

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	
	:	Chapter 11
WEISS MULTI-STRATEGY ADVISERS	:	
LLC, <i>et al.</i> , ¹	:	Case No. 24-10743 (MG)
	:	
Debtors.	:	(Jointly Administered)
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**ORDER, PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 363(B),
541(a)(1), AND 1108, AND BANKRUPTCY RULES 2002, 6004 AND 9006,
AUTHORIZING THE PRIVATE SALE OF CERTAIN RIGHTS, CLAIMS
AND CAUSES OF ACTION RELATED TO THE PORTUGUESE BONDS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) in the above-referenced Chapter 11 cases (the “Chapter 11 Cases”) for entry of an order, pursuant to sections 105(a), 363, 541(a)(1), and 1108 of Title 11 of the United States Code (“Bankruptcy Code”) and Rules 2002, 6004 and 9006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 5004-1 of the Local Rules (the “Local Bankruptcy Rules”) for the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”) and the Amended Guidelines for the Conduct of Asset Sales promulgated by General Order M-383 of the Bankruptcy Court (the “Sale Guidelines”), authorizing the Debtors to effectuate the sale and assignment of certain rights, claims and cause of action related to the Bonds pursuant to terms of the Trade Confirm [Docket No. 251-3]; and due and proper notice of the Motion having been given and it appearing that no other or further notice of the Motion is

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Weiss Multi-Strategy Advisers LLC (7518) (Case No. 24-10743); GWA, LLC (7079) (Case No. 24-10744); OGI Associates LLC (4493) (Case No. 24-10745); Weiss Special Operations LLC (7626) (Case No. 24-10746); and Weiss Multi-Strategy Funds LLC (8004) (Case No. 24-11075) (subject to pending request for joint administration). The location of Debtor Weiss Multi-Strategy Advisers LLC’s principal place of business is 320 Park Avenue, 20th Floor, New York, New York 10022, and the Debtors’ service address in these Chapter 11 Cases is P.O. Box 2857, Meriden, Connecticut 06450.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

required; and the Court having found that the court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, entered February 1, 2012; and this being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue of these Chapter 11 Cases is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and upon consideration of the objection filed by Jefferies Strategic Investments, LLC, Leucadia Asset Management Holdings LLC, and Jefferies LLC (the “Jefferies Entities Objection”) [Docket No. 267]; and upon the hearing held on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor; and upon the *Memorandum Opinion Granting Debtors’ Motion for Entry of an Order, Pursuant to Bankruptcy Code Sections 105(a), 363(b), 541(a), and 1108 and Bankruptcy Rules 2002, 6004, and 9006 Authorizing the Private Sale of Certain Rights, Claims, and Causes of Action Related to the Portuguese Bonds* [Docket No. 279], it is

HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein. The Jefferies Entities Objection is overruled.
2. The Trade Confirm and all terms and conditions therein to effectuate the Transaction are hereby approved in their entirety.
3. The consideration provided by the Buyer under the Trade Confirm for the purchase of the Bonds provides fair consideration and reasonably equivalent value to the Debtors. The

Transaction represents the best opportunity to maximize and realize value for the Debtors for the Bonds.

4. Approval of the Motion and the Trade Confirm and the consummation of the Transaction contemplated thereby are in the best interests of the Debtors, their creditors and other parties in interest.

5. The transfer of the Bonds to the Buyer will be, upon payment of the Purchase Price and consummation of the Transaction, a legal, valid, and effective transfer of the Bonds, which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors to the Bonds free and clear of any interest in such property of any entity, including, without limitation: (a) all liens and encumbrances relating to, accruing, or arising at any time prior to the consummation of the Transaction and (b) all debts arising under, relating to, or in connection with any act of the Debtors or any claims (as defined in section 101(5) of the Bankruptcy Code), liabilities (including successor or successor-in-interest liability), obligations, demands, guarantees, options in favor of third parties, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise.

6. As demonstrated by the representations of counsel and other evidence proffered or adduced at the Sale Hearing, the Debtors and their advisors marketed the Bonds to secure the highest and best offer for the Bonds. The terms of the Trade Confirm are fair and reasonable, and reflect the Debtors' exercise of prudent business judgment.

7. The Buyer is not an "insider" of the Debtors, as that term is defined in the Bankruptcy Code. No officer, director, manager, or other insider of the Debtors holds any interest in or is otherwise related to the Buyer.

8. The Buyer is purchasing the Bonds and has entered into the Trade Confirm in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding.

9. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Transaction contemplated by the Trade Confirm to be avoided under section 363(n) of the Bankruptcy Code. The Debtors and the Buyer were represented by their own respective counsel and other advisors during such arm's length negotiations in connection with the Trade Confirm and the Transaction.

10. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Bonds free and clear of any Interests in the Bonds.

11. Subject to the terms of the Trade Confirm and any related agreements, the Trade Confirm may be waived, modified, amended, or supplemented by agreement of the Seller and the Buyer without further action or order of the Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Trade Confirm and any related agreements.

12. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Buyer to the extent necessary, without further order of the Court, to allow the Buyer and the Debtors to deliver any notice provided for in the Trade Confirm and allow the Buyer and the Debtors to take any and all actions permitted under the Trade Confirm in accordance with the terms and conditions thereof.

13. This Order shall inure to the benefit of the Buyer, the Debtors, and their respective successors and assigns, including but not limited to any chapter 11 or chapter 7 trustee that may

be appointed in the Debtors' cases, and shall be binding upon any trustee, party, entity, or fiduciary that may be appointed in connection with this case or any other or further case involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

14. Notice of the Motion as provided therein provided timely, good and sufficient notice of such Motion and the Sale Hearing and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules were satisfied by such notice. A fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons or entities.

15. The disclosures made by the Debtors concerning the Motion, the Trade Confirm, the Sale Hearing, and the Transaction with the Buyer were good, complete, and adequate.

16. All objections to the Sale Motion or the relief requested therein that have not been adjourned, withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits and denied with prejudice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

19. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

New York, New York
Dated: November 27, 2024

/s/Martin Glenn
HONORABLE MARTIN GLENN
CHIEF UNITED STATES BANKRUPTCY JUDGE