

Dated: December 15, 2011



Sarah S. Curley

Sarah S. Curley, Bankruptcy Judge

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:
RCC SOUTH, LLC,
Debtor.

Chapter 11
Case No. 2:10-bk-23475-SSC

**ORDER CONFIRMING SFI BELMONT
LLC'S PLAN OF REORGANIZATION
DATED SEPTEMBER 2, 2011, AS NON-
ADVERSELY MODIFIED ON
NOVEMBER 23, 2011**

This matter came before the Court pursuant to "SFI Belmont LLC's Plan of Reorganization Dated September 2, 2011, As Non-Adversely Modified on November 23, 2011" [Dkt. No. 367] a copy of which is attached hereto as Exhibit "A" (as may have been amended, the "**Plan**") proposed by SFI Belmont LLC ("**Belmont**"), predecessor-in-interest to SFI Raintree - Scottsdale LLC ("**Raintree**") secured creditor and party-in-interest in the above-captioned Chapter 11 case (the "**Bankruptcy Case**") of RCC South, LLC (the "**Debtor**") and the "Disclosure Statement to Accompany 'SFI Belmont LLC's Plan of Reorganization Dated September 2, 2011,' as of November 3, 2011" [Dkt. No. 311] filed by Belmont (the "**Disclosure Statement**"). Unless otherwise expressly stated in this confirmation order (the "**Confirmation Order**"), all capitalized terms used herein shall have the same meanings as defined in the Plan.

1 The Court approved the Disclosure Statement by Order dated November 4, 2011 [Dkt.
2 No. 321] (the “**Disclosure Statement Order**”), which also set forth the procedures for soliciting
3 votes for and against the Plan and provided notice of various deadlines, including deadlines for
4 objections to the Plan, and the November 22, 2011 initial confirmation hearing (the “**Initial**
5 **Confirmation Hearing**”). The Court conducted the Initial Confirmation Hearing and at that
6 time, the Court set an evidentiary hearing on Plan Confirmation for December 6, 2011 (the “**Final**
7 **Confirmation Hearing**” and collectively with the Initial Confirmation Hearing, the
8 “**Confirmation Hearing**”). The Debtor filed the “Objection to ‘SFI Belmont LLC’s Plan of
9 Reorganization Dated September 2, 2011” [Dkt. No. 336] (the “**Objection**”), which is the only
10 objection to the Plan that has been filed or otherwise presented at the Confirmation Hearing.

11 Prior to the Confirmation Hearing, Belmont transferred its interest in this case to
12 Raintree.¹ Belmont also filed the (i) “Notice of Designation of Plan Administrator,” [Dkt. No.
13 366] (ii) “Notice of Filing Amended Plan Documents Relating to ‘SFI Belmont LLC’s Plan of
14 Reorganization Dated September 2, 2011, As Non-Adversely Modified on November 23, 2011”
15 [Dkt. No. 380] (iii) “Amended Memorandum in Support of Confirmation of ‘SFI Belmont LLC’s
16 Plan of Reorganization Dated September 2, 2011, As Non-Adversely Modified on November 23,
17 2011” [Dkt. No. 379] and (iv) “Declaration of David Sotolov in Support of Confirmation of ‘SFI
18 Belmont LLC’s Plan of Reorganization Dated September 2, 2011, As Non-Adversely Modified
19 on November 23, 2011” [Dkt. No. 378], among other things.

20 Moreover, before the Confirmation Hearing on December 6, 2011 at 9:00 a.m. (Arizona
21 Time), Belmont foreclosed on the Real Property as authorized under this Court’s “Order
22 Modifying Stay” [Dkt. No. 269]. The trustee’s deed (“**Trustee’s Deed**”) and legal description of
23 the Real Property are attached to this Confirmation Order as Exhibit “B.”

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26 ¹ The definition of “Belmont” under the Plan includes Raintree. Hereinafter, for ease of
reference, the term “Belmont” will also refer to Raintree.

1 In conjunction with the Confirmation Hearing, the Court considered (i) the pleadings with
2 respect to confirmation of the Plan filed by the Debtor and Belmont; (ii) the statements and
3 argument of counsel for the Debtor and Belmont; (iii) the Plan; (iv) the Disclosure Statement; and
4 (v) the entire record of the Bankruptcy Case.

5 After due deliberation and pursuant to the foregoing, and sufficient cause appearing
6 therefore;

7 THE COURT FINDS AND CONCLUDES as follows:

8 **JURISDICTION AND VENUE**

9 The Court has jurisdiction over this matter and this bankruptcy case pursuant to 28 U.S.C.
10 § 1334.

11 Final approval of the Disclosure Statement and confirmation of the Plan are core
12 proceedings pursuant to 28 U.S.C. § 157(b)(2), and the Court has jurisdiction to enter a final
13 order with respect thereto.

14 The Court has jurisdiction pursuant to 28 U.S.C. § 1334(a) and (b), and 11 U.S.C. § 105 to
15 enter an order on the exculpation, release and injunction provisions of Articles VI and XI of the
16 Plan (collectively, the “**Exculpation, Releases and Injunctions**”).

17 Each of the conditions precedent to entry of the Confirmation Order has been satisfied in
18 accordance with the provisions of the Disclosure Statement and the Plan or properly waived in
19 accordance with the Disclosure Statement and the Plan.

20 **STANDARDS FOR CONFIRMATION UNDER 11 U.S.C. § 1129**

21 The evidentiary record of the Confirmation Hearing supports the findings of fact and
22 conclusions of law set forth in the following paragraphs.

23 11 U.S.C. § 1129(a)(1). The Plan complies with each applicable provision of the
24 Bankruptcy Code, including the requirements of 11 U.S.C. §§ 1122 and 1123.

25 11 U.S.C. § 1129(a)(2). Belmont has complied with all applicable provisions of the
26 Bankruptcy Code with respect to the Plan and solicitation of acceptances or rejections thereof. In

1 particular, the Plan complies with the requirements of 11 U.S.C. §§ 1125 and 1126 as follows:

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- In compliance with the Disclosure Statement Order, Belmont caused copies of the Disclosure Statement, the Plan (in its original and modified versions), the Disclosure Statement Order, the Ballot and notice of the Confirmation Hearings to be transmitted to the holders of all Claims entitled to vote to accept or reject the Plan and to others entitled to receive notice and copies of the foregoing documents pursuant to the (1) “Notice of Hearing on Confirmation of ‘SFI Belmont LLC’s Plan of Reorganization Dated September 2, 2011’ [Dkt. No. 273]; Notice of Manner and Time for (1) Voting on the Plan; (2) Filing Objections to the Plan; and (3) Submitting Ballots to Vote to Accept or Reject the Plan” [Dkt. No. 315]; (2) “Certificate of Service” [Dkt. No. 316]; (3) “Certificate of Service” [Dkt. No. 369]; and (4) “Notice of Hearing on Confirmation of ‘SFI Belmont LLC’s Plan of Reorganization Dated September 2, 2011, as Non-Adversely Modified on November 23, 2011’” [Dkt. No. 367].
 - The Disclosure Statement Order as noticed to Creditors and interested parties provided due and proper notice of the Confirmation Hearing and all relevant dates, deadlines, procedures and other information relating to the Plan and/or the solicitation of votes thereon.
 - All persons entitled to receive notice of the Disclosure Statement, the Plan and the Confirmation Hearing received proper, timely and adequate notice in accordance with the Disclosure Statement Order, applicable provisions of the Bankruptcy Code and the Bankruptcy

