


ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
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The following constitutes the ruling of the court and has the force and effect therein described.


United States Bankruptcy Judge

Signed March 8, 2010

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Case No. 09-37010 (SGJ)
ERICKSON RETIREMENT COMMUNITIES, LLC, <i>et al.</i>	§	Chapter 11
Debtors.¹	§	(Jointly Administered)

**ORDER (I) SCHEDULING HEARING ON CONFIRMATION OF PLAN;
(II) APPROVING THE DISCLOSURE STATEMENT; (III) ESTABLISHING PROCEDURES
FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN,
INCLUDING (A) APPROVING FORM AND MANNER OF SOLICITATION PROCEDURES,
(B) APPROVING THE FORM AND NOTICE OF THE PLAN CONFIRMATION HEARING,
(C) ESTABLISHING VOTING RECORD DATE AND APPROVING PROCEDURES FOR
DISTRIBUTION OF SOLICITATION PACKAGES, (D) APPROVING FORMS OF BALLOTS,
(E) ESTABLISHING DEADLINE FOR RECEIPT OF BALLOTS, AND (F) APPROVING
PROCEDURES FOR VOTE TABULATIONS AND; (IV) ESTABLISHING DEADLINE AND
PROCEDURES FOR FILING OBJECTIONS TO (A) CONFIRMATION OF THE PLAN AND
(B) PROPOSED CURE AMOUNTS RELATED TO THE ASSUMED CONTRACTS; AND
(V) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")² of the Debtors for the entry of an order

(i) scheduling a hearing on confirmation of the Debtors' Fourth Amended Joint Chapter Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated March 8, 2010 (including all exhibits

¹ The Debtors in these chapter 11 cases are Erickson Retirement Communities, LLC, Ashburn Campus, LLC, Columbus Campus, LLC, Concord Campus GP, LLC, Concord Campus, LP, Dallas Campus GP, LLC, Dallas Campus, LP, Erickson Construction, LLC, Erickson Group, LLC, Houston Campus, LP, Kansas Campus, LLC, Littleton Campus, LLC, Novi Campus, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC, Warminster Campus, LP.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.
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thereto and as the same may be further amended, modified or supplemented from time to time, the “Plan”); (ii) approving the Disclosure Statement for the Debtors’ Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated March 8, 2010 (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” as that term is defined in section 1125(a)(1) of the Bankruptcy Code; (iii) establishing procedures for solicitation and tabulation of votes to accept or reject the reject the Plan, including (a) approving form and manner of solicitation procedures, (b) approving the form and notice of the hearing on confirmation of the Plan (the “Plan Confirmation Hearing”), (c) establishing voting record date and approving procedures for distribution of solicitation packages, (d) approving form of ballots, (e) establishing deadline for receipt of ballots, and (f) approving procedures for vote tabulations and; (iv) establishing deadline and procedures for filing objections to (a) confirmation of the plan and (b) proposed cure amounts related to the assumed contracts; and (v) granting related relief pursuant to sections 1125 and 1126 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 3016, 3017 and 3020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 3017-l(a) and 3017-l(b) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”); and it appearing that adequate and sufficient notice of the Motion has been given under the circumstances; and it further appearing that adequate and sufficient notice, pursuant to Bankruptcy Rule 2002(b); of the hearing to approve the Disclosure Statement has been given (the “Disclosure Statement Notice”); and after due deliberation and upon the Court’s determination that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and other parties in interest; and sufficient cause appearing thereof, it is

HEREBY ORDERED THAT:

1. The Motion is granted.

2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and any objections to the adequacy of the information contained in the Disclosure Statement not otherwise consensually resolved are overruled.

3. The Disclosure Statement Notice is approved in all respects.

4. The Voting Agent shall mail or caused to be mailed to Holders of Claims entitled to vote on the Plan no later than five (5) business days after the date of entry of this Order a solicitation package containing: (a) written notice (the “Plan Confirmation Notice”), substantially in the form annexed hereto as Exhibit A, of (i) the Court’s approval of the Disclosure Statement, (ii) the deadline for voting on the Plan, (iii) the date of the Plan Confirmation Hearing, and (iv) the deadline and procedures for filing objections to the confirmation of the Plan, which Plan Confirmation Notice is hereby approved; (b) the Plan (either by paper copy (upon request) or on a CD-Rom); (c) the Disclosure Statement, substantially in the form approved by the Court (either by paper copy (upon request) or on a CD-Rom); (d) the appropriate form of Ballot (substantially in the form annexed hereto as Exhibit E) and a ballot return envelope, postage paid; and (e) such other information as the Court may direct or approve (collectively, the “Solicitation Package”). The Solicitation Package and the manner of service of the Solicitation Package satisfies the requirements of Bankruptcy Rule 3017(d).

