UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
	:	**Case No. 12-12437 (KJC)**
CHL, LTD., *et al.*,[1]	:	**(Jointly Administered)**
Debtors.	:	**Related Docket Nos. 21, 81, 120, 139, 145**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (A) APPROVING ADEQUACY OF THE DEBTORS' DISCLOSURE STATEMENT; (B) APPROVING PREPETITION SOLICITATION PROCEDURES; AND (C) CONFIRMING JOINT MODIFIED PREPACKAGED PLAN OF REORGANIZATION OF CHL, LTD. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

The above-captioned debtors and debtors in possession (collectively, the "Debtors") having:[2]

a. commenced the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the "Bankruptcy Code") on August 29, 2012 (the "Petition Date");

b. continued to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c. filed, on August 29, 2012, (i) the *Joint Prepackaged Plan of Reorganization of CHL, Ltd. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (the "Original Plan") [Docket No. 21] and (ii) the *Disclosure Statement for*

[1] The Debtors in these chapter 11 cases, along with the last four (4) digits of each Debtor's federal tax identification number, where applicable, are: CHL, Ltd., a Delaware corporation (9198) ("Parent"); Contec Holdings, Ltd., a Delaware corporation (0443); Contec Acquisition Corp., a Delaware corporation (9196); Contec, LLC, a Delaware limited liability company (9576); Contec Licenses, LLC, a Delaware limited liability company (2264); WorldWide Digital Company, LLC, a Delaware limited liability company (9617); Contec de Mexico, S. de R.L. de C.V., a Sociedad de Responsabilidad Limitada de Capital Variable (a Mexico-based Debtor that does not have a federal tax identification number), and Ensambladora de Matamoros, S. de R.L. de C.V., a Sociedad de Responsabilidad Limitada de Capital Variable (a Mexico-based Debtor that does not have a federal tax identification number). The Debtors' mailing address is 1023 State Street, Schenectady, New York 12307.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan (as defined herein).

Debtors' Prepackaged Joint Plan of Reorganization Pursuantto Chapter 11 of the Bankruptcy Code [Docket No. 22] (the "Disclosure Statement" or "Solicitation and Disclosure Statement");

d. distributed the Disclosure Statement and appropriate Ballots for voting on the Plan to Holders of Senior Credit Agreement Claims (Class 3) and Subordinated Note Claims (Class 6), beginning on August 23, 2012, consistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), set the Voting Deadline as September 24, 2012 at 4:00 P.M. (prevailing Eastern Time) as evidenced by the *Declaration of Craig E. Johnson of The Garden City Group, Inc. Certifying (I) Methodology for the Tabulation of Votes on Joint Prepackaged Plan of Reorganization of CHL, Ltd. and its Debtor Affiliates and (II) Voting Results*, sworn to and filed with the Court on October 1, 2012[Docket No.130] (the "Voting Certification");

e. filed, on August 29, 2012, the *Motion of the Debtors for an Order (I) Scheduling Combined Hearing on (A) Disclosure Statement, (B) Prepetition Solicitation Procedures, and (C) Confirmation of Prepackaged Plan, (II) Fixing Deadline to Object to Prepackaged Plan and Disclosure Statement, (III) Approving Form and Manner of Notice of Combined Hearing and Objection Deadline, (IV) Conditionally (A) Directing the United States Trustee Not to Convene Creditors' Meeting and (B) Waiving Requirement of Filing Statements of Financial Affairs and Schedules of Assets and Liabilities, and (V) Granting Related Relief*[Docket No. 16] (the "Scheduling Motion");

f. filed, on August 29, 2012, the *Notice of Commencement of Chapter 11 Cases and Summary of Plan of Reorganization and Notice of Hearing to Consider (I) Debtors' Compliance with Disclosure Requirements and (II) Confirmation of Plan of Reorganization*, which contained notice of the commencement of the Chapter 11 Cases, the date and time set for the hearing to consider approval of the Disclosure Statement and confirmation of the Plan, the deadline for filing objections to the Plan and Disclosure Statement, and a summary of the Plan (the "Combined Notice");

g. served, pursuant to the *Order (I) Scheduling a Combined Hearing On (A) Disclosure Statement, (B) Prepetition Solicitation Procedures, and (C) Confirmation of the Prepackaged Plan, (II) Fixing Deadline to Object toPrepackaged Plan and Disclosure Statement, (III) Approving Form and Manner of Notice of Combined Hearing and Objection Deadline, (IV) Conditionally (A) Directing the United States Trustee Not to Convene Creditors' Meeting and (B) Waiving Requirement of Filing Statements of Financial Affairs and Schedules of Assets and Liabilities, and (V) Granting Related Relief*, entered on August 31, 2012[Docket No.58] (the "Scheduling Order"), the Combined Notice in accordance with the terms of the Scheduling Order, as evidenced by the *Affidavit*

of Service filed on September 10, 2012 [Docket No. 81] (the "Affidavit of Service");

h. published on September 20, 2012 in *USA Today*, pursuant to the Scheduling Order, an abbreviated form of the Combined Notice, as evidenced by the *Affidavit of Publication* [Docket No. 129] (the "Publication Affidavit," and together with the Affidavit of Service, the "Notice Affidavits");

i. filed, on September 24, 2012, that certain supplement to the Plan [Docket No. 120] (as the documents contained therein have been or may further be amended or supplemented, the "Plan Supplement");

j. filed, on October 3, 2012, the *Notice of Joint Modified Prepackaged Plan of Reorganization of CHL, Ltd. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 139](in substantially the form annexed hereto as **Exhibit A**, the "Plan");

k. filed, on October 2, 2012, the *Debtors Memorandum of Law in Support of Its Request for an Order (I) Approving the Debtors' (A) Disclosure Statement Pursuant to Sections 1125 and 1126(b) of the Bankruptcy Code, (B) Solicitation of Votes and Voting Procedures, and (C) Forms of Ballots and (II) Confirming the Joint Modified Prepackaged Plan of Reorganization of CHL, Ltd. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated October 2, 2012 [Docket No.132] (the "Confirmation Brief");

l. filed, on October 3, 2012, (i) the *Declaration of Kurt Schnaubelt in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of CHL, Ltd. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No.142] (the "Schnaubelt Declaration"), (ii) the *Declaration of Mark Hootnick in Support of Confirmation of the Joint Modified Prepackaged Plan of Reorganization of CHL, Ltd. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No.140] (the "Hootnick Declaration," and together with the Schnaubelt Declaration, the "Confirmation Declarations"); and

m. filed, on October 3, 2012, the *Notice of ProposedFindings of Fact, Conclusions of Law, and Order (A) Approving Adequacy of the Debtors' Disclosure Statement; (B) Approving Prepetition Solicitation Procedures; and (C) Confirming Joint Modified Prepackaged Plan of Reorganization of CHL, Ltd. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. ___].

