

# EXHIBIT D

**ORDER GRANTING JOINT MOTION OF SEASHORE AND MICHAEL B. SCHMIDT, CHAPTER 7 TRUSTEE FOR THE DEBTORS, TO SELL CERTAIN ASSETS OF THE DEBTORS' ESTATE PURSUANT TO BANKRUPTCY CODE SECTION 363(b) AND TO APPROVE SALES AGREEMENT**




ENTERED  
07/26/2011

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

In re	§	
	§	
BNP PETROLEUM CORPORATION	§	Case No. 09-20206
	§	
BNP OIL & GAS PROPERTIES, LTD.	§	Case No. 09-20612
	§	
	§	Chapter 7
	§	
Debtors.	§	Jointly Administered

**ORDER GRANTING JOINT MOTION OF SEASHORE AND MICHAEL B. SCHMIDT,  
CHAPTER 7 TRUSTEE FOR THE DEBTORS, TO SELL CERTAIN ASSETS OF THE  
DEBTORS' ESTATES PURSUANT TO BANKRUPTCY CODE SECTION 363(b) AND  
TO APPROVE SALE AGREEMENT  
(Related to Doc. No. 1185)**

Upon consideration of the Joint Motion of the Trustee and Toby Shor, Seashore Investments Management Trust, and 2004 GRAT (collectively, "Seashore"), to Sell Certain Assets of the Debtors' Estates Pursuant to Bankruptcy Code Section 363(b) and to Approve Sale Agreement (the "Motion"); and upon consideration of the arguments and evidence presented at the hearing held on July 19, 2011 and the final arguments presented at the hearing held on July 26, 2011; and based on the Findings of Fact and Conclusions of Law (the "Findings of Fact and Conclusions of Law") signed and entered by the Court in a separate document attached hereto as Exhibit A; it is therefore hereby:

1. ORDERED that the Motion is granted pursuant to the attached Findings of Fact and Conclusions of Law, *and the Court's oral ruling*  it is further
2. ORDERED that the Sale Agreement<sup>1</sup> is approved in its entirety pursuant to 11 U.S.C. § 363(b) as an exercise of the Trustee's sound business judgment; it is further

<sup>1</sup> All capitalized terms not defined herein are defined in the Motion.

3. ORDERED that the Sale Agreement and the settlement set forth therein is hereby approved pursuant to Bankruptcy Rule 9019, as in the best interests of the Debtors' estates; it is further

4. ORDERED that any request to approve or compel acceptance of the settlement agreement entered into by the Trustee and Paul Black on June 8, 2011, is denied with prejudice. Neither Seashore nor the Trustee breached the Black Settlement Agreement or violated any duties to Paul Black by entering into the Sale Agreement; it is further

5. ORDERED that Seashore is a bona fide purchaser in good faith entitled to all of the protections of Bankruptcy Code section 363(m), and the sale transaction may not be avoided under Bankruptcy Code section 363(n); it is further

6. ORDERED that the Trustee is authorized and directed to: (a) execute any and all instruments and documents, if any, that may be necessary to implement the Sale Agreement; (b) execute any and all documents, if any, that may be necessary to carry out the terms and conditions of the Sale Agreement; and (c) take any other actions required under the Sale Agreement; it is further

7. ORDERED that, as described in the Sale Agreement, all causes of action held by the Debtors' estates against the Black Entities (defined in the Sale Agreement) are hereby transferred, conveyed and assigned to Seashore or its designee without the need for the parties to execute any further instruments or documentation. Seashore or its designee shall be immediately substituted for the Trustee as party-plaintiff in any pending adversary proceeding and other actions against the Black Entities; it is further

8. ORDERED that the assets conveyed pursuant to the Sale Agreement are hereby transferred and conveyed free and clear of all liens, claims, and encumbrances, of any kind or

nature whatsoever in such property, pursuant to the terms of Bankruptcy Code section 363(f) because one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied; it is further

9. ORDERED that the Trustee shall dismiss with prejudice all claims against Seashore in Adversary Proc. No. 10-02022, and Seashore shall dismiss with prejudice any counterclaims against the Trustee in that adversary proceeding. The Trustee shall dismiss any opposition to Seashore's claims against the Black Entities in any other proceedings, including, but not limited to, appeal of the Judgment affirming the Arbitration Award obtained by Seashore; it is further

10. ORDERED that the Mutual Releases by the Trustee and Seashore as set forth in the Sale Agreement are hereby approved; it is further

11. ORDERED that Seashore is hereby allowed a general unsecured claim in the amount of \$26,203,994.66 in each of the Debtors' bankruptcy cases, with the limited subordination solely in the BNP Petroleum case (but not in the BNP Oil & Gas case) as set forth in the Sale Agreement; it is further

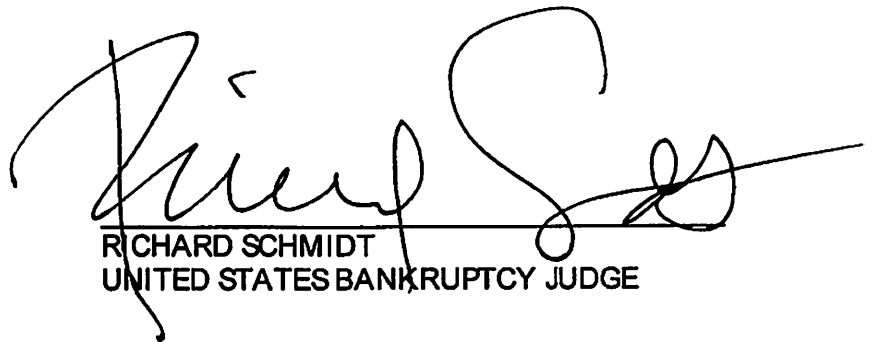
12. ORDERED that any and all objections to the entry of this Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, if any, hereby are denied and overruled on the merits with prejudice, including the objection of Paul Black; it is further

13. ORDERED that this Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rule 6004(h), and to any extent necessary under Bankruptcy Rules 9014, Rule 54(b) of the Federal Rules of Civil Procedure, made applicable by Bankruptcy Rule 7054, and any other applicable rule or law, the Court expressly finds that there

is no just reason for the delay in the implementation of this Order, waives any stay, and expressly directs entry of the order as set forth herein and authorizes an immediate closing of the Sale Agreement pursuant to this Order; and it is further

14. ORDERED that the automatic stay (to the extent applicable) is hereby lifted, and Seashore and the Trustee may pursue all collection remedies against Paul Black and the Black Entities.

Signed this 26 day of July, 2011.



RICHARD SCHMIDT  
UNITED STATES BANKRUPTCY JUDGE