1 Rules and have had an opportunity to appear and be heard with
2 respect thereto.

- 3 • Belmont solicited votes with respect to the Plan in good faith and in
4 a manner consistent with the Bankruptcy Code, the Bankruptcy
5 Rules and the Disclosure Statement Order. Accordingly, the
6 Belmont Releases are entitled to the protections afforded by 11
7 U.S.C. § 1125 and the exculpation provisions set forth in Article XI
8 of the Plan.
- 9 • Claims in Classes 1, 2, 5, and 6 are unimpaired under the Plan, and
10 such Classes are deemed to have accepted the Plan pursuant to 11
11 U.S.C. § 1126(f).
- 12 • Interests in Class 7 are impaired, are to receive no distribution
13 under the Plan and, therefore, are deemed to have rejected the Plan.
- 14 • The holder of the Claims in Class 1 of the Plan withdrew its Claim,
15 and that Class is deemed deleted from the Plan. [Dkt. Nos. 344,
16 347.]
- 17 • There were two impaired Classes entitled to vote under the Plan,
18 which were Classes 3 and 4. The holders of Claims in both classes
19 voted to accept the Plan.
- 20 • Belmont's Ballot Report sets forth the tabulation of votes as
21 required by the Bankruptcy Code, the Bankruptcy Rules, the Local
22 Rules and the Disclosure Statement Order. [Dkt. No. 341.]

23 11 U.S.C. § 1129(a)(3). The Plan has been proposed in good faith and not by any means
24 forbidden by law. The Debtor in this single asset real estate case filed six plans of reorganization
25 over eighteen months, none of which were confirmable. Belmont's exercise of the legitimate
26 rights provided to it under the Bankruptcy Code and Ninth Circuit judicial authority, and the

1 actions taken by Belmont in its own legitimate self-interest, is not bad faith. *See Figter, Ltd. v.*
2 *Teachers Ins. and Annuity Assoc. of Am. (In re Figter)*, 118 F.3d 635, 638-40 (9th Cir. 1997).
3 Additionally, the transfer of the Property under the Plan will occur in good faith. The Plan
4 therefore achieves a result consistent with the objectives and purposes of the Bankruptcy Code.

5 11 U.S.C. § 1129(a)(4). No payment for services or costs and expenses in or in
6 connection with the Bankruptcy Case, or in connection with the Plan and incident to the
7 Bankruptcy Case, has been or will be made by Belmont other than payments that have been or
8 will be authorized by order of the Court. All payments for fees and costs of the Chapter 11
9 Professionals for services rendered before the Effective Date will be subject to approval by the
10 Court.

11 11 U.S.C. § 1129(a)(5). Belmont has disclosed the identity of the entity who will serve as
12 Plan Administrator and Trustee over the Trust Assets, Teetsel Properties, LLC (“**Teetsel**”). The
13 appointment of Teetsel is consistent with the interests of Creditors, Interest Holders, and public
14 policy. The Trust Agreement, including Compensation Agreement, governing Teetsel is attached
15 hereto as Exhibit “C.”

16 11 U.S.C. § 1129(a)(6). There are no governmental regulatory commissions with
17 jurisdiction, after confirmation of the Plan, over the rates of the Debtor.

18 11 U.S.C. § 1129(a)(7). Based upon the testimony of David Sotolov set forth in the
19 Sotolov Declaration, and the Debtor’s estimation of the value of the Property, each holder of an
20 impaired Claim in each impaired Class of Claims that has not accepted the Plan will, on account
21 of such Claim, receive or retain property under the Plan having a value, as of the Effective Date,
22 that is not less than the amount that such holder would so receive or retain if the Debtor’s
23 Property were liquidated under Chapter 7 of the Bankruptcy Code. Belmont has demonstrated
24 that the Plan is in the best interests of the Creditors.

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1 11 U.S.C. § 1129(a)(8). The Plan has not been accepted by all impaired Classes.
2 Notwithstanding such non-acceptance, the Plan is confirmable because, as more fully set forth
3 below, the Plan satisfies 11 U.S.C. § 1129(b) with respect to such non-accepting Classes.

4 11 U.S.C. § 1129(a)(9). The Plan provides treatment for Administrative Claims, Priority
5 Tax Claims and Priority Claims that is consistent with the requirements of 11 U.S.C.
6 § 1129(a)(9).

7 11 U.S.C. § 1129(a)(10). The Plan has been accepted by two Classes of impaired Claims
8 that are entitled to vote on the Plan as described above, without including any acceptance of the
9 Plan by any insider.

10 11 U.S.C. § 1129(a)(11). The Plan is feasible within the meaning of 11 U.S.C.
11 § 1129(a)(11). Because the Plan is, in essence, a liquidating Plan, confirmation of the Plan is not
12 likely to be followed by the liquidation or the need for further financial reorganization of the
13 Debtor. Based on the testimony of David Sotolov as set forth in the Sotolov Declaration, the
14 Belmont Plan Funding is sufficient to make all payments and Distributions required under the
15 Plan.

16 11 U.S.C. § 1129(a)(12). The Plan provides that Administrative Claims for fees payable
17 pursuant to 28 U.S.C. § 1930 will be paid on or before the Effective Date (to the extent any are
18 due as of the Effective Date). After the Effective Date, all fees payable pursuant to 28 U.S.C.
19 § 1930 will be paid by the Trust in accordance with the terms of the Plan and applicable portions
20 of the Bankruptcy Code.

21 11 U.S.C. § 1129(b). Class 7, consisting of the Interests in the Debtor, the only rejecting
22 Class under the Plan, is treated “fairly and equitably” under the Plan as that term of art is
23 employed in the context of plan confirmation, because no Class of Interests or Claims junior to
24 Class 7 will receive or retain anything on account of the Plan. The Plan therefore does not violate
25 the “absolute priority rule.” *See Bank of Am. Nat’l Trust and Savs. Assoc. v. 203 N. LaSalle St.*
26 *P’ship*, 526 U.S. 434 (1999).

1 To the extent not specifically addressed above and, to the extent applicable, all other
2 provisions of 11 U.S.C. § 1129 have been complied with by Belmont.

3 **EXECUTORY CONTRACTS AND PROPERTY TRANSFERS**

4 Pursuant to the Plan, the Debtor will assume and assign to Belmont all Leases, which
5 assumption and assignment is in the best interests of the Debtor, the Estate, Tenants, Creditors
6 and other parties-in-interest in the Bankruptcy Case.

7 All of the transfers of the Property to occur under the Plan or that have occurred in
8 accordance with the Plan prior to confirmation are and have been undertaken for reasonably
9 equivalent consideration, and in accordance with 11 U.S.C. §§ 1123 and 1129(a)(3) as described
10 above.

11 To the extent the Trustee's Deed attached as Exhibit "B," is insufficient to transfer the
12 personal property associated with the Real Property, the bill of sale ("Bill of Sale") attached as
13 Exhibit "D" and/or this Confirmation Order are sufficient to validly transfer such personal
14 property, to Belmont. All parties, including any title insurers, are entitled to rely on the Bill of
15 Sale and/or this Confirmation Order as evidence of such valid transfer of the personal property.

16 **INJUNCTIONS AND RELEASES**

17 Except for Plan Sections VI.A.2 and XI.F, which are modified herein, the Exculpation,
18 Releases and Injunctions are, individually and collectively, integral to, and necessary for the
19 successful implementation of the Plan and supported by reasonable consideration, including,
20 among other things, the Belmont Plan Funding.

21 Accordingly, IT IS HEREBY ORDERED as follows:

22 A. The foregoing findings and conclusions are hereby incorporated into and are a part of
23 the Confirmation Order of the Court.

24 B. The Objection, and any other objections to confirmation of the Plan, to the extent not
25 already overruled at the Initial or Final Confirmation Hearings, are overruled on the merits.

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1 C. The Plan attached hereto as Exhibit "A" and each of its provisions (except as
2 otherwise expressly provided herein) together with any and all modifications, amendments, separate
3 agreements, compromises and/or settlements announced on the record at the Confirmation Hearing
4 and as contained in this Confirmation Order (whether or not specifically approved herein) are
5 confirmed in each and every respect, pursuant to 11 U.S.C. § 1129; provided, however, that if there
6 is any conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of
7 this Confirmation Order shall control.

8 D. The definition of "Effective Date" under the Plan is revised to replace the
9 reference to "Article 2, Section 16" with a reference to "Article VIII, Section A."

10 E. The assumptions and rejections of the Executory Contracts are hereby approved and
11 confirmed.

12 F. The Court approves the Plan provisions that provide for a Plan Administrator and
13 transfer the Assets to the Trust, as per the Trust Agreement, which is attached as Exhibit "C" to this
14 Confirmation Order.

15 G. Belmont is hereby vested with the authority to independently undertake all
16 implementation and consummation actions provided for under the Plan that would otherwise
17 require approval of the directors, members, or managers of the Debtor, including, without
18 limitation the authorization to transfer the Property or file motions to assume or reject any
19 Executory Contracts, without any requirement of further action by such directors, members, or
20 managers of the Debtor. Belmont is authorized to require the Plan Administrator to take any such
21 actions in Belmont's sole and absolute discretion on the Debtor's behalf as the Plan proponent.

22 H. On or before the Effective Date, the Plan Administrator will open the Plan
23 Administration Account, an interest bearing account at a federally insured financial institution
24 into which the Belmont Plan Funding will be deposited and maintained, as well as all of the
25 Belmont Cash Collateral and any other Trust Assets. On the Effective Date, the Debtor will remit
26 all Belmont Cash Collateral to the Plan Administrator. Any funds remaining on deposit after

1 consummation of the Plan, entry of the Final Decree and closing of the Estate, will be Excess
2 Cash that the Plan Administrator will remit to Belmont within five (5) days after satisfaction of
3 the last obligation owing under the Plan, if not sooner.

4 I. On the Effective Date, the Trust and the Trust Agreement will be deemed effective
5 without any further action by any party. As of the Effective Date, the Debtor will be deemed to
6 transfer, assign and deliver all of the Estate's right, title, and interest in and to the Trust Assets
7 (excluding the Causes of Action and Retained Claims) to the Trust, which will consist of the
8 Belmont Cash Collateral and the Belmont Plan Funding (or the Plan Administration Account, if
9 those amounts are already contained in the Plan Administration Account). Upon the request of
10 the Plan Administrator, the Debtor will execute and deliver such other documentation deemed
11 reasonably necessary by the Plan Administrator or its counsel to assure the proper transfer,
12 assignment and delivery of title to the Trust Assets to the Trust. Notwithstanding the foregoing,
13 title to the Trust Assets is hereby transferred, assigned and delivered to the Trust and such
14 transfer, assignment and delivery will be effective without further action by any party, free and
15 clear of all Claims, liens, Interests, assignments, encumbrances, charges, and other interests of
16 Creditors. The vesting of the Belmont Cash Collateral and the Trust Assets in the Trust does not and
17 shall not subject the Trust, the Trustee or Belmont to any liability by reason of such transfer under
18 the Bankruptcy Code or under applicable non-bankruptcy law, including, without limitation, any
19 laws affecting successor or transferee liability.

20 J. Because Belmont has already taken title to the Real Property and certain other
21 Assets prior to the date of this Order, any provisions of the Plan that would otherwise accomplish
22 the transfer of the Real Property and such other Assets are hereby stricken from the Plan. The
23 remainder of the Plan will continue to be effective as drafted, except as otherwise provided
24 herein.

25 K. To the extent the Trustee's Deed attached as Exhibit "B," is insufficient to transfer
26 the personal property associated with the Real Property, the bill of sale ("Bill of Sale") attached

1 as Exhibit "D" and/or this Confirmation Order are sufficient to validly transfer such personal
2 property, to Belmont. All parties, including any title insurers, are entitled to rely on the Bill of
3 Sale and/or this Confirmation Order as evidence of such valid transfer of the personal property.

4 L. Pursuant to 11 U.S.C. § 1146(a), the issuance, transfer or exchange of any security, or
5 the making, delivery, filing or recording of any instrument of transfer under the Plan, including, but
6 not limited to, the transfer of the Property to Belmont and the transfer of the Belmont Plan Funding
7 to the Trust, shall not be taxed under any law imposing a recording tax, stamp tax, transfer tax or
8 similar tax. All filing or recording officers, wherever located and by whomever appointed, are
9 hereby directed to accept for filing or recording, and to file or record upon presentation thereof, all
10 instruments of transfer without payment of any recording tax, stamp tax, transfer tax or similar tax
11 imposed by federal, state or local law. The Court specifically retains jurisdiction to enforce the
12 foregoing direction by whatever means within the Court's jurisdiction and power.

13 M. On the Effective Date, the Causes of Action and Retained Claims will be deemed
14 transferred to Belmont, except to the extent a Creditor or other third party has been specifically
15 released from any Cause of Action by the terms of the Plan or by a Final Order of this Court,
16 without further action by any party. Belmont will have the right, in its sole and absolute
17 discretion, to pursue, not pursue, settle, release or enforce any Cause of Action without seeking
18 any approval from the Bankruptcy Court.

19 N. Upon occurrence of the Effective Date, the Holder of the Class 2 Claim shall set
20 off the amount of its claim against the LarsonAllen Retainer, and shall thereafter remit the
21 balance of the LarsonAllen Retainer to the Plan Administrator within seven (7) days.

22 O. To the extent the Fennemore Craig Retainer has not already been remitted to the
23 Debtor, Fennemore Craig shall remit the Fennemore Craig Retainer to the Plan Administrator
24 within seven (7) days.

25 P. Upon satisfaction of the Claims of any other Creditor(s) holding a deposit,
26 retainer, or other funds paid to it by the Debtor (either before or after the Petition Date, including,

1 without limitation, as a condition of or as security for utility service (which includes, but is not
2 limited to, deposits paid to utility companies for adequate assurance pursuant to Bankruptcy Code
3 § 366)), or if such Creditor(s) did not have any Claims against the Debtor, any such deposits,
4 together with any interest or other income earned thereon, if any, must be tendered to the Plan
5 Administrator within seven (7) days of the occurrence of the Effective Date.

6 Q. The Debtor and its management, members, and Insiders, and any agents or
7 representatives of same, are hereby ordered to cooperate with Belmont, the Plan Administrator,
8 and their designee(s) to effectuate a smooth and orderly transition for management of the
9 Property, including without limitation by making promptly available to Belmont and the Plan
10 Administrator all Property Operations Materials and all other materials necessary for transfer of
11 the Property and operation of the Property in similar or better manner as it was operated prior to
12 and during the pendency of the Bankruptcy Case.

13 R. Except as otherwise expressly provided herein or in the Plan, all Persons who have
14 held, hold or may hold Claims against or Interests in the Debtor or who assert rights in or against
15 the Debtor or the Property, along with their respective present or former Insiders, employees,
16 agents, officers, directors, principals or representatives are permanently enjoined, with respect to
17 any such Claims, Interests or any rights asserted in or against any of the Property, as of the
18 Confirmation Date but subject to the occurrence of the Effective Date, from (a) commencing,
19 conducting or continuing in any manner, directly or indirectly, any suit, action or other
20 proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral,
21 administrative or other forum) against or affecting the Debtor, the Estate, the Property, the Trust,
22 the Plan Administrator or any of their property, or any direct or indirect transferee of any property
23 of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of
24 any such transferee or successor; (b) enforcing, levying, attaching (including, without limitation,
25 any pre-judgment attachment), collecting or otherwise recovering by any manner or means,
26 whether directly or indirectly, any judgment, award, decree or order against the Debtor, the

1 Estate, the Trust, or the Plan Administrator or any of their property, or any direct or indirect
2 transferee of any property of, or direct or indirect successor in interest to, any of the foregoing
3 Persons, or any property of any such transferee or successor; (c) creating, perfecting or otherwise
4 enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtor,
5 the Estate, the Trust, or the Plan Administrator or any of their property, or any direct or indirect
6 transferee of any property of, or successor in interest to, any of the foregoing Persons; (d) acting
7 or proceeding in any manner, in any place whatsoever, that does not conform to or comply with
8 the provisions of the Plan to the full extent permitted by applicable law, including asserting
9 Claims or Causes of Action against any Person released under the Plan; (e) taking any actions to
10 interfere with the implementation or consummation of the Plan; and (f) commencing or
11 continuing, in any manner or in any place, any action that does not comply with or is inconsistent
12 with the provisions of the Plan, such as commencing or continuing in any manner, any action or
13 other proceeding of any kind with respect to any Claims and Causes of Action which are
14 extinguished or released pursuant to the Plan; provided, however, that nothing contained herein
15 will preclude such Persons from exercising their rights pursuant to and consistent with the terms
16 of the Plan.

17 S. Sections VI.A.2 and XI.F of the Plan shall be deleted from the Plan. Inasmuch as
18 the Debtor, its members, managers, Insiders, officers, directors, affiliates, representatives, or
19 agents have placed funds and tangible or intangible personal property in the Debtor's possession,
20 including Cash Collateral, which Assets are property of the bankruptcy Estate that must now be
21 transferred to the Plan Administrator, and the Court seeking a smooth transition, the Court directs
22 that the Debtor, and the aforesaid representatives or agents, shall immediately proceed with the
23 transfer of the Debtor's and the bankruptcy Estate's Assets to the Plan Administrator, as
24 contemplated in this Confirmation Order. Because a trustee's sale of the Debtor's real property
25 has occurred, the Court also directs that the Debtor and its representatives or agents provide
26 documentation and information, including relevant financial information, as to the Tenants

1 located at the property, so that there will be no break in the services that should be provided to the
2 Tenants. The parties may request a hearing before this Court if a dispute should arise concerning
3 the transfer of the Debtor's or bankruptcy Estate's real or personal property.

4 T. Except as otherwise provided herein, as of the Effective Date, each and every
5 Holder of a Claim and every other party in interest and any of their respective agents, employees,
6 officers, directors, representatives, financial advisors, attorneys, or affiliates, or any of their
7 successors or assigns, will release, waive and discharge the Belmont Releasees² from any and all
8 Claims, counterclaims, cross-claims, defenses, demands, damages, Causes of Action, costs and
9 expenses arising prior to the Effective Date in connection or arising out of the Reorganization
10 Case, the pursuit of confirmation of the Plan, or the administration, furtherance, or consummation
11 of the Plan or the Property to be distributed under the Plan, except for claims arising from any
12 willful misconduct of the Belmont Releasees; and in all respects Belmont will be entitled to
13 reasonably rely upon the advice of counsel with respect to its duties and responsibilities under the
14 Plan or in the context of the Reorganization Case. Belmont will not be deemed to have assumed
15 any of the Debtor's liabilities notwithstanding its payment as authorized herein of any such
16 obligations. The Belmont Releasees will not be held liable or otherwise responsible for any past
17 or future act or omission of the Debtor, or any of its respective Insiders members, managers,
18 directors, officers, agents, or employees. Similarly, to the extent not already released, the Debtor,
19 and any agents, managers, Insiders and affiliates thereof are hereby deemed to release, waive and
20 discharge the Belmont Releasees from any and all Claims, counterclaims, cross-claims, defenses,
21 demands, damages, Causes of Action, costs and expenses arising prior to the Effective Date in
22 connection or arising out of the Reorganization Case, the pursuit of confirmation of the Plan, or
23 the administration, furtherance, or consummation of the Plan or the Property to be distributed

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25 ² The term Belmont Releasees is defined as Belmont and all its members, officers, directors,
26 employees, agents, managers, attorneys, accountants, financial advisors and all its other representatives
and professionals, and their successors and assigns. To the extent this definition is inconsistent with the
definition set forth in the Plan, the definition set forth in this Confirmation Order will control.

1 under the Plan, except for those arising from any willful and malicious tortious or criminal
2 misconduct by the Belmont Releasees.

3 U. Except as otherwise expressly provided in the Plan or in this Confirmation Order, on
4 the Effective Date Belmont shall be vested with all of the property of the Estate free and clear of all
5 Claims, Liens, encumbrances, charges and other interests of Creditors, and shall thereafter hold, use,
6 dispose or otherwise deal with such Property, operate such Property business otherwise conduct its
7 business free of any restrictions imposed by the Bankruptcy Code or by the Court. All Causes of
8 Action that are not otherwise dismissed pursuant to this Confirmation Order are hereby preserved for
9 the benefit of Belmont, and this Confirmation Order shall have no effect on Belmont's pursuit of
10 claims against any of the Debtor's officers, directors, Insiders, affiliates, or guarantors.

11 V. Any liabilities or obligations of the Debtor not disclosed by the Debtor and as to
12 which no Proof of Claim was filed will be forever barred and discharged on the Effective Date
13 and shall be subject to the injunctions imposed herein (and all other applicable provisions of the
14 Plan).

15 W. The Court shall retain jurisdiction for certain purposes, as provided in Article XIII of
16 the Plan. The Court's retention of jurisdiction shall not, and does not, affect the finality of this
17 Confirmation Order.

18 X. With respect to the Executory Contracts to which the Debtor is a party, all such
19 Executory Contracts that have not been expressly assumed or rejected as of the date of the
20 Confirmation Order are hereby rejected; and all claims arising from the rejection of such Executory
21 Contracts must be filed within thirty (30) days of the entry of the Confirmation Order.

22 Y. Prior to occurrence of the Effective Date, Belmont, the Plan Administrator, and their
23 employees, attorneys, agents, and representatives are authorized and empowered to take all actions
24 necessary or appropriate to consummate the transactions contemplated by the Plan and the Plan
25 Documents and to perform thereunder. The Plan Administrator or Belmont (as applicable) is
26 authorized and empowered to execute and deliver the Plan Documents in substantially the form

1 submitted, subject to such amendments as may be agreed to by the parties thereto or approved by the
 2 Court, provided such amendments shall be consistent with the Plan.

3 Z. Upon the Effective Date, Belmont and the Plan Administrator are authorized and
 4 empowered to conduct their operations and to dispose of their property (including the Property and
 5 the Trust Assets) without further approval of the Court, except as otherwise provided in the Plan or
 6 the Plan Documents.

7 AA. Not later than thirty (30) days after the Effective Date, Belmont shall file with the
 8 Court, a certificate confirming that the Effective Date has occurred, with notice thereof to be given as
 9 required by Fed. R. Bankr. P. 2002(f).

10 BB. All requests for payment of administrative costs and expenses incurred prior to the
 11 Effective Date pursuant to Bankruptcy Code §§ 507(a)(1) and 503(b) will be served and filed
 12 with this Court in accordance with Bankruptcy Code § 330 no later than twenty-eight (28) days
 13 after the Confirmation Date. Any such Claim which is not served and filed within this time
 14 period will be forever barred. Any charges for fees, costs and expenses incurred by the Debtor's
 15 administrative or other professionals after the Effective Date will be the sole responsibility of the
 16 Debtor.

17 CC. The Court has independently reviewed the Debtor's Objections to the proposed
 18 form of order confirming the plan and Belmont's Response thereto, and has placed in this Order
 19 its final findings of fact and conclusions of law confirming Belmont's Plan and sustaining the
 20 Debtor's Objection, in part to the proposed order.

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DATED AND SIGNED AS INDICATED ABOVE.