

FF. Exculpation. The exculpation provisions set forth in Article VIII.D of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation provisions set forth in Article VIII.D of the Plan and the exculpation provisions are appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

FF. Releases by Holders of Claims and Interests. The releases by Holders of Claims and Interests described in Article VIII.E of the Plan (the "Third Party Releases") are essential to the Plan. The Third Party Releases are: (a) in exchange for good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the claims released by the Released Parties; (c) in the best interests of the Debtors and all Holders of Claims; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (e) a bar to Holders of Claims and Interests, voting to accept the Plan and electing not to opt out of the release, from asserting any claim against any of the Released Parties.

GG. The Third Party Releases provide for the release of the Debtors, the Post-Consummation Trust, the Liquidation Trust, and the Released Parties by Holders of Claims and Interests that voted in favor of the Plan and chose not to opt-out of the releases (which by definition, do not include Holders of Claims and Interests who are not entitled to vote in favor of or against the Plan). The Ballots explicitly state that a vote to accept the Plan without opting out constitutes an acceptance and assent to the release provisions set forth in Article VIII of the Plan. Thus, Holders of Claims and Interests voting to accept the Plan and choosing not to opt-out of the provision regarding Third Party Releases were given due and adequate notice that they would be granting such releases by acting in such a manner.

HH. Injunction. The injunction provisions set forth in Article VIII.F of the Plan are essential to the Plan and are necessary to preserve and enforce the Debtor Releases, the Third Party Releases, and the exculpation provisions in Article VIII of the Plan, and are narrowly tailored to achieve that purpose.

II. The Debtor Releases, the Third Party Releases, and the exculpation and injunction provisions set forth in the Plan: (a) are within the jurisdiction of the Court under 28 U.S.C. § 1334(a), 1334(b), and 1334(d); (b) are essential to implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (c) are integral elements of the transactions incorporated into the Plan; (d) confer material benefits on, and are in the best interests of, the Debtors, their Estates, and Holders of Claims; (e) are important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors; and (g) are consistent with sections 105, 1123, and 1129 of the Bankruptcy Code and other applicable law, including other applicable provisions of the Bankruptcy Code. The record of the Confirmation Hearing and the Chapter 11 Cases provides a sufficient evidentiary basis to support the Debtor Releases, the Third Party Release, and the exculpation and injunction provisions granted herein and contained in Article VIII of the Plan.

JJ. Preservation of Claims and Causes of Action. Article IV of the Plan appropriately provides for the maintenance of Causes of Action specified on Exhibit A to the Plan and the preservation by the Debtors of all Claims and Causes of Action against a Holder of a Claim or an Interest or other Entity that have not been expressly waived, relinquished, released, compromised, or settled in the Plan or any Final Order (including herein) for later adjudication by the Liquidation Trust or Post-Consummation Trust, as applicable, in accordance with section 1123(b)(3)(B) of the Bankruptcy Code. The provisions regarding retained Causes of

Action in the Plan are appropriate and are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Further, those Entities listed in the Plan Supplement as subject to a retained Cause of Action as provided in Article IV of the Plan were provided with timely, adequate, and sufficient notice.

(c) Section 1129(a)(2) – Compliance of the Debtors with the Applicable Provisions of the Bankruptcy Code

KK. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128 of the Bankruptcy Code and Bankruptcy Rules 2002, 3017, 3018, and 3019.

LL. Votes to accept or reject the Plan were solicited by the Debtors and their respective agents after the Court approved the adequacy of the Disclosure Statement pursuant to section 1125(a) of the Bankruptcy Code.

MM. The Debtors and certain of their representatives have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly and in good faith within the meaning of section 1125(e) of the Bankruptcy Code, and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Solicitation Procedures, the Disclosure Statement, the Bankruptcy Code, and the Bankruptcy Rules, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provision set forth in Article VIII.D of the Plan.

NN. The Debtors and their respective present and former representatives have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the

Plan and, therefore, are not, and on account of such distributions will not be, liable for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

(d) Section 1129(a)(3) – Proposal of the Plan in Good Faith

OO. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and records of the Chapter 11 Cases, the Disclosure Statement and the hearing thereon, the Plan Confirmation Brief, the Hede Declaration, the record of the Confirmation Hearing, and all other proceedings held in the Chapter 11 Cases. The Plan is the product of comprehensive, arm's-length negotiations between the Debtors, the Propetition Agent, and the Creditors' Committee. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' good faith, and that the Plan serves the public interest and assures fair treatment of Holders of Claims and Interests. The Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of maximizing the value of the Debtors' assets recoveries to Holders of Claims. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

(e) Section 1129(a)(4) – Court Approval of Certain Payments as Reasonable

PP. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, including

the payment of Professional Claims and the establishment of the Professional Fee Escrow Account, have been approved by, or are subject to approval of the Court as reasonable. Accordingly, the requirements of section 1129(a)(4) of the Bankruptcy Code are satisfied.

(f) Section 1129(a)(5) – Disclosure of Identity of Proposed Management, Compensation of Insiders and Consistency of Management Proposals with the Interests of Creditors and Public Policy

QQ. Section 1129(a)(5) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases. To the extent section 1129(a)(5) applies to the Post-Consummation Trust and the Liquidation Trust, the Debtors have disclosed that (a) the Prepetition Agent, in consultation with the Prepetition Lenders, has determined to designate U.S. Bank National Association as the Plan Administrator and (b) the Creditors' Committee, in consultation with the Prepetition Agent, has designated U.S. Bank National Association as the Liquidation Trust Administrator.

(g) Section 1129(a)(6) – Approval of Rate Changes

RR. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

(h) Section 1129(a)(7) – Best Interests of Holders of Claims and Interests

SS. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Plan Distribution Analysis and the Liquidation Analyses included in the Disclosure Statement and the other evidence proffered at the Confirmation Hearing or in the Hede Declaration: (a) are persuasive and credible as of the dates such evidence was prepared, presented, or proffered; (b) are based upon reasonable and sound assumptions; (c) have not been controverted by other evidence or have not been challenged; (d) provide a reasonable estimate of the liquidation values of the Debtors upon conversion to a case under chapter 7 of the Bankruptcy Code; and

(d) establish that each Holder of a Claim or Interest in an Impaired Class that has not accepted the Plan will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that it would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. As a result, the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

(i) Section 1129(a)(8) – Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Impaired Class

TI. Class A-2, Class A-3, and Class B are Unimpaired Classes and are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. As set forth in the Voting Report, the Impaired Accepting Classes (i.e., Class A-1, Class C-1, Class C-2, and Class C-3) have voted to accept the Plan. Because the Plan has not been accepted by the Rejecting Classes, the Debtors sought Confirmation of the Plan under section 1129(b) of the Bankruptcy Code, rather than section 1129(a)(8) of the Bankruptcy Code. As set forth below in Paragraph 14 and in the Hede Declaration, although section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to the Impaired Rejecting Classes, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Impaired Rejecting Classes. As a result, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

(j) Section 1129(a)(9) – Treatment of Priority Claims

UU. The Plan provides for treatment of Administrative Claims, DIP Facility Claims, Priority Tax Claims, and Other Priority Claims in the manner required by section 1129(a)(9) of the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(9) of the Bankruptcy Code are satisfied.

(k) Section 1129(a)(10) – Acceptance by at Least One Impaired Class

VV. As set forth in the Voting Report, the Impaired Accepting Classes have voted to accept the Plan. As such, there is at least one class of Claims that is Impaired under the Plan that has accepted the Plan (without including any acceptance of the Plan by any insider), thus satisfying section 1129(a)(10) of the Bankruptcy Code in all respects.

(l) Section 1129(a)(11) – Feasibility of the Plan

WW. The Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code. The evidence proffered or adduced at or prior to the Confirmation Hearing or in the Hode Declaration: (a) is persuasive and credible as of the dates such evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; (d) establishes that the Plan is feasible; and (e) establishes that the Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the requirements of section 1129(a)(11) of the Bankruptcy Code are satisfied.

(m) Section 1129(a)(12) – Payment of Bankruptcy Fees

XX. In accordance with section 1129(a)(12) of the Bankruptcy Code, Article XV.C of the Plan provides for the payment of all fees payable under 28 U.S.C. § 1930 until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. The Debtors, the Post-Consummation Trust, and the Liquidation Trust, as applicable, have adequate means to pay all such fees.

(n) Section 1129(a)(13) – Retiree Benefits

YY. Article IV.H of the Plan provides that all retiree benefit programs (as that term is defined in section 1114 of the Bankruptcy Code), as modified or amended during the Chapter 11

Cases, will continue in effect for the duration of the period that the Debtors have obligated themselves to provide such benefits. The Debtors do not have any retiree benefit programs. In addition, on or after the Effective Date, except for the Debtors' health plan, all of the Debtors' existing employee benefit policies, plans, and agreements that have not been terminated prior to the Effective Date, including without limitation the employee stock option plan, will terminate. The Plan therefore satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

(o) Section 1129(b) – Confirmation of the Plan Over Non-Acceptance of Impaired Classes

ZZ. Notwithstanding the fact that the Impaired Rejecting Classes are deemed to have rejected the Plan, the Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code because: (a) the Impaired Accepting Classes have voted to accept the Plan and (b) the Plan does not discriminate unfairly and is fair and equitable with respect to the Impaired Rejecting Classes. The Plan does not discriminate unfairly with respect to Class D or Class E because no Holders of Claims or Interests junior to Class D or Class E shall receive any distribution under the Plan. Moreover, it appears that there are no Claims in Class D. Accordingly, the Plan is fair and equitable towards all Holders of Subordinated Debt Securities Claims (i.e., Class D) and all Holders of Interests (i.e., Class E). As a result, the Plans satisfies the requirements of section 1129(b) of the Bankruptcy Code. Thus, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code is not satisfied. After entry of the Confirmation Order and upon occurrence of the Effective Date, the Plan shall be binding on the members of the Impaired Rejecting Classes.

(p) Section 1129(c) – Only One Plan

AAA. Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases, thus satisfying section 1129(c) of the Bankruptcy Code.

(q) Section 1129(d) – Principal Purpose of the Plan Is Not the Avoidance of Taxes or Application of the Securities Law

BBB. No governmental unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Further, as evidenced by the terms of the Plan, the principal purpose of the Plan is not to avoid taxes or the application of securities law. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code are satisfied.

XIII. Satisfaction of Confirmation Requirements

CCC. Based upon the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

XIV. Good Faith

DDD. The Debtors, the Creditors' Committee, the Prepetition Agent, the Prepetition Lenders, and each of their representatives have been acting and will continue to act in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed by this Confirmation Order.

XV. Implementation of Other Necessary Documents and Agreements

EEE. All documents and agreements necessary to implement the Plan, including, the Post-Consummation Trust Agreement and the Liquidation Trust Agreement, are essential elements of the Plan and entry into and consummation of the transactions contemplated by each

such documents and agreements are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised their reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The Debtors, the Plan Administrator, and the Liquidation Trust Administrator, as applicable, shall be authorized to execute and deliver all agreements, documents, instruments, and certificates relating to such agreements and perform their obligations thereunder, including, without limitation, pay all fees thereunder. The terms and conditions of such documents and agreements have been negotiated in good faith, at arm's-length, are fair and reasonable and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements.

XVI. Executory Contracts and Unexpired Leases

FFF. The Debtors have exercised their reasonable business judgment in determining whether to assume, assume and assign, or reject each of the Executory Contracts and Unexpired Leases as set forth in Article V of the Plan and in the Plan Supplement. Each assumption, assignment, and rejection of an Executory Contract or Unexpired Lease as provided in Article V of the Plan shall be legal, valid, and binding upon the applicable Debtor, the Post-Consummation Trust, or the Liquidation Trust, as applicable, and all other Debtor or non-Debtor parties to such Executory Contracts or Unexpired Leases, all to the same extent as if such assumption or rejection had been authorized and effectuated pursuant to an appropriate order of the Court that was entered pursuant to section 365 of the Bankruptcy Code prior to the Confirmation Date.

XVII. Adequate Assurance

GGG. The Debtors have provided adequate assurance of future performance for each assumed Executory Contract and Unexpired Lease that is being assumed by the Debtors pursuant

to the Plan. Further, the Debtors have cured or provided adequate assurance that the Debtors, the Post-Consummation Trust, or the Liquidation Trust, as applicable, will cure defaults (if any) under or relating to each of the Executory Contracts and Unexpired Leases being assumed by each of the foregoing parties, as applicable, pursuant to the Plan. As a result, the requirements of section 365 of the Bankruptcy Code are satisfied.

XVIII. Conditions Precedent to Confirmation

HHH. Entry of this Confirmation Order satisfies the conditions to Confirmation set forth in Article XII.A.2 and Article XII.A.3 of the Plan.

XIX. Conditions Precedent to Consummation

III. Each of the conditions precedent to Consummation set forth in Article XII.B of the Plan is satisfied or waived in accordance with the provisions of the Plan or is reasonably likely to be satisfied.

XX. Retention of Jurisdiction

JJJ. The Court properly may retain jurisdiction over the matters set forth in Article XIV of the Plan and other applicable provisions of the Plan.

* * * *

ORDER

Based on the foregoing, it is hereby ORDERED:

A. Order

I. This Confirmation Order shall and does confirm the Plan. A copy of the Plan is attached hereto as Exhibit A.

B. Objections

2. To the extent that any objections, reservations of rights, statements, or joinders to Confirmation have not been resolved, withdrawn, waived, or settled prior to entry of this Confirmation Order or otherwise resolved as stated on the record of the Confirmation Hearing, they are hereby overruled on their merits.

C. Findings of Fact and Conclusions of Law

3. The findings of fact and the conclusions of law set forth herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Confirmation Hearing in relation to Confirmation of the Plan are hereby incorporated herein to the extent not inconsistent herewith. To the extent that 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.

D. Confirmation of the Plan

4. The Plan and each of its provisions, terms, and conditions and all documents and agreements related thereto, including the Post-Consummation Trust Agreement and the Liquidation Trust Agreement (all as may be modified by this Confirmation Order or in accordance with the Plan), are approved and confirmed in each and every respect pursuant to section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto, and all documents and agreements related thereto (including all exhibits and attachments thereto and documents referred to in such papers) are approved, and such documents' execution, delivery, and performance by the Debtors

is hereby authorized. Without further order or authorization of the Court, the Debtors, the Post-Consummation Trust, and the Liquidation Trust are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan in accordance with the terms and conditions of the Post-Consummation Trust Agreement and the Liquidation Trust Agreement, as applicable.

5. The Plan and the Plan Supplement and each of their provisions, terms, and conditions, and all documents and agreements related thereto, once finalized and executed, including the Post-Consummation Trust Agreement and the Liquidation Trust Agreement are incorporated by reference herein and shall constitute legal, valid, binding, and authorized obligations enforceable in accordance with their terms as of the Effective Date.

6. 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. Notwithstanding the foregoing, if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

E. Plan Classification Controlling

7. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and

(d) shall not be binding on the Debtors, the Plan Administrator, and the Liquidation Trust Administrator except for voting purposes.

F. The Post-Consummation Trust; the Plan Administrator

8. The Plan Administrator's appointment shall be effective as of the Effective Date.

9. The Post-Consummation Trust Agreement and all of the terms and conditions contained therein are approved and the Debtors are authorized to execute the Post-Consummation Trust Agreement on the Effective Date.

10. The powers, authority, responsibilities, and duties of the Post-Consummation Trust and the Plan Administrator are set forth in and will be governed by the Post-Consummation Trust Agreement.

11. On the Effective Date, and in accordance with and pursuant to sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code and Bankruptcy Rule 9019, (a) the Liquidation Trust will transfer to the Post-Consummation Trust the Diminution Claim payment and (b) the Debtors will transfer to the Post-Consummation Trust all of their rights, title, and interests in all of the Post-Consummation Trust Assets. In connection with the transfer of the Post-Consummation Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Post-Consummation Trust will vest in the Post-Consummation Trust and its representatives and the Debtors and the Post-Consummation Trust are authorized to take all actions necessary to effectuate the transfer of such privileges in accordance with the Plan and the Post-Consummation Trust Agreement.

12. On the Effective Date, the Debtors will assign and transfer to the Post-Consummation Trust and the Liquidation Trust all of their rights and obligations in

connection with the employment agreements for the following parties: (a) Ann M. Hamilton; (b) Bradley R. Grining; and (c) Michael T. Richardson (collectively, the "Employment Agreements"). The Post-Consummation Trust and the Liquidation Trust shall perform their obligations under the Employment Agreements pursuant to the terms and conditions set forth therein, provided that nothing in the Plan or the Confirmation Order shall alter the allocation of expenses between the Post-Consummation Trust and Liquidation Trust as set forth in the Employment Agreements, the Post-Consummation Trust Agreement, and the Liquidation Trust Agreement.

G. The Liquidation Trust; the Liquidation Trust Administrator

13. The Liquidation Trust Administrator's appointment shall be effective as of the Effective Date. The Liquidation Trust Administrator's compensation shall be as set forth in the Liquidation Trust Agreement.

14. The Liquidation Trust Agreement and all of the terms and conditions contained therein are approved and the Debtors are authorized to execute the Liquidation Trust Agreement on the Effective Date.

15. The powers, authority, responsibilities, and duties of the Liquidation Trust and the Liquidation Trust Administrator are set forth in and will be governed by the Liquidation Trust Agreement.

16. On the Effective Date, and in accordance with sections 1123(a)(5)(B) and 1123(b)(3) of the Bankruptcy Code and pursuant to the terms of the Plan, (a) the Post-Consummation Trust will transfer to the Liquidation Trust the Committee Settlement Payment and (b) the Debtors will transfer to the Liquidation Trust all of the Estates' rights, title, and interests in all of the Liquidation Trust Assets. All such assets shall vest exclusively in the

Liquidation Trust on the Effective Date. The Liquidation Trust will have the exclusive right, authority, and discretion to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any and all Liquidation Trust Claims and Causes of Action (to the extent a Cause of Action has been transferred to the Liquidation Trust) in accordance with the terms of the Plan and the Liquidation Trust Agreement.

17. In connection with the transfer to the Liquidation Trust Assets, any attorney client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust will vest in the Liquidation Trust and its representatives, and the Debtors and the Liquidation Trust are authorized to take all actions necessary to effectuate the transfer of such privileges.

II. Compromise and Settlement of Claims and Controversies

18. After the Effective Date, the Liquidation Trust Administrator or Plan Administrator, as applicable, may compromise and settle Claims against them and Causes of Action against other Entities in accordance with the provisions of the Plan, the Post-Consummation Trust, and the Liquidation Trust, as applicable, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a) without any further order or approval of the Court.

I. The Debtor Releases, Third Party Releases, Injunction and Exculpation Provisions

19. The following releases, injunctions, exculpations, and related provisions set forth in Article VIII of the Plan are essential provisions of the Plan and are hereby approved and authorized in their entirety:

(a) Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration,