

The Honorable Brian D. Lynch
Chapter 11

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Arnold M. Willig
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**Attorneys for Debtor
Hawks Prairie Investment, LLC.**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON, AT TACOMA

In re:

HAWKS PRAIRIE INVESTMENT, LLC,

Debtor.

No. 10-46635-BDL

**ORDER CONFIRMING DEBTOR'S
SECOND AMENDED PLAN OF
REORGANIZATION**

The Confirmation of the Debtor's Second Amended Plan of Reorganization filed February 23, 2011 under docket number 197 ("the Plan"), filed herein, came before the Court on March 4, 2011. The Court, having considered the Plan, the opposition thereto and the arguments of counsel, and having considered the records and files herein, and finding that the Debtor's Amended Plan which was filed on February 10, 2011 and any accompanying documents were served on all creditors and parties in interest on February 10, 2011, and the Plan, which contained only minor adjustments relating to HomeStreet Bank was electronically served on all interested parties on February 23, 2011, and that notice and opportunity for hearing with respect to confirmation of the Plan were fair and in compliance with relevant rules and statutes, the Court

**ORDER CONFIRMING SECOND AMENDED
PLAN OF REORGANIZATION - 1**

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1 having heard all objections to the Plan and finding that the requirements for confirmation set
2 forth in 11 U.S.C. 1129(a) and (b) have been satisfied and that the Plan is confirmable as a matter
3 of fact and law, it is now hereby

4 ORDERED, ADJUDGED and DECREED that:

5
6 1. The Debtor's Second Amended Plan of Reorganization, a copy of which is attached
7 hereto as Exhibit A, is CONFIRMED.

8 2. The Court finds the Plan is feasible, that a substantial likelihood exists that the
9 estate will be able to satisfy its obligations under the Plan, and that each class of claims and
10 interests is either unimpaired, has accepted the Plan by requisite majorities pursuant to 11 U.S.C.
11 1126, or that the holders of claims in such class will receive under the Plan an amount not less
12 than that such holder would receive if the Debtor was liquidated under Chapter 7 of the
13 Bankruptcy Code.

14
15 3. The provisions of Chapter 11 have been complied with and the Plan has been
16 proposed in good faith and not by any means forbidden by law.

17
18 4. Except as otherwise provided in the Plan and this Order, the rights afforded
19 creditors and interest holders under the Plan and the treatment of their respective claims or
20 interests under the Plan shall be binding upon the holders of such claims and interests.

21 5. *Except as otherwise provided in the Amended Plan,*
22 This Order constitutes an injunction against all actions relating in any way to any
23 claims or causes of action against the Debtor or its estate arising out of facts and circumstances
24 present at or before the Effective Date, to the same extent as the automatic stay as set forth in 11
25 U.S.C. 362(a) with respect to property of the Debtor.
26

**ORDER CONFIRMING SECOND AMENDED
PLAN OF REORGANIZATION - 2**


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1 6. *(As between the Debtor and HomeStreet Bank, only)*
2 The deadline for the sale of Property as set forth in the Plan (the "Drop Dead
3 Date") and the previously entered and approved Settlement Stipulation between Hawks Prairie
4 and HomeStreet Bank, is hereby extended from March 15, 2011 to the date 30 days after
5 resolution of the pending adversary proceeding filed against Anthony Glavin, Howard Talbitzer, et
6 al. under Adversary Proceeding No. 10-04422-BDL, or March 15, 2012, whichever occurs first.

7 7. The Debtor is authorized to execute, deliver and implement any documents,
8 instruments or agreements that may be necessary or appropriate for the implementation or
9 consummation of the Plan.

10 8. The Court shall and hereby does retain jurisdiction over these proceedings pursuant
11 to and for the purposes of Sections 105(a) and 1127 of the Bankruptcy Code, for the purposes set
12 forth in the Plan and for such other purposes as may be necessary or useful to aid in the
13 confirmation or consummation of the Plan and implementation of the Plan as set forth therein.

