

**EXHIBIT 1**

**[proposed] CONFIRMATION ORDER**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Chapter 11
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<b>J.L. FRENCH AUTOMOTIVE CASTINGS,</b>	:	Case No. 09-12445 (KG)
<b>INC., et al.,<sup>1</sup></b>	:	
	:	Jointly Administered
Debtors.	:	
	x	
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**ORDER CONFIRMING DEBTORS' FIRST AMENDED JOINT PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

WHEREAS, on July 13, 2009, the above-captioned debtors and debtors-in-possession (collectively the "Debtors") commenced their chapter 11 bankruptcy cases in this United States Bankruptcy Court for the District of Delaware (the "Court").

WHEREAS, on August 13, 2009, the Debtors filed their Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [docket no. 190] and Disclosure Statement for the Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [docket no. 192].

WHEREAS, on Aug. 17, 2009, the Court entered its Order (I) Approving Disclosure Statement For The Debtors' First Amended Joint Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code; And (II) Approving Voting Procedures [docket no. 229].

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<sup>1</sup> The Debtors in these cases along with the last four digits of each of the Debtors' federal tax identification numbers are: J.L. French Automotive Castings, Inc. (3670); French Holdings LLC (0518); Nelson Metal Products LLC (4939); Allotech International LLC (5832); J.L. French LLC (8901); J.L. French Automotive, LLC (7075); Central Die, LLC (7793). The Debtors' headquarters and mailing address is: 3101 South Taylor Drive, Sheboygan, WI 53082.

At the August 17, 2009 hearing on approval of the Disclosure Statement, the Debtors advised the Court of certain revisions that had been made to the filed Plan and Disclosure Statement, which the Court authorized the Debtors to include in such Plan and Disclosure Statement. Such version of the Plan as revised and distributed to creditors for voting on the Plan is docket number 245 and is hereinafter referred to as the “Plan,” and such version of the Disclosure Statement as revised and distributed to creditors for voting on the Plan is docket number 246 and is hereinafter referred to as the “Disclosure Statement.”

WHEREAS, on August 18, 2009, Debtors’ Voting Agent transmitted the Solicitation Packages, as attested to in its Affidavit of Service filed with the Court on August 21, 2009 [docket no. 243].

WHEREAS, on August 31, 2009, the Debtors filed their Declaration of Terri Marshall of BMC Group, Inc. Regarding Publication of Confirmation Hearing Notice and Claims Bar Date Notice [docket no. 254], attesting to the fact that they published notice of the Confirmation Hearing in the following national and local newspapers: Wall St. Journal, Detroit News and Free Press, Sheboygan Press, Milwaukee Journal Sentinel and Glasgow Daily Times. Sheboygan, Wisconsin and Glasgow, Kentucky are the locations of the Debtors’ corporate headquarters and manufacturing plants.

WHEREAS, on September 1, 2009, the Debtors filed the Declaration of Terri Marshall Of BMC Group, Inc. in Connection with Voting on the Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the “Vote Certification”), attesting to the tabulation of all Ballots received by the Voting Agent on or before the Voting Deadline (August 31, 2009) from Holders of Claims and attesting to the results of the tabulation as follows:

a. Class 3 (First Lien Claims). Class 3 voted unanimously in favor of the Plan. Thirty Holders of Class 3 Claims, holding \$210,549,428.63 in Allowed Claims, voted in favor of the Plan. No Holder of Class 3 Claims voted against the Plan.

b. Classes 4 (Second Lien Claims). Class 4 voted unanimously in favor of the Plan. Ten Holders of Class 4 Claims, holding \$64,295,170.50 in Allowed Claims, voted in favor of the Plan. No Holder of Class 4 Claims voted against the Plan.

c. Class 5 (General Unsecured Claims). Class 5 voted as follows: twenty four (24) Holders of Class 5 Claims, holding \$220,123.51 in Allowed Claims, voted to accept the Plan, and three (3) Holders of Class 5 Claims holding \$4,138.09 in Allowed Claims voted to reject the Plan. Accordingly, eighty nine percent (89%) of the voting Class 5 Creditors voted to accept the Plan, and those creditors held ninety eight percent (98%) of the total dollar amount of such Claims. Therefore Class 5 voted to accept the Plan.

WHEREAS, a hearing to consider confirmation of the Plan was held on September 3, 2009 before this Court (the "Confirmation Hearing").

NOW, THEREFORE, based upon this Court's review of the Plan, the briefs, affidavits and declarations submitted in support of confirmation of the Plan, and upon all of the evidence proffered or adduced at, and arguments of counsel made at the Combined Hearing, and upon the entire record of these Chapter 11 Cases, and after due deliberation thereon, THE COURT HEREBY FINDS AND DETERMINES THAT:

A. Jurisdiction and Core Proceeding (28 U.S.C. § 157(b)(2)). This Court has jurisdiction under 28 U.S. C. §§ 157 and 1334 to consider confirmation of the Plan and all provisions thereof. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2).

B. Venue (28 U.S.C. §§ 1408 and 1409). Venue of the Debtors' Chapter 11 Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Eligibility (11 U.S.C. § 109). The Debtors are entities eligible for relief under section 109 of the Bankruptcy Code.

D. Judicial Notice. The Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders entered, and all arguments made, proffered or adduced at hearings held before the Court.

E. Transmittal of Solicitation Packages and Solicitation of Votes. The Disclosure Statement, together with all exhibits thereto, including the Plan, Plan Supplement, Ballots, and the other materials constituting the Solicitation Package were transmitted and served in accordance with the Court's orders and all applicable Bankruptcy Rules and such transmittal and service was adequate and sufficient.

F. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1) and (a)(2)). The Plan complies with all applicable provisions of the Bankruptcy Code and Bankruptcy Rules, including sections 1122 and 1123 of the Bankruptcy Code.

G. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to Administrative Claims, DIP Facility Claims and Priority Tax Claims (which are not required to be classified), Article III of the Plan designates five (5) Classes of Claims and two (2) Classes of Equity Interests. The Claims and Equity Interests placed in each Class are substantially similar to other Claims or Equity Interests in each such Class. Valid business, factual, and legal reasons exist for classifying the various Classes of Claims and Equity Interests in the manner set forth in the Plan, and such Classes do not unfairly discriminate between Holders of Claims or Equity Interests. As a result, the Plan satisfies the requirements of sections 1122 and 1123(a)(1) of the Bankruptcy Code.

H. Specified Treatment of Unimpaired Claims (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies whether each Class of Claims and Equity Interests is Impaired or

not Impaired under the Plan. Therefore, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

I. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan sets forth the treatment of each Impaired Class of Claims or Equity Interests. Therefore, the Plan satisfies section 1123(a)(3) of the Bankruptcy Code.

J. No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment for each Claim in each respective Class unless the Holders of particular Claims have agreed to less favorable treatment with respect to such Claims. Thus, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

K. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan provides adequate and proper means for implementation of the Plan, including, without limitation, (i) the retention by the Reorganized Debtors of all property of the estates and the continued existence of the Debtors as Reorganized Debtors, (ii) the New Organizational Documents that will govern the Reorganized Debtors after the Effective Date, (iii) the selection and appointment of a new board of directors of Reorganized J.L. French Automotive Castings, Inc., (iv) entry into the DIP Facility Exit Credit Documents, and the CapitalSource Exit Credit Documents, (v) the cancellation of Equity Interests, and (vi) the issuance of the New Common Stock and Warrants. Thus, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

L. Nonvoting Equity Securities (11 U.S.C. § 1123(a)(6)). Article V of the Plan provides that the Reorganized J.L. French Automotive Castings, Inc. Certificate of Incorporation and the Reorganized J.L. French Automotive Castings, Inc. By-Laws will, among other things, authorize the issuance of New Common Stock and prohibit the issuance of non-voting securities

pursuant to section 1123(a)(6) of the Bankruptcy Code. Thus, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

M. Selection of Officers, Directors or Trustee (11 U.S.C. § 1123(a)(7)). The provisions of the Plan and the Reorganized Debtors' certificates of incorporation, bylaws or other organizational documents regarding the manner of selection of officers and directors of the Reorganized Debtors, including, without limitation, the provisions of Article V of the Plan and the recent Stockholders' Agreement (as recently amended) providing mechanisms for the selection of directors, are consistent with the interests of Claim and Equity Interest Holders and with public policy. Thus, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

N. Earnings from Personal Services (11 U.S.C. § 1123(a)(8)). Section 1123(a)(8) of the Bankruptcy Code applies only to individual debtors and is not applicable in these Chapter 11 Cases.

O. Impairment/Unimpairment of Classes (11 U.S.C. § 1123(b)(1)). Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims or Equity Interests under the Plan. Thus, the Plan satisfies the requirements of section 1123(b)(1) of the Bankruptcy Code.

P. Treatment of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). Article VI of the Plan provides for the assumption or rejection of the executory contracts and unexpired leases of the Debtors that have not been previously been rejected or that are not rejected pursuant to the Plan. Thus, the Plan satisfies the requirements of section 1123(b)(2) of the Bankruptcy Code.

Q. Preservation of Causes of Action and Rights (11 U.S.C. § 1123(b)(3)).

Article X of the Plan provides for the preservation, retention and enforcement by the Reorganized Debtors of Claims, Causes of Action, rights, and defenses not expressly settled or released under the Plan. Thus, the Plan satisfies the requirements of section 1123(b)(3) of the Bankruptcy Code.

R. Modification of Rights of Secured Creditors (11 U.S.C. § 1123(b)(5)).

Article III of the Plan modifies the rights of secured creditors by providing certain of the Holders of Class 3 Claims and all of the Holders of Class 4 Claims with equity in the Reorganized Debtors in exchange for their Claims. Thus, the Plan satisfies the requirements of section 1123(b)(5) of the Bankruptcy Code.

S. Other Plan Implementation Provisions (11 U.S.C. § 1123(b)(6)). The Plan contains certain other implementation provisions consistent with the applicable provisions of the Bankruptcy Code, including without limitation, as set forth in Article V of the Plan, the creation of the Retained Professional Escrow Account, the provision of tail coverage under a directors' and officers' insurance policy, and, as set forth in Article VIII of the Plan, mechanisms for the resolution of Disputed Claims. Thus, the Plan satisfies the requirements of section 1123(b)(6) of the Bankruptcy Code.

T. Cure of Defaults (11 U.S.C. § 1123(d)). The Plan provides for the satisfaction of default Claims associated with each executory contract and unexpired lease to be assumed pursuant to the Plan in accordance with section 365(b)(1) of the Bankruptcy Code. All cure amounts will be determined in accordance with the underlying agreements and applicable nonbankruptcy law. Thus, the Plan satisfies the requirements of section 1123(d) of the Bankruptcy Code.



U. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors, who are the proponents of the Plan, have complied with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules and the Disclosure Statement Order in transmitting the Solicitation Packages and in tabulating the votes with respect to the Plan, thereby complying with sections 1125 and 1126 with respect to the Disclosure Statement and voting on the Plan. The Debtors have complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court. Thus, the Plan satisfies the requirements of section 1129(a)(2) of the Bankruptcy Code.

V. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors, who are the proponents of the Plan, have proposed the Plan in good faith and not by any means forbidden by law. The Debtors and their respective officers, directors and professional advisors acted in good faith in the negotiation and formulation of the Plan. The Plan is based upon extensive, arms' length negotiations between and among the Debtors and all of the Holders of large secured and unsecured Claims against the Debtors, as well as the Debtors' principal customers, and represents the culmination of months of intensive prepetition and post-petition negotiations and discussions amongst all parties. The Plan is supported by substantially all of the Debtors' principal Creditors. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' estates and to effectuate a successful chapter 11 reorganization of the Debtors, and the release, exculpation, settlement and compromise, indemnification and preservation of Debtors' Causes of Action provisions contained in the Plan also are consistent with that purpose. Thus, the Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code.

W. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). The Plan provides that Professional Fee Claims submitted by estate professionals will be entitled to payment only if and to the extent they are approved by the Court. The Plan also provides that all other Administrative Claims will be entitled to payment only to the extent they are Allowed Claims. Thus, the Plan satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

X. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). On August 31, 2009, the Debtors filed their Notice of Officer and Directors of Reorganized Debtors (docket no. 255), disclosing the identity and affiliations of the individuals proposed to serve after confirmation of the Plan, as a director or officer of the Reorganized Debtors. The appointment to, or continuance in, such office of each such individual is consistent with the interests of Holders of Claims against and Equity Interests in the Debtors and with public policy. Thus, the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

Y. No Rate Changes (11 U.S.C. § 1129(a)(6)). The transactions contemplated by the Plan do not involve any rates established or approved by, or otherwise subject to, any governmental regulatory commission. Thus, section 1129(a)(6) of the Code is inapplicable to these Chapter 11 Cases.

Z. Best Interests of Creditors Test (11 U.S.C. § 1129(a)(7)). The Liquidation Analysis contained in the Plan Supplement and other evidence proffered or adduced at the Confirmation Hearing: (a) are persuasive and credible as of the dates such evidence was prepared, presented or proffered; (b) have not been controverted by other persuasive evidence or have not been challenged; (c) are based upon reasonable and sound assumptions; (d) provide a reasonable estimate of the liquidation values of the Debtors (approximately \$27 million to \$55.7 million) upon a hypothetical conversion of the Chapter 11 Cases to cases

under chapter 7 of the Bankruptcy Code, and (e) establish, therefore, that each Holder of an Impaired Claim or Equity Interest has 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 Claim Holder or Equity Interest Holder would receive pursuant to a liquidation of the Debtors under chapter 7 of the Bankruptcy Code. Thus, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

AA. Acceptance or Rejection of Plan by Impaired Classes. Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired under the Plan and deemed as a matter of law to have accepted the Plan. Class 6 (Preferred Equity Interest) and Class 7 (Common Equity Interests) are receiving nothing under the Plan and are deemed as a matter of law to have rejected the Plan. Class 3 (First Lien Claims), Class 4 (Second Lien Claims) and Class 5 (General Unsecured Claims) are Impaired by the Plan and were entitled to vote on the Plan. As attested in the Vote Certification, Classes 3, 4 and 5 voted to accept the Plan. However, because Classes 6 and 7 are deemed to have rejected the Plan, the Plan does not meet the requirements of section 1129(a)(8) of the Bankruptcy Code and the Plan could only be confirmed under the provisions of section 1129(b) of the Bankruptcy Code.

BB. Treatment of Administrative and Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of Allowed Administrative Expenses, Priority Tax Claims, and Other Priority Claims under Articles II and III of the Plan satisfies the requirements of section 1129(a)(9)(A) and (B) of the Bankruptcy Code, and the treatment of Priority Tax Claims under Article II of the Plan satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code. Thus, the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

CC. Impaired Class Approval (11 U.S.C. § 1129(a)(10)). At least one Class of Claims against the Debtors that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider. Thus, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

DD. Feasibility (11 U.S.C. § 1129(a)(11)). The Financial Projections contained in the Plan Supplement and discussed in the Disclosure Statement, and the additional evidence proffered, adduced and/or presented at the Confirmation Hearing with respect to the showing required by section 1129(a)(11) of the Bankruptcy Code: (a) is persuasive and credible; (b) has not been controverted by other evidence; and (c) establishes that (i) the Plan is feasible and that there is a reasonable prospect of the Reorganized Debtors being able to meet their financial obligations under the Plan in the ordinary course of their business, and (ii) confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors. Thus, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

EE. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Plan provides that, on the Effective Date, and thereafter as may be required, the Reorganized Debtors shall pay all fees required to be paid pursuant to section 1930 of title 28 of the United States Code. The Plan also provides that the Reorganized Debtors shall continue to file all required reports and pay all fees required to be paid pursuant to 28 U.S.C. § 1930 for each chapter 11 entity until the Chapter 11 Cases are closed, converted or dismissed. Thus, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

FF. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). Article VI of the Plan provides that the Debtors' obligations, if any, to pay "retiree benefits," as such term is

defined in section 1114 of the Bankruptcy Code, shall survive the Effective Date and become an obligation of the Reorganized Debtors unless such retiree benefits are modified in accordance with the provisions of section 1114 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

GG. 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 is inapplicable in these Chapter 11 Cases.

HH. Debtors are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals. Accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

II. Transfers of Property by Nonprofits (11 U.S.C. § 1129(a)(16)). The Debtors are moneyed businesses and/or commercial corporations. Accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases. Nevertheless, if section 1129(a)(16) applied, the Plan would be in compliance because all transfers property under the Plan are to be made in accordance with any applicable provisions of non-bankruptcy law.

JJ. Identification of Plan Proponents (Fed. R. Bankr. P. 3016(a)). As required by Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtors as the Plan proponents.

KK. Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b)). The Going Concern Valuation contained in the Plan Supplement and the additional evidence proffered, adduced and/or presented at the Confirmation Hearing: (a) is persuasive and credible; (b) has not been controverted by other evidence; and (c) establishes that estimates that the post-Effective Date going concern value of the Reorganized Debtors is between \$120 million and

\$150 million. The Allowed Claims of the First Lien Lenders are in excess of \$210 million, and they hold liens on substantially all of the assets of the Debtors. Thus, Classes junior in priority to Class 3, like Classes 5, 6 and 7 can have no complaint under section 1129(b) of the Bankruptcy Code if they receive less than payment in full on their Claims, or nothing on account of their Equity Interests. Accordingly, based upon the Going Concern Valuation and the other evidence proffered, adduced or presented by the Debtors at the Confirmation Hearing, the Plan, as required by section 1129(b) of the Bankruptcy Code, does not discriminate unfairly and is fair and equitable with respect to all rejecting Classes. Thus, the Plan may be confirmed notwithstanding section 1129(a)(8) of the Bankruptcy Code. Upon confirmation of the Plan and the occurrence of the Effective Date, the Plan shall be binding upon the members of any rejecting Classes.

LL. Only One Plan (11 U.S.C. § 1129(c)). Other than the Plan (including previous versions thereof), no plan has been filed in these Chapter 11 Cases. Thus, the Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code.

MM. 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 of 1933 (15 U.S.C. § 77e), and no governmental unit has requested that this Court not confirm the Plan for this reason. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

NN. Executory Contracts. The Debtors have exercised reasonable business judgment in determining whether to assume, assume and assign or reject each of their executory contracts and unexpired leases as set forth in Article VI of the Plan and Exhibit 13 to the Plan Supplement. In accordance with the provisions of Article VI of the Plan and Exhibit 13 to the

Plan Supplement, each assumption or rejection of an executory contract or unexpired lease as provided in the Plan and Plan Supplement shall be legal, valid, and binding upon the applicable Reorganized Debtor and all non-Debtor parties to such executory contract or unexpired lease, all to the same extent as if such assumption, assumption and assignment or rejection had been effectuated pursuant to an appropriate authorizing order of the Court entered before the Confirmation Date under section 365 of the Bankruptcy Code, and this Confirmation Order constitutes approval of all such assumptions and rejections of such executory contracts and leases

OO. Compromise and Settlements, Releases, Exculpations, Indemnifications and Injunction. The Court (a) has jurisdiction under sections 1334(a), (b) and (d) of title 28 of the United States Code to approve the injunction, exculpations, indemnifications and releases set forth in Article X of the Plan, and (b) has authority under Federal Rule of Bankruptcy Procedure 9019 to approve the compromise and settlement provisions of Article X of the Plan. Such provisions were prominently disclosed in the Plan and Disclosure Statement and no party in interest has objected to them. Moreover, section 105(a) of the Bankruptcy Code and the case law promulgated thereunder permit the issuance of the injunction and approval of the unopposed releases set forth in Article X of the Plan, if, as has been established here, such provisions: (i) are essential to the formulation and implementation of the Plan, as provided in section 1123(a)(5) of the Bankruptcy Code; (ii) are important to the overall objectives of the Plan to finally resolve, except to the extent otherwise provided in the Plan, all claims among or against the parties in interest in these Chapter 11 Cases with respect to the Debtors; (iii) confer substantial benefits on the Debtors' Estates; (iv) are fair and reasonable; and (v) are in the best interests of the Debtors, their Estates, and parties in interest. Based upon the record of these

Chapter 11 Cases and the evidence proffered, adduced, and/or presented at the Confirmation Hearing, the Court finds that the releases, settlement and compromise, injunction, indemnification and exculpation provisions set forth in Article X of the Plan are consistent with sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code and applicable law. All entities benefited by the releases, settlement and compromise, injunction, indemnification and exculpation provisions set forth in Article X of the Plan have contributed and/or will contribute value to the Debtors and their Estates. The failure to effect the releases, settlement and compromise, injunction, indemnification and exculpation provisions set forth in Article X of the Plan would seriously impair the Debtors' ability to confirm the Plan.

PP. Preservation of Rights of Action. The preservation of the Debtors' Claims and Causes of Action and the rights of the Reorganized Debtors to pursue such Claims and Causes of Action, as provided in Article X of the Plan, are consistent with sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code and applicable law, and with the Plan's purpose of maximizing the value of the Estates and effectuating a chapter 11 reorganization of the Debtors.

QQ. Consolidation for Limited Purposes. Article I.C. of the Plan is premised upon substantively consolidating the Debtors for certain limited purposes, and further provides that the Plan serves as a motion to approve the limited consolidation and provides Holders of Claims and Equity Interests the opportunity to object. The Disclosure Statement expressly advised Holders of the proposed limited consolidation and explained the impact and the status of the applicable case law. No Holder objected. The Plan provides that, except for Class 2 Claims, each and every Claim in the Debtors' Chapter 11 Cases against any of the Debtors shall be deemed filed against the consolidated Debtors, and shall be deemed a single consolidated Claim



against and obligation of all of the consolidated Debtors. Such limited consolidation does not affect (other than for Plan voting and distribution purposes): (i) the legal and corporate structures of the Reorganized Debtors; or (ii) pre- and post-Petition Date Liens, guarantees and security interests that are required to be maintained in connection with (x) contracts that were entered into during the Debtors' Chapter 11 Cases or that have been or will be assumed pursuant to section 365 of the Bankruptcy Code and the Plan, (y) the terms of the DIP Facility, the DIP Facility Exit Credit Documents, the CapitalSource Exit Credit Documents, the New Common Stock, the Morgan Stanley Exit Swap and the Class 4 Warrants, or (z) the other terms and conditions contained in this Plan. Moreover, notwithstanding the limited consolidation, each of the Reorganized Debtors will be deemed a separate and distinct entity, properly capitalized, vested with all of the assets of such Debtor as they existed prior to the Effective Date and having the liabilities and obligations provided for under the Plan. Accordingly, the limited substantive consolidation provided for in the Plan is consistent with the requirements of the Bankruptcy Code.

RR. Transmittal of Materials; Solicitation and Notice. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement 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 Bankruptcy Rules. The solicitation of votes on the Plan and the Solicitation Materials complied with the solicitation procedures in the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. Notice of the Plan, and all related documents, was appropriate and satisfactory based upon the

circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules.

SS. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court in these Chapter 11 Cases, the Debtors, the other parties to the prepetition Consent Agreement (a copy of which, without all signature pages, was included in the Plan Supplement), the First Lien Agents, the Second Lien Agents and the Exit Lender Parties (as defined below), and each of their respective attorneys and other professional advisors have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with 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 are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the limitations of liability set forth therein and in the Plan.

TT. Exit Financing (DIP Facility Exit Credit Documents). On the Effective Date, the Reorganized Debtors intend to enter into a credit agreement and other loan and security documents with the DIP Lenders and/or other financial institutions (all agents and lenders thereunder, collectively, the “Exit Lender Parties”), providing for a credit facility (the “Exit Facility”) in an aggregate principal amount not to exceed \$15 million, which Exit Facility shall be substantially on the terms set forth in a draft credit agreement filed by the Debtors with the Court prior to the Confirmation Hearing, and/or on such modified or other terms to which the Debtors, the DIP Lenders and the Requisite Supporting First Lien Lenders agree. The Exit Facility provides the Reorganized Debtors’ with the post-Effective Date financing contemplated under the DIP Facility Exit Credit Documents referred to in the Plan and is critical to the success

of the Plan (all references in the Plan and this confirmation Order to the DIP Facility Exit Credit Documents shall mean the Exit Facility). As reported at the Confirmation Hearing, the Debtors have determined, upon diligent inquiry, that the Exit Facility is the best alternative available to the Debtors, and the availability under the Exit Facility is necessary to the consummation of the Plan and the operation of the Reorganized Debtors. Based upon the record of these Chapter 11 Cases, the Exit Facility has been negotiated in good faith and on an arms' length basis and each party thereto may rely upon the provisions of this Confirmation Order in closing the Exit Facility. The terms of the Exit Facility, together with the payment of fees and expenses thereunder, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by equivalent value and fair consideration.

UU. The Reorganized Debtors Will Not Be Insolvent Nor Left With Unreasonably Small Capital. As of the occurrence of the Effective Date and after taking into account the transactions contemplated by the Plan: (a) the present fair saleable value of the property of the Reorganized Debtors will be not less than the amount that will be required to pay the probable liabilities on the Reorganized Debtors' then-existing debts as they become absolute and matured, considering all financing alternatives and potential asset sales reasonably available to the Reorganized Debtors; and (b) the Reorganized Debtors' capital will not be unreasonably small in relation to their business or any contemplated or undertaken transaction.

VV. Burden of Proof; Satisfaction of Confirmation Requirements. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code, by a preponderance of the evidence, which is the applicable evidentiary standard in the Court, as well as under the clear and convincing standard of proof.

The Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

WW. Likelihood of Satisfaction of Conditions Precedent to Effectiveness. Each of the conditions precedent to the Effective Date, as set forth in Article IX of the Plan, has been satisfied or waived in accordance with the provisions of the Plan, or is reasonably likely to be satisfied or waived.

XX. Retention of Jurisdiction. The Court properly may retain jurisdiction over the matters set forth in Article XI of the Plan.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Approval and Confirmation. The Plan is hereby confirmed in its entirety pursuant to section 1129 of the Bankruptcy Code.

2. Capitalized Terms. Capitalized terms not otherwise defined herein have the meanings given to them in the Plan, and if not defined in the Plan then as defined in the Disclosure Statement. If there is any conflict between the terms of the Plan or Disclosure Statement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

3. Objections. All objections, if any, to the adequacy of the Disclosure Statement and/or to confirmation of the Plan, and all reservation of rights included in such objections, that have not been resolved, withdrawn or rendered moot, are hereby overruled.

4. Binding Effect; Waiver of Fed. R. Bankr. P. 3020(e) and Federal Rule of Civil Procedure 62(a). The ten day stay provided by Bankruptcy Rule 3020(e) and Federal Rule of Civil Procedure 62(a) shall not apply to this Confirmation Order. Immediately upon the entry of this Confirmation Order: (a) the provisions of the Plan shall be binding upon (i) the Debtors,

(ii) the Reorganized Debtors, (iii) all Holders of Claims against and Equity Interests in the Debtors, whether or not Impaired under the Plan and whether or not, if Impaired, such Holders accepted the Plan, (iv) each Person acquiring property under the Plan, (v) any other party-in-interest, (vi) any Person making an appearance in these Chapter 11 Cases, and (vii) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians; and (b) the Debtors are authorized to consummate the Plan immediately upon entry of this Confirmation Order.

5. Continued Corporate Existence; Vesting of Assets. Each Reorganized Debtor shall continue to exist after the Effective Date as a separate corporate or other legal entity, with all the powers of a corporation or legal entity under applicable law in the jurisdiction in which each applicable Debtor is incorporated or otherwise formed, in each case in accordance with the New Organizational Documents. All property of the Estate of each Debtor, together with any property of each Debtor that is not property of its Estate and that is not specifically disposed of pursuant to the Plan, or by order of the Court, will vest in the applicable Reorganized Debtor on the Effective Date, free and clear of all liens, charges, Claims, encumbrances, or Equity Interests, except as expressly provided in the Plan or this Confirmation Order (including, without limitation, as to the liens and security interests granted in connection with the DIP Facility Exit Credit Documents and the CapitalSource Exit Credit Documents). Thereafter, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules and this Court, other than those restrictions expressly imposed by the Plan and this Confirmation Order.

6. Effectuating Documents; Further Transactions. The New Organizational Documents shall come into full force and effect upon the Effective Date without the need for any further corporate action, under any applicable law, regulation, order, rule or otherwise. Entry of this Confirmation Order shall constitute a direction to and authorization for the Debtors and Reorganized Debtors to take or cause to be taken any action necessary or appropriate to consummate the transactions contemplated by the Plan, and to execute any contracts, instruments, and other agreements or documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The boards of directors of the Debtors and Reorganized are authorized and directed to take or cause to be taken any action reasonably necessary or appropriate to consummate the transactions contemplated by the Plan. The Stockholders' Agreement, a copy of which was included in the Plan Supplement, and which was subsequently amended, and the amended version and a blackline having been filed with the Court on August 30, 2009 (docket no. 250) is approved as amended, and all references in the Plan or this Confirmation Order to the Stockholders' Agreement shall be to the original Stockholders' Agreement as so amended and as may be hereafter amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

7. Exit Financing Approved. The Exit Facility is approved as being entered into in good faith and being critical to the success and feasibility of the Plan. The Reorganized Debtors are authorized to enter into and perform and receive the proceeds of the Exit Facility and to execute and deliver and perform under the credit agreement, all other loan and security documents and any agreements, instruments, certificates and other documents required to evidence or effectuate the Exit Facility, and such credit agreement, such other loan and security documents and all such other agreements, instruments, certificates and other documents shall

constitute the DIP Facility Exit Credit Documents as contemplated in the Plan, in each case, without further act or action under applicable law, regulation, order or rule, or notice to or order or other approval of this Court, and without any or further vote, consent, authorization or approval of any Person (including the boards of directors of the Debtors), except as otherwise required by the DIP Facility Exit Credit Documents; provided that such DIP Facility Exit Credit Documents, as in effect on the Effective Date, are in form and substance acceptable to each of the Debtors, the Exit Lender Parties and the Requisite Supporting First Lien Lenders. After the Effective Date, the DIP Facility Exit Credit Documents may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof. The DIP Facility Exit Credit Documents shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facility are being extended in good faith, for legitimate business purposes, are reasonable, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility (i) shall be deemed to be approved, (ii) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the DIP Facility Exit Credit Documents, (iii) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the DIP Facility Exit Credit Documents, and (iv) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non bankruptcy law. The

Reorganized Debtors and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Confirmation Order. All fees, costs, and expenses paid or to be paid by the Reorganized Debtors in connection with the Exit Facility are hereby approved. The proceeds from the Exit Facility shall be used in part to repay in full on the Effective Date the DIP Facility Claims, if any, then outstanding, and such payments shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non bankruptcy law. On and after the Effective Date, the relative priorities, including without limitation Lien, payment and enforcement priorities, between (a) the indebtedness and other obligations under the DIP Facility Exit Credit Documents and the Liens and security interests securing same, and (b) the indebtedness and other obligations under CapitalSource Exit Credit Documents and the Liens and security interests securing same, shall be governed by the terms of the New Intercreditor Agreement.

8. Agreements with Essential Trade Creditors. On July 14, 2009, the Court entered its Order Authorizing, But Not Requiring, the Debtors to Pay in the Ordinary Course of Business the Prepetition Claims of Essential Trade Creditors (docket no. 68, the “Essential Trade Order”), pursuant to which the Court authorized the Debtors to enter into Essential Trade Agreements with certain of their vendors and suppliers of, among other things, raw materials, parts and tooling, and to pay the prepetition claims of such creditors pursuant to the specific terms of such Essential Trade Agreements. The Debtors have entered into numerous such Essential Trade Agreements and paid several million dollars of prepetition claims in the process.



That process of negotiation is not complete as of the Confirmation Hearing. It is in the interest of many of the remaining Creditors to obtain the benefit of such Essential Trade Agreements, because, absent an executed Essential Trade Agreement, the Creditor's Claim will be treated as a Class 5 Claim under the Plan, and the Disclosure Statement projects that Class 5 Creditors are not likely to receive payment of more than 7.4% of their Allowed Claims. Accordingly, the Debtors are authorized to continue to enter in Essential Trade Agreements with their prepetition Creditors in accordance with the terms of the Essential Trade Order for an additional ninety days after the Effective Date, and are ordered to report back to the Court at the next scheduled hearing after such ninety day period on the status of the negotiations. The Court reserves the right to extend such ninety day period for cause.

9. Limited Consolidation Approved. Entry of the Confirmation Order will constitute entry of the Substantive Consolidation Order as provided for in the Plan.

10. Approval of Compromise and Settlements, Releases, Exculpations, Indemnifications and Injunction. Without limiting or diminishing any other provision of the Plan, the compromise and settlement, the releases, exculpations and indemnifications, and the injunction provisions contained in Article X of the Plan are approved in their entirety.

11. Approval of Preservation of Causes of Action of Debtors. Without limiting or diminishing any other provision of the Plan, Article X.H. of the Plan, which provides, among other things, for the retention by the Debtors and prosecution by the Reorganized Debtors of Causes of Action and attendant rights, is approved in its entirety.

12. Injunction. Without limiting any of the releases, indemnifications, compromises and settlements, exculpations, preservation of rights of action and reservations of rights contained in Article X of the Plan, and except as otherwise expressly provided in the Plan,

all entities who have held, hold or may hold Claims against or Equity Interests in the Debtors or the Estates that arose prior to the Effective Date are permanently enjoined from taking any of the following actions against the Debtors, the Estates, the Reorganized Debtors or the property of the Reorganized Debtors on account of such Claims or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any lien or encumbrance; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtors; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan.

13. Cancellation of Liens. Except as otherwise provided in the Plan or this Confirmation Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan (including, without limitation, the DIP Facility Exit Credit Documents and the CapitalSource Exit Credit Documents), upon the occurrence of the Effective Date, any Lien securing any Secured Claim shall be deemed released, and the Holder of such Secured Claim shall be authorized and directed to release any collateral or other property of any Debtor (including any cash collateral) held by such Holder and to take such actions as may be requested by the Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be requested by the Reorganized Debtors. To the extent any such release is not promptly delivered, filed, or otherwise effected by such Holders to the satisfaction of the administrative agent under the Exit Facility (as defined below) or the Reorganized Debtors, the Reorganized Debtors and the administrative agent under the Exit Facility shall be deemed authorized to

execute, file, record, deliver, or otherwise cause such releases without further notice or order of this Court. All right, title, and interest of any Holder of a Lien shall revert to the applicable Reorganized Debtors.

14. Cancellation of Existing Equity Interests and Agreements. Except (a) as otherwise provided in the Plan, (b) with respect to executory contracts or unexpired leases that have been assumed by the Debtors, Essential Trade Agreements and other post-petition agreements entered into by the Debtors, or (c) for purposes of evidencing a right under the Plan, on the Effective Date, all instruments and documents representing or evidencing any Claims or Equity Interests shall be deemed automatically cancelled and surrendered without further act or action under any applicable agreement, law, regulation, order or rule, and the obligations of the Debtors and Reorganized Debtors under the agreements, instruments and other documents, indentures, and certificates of designations governing such Claims and Equity Interests, as the case may be, shall be discharged on the Effective Date.

15. Stay. Unless otherwise provided in the Plan, all injunctions or stays provided for in the Chapter 11 Cases under pursuant to sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date. Upon the Effective Date, the injunction provided in Article X of the Plan shall apply. Notwithstanding anything to the contrary in this paragraph, nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security agreements, leases, mortgages, trust agreements and bills of sale) or the taking of such other actions as are necessary to effectuate the transactions specifically contemplated by the Plan or by this Confirmation Order prior to the Effective Date.

16. DIP Facility Claims. On the Effective Date, any and all DIP Facility Claims shall be (i) paid in full in Cash, and (ii) in the case of DIP Facility Claims constituting contingent indemnity, expense reimbursement or other contingent Obligations (as defined in the DIP Credit Agreement), shall be assumed by the Reorganized Debtors as part of the Exit Facility and secured the Liens and security interests securing the Exit Facility. Upon full payment or other satisfaction of such DIP Facility Claims as set forth above, the Liens and security interests securing the DIP Facility Claims (other than the Liens and security interests securing the Exit Facility) shall be deemed released, terminated and extinguished, in each case without further notice to or order of this Court, act or action under applicable law, regulation, order, or rule and without any or further vote, consent, authorization or approval of any Person. Upon the Effective Date, the DIP Lenders' respective commitments, if any, to provide financing under the DIP Credit Agreement and the Final DIP Order shall be terminated without any further action by any party.

17. Exemption from Securities Laws (11. U.S.C. § 1145). To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the issuance of the Distribution Shares and Warrants (and common stock issuable upon exercise of such Warrants) shall be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder and any state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities.

18. Exemption From Certain Transfer Taxes (11. U.S.C. § 1146(c)). Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making, delivery, filing, or recording of any instrument of transfer under, or in connection with, the Plan (including, for this purpose, in connection with the New Organizational

Documents, the DIP Facility Exit Documents, the Morgan Stanley Exit Swap and the CapitalSource Exit Credit Documents) shall not be taxed under any law imposing a recording tax, stamp tax, transfer tax, or similar tax. Furthermore, and without limiting the foregoing, any transfers from a Debtor to a Reorganized Debtor or to any other Person pursuant to the Plan, as contemplated by the Plan or pursuant to any agreement regarding the transfer of title to or ownership of any of the Debtors' property in the United States, shall not be subject to any document recording tax, stamp tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording tax, or other similar tax or governmental assessment. All filing and recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of 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. The Court shall retain specific jurisdiction with respect to these matters.

19. Filing and Recording. This Confirmation Order (a) is and shall be effective as a determination that, except as otherwise provided in the Plan or this Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan (including, without limitation, the DIP Facility Exit Credit Documents and the CapitalSource Exit Credit Documents), on the Effective Date, all Claims existing prior to such date have been unconditionally released, discharged, and terminated and (b) is and shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments,

secretaries of state, federal, state, and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument. Each and every federal, state, and local government agency is hereby directed to accept any and all documents and instruments necessary, useful, or appropriate (including Uniform Commercial Code financing statements) to effectuate, implement, and consummate the transactions contemplated by the Plan and this Confirmation Order without payment of any recording tax, stamp tax, transfer tax, or similar tax imposed by state or local law.

20. Payment of Statutory Fees and Compliance with Reporting Requirements.

All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on or before the Effective Date, and shall continue to be paid on a quarterly basis until the Chapter 11 Cases are closed or converted and/or the entry of final decrees. The Reorganized Debtors shall file post-confirmation quarterly reports and any pre-confirmation monthly operating reports not filed as of the Confirmation Hearing in conformance with the U.S. Trustee Guidelines.

21. Rejection Damages. If the rejection of an executory contract or unexpired lease pursuant to the Plan gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the applicable Debtor or its Estate, or the Reorganized Debtors unless a Proof of Claim is filed and served on the Reorganized Debtors and their counsel within thirty (30) days after service of a notice of the Effective Date.

22. Deadline for Filing Professional Fee Claims. All Final Fee Applications requesting payment of Professional Fee Claims must be filed no later than forty-five (45) days

after the Effective Date. Objections, if any, to Final Fee Applications of such Professionals must be filed and served on the Reorganized Debtors and their respective counsel, the requesting Professional and the Office of the United States Trustee no later than thirty (30) days from the date on which each such Final Fee Application is served and filed.

23. Change of Control Provisions. Any acceleration, vesting or change of control rights under any pre-Effective Date agreement or arrangement involving the Debtors triggered by the consummation of the Plan shall be of no force and effect.

24. Plan Classification Controlling. The classifications of Claims and Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to the Debtors' creditors 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 classifications of such Claims under the Plan or for distribution purposes, and (c) shall not be binding on the Debtors, their Estates or the Reorganized Debtors.

25. Findings of Fact and Conclusions of Law. The determinations, finding, judgments, decrees and orders set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Each finding of fact set forth herein, to the extent it is or may be so deemed a conclusion of law, shall also constitute a conclusion of law. Each conclusion of law set forth herein, to the extent it is or may be so deemed a finding of fact, shall also constitute a finding of fact.

26. Continuing Jurisdiction of the Court. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction as provided in the Plan over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other items and matters, jurisdiction over those items and matters set forth in Article XI of the Plan.

27. Notice of Confirmation Order and Effective Date; Substantial Consummation of Plan. The Debtors shall serve notice of the entry of the Confirmation Order to those parties on whom notice of the Confirmation Hearing was served. Such service constitutes good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c). On the Effective Date, or as soon thereafter as is reasonably practicable, the Debtors shall file with the Court a "Notice of Effective Date," and serve such Notice of Effective Date by first class mail, postage prepaid, or by facsimile, to those Persons who have filed with the Court requests for notices pursuant to Bankruptcy Rule 2002, which notice and service shall constitute appropriate and adequate notice that the Plan has become effective. Upon the Effective Date, the Plan shall be deemed substantially consummated as to each Debtor.

28. Failure to Consummate Plan. If consummation of the Plan does not occur, then the Plan, any settlement or compromise embodied in the Plan (including, but not limited to, the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests, the effect of the limited consolidation of the Debtors for purposes of voting, confirmation and distribution under the Plan, the Morgan Stanley Exit Swap and the CapitalSource Exit Credit Documents), the assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall



be null and void. In such event, nothing contained in the Plan, the Disclosure Statement, or this Confirmation Order, and no acts taken in preparation for consummation of the Plan, shall be deemed to constitute a waiver or release of any Claims by or against the Debtors or any other Person, to prejudice in any manner the rights of the Debtors, the Holder of a Claim or Equity Interest, the First Lien Agents, the Second Lien Agents, or any Person in any further proceedings involving such Debtor or Debtors or to constitute an admission of any sort by the Debtors or any other Person, or be construed as a finding of fact or conclusion of law with respect thereto.

29.     References to Plan Provisions. The failure to specifically include or reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be and is confirmed in its entirety.

30.     Integration of Confirmation Order Provisions. The provisions of this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are integrated with each other and are nonseverable and mutually dependent.

31.     Final Order. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence immediately upon the entry of this Confirmation Order.

32.     Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by subsequent order of this Court or any other court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of

this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

Dated: September \_\_\_\_, 2009  
Wilmington, Delaware

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**THE HONORABLE KEVIN GROSS,  
UNITED STATES BANKRUPTCY JUDGE**