

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:	Chapter 11
ARLINGTON RIDGE LLC,	Case No. 8:08-bk-15678-CED (Jointly Administered)
BLAIR HOMECRAFTERS OF LEESBURG LLC,	Case No. 8:08-bk-15679-CED
BLAIR COMMUNITIES, INC.,	Case No. 8:08-bk-15681-CED
YS HOLDINGS, INC.,	Case No. 8:08-bk-15683-CED
Debtors.	

**ORDER CONFIRMING THE DEBTORS' AMENDED
JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11
OF THE UNITED STATES BANKRUPTCY CODE**

THIS CASE came before the Court for hearing on February 10, 2009, at 2:00 p.m. (the “**Confirmation Hearing**”), to consider final approval of the Debtors’ Joint Amended Disclosure Statement for the Debtor’s Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code (the “**Amended Disclosure Statement**”) (Document No. 126), confirmation of the Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code (the “**Amended Plan**”) (Document No. 125), and Wachovia Bank, N.A.’s Objections to Debtors’ Amended Joint Disclosure Statement and Amended Joint Plan of Reorganization (the “**Wachovia Objection**”) (Document No. 164). The Court, having considered the Amended Disclosure Statement, the Amended Plan, the Debtors’ Confirmation Affidavit and Memorandum in Support of Confirmation (the

“**Confirmation Affidavit**”) (Document No. 168), the proffers made by Debtors’ counsel and counsel for the Debtors’ principals, and the arguments of counsel for the Debtors, counsel for the Debtors’ principals, and counsel for Wachovia Bank, N.A. (“**Wachovia**”), for the reasons stated orally and recorded in open court which shall constitute the decision, findings of fact, and conclusions of law of the Court, it is

ORDERED that:

1. ***Jurisdiction and Venue.*** This Court has jurisdiction pursuant to 28 U.S.C. §1334 over the Debtors, the Debtors’ Chapter 11 cases, all Claims against and Equity Interests in the Debtors, all Creditors of the Debtors, and all of the Debtors’ property, contracts, and assets, wherever located. Confirmation of the Amended Plan is a “core proceeding” pursuant to, and without limitation, 28 U.S.C. §§157(b)(2)(A), (L), and (O). The Court has jurisdiction to enter a final order with respect to Confirmation of the Amended Plan. Venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

2. ***Terms.*** All capitalized terms used in, but not defined in, this Confirmation Order shall have the meanings ascribed to them in the Amended Plan. The “Bankruptcy Code” and the “Code” mean the provisions of Title 11 of the United States Code. “F.R.B.P.” means the Federal Rules of Bankruptcy Procedure. The “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure and the Local Rules of this Court, read together.

3. ***Findings of Fact and Conclusions of Law.*** To the extent that any of the findings of fact set forth in this Confirmation Order are deemed to be conclusions of law, such findings of fact are confirmed as conclusions of law.

4. *Commencement of Chapter 11 Cases.* These Chapter 11 cases were commenced on October 8, 2008 (the “**Petition Date**”), the date on which the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. From the Petition Date, the Debtors remained in possession of their assets and properties as debtors in possession.

5. *Approval of Disclosure Statement.* On December 12, 2008, the Debtors filed the Debtors’ Joint Plan of Reorganization under Chapter 11 of the United States Bankruptcy Code (the “**Plan**”) (Document No. 95) and their Joint Disclosure Statement for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code (the “**Disclosure Statement**”) (Document No. 94). On December 19, 2008, the Court entered an order conditionally approving the Disclosure Statement, fixing the time for filing acceptances or rejections of the Plan, and scheduling a hearing on confirmation of the Plan (the “**Disclosure Statement Order**”) (Document No. 100). On January 14, 2009, the Debtors filed their Amended Plan and their Amended Disclosure Statement. The only creditor affected by the Amended Plan is Wachovia. On January 7, 2009, the Court granted the Debtors’ Emergency Motion to Establish Procedures for Service of the Debtors’ Amended Disclosure Statement and Amended Plan, and ordered that the Debtors were only required to serve the Amended Disclosure Statement and Amended Plan on Wachovia via CM/ECF (Document No. 150). The Amended Disclosure Statement meets the “adequate information” standards required by Section 1125 of the Code. The only objection to the Amended Disclosure Statement and confirmation of the Amended Plan which was filed with

the Court was the Wachovia Objection. The Wachovia Objection is overruled for the reasons announced in open court at the Confirmation Hearing.