The Court having:

a. entered, on August 31, 2012, the Scheduling Order, which set October 4, 2012 at 11:00 A.M. (prevailing Eastern Time) as the date and time for the commencement of the Combined Hearing (as defined therein) pursuant to Bankruptcy Rules 3017

and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code, as set forth in the Scheduling Order;

c. reviewed the Plan, the Disclosure Statement, the Scheduling Motion, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Voting Certification, the Notice Affidavits, the form of Ballots and all filed pleadings, exhibits, statements, and comments regarding confirmation of the Plan, including all objections, statements and reservations of rights;

d. held the Combined Hearing to consider the adequacy of the Disclosure Statement and the confirmation of the Plan on October 4, 2012, after due and sufficient notice was given to Holders of Claims against, and Interests in, the Debtors and other parties in interest in accordance with the Scheduling Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, each as established by the Notice Affidavits;

e. heard the statements and arguments made by counsel in respect of confirmation and approval of the Disclosure Statement and the Solicitation Procedures (as defined in the Scheduling Motion), and there being no objections;

f. considered all oral representations, testimony, documents, filings and other evidence regarding confirmation and approval of the Disclosure Statement and the Solicitation Procedures; and

g. overruled any and all objections (to the extent not withdrawn) to the Plan, the Plan Supplement, the Disclosure Statement, the Solicitation Procedures, and this order (the "Confirmation Order") and all statements and reservations of rights not consensually resolved or withdrawn, unless otherwise indicated; and taken judicial notice of all pleadings and other documents filed, all orders entered and all evidence and arguments presented in the Chapter 11 Cases.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED AND ORDERED THAT:

A. Findings and Conclusions. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact pursuant to Fed. R. Civ. P. 52, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Approval of the Disclosure Statement, approval of the Solicitation Procedures, and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b), and this Court has jurisdiction to enter a final order with respect thereto. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors are proper plan proponents in under section 1121(a) of the Bankruptcy Code.

C. Chapter 11 Petitions. On August 29, 2012 (the "Petition Date"), each of the Debtors filed a voluntary petition with this Court for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases, and no statutory committees have been appointed or designated. The Court has ordered the procedural consolidation and joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). [Docket No. 47].

D. Judicial Notice. The Court takes judicial notice of (and deems admitted into evidence for the Combined Hearing) the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including 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 the Chapter 11 Cases.

E. Burden of Proof. The Debtors have the burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. Each Debtor has met such burden.

F. Adequacy of Disclosure Statement. The Disclosure Statement (a) contains sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy laws, including the Securities Act of 1933, as amended (the "Securities Act"), (b) contains "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2)) with respect to the Debtors, the Chapter 11 Cases, the Plan, and the transactions contemplated therein, and (c) is approved in all respects.

G. Voting. As evidenced by the Voting Certification, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law, rule, and regulation.

H. Solicitation. Prior to the Petition Date, the Plan, the Disclosure Statement, the Ballots (as defined in the Scheduling Motion), and other materials collectively comprising the "Solicitation Package" (as defined in the Scheduling Motion) and, subsequent to the Petition Date, notice of the Combined Hearing (as defined in the Scheduling Motion), were transmitted and served in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018 (as well as the reduction of certain time periods pursuant to Bankruptcy Rule 9006), the Local Rules, and the Scheduling Order. The forms of the Ballots adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders of Senior Credit Agreement Claims (Class 3) and Subordinated Note Claims (Class 6), which were the only Classes entitled to vote to accept or reject the Plan (the "Voting Classes"). The Voting Deadline (as defined in the Scheduling Motion) was reasonable under the circumstances of these Chapter 11 Cases and enabled Holders of Claims in the Voting Classes to make an informed decision to accept or reject the Plan. The

Debtors were not required to solicit votes from the Holders of Parent Other Priority Claims (Parent Class 1), Parent Unsecured Claims (Parent Class 2), Other Secured Claims (Class 1), Other Priority Claims (Class 2), General Unsecured Claims (Class 4), Intercompany Claims (Class 7), or Parent Subsidiaries' Equity Interests (Class 9), as such Classes are Unimpaired under the Plan and conclusively presumed to have accepted the Plan. The Debtors were also not required to solicit votes from Holders of Parent Equity Interests (Parent Class 3), Former Executive Compensation Claims (Class 5), or Subordinated Securities Claims (Class 8), as such Classes are Impaired and shall not receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan. As described in and evidenced by the Scheduling Motion, the Voting Certification, and the Notice Affidavits, the transmittal and service of the Plan, the Disclosure Statement, the Ballots, the Combined Notice (and publication of an abbreviated form of the Combined Notice) was timely, adequate, and sufficient under the circumstances. The solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based on the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and all other applicable rules, laws, and regulations. The Debtors, the Reorganized Debtors, the Senior Agent, Senior Lenders, the DIP Agent, the DIP Lenders, the Subordinated Note Agent, the Subordinated Noteholders, the Sponsor, and any and all affiliates, directors, officers, members, managers, shareholders, partners, employees, attorneys, and advisors of the foregoing are entitled to the protection of section 1125(e) of the Bankruptcy Code.

I. Notice. As is evidenced by the Voting Certification and the Notice Affidavits, all parties required to be given notice of the Combined Hearing and the Objection Deadline (as defined in the Scheduling Motion) have been given due, proper, timely, and

adequate notice in accordance with the Scheduling Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required. Moreover, the publication notice of the Combined Hearing provided by the Debtors was sufficient to notify persons who did not otherwise receive the Combined Notice (as defined in the Scheduling Motion) of the Combined Hearing and Objection Deadline.

J. Modifications of the Plan. The modifications made to the Plan between solicitation and the Confirmation Date (collectively, the "Modifications") constitute technical changes and do not materially adversely affect or change the treatment of any Claims against or Equity Interests in the Debtors and comply in all respects with section 1127 of the Bankruptcy Code. Accordingly, pursuant to Bankruptcy Rule 3019: (a) no other or further disclosure with respect to the Modifications is required under section 1125 of the Bankruptcy Code; and (b) neither re-solicitation of votes nor affording Holders of Claims in the Voting Classes the opportunity to change a previously cast Ballot is required under section 1126 of the Bankruptcy Code. The filing of the Plan with the Court and the disclosure of the Modifications on the record at the Combined Hearing constitutes good and sufficient notice of the Modifications.

K. Plan Supplement. The Debtors' Plan Supplement includes forms of the following documents: Exit Credit Agreement, Second Lien Note Agreement, New Intercreditor Agreement, Reorganized Parent Constituent Documents, Stockholders' Agreement, Registration Rights Agreement, and Warrants. All such materials are consistent with the terms of the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice is either required or appropriate.

L. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with all applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies the Debtors as proponents, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

M. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). (1) Article III of the Plan classifies three Classes of Claims against and Equity Interests in Parent and nine Classes of Claims against and Equity Interests in the Parent Subsidiaries. The Claims and Equity Interests placed in each Class are substantially similar to other Claims and Equity Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims against and Equity Interests in Parent and the Parent Subsidiaries as designated by the Plan. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code. Administrative Claims (Section 2.1 of the Plan), Priority Tax Claims (Section 2.2 of the Plan), and DIP Credit Agreement Claims (Section 2.4 of the Plan) are not required to be classified under the Plan.

N. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Sections 3.2 and 3.4 of the Plan specify that Parent Class 1 (Parent Other Priority Claims), Parent Class 2 (Parent Unsecured Claims), Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (General Unsecured Claims), Class 7 (Intercompany Claims), and Class 9 (Parent Subsidiaries' Equity Interests) are not Impaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

O. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan designates Parent Class 3 (Parent Equity Interests), Class 5 (Former Executive Compensation Claims) and Class 8 (Subordinated Securities Claims) as Impaired and specifies

the treatment of the Claims and Equity Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

P. No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment by the Debtors for each Claim or Equity Interest in each respective Class unless the Holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of such Claim or Equity Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

Q. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan and the various documents and agreements contained in the Plan Supplement provide adequate and proper means for the implementation of the Plan, thereby satisfying section 1123(a)(5) of the Bankruptcy Code, including, but not limited to (as more fully described in Article IV of the Plan) (a) the substantive consolidation of the Parent Subsidiaries' Estates for Plan purposes only, (b) the vesting of assets of each Debtor in the appropriate Reorganized Debtor free and clear of all Claims, liens, encumbrances, and other interests; (c) the continued corporate existence of the Debtors; (d) the cancellation of the Senior Credit Agreement, the Note Purchase Agreement, the Subordinated Notes, the Parent Equity Interests, and any Liens securing a Secured Claim (except those Liens, if any, securing any Secured Claims that are reinstated under the Plan), notes, bonds, indentures, certificates, and other instruments or documents evidencing or creating any Claims or Equity Interests that are Impaired under the Plan; (e) the adoption and filing of New Constituent Documents; (f) the settlement of Sponsor's Claims against the Debtors, their affiliates, successors and assigns; and (g) generally allowing for all corporate action necessary to effectuate the Plan, including, without limitation, the selection of the directors and officers of the Reorganized Debtors, the execution of and entry into the Exit Facility Documents and the Second Lien Note Documents, the issuance of the Warrants, the issuance of the Reorganized

Parent Common Stock, and the execution of and entry into the Stockholders' Agreement and the Registration Rights Agreement.

R. Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). The relevant New Constituent Documents prohibit the Reorganized Debtors from issuing non-voting equity securities, thereby satisfying section 1123(a)(6) of the Bankruptcy Code.

S. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). Sections 4.8 and 4.9 of the Plan contain provisions with respect to the manner of selection of directors and officers of the Reorganized Debtors that are consistent with the interests of creditors, equity security holders, and public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

T. Impairment/Unimpairment of Classes of Claims and Equity Interests (11 U.S.C. § 1123(b)(1)). As permitted by section 1123(b)(1) of the Bankruptcy Code, Article III of the Plan designates the following Classes of Claims and Equity Interests as Impaired: Parent Class 3 (Parent Equity Interests), Class 3 (Senior Credit Agreement Claims), Class 5 (Former Executive Compensation Claims), Class 6 (Subordinated Note Claims), and Class 8 (Subordinated Securities Claims). Article III of the Plan designates the following Classes of Claims and Equity Interests as Unimpaired: Parent Class 1 (Parent Other Priority Claims), Parent Class 2 (Parent Unsecured Claims), Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (General Unsecured Claims), Class 7 (Intercompany Claims), and Class 9 (Parent Subsidiaries' Equity Interests).

U. Assumption and Rejection (11 U.S.C. § 1123(b)(2)). Article V of the Plan, which governs the assumption and rejection of executory contracts and unexpired leases, and the schedule of executory contracts and unexpired leases to be assumed that is included in the Plan

Supplement, meet the requirements of section 365(b) of the Bankruptcy Code. No party has objected to the Debtors' proposed assumption or rejection of executory contracts and/or unexpired leases pursuant to Article V of the Plan.

V. Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). Each of the provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

W. Cure of Defaults (11 U.S.C. § 1123(d)). Section 5.1(c) of the Plan provides for the satisfaction and/or cure of default claims associated with any executory contract or unexpired lease to be assumed pursuant to the Plan, in accordance with section 365(b)(1) of the Bankruptcy Code. Any monetary amount by which any executory contract or unexpired lease to be assumed is in default shall be satisfied by payment of such amount in Cash on the Effective Date, or upon such other terms as the parties to such executory contract or unexpired lease may otherwise agree. If a dispute arises regarding (i) the amount of any cure payments required under section 365(b)(1) of the Bankruptcy Code, (ii) the ability of the Reorganized Debtor or any assignee thereof to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption under section 365 of the Bankruptcy Code, the cure payments required under section 365(b)(1) of the Bankruptcy Code, if any, shall be made following the entry of a Final Order resolving such dispute. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

X. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code with respect to the Plan and the solicitation of votes thereupon. Specifically: (i) each of the

Debtors is an eligible debtor under section 109 of the Bankruptcy Code; (ii) the Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court; and (iii) the Debtors have complied with sections 1125 and 1126(b) of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, applicable nonbankruptcy law, the Scheduling Order, and all other applicable rules and regulations, in transmitting the Solicitation Package to Holders of Claims in the Voting Classes and in soliciting and tabulating the votes to accept or reject the Plan.

Y. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan (including the Plan Supplement and all other documents and agreements necessary to effectuate the Plan and restructuring transactions contemplated therein) has been proposed in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. Such good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the Plan Support Agreement, the Schnaubelt Declaration, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. The Plan, which was developed after many months of analysis and negotiations, was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' estates and effectuating a successful reorganization of the Debtors as a going concern. The Plan was developed and negotiated in good faith and at arm's-length. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions were negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129, and 1142 of the Bankruptcy Code, and are each necessary for the Debtors' successful reorganization.

Z. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made by the Debtors for services or for costs and expenses in or in

connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code. Notwithstanding the foregoing, pursuant to Section 2.3(b) of the Plan, all reasonable fees and expenses of the Senior Agent Professionals incurred in connection with the Chapter 11 Cases prior to the Effective Date shall be paid in Cash in full on or before the Effective Date without application to or approval by the Bankruptcy Court.

AA. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The Debtors announced the identity and affiliations of the persons proposed to serve as the initial directors and officers of each of the Reorganized Debtors after the Confirmation Date on the record at the Combined Hearing to the extent such information is available, and the appointment to, or continuance in, such offices of such persons is consistent with the interests of Holders of Claims against and Equity Interests in the Debtors and with public policy.

BB. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Debtors' businesses do not (and, after the Confirmation Date, will not) involve rates established or approved by, or otherwise subject to, any governmental regulatory commission. Thus, section 1129(a)(6) of the Bankruptcy Code does not apply.

CC. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Schnaubelt Declaration, the liquidation analysis contained in the Disclosure Statement, and the other evidence proffered or adduced at the Combined Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each Holder of an Impaired Claim or Equity Interest either has

accepted the Plan or 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 receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

DD. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Parent Class 1 (Parent Other Priority Claims), Parent Class 2 (Parent Unsecured Claims), Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (General Unsecured Claims), Class 7 (Intercompany Claims), and Class 9 (Parent Subsidiaries' Equity Interests) are Unimpaired under the Plan, and are, therefore, conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. Pursuant to the Voting Certification, Class 3 (Senior Credit Agreement Claims) and Class 6 (Subordinated Note Claims) have voted to accept the Plan (without counting the votes of insiders of the Debtors, if any) in accordance with sections 1126(b) and (c) of the Bankruptcy Code. However, Holders of Claims or Equity Interests in Parent Class 3 (Parent Equity Interests), Class 5 (Former Executive Compensation Claims), and Class 8 (Subordinated Securities Claims) will not receive or retain any property under the Plan and are, therefore, deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Nonetheless, as found and determined in paragraph MM below, the Plan may still be confirmed over the deemed rejection of such Classes pursuant to section 1129(b) of the Bankruptcy Code.

EE. Treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims pursuant to Section 2.1 of the Plan satisfies the requirements of section 1129(a)(9)(A) of the Bankruptcy

Code. The treatment of Priority Tax Claims pursuant to Section 2.2 of the Plan satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code.