14 SO ORDERED this ____ day of May, 2011.

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17
18 
19 The Brian D. Lynch
20 U.S. United States Bankruptcy Judge
(Dates as of Entered on Docket date above)

21 Presented by:

22 HACKER & WILLIG, INC., P.S.

23 /s/ Elizabeth Shea
24 Arnold M. Willig, WSBA# 20104
25 Elizabeth H. Shea, WSBA #27189
26 Attorneys for the Debtor

ORDER CONFIRMING SECOND AMENDED
PLAN OF REORGANIZATION - 3

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EXHIBIT A

The Honorable Brian D. Lynch
Chapter 11
Hearing Date: February 25, 2011
Hearing Time: 9:00 a.m.
Hearing Location: Tacoma, WA

Arnold M. Willig
Elizabeth H. Shea
Charles L. Butler, III
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Attorneys for the Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON, AT TACOMA

In re:

No. 10-46635-BDL

HAWKS PRAIRIE INVESTMENT, LLC,

**DEBTOR'S AMENDED PLAN OF
REORGANIZATION**

Debtor.

Taxpayer Identification No. 20-2657001

Debtor's Address:

6820 20th Street East
Fife, Washington 98424

The Debtor, Hawks Prairie Investment, LLC (the "Debtor"), by and through counsel, HACKER & WILLIG, INC., P.S., proposes the following Debtor's Amended Plan of Reorganization ("Amended Plan") pursuant to Chapter 11 of the Bankruptcy Code and this Court's previous orders.

I. DISCLOSURE STATEMENT

The Debtor has filed the Debtor's Disclosure Statement with this Amended Plan pursuant to Section 1125 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 3016(b). This

**DEBTOR'S AMENDED PLAN
OF REORGANIZATION - 1**

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1 Amended Plan is being disseminated to creditors and equity security holders for vote after
2 Bankruptcy Court approval of the information in the Debtor's Disclosure Statement. The
3 Debtor's Disclosure Statement contains useful information to assist creditors and equity security
4 holders in making an informed judgment about how to vote on this Amended Plan. Please read
5 the Debtor's Disclosure Statement with care in evaluating the impact of this Amended Plan upon
6 your claim or interest.

7 II. DEFINITIONS

8 A term used in this Amended Plan that is not defined below and is used in the Bankruptcy
9 Code shall have the meaning ascribed in the Bankruptcy Code. The following terms when used in
10 this Amended Plan have the meanings specified below.

11 Administrative Expense: An expense of administration allowed under section 503(b) of the
12 Bankruptcy Code and any fees and charges due under 28 U.S.C. § 1930.

13 Allowed Claim: Any claim either:

14 1. In the amount and priority classification set forth in the proof of such claim that has
15 been timely filed unless:

16 a. Such claim has been objected to or is objected to after the Confirmation
17 Date, in which case such claim shall be allowed only in the amount and classification that is
18 authorized by the Bankruptcy Court, or

19 b. Such claim has been paid, withdrawn, waived or otherwise deemed satisfied
20 in full; or

21 2. If a proof of such claim has not been timely filed, in the amount and priority
22 classification listed by the Debtor in its bankruptcy schedules D, E and F as amended and filed
23 with the Bankruptcy Court, unless:

24 a. Such claim is listed as disputed, contingent and/or unliquidated,

25 b. Such claim has been objected to or is objected to after the Confirmation
26 Date, in which case such claim shall be allowed only in the amount and classification that is

**DEBTOR'S AMENDED PLAN
OF REORGANIZATION - 2**

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1 authorized by the Bankruptcy Court, or

2 c. Such claim has been paid, withdrawn, waived or otherwise deemed satisfied
3 in full.

4 Assets: Every conceivable asset of the Debtor, all property of the Debtor's bankruptcy
5 estate under section 541 of the Bankruptcy Code, the Lien Dispute and all claims that prior to the
6 Effective Date could have been asserted and/or were asserted by the Debtor.

7 Bankruptcy Code: The Bankruptcy Code as amended and set forth in Title 11 of the
8 United States Code.

9 Bankruptcy Court: The United States Bankruptcy Court for the Western District of
10 Washington at Tacoma before which the Case is pending or any other court exercising jurisdiction
11 over the Case in the future.

12 Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure as supplemented by the
13 Local Bankruptcy Rules for the Western District of Washington and any other local rules
14 applicable to the Bankruptcy Court.

15 Case: The Debtor's bankruptcy case which is presently pending in the Bankruptcy Court
16 under Bankruptcy Case No. 10-46635.

17 Class: A class of claims or interests as defined in Section III of the Plan.

18 Confirmation Date: The date that the Confirmation Order is entered on the docket in the
19 Case.

20 Confirmation Order: The order of the Bankruptcy Court confirming the Plan.

21 Debtor: Hawks Prairie Investment LLC.

22 Drop Dead Date: March 15, 2011.

23 Effective Date: Confirmation Date.

24 Equity Interests: The membership interests in the Debtor.

25 HomeStreet: HomeStreet Bank

26 HomeStreet Claims: All allowed claims of HomeStreet Bank against the Debtor and/or in

**DEBTOR'S AMENDED PLAN
OF REORGANIZATION - 3**

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Any such extension of the Drop Dead Date shall not apply to or affect T/G/Philbrooks ability to assert state law claims or exercise their state law remedies after March 15, 2011, including foreclosure as provided in this Amended Plan.

1 the Case including the claims secured by three deeds of trust against the Property (the term
2 Property is defined below). HomeStreet Claims include potential unsecured deficiency claims.
3 HomeStreet Bank currently has a non-judicial foreclosure sale scheduled for March 18, 2011.

4 Lien Dispute: All claims of the Debtor against other parties including potential invalidity of
5 the T/G Lien.

6 Manager: J. Scott Griffin, Jr. and Freestone, Inc.

7 Petition Date: August 13, 2010.

8 Plan or Amended Plan: This Amended Plan in its present form or as it may be amended or
9 modified in accordance with the Bankruptcy Code or order of the Bankruptcy Court.

10 Property: The Debtor's real property comprised of approximately 337 acres in Lacey,
11 Thurston County, Washington, tax parcel numbers 11803340000, 11803340100, 11803420000,
12 11803430000, 11810101000, 11810103000 and 11811201000.

13 Property Taxes: Any real property taxes or assessment on account of the Property that are
14 past due on the Confirmation Date.

15 Property Tax Claims: All claims for Property Taxes.

16 Reorganized Debtor: The Debtor, or any successor thereto by merger, consolidation or
17 otherwise, on and after the Effective Date.

18 Settlement Stipulation: The settlement stipulated to by the Debtor on December 10, 2010
19 and submitted to the Bankruptcy Court for approval at hearing on December 15, 2010, as
20 modified and approved by the Court's Order and Memorandum Decision entered on December
21 17, 2010.

22 Stipulation Transaction: A sale of the Property for a net receipt by the estate of at least \$35
23 million closing on or before the Drop Dead Date, or such extended Drop Dead Date as agreed in
24 writing between HomeStreet and the Debtor, all as provided in the Settlement Stipulation.

25 T/G/Philbrooks
Howard Talbitzer and Anthony Glavin and John and
Christine Philbrooks.

26 T/G/Lien: The third priority deed of trust against the Property held by Howard Talbitzer

**DEBTOR'S AMENDED PLAN
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1 and Anthony Glavin

and John and Christine Philbrooks.

2 Ultimate Disposition: A sale or refinance of all or part of the Property closing before the
3 Drop Dead Date that generates sufficient funds at closing to pay all Class 1, 2, 3, and 4 claims.

4 Ultimate Proceeds: The funds received from the Ultimate Disposition.

5 Unsecured Claim: A claim against the Debtor that is not the Property Tax Claims, the
6 HomeStreet Secured Claim, the T/G ^{Philbrooks} Secured Claim or an Administrative Expense.

7 III. CLASSIFICATION OF CLAIMS AND INTERESTS

8 The claims and interests are classified as follows:

9 Class 1: The Property Tax Claims.

10 Class 2: The HomeStreet Secured Claims.

11 Class 3: The T/G ^{Philbrooks} Secured Claim.

12 Class 4: The Allowed Unsecured Claims.

13 Class 5: The Equity Interests.

14 IV. IMPAIRED CLASSES

15 Classes 1, 2, 3, 4, and 5 are impaired under the Plan and are entitled to vote on the Plan.

16 V. TREATMENT OF CLAIMS

17 Administrative Expenses: All Administrative Expenses approved by the Bankruptcy Court
18 shall be paid first from any advance fee deposits held by the claimant and then in full from the
19 Debtor's cash on hand on the earlier of the Effective Date or 15 days after approval, unless the
20 claimant agrees to accept deferred payments. All Administrative Expenses approved by the
21 Bankruptcy Court that remain unpaid at the time of the Ultimate Disposition shall be paid from
22 the Ultimate Proceeds and from the recovery of any avoidance actions or other assets of this
23 estate. All Administrative Expenses approved by the Bankruptcy Court that remain unpaid at the
24 time of the closing of a Stipulation Transaction shall be paid from the proceeds available at the
25 closing of a Stipulation Transaction and from the recovery of any avoidance actions or other assets
26 of this estate. Payment on confirmation of Administrative Expenses held by the Debtor's

DEBTOR'S AMENDED PLAN
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1 professionals as a requirement for confirmation is waived subject to written approval by the
2 Administrative Claimant.

3 Class 1: The Property Tax Claims will continue to earn interest at the statutory rate and
4 shall remain secured by the Property until paid in full. The Property Tax Claims will be paid in full
5 at the closing of any sale of the Property, an Agreed Transaction, ~~an Alternative Transaction~~, or an
6 Ultimate Disposition. The holders of the Property Tax Claims retain their rights to initiate and
7 complete the tax foreclosure process pursuant to Washington law to collect any delinquent taxes
8 with respect to the Property.

9 Class 2: The HomeStreet Secured Claims will be fixed as of the closing of any sale of the
10 Property in the amount of principal, interest, fees, and costs computed pursuant to the applicable
11 existing loan documents. The HomeStreet Secured claims will earn interest at the fixed rate of 6%
12 *per annum* from the Effective Date until paid in full. HomeStreet will retain its security interests in
13 the Property in the same priority that existed on the Petition Date. If there is a Stipulation
14 Transaction, the HomeStreet Claims will be paid according to the amount and priority of the
15 HomeStreet Secured Claims. If there is not a Stipulation Transaction or an Ultimate Disposition
16 and the HomeStreet Claims have not been paid by the Drop Dead Date, HomeStreet may enforce
17 all of its state law remedies including foreclosure.

18 Class 3: The T/G ^{Philbrooks} Secured Claim will be fixed as of the closing of any sale in the amount of
19 principal, interest, fees and costs computed pursuant to the applicable existing loan documents.
20 The T/G ^{Philbrooks} Secured claims will earn interest at the fixed rate of 6% *per annum* from the Effective
21 Date until paid in full. T/G ^{Philbrooks} will retain their security interest in the Property in the same priority
22 that existed on the Petition Date. If there is a Stipulation Transaction, the T/G ^{Philbrooks} Secured Claim will
23 be paid according to the amount, validity, and priority of the third lien for distribution under
24 applicable law. If there is an Ultimate Disposition, the T/G ^{Philbrooks} Secured Claim will be paid according
25 to the amount, validity, and priority of the third lien. If there is not a Stipulation Transaction or
26 Ultimate Disposition by the Drop Dead Date, T/G ^{Philbrooks} may exercise all of their state law remedies

DEBTOR'S AMENDED PLAN
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1 including foreclosure.

2 Class 4: All Allowed Claims in Class 4 shall earn interest at the fixed rate of 2% per annum
3 from the Effective Date. If there is a Stipulation Transaction or an Ultimate Disposition the
4 Allowed Claims in Class 4 shall be paid within 30 days following closing of the sale from any
5 surplus remaining after full payment of Class 1, 2, and 3 creditors and Administrative Expenses or
6 following the closing of a sale, from proceeds related to the Lien Dispute upon entry of a final
7 order of the Bankruptcy Court which is not stayed relating to avoidance of the third lien or
8 Bankruptcy Court approval of a settlement of the Lien Dispute. Class 5: In the event that classes
9 1, 2, 3, and 4 and all Administrative Expenses are paid in full, Class 5 shall retain its Equity
10 Interests in the Debtor.

11 VI. SOURCE OF FUNDS

12 The funds necessary to make the payments required by the Amended Plan shall come from
13 either a Stipulation Transaction or the Ultimate Disposition, and any funds received on account of
14 the Lien Dispute or any other property of the estate. Sufficient funds from the Proceeds to pay
15 claims in dispute will be held by the Debtor and/or Reorganized Debtor and distributed only upon
16 Order of the Bankruptcy Court.

17 VII. MEANS FOR EXECUTION OF THE PLAN

18 On the Effective Date:

- 19 1. The Debtor and/or the Reorganized Debtor shall be responsible for implementing
20 the Plan.
- 21 2. The Manager shall be the manager of the Reorganized Debtor.
- 22 3. All of the Assets shall vest in the Debtor and/or the Reorganized Debtor free and
23 clear of all liens, security interests, and claims except as otherwise expressly provided for in the
24 Amended Plan and the order granting relief from stay to HomeStreet and T/G/^{Philbrooks} and as provided
25 for in the Settlement Stipulation.
- 26 4. The limitation of \$50,000 for costs of administration in the Settlement Stipulation

**DEBTOR'S AMENDED PLAN
OF REORGANIZATION - 7**

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1 will be waived and presented to the Court for approval in the Order Confirming Plan. With sole
2 exception all terms of the Settlement Stipulation shall be unaltered by this Plan and confirmation
3 of the Plan.

4 Except as otherwise provided in the Amended Plan, on and after the Effective Date:

5 1. The Reorganized Debtor shall work diligently to enter into and close a Stipulation
6 Transaction or an Ultimate Disposition.

7 2. The Reorganized Debtor may in its discretion hire a real estate broker to market the
8 Property for sale. HomeStreet also has the right to market the Property as set forth in the
9 Settlement Stipulation.

10 3. The Reorganized Debtor may only borrow money on a secured basis or sell some or
11 all of the Property in a transaction that is not an Ultimate Disposition or a Stipulation Transaction
12 with approval of the Court on notice and hearing.

13 4. The automatic stay imposed by Section 362 of the Bankruptcy Code except as
14 terminated by the Bankruptcy Court by prior order shall remain in place with respect to the Assets
15 including the Property until the Drop Dead Date.

16 5. Any sale of all or part of the Property shall be: (a) free and clear of all liens and
17 monetary encumbrances pursuant to Section 363 of the Bankruptcy Code, and (b) exempt from
18 excise tax pursuant to section 1146 of the Bankruptcy Code and section 458-61A-207 of the
19 Washington Administrative Code.

20 6. The Reorganized Debtor shall comply with the Plan and make the payments
21 required by the Plan.

22 7. The Reorganized Debtor may sell or refinance all or some of the Property at any
23 time prior to the Drop Dead Date if the proceeds of the sale or refinance are sufficient to pay all
24 Allowed Claims and reserves established for disputed claims.

25 8. The Reorganized Debtor will, in conjunction with HomeStreet and consistent with
26 the Settlement Stipulation, prosecute the Lien Dispute. Any settlement of the Lien Dispute shall

**DEBTOR'S AMENDED PLAN
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1 be subject to Bankruptcy Court approval on notice. ~~T/G has requested that the following~~
2 ~~language be added to this section:~~

3 The Reorganized Debtor will in conjunction with HomeStreet consistent with the
4 Settlement Stipulation prosecute the Lien Dispute; however, this provision shall not
5 preclude T/G, ^{/Philbraks} any creditor, or any non-debtor third parties from asserting state law claims
6 they may have against HomeStreet including, without limitation, claims arising from
7 contracts between such parties, tort claims, injunctive relief, or otherwise, including the
8 right to enjoin HomeStreet from direct or indirect participation in or funding of the Lien
9 Dispute litigation.

10 9. Payments to professionals employed by the Debtor for services through the
11 Effective Date shall remain subject to approval by the Bankruptcy Court after appropriate notice.
12 Professional fees and expenses incurred by the Reorganized Debtor after the Effective Date shall
13 not require Bankruptcy Court approval and shall be paid by the Reorganized Debtor from funds
14 available from excise tax savings from a Stipulation Transaction, the Ultimate Proceeds or funds
15 received on account of the Lien Dispute. Professional fees and expenses may also be paid by third
16 parties. Notwithstanding anything else in this paragraph, the Bankruptcy Court shall be the
17 exclusive forum for determining any dispute over professional fees and expenses incurred by the
18 Reorganized Debtor through the date the Case is closed or a final decree is entered.

19 10. In the event a Stipulation Transaction is closed, any net proceeds from the sale after
20 payment from escrow of allowed Class 1, 2, and 3 claims, and all reserves required for disputed
21 claims, shall be held and distributed in accordance with the Plan from the trust account of
22 HACKER & WILLIG, INC., P.S.

