

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE:	§	CASE NO. 12-43311
	§	(Chapter 11)
SOUTHERN ONE TWENTY ONE	§	
INVESTMENTS, LTD.	§	
	§	
Debtor.	§	

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

On October 21, 2013 and November 18, 2013, the Court conducted hearings to consider confirmation of Southern One Twenty One Investments, Ltd.'s ("Debtor") Modified Second Amended Plan of Reorganization (the "Plan").¹ After considering the evidence presented by the Debtor and after reviewing the Plan filed on October 23, 2013 as Docket No. 202], and other pleadings on file, pursuant to Rules 9014 and 7052 of the Federal Rules of Bankruptcy Procedure and Rule 52 of the Federal Rules of Civil Procedure, the Court stated orally and recorded in open court its findings of fact and conclusions of law. Based upon such findings of fact and conclusions of law, which are incorporated herein by reference, the Court finds and concludes that this Order has merit and the Plan should be confirmed.

Accordingly, it is **ORDERED, ADJUDGED, and DECREED** that:

1. The Plan is **CONFIRMED** in accordance with section 1129 of the Bankruptcy Code.
2. Sufficient and proper notice of the Plan, the hearing to consider confirmation thereof, and the deadlines for voting and filing and serving objections to the Plan was

¹ On June 1, 2013, the Debtor filed its Plan of Reorganization [Docket No. 136]. On July 19, 2013, the Debtor filed its Amended Plan of Reorganization [Docket No. 164] ("Amended Plan"). On October 20, 2013, the Debtor filed its Second Amended Plan of Reorganization [Docket No. 193].

appropriately and timely provided by the Debtor to all known holders of Claims² and Interests. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(L).

3. This matter arises under title 11, and jurisdiction and authority is vested in this Court to enter a final order by virtue of 28 U.S.C. § 1334(a) and (b), 28 U.S.C. §§ 151, 157(a) and (b)(1) and the Standing Order of Reference in this District. These findings of fact and conclusions of law are being entered under Bankruptcy Rules 7052 and 9014.

4. All objections to the Plan have been withdrawn, overruled, or otherwise resolved in their entirety by inclusion of language in the Plan or this Order.

5. Pursuant to 11 U.S.C. §1127 and 3019 of the Federal Rules of Bankruptcy Procedure, the modifications in the Plan do not adversely change treatment of the Claims of any creditor who has not accepted the modifications in writing. Therefore, the modifications in the Plan are deemed accepted by all creditors and equity security holders who have previously accepted the Plan. In addition pursuant to 11 U.S.C. §1127, the holder of a claim or interest that accepted the Amended Plan is deemed to have accepted or rejected, as the case may be, the Plan, unless such holder changed such holder's previous acceptance or rejection on or before November 13, 2013.

6. Except as expressly noted otherwise herein, all motions and requests for relief under the Plan and all terms and conditions set forth in the Plan, including, without limitation, the discharges, releases, injunctions, and exculpation provisions contained in the Plan or set forth herein, and the treatment afforded to each Plan Class are approved, regardless of whether such plan provisions are expressly restated herein.

² Capitalized terms not defined in this order have the meaning given to those terms in the Plan.

7. The Plan complies with all of the applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) thereof.

8. The Plan designates appropriately, in conformance with section 1122 of the Bankruptcy Code, Classes of Claims and Interests, except Claims of a kind specified in sections 507(a)(1), 507(a)(2), and 507(a)(8) of the Bankruptcy Code.

9. The Debtor was legally entitled to invoke the protections of the Bankruptcy Code and filed its case in good faith. The Debtor, as a proponent of the Plan, has complied with the applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) thereof.

10. The votes with respect to the Plan were set forth in the various confirmation exhibits and are incorporated and adopted herein by reference.