FF. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). As set forth in the Voting Certification, Holders of Senior Credit Agreement Claims (Class 3) and Subordinated Note Claims (Class 6) voted overwhelmingly to accept the Plan, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

GG. Feasibility (11 U.S.C. § 1129(a)(11)). The information in the Disclosure Statement, the Schnaubelt Declaration, the Hootnick Declaration, and the evidence proffered or adduced at the Combined Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that the Plan is feasible, and that the Reorganized Debtors are reasonably likely to be able to meet their financial obligations under the Plan and operate their business in the ordinary course post-confirmation such that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

HH. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Plan provides that on or before the Effective Date, the Debtors shall pay all fees payable pursuant to section 1930 of title 28 of the United States Code, thereby satisfying section 1129(a)(12) of the Bankruptcy Code.

II. Continuation of Retiree Benefits (11 U.S.C § 1129(a)(13)). Section 5.5 of the Plan provides that, unless otherwise rejected by the Debtors prior to the Effective Date or subject to a motion seeking such rejection as of the Effective Date, all duly-authorized and validly-existing employment and severance policies and compensation and benefit plans shall be deemed to be, and treated as, executory contracts that shall be assumed pursuant to sections 365

and 1123 of the Bankruptcy Code (except that the Prepetition Long Term Incentive Plan shall be cancelled). Notwithstanding the foregoing, on and after the Effective Date, all retiree benefits (as defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

JJ. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code does not apply.

KK. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals, and accordingly, section 1129(a)(15) of the Bankruptcy Code does not apply.

LL. No Applicable Nonbankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Debtors are each a moneyed, business, or commercial corporation, and accordingly, section 1129(a)(16) of the Bankruptcy Code does not apply.

MM. Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b)). Parent Class 3, Class 5, and Class 8 are fully Impaired and are, therefore, deemed to have rejected the Plan. Based on the evidence proffered, adduced, and presented by the Debtors in the Schnaubelt Declaration, the Hootnick Declaration, and at the Combined Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to the aforementioned Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. Thus, the Plan may be confirmed notwithstanding the deemed rejection of the Plan by these Classes.

NN. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in each of these cases, and accordingly, section 1129(c) of the Bankruptcy Code does not apply.

OO. Principal Purpose of the Plan (11 U.S.C. 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and no governmental entity has objected to the confirmation of the Plan on any such grounds. Therefore, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

PP. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court in Confirmation Declarations and the record of the Chapter 11 Cases, the Debtors, the Reorganized Debtors, the Plan Support Parties, the Senior Agent, Senior Lenders, the DIP Agent, the DIP Lenders, the Subordinated Note Agent, the Subordinated Noteholders, the Sponsor, the Exit Agent, the Exit Lenders, and any and all affiliates, directors, officers, members, managers, shareholders, partners, employees, attorneys, and advisors of the foregoing, to the extent applicable, (i) have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of securities under the Plan, and are entitled to the protections afforded by section

1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the exculpation provisions set forth in Section 9.4 of the Plan.

QQ. Substantive Consolidation. As no party has objected to the substantive consolidation proposed in the Plan, and based on the Voting Certification, the Court finds that substantive consolidation of the Parent Subsidiaries pursuant to Section 4.2 of the Plan is consensual and may, without more, be approved. Moreover, based on the information contained in the Disclosure Statement, the Confirmation Declarations, and the Confirmation Brief, as well as the evidence presented at the Combined Hearing, the Debtors have satisfied their burden of demonstrating that substantive consolidation of the Parent Subsidiaries' Estates solely for voting, confirmation, and distribution purposes as provided in Section 4.2 of the Plan: (i) would not prejudice any Holder of Claims against or Equity Interests in any of the Debtors or their Estates; (ii) would be in the best interests of the Debtors, their Estates, and their stakeholders under the facts and circumstances of the Chapter 11 Cases; and (iii) is appropriate under the standards set forth in In re Owens Corning, 419 F.3d 195 (3d Cir. 2005) . Therefore, substantive consolidation of the Parent Subsidiaries' Estates as provided in Section 4.2 of the Plan is hereby approved.

RR. Exemption of Prepetition Solicitation from Registration. To the extent deemed to constitute an offer of new securities, the Debtors' prepetition solicitation falls within one or more of the exceptions from the registration requirements under applicable federal and state securities laws, including, without limitation, sections 3(a)(9) and 4(2) of the Securities Act and Regulation D promulgated thereunder, and similar exemptions under applicable state securities and "blue sky" laws.

SS. Implementation. All documents necessary to implement the Plan, including those contained in the Plan Supplement and the Exit Credit Agreement Documents, the

Second Lien Note Documents, the New Intercreditor Agreement, the New Constituent Documents, the Stockholders' Agreement, the Warrants, the Registration Rights Agreement, and all other relevant and necessary documents contemplated by the Plan, have been developed and negotiated in good faith and at arm's-length and shall, on completion of documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

TT. Injunction, Exculpation, and Releases. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the releases, exculpation, and injunction set forth in Sections 9.3, 9.4, and 9.5 of the Plan, respectively. Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 permits approval of the releases and exculpation and issuance of the injunction set forth in Sections 9.3, 9.4 and 9.5 of the Plan, respectively. Based on the record of the Chapter 11 Cases and in connection with the Combined Hearing (including the Schnaubelt Declaration), the Debtors have established that such provisions (i) were integral to the formulation and implementation of the Plan, (ii) confer substantial benefits on the Debtors' Estates, (iii) are fair, equitable, and reasonable, and (iv) are in the best interests of the Debtors, their Estates, and parties in interest.

UU. Releases of Non-Debtor Entities. The releases of non-Debtors under the Plan are fair to Holders of Claims and are necessary to the proposed reorganization, thereby satisfying the requirements of *In re Continental Airlines, Inc.*, 203 F.3d 203, 214 (3d Cir. 2000). Such releases are (i) in exchange for the good and valuable consideration provided by the Releasees, a good faith settlement and compromise of such Claims; (ii) in the best interests of the Debtors and all Holders of Equity Interests and Claims; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the

Releasors asserting any Claim, cause of action or liability related thereto of any kind whatsoever against any of the Releasees or their property. Accordingly, based on the record of the Chapter 11 Cases, the representations of the parties, and/or the evidence proffered, adduced, and/or presented in the Schnaubelt Declaration and at the Combined Hearing, the Court finds that the releases set forth in Article IX of the Plan are consistent with the Bankruptcy Code and applicable law. The failure to implement these release provisions would seriously impair the Debtors' ability to confirm the Plan.

VV. Satisfaction of Confirmation Requirements. Based on the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

WW. Good Faith. The (i) Debtors and Reorganized Debtors, as applicable, (ii) Plan Support Parties, (iii) Senior Agent and Senior Lenders, (iv) DIP Agent and DIP Lenders, (v) Exit Backstop Lenders, Exit Facility Agent, and Exit Facility Lenders, (vi) Subordinated Agent and Subordinated Noteholders, (vii) Second Lien Notes Agent and holders of Second Lien Notes, (viii) the Sponsor, and (ix) all of their respective members, officers, directors, agents, financial advisers, attorneys, employees, equity holders, partners, affiliates, and representatives will be acting in good faith if they proceed to consummate the Plan and the agreements, transactions, and transfers contemplated thereby and take the actions authorized and directed by this Confirmation Order.

XX. DIP Credit Agreement. The Plan provides that, in satisfaction of the Debtors' respective obligations under the DIP Credit Agreement, on the Effective Date or as soon thereafter as practicable, (i) all obligations of the Debtors under the DIP Credit Agreement shall be paid in full in Cash on the Effective Date and (ii) all liens and security interests granted

to secure the Debtors' obligations under the DIP Credit Agreement shall be satisfied, discharged, and terminated in full and of no further force or effect; provided, however, that the Debtors' indemnification obligations under the DIP Credit Agreement shall not be discharged.