6. ***Transmittal of Solicitation Materials.*** Pursuant to the Disclosure Statement Order, copies of the Disclosure Statement, the Plan, and the Disclosure Statement Order, together with a Ballot (collectively, the “**Solicitation Package**”), were mailed by the Debtors to all Creditors of the Debtors and to certain other parties in interest. Appropriate affidavits and certificates have been filed in the record regarding such service. Copies of the Solicitation Package were transmitted and served in substantial compliance with the Disclosure Statement Order, the Federal Rules of Bankruptcy Procedure including, without limitation, F.R.B.P. 3017(d), and the Local Rules of this Court, and such transmittal and service were adequate, sufficient and complied with due process.

7. ***Adequacy of Notice.*** Timely and proper notice of the Confirmation Hearing and the time fixed for filing objections to and Ballots accepting or rejecting the Plan and/or the Amended Plan was given to all appropriate Creditors and equity security holders and all parties in interest in accordance with orders of this Court. Such notice complied with due process and was adequate and sufficient to notify all appropriate Creditors and equity security holders and parties in interest of the Confirmation Hearing and the objection and voting deadlines as to the Plan and/or the Amended Plan. Such notice also complied in all respects with the procedural orders of this Court, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, including without limitation F.R.B.P. 2002, 3018, 3019, and 9006, and the Local Rules of this Court, and otherwise satisfied the requirements of due process. Adequate and sufficient notice of the Confirmation Hearing and other deadlines was given in

compliance with the Disclosure Statement Order, the Federal Rules of Bankruptcy Procedure, and the Local Rules of this Court.

8. **Confirmation Affidavit.** On February 5, 2009, the Debtors filed with the Court the Confirmation Affidavit. The Confirmation Affidavit was signed by Julie V. Fanelli, Secretary of Blair Communities, Inc., which is the manager of Arlington Ridge and Blair HomeCrafters.

9. **Ballots.** On February 10, 2009, the Debtors filed a Ballot Tabulation (the “**Ballot Tabulation**”) (Document No. 166) reflecting the acceptances and rejections of each Class that voted to accept or reject the Plan on or prior to the Voting Deadline.

10. **Modifications to the Plan.** As announced in open Court at the Confirmation Hearing, the Amended Plan is modified as follows:

(a) The definition of “CDD Bonds” in Article 2.1.1 of the Amended Plan is restated in its entirety as follows:

“**CDD Bonds**” means those certain Arlington Ridge Community Development District Special Assessment Bonds, Series 2006A, in the original aggregate principal amount of \$15,965,000, issued pursuant to that certain Master Trust Indenture and that certain First Supplemental Trust Indenture, both dated as of March 1, 2006, and both between Arlington Ridge Community Development District and U.S. Bank National Association, as Trustee under each of such indentures.

(b) The following definitions are added to Article 2.1.1. of the Amended Plan (such that read with Paragraph 2 hereof they shall apply to this Confirmation Order):

“**CDD Bondholder**” shall refer to Oppenheimer Rochester National Municipals, Oppenheimer AMT Free Municipals, and their affiliate(s) as beneficial owners, collectively, of 100% of the outstanding CDD Bonds.

“U.S. Bank National Association as Trustee” shall refer to U.S. Bank National Association as Trustee under each of that certain Master Trust Indenture and that certain First Supplemental Trust Indenture pertaining to the CDD Bonds, both dated as of March 1, 2006, and both between Arlington Ridge Community Development District and U.S. Bank National Association as Trustee.

(c) Article 5.8 of the Amended Plan is amended to reflect that Class 7 Unsecured

Claims are Impaired.

(d) Article 11.2 of the Amended Plan is restated in its entirety as follows:

“11.2 Exculpation from Liability. The Released Parties and U.S. Bank National Association, U.S. Bank National Association as Trustee, the CDD Bondholder, and the CDD shall neither have nor incur any liability whatsoever to any Person or Entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, or confirmation of the Amended Plan, the Amended Disclosure Statement, any Plan Document, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Amended Plan or the Reorganization Cases; provided, however, that this exculpation from liability provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the willful misconduct or gross negligence of any such party. The rights granted under this Article are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Released Parties have or obtain pursuant to any provision of the Bankruptcy Code or other applicable law. This exculpation from liability provision is an integral part of the Amended Plan and is essential to its implementation. Notwithstanding the foregoing, the provisions of this Article do not operate as a release of Wachovia’s claims against guarantors of the obligations owed to it.”

