

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

TSLC I, INC., et al.,

Case No.: 8:04-bk-24134-MGW
Chapter 11
Jointly Administered

Debtors.

_____ /

AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF DEBTORS

DATED: April 6, 2005

Respectfully submitted,

Denise D. Dell-Powell, Esquire
Florida Bar No.: 0890472
Erik P. Kimball, Esquire
Florida Bar No. 0131334
AKERMAN SENTERFITT
255 South Orange Avenue
Post Office Box 231 (32802-0231)
Orlando, Florida 32801
Phone: (407) 843-7860
Facsimile: (407) 843-6610
Email: Denise.DellPowell@akerman.com
Erik.Kimball@akerman.com

and

Michael P. Horan, Esquire
Florida Bar No.: 0307742
AKERMAN SENTERFITT
Wachovia Center, Suite 1500
P. O. Box 3273
Tampa, Florida 33601-3273
Telephone: (813) 223-7333
Fax: (813) 223-2837
Email: Michael.Horan@akerman.com

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

Section 4.04	Distributions To Holders Of Claims	21
	a. No Recourse.....	21
	b. Resolution of Disputed Claims	21
	c. Objections to Claims.....	21
	d. Distributions when a Disputed Claim Becomes an Allowed Claim; or when a Disputed Claim is Subsequently Disallowed	22
	e. Distributions on Account of Beneficial Interests.....	22
Section 4.05	Disputed Claims Reserve Account	22
	a. Establishment of Disputed Claims Reserve Accounts.....	22
	b. Duties in Connection with Disputed Claims.....	22
	c. Transfer of Distributions to Disputed Claim Reserve Account	22
	d. Termination of Disputed Claims Reserve Account	23
Section 4.06	Administrative Claim Reserve and Expense Reserve Fund	23
Section 4.07	Continued Binding Effect of Asset Purchase Agreement.....	23
ARTICLE V ACCEPTANCE OR REJECTION OF THE PLAN; CRAMDOWN		23
Section 5.01	Acceptance by an Impaired Class of Creditors	23
Section 5.02	Voting Classes	23
Section 5.03	One Vote Per Holder.....	24
Section 5.04	Cramdown.....	24
ARTICLE VI PROVISIONS GOVERNING DISTRIBUTIONS UNDER THE PLAN		24
Section 6.01	Timing of Distributions.....	24
Section 6.02	Delivery of Distributions	24
Section 6.03	Method of Cash Distributions.....	24
Section 6.04	Failure to Negotiate Checks.....	25
Section 6.05	Limitation on Distribution Rights.....	25
Section 6.06	Compliance With Tax Requirements.....	25
Section 6.07	<i>De Minimis</i> Distributions.....	25
Section 6.08	Setoffs	25
Section 6.09	Saturday, Sunday and Legal Holidays	26
Section 6.10	Accrual of Postpetition Interest	26
Section 6.11	Exemption from Transfer Taxes	26
Section 6.12	Cancellation of Bonds and Agreements.....	26
Section 6.13	Record Date for Distributions to Holders of Claims	27
Section 6.14	Allocation of Plan Distributions Between Principal and Interest.....	27
ARTICLE VII EXECUTORY CONTRACTS AND UNEXPIRED LEASES; INDEMNIFICATION OBLIGATIONS; BENEFIT PROGRAMS		27
Section 7.01	Treatment of Executory Contracts and Unexpired Leases	27
Section 7.02	Claims for Rejection Damages	27
Section 7.03	Objections to and Treatment of Rejection Claims.....	28
Section 7.04	Benefit Programs; Employment Agreements; KERP	28
	a. Benefit Programs	28

	b.	Employment Agreements.....	28
	c.	KERP	28
Section 7.05		Asset Purchase Agreement	28
ARTICLE VIII MEANS FOR IMPLEMENTATION OF THE PLAN			28
Section 8.01		Consolidation	28
Section 8.02		Corporate Action.....	29
Section 8.03		Operations Between the Confirmation Date and the Effective Date	29
Section 8.04		Dissolution	29
	a.	Dissolution of the Debtors	29
	b.	Dissolution of the Board of Directors and Resignation of Directors and Officers.....	30
Section 8.05		Claims Arising Out of Recovered Avoidable Transfers	30
ARTICLE IX PROVISIONS FOR TREATMENT OF DISPUTED CLAIMS			30
Section 9.01		Objections to Claims and Interests	30
Section 9.02		Amendments to Claims and Requests for Payment of Administrative Claims; Claims Filed After the Bar Dates	31
Section 9.03		No Payment or Distribution Pending Allowance.....	31
Section 9.04		Disputed Distribution.....	32
Section 9.05		Estimation	32
Section 9.06		Resolution of Disputed Claims and Interests.....	32
ARTICLE X BAR DATES FOR UNSECURED CLAIMS, ADMINISTRATIVE CLAIMS AND PROFESSIONAL CLAIMS			32
Section 10.01		Effect of Bar Date for Claims	32
Section 10.02		Bar Date for Certain Administrative Claims	33
Section 10.03		Bar Date for Professionals	33
Section 10.04		Certain Claims of PEI under Asset Purchase Agreement.....	33
ARTICLE XI CONSUMMATION OF THE PLAN			34
Section 11.01		Confirmation Order.....	34
Section 11.02		Conditions to Effectiveness of the Plan	34
ARTICLE XII OPERATION OF THE DEBTORS			34
Section 12.01		Continuation of Business	34
ARTICLE XIII EFFECTS OF CONFIRMATION			34
Section 13.01		Releases.....	34
Section 13.02		Exculpation	34
Section 13.03		Release of Liens.....	35
Section 13.04		Term of Injunctions or Stays.....	35
Section 13.05		Preservation of Insurance.....	35
Section 13.06		Guaranties	35
Section 13.07		Waiver of Subordination Rights	35
Section 13.08		No Successor Liability.....	36
Section 13.09		Discharge of the Debtors' Estates and Injunction	36

Section 13.10	Release of Robin Cohan.....	37
ARTICLE XIV CREDITORS' COMMITTEE.....		37
Section 14.01	Dissolution of the Committee.....	37
ARTICLE XV RETENTION OF JURISDICTION.....		37
Section 15.01	Exclusive Jurisdiction of Bankruptcy Court.....	37
Section 15.02	Non-Exclusive Jurisdiction of Bankruptcy Court.....	40
Section 15.03	Failure of Bankruptcy Court to Exercise Jurisdiction.....	40
ARTICLE XVI MISCELLANEOUS PROVISIONS.....		40
Section 16.01	Binding Effect of the Plan.....	40
Section 16.02	Withdrawal of the Plan.....	41
Section 16.03	Corporate Action.....	41
Section 16.04	Final Order.....	41
Section 16.05	Modification of the Plan.....	41
Section 16.06	Severability.....	41
Section 16.07	Governing Law.....	42
Section 16.08	Payment of Statutory Fees.....	42
Section 16.09	Notices.....	42
Section 16.10	Filing of Additional Documents.....	43
Section 16.11	Time.....	43
Section 16.12	No Attorneys' Fees.....	43
Section 16.13	Defenses with Respect to Unimpaired Claims.....	43
Section 16.14	No Injunctive Relief.....	44
Section 16.15	No Admissions.....	44
Section 16.16	Entire Agreement.....	44
Section 16.17	Waiver.....	44
Section 16.18	Plan Supplement.....	44
ARTICLE XVII CONFIRMATION REQUEST.....		44

INTRODUCTION

This Chapter 11 Plan of Liquidation, dated March 17, 2005, is proposed by the Debtors-in-Possession, TSLC I, Inc., and its Affiliated Entities (the “**Debtors**”).

For a discussion of the Debtors' history, businesses and properties, and for a summary and analysis of the Joint Chapter 11 Plan of Liquidation of Debtors and related matters, reference should be made to the Joint Disclosure Statement In Support Of The Joint Chapter 11 Plan of Liquidation by the Debtors, dated March 17, 2005, filed by the Debtors with the Bankruptcy Court. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019, AND IN THE PLAN, THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN, OR ANY PART THEREOF, PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

Except as otherwise provided, capitalized terms herein shall have the meanings set forth in Article I of the Plan, or if not provided in the Plan, as set forth in the Disclosure Statement.

ARTICLE I

DEFINITIONS, INTERPRETATION AND EXHIBITS

Section 1.01 **Definitions.** Unless the context requires otherwise, the following terms shall have the following meanings whether presented in the Plan or the Disclosure Statement with initial capital letters. Such meanings shall be equally applicable to both the singular and plural forms of such terms, unless the context requires otherwise. Any term used in the Plan that is not defined in the Plan, either in Article I hereof or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in (and shall be construed in accordance with the rules of construction under) the Bankruptcy Code or the Bankruptcy Rules (with the Bankruptcy Code controlling in the case of a conflict or ambiguity). Without limiting the preceding sentence, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to the Plan, unless superseded herein. As used herein:

"Administrative Claim" shall mean any Claim for any cost or expense of administration (including, without limitation, the fees and expenses of Professionals) of the Chapter 11 Cases allowed pursuant to a Final Order under sections 503, 507(a)(1), or 507(b) of the Bankruptcy Code or arising after the Petition Date in the ordinary course of the Debtors' businesses, including, but not limited to (i) any actual and necessary cost or expense of preserving the Estates or operating the businesses of the Debtors, (ii) any payment made or to be made to cure any default on an executory contract or unexpired lease pursuant to a Final Order in accordance with section 365 of the Bankruptcy Code, (iii) compensation or reimbursement of expenses of

Professionals to the extent Allowed by the Bankruptcy Court under section 330 or section 331 of the Bankruptcy Code, (v) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court and (vi) any fee or charge assessed against the Estates under section 1930 of Title 28 of the United States Code.

"Administrative Claim Reserve" shall mean a fund to be established by the Debtors on the Effective Date, and administered thereafter by the Liquidating Trustee, to pay the Allowed Administrative Claims (including Professional Claims).

"Administrative Claims Bar Date" shall mean (i) for all Administrative Claims that arose prior to February 8, 2005, the date set by order of the Bankruptcy Court as the last day for Filing all requests for payment of Administrative Claims was February 8, 2005, except Administrative Claims of Professionals; or (ii) for all Administrative Claims that arise on or after February 8, 2005, the date set by the Bankruptcy Court in the Order Scheduling Hearing on Disclosure Statement, Establishing Disclosure Statement Hearing Procedures, Setting Time to File Fee Applications, and Establishing Administrative Claims Bar Date entered on March 23, 2005 or in the order approving the Disclosure Statement.

"Affiliated Entities" shall mean TSLC II, LLC, TSLC III, Inc., TSLC IV, Inc., TSLC V, Inc., TSLC VI, Inc. and TSLC VII, Inc.

"Allowed" shall mean, with respect to a Claim, the extent to which a Claim is (a) not objected to within the period fixed by the Bankruptcy Code, the Bankruptcy Rules or Orders of the Bankruptcy Court, or otherwise allowed by a Final Order, including, without limitation, the Confirmation Order and (b) (i) scheduled by the Debtors pursuant to the Bankruptcy Code and the Bankruptcy Rules in a liquidated amount and not listed as contingent, unliquidated or disputed, (ii) timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code, the Bankruptcy Rules or any applicable Orders of the Bankruptcy Court (x) as to which no objection to allowance has been interposed prior to the deadline by which such objections must be Filed in accordance with the Plan or such other applicable period of limitation fixed by the Bankruptcy Code, Bankruptcy Rules or the Bankruptcy Court and as to which such deadline has expired or (y) as to which an objection has been Filed and not withdrawn or settled and such objection has been determined by a Final Order (but only to the extent such Claim has been Allowed), or (iii) late-Filed and Allowed by a Final Order after notice and a hearing. Unless otherwise specified herein, in section 506(b) of the Bankruptcy Code or by Order of the Bankruptcy Court, "Allowed Claim," shall not, for the purposes of Distributions under the Plan, include (x) for Prepetition Claims, interest on such Claims accruing from or after the Petition Date, (y) punitive or exemplary damages, or (z) any fine, penalty or forfeiture.

"Asset Purchase Agreement" shall mean that Agreement dated December 16, 2004 between the Debtors and PEI, and all related agreements including but not limited to the Escrow Agreement, as modified by the Order Granting Motion to Authorize Sale Procedures, Fix Date for Final Hearing on Sale, Approve Notice and Approve Break-up Fee, Expense Reimbursement and Bidding Procedures (Docket No. 137), all amendments to the foregoing, any waivers and consents thereunder, and of each of the agreements executed in connection therewith.

"Available Cash" shall mean all Cash held by the Liquidating Trust, less the Expense Reserve Fund, the Administrative Claim Reserve and the Disputed Claims Reserve Account.

"Ballot" shall mean one or more forms of Bankruptcy Court-approved ballot accompanying the approved Disclosure Statement upon which the Holders of Impaired Claims entitled to vote on the Plan shall indicate their acceptance or rejection of the Plan in accordance with the instructions regarding voting.

"Bankruptcy Code" shall mean the Bankruptcy Reform Act of 1978, as codified in Title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Cases.

"Bankruptcy Court" shall mean the United States Bankruptcy Court for the Middle District of Florida, Tampa Division or, if such court ceases to exercise jurisdiction over the Chapter 11 Cases, the Bankruptcy Court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases.

"Bankruptcy Rules" shall mean (i) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of Title 28 of the United States Code, (ii) the applicable Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of Title 28 of the United States Code, (iii) the applicable Local Rules of Civil Practice and Procedure of the United States District Court for the Middle District of Florida, (iv) the applicable Local Rules for the United States Bankruptcy Court for the Middle District of Florida, and (v) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Cases or proceedings therein, as the case may be.

"Bar Date" shall mean January 31, 2005, the date set by Order of the Bankruptcy Court as the last day for Filing a Proof of Claim against the Debtors in the Chapter 11 Cases (Docket No. 67).

"Beneficial Holder" shall mean the Person holding a beneficial interest in a Claim or Interest.

"Beneficial Interests" shall mean the beneficial interests in the Liquidating Trust distributed in accordance with this Plan and the Liquidating Trust Agreement to Holders of Allowed Unsecured Claims on account of their Allowed Unsecured Claim, representing the right to receive Distributions pursuant to the Liquidating Trust Agreement.

"Bond Claim(s)" shall mean any and all Claims against the Debtors arising under the Indenture or the Bonds in the aggregate amount of \$105,530,555.55.

"Bonds" shall mean those certain notes designated "11% Senior Subordinated Notes due 2008" issued by Tropical Sportswear Int'l Corporation, pursuant to the terms of and under the Indenture.

"Business Day" shall mean any day which is not a Saturday, a Sunday, a "legal holiday" as defined in Bankruptcy Rule 9006(a), or a day on which banking institutions in the State of Florida are authorized or obligated by law, executive order or governmental decree to be closed.

"Cash" shall mean money, currency and coins, negotiable checks, and Cash equivalents, including, but not limited to bank deposits, immediately available or cleared checks, drafts, wire transfers, and other similar forms of payment of the Debtors as of the Effective Date.

"Cash Collateral" shall mean any Cash on which the DIP Lender has a Lien.

"Causes of Action" shall mean any and all claims, rights and causes of action that could have been brought by or on behalf of any of the Debtors or the Estates arising before, on or after the Petition Date, known or unknown, direct or indirect, reduced or not reduced to judgment, disputed or undisputed, suspected or unsuspected, in contract or in tort, at law or in equity or under any theory of law, including, but not limited to (i) those referred to in the Disclosure Statement, (ii) any and all claims, rights and causes of action the Debtors or the Estates may have against any Person arising under chapter 5 of the Bankruptcy Code, or any similar provision of state law or any other law, rule, regulation, decree, order, statute or otherwise, including claims against the potential defendants identified in the Plan Exhibits, (iii) derivative claims, (iv) any and all rights of setoff or recoupment, (v) claims on contracts and (vi) claims for breaches of duty imposed by law, provided, however, that, to the extent that any Cause of Action is asserted against any officer of the Debtors (including any officer who was also a director, acting in either capacity), who was employed or appointed as of the Petition Date, such Cause of Action shall be limited, in amount and recovery, to any insurance proceeds available for payment thereof.

"CIT, as Agent" shall mean the CIT Group/Commercial Services, Inc., as Agent under the DIP Facility.

"Chapter 11 Cases" shall mean the jointly administered bankruptcy cases of TSLC I, Inc. and the Affiliated Entities, each of which is pending before the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, pursuant to Chapter 11 of the Bankruptcy Code, Case Nos. 8:04-bk-24134-MGW, 8:04-bk-24138-MGW, 8:04-bk-24141-MGW, 8:04-bk-24142-MGW, 8:04-bk-24147-MGW and 8:04-bk-24148-MGW.

"Charging Lien" shall mean any Lien or other priority in payment to which the Indenture Trustee is entitled, pursuant to the Indenture, against distributions to be made to Holders of Bond Claims for payment of any Indenture Trustee Fees.

"Claim" shall have the same meaning as set forth in section 101(5) of the Bankruptcy Code.

"Claim Objection Deadline" shall mean, unless extended by the Bankruptcy Court, the date to be set by order of the Bankruptcy Court for filing objections to claims.

"Class" shall mean each class, subclass or category of Claims or Interests as classified in the Plan.

"Closing Date" shall mean February 26, 2005, the effective date of the sale of the Debtors' assets to PEI pursuant to the Asset Purchase Agreement.

"Committee" shall mean the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case by the UST on January 4, 2005, as the membership of such committee was reconstituted on February 1, 2005.

"Company" shall mean the Debtors.

"Confirmation" shall mean the process leading to and including entry by the Bankruptcy Court of the Confirmation Order.

"Confirmation Date" shall mean the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court with respect to the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

"Confirmation Hearing" shall mean the hearing held before the Bankruptcy Court to consider Confirmation of the Plan pursuant to sections 1128 and 1129 of the Bankruptcy Code.

"Confirmation Order" shall mean the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"Convenience Claim" shall mean any Class 3 Claim that is (i) Allowed in an amount equal to or less than two thousand (\$2,000) dollars the Holder of which makes an irrevocable written election on a properly delivered Ballot to be treated solely for distribution purposes as set forth in section 3.08 of the Plan or (ii) Allowed in an amount greater than two thousand (\$2,000) dollars but which is reduced to two thousand (\$2,000) dollars by an irrevocable written election of the Holder of such Claim made on a properly delivered Ballot to be treated solely for distribution purposes as set forth in section 3.08 of the Plan; provided, however, that any Allowed Unsecured Claim that was originally Allowed in excess of two thousand (\$2,000) dollars may not be subdivided into multiple Allowed Unsecured Claims of two thousand (\$2,000) dollars or less for purposes of receiving treatment as a Convenience Claim.

"Creditor" shall have the same meaning as set forth in section 101(1) of the Bankruptcy Code.

"Customs Bond" shall mean that certain bond in the amount of approximately \$5.3 million, issued by the Customs Bond Agent, payable to the United States Customs Service for claims of the United States Customs Service arising from import of goods by the Debtors.

"Customs Bond Agent" shall mean Westchester Fire Insurance Company, a New York corporation, as Agent, for itself, Insurance Company of North America, Pacific Employers Insurance Company, Indemnity Insurance Company of North America and their affiliated property and casualty companies.

"Debtors" shall have the meaning ascribed in the Introduction herein.

"DIP Facility" shall mean the postpetition credit facility, dated December 16, 2004, provided for under the Postpetition Loan and Security Agreement, as amended from time to time, entered into with CIT, as Agent as modified by the DIP Financing Order.

"DIP Financing Obligations" shall mean all of the Debtors' obligations to CIT, as Agent under the DIP Facility and the DIP Financing Order.

"DIP Financing Order" shall mean that certain Final Order (i) Authorizing the Debtors to Obtain Postpetition Financing From the CIT Group/Commercial Services, Inc., as Agent and Lender, pursuant to Section 364 of the Bankruptcy Code, (ii) Granting Liens and Superpriority Claims, (iii) Granting Adequate Protection to Prepetition Secured Lenders, (iv) Authorizing Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, and Modifying the Automatic Stay, entered by the Bankruptcy Court on January 13, 2005 (Docket No. 117).

"DIP Lender" shall mean CIT, as Agent.

"Disallowed" shall mean, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtors which (i) has been disallowed, in whole or part, by a Final Order of the Bankruptcy Court, (ii) has been withdrawn by agreement of the Debtors and the Holder thereof, in whole or in part, (iii) has been withdrawn, in whole or in part, by the Holder thereof, (iv) is listed in the Schedules as zero or as Disputed, contingent or unliquidated and in respect of which a Proof of Claim or a Proof of Interest, as applicable, has not been timely Filed or deemed timely Filed pursuant to the Bankruptcy Code or any Final Order of the Bankruptcy Court or other applicable bankruptcy law, (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed or scheduled amount of any Claim or Interest, or (vi) is evidenced by a Proof of Claim or a Proof of Interest which has been Filed, or which has been deemed to be Filed pursuant to the Bankruptcy Code or Bankruptcy Rules or order of the Bankruptcy Court or which is required to be Filed by order of the Bankruptcy Court but as to which such Proof of Claim or Proof of Interest was not timely or properly Filed. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

"Disclosure Statement" shall mean the Joint Disclosure Statement In Support Of The Plan dated March 17, 2005, including all exhibits, appendices, schedules and annexes attached thereto, as submitted by the Debtors pursuant to section 1125 of the Bankruptcy Code and approved by the Bankruptcy Court, as such Disclosure Statement may be altered, amended, supplemented or modified from time to time, prepared and distributed in accordance with sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rule 3018.

"Disputed" shall mean with respect to a Claim or Interest, any Claim or Interest that has not been Allowed by a Final Order as to which (a) a Proof of Claim or Interest has been Filed with the Bankruptcy Court, or is deemed Filed pursuant to the Bankruptcy Code or Bankruptcy Rules or order of the Bankruptcy Court, and (b) an objection to such Claim or Interest has been or may be timely Filed or deemed Filed pursuant to the Bankruptcy Code or Bankruptcy Rules by the Debtors or any other party in interest and any such objection has not been (i) withdrawn, (ii) overruled or denied by a Final Order or (iii) sustained by a Final Order. For purposes of the

Plan, a Claim or Interest that has not been Allowed by a Final Order shall be considered a Disputed Claim or Interest, whether or not an objection has been or may be timely Filed, to the extent (A) the amount of the Claim or Interest specified in the Proof of Claim or Interest exceeds the amount of any corresponding Claim or Interest listed in the Schedules, (B) the classification of the Claim or Interest specified in the Proof of Claim or Interest differs from the classification of any corresponding Claim or Interest listed in the Schedules, (C) any corresponding Claim or Interest has been listed in the Schedules as zero or as Disputed, contingent or unliquidated, (D) no corresponding Claim or Interest has been listed in the Schedules or (E) such Claim or Interest is reflected as zero or as unliquidated or contingent in the Proof of Claim or Interest Filed in respect thereof.

"Disputed Claims Reserve Account" shall mean the segregated account(s) established by the Liquidating Trustee for the payment of Disputed Claims that become Allowed Claims after the Effective Date, and which shall hold Cash and/or other consideration as applicable, for the benefit of the Holders of Disputed Claims.

"Distribution" shall mean the distribution or distributions in accordance with the Plan or the Liquidating Trust Agreement of any Cash, Property or other consideration.

"Distribution Date" shall mean the date or dates on which a Distribution is made, including, without limitation, any Distribution made under or in accordance with the Plan and/or the Liquidating Trust Agreement.

"Effective Date" shall mean the Business Day that is no more than thirty (30) calendar days following the date on which the Confirmation Order becomes a Final Order; provided, however, that the Debtors, with the consent of the Committee, may waive the requirement that the Confirmation Order have become a Final Order and cause the Effective Date to occur as soon as reasonably practicable after entry of the Confirmation Order.

"Effective Date Payments" has the meaning set forth in Section 4.01 of the Plan.

"Escrow Agreement" shall mean that certain agreement among the Debtors, PEI and Colonial Bank, N.A. dated as of December 16, 2004.

"Estates" shall mean, individually, as to each of the Debtors, the estate of such Debtor in its Chapter 11 Case created by section 541 of the Bankruptcy Code upon the commencement of such Chapter 11 Case and collectively, the estates of all Debtors in the Chapter 11 Cases created by section 541 of the Bankruptcy Code.

"Exhibit" shall mean an exhibit to either the Plan or the Disclosure Statement.

"Exhibit Filing Date" shall mean the last date by which forms of the Exhibits to the Plan or the Disclosure Statement shall be Filed with the Bankruptcy Court, which date shall be not later than five (5) days prior to the date of the Confirmation Hearing.

"Expense Reserve Fund" shall mean a reserve to be established by the Debtors on the Effective Date in the amount of \$1,000,000 to fund the expenses of the Liquidating Trust, and to be utilized by the Liquidating Trustee to effectuate the liquidation of the remaining Property

hereunder, including, without limitation, to pay for costs of administering the Liquidating Trust, including payments to its professionals, as well as to fund any necessary or appropriate litigation against third parties, in accordance with the Plan and/or the Liquidating Trust Agreement. The Expense Reserve Fund may be replenished from time to time by the Liquidating Trustee as set forth in the Liquidating Trust Agreement.

"File" or "Filed" shall mean file or filed with the Bankruptcy Court in the Chapter 11 Cases.

"Final Decree" shall mean the final decree entered by the Bankruptcy Court after the Effective Date and pursuant to section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

"Final Order" shall mean an Order, ruling or other decree as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, move for reargument, or rehearing shall have been waived in writing or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or motion for reargument or rehearing shall have expired.

"Fiscal Year" shall mean the fiscal year of the Debtors for the period ending the Saturday closest to September 30th of each year.

"Holder" shall mean the legal or Beneficial Holder of a Claim or Interest (and, when used in conjunction with a Class or type of Claim or Interest, means a Holder of a Claim or Interest in such Class or of such type).

"Impaired" shall mean any Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

"Indenture" shall mean that certain Indenture, dated as of June 24, 1998, by and among TSLC I, Inc. (formerly known as Tropical Sportswear Int'l Corporation), as Issuer, certain of the Affiliated Debtors (formerly known as Tropical Sportswear Company, Inc., Apparel Network Corporation, and Savane International Corp.), as Subsidiary Guarantors, and the Indenture Trustee, relating to the Bonds, as the same has been amended and supplemented from time to time.

"Indenture Trustee" shall mean SunTrust Bank, as indenture trustee for the Bonds.

"Indenture Trustee Fees" shall mean the reasonable fees and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by the Indenture Trustee, whether prior to or after the Effective Date.

"Intercompany Claims" shall mean any Claims between and among the Debtors.

"Interests" shall mean any and all Interests or ownership interests in the Debtors and issued by the Debtors (or their predecessors) prior to the Petition Date whether or not certificated, transferable, voting or denominated "stock" or a similar security.

"KERP" shall mean the Debtors' Key Employee Retention Program, as modified and authorized by an order of the Bankruptcy Court, dated January 21, 2005 (Docket No. 143).

"Liens" shall mean, with respect to any asset or Property (or the rents, revenues, income, profits or proceeds therefrom), and in each of the Chapter 11 Cases, whether the same is consensual or nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any and all mortgages, liens, pledges, attachments, charges, leases evidencing a capitalizable lease obligation, conditional sale or other title retention agreement, or other security interest or encumbrance or other legally cognizable security devices of any kind in respect of any asset or Property, or upon the rents, revenues, income, profits or proceeds therefrom; or (b) any arrangement, express or implied, under which any Property is transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment to Holders of Unsecured Claims.

"Liquidating Trust" shall mean the liquidating trust to be created on the Effective Date, in accordance with Article IV of the Plan and governed by the Plan and the Liquidating Trust Agreement.

"Liquidating Trust Agreement" shall mean the agreement to be dated as of the Effective Date establishing and delineating the terms and conditions of the Liquidating Trust, substantially in the form contained in the Plan Supplement.

"Liquidating Trust Beneficiaries" shall mean the Holders of Class 3 Claims receiving Beneficial Interests in the Liquidating Trust pursuant to the Plan.

"Liquidating Trust Committee" shall mean those individuals appointed in accordance with the Liquidating Trust Agreement with the powers and responsibilities set forth in the Liquidating Trust Agreement.