11. The Plan:

- a. specifies every Class of Claims or Interests that is not impaired under the Plan;
- b. specifies the treatment of any Class of Claims or Interests that is impaired under the Plan;
- c. provides the same treatment for each Claim or Interest of a particular Class, unless the holder of a particular Claim or Interest agrees to a less favorable treatment of such particular Claim or Interest;
- d. provides adequate means for the Plan's implementation;
- e. contains only provisions that are consistent with the interests of creditors and equity security holders and with public policy with respect to the manner of selection of any officer or director under the Plan and any successor to such officer or director; and
- f. does not discriminate unfairly, and is fair and equitable, with respect to each Class of Claims or Interests that is impaired under the Plan and did not accept the Plan.

12. The Plan has been proposed in good faith and not by any means forbidden by law as required by section 1129(a)(3) of the Bankruptcy Code, and the Debtor, and its officer,

directors, members, employees, professionals, and agents are entitled to the benefits of section 1125(e) of the Bankruptcy Code.

13. Any payment made or to be made by the Debtor for services or for costs and expenses in or in connection with the Bankruptcy Case, or in connection with the Plan and incident to the Bankruptcy Case, has been or will be disclosed and has been or will be approved by the Court as reasonable under the terms of the Plan to the extent required by the Plan and section 1129(a)(4) of the Bankruptcy Code.

14. The Debtor has disclosed the identity and affiliations of the individuals who will serve, after confirmation of the Plan, as the general partner of the Debtor (i.e. Peter Ng is the President of the general partner of the Debtor). The Reorganized Debtor shall retain the name “Southern One Twenty One Investments, Ltd.,” but may do business under any name the Reorganized Debtor deems advisable or which is necessary or appropriate and allowable by law. Southern 121 Investments GP, Inc. (“General Partner”) shall remain as the general partner of the Reorganized Debtor. The continuance or appointment of such individuals as directors and to such offices is consistent with the interests of holders of Claims and Interests and with public policy. The Debtor has disclosed the identity of any insider that will be employed or retained by the Debtor and, to the extent so identified, the nature of any compensation for such insider, all as required by section 1129(a)(5). The President of the General Partner of the Debtor, Peter Ng, shall retain and be granted all authority to execute any and all documents on behalf of the Reorganized Debtor unless and until a successor or replacement shall be designated by the Reorganized Debtor.

15. The provisions required under section 1129(a)(6) of the Bankruptcy Code are not applicable to the Debtors or the Plan.

16. Each non-accepting holder of a Claim or equity Interest of each such Class will receive or retain under the Plan, on account of such Claim or equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date, all as required by section 1129(a)(7)(A) thereof.

17. Class 1 MetroBank Secured Claim changed its initial rejecting vote, after filing of the Plan, to a vote to accept the Plan. Class 2 Norman and Fawn Payson Secured Claim voted to accept the Plan. Class 3 Jimmy Y. An Secured Claim voted to accept the Plan. Class 4 Collin County Priority Tax Claim did not vote. Class 5 General Unsecured Claims voted to overwhelmingly accept the Plan. Class 6 Other Unsecured Claims did not vote. Class 7 Current Partnership Interests did not vote. The Court finds, determines, and concludes that, as set forth herein, the Plan complies with all applicable requirements of section 1129(a) other than paragraph (8) thereof, and does not discriminate unfairly, and is fair and equitable, with respect to each Class of Claims and Interests that is impaired under, and has not accepted, the Plan, and is properly confirmable under section 1129(b)(1).

18. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, and except to the extent that such Claims have been previously paid pursuant to a prior order of this Court, and noting that any objections to the Plan on the treatment set forth therein have been withdrawn or overruled, the Plan provides, as required by section 1129(a)(9) of the Bankruptcy Code, for proper treatment of all Claims of a kind specified in section 507(a)(8) of the Bankruptcy Code.

19. All Classes of Claims impaired by the Plan that voted have voted overwhelmingly to accept the Plan, not including votes by insiders, and the Plan has satisfied the requirements of section 1129(a)(10) of the Bankruptcy Code.