(e) The Debtors will honor home warranty claims pursuant to the terms of the agreement between the Blair Homecrafters of Leesburg LLC and the contract purchaser.

11. **Approval of Unsecured Creditors Fund.** At the Confirmation Hearing, counsel for the Debtors' principals proffered that M. Steven Sembler and Robert B. Young will fund the Unsecured Creditors Fund. The Unsecured Creditors Fund is approved.

12. **Compromises.** The CDD filed an unsecured claim in the amount of approximately \$11,205,722.00 ("**Claim No. 48-1**"). The Debtors and the CDD staff have agreed to propose to the CDD's Board of Supervisors and the CDD Bondholder a compromise of Claim No. 48-1 pursuant to which the CDD would withdraw Claim No. 48-1 and no amounts would be payable to the CDD in connection with Class 7 Unsecured Claims. Confirmation of the Amended Plan and the Effective Date are contingent upon the CDD's withdrawal of Claim No. 48-1. The Debtors and the CDD have acknowledged that the CDD's withdrawal of Claim No. 48-1 is entirely contingent upon both the written consent of the CDD Bondholder and the written consent of the CDD's Board of Supervisors. Such consents shall be evidenced only as follows: if and when the consent of the CDD Bondholder has been granted, U.S. Bank National Association as Trustee will file notice thereof with the Court; and if and when the consent of the CDD Board of Supervisors has been granted, the CDD will file notice thereof, and of the CDD's withdrawal of Claim No. 48-1, with the Court. Regardless of anything else in the Amended Plan, in this Confirmation Order, or in any other order entered in the Reorganization Cases:

- (a) All of the special assessments levied by the CDD with regard to the CDD Bonds, and otherwise, including without limitation all of the special assessments that are referenced in Claim No. 48-1, and pursuant to, among other things, Resolutions 2006-7, 2007-9, and 2008-11 of the CDD, and the liens of such special assessments continue to represent first priority governmental liens *pari passu* with ad valorem taxes and superior to any other lien and run with the land and are not affected by the

Amended Plan, this Confirmation Order, or any other order entered in the Reorganization Cases;

(b) Neither the Agreement by and between the CDD and Arlington Ridge regarding the Completion of Certain Improvements, dated March 21, 2006, nor the Agreement by and between the CDD and Arlington Ridge regarding the True Up and Payment of Series 2006 Assessments, dated March 21, 2006, are cancelled or waived as a result of the CDD's withdrawal of Claim No. 48-1;

(c) The true up obligation under Resolution 2006-7 of the CDD continues to run with the land through such resolution; and

(d) Pursuant to the Completion Agreement, the Debtors shall execute and deliver such deeds, instruments or documents, and take any and all other actions, that are necessary and appropriate to convey to and vest in title in the CDD, free and clear of any and all liens, claims, and encumbrances except as described in subparagraphs 12(a), 12(b), and 12(c) above, the roads and common tracts in Phases 1C and 2 as set forth in the Dedication contained on the recorded plats thereof.

The Court finds that, pursuant to Section 1123(b)(3) of the Bankruptcy Code and F.R.B.P. 9019(a), the Debtors have demonstrated that each of the compromises and settlements reflected or referenced in the Amended Plan or this Confirmation Order or announced by counsel for the Debtors or counsel for U.S. Bank National Association as Trustee at the Confirmation Hearing are fair, equitable, reasonable, and proper and are in the best interests of the Debtors' Estates and their Creditors.

The failure to reference or discuss this Paragraph 12, including but not limited to Paragraph 12's requirement that the confirmation of the Amended Plan is contingent upon the CDD's withdrawal of Claim No. 48-1, in other provisions of this Confirmation Order or the Amended Plan shall have no effect on the validity, binding effect, or enforceability of the provisions of this Paragraph 12, and the provisions of this Paragraph 12 shall be deemed to control all of the other provisions of this Confirmation Order and the Amended Plan, whether specifically stated or not.

Section 10.2 of the Amended Plan is amended to include the additional condition precedent that the Effective Date shall not occur and the Amended Plan shall not be consummated until the CDD withdraws Claim No. 48-1 pursuant to this Paragraph 12. This additional condition precedent is not subject to waiver.