"Liquidating Trustee" shall mean Mark Stickel of Wind Down Associates/Bridge Associates LLC, as liquidating trustee under and in accordance with the Liquidating Trust Agreement to administer the Liquidating Trust, and its duly appointed successors. As part of its duties, powers and responsibilities set forth herein and in the Liquidating Trust Agreement, the Liquidating Trustee, consistent with the purposes of the Liquidating Trust and subject only to the limitations of the Liquidating Trust Agreement, shall be deemed to be and shall have all the duties, powers, and rights of a trustee under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting claims, defenses, offsets and privileges, and shall be deemed to be a representative of each Debtor's Estate in accordance with and for purposes of section 1123 of the Bankruptcy Code, in addition, a representation of the Holders of Unsecured Claims, as a class, with respect to any claims and causes of action that the Holders of Unsecured Claims have as of

the Petition Date against the officers and directors of the Debtors, without prejudice to the rights of the individual Holders to pursue those claims as causes of action on their own behalf.

"Order" shall mean an order or judgment of the Bankruptcy Court as entered on the docket in the Chapter 11 Cases as maintained by the clerk of the Bankruptcy Court.

"PBGC Claim" shall mean any Claim of the Pension Benefit Guaranty Corporation against any of the Debtors.

"PEI" shall mean Perry Ellis International, Inc.

"Person" shall mean an individual, corporation, partnership, joint venture, trust, estate, unincorporated organization, as defined in section 101 of the Bankruptcy Code.

"Petition Date" shall mean December 16, 2004, the date upon which the chapter 11 petitions of each of the Debtors were Filed with the Bankruptcy Court.

"Plan" shall mean this Joint Chapter 11 Plan of Liquidation, dated March 17, 2005, the Plan Supplement and all exhibits, appendices, schedules and annexes, if any, attached thereto, as such may be altered, amended, supplemented or modified from time to time.

"Plan Documents" means the documents to be executed, delivered, assumed and/or performed in conjunction with the consummation of the Plan on the Effective Date, including, but not limited to, the Liquidating Trust Agreement.

"Plan Supplement" shall mean a supplement appendix to the Plan that will contain the draft form of the Plan Documents to be entered into as of the Effective Date, to be Filed on or before the Exhibit Filing Date.

"Plan Proponent" shall mean the Debtors.

"Post-Confirmation Payments" shall mean those payments to Holders of Allowed Claims after the Confirmation of the Plan.

"Postpetition Claim" shall mean any Claim arising on or after December 16, 2004.

"Priority Claims" shall mean Priority Tax Claims and Priority Non-Tax Claims.

"Priority Tax Claim" shall mean any and all Claims given priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

"Priority Non-Tax Claim" shall mean any and all Claims given priority in payment pursuant to section 507 of the Bankruptcy Code, but not including Priority Tax Claims, Administrative Claims and Claims under section 507(a)(2) of the Bankruptcy Code.

"Professionals" shall mean any professional employed in the Chapter 11 Cases pursuant to sections 327 or 1103 of the Bankruptcy Code or to be compensated pursuant to sections 327, 328, 330, 331, 503(b)(2), (3), (4) or 1103 of the Bankruptcy Code.

"Professional Claims" shall mean any Claim for compensation and/or reimbursement of expenses by a Professional pursuant to sections 327, 328, 330, 331 or 503(b) of the Bankruptcy Code relating to services rendered on and after the Petition Date and prior to and including the Effective Date.

"Proof of Claim" shall mean any proof of Claim Filed with the Bankruptcy Court with respect to the Debtors pursuant to Bankruptcy Rules 3001 or 3002.

"Proof of Interest" shall mean any proof of Interest Filed with the Bankruptcy Court with respect to the Debtors pursuant to Bankruptcy Rule 3002.

"Property" shall mean all assets or property of the Debtors' Estates of any nature whatsoever, real or personal, tangible or intangible, including contract rights (including, without limitation, rights arising under the Asset Purchase Agreement), accounts and Causes of Action, previously or now owned by the Debtors, or acquired by the Debtors' Estates, as defined in section 541 of the Bankruptcy Code.

"Pro Rata" or "Pro Rata Share" shall mean, with respect to distribution to the Holders of the Allowed Class 3 Claims under the Plan, proportionate sharing pursuant to which the ratio of the amount distributed on account of each Allowed Claim to the amount of such Allowed Claim is the same as the ratio of the total amount distributed to such Class to the total amount of all Allowed Claims and Disputed Claims in such Class.

"Purchased Assets" shall have the same meaning as set forth in the Asset Purchase Agreement.

"Purchaser" shall mean PEI.

"Record Date" shall have the meaning assigned to it in section 6.13 of the Plan.

"Sale Order" shall mean that certain *Order and Findings of Fact and Conclusions of Law Authorizing and Approving Motion of the Debtors for an Order Authorizing the Sale of Assets and Assumption and Assignment of Executory Contracts and Leases to Perry Ellis International, Inc. Free and Clear of All Liens, Claims, Encumbrances and Interests*, entered by the Bankruptcy Court on February 10, 2005 (Docket No. 235).

"Schedules" shall mean the Schedules, Statements and Lists Filed by the Debtors, with the Bankruptcy Court pursuant to section 521(1) of the Bankruptcy Code and Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or Orders of the Bankruptcy Court.

"Secured Claim" shall mean any Claim (including, as applicable, any unpaid interest on such Claim, and any reasonable attorneys' fees, costs or charges provided for under the agreement under which such Claim arose) that is (a) secured in whole or part by a Lien which is valid, perfected and enforceable under applicable law on Property in which the Estates have an interest and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or (b) subject to setoff under section 553 of the Bankruptcy Code, but, with respect to both case (a) and (b), only to the extent of the value of the Holder's interest in the Estates' interest in

the assets or Property securing any such Claim or the amount subject to setoff, as the case may be, including, without limitation, the DIP Financing Obligations.

"Securities Litigation Claim" shall mean any Claim against any Debtor, whether or not the subject of an existing lawsuit, arising from rescission of a purchase or sale of any securities of any of the Debtors and/or any affiliate of such Debtor, for damages arising from the purchase or sale of any such security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of any such Claim.

"Solicitation" shall mean the solicitation by the Debtors that includes the Disclosure Statement and related materials and, where appropriate, the Ballots.

"Subordinated Claim" shall mean any Claim against or Interest in any of the Debtors subject to subordination rights either contractual, legal or equitable, pursuant to section 510 of the Bankruptcy Code, including, but not limited to, Securities Litigation Claims.

"Tax" shall mean any tax, charge, fee, levy, impost or other assessment by any federal, state, local or foreign governmental authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, *ad valorem*, estimated, severance, stamp, occupation and withholding tax, together with any interest, penalties, fines or additions attributable to, imposed on, or collected by any such federal, state, local or foreign governmental authority.

"TSLC I" shall mean TSLC I, Inc., formerly known as Tropical Sportswear Int'l Corporation, Inc., a Florida Corporation.

"Treasury Regulation" means those regulations promulgated pursuant to the Internal Revenue Code of 1986, as amended.

"Trust Asset" shall mean any and all of the Debtors' and their Estates' right, title and interest in all Property which will be transferred on the Effective Date to the Liquidating Trust pursuant to the Plan and the Liquidating Trust Agreement, including, without limitation, Cash, Causes of Action, rights of setoff and recoupment and any other remaining Property of the Debtors and their Estates.

"Unclaimed Property" shall mean any distribution of Cash or any other Property made to the Holder of an Allowed Claim pursuant to the Plan that (a) is returned to the Debtors or Liquidating Trustee as undeliverable and no appropriate forwarding address is received within the later of (i) three (3) months after the Effective Date and (ii) three (3) months after distribution is made to such Holder or (b) in the case of a distribution made in the form of a check, is not negotiated and no request for reissuance is made as provided for in Section 6.05 of the Plan.

"Unimpaired" shall mean any Claim or Interest that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

"United States Trustee" or "UST" shall mean the United States Trustee appointed under section 581(a)(3) of title 28 of the United States Code to serve in the Chapter 11 Cases.

"Unsecured Claim" shall mean any Claim arising or deemed to arise prior to the Petition Date (but not an Administrative Claim, Priority Tax Claim, Secured Claim, Priority Non-Tax Claim or Subordinated Claim), including, but not limited to the Bond Claims, Claims for goods or services provided to the Debtors prior to the Petition Date, the PBGC Claim, any claim arising from the rejection of an executory contract or unexpired lease under section 365 of the Bankruptcy Code, and any deficiency Claim.

"Unsecured Claim Distribution Fund" shall mean all Cash of the Debtors, as of the Effective Date, excluding (i) amounts necessary to satisfy the Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Secured Claims; (ii) the Disputed Claim Reserve Account; (iii) the Expense Reserve Fund; and (iv) the Administrative Claim Reserve.

"U.S. Trustee's Fee Claims" shall mean any fees assessed against the Debtors' Estates pursuant to 28 U.S.C. § 1930(x)(6).

"Voting Termination Date" shall mean the date and time fixed by the Bankruptcy Court by which Ballots must have been Filed to be counted, or as may be otherwise extended by the Debtors, with the consent of the Committee.

Section 1.02 **Rules of Interpretation.** Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter. Except as expressly stated or shown, the words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular paragraph, subparagraph, or clause contained in the Plan. The words "includes" and "including" are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity or specificity and do not in any respect qualify, characterize or limit the generality of the class within which such things are included. The captions and headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

Section 1.03 **Exhibits.** All Exhibits to the Disclosure Statement are incorporated into and each one is a part of the Plan as if set forth in full herein, regardless of when Filed.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

Section 2.01 **Generally.** Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests in the Chapter 11 Cases. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of the Class and is classified in a different Class to the extent the Claim or Interest qualifies within the description of that different Class. A Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and such

Claim or Interest has not been paid, released, settled or otherwise satisfied prior to the Effective Date.

Section 2.02 Unclassified Claims. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified and are excluded from the Classes designated in this Article II of the Plan. The treatment afforded Allowed Administrative Claims and Priority Tax Claims is set forth in Article III of the Plan.

Section 2.03 Unimpaired Classes. The Plan classifies the following Unimpaired Claims. Pursuant to section 1126(f) of the Bankruptcy Code, each Holder of a Claim in the following Classes is conclusively presumed to have accepted the Plan in respect of such Claims. Accordingly, Holders of Claims in such Classes are not entitled to vote to accept or reject the Plan and the votes of such Holders are not being solicited in connection with the Plan. Such Claims against the Debtors are classified as follows:

- a. Class 1 Claims, which shall consist of all Priority Non-Tax Claims ("**Class 1 Claims**" or "**Priority Non-Tax Claims**"); and
- b. Class 2.1 Claims, which shall consist of the Secured, superpriority Claims of CIT, as Agent under the DIP Facility to the extent not paid prior to the Effective Date ("**Class 2.1 Claims**" or "**Class 2 Secured Claims**"); and
- c. Class 2.2 Claims, which shall consist of the claims of the Customs Bond Agent under the Customs Bond and which claims are secured by Cash of the Debtors, held by the Customs Bond Agent, in the amount of \$5,300,000.00 (the "**Class 2.2 Claims**").

Section 2.04 Impaired Classes Entitled to Vote. For the purpose of voting and all Confirmation matters, the Plan classifies certain Claims as Impaired Claims. Such Claims against the Debtors are classified as follows:

- a. Class 3 Claims, which shall consist of all Unsecured Claims ("**Class 3 Claims**" or "**Unsecured Claims**").

Section 2.05 Impaired Classes Not Entitled to Vote. The Holders of the Class 4 Subordinated Claims (described in section 3.09 of the Plan) and the Class 5 Interests (described in section 3.10 of the Plan) will neither receive nor retain any property under the Plan on account of their Class 4 Subordinated Claims and Class 5 Interests, and thus are deemed to have rejected the Plan and will not be entitled to vote to accept or reject the Plan.

ARTICLE III

PROVISIONS FOR TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

Section 3.01 Satisfaction of Claims and Interests. The treatment of and consideration to be received by the Holders of Allowed Claims or Allowed Interests pursuant to this Article III and the Plan shall be in full satisfaction, settlement, release, extinguishment and discharge of

their respective Claims against or Interests in the Debtors' Estates, except as otherwise provided in the Plan or the Confirmation Order.

TREATMENT OF CLAIMS

Section 3.02 Administrative Claims. Administrative Claims are Unimpaired. Unless otherwise provided for herein, each Holder of an Allowed Administrative Claim shall receive, at the option of the Debtors or the Liquidating Trustee, either: (a) Cash payment, in an amount equal to the unpaid amount of the Allowed Administrative Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date, (ii) the date that is ten (10) Business Days following the date on which such Administrative Claim becomes Allowed, after entry of a Final Order, and (iii) a date agreed to by the Debtors or the Liquidating Trustee and the Holder of such Administrative Claim; or (b) such other treatment on such other terms and conditions as may be agreed upon in writing by the Holder of such Claim and, if prior to the Effective Date, the Debtors and the Committee, or if on or after the Effective Date the Liquidating Trustee, or as the Bankruptcy Court has ordered or may order; provided, however, that Allowed Administrative Claims representing (a) liabilities, accounts payable or other Claims, liabilities or obligations incurred in the ordinary course of business of the Debtors consistent with past practices subsequent to the Petition Date, and (b) contractual liabilities arising under unsecured loans, credit arrangements or for product or services advanced to the Debtors, whether or not incurred in the ordinary course of business of the Debtors subsequent to the Petition Date, shall be paid or performed by the Debtors or, if after the Effective Date, by the Liquidation Trustee, in accordance with the terms and conditions of the particular transaction(s) relating to such liabilities and any agreements relating thereto.

Compliance with the obligations under this section by the Debtors or the Liquidating Trustee with respect to any Allowed Administrative Claim shall be in full satisfaction, settlement, release, extinguishment and discharge of the Allowed Administrative Claim and the Holder of such Claim will be forever barred and estopped from asserting such Claim in any manner against the Debtors and their Properties and assets. All payments and treatment under this section will be made in accordance with the priority provided under the Bankruptcy Code, or as may be otherwise ordered by the Bankruptcy Court.

Section 3.03 Indenture Trustee Fees. Notwithstanding any provision contained in the Plan to the contrary, pursuant to the Indenture, all Indenture Trustee Fees shall be paid in Cash on the Effective Date by the Debtors as Administrative Claims, without the need for application to, or approval of, the Bankruptcy Court. The Indenture Trustee's Charging Lien will be discharged solely upon payment in full of the Indenture Trustee Fees. Nothing herein shall be deemed to impair, waive or discharge the Charging Lien for any fees and expenses that are not paid.

To the extent that the Indenture Trustee provides services related to distributions pursuant to the Plan (including, but not limited to, the services referenced in section 6.02 of the Plan), the Indenture Trustee will receive from the Debtors or the Liquidating Trustee, without further court approval, reasonable compensation for such services and reimbursement of reasonable expenses, including, but not limited to, reasonable attorneys' fees and expenses, incurred in connection with such services. These payments will be made on terms agreed to among the Indenture Trustee and the Debtors or the Liquidating Trustee.

Section 3.04 **Priority Tax Claims.** Priority Tax Claims are Unimpaired. Each Holder of an Allowed Priority Tax Claim shall receive, (a) at the option of the Debtors or the Liquidating Trustee, Cash payment, in an amount equal to the unpaid amount of the Allowed Priority Tax Claim, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date that is ten (10) Business Days after the date on which such Claim becomes an Allowed Priority Tax Claim, after entry of a Final Order, or (iii) a date agreed to by the Debtors or the Liquidating Trustee and the Holder of such Priority Tax Claim; or such other treatment on such other terms and conditions as may be agreed upon in writing by the Holder of such Claim and the Debtors, if prior to the Effective Date or the Liquidating Trustee, if after the Effective Date, or (b) as the Bankruptcy Court has ordered or may order. The Debtors anticipate there will be no Priority Tax Claims remaining on the Effective Date.

Section 3.05 **Class 1 Priority Non-Tax Claims.** Class 1 Claims are Unimpaired. Each Holder of an Allowed Class 1 Claim shall receive, (a) at the option of the Debtors or the Liquidating Trustee, either Cash payment, in an amount equal to the unpaid amount of the Allowed Class 1 Claim, on or as soon as reasonably practicable after the latest of: (i) the Effective Date, (ii) the date that is ten (10) Business Days after the date on which such Claim becomes an Allowed Class 1 Claim, after entry of a Final Order, or (iii) a date agreed to by the Debtors or the Liquidating Trustee and the Holder of such Class 1 Claim; or such other treatment on such other terms and conditions as may be agreed upon in writing by the Holder of such Claim and the Debtors, if prior to the Effective Date or the Liquidating Trustee, if after the Effective Date, or (b) as the Bankruptcy Court has ordered or may order. All payments and treatment under this section will be made in accordance with the priority provided under the Bankruptcy Code, or as may be otherwise ordered by the Bankruptcy Court.

Section 3.06 **Class 2 Secured Claims.** Allowed Secured Claims are Unimpaired and shall be treated as follows:

- a. **Class 2.1 (CIT, as Agent under the DIP Facility).** Class 2.1 Claims are Unimpaired. Prior to the Effective Date, CIT, as Agent, has received Cash equal to all DIP Financing Obligations. Upon the termination or reimbursement in full of all letters of credit issued under the DIP Facility, CIT, as Agent, shall return any remaining Cash Collateral payable to the Debtors to the Liquidating Trustee for deposit in the Liquidating Trust. As of the Closing Date, CIT, as Agent, has no Liens on any Property of the Debtors other than Cash Collateral held by CIT, as Agent, for the letters of credit. Satisfaction of the DIP Financing Obligations by payment on the Closing Date is in full satisfaction, settlement, release, extinguishment and discharge of the Allowed Class 2.1 Claims and CIT, as Agent, shall be forever barred, expunged and estopped from asserting such Claim in any manner against the Debtors, their Properties or their assets.
- b. **Class 2.2 (Customs Bond Agent).** Class 2.2 Claims are Unimpaired. The Customs Bond Agent holds Cash of the Debtors in the amount of \$5,300,000.00. In full satisfaction of the obligations of the Debtors to the Customs Bond Agent in connection with the Customs Bond, on and after the Effective Date the Customs Bond Agent shall be authorized to apply the Cash of the Debtors in its possession to any and all amounts owing to the Customs Bond Agent under the terms of the

Customs Bond, provided, however, upon the termination or satisfaction in full of all obligations of the Debtors to the United States Customs Service and the payment of all amounts payable on account of the Debtors under the Customs Bond, the remainder of any Cash of the Debtors held by the Customs Bond Agent shall be delivered to the Liquidating Trustee for deposit in the Liquidating Trust. As of the Effective Date, the Customs Bond Agent shall have no Liens on any Property of the Debtors other than the Cash of the Debtors held by the Customs Bond Agent on the Effective Date. Satisfaction of the obligations of the Debtors under the Customs Bond pursuant to this subsection shall be in full satisfaction, settlement, release, extinguishment and discharge of the Allowed Class 2.2 Claims and the Customs Bond Agent and the United States Customs Service shall be forever barred and estopped from asserting such claims in any manner against the Debtors, their Properties or their assets.

Section 3.07 **Class 3 Claims.** Class 3 Claims are Impaired. This Class includes all Unsecured Claims. The Bond Claims are hereby Allowed for all purposes under the Plan.

On or as soon as practical after the Effective Date, Holders of Allowed Class 3 Claims shall receive a Pro Rata Share of the Cash in the Unsecured Claim Distribution Fund. All Distributions on account of Bond Claims shall be made solely to the Indenture Trustee for further distribution to or for the benefit of the Beneficial Holders of the Bonds pursuant to the terms of the Indenture. The Record Date shall be used as the record date for Distribution on Unsecured Claims pursuant to the Indenture and this section. Subsequent Distributions to Holders of Allowed Class 3 Claims will be made in accordance with the terms of the Liquidating Trust Agreement.

Compliance with the obligations under this section by the Debtors and the Liquidating Trustee shall be in full satisfaction, settlement, release, extinguishment and discharge of such Allowed Class 3 Claim against the Debtors' Estates and the Holder of such Claim will be forever barred and estopped from asserting such Claim in any manner against the Debtors' Estates, the Liquidating Trustee and their Properties and assets.

Notwithstanding confirmation of the Plan and the *res judicata* effect thereof, except as provided herein, Causes of Action are specifically preserved, and may be prosecuted and commenced at any time after the Confirmation Date.

Section 3.08 **Convenience Claim Election.** In lieu of the foregoing treatment, Holders of Class 3 Claims may elect to have their Claims treated as Convenience Claims. On or as soon as practical after the Effective Date, each Holder of an Allowed Convenience Claim shall receive a one time Distribution of forty percent (40%) of the Allowed amount of its Convenience Claim on and be deemed to have waived any rights to receive any and all future Distributions of Trust Assets.

TREATMENT OF SUBORDINATED CLAIMS

Section 3.09 **Class 4 Subordinated Claims.** Class 4 Subordinated Claims are Impaired. The Holders of Class 4 Subordinated Claims will neither receive nor retain any Property under the Plan on account of their Subordinated Claims.

TREATMENT OF INTERESTS

Section 3.10 **Class 5 Interests.** All Interests shall be deemed canceled as of the Effective Date. The Holders of Class 5 Interests will neither receive nor retain any Property under the Plan on account of their Class 5 Interests.

TREATMENT OF INTERCOMPANY CLAIMS

Section 3.11 **Intercompany Claims.** The Holders of any and all Intercompany Claims will neither receive nor retain any Property under the Plan on account of their Intercompany Claims.

ARTICLE IV

ESTABLISHMENT OF LIQUIDATING TRUST; IMPLEMENTATION OF PLAN

Section 4.01 **The Liquidating Trust.**

- a. **Establishment of the Trust.** On the Effective Date, the Debtors, on their own behalf and on behalf of the Holders of Allowed Claims, shall execute the Liquidating Trust Agreement and shall take all other steps necessary to establish the Liquidating Trust. The Liquidating Trust Agreement shall contain provisions customary to trust agreements utilized in comparable circumstances, including, but not limited to, any and all provisions necessary to govern the rights, powers, obligations and appointment and removal of the Liquidating Trustee and to ensure the treatment of the Liquidating Trust as a liquidating trust for federal income tax purposes. On the Effective Date, the Debtors, after making the initial Distributions to Holders of Allowed Claims in accordance with the provisions of the Plan (the “**Effective Date Payments**”), shall transfer and be deemed to have transferred (as described in Section 4.01(c) hereunder) to the Liquidating Trust all of their right, title, and interest in all of the Trust Assets and any other remaining Property of the Debtors and their Estates, free and clear of any Lien, Claim or Interest in such Property of any other Person except as provided in the Plan. In addition, the non-exclusive right, but not the obligation, to investigate and pursue any and all claims and causes of action that the Holders of Unsecured Claims have against the Debtors' officers or directors shall vest in the Liquidating Trust. Title to all Trust Assets shall vest in the Liquidating Trust on the Effective Date. The Debtors or such other Persons that may have possession or control of such Trust Assets shall transfer possession or control of such Trust Assets to the Liquidating Trustee and shall cooperate with the Liquidating Trustee by executing documents or instruments necessary to effectuate such transfers or that shall aid implementation of the deemed transfers under the Plan. All Cash held in the

Liquidating Trust shall be invested in accordance with the Liquidating Trust Agreement.

- b. **Purpose of the Liquidating Trust.** The Liquidating Trust shall be established for the sole purpose of liquidating and distributing the Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Subject to definitive guidance from the Internal Revenue Service (the “IRS”), all parties shall treat the Liquidating Trust as a liquidating trust for all federal income tax purposes.
- c. **Transfer of Assets to Liquidating Trust.**
 - (i) The transfer of the Trust Assets in to the Liquidating Trust shall be made, as provided herein and in the Liquidating Trust Agreement, for the benefit of the Holders of Allowed Claims, whether Allowed on or after the Effective Date. The transfer of the non-exclusive right to investigate and pursue the claims and causes of action of the Holders of Unsecured Claims as a class against the Debtors' officers or directors that existed as of the Petition Date shall be without prejudice to the rights of the Holders of Unsecured Claims to bring any such claims and causes of action against the Debtors' officers or directors independently and not as part of the Liquidating Trust. Pursuant to the Liquidating Trust Agreement, if the Liquidating Trustee elects to pursue a claim or cause of action on behalf of the Holders of Unsecured Claims, such Holders will be notified and have the opportunity to opt out of the litigation or other form of pursuing the claim or cause of action.
 - (ii) After the transfer of the Trust Assets to the Liquidating Trust, the Liquidating Trustee shall make Distributions on account of the Beneficial Interests in accordance with and subject to the terms and conditions of the Plan and the Liquidating Trust Agreement.
 - (iii) All parties shall treat the Liquidating Trust as a liquidating trust for federal income tax purposes with the Liquidating Trust Beneficiaries being the beneficiaries, grantors and owners of the Liquidating Trust, as set forth in Article IX of the Liquidating Trust Agreement. The transfer of the Trust Assets to the Liquidating Trust shall be treated by all parties for all federal income tax purposes as if all the transferred assets had been first transferred to the Liquidating Trust Beneficiaries and then transferred by such beneficiaries to the Liquidating Trust.
- d. **Termination.** The Liquidating Trust shall terminate no later than the third (3rd) anniversary of the Effective Date; provided, however, that, on or prior to the date six (6) months prior to such termination, the Bankruptcy Court, upon motion by a party in interest, including the Liquidating Trustee, may extend the term of the Liquidating Trust, upon notice to all parties listed in the Special Notice List, if it is necessary to complete the liquidation of the Trust Assets. Notwithstanding the

foregoing, multiple extensions can be obtained so long as Bankruptcy Court approval is requested at least six (6) months prior to the expiration of each extended term; provided, however, that the aggregate of all such extensions shall not exceed three (3) years, unless the Liquidating Trustee receives a favorable ruling from the IRS that any further extension would not adversely affect the status of the trust as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) for federal income tax purposes. The Liquidating Trustee shall further cause the Liquidating Trust to be terminated within three (3) months after making its final Distribution.

Section 4.02 Appointment of Liquidating Trustee and Liquidating Trust Committee.

The Confirmation Order shall provide for the appointment of Mark Stickel of Wind Down Associates/Bridge Associates LLC as Liquidating Trustee. On or prior to the Effective Date, the Liquidating Trust Committee *[to be selected by the Committee prior to the Confirmation Hearing]* shall be appointed in accordance with the provisions set forth in the Liquidating Trust Agreement. The compensation for the Liquidating Trustee shall be as set forth in the Liquidating Trust Agreement. The Liquidating Trustee shall be deemed the Estates' representative in accordance with section 1123 of the Bankruptcy Code and shall have all powers, authority and responsibilities specified in the Liquidating Trust Agreement incorporated herein, including, without limitation, the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code. The Holders of Unsecured Claims appointed to the Liquidating Trust Committee shall advise and direct the Liquidating Trustee with respect to the investigation and pursuit of such claims and Causes of Action as set forth in the Liquidating Trust Agreement. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim or Cause of Action pursuant to the terms of the Liquidating Trust Agreement.

Section 4.03 Beneficial Interests, Applicability of Securities Laws and Reporting Requirements.

- a. **Securities Laws.** Under section 1145 of the Bankruptcy Code, the issuance of Beneficial Interests under the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and applicable state and local laws requiring registration of securities. If the Liquidating Trustee determines, with the advice of counsel, that the Liquidating Trust is required to comply with the registration and reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Liquidating Trustee shall take any and all actions to comply with such reporting requirements and file necessary periodic reports with the Securities and Exchange Commission.
- b. **Non-Transferability of Beneficial Interests.** Upon issuance thereof, the Beneficial Interests shall not be certificated and are not transferable (except as otherwise provided in the Liquidating Trust Agreement).
- c. **Special Notice List.** Any Holder of a Beneficial Interest who provides the Liquidating Trustee with written notice of their request to receive notice of

Liquidating Trust activities shall be included on the Special Notice List maintained by the Liquidating Trustee for such purposes.

Section 4.04 Distributions To Holders Of Claims.

- a. **No Recourse.** Notwithstanding that the Allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is Allowed in an amount for which after application of the payment priorities established by the Plan there is insufficient value to provide a recovery equal to that received by other Holders of Allowed Claims in the respective Class, no Holder of a Claim shall have recourse against the Debtors' Estates, the Liquidating Trustee, the Liquidating Trust Committee or any of their respective professionals, consultants, officers, directors or members or their successors or assigns, or any of their respective property. However, nothing in the Plan shall modify any right of a Holder of a Claim under section 502(j) of the Bankruptcy Code. The estimation of Claims and establishment of reserves under the Plan may limit the Distribution to be made on individual Claims, regardless of the amount finally Allowed on account of such Disputed Claims.

- b. **Resolution of Disputed Claims.** No Distribution or payment shall be made on account of a Disputed Claim until such Disputed Claim becomes an Allowed Claim. No Distribution or payment shall be made to any Holder of an Allowed Claim who is also a potential defendant in an avoidance action under chapter 5 of the Bankruptcy Code or any Causes of Action. Notwithstanding this Subsection, the making of a Distribution to such potential defendant or the lack of any objection filed to such Allowed Claim on the basis of such potential Causes of Action, shall not constitute a waiver of any rights of the Debtors or the Liquidating Trustee, as the case may be. For purposes of the Plan, such Distribution or payment on account of such Allowed Claim shall be held in the Disputed Claims Reserve Account as if it were a Disputed Claim.

- c. **Objections to Claims.** Unless otherwise ordered by the Bankruptcy Court, after the Effective Date, the Liquidating Trustee, under the direction of the Liquidating Trust Committee, shall have the exclusive right to make and file objections to and settle, compromise or otherwise resolve Disputed Claims, except that as to applications for allowances of Professional Claims, objections may be made in accordance with the applicable Bankruptcy Rules by Parties in Interest. The Liquidating Trustee shall file and serve a copy of each objection upon the Holder of the Claim to which an objection is made on or before the latest to occur of: (i) one hundred-eighty (180) days after the Effective Date or such other date as may be fixed by the Bankruptcy Court either before or after the expiration of such time period. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the Liquidating Trustee effects service in any of the following manners (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) by first class mail, postage prepaid, on the signatory on the proof of claim or other

representative identified in the proof of claim or any attachment thereto at the address of the creditor set forth therein; or (c) by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim or Cause of Action pursuant to the terms of the Liquidating Trust Agreement.

- d. **Distributions when a Disputed Claim Becomes an Allowed Claim; or when a Disputed Claim is Subsequently Disallowed.** On the next Distribution Date following the time upon which a Disputed Claim is ultimately Allowed, the Holders of such Claims shall receive from the applicable Disputed Claims Reserve Account any amounts held in such Disputed Claims Reserve Account attributable to the Allowed amount of such Claim, as set forth in the Liquidating Trust Agreement and the Plan. Any Cash Distributions held in the applicable Disputed Claims Reserve Account for the benefit of a Holder of a Disputed Claim, which is subsequently Disallowed, in whole or in part, shall be distributed on the next Distribution Date, on a Pro Rata basis to the Holders of Beneficial Interests having Allowed Claims and to the applicable Disputed Claims Reserve Account on account of such Disputed Claims as if such amounts had been distributed on the Effective Date.
- e. **Distributions on Account of Beneficial Interests.** To the extent funds are available, on each Distribution Date, the Liquidating Trustee shall make Distributions of Available Cash from the Liquidating Trust to the Holders of Beneficial Interests in accordance with the Liquidating Trust Agreement and the Plan. Any proceeds received from the liquidation of the Trust Assets shall be distributed in accordance with the Liquidating Trust Agreement and the Plan.

Section 4.05 Disputed Claims Reserve Account.

- a. **Establishment of Disputed Claims Reserve Accounts.** On the Effective Date, and in conjunction with making all Distributions required to be made on the Effective Date, the Debtors or the Liquidating Trustee, as the case may be, shall establish the Disputed Claims Reserve Account which shall be administered by the Liquidating Trustee.
- b. **Duties in Connection with Disputed Claims.** The Liquidating Trustee, under the direction of the Liquidating Trust Committee, shall (i) hold and administer the Disputed Claims Reserve Account, (ii) object to, settle or otherwise resolve Disputed Claims, (iii) make Distributions to Holders of Disputed Claims that subsequently become Allowed Claims in accordance with the Plan and (iv) distribute any remaining assets of the Disputed Claims Reserve Account, after resolving all Disputed Claims, to the Holders of Beneficial Interests in accordance with the Liquidating Trust Agreement and the Plan.
- c. **Transfer of Distributions to Disputed Claim Reserve Account.** On and after the Effective Date, any Distributions that would otherwise be made to the Holders

of Disputed Claims shall be transferred to the Disputed Claims Reserve Account. Payments shall be made from the Disputed Claims Reserve Account to the Holder of an Allowed Claim, which was previously a Disputed Claim, upon the first Distribution Date immediately following the date upon which such Claim became an Allowed Claim.

d. **Termination of Disputed Claims Reserve Account.** The Disputed Claims Reserve Account shall be terminated by the Liquidating Trustee when all Disputed Claims related to such account have either become Allowed Claims or Disallowed and Distributions required herein to be made have been made in accordance with the terms of the Plan and the Liquidating Trust Agreement. **Administrative Claim Reserve and Expense Reserve Fund.** On the Effective Date, the Debtors or the Liquidating Trustee, as the case may be, shall establish and fund the Administrative Claim Reserve and the Expense Reserve Fund in accordance with the Liquidating Trust Agreement.

Section 4.07 **Continued Binding Effect of Asset Purchase Agreement.** From and after the Effective Date, the Debtors, and thereafter, the Liquidating Trustee shall perform all of the Debtors' then remaining obligations pursuant to the Asset Purchase Agreement. Except as it relates to the Liquidating Trustee continuing as successor to the Debtors thereunder, the Asset Purchase Agreement shall not be modified, altered nor amended in any way by the Plan or the Confirmation Order. From and after the Effective Date, PEI shall perform all of its obligations pursuant to the Asset Purchase Agreement and be deemed to have consented to the Liquidating Trust as the successor to the Debtors thereunder.

ARTICLE V

ACCEPTANCE OR REJECTION OF THE PLAN; CRAMDOWN

Section 5.01 **Acceptance by an Impaired Class of Creditors.** Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if (a) the Holders of at least two-thirds (2/3rds) in dollar amount of the Allowed Claims actually voting in such Class (other than Claims held by any Holder designated pursuant to section 1126(e) of the Bankruptcy Code) have timely and properly voted to accept the Plan and (b) more than one-half (1/2) in number of such Allowed Claims actually voting in such Class (other than Claims held by any Holder designated pursuant to section 1126(e) of the Bankruptcy Code) have timely and properly voted to accept the Plan.

Section 5.02 **Voting Classes.** Except as otherwise required by the Bankruptcy Code or the Bankruptcy Rules or as otherwise provided in this Section 5.02, the Holders of Class 3 Claims, shall be entitled to vote separately as a Class to accept or reject the Plan. Classes of Claims Unimpaired under the Plan (*i.e.*, Class 1 Claims, Class 2.1 Claims, Class 2.2 Claims) shall not be entitled to vote to accept or reject the Plan, and shall be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, and the votes of the Holders in such Classes will not be solicited. The Holders of Class 4 Subordinated Claims and Class 5 Interests will receive or retain nothing under the Plan on account of their Class 4 Subordinated Claims and Class 5 Interests, shall not be entitled to vote on the Plan, and shall be conclusively presumed not

to have accepted the Plan pursuant to section 1126(g) of the Bankruptcy Code. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims are not classified. Holders of Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims will be paid in full and are excluded from the Classes designated to vote to accept or reject the Plan.

Section 5.03 **One Vote Per Holder.** If a Holder of a Claim holds more than one Claim in any one Class, all Claims of such Holder in such Class shall be aggregated and deemed to be one Claim for purposes of determining the number of Claims in such Class voting on the Plan. Each Beneficial Holder of a Bond shall be considered a member of Class 3.

Section 5.04 **Cramdown.** If all applicable requirements for Confirmation of the Plan are met as set forth in sections 1129(a)(1) through (13) of the Bankruptcy Code except subsection (8) thereof, the Debtors reserve the right to modify the Plan and request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the requirements of section 1129(a)(8) thereof, on the basis that the Plan is fair and equitable, and does not discriminate unfairly, with respect to each Class of Claims or Interests that is Impaired under, and has not accepted, the Plan.

ARTICLE VI

PROVISIONS GOVERNING DISTRIBUTIONS UNDER THE PLAN

Section 6.01 **Timing of Distributions.** Except as set forth in the Plan, Distributions will be made to the Holders of Allowed Claims in accordance with Articles III and IV of the Plan. If a Claim is not an Allowed Claim as of the Distribution Date, Distributions will be made only if and when the Claim is Allowed and in accordance with Articles III and IV of the Plan.

Section 6.02 **Delivery of Distributions.** The Debtors or Liquidating Trustee will make Distributions to the Holders of Allowed Claims at the addresses set forth on the Proofs of Claim, if any, Filed by such Holders or at the last known addresses of such Holders. If any such Holder's Distribution is returned as undeliverable, no further distribution will be made to such Holder unless and until the Liquidating Trustee is notified in writing of such Holder's then current address, at which time all missed Distributions will be made to such Holder, without interest. All Distributions on account of the Bonds shall be made solely to the Indenture Trustee, which will promptly deliver such Distributions to the Holders of Bond Claims (subject to application of the Charging Lien). Any Distribution made by the Debtors or the Liquidating Trustee to the Indenture Trustee shall be deemed equivalent to a Distribution under the Plan directly to the Holders of Allowed Unsecured Claims that the Indenture Trustee represents. The Indenture Trustee shall not be required to give any bond or other security for the continued performance of its duties unless otherwise ordered by the Bankruptcy Court; and in the event the Indenture Trustee is otherwise ordered, all costs and expenses of procuring any such bond or security shall be paid through the Charging Lien.

Section 6.03 **Method of Cash Distributions.** Any payment to be made pursuant to the Plan or Liquidating Trust Agreement may be made by draft, check, or wire transfer on a domestic bank selected by the Debtors or the Liquidating Trustee at the option of the Debtors or

Liquidating Trustee, as the case may be. Any Creditor requesting payment by any method other than draft or check must pay the costs associated with such method of payment. Cash payments made to foreign creditors, if any, holding Allowed Claims may be (but are not required to be) paid, at the option of the Debtors or Liquidating Trustee in such funds and by such means as are necessary and customary in a particular foreign jurisdiction.

Section 6.04 **Failure to Negotiate Checks.** Checks issued in respect of Distributions under the Plan shall be null and void if not negotiated within ninety (90) days after the date of issuance. Any amounts returned in respect of such non-negotiated checks shall be held by the Liquidating Trustee for a period of ninety (90) days after the date of issuance. Requests for reissuance for any such check shall be made directly to the Liquidating Trustee by the Holder of the Allowed Claim with respect to which such check originally was issued and shall be accompanied by the original check. Any Claim in respect of such voided check shall be made on or before thirty (30) days following the expiration of the ninety (90) day period from issuance of such check. Thereafter, all such amounts shall be deemed to be Unclaimed Property and irrevocably revert to the Liquidating Trust, and all Claims in respect of voided checks and the underlying Distributions shall be forever barred, estopped and enjoined from assertion in any manner against the Debtors, the Liquidating Trustee or its properties and assets.

Section 6.05 **Limitation on Distribution Rights.** If a claimant holds more than one Claim in any one Class, all Claims of the claimant in that Class will be aggregated into one Claim and one Distribution will be made with respect to the aggregated Claim.

Section 6.06 **Compliance With Tax Requirements.** In connection with each Distribution with respect to which the filing of an information return (such as an IRS Form 1099 or 1042) or withholding is required, the Debtors or Liquidating Trustee shall file such information return with the IRS and provide any required statements in connection therewith to the recipients of such Distribution or effect any such withholding and deposit all moneys so withheld as required by law. With respect to any Person from whom a tax identification number, certified tax identification number or other tax information required by law to avoid withholding has not been received by the Debtors or the Liquidating Trustee within thirty (30) days from the date of such request, the Debtors or the Liquidating Trustee may, at their option, withhold the amount required and distribute the balance to such Person or decline to make such Distribution until the information is received.

Section 6.07 **De Minimis Distributions.** No Cash payment of less than fifteen (\$15.00) dollars shall be made to any Holder of a Claim on account of its Allowed Claim except as provided in the Liquidating Trust Agreement.

Section 6.08 **Setoffs.** Pursuant to section 553 of the Bankruptcy Code and/or applicable state law the Debtors may, but shall not be required to, set off against any Claims and the payments or Distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities and Claims of every type and nature whatsoever which the Estate or the Debtors may have against the Creditors, but neither the failure to do so nor the allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Debtors of any such claims the Debtors may have against such Creditors, and all such claims shall be reserved to and retained by the Debtors and their Estates.

Section 6.09 **Saturday, Sunday and Legal Holidays.** If any payment, Distribution or other act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been timely completed as of the required date.

Section 6.10 **Accrual of Postpetition Interest.** Unless otherwise provided for in the Plan, no Holder of an Allowed Claim shall be entitled to the accrual of postpetition interest on account of such Claim.

Section 6.11 **Exemption from Transfer Taxes.** Pursuant to section 1146(c) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery, making, filing, or recording of any deed or other instrument of transfer, or the issuance, transfer, or exchange of any security, including, without limitation, the Beneficial Interests, under, in furtherance of, or in connection with the Plan, whether arising prior or subsequent to the Confirmation Date, including any deeds, bills of sale or assignments executed in connection with any disposition of assets contemplated by the Plan, shall not be subject to any stamp, real estate transfer, mortgage, recording or other similar tax, including, but not limited to, any transfers of Assets to the Liquidating Trust on or after the Effective Date pursuant to the terms of the Plan by the Debtors, holders of Allowed Claims or the Liquidating Trustee.

Section 6.12 **Cancellation of Bonds and Agreements.**

- a. On the Effective Date, except as otherwise provided for in the Plan, the Bonds, the Indenture and any other note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors (collectively, the "**Instruments**") will be deemed cancelled and of no further force or effect without any further action on the part of the Bankruptcy Court, or any Person including, but not limited to, governmental agencies. The Holders of such cancelled Bonds and Instruments will have no Claims against the Debtors' Estates for payment of such Bonds or Instruments, except for the rights provided pursuant to the Plan.
- b. Following the Effective Date, Holders of the Bonds will receive from the Liquidating Trustee specific instructions regarding the time and manner in which the Bonds are to be surrendered, if requested by the Liquidating Trustee. Any Bond that is lost, stolen, mutilated or destroyed, shall be deemed surrendered when the Holder of a Claim based thereon delivers to the applicable agent or the Liquidating Trustee (a) evidence satisfactory to the agent or the Liquidating Trustee of the loss, theft, mutilation or destruction of such instrument or certificate, and (b) such security or indemnity as may be required by the agent or the Liquidating Trustee to hold each of them harmless with respect thereto.
- c. The terms of the Indenture that govern the rights of the Holders of Bond Claims and Indenture Trustee with respect to servicing and making distributions on account of the Bonds, as well as those rights pertaining to the Charging Lien and indemnification or compensation for fees, costs, expenses and losses of the

Indenture Trustee, including attorney's fees and expenses, will survive for the purposes of (i) allowing the Indenture Trustee or its agent to make distributions received on account of the Bond Claims pursuant to the terms of the Plan and (ii) permitting the Indenture Trustee to maintain any rights or Liens it has on Distributions received pursuant to the Plan for fees, costs, losses and expenses permitted under the Indenture.

Section 6.13 **Record Date for Distributions to Holders of Claims.** The Record Date for Distributions shall be the Effective Date. As of the close of business on the Record Date, there shall be no further changes in the record Holders of the Claims for purposes of the Distributions pursuant to the Plan. The Debtors and the Liquidating Trustee shall have no obligation to recognize any transfer of Claims occurring after the Record Date for purposes of Distributions pursuant to the Plan.

Section 6.14 **Allocation of Plan Distributions Between Principal and Interest.** To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

ARTICLE VII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES; INDEMNIFICATION OBLIGATIONS; BENEFIT PROGRAMS

Section 7.01 **Treatment of Executory Contracts and Unexpired Leases.** On the Effective Date, except as otherwise provided in Sections 6.12(c), 7.05 and 7.06 of the Plan, all executory contracts and unexpired leases that exist between the Debtors and any Entity which have not previously been assumed, assumed and assigned, or rejected pursuant to an Order of the Bankruptcy Court on or prior to the Confirmation Date will be deemed rejected in accordance with the provisions and requirements of section 365 of the Bankruptcy Code.

Section 7.02 **Claims for Rejection Damages.** Proofs of Claim for alleged damages arising from the rejection, pursuant to the Plan, the Confirmation Order or any subsequent Order of the Bankruptcy Court, of any executory contract or any unexpired lease shall be Filed with the Bankruptcy Court and served on counsel for the Debtors and the Committee or Liquidating Trustee not later than thirty (30) days after the service of the earlier of: (i) notice of entry of the Confirmation Order or (ii) other notice that the executory contract or unexpired lease has been rejected (including service of an Order of the Bankruptcy Court providing for such rejection). **Any Holder of a Claim arising from the rejection of any executory contract or any unexpired lease that fails to File such Proof of Claim on or before the date specified in this paragraph shall be forever barred, estopped and enjoined from asserting such Claims in any manner against the Debtors or Liquidating Trust (or Filing Proofs of Claim with respect thereof) or their Property and the Debtors and the Liquidating Trust shall be forever discharged from all indebtedness or liability with respect to such Claims, and, if applicable, such Holders shall not be permitted to vote on the Plan or to participate in any**

distribution in the Chapter 11 Cases on account of such Claims or to receive further notices regarding such Claims and shall be bound by the terms of the Plan.

Section 7.03 Objections to and Treatment of Rejection Claims. The Bankruptcy Court shall determine any Objections to any Proofs of Claim Filed in accordance with Section 7.02 hereof at a hearing to be held at a date to be determined by the Bankruptcy Court. Allowed Unsecured Claims arising out of the rejection of executory contracts and unexpired leases shall, pursuant to section 502(g) of the Bankruptcy Code, be Allowed Class 3 Claims entitled to the same treatment under the Plan received by the other Allowed Class 3 Claims.

Section 7.04 Benefit Programs; Employment Agreements; KERP.

- a. **Benefit Programs.** All employee compensation and benefit programs of the Debtors, including programs subject to sections 1114 and 1129(a)(13) of the Bankruptcy Code, entered into before or after the Petition Date and not since terminated, shall be deemed to be, and shall be treated as though they are, executory contracts that are rejected under of the Plan, but (except as otherwise determined by the Debtors), only to the extent that rights under such programs are held by the Debtors or Persons who are employees of the Debtors as of the Confirmation Date, and the Debtors' obligations under such programs to Persons who are employees of the Debtors on the Confirmation Date (or former employees if so determined by the Debtors) shall survive Confirmation of the Plan, except for (i) executory contracts or plans specifically rejected pursuant to the Plan (to the extent such rejection does not violate sections 1114 and 1129(a)(13) of the Bankruptcy Code) and (ii) executory contracts or plans as have previously been rejected, are the subject of a motion to reject, or have been specifically waived by the beneficiaries of any plans or contracts.
- b. **Employment Agreements.** All employment and/or compensation agreements between the Debtors and any employees shall be deemed rejected in accordance with the provisions and requirements of section 365 of the Bankruptcy Code.
- c. **KERP.** Nothing contained in this section 7.04 shall diminish or expand any employee's rights under the KERP.

Section 7.05 Asset Purchase Agreement. The Asset Purchase Agreement shall not be deemed rejected.

ARTICLE VIII

MEANS FOR IMPLEMENTATION OF THE PLAN

Section 8.01 Consolidation. The Plan contemplates and is predicated upon entry of the Confirmation Order effecting the substantive consolidation of the Chapter 11 Cases of the Debtors into a single Chapter 11 Case solely for the purposes of all actions associated with Confirmation and consummation of the Plan.

On the Confirmation Date, or such other date as may be set by a Final Order of the Bankruptcy Court, but subject to the occurrence of the Effective Date: (i) solely for the purposes of the Plan and the Distributions and transactions contemplated hereby, all assets and liabilities of the Debtors shall be treated as though they were merged; (ii) any obligation of any Debtor and all guarantees thereof executed by one or more of the Debtors shall be deemed to be one obligation of the consolidated Debtors; (iii) any Claims filed or to be filed in connection with any such obligation and such guarantees shall be deemed one Claim against the consolidated Debtors; (iv) each and every Claim filed in the individual Chapter 11 Case of any of the Debtors shall be deemed filed against the consolidated Debtors in the consolidated Chapter 11 Case of the Debtors and shall be deemed a single obligation of all of the Debtors under the Plan on and after the Confirmation Date; (v) all duplicative claims (identical in both amount and subject matter) filed against more than one of the Debtors will be automatically expunged so that only one Claim survives against the consolidated Debtors but in no way shall such Claim be deemed Allowed by reason of this Section 8.01; and (vi) the consolidated Debtors will be deemed, for purposes of determining the availability of the right of setoff under section 553 of the Bankruptcy Code, to be one entity, so that, subject to other provisions of section 553 of the Bankruptcy Code, the debts due to a particular Debtor may be offset against claims against such Debtor or another Debtor. On the Effective Date, and in accordance with the terms of the Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment or performance made by any of the Debtors as to the obligations of another Debtor or of any other Person shall be discharged, released and of no further force and effect; provided, however, that nothing herein shall affect the obligations of each of the Debtors under the Plan.

Section 8.02 Corporate Action. The entry of the Confirmation Order shall constitute authorization for the Debtors to take or cause to be taken all corporate or other actions necessary or appropriate to consummate and implement the provisions of the Plan prior to, on and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court. All such actions shall be deemed to have occurred and shall be in effect pursuant to applicable nonbankruptcy law and the Bankruptcy Code, without any requirement of further action by the members, administrators, agents, officers or directors of the Debtors. On the Effective Date, the appropriate members, administrators, agents, officers or directors of the Debtors are authorized and directed to execute and deliver any agreements, documents and instruments contemplated by the Plan in the name and on behalf of the Debtors.

Section 8.03 Operations Between the Confirmation Date and the Effective Date. The Debtors shall continue to operate as debtors-in-possession, subject to the supervision of the Bankruptcy Court, during the period from the Confirmation Date through and until the Effective Date.

Section 8.04 Dissolution.

- a. **Dissolution of the Debtors.** From and after the Effective Date, each of the Debtors (i) for all purposes shall be deemed to have dissolved and withdrawn its business operations from any state or country in which it was previously conducting, or is registered or licensed to conduct, its business operations, and

shall not be required to File any document, pay any sum or take any other action, in order to effectuate such dissolution and withdrawal, (ii) shall be deemed to have cancelled pursuant to the Plan all of their Interests, and (iii) shall not be liable in any manner to any taxing authority for franchise, business, capital, license or similar taxes accruing on or after the Effective Date; provided, however, the Debtors, with the consent of the Committee, or the Liquidating Trustee may elect to delay the dissolution of certain Debtors beyond the Effective Date, if they determine such delay is in the best interest of the parties in interest. In the event the dissolution of certain Debtors is delayed beyond the Effective Date, the Liquidating Trustee shall dissolve such Debtors as soon as reasonably practical. From and after the Effective Date, to the extent the bylaws, certificate of incorporation or other charter and corporate documents of any of the Debtors are inconsistent with the terms and provisions of the Plan, the Plan shall supersede such bylaws, certificate of incorporation, or other charter and other corporate documents, as the case may be. In that connection, and to the extent necessary, the Liquidating Trustee shall be authorized and shall prepare and file all corporate resolutions, statements, notices, tax returns and other documents necessary to accomplish their dissolution, and the Confirmation Order shall provide for the appointment of the Liquidating Trustee as the authorized signatory to execute on behalf of each Debtor any and all documents necessary to accomplish such dissolution. Neither the Debtors, the Committee nor the Liquidating Trustee may sell the corporate shell of TSLC I, Inc.

- b. **Dissolution of the Board of Directors and Resignation of Directors and Officers.** Upon the Effective Date of the Plan, the board of directors of each of the Debtors shall be disbanded and each director and officer deemed to resign without the need for any further action by the Debtors, directors, or officers.

Section 8.05 **Claims Arising Out of Recovered Avoidable Transfers.** Any Person or governmental unit that holds a Class 3 Claim arising from the recovery of a transfer pursuant to the prosecution or settlement of a Cause of Action brought pursuant to sections 544, 547, 548, 549 or 550 of the Bankruptcy Code, to the extent not otherwise subordinated, shall hold an Allowed Class 3 Claim on account of such Claim in an amount equal to the recovery actually received by the Estate, and such Allowed Class 3 Claim shall be entitled to the same treatment under the Plan received by the other Allowed Class 3 Claims.

ARTICLE IX

PROVISIONS FOR TREATMENT OF DISPUTED CLAIMS

Section 9.01 **Objections to Claims and Interests.** An Objection to the allowance of a Claim or Interest shall be in writing and shall be Filed with the Bankruptcy Court by the Debtors or the Committee, if prior to the Effective Date, and by the Liquidating Trustee, thereafter, on or before the Claim Objection Deadline, unless another date is established by the Bankruptcy Court or the Plan. The Liquidating Trustee shall have the right to petition the Bankruptcy Court for an extension of such dates. The objecting party shall serve a copy of each such Objection upon the Holder of the Claim or Interest to which it pertains. The Debtors or Liquidating Trustee will

prosecute each Objection to a Claim or Interest until determined by a Final Order unless the Debtors or Liquidating Trustee (i) compromise and settle an Objection to a Claim or Interest by written stipulation, or (ii) withdraw an Objection to a Claim. The failure by the Debtors to object to any Claim or Interest for voting purposes shall not be deemed a waiver of the rights to object to, or reexamine, any such Claim or Interest, as applicable, in whole or in part. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim or Cause of Action pursuant to the terms of the Liquidating Trust Agreement without Bankruptcy Court approval.

Section 9.02 Amendments to Claims and Requests for Payment of Administrative Claims; Claims Filed After the Bar Dates. Unless otherwise provided in a Final Order:

- a. after the Bar Date, a Claim on account of which a Proof of Claim is not timely Filed in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules or an Order of the Bankruptcy Court, may not be Filed without the authorization of the Bankruptcy Court; and
- b. except as provided for in Section 10.03 of the Plan, after the Administrative Claims Bar Date, a Claim on account of which a request for payment of Administrative Claims is not timely Filed in accordance with Section 10.02, may not be Filed without the authorization of the Bankruptcy Court and, even with such Bankruptcy Court authorization, may be amended by the Holder of such Claim solely to decrease, but not to increase, the face amount or priority.

Except as otherwise provided in the Plan, any new Claim Filed after the Bar Date or the Administrative Claims Bar Date (as applicable) shall be deemed Disallowed in full and expunged without any action by the Debtors or Liquidating Trustee, unless the Holder of such Claim has obtained prior Bankruptcy Court authorization for the Filing. The Holder of a Claim which is Disallowed pursuant to this Section 9.02 shall not receive any distribution on account of such Claim. The Debtors or Liquidating Trustee shall File with the Bankruptcy Court and serve on the Holder of any Claim whose Claim is deemed Disallowed pursuant to this Section 9.02, but whose Proof of Claim or request for payment of an Administrative Claim is subsequently deemed timely Filed or Allowed notwithstanding this Section 9.02 by a Final Order of the Bankruptcy Court, any Objection to such Claim or request for estimation thereof within sixty (60) days (or such later date as the Bankruptcy Court shall approve) after any such order becomes a Final Order.

Section 9.03 No Payment or Distribution Pending Allowance. All references to Claims and amounts of Claims refer to the amount of the Claim Allowed by operation of law, Final Order or the Plan. Accordingly, notwithstanding any other provision in the Plan, no payment or Distribution shall be made on account of or with respect to any Claim to the extent it is a Disputed Claim unless and until the Disputed Claim becomes an Allowed Claim, as applicable. Notwithstanding the foregoing, on or as soon as practicable after the Claim Objection Deadline, as applicable, the Debtors of the Liquidating Trustee shall make Distributions to Holders of Disputed Claims to the extent, and only to the extent, the portion of such Claim is not subject to a pending Objection.

Section 9.04 **Disputed Distribution.** If any dispute arises as to the identity of a Holder of an Allowed Claim who is to receive any Distribution, the Debtors, or the Liquidating Trustee may, in lieu of making such Distribution to such Holder, make such Distribution into an escrow account until the disposition thereof shall be determined by Final Order of the Bankruptcy Court or by written agreement among the interested parties to such dispute.

Section 9.05 **Estimation.** In order to effectuate Distributions pursuant to the Plan and avoid undue delay in the administration of the Estates, the Debtors or Liquidating Trustee shall have the right, at any time, to seek an order of the Bankruptcy Court, after notice and a hearing (which notice may be limited to the Holder of such Disputed Claim and which hearing may be held on an expedited basis), estimating a Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, irrespective of whether the Debtors or Liquidating Trustee have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. If the Bankruptcy Court estimates any contingent, Disputed or unliquidated Claim, that estimated amount will constitute either the Allowed Amount of such Claim or Interest or a maximum limitation on such Claim or Interest, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim or Interest, the Debtors or Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate payment on account of such Claim or Interest. All of these objection and resolution procedures are cumulative and not necessarily exclusive of one another. In addition to seeking estimation of Claims as provided in this Section 9.05, the Debtors or Liquidating Trustee may resolve or adjudicate any Disputed Claim in the manner in which the amount of such Claim and the rights of the Holder of such Claim would have been resolved or adjudicated if this Chapter 11 Case had not been commenced. Claims may be subsequently compromised, settled, withdrawn or resolved by the Debtors or Liquidating Trustee pursuant to Section 9.06 herein.

Section 9.06 **Resolution of Disputed Claims and Interests.** Unless agreed to otherwise, prior to the Effective Date, the Debtors or the Committee shall have the right (i) to initiate and prosecute any objections to Claims against or any Interests in the Debtors or the Estates, (ii) to request estimation of each such Claim or Interest pursuant to Section 9.05 of the Plan, (iii) to litigate any objection to Final Order, (iv) to settle or to compromise any Claim or Interest (but not to allow any Interest) or (v) to withdraw any objection to any Claim or Interest. After the Effective Date, all such rights shall belong to the Liquidating Trust.

ARTICLE X

BAR DATES FOR UNSECURED CLAIMS, ADMINISTRATIVE CLAIMS AND PROFESSIONAL CLAIMS

Section 10.01 **Effect of Bar Date for Claims.** Except as provided in Section 7.02 hereof with respect to executory contracts and unexpired leases, any Holder of a Claim against the Debtors arising prior to or which may be deemed to have arisen prior to the Petition Date that failed to File such Proof of Claim on or before the Bar Date shall be forever barred, estopped and enjoined from asserting such Claims (or Filing Proofs of Claim with respect thereof) in any manner against the Debtors' Estates, the Liquidating Trust or their Property or assets, and the Debtors' Estates and the Liquidating Trust shall be forever discharged from all indebtedness or liability with respect to such Claims, and such Holders shall not be permitted to vote on the Plan

or to participate in any Distribution in the Chapter 11 Cases on account of such Claims or to receive further notices regarding such Claims and shall be bound by the terms of the Plan. In the event the Debtors amend their Schedules, the Debtors shall give notice of any amendment to the Holders of Claims affected thereby and such Holders shall be afforded thirty (30) days from the date such notice is given (or such other time period as may be fixed by the Bankruptcy Court) to File Proofs of Claim, if necessary, or be forever barred from doing so.

Section 10.02 Bar Date for Certain Administrative Claims. With the exception of applications for compensation for fees and reimbursement of expenses Filed by Holders of Professional Claims for services rendered on or before the Effective Date as specified in Section 10.03 hereof, and except as otherwise set forth herein or in an order of the Bankruptcy Court regarding a specific Claim, all requests for payment of Administrative Claims (or any other means of preserving and obtaining payment of Administrative Claims found to be effective by the Bankruptcy Court) shall have been Filed by the Administrative Claims Bar Date; provided, however, that no such request or application need be Filed with respect to (i) U.S. Trustee's Fee Claims; and (ii) any Claims held by any other party as to whom an order of the Bankruptcy Court has been entered approving a later bar date for Filing Administrative Claims against the Debtors. **If requests for payment of Administrative Claims are not timely Filed, the Holders of such Claims shall be forever barred, estopped and enjoined from asserting such Claims in any manner against the Debtors, the Liquidating Trust or their Properties or assets.**

Section 10.03 Bar Date for Professionals. Final applications for compensation for services rendered and reimbursement of expenses incurred by Professionals (i) from the later of the Petition Date or the date as of which retention was approved through the Effective Date or (ii) at any time during the Chapter 11 Cases when such compensation is sought pursuant to sections 503(b)(3) through (b)(5) of the Bankruptcy Code, shall be Filed no later than the "Deadline for Fee Applications" as set forth in the Order (i) Fixing Time for Filing Proofs of Claim; (ii) Establishing a Deadline for Filing a Plan and Disclosure Statement; (iii) Scheduling Hearing on Approval of Disclosure Statement; (iv) Scheduling Hearing on Disclosure Statement; (v) Establishing Disclosure Statement Hearing Procedures; (vi) Setting Time to File Fee Applications; and (vii) Establishing Claims Bar Date (Docket No. 70) and shall be served on the parties identified therein. The Professionals or the Debtors may seek extensions of such deadline Applications that are not timely Filed will not be considered by the Bankruptcy Court. The Liquidating Trust may pay its professional fees and expenses incurred after the Effective Date without any application to the Bankruptcy Court.

Section 10.04 Certain Claims of PEI under Asset Purchase Agreement. Except as provided in Section 13.02 of the Plan and any provision of the Confirmation Order with respect to exculpation under section 1125(e) of the Bankruptcy Code, nothing shall limit any claims of PEI under the Asset Purchase Agreement, whether arising before or after the Effective Date, including without limitation any potential indemnity claims against the Debtors, their Estates, or assets of the Liquidating Trust under Section 9.02 of the Asset Purchase Agreement. In addition to the foregoing and provided that PEI complies with all requirements and deadlines of the Asset Purchase Agreement, PEI shall not be required to file any asserted administrative claim arising under or in connection with the Asset Purchase Agreement by the Administrative Claims Bar Date established by previous order of the Court.

ARTICLE XI

CONSUMMATION OF THE PLAN

Section 11.01 Confirmation Order. The Confirmation Order shall be in form and substance satisfactory to the Debtors and the Committee and approve all provisions, terms and conditions of the Plan.

Section 11.02 Conditions to Effectiveness of the Plan. The following conditions must occur and be satisfied or waived (if waivable) by both the Debtors and the Committee on or prior to the Effective Date:

- a. the Confirmation Order providing the protections contemplated in Article 13 of the Plan (in form and substance reasonably satisfactory to the Debtors and the Committee) shall have become a Final Order; provided, however, that the Debtors and the Committee shall have the right to jointly, not separately, waive the requirement that the Confirmation Order shall have become a Final Order;
- b. no order shall have been entered and shall remain in effect restraining the Debtors from consummating the Plan;
- c. all fees and expenses of the Professionals approved by the Bankruptcy Court or otherwise due and payable pursuant to court-approved Professionals' fees procedures shall have been paid in full; and
- d. all documents required to implement the Plan, including, without limitation, the Plan Documents, shall have been executed in form and substance reasonably satisfactory to the Debtors and the Committee.

ARTICLE XII

OPERATION OF THE DEBTORS

Section 12.01 Continuation of Business. In accordance with, and subject to, the provisions of the Plan, the Asset Purchase Agreement as approved by the Bankruptcy Court, and the Liquidating Trust Agreement, the Debtors shall not transact business after the Effective Date.

ARTICLE XIII

EFFECTS OF CONFIRMATION

Section 13.01 Releases. Provided the Debtors perform their obligations to the Holders of Allowed Class 3 Claims, those claimants will be forever barred, expunged and estopped from asserting such Claim in any manner against the Debtors' Estates and their Properties and assets.

Section 13.02 Exculpation. To the extent the Debtors, members of the Committee (and each of their respective Affiliated Entities, agents, directors, officers, employees, advisors, and attorneys) have participated in good faith and in compliance with section 1125(e) of the

Bankruptcy Code and all other applicable provisions of the Bankruptcy Code with regard to distributions under the Plan, and they shall not have or incur any liability to any Holder of a Claim or Interest for any act taken or omission occurring on or after the Petition Date in connection with or related to the Debtors, included, but not limited to:

- (i) the administration of the Chapter 11 Cases;
- (ii) the operation of the Debtors during the pendency of the Chapter 11 Cases;
- (iii) formulating, preparing, disseminating, implementing, confirming, consummating or administering the Plan (including solicitation of acceptances or rejections);
- (iv) the Disclosure Statement or any contract, instrument, settlement or other agreement or document entered into or any taking taken or omitted to be taken with the Plan
- (v) any Distribution made pursuant to the Plan;

except for acts constituting willful misconduct or gross negligence, and in all respects such parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities in the Chapter 11 Cases.

Section 13.03 Release of Liens. The Holders of Liens satisfied, discharged and released under the Plan shall execute any and all documentation reasonably requested by the Debtors evidencing the satisfaction, discharge and release of such Liens. However, upon the failure of such Holders to execute such documents, the Debtors or the Liquidating Trustee are hereby authorized to execute, deliver, file or record such documents to effectuate the release of such Liens.

Section 13.04 Term of Injunctions or Stays. Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 105(a) or 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 and thereafter, to the extent required, to enforce the terms and provisions of the Plan.

Section 13.05 Preservation of Insurance. Except as necessary to be consistent with the Plan, the Plan shall not diminish or impair the enforceability of insurance policies that may cover Claims against the Debtors or any other Person or entity.

Section 13.06 Guaranties. Notwithstanding the existence of guaranties by the Debtors of obligations of any entity or entities, and the Debtors' joint obligations with another entity or entities with respect to the same obligations, all Claims against the Debtors based upon any such guaranties shall be satisfied, discharged and released in the manner provided in the Plan and the Holders of Claims shall be entitled to only one distribution with respect to any given obligation of the Debtors.

Section 13.07 Waiver of Subordination Rights. Any Distributions under the Plan shall be received and retained free of and from any obligations to hold or transfer the same to any other

Creditor, and shall not be subject to levy, garnishment, attachment or other legal process by any Holder by reason of claimed contractual subordination rights.

Section 13.08 No Successor Liability. Except as otherwise expressly provided in the Plan, the Debtors' Estates do not, pursuant to the Plan or otherwise, assume, agree to perform, pay, or indemnify Creditors or otherwise have any responsibilities for any liabilities or obligations of the Debtors relating to or arising out of the operations of or assets of the Debtors, whether arising prior to, on, or after the Confirmation Date, except that the Debtors' Estates shall assume the obligations specified in the Plan and the Confirmation Order.

Section 13.09 Discharge of the Debtors' Estates and Injunction. All consideration Distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims of any nature whatsoever against the Debtors' Estates or against any of their assets or Properties arising on or before the Effective Date. Except as otherwise expressly provided in the Plan or in the Confirmation Order, entry of the Confirmation Order shall act as a discharge of all Claims against, and Interests in, each of the Debtors' Estates, such Debtors' assets, and their respective Properties, arising at any time before the entry of the Confirmation Order, regardless of whether a Proof of Claim therefore was filed, whether the Claim is Allowed, or whether the Holder thereof votes to accept the Plan or is entitled to receive a Distribution thereunder. Upon entry of the Confirmation Order, any Holder of such discharged Claim or Interest shall be precluded from asserting against the Debtors' Estates or any of their assets or properties any other or further Claim or Interest based upon any document, instrument, act, omission, transaction, or other activity of any kind or nature that occurred the Effective Date. The Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtors' Estates, subject to the occurrence of the Effective Date.

Except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons who have held, hold, or may hold Claims against, or Interests in, any of the Debtors are permanently enjoined, on and after the Effective Date, from taking any of the following actions against any Debtors' Estates, the Liquidating Trust, the United States Trustee, or any of their property on account of any such Claims or Interests: (i) commencing or continuing in any manner or in any place, an action or other proceeding of any kind with respect to any such Claim or Interest, (ii) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order on account of any such Claim or Interest, (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind, (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due from any Debtor or against the Property or interests in Property of any Debtor on account of any such Claim or Interest, and (v) commencing or continuing any action or proceeding, in any manner or in any place that does not comply with or is inconsistent with the provisions of the Plan; *provided, however*, that nothing contained in the Plan shall preclude such Persons from exercising their rights pursuant to and consistent with the terms of the Plan.

Except as provided in Section 13.10 below and excluding the Liquidating Trust as successor to the Debtors, the Debtors' reorganization proceedings and the Plan shall not discharge, exculpate, release, or relieve any nondebtor from any liability under ERISA with respect to the Savane Plan. Notwithstanding anything to the contrary contained herein, neither the PBGC nor any other party shall be enjoined or otherwise precluded from enforcing such liability against

nondebtor parties with respect to the Savane Plan. The Debtors are not aware of any such claims.

Section 13.10 Release of Robin Cohan. If no action or proceeding has been commenced by the Committee naming her as a defendant, on the Effective Date, effective as of the Confirmation Date, and except as otherwise provided herein or in the Confirmation Order, for good and valuable consideration (including, but not limited to, her willingness to provide continuing assistance to the Debtors and the Liquidating Trustee at reasonably agreeable times and at reasonably agreeable compensation to, *inter alia* (i) maintain the efficient operation and administration of the Debtors and their respective estates, (ii) assist the orderly transition and transfer of Trust Assets into the Liquidating Trust and (iii) provide other necessary and substantial financial and coordination and supervision of tax-related services to the Debtors and the Liquidating Trustee furtherance of the purposes of the Liquidating Trust) Robin Cohan shall be released from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities, in any way relating to the Debtors, the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan or the Liquidating Trust, which the Debtors, the Liquidating Trust or any Holder of a Claim against or Interest in the Debtors may be entitled to assert, whether for tort, fraud, contract, violations of federal or state securities law, or otherwise, whether direct or derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law or in equity or otherwise based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the Confirmation Date; provided, however, that nothing herein shall release, or deemed to be a release of, any obligation of the Debtors (or any insurer) to indemnify its current and former board of directors or officers under their respective organizational documents, by-laws, indemnification policies, state law or any other agreement.

ARTICLE XIV

CREDITORS' COMMITTEE

Section 14.01 Dissolution of the Committee. On the Effective Date, the Committee shall be automatically dissolved and all members, Professionals and agents of such Committee shall be deemed released of their duties, responsibilities and obligations, and shall be without further duties, responsibilities and authority in connection with the Debtors, the Chapter 11 Cases, the Plan or its implementation.

ARTICLE XV

RETENTION OF JURISDICTION

Section 15.01 Exclusive Jurisdiction of Bankruptcy Court. Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain after the Effective Date exclusive jurisdiction of all matters arising out of, arising in or related to, the Chapter 11 Cases, to the fullest extent permitted by applicable law, including jurisdiction to:

- a. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest (whether Filed before or after the Effective Date and whether or not contingent, Disputed or unliquidated), including the compromise, settlement and resolution of any request for payment of any Administrative Claim or Priority Claim, the resolution of any Objections to the allowance or priority of Claims or Interests and the resolution of any dispute as to the treatment necessary to reinstate a Claim pursuant to the Plan and to hear and determine any other issue presented hereby or arising hereunder, including during the pendency of any appeal relating to any objection to such Claim or Interest (to the extent permitted under applicable law);
- b. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date;
- c. hear and determine motions, applications, adversary proceedings, contested matters and other litigated matters pending on, Filed on, or commenced after the Effective Date including proceedings with respect to the rights of the Liquidating Trust to recover Property under sections 542, 543 or 553 of the Bankruptcy Code, or of the Liquidating Trust to bring any Cause of Action, or to otherwise collect or recover on account of any claim or Cause of Action that the Debtors may have or retain;
- d. determine and resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which the Debtors are a party or with respect to which the Debtors may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;
- e. to ensure that all payments due under the Plan and performance of the provisions of the Plan are accomplished as provided herein and resolve any issues relating to distributions to the Holders of Allowed Claims pursuant to the provisions of the Plan;
- f. construe, and take any action and issue such orders, as may be necessary for the enforcement; implementation, execution and consummation of, the Plan and all instruments, releases, indentures and other agreements or documents created in connection with the Plan, including, without limitation, the Disclosure Statement and the Confirmation Order, for the maintenance of the integrity of the Plan and protection of the Debtors in accordance with sections 524 and 1141 of the Bankruptcy Code following consummation;
- g. determine and resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation, implementation or enforcement of the Plan (and all Exhibits to the Plan) or the Confirmation Order, and the indemnification and injunction provisions set forth in and contemplated by the Plan or the Confirmation Order, or any entity's rights arising under or obligations incurred in connection therewith;

- h. modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code and Section 16.04 hereof or modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code, and the Plan;
- i. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;
- j. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;
- k. determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, except as otherwise provided in the Plan;
- l. determine such other matters as may be provided for in the Confirmation Order;
- m. hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code;
- n. continue to enforce the automatic stay through the Effective Date;
- o. hear and determine (A) disputes arising in connection with the interpretation, implementation or enforcement of the Plan or (B) issues presented or arising under the Plan, including disputes among Holders and arising under agreements, documents or instruments executed in connection with the Plan;
- p. enter a final decree closing the Chapter 11 Cases or converting them to Chapter 7 cases;
- q. determine and resolve controversies related to the Liquidating Trust;
- r. (1) interpret, implement and enforce the terms and provisions of the Sale Order (including the injunctive relief provided in the Sale Order) and the terms of the Asset Purchase Agreement; (2) protect PEI, or any of the Purchased Assets, from and against any of the Liens, Claims and Interests; (3) compel delivery of all

Purchased Assets to PEI; (4) resolve any disputes arising under or related to the Asset Purchase Agreement, the sale or the transactions thereunder, or PEI's peaceful use and enjoyment of the Purchased Assets prior to entry of Final Decrees in the Chapter 11 cases; (5) adjudicate all issues concerning (alleged) pre-closing Liens and any other (alleged) interest(s) in and to the Purchased Assets, including the extent, validity, enforceability, priority and nature of all such (alleged) Liens and any other (alleged) interest(s); (6) adjudicate any and all issues and/or disputes relating to the Debtors' or Liquidating Trustee's right, title or interest in the Purchased Assets and the proceeds thereof, the Sale Order and/or the Asset Purchase Agreement; and, (7) adjudicate any and all remaining issues concerning the Debtors' or Liquidating Trustee's rights and authority to assume and assign the executory contracts and unexpired leases assumed and assigned pursuant to the Asset Purchase Agreement and the Sale Order and the Purchaser's rights and obligations with respect to such assignment and the existence of any default under any such contract or lease;

- s. enter any orders necessary to effectuate the transactions contemplated in the Plan; and
- t. hear and determine any other matter relating to the Plan.

Section 15.02 Non-Exclusive Jurisdiction of Bankruptcy Court. Following the Effective Date, the Bankruptcy Court will retain non-exclusive jurisdiction of the Chapter 11 Cases to the fullest extent permitted by applicable law, including, without limitation, jurisdiction to:

- a. recover all assets of the Debtors and Property of their Estates, wherever located;
- b. hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes and tax benefits and similar or related matters with respect to the Debtors or the Debtors' Estate arising prior to the Effective Date or relating to the period of administration of the Chapter 11 Case, including, without limitation, matters concerning federal, state and local taxes in accordance, with sections 346, 505 and 1146 of the Bankruptcy Code; and
- c. hear any other matter not inconsistent with the Bankruptcy Code.

Section 15.03 Failure of Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Debtors, including with respect to the matters set forth above in Section 15.01 and Section 15.02 hereof, this Article XV shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 16.01 Binding Effect of the Plan. The provisions of the Plan shall be binding upon and inure to the benefit of the Debtors, the Estates, any Holder of any Claim or Interest treated

herein or any Person named or referred to in the Plan, and each of their respective heirs, executors, administrators, representatives, predecessors, successors, assigns, agents, officers and directors, and, to the fullest extent permitted under the Bankruptcy Code and other applicable law, each other Person affected by the Plan.

Section 16.02 Withdrawal of the Plan. The Debtors, with the consent of the Committee, reserve the right, at any time prior to the substantial consummation (as that term is defined in section 1101(2) of the Bankruptcy Code) of the Plan, to revoke or withdraw the Plan. If the Plan is revoked or withdrawn or if the Confirmation Date does not occur, the Plan shall be null and void and have no force and effect. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claim by or against the Debtors or any other Person or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors.

Section 16.03 Corporate Action. On the Effective Date, all matters provided for under the Plan that would otherwise require approval of the stockholders or directors of one or more of the Debtors shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to the applicable general corporation law of the states in which the Debtors are incorporated, without any requirement of further action by the stockholders or directors of the Debtors.

Section 16.04 Final Order. Except as otherwise expressly provided in the Plan, any requirement in the Plan for a Final Order may be waived by (i) the Debtors with consent of the Committee or (ii) the Liquidating Trustee upon written notice to the Bankruptcy Court. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any order that is not a Final Order.

Section 16.05 Modification of the Plan. The Debtors, with the consent of the Committee, may alter, amend or modify the Plan under section 1127 of the Bankruptcy Code or as otherwise permitted at any time prior to the Confirmation Date. After the Confirmation Date and prior to the substantial consummation of the Plan, and in accordance with the provisions of section 1127(b) of the Bankruptcy Code and the Bankruptcy Rules, the Debtors with consent of the Committee, and any party in interest may, so long as the treatment of Holders of Claims or Interests under the Plan is not adversely affected, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, prior notice of such proceedings shall be served in accordance with Bankruptcy Rule 2002.

Section 16.06 Severability. Should the Bankruptcy Court determine, prior to the Confirmation Date, that any provision of the Plan is either illegal on its face or illegal as applied to any Claim or Interest, such provision shall be unenforceable as to all Holders of Claims or Interests or to the specific Holder of such Claim or Interest, as the case may be, as to which the provision is illegal. Unless otherwise determined by the Bankruptcy Court, such a determination of unenforceability shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan. The Debtors reserves the right not to proceed with Confirmation or consummation of the Plan if any such ruling occurs.

Section 16.07 Governing Law. EXCEPT TO THE EXTENT THAT (i) THE BANKRUPTCY CODE OR THE BANKRUPTCY RULES OR OTHER FEDERAL LAWS ARE APPLICABLE, OR (ii) THE PROVISIONS OF ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT ENTERED INTO IN CONNECTION WITH THE PLAN PROVIDE THAT THE LAW OF A DIFFERENT JURISDICTION SHALL GOVERN, THE CONSTRUCTION, IMPLEMENTATION AND ENFORCEMENT OF THE PLAN AND ALL RIGHTS AND OBLIGATIONS ARISING UNDER THE PLAN SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO CONFLICTS-OF-LAW PRINCIPLES WHICH WOULD APPLY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA.

Section 16.08 Payment of Statutory Fees. The Debtors or the Liquidating Trust, as the case may be, shall pay all U.S. Trustee Fees, in accordance with the terms of the Plan, until such time as the Bankruptcy Court enters a final decree closing each of the Debtors' cases.

Section 16.09 Notices. Any notice required or permitted to be provided under the Plan shall be in writing and served by either (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery, or (iii) reputable overnight delivery service, freight prepaid, upon the following:

To the Debtors:

TSLC I, INC.
Attn.: Denise D. Dell-Powell, Esquire
Akerman Senterfitt
Citrus Center, 17th Floor
255 South Orange Avenue
P. O. Box 231 (32802-231)
Orlando, FL 32801
Telephone: 407-843-7860
Facsimile: 407-843-6610

With a copy to Debtors' counsel:

AKERMAN SENTERFITT
Denise D. Dell-Powell Esquire
Florida Bar No.: 0890472
Erik P. Kimball, Esquire
Florida Bar No.: 0131334
Citrus Center, 17th Floor
255 South Orange Avenue
Post Office Box 231 (32802-0231)
Orlando, Florida 32801
Telephone: (407) 843-7860
Facsimile: (407) 843-6610

With a copy to the following interested parties:

Office of the U.S. Trustee
501 E. Polk Street, Suite 1200
Tampa, FL 33602-3945
Attention: Brian Lambers, Esquire
Telephone: (813) 228-2137
Facsimile: (813) 228-2303

Stroock & Stroock & Lavan LLP
Counsel for the Official Committee of Unsecured Creditors and the
Liquidating Trust
Michael J. Sage, Esquire
Shannon Lowry Nagle, Esquire
180 Maiden Lane
New York, New York 10038-4982
Telephone: (212) 806-5400
Facsimile: (212) 806-6006

Fowler White Boggs Banker, P.A.
Co-Counsel for the Official Committee of Unsecured Creditors
Donald R. Kirk, Esquire
501 East Kennedy Blvd.
Tampa, Florida 33602
Telephone: (813) 222-1162
Facsimile: (813) 229-8313

Section 16.10 Filing of Additional Documents. On or before the Effective Date of the Plan, the Debtors with consent of the Committee, shall issue, execute, deliver, and File with the Bankruptcy Court or record any agreements and other documents and take any action as may be necessary or appropriate to effectuate, consummate and further evidence the terms and conditions of the Plan.

Section 16.11 Time. Unless otherwise specified herein, in computing any period of time prescribed or allowed by the Plan, the day of the act or event from which the designated period begins to run shall not be included. The last day of the period so computed shall be included, unless it is not a Business Day, in which event the period runs until the end of next succeeding day that is a Business Day. Otherwise, the provisions of Bankruptcy Rule 9006 shall apply.

Section 16.12 No Attorneys' Fees. No attorneys' fees will be paid by the Debtors or the Liquidating Trust with respect to any Claim or Interest except as expressly specified herein or Allowed by a Final Order of the Bankruptcy Court.

Section 16.13 Defenses with Respect to Unimpaired Claims. Except as otherwise provided in the Plan, nothing shall affect the rights and legal and equitable defenses of the Debtors or the Liquidating Trust, with respect to any Unimpaired Claim, including, but not limited to, all rights in respect of legal and equitable defenses to setoffs or recoupments against Unimpaired Claims.

Section 16.14 No Injunctive Relief. No Claim or Interest shall under any circumstances be entitled to specific performance or other injunctive, equitable or other prospective relief against the Debtors' Estates.

Section 16.15 No Admissions. Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtors with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of any classification of any Claim or Interest.

Section 16.16 Entire Agreement. The Plan sets forth the entire agreement and undertakings relating to the subject matter hereof and supersedes all prior discussions and documents. The Debtors shall not be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided for herein or as may hereafter be agreed to by the parties in writing.

Section 16.17 Waiver. The Debtors, with the consent of the Committee, reserve their rights to waive any provision of the Plan to the extent such provision is for the sole benefit of the Debtors.

Section 16.18 Plan Supplement. Any and all exhibits, lists or schedules not Filed with the Plan or the Disclosure Statement shall be contained in a Plan Supplement and Filed with the Bankruptcy Court not later than five (5) Business Days prior to the commencement of the Confirmation Hearing. Upon it's Filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court during normal court hours. Holders of Claims or Interests may obtain a copy of the Plan Supplement upon written request to counsel to the Debtors at the addresses set forth in Section 16.08 of the Plan.

ARTICLE XVII

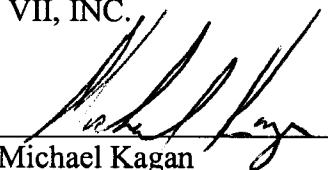
CONFIRMATION REQUEST

The Debtors hereby request confirmation of the Plan pursuant to section 1129(a) or, in the event that the Plan is not accepted by each of those Classes of Claims or Interests entitled to vote, section 1129(b) of the Bankruptcy Code.

Dated: April 6, 2005

TSLC I, INC.
TSLC III, INC.
TSLC IV, INC.
TSLC V, INC.
TSLC VI, INC.
TSLC VII, INC.

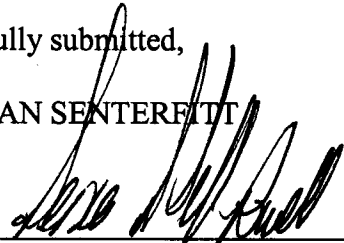
By: _____


Michael Kagan
Chief Executive Officer

Respectfully submitted,

AKERMAN SENTERFIT

By:



Denise D. Dell-Powell, Esquire
Florida Bar No.: 0890472
Erik P. Kimball, Esquire
Florida Bar No.: 0131334
Citrus Center, 17th Floor
255 South Orange Avenue
Post Office Box 231
Orlando, Florida 32802-0231
Phone: (407) 843-7860
Facsimile: (407) 843-6610

and

Michael P. Horan, Esquire
Florida Bar No.: 0307741
Wachovia Center, Suite 1500
P. O. Box 3273
Tampa, Florida 33601-3273
Telephone: (813) 223-3273
Facsimile: (813) 223-2837