YY. Exit Financing. The Exit Credit Agreement is an essential element of the Plan, was proposed in good faith, is critical to the success and feasibility of the Plan and is necessary and appropriate for the consummation and implementation of the Plan and the transactions contemplated thereby and to the operation of the Reorganized Debtors. The Exit Credit Agreement constitutes reasonably equivalent value and fair consideration, and is in the best interests of the Debtors, their estates and creditors, all parties in interest, and the Reorganized Debtors. The Exit Backstop Lenders, Exit Facility Lenders, the Exit Facility Agent, and their respective agents and affiliates participated in good faith, arm's-length negotiations with respect to the Exit Commitment Letter, the Exit Credit Agreement, and all other contracts, instruments, agreements, and documents to be executed and delivered in connection with the foregoing (including, but not limited to, any guarantee agreements, any pledge and security agreements, any mortgages, any exhibits and schedules to any agreements, UCC financing statements, deposit account control agreements or other perfection documents, any subordination agreements, and the New Intercreditor Agreement) (collectively, the "Exit Facility Documents"), and any credit extended, letters of credit issued for the account of, or loans made to, the Reorganized Debtors by the Exit Facility Lenders pursuant to the Exit Credit Agreement shall be deemed to have been extended, issued and made in good faith and for legitimate business purposes. The Exit Facility Agent and Exit Facility Lenders and their respective agents, affiliates, officers, directors, employees, advisors, and counsel are therefore entitled to the protections and indemnifications provided for in the Exit Facility Documents. The Debtors

exercised reasonable business judgment in determining to enter into the Exit Credit Agreement and the Exit Facility Documents and have provided sufficient and adequate notice thereof. The Debtors and Reorganized Debtors are hereby authorized, without further approval of this Court or notice to any other party, to execute and deliver the Exit Facility Documents and fully perform their obligations thereunder. The Exit Facility Documents (when and to the extent entered into) will be, and are hereby deemed to be, valid, binding, and enforceable against the Reorganized Debtors in accordance with their terms. The mortgages, pledges, liens, and other security interests, and all other consideration granted pursuant to or in connection with the Exit Credit Agreement are or will be (as the case may be) and are hereby deemed to be granted in good faith, for good and valuable consideration and for legitimate business purposes as an inducement to the lenders to extend credit thereunder and do not, and hereby are deemed not to, constitute fraudulent conveyances or fraudulent transfers and shall not otherwise be subject to avoidance or recharacterization. No third party consents, authorizations, or approvals are required with respect to the Exit Facility Documents and the Exit Facility Documents do not contravene the New Constituent Documents or other corporate governance documents of any of the Reorganized Debtors or constitute a violation of, a default under, or otherwise contravene any other instrument, contract or agreement to which the Reorganized Debtors are a party. Neither any Reorganized Debtor's execution and delivery of the Exit Facility Documents nor performance of any obligations thereunder constitutes a violation of or a default under any contract or agreement to which it is a party, including those contracts or agreements reinstated under the Plan.

ZZ. Second Lien Note Agreement. The Second Lien Note Agreement is an essential element of the Plan, was proposed in good faith, is critical to the success and feasibility of the Plan and is necessary and appropriate for the consummation and implementation of the

Plan and the transactions contemplated thereby and to the operation of the Reorganized Debtors. The Second Lien Note Agreement constitutes reasonably equivalent value and fair consideration, and is in the best interests of the Debtors, their estates and creditors, all parties in interest, and the Reorganized Debtors. The Second Lien Noteholders, the Second Lien Notes Agent, and their respective agents and affiliates participated in good faith, arm's-length negotiations with respect to the Second Lien Note Agreement and all other contracts, instruments, agreements, and documents to be executed and delivered in connection therewith (including, but not limited to, any guarantee agreements, any pledge and security agreements, any mortgages, any exhibits and schedules to any agreements, UCC financing statements, deposit account control agreements or other perfection documents, any subordination agreements, intercreditor agreements, and together with Second Lien Note Agreement, collectively, the "Second Lien Note Documents"), and any notes issued by the Reorganized Debtors pursuant to the Second Lien Note Agreement shall be deemed to have been extended, issued and made in good faith and for legitimate business purposes. The Second Lien Agent and Second Lien Noteholders and their respective agents, affiliates, officers, directors, employees, advisors, and counsel are therefore entitled to the protections and indemnifications provided for in the Second Lien Note Documents. The Debtors exercised reasonable business judgment in determining to enter into the Second Lien Note Documents and have provided sufficient and adequate notice thereof, and in addition, the Reorganized Debtors are hereby authorized, without further approval of this Court or notice to any other party, to execute and deliver the Second Lien Note Documents and fully perform their obligations thereunder. The Second Lien Note Documents (when and to the extent entered into) will be, and are hereby deemed to be, valid, binding, and enforceable against the Reorganized Debtors in accordance with their terms. The mortgages, pledges, liens, and other security

interests, and all other consideration granted pursuant to or in connection with the Second Lien Note Agreement are or will be (as the case may be) and are hereby deemed to be granted in good faith, for good and valuable consideration and for legitimate business purposes as an inducement to the lenders to extend credit thereunder and do not, and hereby are, deemed not to constitute fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance or recharacterization. No third party consents, authorizations, or approvals are required with respect to the Second Lien Note Documents and such Second Lien Note Documents do not contravene the corporate governance documents of any of the Reorganized Debtors or constitute a violation of, a default under, or otherwise contravene any other instrument, contract or agreement to which the Reorganized Debtors are a party. Neither any Reorganized Debtor's execution and delivery of the Second Lien Note Documents nor performance of any obligations thereunder constitutes a violation of or a default under any contract or agreement to which it is a party, including those contracts or agreements reinstated under the Plan.

AAA. Valuation. Pursuant to the valuation analysis contained in the Disclosure Statement and described in the Hootnick Declaration, the enterprise value of the Debtors and their Estates is insufficient to support a distribution to Holders of: (i) General Unsecured Claims, (ii) Former Executive Compensation Claims, (iii) Subordinated Note Claims, (iv) Intercompany Claims, (v) Subordinated Securities Claims, (vi) Parent Subsidiaries' Equity Interests, (vii) Parent Other Priority Claims, (viii) Other Priority Claims, (ix) Parent Unsecured Claims, and (x) Parent Equity Interests under strict application of the "absolute priority rule." Rather, to the extent that any such Holders are receiving a distribution or retaining any property under the Plan, such distribution has been voluntarily carved out from collateral or the proceeds of collateral to which the Holders of Senior Credit Agreement Claims would otherwise be entitled.

The valuation set forth in the Disclosure Statement was prepared by the Debtors' financial advisor and investment banker, Moelis& Company LLC, in accordance with standard and customary valuation principles and practices, and is a fair and reasonable estimate of the value of the Debtors' businesses as a going concern.

BBB. Retention of Jurisdiction. The Court may properly, and on the Effective Date shall, retain exclusive jurisdiction over all matters arising out of, and related to, the Debtors' Chapter 11 Cases, including the matters set forth in Article X of the Plan pursuant to sections 105(c) and 1142 of the Bankruptcy Code.

ORDER

Accordingly, it is hereby ORDERED, ADJUDGED, AND DECREED, that:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein.

2. Notice of the Combined Hearing. Notice of the Combined Hearing complied with the terms of the Scheduling Order, was appropriate and satisfactory based on the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

3. Solicitation. The Solicitation Procedures are approved. The solicitation of votes to accept or reject the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based on the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law.

4. Ballots. The forms of Ballots utilized in connection with solicitation complied with Bankruptcy Rule 3018(c), as modified, conform to Official Form Number 14, and are approved in all respects.

5. The Disclosure Statement. The Disclosure Statement (a) contains accurate and adequate information of a kind generally consistent with the disclosure requirements of applicable non-bankruptcy law, including the Securities Act and applicable rules promulgated thereunder, (b) contains "adequate information" (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is approved in all respects.

6. Confirmation of the Plan. The Plan and each of its provisions (whether or not specifically described herein) are approved and confirmed under section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement are authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by reference into, and are an integral part of, this Confirmation Order.

7. Approval of Plan Modifications. The Modifications are approved in all respects pursuant to sections 1125 and 1127 of the Bankruptcy Code and Bankruptcy Rule 3019(a). The Plan is deemed accepted by all of Holders of Claims that voted to accept or were deemed to accept the Original Plan, and no other or further disclosure or solicitation of votes is required.

8. Settlement. The provisions of the Plan and Plan Documents are approved pursuant to Bankruptcy Rule 9019 as collectively constituting a good faith compromise and settlement of all Claims and controversies resolved under the Plan, including, without limitation,

a good faith settlement of Sponsor's Claims against the Debtors pursuant to Section 4.15 of the Plan.

9. Objections Resolved or Overruled. Except as provided herein, all objections, responses to, and statements and comments, if any, in opposition to, the Plan, other than those withdrawn, waived, or settled prior to, or on the record at, the Combined Hearing, shall be, and hereby are, overruled in their entirety and on their merits.

10. Binding Effect. On the date of and following entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Plan shall bind the Debtors, the Reorganized Debtors, all holders of Claims against and Equity Interests in the Debtors (irrespective of whether such Claims or Equity Interests are impaired under the Plan or whether the holders of such Claims or Equity Interests have accepted the Plan), any and all parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns of any of the foregoing.

11. Vesting of Assets. On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code and Section 4.3 of the Plan, title to all Assets of any Debtor (or such Debtor's Estate) shall vest in such Reorganized Debtor free and clear of all Claims, liens, encumbrances, charges, and other interests (subject to any Claims that are reinstated pursuant to the Plan).

12. Continued Corporate Existence. Except as otherwise provided in Section 4.12 of the Plan, each of the Debtors, as Reorganized Debtors, shall continue to exist on and after the Effective Date as a separate legal entity with all of the powers available to such legal entity under applicable law and pursuant to the applicable New Constituent Documents, without

prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law. On and after the occurrence of the Effective Date, the Reorganized Debtors shall be authorized to operate their respective businesses, and to use, acquire or dispose of Assets without supervision or approval by the Bankruptcy Court, free from any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

13. New Board. The election of the initial board of Reorganized CHL, Ltd. (the "New Board") as set forth on the record of the Combined Hearing is hereby approved. Following the Effective Date, the board of Reorganized CHL, Ltd. shall be elected in accordance with the Stockholders' Agreement. The New Board shall appoint directors, managers, or members, as applicable, of the Reorganized Debtors to serve in their respective capacities after the Effective Date until replaced or removed in accordance with the applicable New Constituent Documents. The New Board is authorized to serve, is duly qualified, and shall be empowered to act as permitted by applicable non-bankruptcy law on the Effective Date.

14. DIP Financing Claims. On the Effective Date, and without the need for any further corporate action and without any further action by the Holders of Claims or Equity Interests, all obligations of the Debtors under the DIP Credit Agreement, including, but not limited to, all unpaid professional fees and expenses incurred in connection with the DIP Credit Agreement, including fees and expenses incurred by the DIP Agent and DIP Lenders in their respective capacities as such, shall be paid in full in Cash on the Effective Date and all Liens and security interests granted to secure the Debtors' obligations under the DIP Credit Agreement shall be satisfied, discharged, and terminated in full and of no further force or effect; provided, however, that the Debtors' indemnification obligations under the DIP Credit Agreement shall not

be discharged. Upon payment in Cash in full of the DIP Credit Agreement Claims, all commitments under the DIP Credit Agreement shall terminate.

15. Implementation of the Plan. All actions contemplated by the Plan are authorized and approved in all respects, including, to the extent applicable, (a) the adoption of the New Constituent Documents, (b) the selection of the directors, members, and officers for the Reorganized Debtors, (c) the execution of and entry into the Exit Facility Documents, the Second Lien Note Documents, and the employment agreements with the New Officers, (d) the issuance of the Reorganized Parent Common Stock, (e) the issuance of the Warrants, (f) the execution of and entry into the Stockholders' Agreement and the Registration Rights Agreement, and (g) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, members or officers of the Debtors or the Reorganized Debtors. Upon the Effective Date, the appropriate officers, members and boards of directors of the Reorganized Debtors are authorized and directed to issue, execute and deliver the agreements, documents, securities and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors, including, to the extent applicable, (i) the Exit Facility Documents, (ii) the Second Lien Note Documents, (iii) the Stockholders' Agreement, (iv) the Registration Rights Agreement, (v) the Warrants, and (vi) any and all other agreements, documents, securities and instruments relating to the foregoing. The authorizations

and approvals contemplated in Section 4.10 of the Plan shall be effective notwithstanding any requirements under any applicable non-bankruptcy law.

16. Exit Credit Agreement. The Exit Credit Agreement is approved, and the Reorganized Debtors (a) are authorized to enter into the Exit Credit Agreement and grant collateral security required thereunder, (b) shall execute and make such security agreements, mortgages, control agreements, intercreditor agreements (including the New Intercreditor Agreement), certificates and other documents and deliveries as the Exit Facility Lenders or Exit Facility Agent reasonably request, and (c) shall deliver customary opinions, in each case with such changes as may be agreed between the Reorganized Debtors and the Exit Facility Agent, and such Exit Facility Documents and all other documents, instruments and agreements to be entered into, delivered or contemplated hereunder shall become effective in accordance with their terms on the Effective Date, and are ratified. The Exit Facility Documents, including those granting collateral security required thereunder, are approved, shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms, and all creditors (existing and hereafter) are and shall be bound thereby. The Reorganized Debtors are authorized to pay in full all reasonable professional fees and expenses incurred in connection with the Exit Credit Agreement. Any credit extended under the Exit Credit Agreement shall be deemed to have been extended in good faith (as such term is used in section 364(e) of the Bankruptcy Code).

17. Pursuant to section 1142(b) of the Bankruptcy Code, and without further action by this Court or by the directors, members and managers of the Reorganized Debtors, the Reorganized Debtors shall be authorized to: (a) enter into, execute, and deliver all Exit Facility Documents necessary or appropriate to enter into and perform all obligations under the Exit

Credit Agreement, and (b) to take all other actions and execute, deliver, record, and file all such other agreements, documents, instruments, financing statements, security agreements, mortgages, releases, applications, reports, certificates and any changes, additions and/or modifications thereto in connection with the consummation of the transactions contemplated by the Exit Facility Documents, including, without limitation, the making of such filings or the recordings of such liens and security interests, as may be required by the Exit Facility Documents and/or as the Exit Facility Agent may determine or require in its reasonable discretion. On the Effective Date, all Exit Facility Documents (other than those documents contemplated to be entered into after the Effective Date) shall become effective, binding, and enforceable upon the parties thereto in accordance with their respective terms and conditions and shall be deemed to become effective simultaneously. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and recording any and all documents, mortgages, ship mortgages, security agreements, financing statements and instruments necessary or appropriate to consummate the transactions contemplated by the Exit Facility Documents.