13. ***Judicial Notice of Record.*** In connection with Confirmation of the Amended Plan, the Court takes judicial notice of the record in these cases, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of these cases.

14. ***Oral Findings of Fact Incorporated.*** All oral findings of fact and conclusions of law reached by the Court at the Confirmation Hearing are incorporated by reference and are made a part of this Confirmation Order, in accordance with F.R.B.P. 7052(a).

15. ***Benefit to Creditors.*** The Amended Plan, the statements of counsel, and the entire record reveal that the transactions contemplated by the Amended Plan will provide a significant benefit to all Creditors and will provide for payments to be made on account of Allowed Administrative Expense Claims, Priority Tax Claims, Priority Claims, Secured Claims, and Unsecured Claims.

16. ***Compliance with Sections 1122 and 1123.*** The Amended Plan complies with each of the applicable provisions of Title 11 of the United States Code including, without limitation, the provisions of Sections 1122 and 1123 of the Bankruptcy Code.

17. ***Compliance with Sections 1125 and 1126.*** The Debtors have complied with the disclosure and solicitation requirements of Sections 1125 and 1126 of the Bankruptcy Code. Further, the Amended Disclosure Statement and the Amended Plan contain adequate information for purposes of Section 1125, and no further disclosure is required by the Debtors in connection with the Amended Plan. The Debtors have acted in good faith and complied in all respects with Section 1125 of the Bankruptcy Code; F.R.B.P. 3017, 3018, and 3019; all procedural orders of this Court; all other applicable provisions of the Bankruptcy Code; and all other applicable laws, rules, and regulations.

18. ***Plan Compliance with Bankruptcy Code.*** The Amended Plan complies with all applicable provisions of the Bankruptcy Code, satisfying Section 1129(a)(1) of the Bankruptcy Code.

19. ***Compliance with Bankruptcy Code.*** The Debtors are proper debtors under Section 1109 of the Bankruptcy Code. The Debtors are proper proponents of the Amended Plan under Section 1121(a) of the Bankruptcy Code. The Debtors have complied with the applicable provisions of the Bankruptcy Code and the matters provided or permitted by orders of the Court. The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order in transmitting the Amended Plan, the Amended Disclosure Statement, the Ballot, and related documents and notices, and in soliciting and tabulating votes on the Amended Plan. The Debtors, as the proponents of the Amended Plan, therefore have complied with the applicable provisions of Title 11 of the United States Code, satisfying Section 1129(a)(2) of the Bankruptcy Code.

20. ***Plan Proposed in Good Faith.*** The Debtors have proposed the Amended Plan in good faith and not by any means forbidden by law, thereby satisfying Section 1129(a)(3) of the Bankruptcy Code. The Amended Plan provides for the payment in full of the principal amount of general unsecured claims of all non-insider creditors thirty days after the Effective Date of the Plan but without any provision for the payment of post-petition or post-confirmation interest. It leaves unimpaired the claims of the CDD and the claims of the Lake County Tax Collector for ad valorem real property taxes. The Amended Plan also provides for an orderly transition of Wachovia's Collateral to it in satisfaction of its Secured Claims. No party filed an objection to confirmation asserting that the Amended Plan has not been proposed in good faith and not by any means forbidden by law. Accordingly, the Court finds, pursuant to Rule 3020(b)(2) of the Federal Rules of Bankruptcy Procedure, that the Plan has been proposed in good faith and not by any means forbidden by law.

21. ***Payments for Services.*** Any payment made or to be made by the Reorganized Debtors for services or for costs and expenses in connection with these Chapter 11 cases, including all Administrative Expense Claims under Section 503 of the Bankruptcy Code, or in connection with the Amended Plan and incident to these Chapter 11 cases, has been approved by, or is subject to the approval of, the Court as reasonable, satisfying Section 1129(a)(4) of the Bankruptcy Code.

22. ***Directors and Officers.*** The Debtors have complied with Section 1129(a)(5) of the Bankruptcy Code by disclosing the identity of the executive officers and directors of the Debtors following the Effective Date.

23. ***No Government Regulation of Rates.*** Section 1129(a)(6) of the Bankruptcy Code is satisfied because the business of the Debtors and the Reorganized Debtors is not subject to governmental regulation of rates.

