTIONS IN CONNECTION WITH THE SALE OF ESTATE ASSETS,
(B) APPROVING THE FORM AND MANNER OF
NOTICE THEREOF, (C) SCHEDULING AN AUCTION AND A SALE HEARING,
AND (D) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)¹ of Harvey Sender, in his capacity as chapter 7 trustee (“Trustee”) of Three Points Center North Carolina, LLC, Three Points Center, LLC, Three Points Properties North Carolina, LLC, and Three Points Properties, LLC, which are jointly administered under Case No. 25-11440-JGR (collectively, the “Debtor”), for entry of an order (this “Order”), (a) authorizing and approving the bidding procedures attached hereto as **Exhibit 1** (the “Bidding Procedures”), (b) approving the Bid Protections in connection with the sale of estate assets (the

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

“Assets”), (c) approving the form and manner of notice of the Auction and the Sale Hearing with respect to the Assets, and (d) scheduling an Auction and a Sale Hearing; it appearing that the relief requested is in the best interests of the Estate, its creditors, and other parties in interest; notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefore, **THE COURT FINDS 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 that 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 over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The bases for the relief requested in the Motion are: (i) sections 105(a), 363, 503, and 507 of the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”); (ii) Rules 2002, 6004-1(f), 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and (iii) Rules 2002-1, and 9013-1 of the Court’s Local Bankruptcy Rules, Forms and Appendix (the “Local Rules”).

D. Notice of the Motion has been given to: (i) the Office of the United States Trustee for the District of Colorado (the “U.S. Trustee”); (ii) the Internal Revenue Service; (iii) counsel to the Stalking Horse Bidder; (iv) all parties who have expressed a written interest in some or all of the Assets; (v) all known holders of liens, encumbrances, and other claims secured by the Assets

as reflected on each Debtor's Schedule D filed as required by Section 521(a)(1)(A) of the Bankruptcy Code; and (vi) any party that has requested notice pursuant to Bankruptcy Rule 2002.

E. The Trustee has articulated good and sufficient reasons for this Court to: (i) approve the Bidding Procedures; (ii) schedule the Auction and Sale Hearing and approve the manner of notice of the Auction and Sale Hearing; and (iii) grant the Breakup Fee as provided in the Stalking Horse Purchase Agreement and in this Order.

F. The Breakup Fee: (i) shall, if triggered, be deemed actual and necessary costs and expenses of preserving the estate, within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code; (ii) is commensurate to the real and substantial benefit conferred upon the estate by the Stalking Horse Bidder; (iii) is reasonable and appropriate, including in light of the size and nature of the proposed Sale and comparable transactions, the commitments that have been made, and the efforts that have been and will be expended by the Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to better and higher offers; and (iv) is necessary to induce the Stalking Horse Bidder to pursue the Sale and to be bound by the Stalking Horse Purchase Agreement.

G. The Breakup Fee and the Minimum Overbid (together, the "Bid Protections") were a material inducement to, and express condition of, the Stalking Horse Bidder's willingness to submit a bid through execution of the Stalking Horse Purchase Agreement that will serve as a minimum or floor bid on which the estate, its creditors, suppliers, vendors, and other bidders may rely. The Stalking Horse Bidder has provided a material benefit to the estate and its creditors by increasing the likelihood that, given the circumstances, the best possible price for the Assets will be received. Accordingly, the Bidding Procedures and the Bid Protections are reasonable and appropriate and represent the best method for maximizing value for the benefit of the estate.

H. The Bidding Procedures and the Stalking Horse Purchase Agreement, were negotiated by the parties at arms' length and in good faith by the Trustee and the Stalking Horse Bidder.

I. ***Sale Notice.*** The sale notice, substantially in the form attached hereto as **Exhibit 2** (the "**Sale Notice**"), is reasonably calculated to provide interested parties with timely and proper notice of the proposed sale, including, without limitation: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures; (iii) the deadline for filing objections to the Sale and entry of the Sale Order, and the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the Assets to be sold; (v) instructions for promptly obtaining copies of the Stalking Horse Purchase Agreement; (vi) a description of the Sale as being free and clear of liens, claims, encumbrances, and other interests (except as set forth in the applicable Stalking Horse Purchase Agreement), with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds; and no other or further notice of the Sale shall be required.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled.

I. Important Dates and Deadlines.

3. **Bid Deadline.** The deadline by which all Bids for the Estate's Assets must be actually received by the parties specified in the Bidding Procedures is 11:59 p.m. (prevailing Mountain Time), on **December 8, 2025** (the "Bid Deadline").

4. Auction. **December 12, 2025, at 10:00 a.m.** (prevailing Mountain Time), is the date and time the Auction, if one is needed. Such Auction will be held at the offices of the Trustee, Harvey Sender, 600 17th St., Ste. 2800-South, Denver, CO 80202, or such later time on such day or other place as the Trustee shall notify all Qualified Bidders who have submitted Qualified Bids. As set forth more fully in the Bidding Procedures, while the auction will be conducted openly and all creditors will be permitted to attend, only Qualified Bidders shall be permitted to make bids at the Auction.

5. Contact information for the following parties/participants is as follows:

Counsel to the Trustee	The Trustee
Goff & Goff, LLC 6800 N. 79 th St., Ste. 206 Niwot, Colorado 80503 Attn: Lance J. Goff E-Mail: lance@goff-law.com	Harvey Sender, Trustee 600 17th Street, Suite 2800 South Denver, Colorado 80202 E-Mail: Hsender@sendertrustee.com
The United States Trustee	Stalking Horse Bidder
Office of the United States Trustee Byron G. Rogers Federal Building 1961 Stout Street, Suite 12-200 Denver, Colorado 80202	Daniel Borchardt c/o Dentons Durham Jones Pinegar, P.C. 111 South Main Street, Ste. 2400 Salt Lake City, Utah 84111 Attention: Joshua E. Little E-Mail: Joshua.e.little@dentons.com

II. Auction, Bidding Procedures, and Related Relief.

6. The Bidding Procedures, substantially in the form attached hereto as **Exhibit 1**, are hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to the proposed sale of the Assets. Any party desiring to bid on

the Assets shall comply with the Bidding Procedures and this Order. The Trustee is authorized to take any and all actions necessary to implement the Bidding Procedures.

7. The Stalking Horse Bidder is deemed a Qualified Bidder, and the Stalking Horse Bid as set forth in the Stalking Horse Purchase Agreement is deemed a Qualified Bid.

8. If the Trustee does not receive any Qualified Bids (other than the Stalking Horse Bid): (a) the Trustee will not hold the Auction; (b) the Stalking Horse Bidder will be deemed the Successful Bidder for the Assets; and (c) the Trustee shall be authorized to seek approval of the Stalking Horse Purchase Agreement through entry of a Sale Order.

9. If the Trustee receives one or more Qualified Bids from Qualified Bidders (other than the Stalking Horse Bidder), then the Trustee shall conduct the Auction in accordance with the Bidding Procedures.

10. Each bidder participating at the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bidding Procedures. The Auction shall be conducted openly.

11. Subject to the terms of the Bidding Procedures, in the event of a competing Qualified Bid, the Stalking Horse Bidder will be entitled, but not obligated, to submit overbids.

12. The Trustee may (a) determine which Qualified Bid is the highest or otherwise best offer; (b) reject at any time before entry of an Order of the Bankruptcy Court approving the Successful Bid, any Bid (other than the Stalking Horse Bid) that, in the discretion of the Trustee, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of the Estate and its creditors; and (c) at or before the conclusion of the Auction, may impose such other terms and conditions

upon Qualified Bidders (except the Stalking Horse Bidder) as the Trustee determines to be in the best interests of the estate.

13. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fee, “topping,” termination, or other similar fee or payment, and by submitting a Bid, such person or entity is deemed to have waived its right to request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

III. Breakup Fee.

14. The Breakup Fee is approved on the terms set forth in the Stalking Horse Purchase Agreement. The Trustee is authorized to pay the Breakup Fee to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Purchase Agreement without further action or order by the Court and as and when due and payable under the Stalking Horse Purchase Agreement.

15. The Breakup Fee (if payable under the Stalking Horse Purchase Agreement in accordance with its terms and the terms of this Order, and until such Breakup Fee is paid) shall be an allowed administrative expense claim in the Debtor’s chapter 7 case pursuant to sections 503(b)(1) and 507(a)(2).

IV. Sale Hearing Notice.

16. The Sale Notice is hereby approved. On or within three (3) business days following entry of this Order, the Trustee shall cause the Sale Notice to be served on: (a) the U.S. Trustee; (b) counsel to the Stalking Horse Bidder; (c) all parties who have expressed a written interest in some or all of the Assets; (d) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or interest in the Assets; (e) the Internal Revenue Service; (f) all the Debtor’s other creditors; and (g) all other parties who are served with

notice of this Motion; and (q) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002.

V. Miscellaneous.

17. The Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

18. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

19. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: November 10, 2025.

A handwritten signature in black ink, appearing to be 'JR' or similar, written over a horizontal line.

Joseph G. Rosania, Jr.
United States Bankruptcy Judge