23 11. Confirmation of the Plan does not cure the defaults of HomeStreet's loans.
24 HomeStreet has agreed pursuant to the Settlement Stipulation to forbear from holding a
25 foreclosure sale for a specified period.

26 VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

DEBTOR'S AMENDED PLAN
OF REORGANIZATION - 9

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1 The Debtor is unaware of any executory contracts or unexpired leases.

2 IX. CLAIMS OBJECTIONS

3 The Reorganized Debtor and any other appropriate party shall have until 90 days after the
4 Effective Date to file an objection to any claim with the Bankruptcy Court. All claim objections
5 shall be determined by the Bankruptcy Court after notice to the person whose claim is being
6 objected to and opportunity for a hearing.

7 X. UNCLAIMED FUNDS

8 The Reorganized Debtor may stop payment on any check intended as a payment on a
9 Class 4 claim under the Plan any time at least sixty (60) days after the check was mailed. If the
10 Reorganized Debtor stops payment on any check pursuant to the prior sentence, the claims of the
11 payee shall be deemed automatically disallowed for all purposes and the Reorganized Debtor may
12 use those funds for payment of Administrative Expenses and Class 4 claims in order of their
13 priority. The Reorganized Debtor may rely on the address set forth in each proof of claim (or if
14 there is no proof of claim, the address set forth in the bankruptcy schedules) unless the creditor
15 provides the Reorganized Debtor with a written notice of a change in the creditor's address.

16 XI. REPORTS AND STATUTORY FEES

17 Until the Case is closed or a Final Decree entered, the Reorganized Debtor shall: (1) file
18 post-confirmation reports consistent with Local Bankruptcy Rule 2015-1(c), and (2) pay all
19 quarterly fees due and payable to the Office of the United States Trustee.

20 XII. CLOSING CASE

21 The Reorganized Debtor, in its discretion, may move the Bankruptcy Court to enter a final
22 decree closing the Case provided, however, the Reorganized Debtor shall not move for a final
23 decree until all claim objections and adversary proceedings regarding the Lien Dispute have been
24 resolved by the Bankruptcy Court. After the Case is closed, the Reorganized Debtor, in its
25 discretion, may reopen the Case to resolve any issue relating to the Plan or claims by creditors.

26 XIII. MODIFICATION OF THE PLAN

**DEBTOR'S AMENDED PLAN
OF REORGANIZATION - 10**

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1 The Debtor may propose amendments or modifications to the Plan at any time prior to the
2 Confirmation Date as long as such amendments or modifications do not violate the terms of the
3 Settlement Stipulation. After the Confirmation Date, the Debtor or the Reorganized Debtor may,
4 with approval of the Bankruptcy Court, and so long as it does not violate the terms of the
5 Settlement Stipulation, or materially or adversely affect the interests of creditors, remedy any defect
6 or omission, or reconcile any inconsistencies in the Plan or in the Confirmation Order, in such a
7 manner as may be necessary to carry out the purposes and effect of the Plan.

8 XIV. RETENTION OF JURISDICTION

9 Following the Confirmation Date, the Bankruptcy Court shall retain jurisdiction over the
10 Reorganized Debtor and the Assets until the Amended Plan is fully consummated and an order
11 closing the Case is entered by the Bankruptcy Court. The Bankruptcy Court's retained jurisdiction
12 shall give it authority to hear matters for purposes of administering the Plan, including without
13 limitation:

- 14 1. To determine all adversary proceedings, applications, motions and contested matters
15 instituted prior to the closing of the Case;
- 16 2. To ensure that distributions are accomplished as provided in the Plan;
- 17 3. To determine all objections to Administrative Expenses and claims filed both before
18 and after the Confirmation Date;
- 19 4. To enter and implement such orders as may be appropriate in the event the
20 Confirmation Order is for any reason stayed, revoked, modified or vacated;
- 21 5. To issue orders in aid of execution of the Plan and to issue injunctions or take such
22 other actions or make such other orders as may be necessary or appropriate to restrain interference
23 with the Plan or its execution or implementation by any entity;
- 24 6. To consider all modifications of the Plan, to cure any defect or omission in the Plan,
25 or to reconcile any inconsistency in the Plan or any order of the Bankruptcy Court, including
26 without limitation, the Confirmation Order;

**DEBTOR'S AMENDED PLAN
OF REORGANIZATION - 11**

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