24. ***Best Interest of Creditors.*** The Amended Disclosure Statement, together with the evidence proffered at the Confirmation Hearing, (a) are persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) either have not been controverted by other persuasive evidence or have not been challenged; (c) are based upon reasonable and sound assumptions; (d) provide a reasonable estimate of the liquidation values of the Debtors upon a hypothetical conversion to cases under Chapter 7 of the Bankruptcy Code; and (e) establish that each Holder of a Claim in an Impaired Class that has not accepted the Plan will receive or retain under the Plan, on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive if the Debtors hypothetically were liquidated under Chapter 7 of the Bankruptcy Code on such date. The Amended Plan, therefore, satisfies Section 1129(a)(7) of the Bankruptcy Code.

25. ***Unimpaired Classes.*** Classes 1, 2, 3, 4A, 6, 9 and 10 (collectively, the “**Unimpaired Classes**”) are unimpaired under the Amended Plan as the term “unimpaired” is defined in Section 1124 of the Bankruptcy Code. Accordingly, the Unimpaired Classes are deemed to have accepted the Amended Plan and are not entitled to vote on the Amended Plan.

26. ***Impaired Classes.*** Classes 4B, 4C, 5, 7 and 8 (collectively, the “**Impaired Classes**”) are impaired under the Amended Plan, as the term “impaired” is defined in Section

1124 of the Bankruptcy Code. Classes 4B, 4C, 5, 7, and 8 were entitled to submit votes to accept or reject the Amended Plan. Class 8 represents Intercompany Claims. Holders of Class 8 Intercompany Claims are not receiving any distribution under the Amended Plan and their claims are being discharged. Accordingly, they are deemed to have rejected the Amended Plan pursuant to Section 1126(g) of the Bankruptcy Code and their votes were not solicited by the Debtors.

27. ***Accepting Impaired Classes.*** Classes 5 and 7 voted to accept the Amended Plan as set forth in the Ballot Tabulation. As a result, at least one Impaired Class has voted to accept the Plan, determined without including any acceptance of the Amended Plan by any insider, satisfying the requirement of Section 1129(a)(10) of the Bankruptcy Code.

28. ***Acceptance and Deemed Acceptance.*** With respect to Impaired Classes 5 and 7, each Holder of a Claim of such Class has accepted the Amended Plan. With respect to Impaired Classes 4B and 4C, each Holder of a Claim of such Class has not accepted the Amended Plan. However, the Amended Plan (a) does not discriminate unfairly against Classes 4B and 4C and (b) is fair and equitable with respect to Classes 4B and 4C. Specifically, the Amended Plan provides for the orderly transition of the Collateral to Wachovia in full satisfaction of its Class 4B and 4C Secured Claims such that Wachovia will realize the indubitable equivalent of its Class 4B and 4C Secured Claims. As a result, the Amended Plan satisfies Section 1129(b) of the Bankruptcy Code.

29. ***Treatment of Administrative Expense Claims, Priority Tax Claims, and Priority Claims.*** The treatment of Administrative Expense Claims and Priority Claims under the Amended Plan satisfies the requirements of subparagraphs (A) and (B) of Section

1129(a)(9) of the Bankruptcy Code, respectively. The treatment of Priority Tax Claims under the Amended Plan satisfies subparagraph (C) of Section 1129(a)(9).

30. ***Administrative Expenses Claims.*** Except to the extent that the Holder of a particular Claim has agreed to a different treatment of such Claim, the Amended Plan provides that, with respect to a Claim of a kind specified in Section 507(a)(1) of the Code, on the Distribution Date, the Holder of such Claim will receive on account of such Claim cash equal to the Allowed Amount of such Claim.

31. ***Priority Claims.*** Except to the extent that the Holder of a particular Claim has agreed to a different treatment of such Claim, the Amended Plan provides that, with respect to a Claim of a kind specified in paragraphs (3) through (7) of Section 507(a) of the Code, on the Distribution Date, the Holder of such Claim will receive on account of such Claim cash equal to the Allowed Amount of such Claim.

32. ***Feasibility.*** The Amended Plan satisfies Section 1129(a)(11) of the Bankruptcy Code. The Confirmation Affidavit and proffers made at the Confirmation Hearing (a) are persuasive, credible, and accurate as of the dates prepared, presented, or proffered; (b) either have not been controverted by other persuasive evidence or have not been challenged; (c) are based upon reasonable and sound assumptions; and (d) establish that the Amended Plan is feasible.

33. ***Payment of Fees.*** To the extent that all fees payable to the United States Trustee under 28 U.S.C. §1930(a)(6) have not been paid, the Amended Plan and this Confirmation Order provides for the payment of all such fees due no later than thirty (30) days following the Effective Date of the Amended Plan and as they come due after the

Effective Date. Accordingly, the Amended Plan satisfies Section 1129(a)(12) of the Bankruptcy Code.

34. ***Continuation of Retiree Benefits.*** No retiree benefits, as that term is defined in Section 1114 of the Bankruptcy Code, exist in these Chapter 11 Cases, making Section 1129(a)(13) of the Bankruptcy Code inapplicable. The Amended Plan thus satisfies Section 1129(a)(13) of the Bankruptcy Code.

35. ***Principal Purpose.*** The principal purpose of the Amended Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and there has been no objection filed by any governmental unit asserting such avoidance. Accordingly, the Amended Plan complies with Section 1129(d) of the Bankruptcy Code.

36. ***Executory Contracts and Unexpired Leases.*** The executory contracts and unexpired leases listed on Exhibit A to the Amended Plan are assumed and those assumptions are approved. All executory contracts and unexpired leases for equipment utilized in the operation of the golf course and pro shop including but not limited to that certain Master Lease Agreement dated August 19, 2004, by and between PFG Golf, a division of Information Leasing Corporation n/k/a National City Commercial Capital Company, LLC, and Arlington Ridge, LLC including any and all amendments thereto are assumed and assigned to Wachovia. The assumptions and assignments to Wachovia are approved. All executory contracts and unexpired leases which are not listed on Exhibit A to the Amended Plan or in this Confirmation Order are rejected and those rejections are approved; provided, however, that all of the contracts described in Paragraph 12 of this

Confirmation Order are not rejected. Without limiting the foregoing, that certain lease of the golf course by and between Arlington Ridge, LLC and Arlington Ridge Golf Club, LLC is rejected and the rejection is approved; provided, however, that all of the contracts described in Paragraph 12 of this Confirmation Order are not rejected.

37. ***Good Faith Solicitation.*** The Debtors, their attorneys, and advisers have solicited votes to accept or reject the Amended Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order, and are therefore entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpation provisions contained in the Amended Plan, including without limitation the provisions of Article 11 of the Amended Plan.

38. ***Discharge and Injunction Provisions.*** All of the discharge, injunction, limitation of liability, and other related provisions of the Amended Plan, including those set forth in Article 11 of the Plan, are fair, equitable, reasonable, and proper, are in the best interest of the Debtors' Estates and Creditors, are necessary and material conditions precedent to the Amended Plan, and are binding upon all Creditors, Holders of Equity Interests, and parties in interest. The Court has the inherent constitutional and statutory power and authority to issue and enter the discharges, releases, and injunctions contained in the Amended Plan and in this Confirmation Order. Except as provided in the Amended Plan or in this Confirmation Order, including without limitation in Paragraph 12 hereof, the Debtors shall be discharged on the Effective Date from any and all Claims, Debts, Liens, encumbrances, contract rights, rights of setoff, or Liabilities of any nature (whether contingent, fixed, liquidated, unliquidated, matured, unmatured, or disputed) that arose from

any acts or conduct of the Debtors occurring prior to the Effective Date. Except as otherwise provided in the Amended Plan or this Confirmation Order, including without limitation in Paragraph 12 hereof, the property dealt with under the Plan is free and clear of all claims and interests, and the Debtors are discharged from all debts that arose before the date of this Confirmation Order and any debts of the kind specified in subsections (g), (h), or (i) of Section 502 of the Bankruptcy Code, regardless of whether (a) a proof of such Claim based on such debt was filed or deemed filed, (b) the Claim is allowed, or (c) the Holder of such Claim accepted the Amended Plan. Except as otherwise expressly provided in the Amended Plan or in this Confirmation Order, as of the Effective Date, the provisions of the Amended Plan relating to discharge and limitation of liability shall apply and are incorporated by reference. No discharge of any debt of the Debtors pursuant to Section 524 of the Bankruptcy Code is intended to effect a discharge or release pursuant to that section of any debt of any other person or entity. Except as specifically provided in this Confirmation Order, the Court makes no ruling on the effect of this Order on the rights or obligations of any party other than the Debtors.