20. The Court finds that the Plan is feasible. Ng testified that confirmation and consummation of the Plan is not likely to be followed by a subsequent liquidation, or the need for further financial reorganization, of the Debtor or any successor of the Debtor under the Plan. Accordingly, the Plan complies with section 1129(a)(11) of the Bankruptcy Code. The structure of the Plan and mechanisms for implementation of the Plan are reasonable and appropriate. The evidence reflected that the Debtor will be able to pay all Administrative Claims as required by the Plan. Notwithstanding the foregoing language in this paragraph, the Court expressly reserves the right to amend or modify the Plan if needed to provide for payment in full of all Allowed Administrative Claims.

21. All fees payable to date under 28 U.S.C. § 1930 have been paid, and the Plan provides for the payment of all such fees by the Debtor on the Effective Date as required by section 1129(a)(12) of the Bankruptcy Code.

22. Sections 1129(a)(13)-(15) of the Bankruptcy Code do not apply to this Debtor or their Plan, and the Plan otherwise comports with section 1129(a)(16) of the Bankruptcy Code.

23. To the extent necessary to approve, implement, confirm, and enforce the discharges and injunctions set forth in the Plan and in this Order, the Court specifically finds, determines, and concludes that it has jurisdiction to enter this Order and all provisions herein pursuant to 28 U.S.C. §§ 157 and 1334(b), and that this Court has the authority to enter this Order and all provisions herein pursuant to sections 105(a) and 1123(b)(6) of the Bankruptcy Code. The Court further finds, determines, and concludes that the injunctions set forth in the

Plan and in this Order are necessary and appropriate because the enjoined third-party actions would have an adverse impact on the Debtor's ability to accomplish reorganization. The Court further finds, determines, and concludes that the injunctions set forth in the Plan and in this Order are necessary and appropriate because: (a) confirmation will allow the Debtor to reorganize its financial affairs, emerge from the Bankruptcy Case, and have an opportunity to pay a substantial dividend to creditors; (b) without the injunction, the Debtor's opportunity to reorganize would effectively be taken away; (c) the potential harm to the creditors is minimal because the injunction is temporary and expires on its own terms if the Debtor defaults on the Plan; and (d) the public interest is best served by facilitating the Debtor's opportunity to reorganize, and providing substantial distributions to numerous creditors that otherwise would receive nothing.

24. Without in any way limiting the scope of this Order or the Plan, and, except as otherwise provided in this Order or the Plan, this Order constitutes a discharge, injunction, and/or release as set forth below:

A. **Discharge.** The rights afforded in the Plan shall discharge all existing security interests, Liens, debts and Claims of any kind, nature, or description whatsoever against the Debtor or any of its assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code; upon the Effective Date, all existing Claims against the Debtor shall be, and shall be deemed to be, discharged, and all holders of Claims shall be precluded from asserting against the Debtor, or any of their assets or properties, any other or further Claim based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder filed a proof of Claim. Confirmation of the Plan and the obligations imposed on the Debtor and/or the Reorganized Debtor herein shall be in complete satisfaction, discharge and release of all Claims and Liens of any nature whatsoever against the Debtor and/or the Reorganized Debtor or any of its assets or properties; and, upon the Effective Date, the Debtor shall be deemed discharged, and released from any and all Claims, including but not limited to demands and liabilities that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code that arise prior to the Confirmation Date, whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under

section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is allowed under section 502 of the Bankruptcy Code, or (c) the holder of a Claim based upon such debt has accepted the Plan. Except as provided herein, the Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtor. As provided in section 524 of the Bankruptcy Code, such discharge shall void any judgment against the Debtor at any time obtained, to the extent it relates to a Claim, and operates as an injunction against the prosecution of any action against the Debtor, or its property, to the extent it relates to a Claim discharged. The discharge granted herein shall not discharge the Reorganized Debtor from the obligations in the Plan.

B. Injunctions. This Confirmation Order hereby approves the Plan injunctions and itself constitutes an injunction to the fullest extent necessary or helpful to effectuate the discharge of the Debtor provided herein. Without limiting the generality of the foregoing, this Order hereby enjoins and constitutes an absolute prohibition from pursuing or collecting Claims in any manner other than as provided for in the Plan, including any shareholder derivative Claims, trust fund liabilities, constructive trusts, statutory trusts, or liabilities arising from contribution, subrogation, warranty, indemnification or guarantee agreements whether as a representative of the Debtor or on an individual basis, or any foreclosure action by any Lien creditors.

This Order constitutes and provides for a temporary injunction by the Bankruptcy Court as of the Effective Date and shall include an absolute prohibition against any holder of a Claim, Contested Claim, Allowed Claim, Allowed Secured Claim, Priority Tax Claim, or any other tax Claim or any Lien from commencing or continuing any action or proceeding against any Guarantor for payment of a Claim (including but not limited to any shareholder derivative claims, trust fund liabilities, constructive trusts, statutory trusts, civil or criminal fines, tax penalties, interest or base tax liability, or restitution payments, or liabilities arising from contribution, subrogation, warranty, indemnification or guarantee agreements). The injunction applies so long as the Reorganized Debtor is making Plan-related payments and is not in default of the payment terms of such Claim under the Plan. Any payment default in the Plan by the Reorganized Debtor that remains uncured for thirty (30) days after receipt by the Reorganized Debtor and its bankruptcy counsel of written notice from the unpaid party a ("Non-Cured Default") shall automatically and without order of the Court result in the dissolution of the injunction granted hereunder as to said party. In any event, the non-Debtor injunction shall expire thirty (30) days after the last Plan-related payment has been made. To the extent necessary, any applicable statute of limitations against collection from any third party is specifically tolled from the period of time from the Petition Date until thirty (30) days after the earlier of (a) the date upon which the Reorganized Debtor fails to timely cure any written notice of default as set forth in the Plan or (b) the date of the Reorganized Debtor's last payment required under the Plan.

From and after the Confirmation Date, all persons or entities that hold, have held, or may hold Claims against or Interests in the Debtors are temporarily restrained and enjoined from, directly or indirectly, commencing or continuing in any manner any action or other proceeding of any kind against Mr. Peter Ng unless and until one or more Final Orders are entered that determine a Non-Cured Default exists under the Plan except this temporary injunction shall not be applicable to MetroBank. These temporary injunctions comply with Weaver v. Texas Capital Bank, N.A., 2010 WL 3119397 (N.D. Tex. Aug. 5, 2010), In re Bernhard Steiner Pianos USA, Inc., 292 B.R. 109 (Bankr. N.D. Tex. 2002), and In re Seatco, Inc., 259 B.R. 279 (Bankr. N.D. Tex. 2001).

C. Exculpation and Releases. The Debtor shall not have or incur any liability to any holder of a Claim or Interest for any act, event, or omission in connection with, or arising out of, the Bankruptcy Case, the confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence. As of the Effective Date, each employee, officer, and director of the Debtor who served in such capacity from and after the Petition Date, the Debtor, shall be deemed to be released from all Claims, demands, and suit, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted, which may be held or asserted by the Debtor, Reorganized Debtor, or any current or former holder of a Claim or Interest regarding or related to the Debtor or the Debtor's business operations within the Bankruptcy Case from the Petition Date to the Effective Date, other than the obligations under the Plan.

D. Lawsuits. Upon entry of this Confirmation Order, all lawsuits, litigation, administrative, or other proceedings, judicial or administrative, in connection with the assertion of a Claim or Lien against the Debtor or property of the Debtor's estates, shall be subject to the discharge, if any is applicable, and any other injunctions set forth in the Bankruptcy Code or this Confirmation Order. Such discharge injunctions shall be with prejudice to the assertion of such Claim or Lien in any manner other than as prescribed by the Plan. All parties to any such action shall be, and hereby are, enjoined from taking any action in violation of the Bankruptcy Code or this Confirmation Order. All lawsuits, litigation, administrative, or any other proceedings, judicial or administrative, in connection with the assertion of any Claims by the Debtor shall become property of the Reorganized Debtor to prosecute, settle, or dismiss as the Reorganized Debtor sees fit. Nothing in this paragraph shall create or be deemed to create any additional discharges not provided in the Bankruptcy Code, the Plan, or Confirmation Order.

25. Notwithstanding any other term, section or provision of this Order or the Plan (including paragraphs 23 and 24 above), the Allowed MetroBank Secured Claim, the MetroBank Loan Documents (as modified pursuant to the Plan), the MetroBank Modification Agreement,

any guaranty agreement executed by Peter Kim- Seng Ng, Southern 121 Investments GP, Inc., and Sophie Shu- Huei Ng or any other guarantor, and the rights, remedies, liens, interests, and security interests granted under the MetroBank Loan Documents, such guaranty agreements, applicable law or the Plan (and the exercise or enforcement thereof) are not discharged, exculpated, released, enjoined, temporarily enjoined, or restrained by this Order or the Plan, and any injunction, discharge or restraint in the Plan or this Order is not applicable against MetroBank or its assignees,

26. Except as otherwise set forth herein, pursuant to the Plan and sections 105(a) and 1123(a)(5)(B) of the Bankruptcy Code, the vesting of property of the Debtor's estate (collectively, the "Estate Assets") in the Reorganized Debtor is authorized and approved, with the Estate Assets vesting in Reorganized Debtor subject to the Allowed MetroBank Secured Claim, the MetroBank Loan Documents, the MetroBank Modification Agreement, the liens, rights, claims and interests in and under the MetroBank Loan Documents and the terms and conditions of the Plan, and the Reorganized Debtor is authorized, empowered, and ordered to receive all rights, titles, and interests in and to the Estate Assets in accordance with the terms and conditions of the Plan. The Reorganized Debtor assumes and is obligated to pay and perform all obligations and claims under the Plan.

27. The Reorganized Debtor is authorized and empowered to take such actions and do all things and to incur all reasonable costs and expenses as may be necessary and required to implement and effectuate the Plan, including authority to issue, execute, deliver, file, and record, as appropriate, any instrument, or perform any act necessary to implement, effectuate, or consummate the Plan or this Order, and to perform such other acts and execute and deliver such other documents as are required by, consistent with and necessary or appropriate to implement,

effectuate, or consummate the Plan and this Order and the transactions contemplated thereby and hereby, all without the requirement of further application to, or order of, the Court or further action by the Debtor or the Reorganized Debtor.

28. In accordance with section 1141 of the Bankruptcy Code, (i) the Plan and each of its provisions, (ii) all documents executed in connection with and pursuant to the terms of the Plan, and (iii) this Order shall be binding upon the Debtor, upon each person or entity acquiring or receiving property under the Plan, upon each lessor or lessee of property to or from the Debtor, upon each holder of a Claim or Lien against, or equity security Interest in, the Debtor, whether or not the Claim, Lien, or Interest of such creditor or Interest holder is impaired under the Plan and whether or not such creditor or equity Interest holder has filed, or is deemed to have filed, a proof of Claim or equity Interest, and upon each party to this Bankruptcy Case, and irrespective of whether such provision of the Plan is specifically mentioned or otherwise referred to in this Order.

29. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Order, the Plan, and all other instruments and other documents executed and delivered pursuant to the Plan shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law, rule, or regulation relating to financial condition.

30. The Debtor and the Reorganized Debtor shall have the right, to the full extent permitted by section 1142 of the Bankruptcy Code, to apply to this Court for an order, notwithstanding any otherwise applicable nonbankruptcy law, rule, or regulation relating to financial condition, directing any appropriate entity to execute and deliver any instrument or perform any other act necessary to implement the Plan or the provisions of this Order.

31. Except as released or as provided in the Plan, the Reorganized Debtor shall retain and may demand, enforce, and litigate any Estate Actions, Claims, rights, and causes of action that the Debtor or its estate may hold against any person, entity, including, without limitation, (i) any Estate Actions, Claims, rights, or causes of action arising under chapter 5 or other provisions of the Bankruptcy Code or any other provisions of state or federal law, or any other statute or legal theory, and (ii) any Claims arising by statute or at law or equity against any current or former officer, director, shareholder, agent, or employee of the Debtor. Except as released or as provided in the Plan, no Claims of the Debtor against any person or entity shall be discharged, released, or compromised pursuant to the Plan or this Order and all other instruments and documents executed and delivered pursuant to the Plan unless expressly stated otherwise herein. For avoidance of doubt, all claims of the Debtor, its estate and the Reorganized Debtor against MetroBank, New Era Life Insurance Company and certain others are released and waived as set forth in Section 5.1 of the Plan.

32. The Debtor's rejection of their various executory Contracts pursuant to 10.1 to the Plan is approved pursuant to section 365 of the Bankruptcy Code and is done with proper exercise of the Debtor's business judgment and is in the best interests of the estates. Any Claims arising out of the rejection of executory Contracts pursuant to Section 10.1 or other provision of the Plan must be filed with the Court and served upon the Debtor no later than thirty (30) days after the Effective Date; provided, however, that this provision shall not serve to extend any deadline previously established by the Bankruptcy Court for filing Claims arising from rejection of an executory Contract or other Claim. Any Claims not filed within such time shall be and are forever barred and will not receive any distributions under the Plan. Claims arising from the

rejection of an executory Contract shall be treated, to the extent Allowed, as Class 5 General Unsecured Claims.

33. The Debtor's assumption of any executory Contracts is approved pursuant to section 365 of the Bankruptcy Code and is done with proper exercise of the Debtor's business judgment and is in the best interests of the estates. Confirmation of the Plan by this Order shall be deemed (i) adequate assurance of prompt cure of any default under such Contracts solely based upon the Reorganized Debtor's obligations in the Plan to make the Cure Payments, if any, and (ii) adequate assurance of future performance under such Contracts. The Debtor hereby assumes the Right of First Refusal Agreement between the Debtor and Hijo, Ltd. and One Longhorn Land I, L.P. ("ROFR Parties") dated September 2008 ("ROFR"). The Debtor and the ROFR Parties agree that any of the acres covered by the ROFR owned by the Debtor at the time the Plan is confirmed shall be the acres covered by the amended ROFR to be executed as described below ("Remaining ROFR Acres"). The Debtor and the ROFR Parties agree that should the Reorganized Debtor have a sale of all of the remaining acres owned by the Reorganized Debtor that the ROFR will not be enforceable and the Reorganized Debtor shall proceed with the sale without the need to comply with the terms of the ROFR. The Debtor and ROFR Parties also agree should a sale of any of the remaining acres by the Reorganized Debtor include the Remaining ROFR Acres that the ROFR Parties shall have the right of first to refusal as to all of the acres subject of that sale. The Debtor and the ROFR Parties shall execute an amended ROFR reflecting this agreement. Such agreement and the ROFR, as it may be amended, do not alter, affect or prime MetroBank's rights, liens and interests.

34. The Debtor is hereby authorized and directed to execute the modification agreement ("MetroBank Modification Agreement") with MetroBank required by the Plan (and

substantially in the form admitted as an Exhibit at the hearing) and otherwise perform as detailed in the Plan, including at Section 5.1, with such treatment of MetroBank's claim in the Plan being a proper exercise of the Debtor's business judgment and a good-faith, reasonable, fair and equitable, arms' length agreement previously noticed to all parties in interest. The MetroBank Modification Agreement shall, when executed, be a MetroBank Loan Document for purposes of the Plan. Peter Ng is authorized to execute the MetroBank Modification Agreement on behalf of the Debtor and its general partner. The relief, prohibitions and restraints in section 5.1 of the Plan with respect to actions by the Debtor or Reorganized Debtor after confirmation of the Plan (set forth in bold and capitalized print on page 15 and 16 of the Plan) are approved and so Ordered.

35. All requests for payment of Administrative Claims, other than Fee Claims as set forth in this paragraph or Administrative Claims to the extent incurred by the Debtor in the ordinary course of business and recorded in the Debtor's books and records, shall be filed with the Bankruptcy Court and served upon the Debtor and other notice parties within thirty (30) days following the Effective Date or by such earlier deadline as may apply to such Administrative Claim pursuant to an earlier order of the Court, if any. An Administrative Expense with respect to which notice has been properly filed pursuant to Section 4.1(a) of the Plan shall become an Allowed Administrative Expense if no objection is filed within thirty (30) days after the filing and service of notice of such Administrative Expense. If an objection is timely filed, the Administrative Expense shall become an Allowed Administrative Expense only to the extent Allowed by Final Order. Pursuant to Article 4 of the Plan, all requests for fee claims of professional persons shall be filed with the Bankruptcy Court and served upon the Debtor and other notice parties within thirty (30) days following the Effective Date; provided that such

deadline and process does not apply to fees of professionals employed by MetroBank. Except as provided herein or in the Plan, any Administrative Claim or Professional Fee Claim for which an application or request for payment is not filed within such time period shall be discharged and forever barred.

36. After the Confirmation Date, the Debtor or the Reorganized Debtor, as the case may be, may, subject to Court approval and with the written consent of MetroBank, and so long as it does not materially or adversely affect the rights set forth in the Plan of creditors and other parties-in-interest, amend or modify the Plan and related documents to remedy any defect or omission or reconcile any inconsistencies in such documents or in this Order, in such manner that may be necessary to carry out the purposes and intent of the Plan.

37. This Order shall be effective according to its terms upon the entry of this Order. This Order is a final Order immediately subject to appeal. The stay of Federal Rule of Bankruptcy Procedure 3020(e) is waived by the Court for cause shown.

38. The Court shall retain full jurisdiction of this Bankruptcy Case until entry of a Final Decree, at which time the Court shall retain jurisdiction over this Bankruptcy Case as permitted by law and the Plan.

39. Pursuant to Bankruptcy Rule 3020(c), the Debtor shall, within two (2) business days after the entry of this Order, serve notice of the entry of this Order as provided in Bankruptcy Rule 2002(f) to all persons and entities required in Rules 2002 and 3020(c)(2) of the Federal Rules of Bankruptcy Procedure.

40. The Reorganized Debtor shall file and serve on all parties set forth in the foregoing paragraph a Notice of Effective Date, with deadlines for filing and serving rejection

claims and administrative claims clearly indicated, no later than two (2) Business Days after the occurrence of the Effective Date.

41. Nothing in this Plan shall be construed to limit or impair, and the Debtor shall take no action to limit or impair in any way, the *Easement for Right-of-Way Sanitary Sewer Pipeline Indian Creek Force Main Project 139, IRS06-1* granted by Southern 121 Investments GP, Inc. to the North Texas Municipal Water District on August 19, 2009, and filed and recorded under Document Number 20091002001224410 in the Official Public Records of Collin County, Texas on October 2, 2009.

42. A typographical error in a sentence in the third bullet point paragraph on page 13 of the Plan is corrected by this Order. The existing sentence reads: “Commencing February 1, 2015, and on the first day of each month thereafter through and including a monthly payment due and owing on December 1, 2015, . Debtor shall pay, and there is due and owing under the MetroBank Note, a monthly payment of all accrued unpaid interest that accrues in the immediately preceding month.” A corrected sentence is inserted in place of such existing sentence that reads as follows: “Commencing February 1, 2015, and on the first day of each month thereafter through and including a monthly payment due and owing on December 1, 2015, Debtor shall pay, and there is due and owing under the MetroBank Note, a monthly payment of all accrued unpaid interest that accrues in the immediately preceding month.”

43. Nothing in this Order or the Plan shall be construed to limit or impair Ken Goldberg and/or Neil Goldberg’s rights and remedies as the holders of a lien or security interest in any of the New Partnership Interests as provided for in Section 5.7 of the Plan.

44. In the event and to the extent that any provision of this Order conflicts with any provision of the Plan, the provisions of this Order shall control.

Signed on 11/27/2013

Brenda T. Rhoades SR
HONORABLE BRENDA T. RHOADES,
UNITED STATES BANKRUPTCY JUDGE