18. Second Lien Note Agreement. The Second Lien Note Agreement is approved, and the Reorganized Debtors (a) are authorized to enter into the Second Lien Note Agreement and grant collateral security required thereunder, (b) shall issue the Second Lien Notes, (c) shall execute and make such security agreements, mortgages, control agreements, intercreditor agreements (including the New Intercreditor Agreement), certificates and other documents and deliveries as the Second Lien Noteholders or Second Lien Notes Agent reasonably request, and (d) shall deliver customary opinions, in each case with such changes as may be agreed between the Reorganized Debtors, the Second Lien Noteholders, and the Second Lien Notes Agent, and such Second Lien Note Documents and all other documents, instruments

and agreements to be entered into, delivered or contemplated hereunder shall become effective in accordance with their terms on the Effective Date, and are ratified. The Second Lien Note Documents, including those granting collateral security required thereunder, are approved, shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms, and all creditors (existing and hereafter) are and shall be bound thereby. The Reorganized Debtors are authorized to pay in full all reasonable professional fees and expenses incurred in connection with the Second Lien Note Agreement.

19. Pursuant to section 1142(b) of the Bankruptcy Code, and without further action by this Court or by the directors, members and managers of the Reorganized Debtors, the Reorganized Debtors shall be authorized to: (a) enter into, execute, and deliver all Second Lien Note Documents necessary or appropriate to enter into and perform all obligations under the Second Lien Note Agreement, and (b) to take all other actions and execute, deliver, record, and file all such other agreements, documents, instruments, financing statements, security agreements, mortgages, releases, applications, reports, certificates and any changes, additions and/or modifications thereto in connection with the consummation of the transactions contemplated by the Second Lien Note Documents, including, without limitation, the making of such filings or the recordings of such liens and security interests, as may be required by the Second Lien Note Documents and/or as the Second Lien Notes Agent may determine or require in its reasonable discretion. On the Effective Date, all Second Lien Note Documents (other than those documents contemplated to be entered into after the Effective Date) shall become effective, binding, and enforceable upon the parties thereto in accordance with their respective terms and conditions and shall be deemed to become effective simultaneously. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and

recording any and all documents, mortgages, ship mortgages, security agreements, financing statements and instruments necessary or appropriate to consummate the transactions contemplated by the Second Lien Note Documents.

20. Payment of Commitment Letter and Exit Credit Agreement Fees. To the extent not previously paid, the Debtors and Reorganized Debtors are hereby authorized to pay, as applicable, all fees, charges, and other amounts required by the Exit Commitment Letter and Exit Facility Documents as and when due.

21. Distribution of Reorganized Parent Common Stock, Second Lien Notes, and Warrants. The Debtors and Reorganized Debtors are authorized to distribute Reorganized Parent Common Stock, the Second Lien Notes, and Warrants (the "Plan Securities") in accordance with the Plan to the Senior Lenders and the Subordinated Noteholders, as applicable.

22. Exemption from Securities Laws. The issuance and distribution of the Plan Securities in accordance with the Plan and any subsequent sales, resales, transfers, or other distributions of any such securities shall be exempt from any registration requirements imposed by federal or state securities laws, including section 5 of the Securities Act, to the fullest extent permitted by section 1145 of the Bankruptcy Code and applicable federal and state securities laws, including, without limitation and each as applicable, sections 3(a)(9) and 4(2) of the Securities Act and Regulation D promulgated thereunder, and similar exemptions under applicable state securities and "blue sky" laws. All Plan Securities so issued shall be freely transferable by the initial recipients thereof (a) except for any restrictions set forth in section 1145(b) of the Bankruptcy Code and (b) subject to any restriction contained in the terms of such Plan Securities themselves, in the Plan, the Disclosure Statement, the Plan Supplement, the

Stockholders' Agreement, or in any other documents related to the Plan or executed in connection with the implementation thereof.

23. Subordination. Except as otherwise expressly provided in the Plan, this Confirmation Order, or a separate order of this Court, the classification and manner of satisfying all Claims and Equity Interests under the Plan takes into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. All subordination rights that a Holder of a Claim or Equity Interest may have with respect to any distribution to be made under the Plan are hereby discharged and terminated, and all actions related to the enforcement of such subordination rights are hereby enjoined permanently. Distributions under the Plan to Holders of Allowed Claims will not be subject to payment of a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights.

24. Professional Compensation. Each Professional requesting compensation pursuant to sections 330, 331, 363, or 503(b) of the Bankruptcy Code for services rendered in connection with the Chapter 11 Cases prior to the Effective Date shall File an application for allowance of final compensation and reimbursement of expenses in the Chapter 11 Cases on or before the forty-fifth (45th) day following the Effective Date. Without limiting the foregoing, any Debtor or Reorganized Debtor may pay, upon submission of appropriate documentation and in the ordinary course of business, the charges incurred by the Debtors on and after the Effective Date for any Professional's fees, disbursements, expenses or related support services without application to or approval by the Bankruptcy Court. Additionally, immediately upon the Effective Date, OCPs (as such term is defined in the *Debtors' Motion For An Order Authorizing*

the Employment and Compensation of Certain Professionals Utilized in the Ordinary Course of Business [Docket No. 70] (the "OCP Motion")) shall no longer be subject to the Monthly Cap (as defined in the OCP Motion).

25. Fees and Expenses of Senior Agent Professionals. In accordance with Section 2.3(b) of the Plan, the reasonable fees and expenses of the Senior Agent Professionals shall, to the extent incurred and unpaid by the Debtors prior to the Effective Date, be Allowed as Administrative Claims and shall be paid in Cash in full on or before the Effective Date without application to or approval by the Bankruptcy Court.

26. Expenses of Holders of Subordinated Note Claims. In accordance with Section 3.4(f) of the Plan, the Debtors shall pay $25,000 in Cash to the Holders of Allowed Subordinated Note Claims on the Effective Date as reimbursement for expenses.

27. Settlement of Sponsor's Claims Against the Debtors. In accordance with Section 4.14 of the Plan, in exchange for the good and valuable consideration provided in the Plan and as a good faith settlement pursuant to Bankruptcy Rule 9019, the Sponsor shall have an Allowed General Unsecured Claim against the Debtors in the amount of $200,000 related to unpaid out-of-pocket expenses that shall be paid in full in Cash on the Effective Date.

28. Discharge. As of the Effective Date, pursuant to Section 9.2 of the Plan and section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided herein or in the Plan ~~(including with respect to Allowed General Unsecured Claims in Class 4 and other Claims reinstated by the Plan)~~, the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge and release of all Claims and causes of action of any nature whatsoever arising on or before the Effective Date, including any interest accrued on such claims from after the Petition Date, whether known or unknown, against the

with respect to Allowed General Unsecured Claims and except

Debtors and liabilities of, Liens on, obligations of, and rights against the Debtors or any of their assets or properties arising before the Effective Date, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, in each case, whether or not: (i) a proof of Claim based upon such debt or right is Filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim based upon such debt or right is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim has accepted the Plan; provided, however, that the Debtors' indemnification obligations under the DIP Credit Agreement shall not be discharged. Any default by the Debtors with respect to any Claim that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date.

29. Binding Release and Exculpation Provisions. All release and exculpation provisions embodied in the Plan, including but not limited to those contained in Sections 9.3 and 9.4 of the Plan, are approved and shall be effective and binding on all persons and entities, to the extent provided therein.