5. The Voting Agent shall mail or cause to be mailed to each of the known counterparties to the Contracts a Plan Confirmation Hearing Notice, the Disclosure Statement and Plan (either by paper copy or on a CD-Rom, at the Debtors’ and Voting Agent’s discretion).

6. Pursuant to Bankruptcy Rule 3017(d), the Debtors are not required to transmit a Solicitation Package to the Non-Voting Parties. The Debtors shall cause the Voting Agent to mail or cause to be mailed to each Non-Voting Party by no later than five (5) business days after entry of this Order the Non-Voting Creditor Notices, as applicable, substantially in the form attached hereto as Exhibits B and C.

7. The Debtors shall publish notice (the “Publication Notice”), substantially in the form annexed hereto as Exhibit D, in The Wall Street Journal - National Edition within ten (10) business days after the entry of this Order.

8. **March 5, 2010** is established as the record date (the “Voting Record Date”) for the purposes of determining the creditors and equity Interest Holders entitled to receive the Solicitation Package or the Non-Voting Creditor Notice and to vote on the Plan.

9. BMC Group, Inc. (the “Voting Agent”) shall tabulate the ballots and certify to the Court the results of the balloting.

10. The Voting Agent is permitted to dispense with the mailing of Solicitation Packages or Non-Voting Creditor Notices to addresses and entities to which prior notices were returned by the United States Postal Service as undeliverable, unless the Voting Agent is provided with an accurate address.

11. Notwithstanding anything to the contrary in the Motion or this Order, PNC Bank, National Association, as collateral and administrative agent with respect to the syndicated Ashburn Construction Loan, syndicated Concord Construction Loan, syndicated Kansas Construction Loan and syndicated Houston Construction Loan, and as the lender with respect to the participated Novi Construction Loan; Capmark Finance, Inc., as collateral and administrative agent with respect to the syndicated Littleton Construction Loan; Bank of America, N.A., as collateral and administrative agent with respect to the syndicated Dallas Construction Loan; and Wilmington Trust FSB, as collateral and administrative agent with respect to the syndicated Corporate Revolver (collectively, the “Administrative Agents”) shall provide a register with respect to the prepetition secured lenders to the Voting Agent (upon the Voting Agent’s request) no later than one (1) business day after the entry of an order approving the Disclosure Statement listing at a minimum the name and address as of the Voting Record Date (the “Claim Information”); provided, however, that the Voting Agent, if necessary, shall

be authorized to and shall maintain the confidentiality of the Claim Information (including by removing the Claim Information from any certificates or affidavits of service) and shall not be required to disclose the Claim Information unless ordered by a court of competent jurisdiction.

12. Notwithstanding anything to the contrary in the Motion or this Order, after the Effective Date, the Voting Agent shall maintain the confidentiality of the Claim Information and original Ballots submitted by the prepetition secured lenders by (i) printing and/or preserving one paper copy of the same, and storing such information in a locked safe for six years, and (ii) deleting all electronic copies of the same from its electronic systems. Such stored information shall be maintained as highly confidential and shall not be disclosed absent the prior consent of the Administrative Agents or their successors or assigns or prior court order.

13. The two record holders (collectively, the “Master Ballot Agent”), as agent to the beneficial owners (the “Beneficial Holders”) holding the Subordinated Taxable Adjustable Mezzanine Put Securities Series 2007 (the “STAMPS”), will receive a master ballot (“Master Ballot”) substantially in the form annexed hereto as Exhibit E. The Master Ballot Agent will solicit votes from Beneficial Holders by distributing the beneficial holder Ballot substantially in the form annexed hereto as Exhibit E. The Master Ballot Agent will use the Master Ballot to summarize votes cast by Beneficial Holders of the STAMPS and may cast the Master Ballot to vote on behalf of all Beneficial Holders.

14. The Ballots, substantially in the forms annexed hereto as Exhibit E to the Motion are approved. All Ballots must be properly executed, completed and delivered to the Voting Agent at the following addresses:

<i>(By U.S. Regular Mail)</i>	<i>(By Messenger or Overnight Courier)</i>
ERC BALLOT PROCESSING c/o BMC GROUP, INC. P.O. BOX 3020 CHANHASSEN, MN 55317-3020	ERC BALLOT PROCESSING c/o BMC GROUP, INC. 18750 LAKE DRIVE EAST CHANHASSEN, MN 55317

15. Ballots must be received on or before **April 8, 2010 at 4:00 p.m. (prevailing**

Central Time) and April 13, 2010 at 4:00 p.m. (prevailing Central Time) (for STAMPS Holders) or a date set by the Court that is no later than three (3) business days before the Plan Confirmation Hearing (collectively, the “Voting Deadline”), unless extended by the Debtors in consultation with Redwood. Ballots cast by facsimile, email or other electronic transmission will not be counted.

17. For purposes of voting on the Plan, the amount of a Claim held by a creditor or the number of any Interests held by an Interest Holder shall be determined pursuant to the following guidelines:

- a. The Claim listed in a Debtor’s schedule of liabilities, provided that (i) such Claim is not scheduled as contingent, unliquidated, undetermined or disputed; and (ii) no Proof of Claim has been timely filed (or otherwise deemed timely filed by the Court under applicable law).
- b. The noncontingent and liquidated amount specified in a Proof of Claim timely filed with the Court or the Voting Agent (or otherwise deemed timely filed by the Court under applicable law) to the extent the Proof of Claim is not the subject of an objection filed no later than **March 26, 2010** (the “Vote Objection Deadline”) (or, if such Claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).
- c. The amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), provided that a motion is brought, notice is provided and a hearing is held prior to the Plan Confirmation Hearing, in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.
- d. Except as otherwise provided in subsection (c) above, with respect to Ballots cast by alleged creditors who have timely filed Proofs of Claim in wholly contingent, unliquidated, unknown or uncertain amounts that are not the subject of an objection filed before the Vote Objection Deadline, such Ballots shall be counted in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met, but shall not be counted in determining whether the aggregate Claim Amount requirement has been met.

18. If a creditor casts a Ballot and has timely filed a Proof of Claim (or has otherwise had a Proof of Claim deemed timely filed by the Court under applicable law), but the creditor’s Claim is the subject of an objection filed no later than March 26, 2010, in accordance with Bankruptcy Rule 3018, such creditor’s Ballot shall not be counted, unless such Claim is temporarily

allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), after a Claims Estimation Motion is brought by such creditor, notice is provided and a hearing is held prior to the Plan Confirmation Hearing. Notwithstanding the foregoing, if an objection to a Claim requests that such Claim be reclassified and/or allowed in a fixed, reduced amount, such claimant's Ballot shall be counted in such reduced amount and/or as the reclassified category.

19. Creditors seeking to have a Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file a motion (the "Claims Estimation Motion") for such relief no later than seven (7) days prior to the Voting Deadline. The Court will schedule a section 3018 hearing on such motion for a date prior to the Plan Confirmation Hearing.

20. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- a. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated as if such creditor held one Claim against the Debtors in such Class, and the votes related to such Claims will be treated as a single vote to accept or reject the Plan; provided, that, if a Person purchases or has purchased a Claim, such Claim shall be aggregated with other Claims held by such Person based upon the identity of the original Claim Holder.
- b. Creditors must vote all of their Claims or Interests within a particular Class either to accept or reject the Plan and may not split their vote. Accordingly, a Ballot (or multiple Ballots with respect to multiple Claims within a single Class) that partially rejects and partially accepts the Plan will not be counted.
- c. Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, will not be counted.
- d. Only Ballots that are timely received with original signatures will be counted. Unsigned Ballots will not be counted. Ballots must indicate the amount of each Claim denominated in U.S. dollars.
- e. Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.

- f. Ballots which are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.
- g. Whenever a creditor casts more than one Ballot voting the same Claim prior to the Voting Deadline, the last dated, properly executed Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior Ballots.
- h. If a creditor simultaneously casts inconsistent duplicate Ballots, with respect to the same Claim, such Ballots shall not be counted.
- i. Each creditor shall be deemed to have voted the full amount of its Claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance and revocation or withdrawal of Ballots shall be determined by the Voting Agent and the Debtors, which determination shall be final and binding.
- j. Facsimile Ballots or Ballots submitted via email or other electronic submission will not be counted.
- k. The Debtors reserve the right to waive any or all of the requirements limiting the means of transmittal of any Ballot, including, without limitation, the Voting Deadline.

21. Holders of Claims in the following Classes are impaired under the Plan, may receive a distribution under the Plan, and, therefore, will have their votes solicited: **Erickson Group, LLC:** Erickson Group Guaranty Claims (Class 4); **Erickson Retirement Communities, LLC:** Corporate Revolver Claims (Class 3), Interest Rate Swap Claims (Class 4), UMBC Construction Loan Claims (Class 6), Management Agreement Claims (Class 7), General Unsecured Claims (Class 8); **Erickson Construction, LLC:** Corporate Revolver Claims (Class 4), UMBC Building Construction Loan Claims (Class 5), General Unsecured Claims (Class 7); **Senior Campus Services, LLC:** UMBC Building Construction Loan Claims (Class 3), General Unsecured Claims (Class 5); **Ashburn Campus, LLC:** Ashburn Construction Loan Claims (Class 4), Ashburn Community Loan Claims (Class 5), General Unsecured Claims (Class 8); **Columbus Campus, LLC:** Columbus Improvement Bond Claims (Class 3), Mechanic's Lien Claims (Class 4), Columbus Construction Loan Claims (Class 5), Columbus Community Loan Claims (Class 6), Columbus Junior Loan Claims (Class 7), General Unsecured Claims (Class 8); **Concord Campus, LP:** Mechanic's Lien Claims (Class 3), Concord Construction Loan

Claims (Class 4), Concord Community Loan Claims (Class 5), Other Secured Claims (Class 7), General Unsecured Claims (Class 9); **Concord Campus GP, LLC:** General Unsecured Claims (Class 4); **Dallas Campus, LP:** Mechanic's Lien Claims (Class 3), Dallas Construction Loan Claims (Class 4), Texas A&M Note Claims (Class 5), Dallas Community Loan Claims (Class 6), General Unsecured Claims (Class 9); **Dallas Campus GP, LLC:** General Unsecured Claims (Class 4); **Houston Campus, LP:** Mechanic's Lien Claims (Class 3), Houston Construction Loan Claims (Class 4), Houston Community Loan Claims (Class 5), General Unsecured Claims (Class 8); **Kansas Campus, LLC:** Mechanic's Lien Claims (Class 3), Kansas Construction Loan Claims (Class 5), Kansas Community Loan Claims (Class 6), General Unsecured Claims (Class 9); **Littleton Campus, LLC:** Mechanic's Lien Claims (Class 3), Littleton Construction Loan Claims (Class 4), Littleton Community Loan Claims (Class 5), Littleton Junior Loan Claims (Class 6), Other Secured Claims (Class 7), General Unsecured Claims (Class 9); **Novi Campus, LLC:** Mechanic's Lien Claims (Class 3), Novi Construction Loan Claims (Class 4), Novi Community Loan Claims (Class 5), Other Secured Claims (Class 7), General Unsecured Claims (Class 9); **Warminster Campus, LP:** Mechanic's Lien Claims (Class 3), Warminster Community Loan Claims (Class 4), Warminster Purchase Option Deposit Refund Agreement Claims (Class 5), Warminster Junior Loan Claims (Class 6), Other Secured Claims (Class 7), General Unsecured Claims (Class 9); **Warminster Campus GP, LLC:** General Unsecured Claims (Class 4).

22. Objections to confirmation of the Plan shall be served on the following parties:

(i) counsel for the Debtors: DLA Piper LLP (US), 1251 Avenue of the Americas, New York, New York 10020-1104, Attn: Thomas R. Califano, Esq. and Camisha L. Simmons, Esq. and DLA Piper LLP (US), 1717 Main Street, Suite 4600, Dallas, Texas 75201, Attn: Vincent P. Slusher; (ii) counsel for Redwood: Venable LLP, 750 East Pratt Street, Suite 900, Baltimore, Maryland 21202, Attn: Michael Baader, Esq. and Venable LLP, Rockefeller Center, 1270 Avenue of the Americas, New York, NY 10020, Attn:

Jorian L. Rose, Esq. and Carollynn H.G. Callari, Esq.; (iii) counsel to the Official Committee of Unsecured Creditors: Bracewell & Guiliani LLP, 1145 Ross Avenue, Suite 3800, Dallas, Texas 75202-2711, Attn: Samuel M. Stricklin, Esq. and Bracewell & Guiliani LLP, 1177 Avenue of the Americas, Suite 1900 Attn: Daniel S. Connolly, Esq. and Andrew J. Schouder, Esq.; and (iv) the Office of the United States Trustee, 1100 Commerce, Room 9C60, Dallas Texas 75242, Attn: George F. McElreath, Esq. by hand delivery or in a manner as will cause such objection to be received by all such parties on or before **April 9, 2010 at 4:00 p.m. (prevailing Central Time)**. Any objections not filed and served as set forth above will not be considered by the Court.

23. Any party supporting the Plan may file a reply to any objection to confirmation of the Plan, by **April 13, 2010 at 4:00 p.m. (prevailing Central Time)**.

24. A hearing shall be held before this Court on **April 15, 2010 at 2:30 p.m. (prevailing Central Time)** or as soon thereafter as counsel can be heard, to consider confirmation of the Plan (the "Plan Confirmation Hearing"). at the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, before the Honorable Stacey G. C. Jernigan in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, 1100 Commerce Street, 14th Floor, Room 1424, Courtroom #1.

25. The Plan Confirmation Hearing may be adjourned from time to time without further notice to creditors and other parties-in-interest by an announcement of the adjourned date at the Plan Confirmation Hearing or any adjournment thereof or by an appropriate filing with the Court.

26. The following procedures are approved for establishing the cure amounts for Contracts to be assumed (the "Assumed Contracts") pursuant to the Plan:

(i) the Debtors will cause the Notice of (I) Possible Assumption of Contracts, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto (the "Cure Schedule Notice"), in a form substantially similar to the form attached hereto as Exhibit F, to be served on the non-debtor parties to the Assumed Contracts on the fifteenth (15th) day prior to the Confirmation Objection Deadline. Among other things, the Cure Schedule

Notice shall set forth the amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts;

(ii) the non-debtor parties to the Assumed Contracts shall have until the Confirmation Objection Deadline, which deadline may be extended in the sole discretion of the Debtors, to object (a “Cure Schedule Objection”) to the (a) Proposed Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (b) proposed assumption of the Assumed Contracts under the Plan; provided, however, that if the Debtors amend the Cure Schedule Notice or any related pleading that lists the Assumed Contracts to add a contract or lease or to reduce the cure amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least ten (10) calendar days after service of such amendment to object thereto or to propose an alternative cure amount(s);

(iii) any party objecting to the Proposed Cure Amount(s), whether or not such party previously has filed a Proof of Claim with respect to amounts due under the applicable Assumed Contract, or objecting to the potential assumption of such Assumed Contract, shall be required to file and serve a Cure Schedule Objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Assumed Contract and/or any and all objections to the potential assumption of such Assumed Contract, together with all documentation supporting such cure Claim or objection, upon each of the Notice Parties so that the Cure Schedule Objection is actually received by them no later than the Confirmation Objection Deadline. If a Cure Schedule Objection is timely filed and the parties are unable to settle such Cure Schedule Objection, the Bankruptcy Court shall determine the amount of any disputed Proposed Cure Amount(s) or objection to assumption at a hearing to be held at the time of the Plan Confirmation Hearing or such other hearing date to which the parties may mutually agree. The Debtors may, in their sole discretion, extend the Cure Schedule Objection Deadline without further notice, but are not obligated to do so;

(iv) in the event that no Cure Schedule Objection is timely filed with respect to an Assumed Contract, the counterparty to such Assumed Contract shall be deemed to have consented to the assumption of the Assumed Contract and the Proposed Cure Amount and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates, the Reorganized Debtors, or the Acquisition Companies. In addition, if no timely Cure Schedule Objection is filed with respect to an Assumed Contract, upon the Effective Date of the Plan, the Reorganized Debtors and/or the Acquisition Companies and the counterparty to such Assumed Contract shall enjoy all of the rights and benefits under the Assumed Contract without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contract, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Assumed Contract; and

(v) the Debtors shall have the right to assume or reject any and all of the Contracts to and including the Effective Date (unless such deadline is extended by Final Order of the Bankruptcy Court) other than Contracts that are (a) expressly assumed or rejected by the Debtors or the Acquisition Companies pursuant to a Final Order of the Bankruptcy Court entered prior to such date or are subject to a separate motion to assume or reject pending before the Bankruptcy Court on such date, (b) specifically designated by the Debtors as an Assumed Contract pursuant to Section 10 of the Plan, or (c) expire, terminate or otherwise become non-executory prior to such date.

27. The inclusion of an Assumed Contract in the Cure Schedule Notice is without prejudice to the Debtors' or Redwood's right to modify their election to assume or to reject such Assumed Contract prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming any such Assumed Contract assumed or rejected, and inclusion in the Cure Schedule Notice is not a final determination that any Assumed Contract will, in fact, be assumed.

28. The Debtors and Acquisition Companies expressly reserve the right to assume additional Contracts on or before the Effective Date, effective as of the Effective Date, unless such deadline is extended by court order.

29. Prior to mailing the Solicitation Packages, Non-Voting Notices or other materials, the Debtors may fill in any missing dates and other information, correct any typographical errors and make such other non-material, non-substantive changes as it deems appropriate.

30. This Court shall retain jurisdiction over all matters related to or arising from the Motion or the interpretation or implementation of this Order.