39. ***Conditions to Confirmation and Effective Date/Right to Convert to Chapter 7.*** The entry of this Confirmation Order establishes that the Court has made all findings, determinations, and approvals regarding the Amended Plan, and has entered all orders, as are necessary to Confirmation; *provided, however*, that the consents of the CDD and of the CDD Bondholder to the CDD's withdrawal of Claim No. 48-1 on the terms stated in Paragraph 12, such consents to be evidenced as described in Paragraph 12 hereof, are conditions to Confirmation and to the Effective Date. The Debtors reserve the right to convert the

Reorganization Cases to cases under Chapter 7 of the Bankruptcy Code if such consents, evidenced as described in Paragraph 12 hereof, are not provided on or before the eleventh (11th) day after the date of this Confirmation Order.

40. ***Retention of Jurisdiction.*** The Court's retention of jurisdiction as set forth in Article 12 of the Amended Plan comports with the parameters contained in 28 U.S.C. §157 and is to be interpreted as broadly as possible. Without limiting the provisions of Article 12 of the Amended Plan, the Court's retention of jurisdiction includes jurisdiction over all matters and parties in connection with objections to Claims and the pursuit, litigation, and recovery of any and all causes of action.

41. ***Preservation of Causes of Action.*** All Causes of Action are to be retained by the Reorganized Debtors and preserved to the full extent provided under Article 8.9 of the Amended Plan, in order to maximize the value of the Debtors' Estates. Confirmation of the Amended Plan and entry of this Confirmation Order shall not be deemed to have a res judicata, collateral estoppel, or preclusive effect with respect to the pursuit, litigation, prosecution or settlement of any Cause of Action.

42. ***Burden of Proof.*** The Debtors have met their burden of proving all of the elements of Section 1129(a) and (b) of the Bankruptcy Code.

43. ***Confirmation of Plan.*** The Amended Plan is confirmed pursuant to Section 1129(a) of the Bankruptcy Code with the modifications set forth in this Confirmation Order, which shall become part of the Amended Plan and this Confirmation Order.

44. ***Binding Effect.*** The Court finds that the Amended Plan and this Confirmation Order, including, without limitation, the discharge, injunction, limitation of

liability, and other related provisions of the Amended Plan, including those set forth in Article 11 of the Plan, are binding upon any and all Creditors, Holders of Equity Interests, and parties in interest. The Court finds that all Creditors, Holders of Equity Interests, and parties in interest received sufficient and proper notice, actual or constructive, of the Amended Plan and the Confirmation Hearing. The provisions of the Amended Plan and this Confirmation Order are binding upon the Debtors, the Debtors' Estates, all Creditors, whether or not the Claims of such Creditors are Impaired under the Amended Plan and whether or not such Creditors have accepted the Amended Plan, all Holders of Equity Interests, all other parties in interest, and the respective successors and assigns of all such entities.

45. ***Effect of Confirmation.*** Except as otherwise provided in this Confirmation Order, upon the Effective Date—(a) any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the Debtors with respect to any debt discharged by this Confirmation Order, shall be made null and void, and (b) the commencement or continuation of any action, the employment of process, or any act, to collect, recover, or offset any debt, Claim, or Equity Interest discharged by this Confirmation Order as a personal liability of the Debtors shall forever be enjoined, and (c) the property of the estates of the Debtors shall vest in the Reorganized Debtors in accordance with Sections 1141(b) and (c) of the Bankruptcy Code and, except as set forth in the Amended Plan, such property of the Reorganized Debtors shall be free and clear of all liens, claims, encumbrances, and interests, except as otherwise provided in the Amended Plan or in this Confirmation Order, including without limitation Paragraph 12 herein.

46. ***Plan Confirmed in Its Entirety.*** The Amended Plan, with the modifications set forth in this Confirmation Order, is confirmed in its entirety as if set forth *in haec verba*. The inclusion of decretal paragraphs in this Confirmation Order referring to specific provisions of the Amended Plan or authorizing specific action shall not be construed to imply nonapproval of other provisions or nonauthorization of other actions. The failure to reference or discuss any particular provision of the Amended Plan in this Confirmation Order shall have no effect on the validity, binding effect, or enforceability of such provision and such provision shall have the same validity, binding effect, and enforceability as every other provision of the Amended Plan.

47. ***Implementation.*** The Debtors, the Reorganized Debtors, each of their agents, attorneys, and authorized representatives are authorized, empowered, and directed, subject to the conditions set forth in the Amended Plan and this Confirmation Order, to take all such steps necessary to effectuate and implement the Amended Plan, including, without limitation, the execution and delivery of documents necessary to implement the Amended Plan and the various other documents, agreements, and instruments contemplated by the Amended Plan and the various agreements referenced in the Amended Plan. The Debtors shall promptly upon the Effective Date transfer the Collateral to Wachovia or its nominee in satisfaction of Wachovia's Secured Claims. The Debtors are authorized to execute and deliver to Wachovia or its nominee deeds, bills of sale, and other instruments of conveyance (with anti-merger language) conveying the Collateral to Wachovia or its nominee and to take such other action as is necessary or appropriate to effectuate such transfer. Pursuant to

Article 12 of the Amended Plan, the Court retains jurisdiction to resolve disputes relating to the method of transfer of the Collateral to Wachovia or its nominee.

48. ***Claims and Interests.*** Except as provided in Paragraph 12 of this Confirmation Order, the discharge of the Debtors shall be effective as to each Claim, regardless of whether (a) a proof of Claim therefore was filed or deemed filed under section 501 of the Bankruptcy Code, (b) the Claim is an Allowed Claim under section 502 of the Bankruptcy Code or (c) the holder thereof voted to accept the Plan. The rights afforded under the Amended Plan and the treatment of all Claims and Equity Interests under the Amended Plan shall be in complete satisfaction, discharge and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors and or any of their assets or properties except as otherwise provided in the Amended Plan or in this Confirmation Order, including without limitation in Paragraph 12 hereof. Except as otherwise provided in the Amended Plan and Paragraph 12 of this Confirmation Order, (i) on the Effective Date, all such Claims against and Equity Interests in the Debtors shall be satisfied, discharged and released in full and (ii) all persons shall be precluded from asserting against the Reorganized Debtors, its successors, or its assets or property any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date.

49. ***Claims Objections.*** The Debtors and the Reorganized Debtors shall have the exclusive right to make and file objections to all Claims, including, without limitation, Administrative Expense Claims. On and after the Effective Date, the Reorganized Debtors

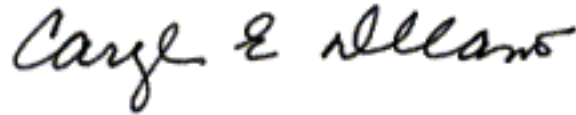
shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Claims and compromise, settle or otherwise resolve Disputed Claims without approval of the Bankruptcy Court.

50. ***Exemption.*** Pursuant to Section 1146(c) of the Bankruptcy Code, any transfer from the Debtors or the Reorganized Debtors to any person or entity and the making or delivery of an instrument or instruments of transfer including, but not limited to, the transfer of the Collateral to Wachovia pursuant to Section 5.5 of the Amended Plan and the transfer of the infrastructure to the CDD pursuant to this Confirmation Order shall not be subject to any document recording tax, stamp tax, conveyance fee, intangible tax, mortgage tax, real estate transfer tax, mortgage recording tax, or other similar tax, governmental assessment, or fee, including any applicable transfer taxes or fees and mortgage recording taxes or fees. All filing officers and their agents are directed to accept from the Debtors, the Reorganized Debtors, Wachovia, and the CDD (as the case may be) for recording and to record such documents and instruments that may be required to effectuate the Amended Plan, including without limitation any financing, security, mortgage, or similar documents as are customarily recorded in connection with commercial transactions, immediately upon presentation of such documents, unconditionally and without reservation, without the presentation of any affidavits, instruments, or returns otherwise required for recording or filing and without the assessment or payment of any stamp tax, transfer tax, or similar tax imposed by any state or local law, and shall not require payment of such tax.

51. ***Service of Confirmation Order.*** A copy of this Confirmation Order shall be served on all creditors of the Debtors set forth on the Court's mailing matrix for these cases.

Counsel for the Debtors shall file a certificate of service with this Court regarding the foregoing service of this Confirmation Order.

DONE AND ORDERED in Chambers at Tampa, Florida, on March 12, 2009.

A handwritten signature in black ink that reads "Caryl E. Delano". The signature is written in a cursive, flowing style.

CARYL E. DELANO
United States Bankruptcy Judge