30. ***Injunction*. All Persons or Entities who have held, hold or may hold Claims or Equity Interests (other than the Claims or Equity Interests that are reinstated under Sections 3.2 or 3.4 of the Plan) and all other parties in interest in the Chapter 11 Cases, along with their respective current and former employees, agents, officers, directors, principals and affiliates, permanently are enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors or the Reorganized Debtors, or in respect of any Claim, Equity Interest, or Cause of Action released or settled under the Plan, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order**

against the Debtors or Reorganized Debtors, (iii) creating, perfecting or enforcing any encumbrance of any kind against the Debtors or Reorganized Debtors, or (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or Reorganized Debtors or against the property or interests in property of the Debtors or Reorganized Debtors, on account of such Claims or Equity Interests; *provided, however,* that nothing in the Plan or this Confirmation Order shall preclude such Entities from exercising their rights pursuant to and consistent with the terms of the Plan and the contracts, instruments, releases and other agreements and documents delivered under or in connection with the Plan.

31. ***Injunction Against Interference With Plan.*** **Upon entry of this Confirmation Order, all Holders of Claims and Equity Interests and their respective current and former employees, agents, officers, directors, principals, and affiliates are hereby and immediately enjoined from taking any actions to interfere with the implementation or consummation of the Plan. Each Holder of an Allowed Claim, by accepting distributions under or reinstatement of such Claim pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Section 9.5 of the Plan.**

32. Term of Injunctions or Stays. Pursuant to Section 9.6 of the Plan, unless otherwise provided, all inunctions or stays provided for in the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise and in existence as of the Confirmation Date shall remain in full force and effect until the Effective Date.

33. Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on the Effective Date and thereafter as may be required.

34. Assumption or Rejection of Contracts and Leases. Pursuant to Article V of the Plan, this Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumption of all executory contracts and unexpired leases listed in the Plan Supplement as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code. Pursuant to Article V of the Plan and subject to the consent of the Senior Agent, the Former Executive Compensation Agreements and all executory contracts and unexpired leases of the Debtors that are not (i) assumed by the Debtors prior to the Effective Date, (ii) subject to a motion seeking such assumption as of the Effective Date, or (iii) identified in the Plan or the Plan Supplement as executory contracts or unexpired leases to be assumed pursuant to the Plan or for which the Debtors expressly reserve the right to seek to assume such executory contract or unexpired lease, shall be deemed to have been rejected by the Debtors on the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code, without further notice or order of the Bankruptcy Court.

35. Rejection Damages Claims. All proofs of claim with respect to Claims arising from the rejection of executory contracts (including the Former Executive Compensation Agreements) or unexpired leases must be Filed within thirty (30) days after the date of entry of an order of the Bankruptcy Court approving such rejection or the date of withdrawal of a motion to assume. Any Claim arising from the rejection of an executory contract or unexpired lease for which proof of such Claim is not Filed within such time period shall forever be barred from assertion against the Debtors or the Reorganized Debtors, the Estates and their property, unless otherwise ordered by the Bankruptcy Court. Notwithstanding anything herein to the contrary, if a Former Executive does not file a proof of Claim arising from the rejection of a Former Executive Compensation Agreement within the time period set forth in Section 5.2 of the Plan, such Claim

shall forever be barred from assertion against the Debtors or the Reorganized Debtors, the Estates, and their property, unless otherwise ordered by the Bankruptcy Court.

36. Conditions to Effective Date. The Plan shall not become effective until the conditions set forth in Section 8.1 of the Plan have been satisfied or waived pursuant to Section 8.2 of the Plan.

37. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, pursuant to Article X of the Plan and sections 105(c) and 1142 of the Bankruptcy Code, this Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Plan, the Confirmation Order and the Chapter 11 Cases to the fullest extent permitted by law.

38. Exemption from Certain Taxes. The issuance, transfer or exchange of debt and equity securities under the Plan and any of the Exit Facility Documents, the Second Lien Note Documents, the making or delivery of any mortgage, deed of trust, or other instrument of transfer under, in furtherance of, or in connection with the Plan shall be exempt from all taxes (including, without limitation, stamp tax or similar taxes) to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, and the appropriate state or local governmental officials or agents shall not collect any such tax or governmental assessment and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

39. Provisions of Plan and Confirmation Order Nonseverable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

40. Reversal/Stay/Modification/Vacatur of Confirmation Order. If any or all of the provisions of this Confirmation Order or the Plan are hereafter reversed, modified, vacated, or stayed by subsequent order of this Court or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, security interest granted or lien incurred or undertaken by the Debtors or the Reorganized Debtors, as applicable, prior to the occurrence of such reversal, stay, modification, or vacatur, including, without limitation, (i) the validity of any obligation, indebtedness or liability incurred by the Debtors or the Reorganized Debtors under the Second Lien Note Documents or the Exit Facility Documents, or (ii) the validity and enforceability of the liens securing the Second Lien Note Agreement or the Exit Credit Agreement. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the occurrence of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan.

41. Post-Confirmation Modifications. The Debtors, with the consent of the Senior Agent, are authorized to further amend, supplement or modify the Plan, subject to the terms of the Plan Support Agreement, at any time, subject to the restrictions and requirements under section 1127 of the Bankruptcy Code, and except to the extent such amendment, supplement or modification affects a party's right of consent hereunder and such consent has not been previously obtained. The Debtors are also authorized to modify, subject to the terms of the Plan Support Agreement, any and all documents contained in the Plan Supplement and any other documents as they deem necessary to effectuate the Plan, that do not materially modify the terms

of such documents and are not otherwise inconsistent with the Plan, without need for further order or authorization of the Court.

42. Governing Law. Except to the extent that the Bankruptcy Code or other federal law, rule or regulation is applicable, or to the extent that an exhibit or supplement to the Plan provides otherwise, the Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require application of the law of another jurisdiction.

43. Applicable Nonbankruptcy Law. Pursuant to section 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the Plan Supplement, any Plan Documents and any related documents (or any amendments or modifications to any of the foregoing) shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

44. Waiver of Filings. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Court or the Office of the United States Trustee (except for monthly operating reports or any other post-confirmation reporting obligation to the United States Trustee), is hereby waived as to any such list, schedule, or statement not filed as of the Confirmation Date.

45. Documents and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan, the Plan Supplement, any Plan Document, and this Confirmation Order.

46. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement (including, without limitation, the documents contained in the Plan Supplement).

47. Notice of Confirmation Order and Occurrence of Effective Date. In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Debtors shall serve notice of the entry of this Confirmation Order, substantially in the form annexed hereto as **Exhibit B**, to all parties who hold a Claim or Equity Interest in these cases, including the United States Trustee. Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Confirmation Order and the occurrence of the Effective Date.

48. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

49. Inconsistency. To the extent of any inconsistency between this Confirmation Order and the Plan, this Confirmation Order shall govern.

50. Successor to the Debtors. The Reorganized Debtors shall be deemed the successor of the Debtors under the Plan pursuant to section 1145(a) of the Bankruptcy Code.

51. No Waiver. The failure to specifically include any particular provision of the Plan in this Confirmation Order shall not diminish the effectiveness of such provision nor

constitute a waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

52. Order Effective Immediately. Notwithstanding Bankruptcy Rules 7062 and 3020(e), this Confirmation Order shall be effective and enforceable immediately upon entry.

Dated: Oct 4, 2012
Wilmington, Delaware

HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE