ORDERED in the Southern District of Florida on March 13, 2025.

Corali Lopez-Castro

Corali Lopez-Castro, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:	Chapter 11 Cases
MBMG HOLDING, LLC, *et al.*,[1]	Case No. 24-20576-CLC
Debtors.	(Jointly Administered)

ORDER (I) APPROVING ON A FINAL BASIS THE FIRST AMENDED DISCLOSURE STATEMENT, AND (II) CONFIRMING THE SECOND AMENDED JOINT CHAPTER 11 PLAN FOR MBMG HOLDING, LLC AND ITS DEBTOR AFFILIATES

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[1] The address of the Debtors is 7500 S.W. 8th Street, Ste. 400, Miami, Florida 33144. The last four digits of the Debtors' federal tax identification numbers are: (i) CCMG Wind Down, LLC f/k/a Care Center Medical Group, LLC (9052); (ii) CCN Wind Down, LLC f/k/a Care Center Network, LLC (5784); (iii) CCMC Wind Down, Inc. f/k/a CCMC Physician Holdings, Inc. (4532); (iv) CCP Wind Down, LLC f/k/a Clinical Care Pharmacy, LLC (2103); (v) FFPCC Wind Down, LLC f/k/a Florida Family Primary Care Center, LLC (5005); (vi) FFPCCP Wind Down, LLC f/k/a Florida Family Primary Care Center of Pasco, LLC (8570); (vii) FFPCCO Wind Down, LLC f/k/a Florida Family Primary Care Centers of Orlando, LLC (3086); (viii) FFPCCPN Wind Down, LLC f/k/a Florida Family Primary Care Centers of Pinellas, LLC (7075); (ix) FFPCCT Wind Down, LLC f/k/a Florida Family Primary Care Centers of Tampa, LLC (0631); (x) MBMO Wind Down, LLC f/k/a MB Medical Operations, LLC (8450); (xi) MBMT Wind Down, LLC f/k/a MB Medical Transport, LLC (3476); (xii) MBMG Holding, LLC (3880); (xiii) MBMG Intermediate Holding, LLC (9320); (xiv) RD Wind Down, Inc. f/k/a Miami Beach Medical Centers, Inc. (3933); (xv) MBMC Wind Down, LLC f/k/a Miami Beach Medical Consultants, LLC (2737); and (xvi) MMWC Wind Down, LLC f/k/a Miami Medical & Wellness Center, LLC (2474).

THIS MATTER came before the Court (the "Bankruptcy Court" or "Court")[2] on the 12th day of March, 2025 at 10:00 a.m. in Miami, Florida (the "Confirmation Hearing") to consider final approval of the *First Amended Disclosure Statement for the First Amended Joint Chapter 11 Plan for MBMG Holding, LLC and its Debtor Affiliates*, dated January 22, 2025, and all amendments, modifications, and supplements thereto [ECF No. 360] (collectively, as amended, the "Disclosure Statement") and confirmation of the *Second Amended Joint Chapter 11 Plan for MBMG Holding, LLC and its Debtor Affiliates*, dated March 6, 2025, and all amendments, modifications, and supplements thereto [ECF No. 443] (collectively, as amended, the "Plan"), filed by the Debtors; and the Bankruptcy Court having entered, after due notice and a hearing, the *Order (I) Conditionally Approving Disclosure Statement for Debtors' Joint Chapter 11 Plan; (II) Approving Solicitation Procedures; (III) Approving Customized Form of Ballot and Establishing Procedures for Voting on the Debtors' Chapter 11 Plan; and, (IV) Establishing Notice and Objection Procedures in Respect of Confirmation of the Debtors' Joint Chapter 11 Plan* [ECF No. 363] (the "Conditional Approval Order") conditionally approving the Disclosure Statement as containing "adequate information" regarding the Plan in accordance with 11 U.S.C. §1125(a)(1), approving the solicitation procedures, as well as approving in final form and content the (i) the ballot for voting on the Plan (the "Ballot"), (ii) Solicitation Letter describing the contents of the Solicitation Package and urging creditors entitled to vote to accept or reject the Plan to vote to accept the Plan (the "Solicitation Letter"); and the Plan and the Solicitation Package (as defined below) having been duly transmitted to holders of Claims entitled to vote thereon as provided in the Conditional Approval Order; and due notice of (i) entry of the Conditional Approval Order, (ii) the Confirmation Hearing, and (iii) the deadline for

[2] Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to such terms in the Plan.

voting on, and/or objecting to the Plan having been provided to holders of Claims against and Equity Interests in the Debtors and other parties in interest, in accordance with the Conditional Approval Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Local Bankruptcy Rules for the Southern District of Florida (the "Local Bankruptcy Rules"); and such notice being sufficient under the circumstances and no other or further notice being required; and no objections (the "Objections") to the Plan having been interposed; and upon consideration of the: (i) *Debtors' Memorandum of Law in Support of Confirmation of the Debtors' Second Amended Joint Chapter 11 Plan for MBMG Holdings and its Debtor Affiliates* [ECF No. 465] (the "Confirmation Brief") (ii) the *Declaration of Emily Young, on Behalf of Epiq Corporate Restructuring, LLC, Regarding Solicitation and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan for MBMG Holding, LLC and its Debtor Affiliates* [ECF No. 453] ("Epiq Declaration"); (iii) the *Debtors' Certificate of Proponents of Plan on Acceptance of Plan, Report on Amount to be Deposited, Certificate of Amount Deposited and Payment of Fees* [ECF No. 461] ("Debtors' Certificate" or "Ballot Report") (describing, among other things, the methodology for the tabulation and results of voting with respect to the Plan and evidencing that the Debtors have received the requisite acceptances of the Plan in both number and amount as required by section 1126 of the Bankruptcy Code); and (iv) the *Declaration of Brian Bonaviri in Support of Confirmation* [ECF No. 462] ("Bonaviri Declaration", and together with the Epiq Declaration, the Debtors' Certificate and the Bonaviri Affidavit, collectively, the "Declarations"); and the Confirmation Hearing having been held before the Bankruptcy Court; and the Bankruptcy Court having reviewed and considered the Disclosure Statement, Plan, Conditional Approval Order, Confirmation Brief, Declarations, and all related documents; and the appearance of all interested parties having been duly noted in the record of the Confirmation Hearing, including the Declarations filed and any testimony therein and the exhibits admitted into evidence; and upon all of the proceedings had before the Bankruptcy Court and upon the entire record of the Confirmation Hearing; and the Bankruptcy Court having determined based upon all of the foregoing that the Disclosure Statement should be approved on a final basis and the Plan should be confirmed, as reflected by the Bankruptcy Court's rulings made herein and on the record of the Confirmation Hearing; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND, DETERMINED, ORDERED, ADJUDGED, AND DECREED, AS FOLLOWS:

FINDINGS OF FACT

A. Findings and Conclusions. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. The Court incorporates by reference all findings of fact and conclusions of law set forth on the record at the Confirmation Hearing as if set forth fully herein. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitutes findings of fact, they are adopted as such.

B. Jurisdiction. The Court has jurisdiction over the Debtors' Chapter 11 Cases (as defined below), final approval of the Disclosure Statement and confirmation of the Plan pursuant to 28 U.S.C. § 1334. Final approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b) and this Court has jurisdiction to enter a final order consistent with Article III of the United States Constitution with respect thereto.

Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors are proper Debtors under section 1121(a) and (c) of the Bankruptcy Code.

C. Commencement and Joint Administration of the Debtors' Chapter 11 Cases. On October 13, 2024 (the "Petition Date") each of the above-captioned Debtors commenced a case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). By prior order of the Court, the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

D. Appointment of Creditors' Committee. The United States Trustee did not appoint an official committee in the Chapter 11 Cases [ECF No. 155].

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

F. Burden of Proof. The Debtors have met their burden of proving (i) the elements of sections 1125 and 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence, and (ii) the Shah Settlement set forth in the Plan is fair and equitable and should be approved under Wallis v. Justice Oaks, II Ltd. (In re Justice Oaks II, Ltd.), 898 F.2d 1544, 1549 (11th Cir. 1990) ("Justice Oaks"), its progeny and other relevant law.

G. Resolution of Informal Comments. As presented at the Confirmation Hearing, the consensual resolutions of certain informal comments provided to the Debtors prior to the

Confirmation Hearing satisfy all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules and are in the best interests of the Debtors and are hereby approved. All objections, informal or otherwise, that were not resolved by agreement at the Confirmation Hearing are hereby overruled.

H. Adequacy of Disclosure Statement. The Disclosure Statement contains "adequate information," as such term is defined in section 1125(a)(1) of the Bankruptcy Code, with respect to the Debtors, the Plan, and the transactions contemplated therein, and is approved on a final basis.

I. Solicitation and Notice. On January 23, 2025, the Bankruptcy Court entered the Conditional Approval Order, which, among other things, conditionally approved the Disclosure Statement, finding that it contained "adequate information" within the meaning of section 1125 of the Bankruptcy Code, and established procedures for the Debtors' solicitation and tabulation of votes on the Plan. The (a) Conditional Approval Order, (b) Disclosure Statement, (c) Plan, (d) the Ballot for voting on the Plan, and (e) Solicitation Letter (collectively, the "Solicitation Package"), were served in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Conditional Approval Order. As described in the Conditional Approval Order, and as set forth in the Epiq Declaration, and the affidavit of service by Epiq Corporate Restructuring, LLC ("Epiq"), filed at ECF No. 385, (i) the service of the Solicitation Packages was adequate and sufficient under the circumstances of these Chapter 11 Cases, and (ii) adequate and sufficient notice of the Confirmation Hearing and other requirements, deadlines, hearings and matters described in the Conditional Approval Order was timely provided in compliance with the requirements of the Conditional Approval Order, the Bankruptcy Code and Bankruptcy Rules and provided due process to all parties in interest. No other or further notice is required.

J. Voting. Votes on the Plan were solicited after disclosure of "adequate information" as defined in section 1125 of the Bankruptcy Code. As evidenced by the Prime Clerk Declaration and the Debtors' Certificate, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Disclosure Statement Order, the Bankruptcy Code, and the Bankruptcy Rules.

MODIFICATIONS TO THE FIRST AMENDED PLAN

K. Modification. Subsequent to Solicitation, the Debtors filed the Plan together with a redline [ECF No. 444] (the "Redline Plan") marking the modifications (the "Modifications") made by the Debtors to the First Amended Plan [ECF No. 359] to address informal comments provided to the Debtors by certain parties, including the United States Trustee.

L. Deemed Acceptance of Plan as Modified. The Modifications to the Plan reflected in the Redline are either (i) immaterial or do not adversely affect the treatment of any Claim against or Equity Interest in the Debtors under the Plan, or (ii) consensual because the adversely affected parties have consented to the Modifications. Therefore, in accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan, as modified by the Modifications. No holder of a Claim or Equity Interest that has voted to accept the Plan shall be permitted to change its acceptance to a rejection as a consequence of the Modifications. The Modifications neither require additional disclosure under section 1125 of the Bankruptcy Code nor re-solicitation of votes on the Plan under section 1126 of the Bankruptcy Code.

M. Compliance with 1127. The Modifications incorporated into the Plan comply with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

COMPLIANCE WITH SECTION 1129 OF THE BANKRUPTCY CODE

N. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

O. Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)). In addition to Administrative Claims and Priority Tax Claims, which need not be classified, Article IV of the Plan designates the following eight classes of Claims and one class of Equity Interests: Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 3 (First Lien Credit Agreement Claims), Class 4 (Second Lien Note Claims), Class 5 (Unsecured Note Claims), Class 6 (General Unsecured Claims), Class 7 (Intercompany Claims), Class 8 (Subordinated Claims) and Class 9 (Equity Interests). Each of the Claims or Equity Interests, as the case may be, in each particular Class is substantially similar to the other Claims or Equity Interests within such Class. Valid business, legal and factual reasons exist for separately classifying the various Claims and Equity Interests pursuant to the Plan, and such Classes do not unfairly discriminate between holders of Claims and Equity Interests. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

P. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies that Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) are unimpaired under the Plan, thereby complying with section 1123(a)(2) of the Bankruptcy Code. The Plan therefore satisfies section 1123(a)(2) of the Bankruptcy Code.

Q. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan designates Class 3 (First Lien Credit Agreement Claims), Class 4 (Second Lien Note Claims), Class 5 (Unsecured Note Claims), Class 6 (General Unsecured Claims), Class 7

(Intercompany Claims), Class 8 (Subordinated Claims) and Class 9 (Equity Interests) as impaired, and Article IV.A.- I. of the Plan specify the treatment of Claims and Equity Interests in such Classes, thereby complying with section 1123(a)(3) of the Bankruptcy Code. The Plan therefore satisfies section 1123(a)(3) of the Bankruptcy Code.

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

S. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan provides adequate and proper means for the implementation of the Plan as required by section 1123(a)(5) of the Bankruptcy Code. The Plan therefore satisfies section 1123(a)(5) of the Bankruptcy Code.

T. Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C. § 1123(a)(6)). The Plan provides for, in Article III.I, cancellation of all existing Equity Interests in the Debtors on the Effective Date and no issuance of any new interests in the Debtors. As such, the Plan does not provide for the issuance of nonvoting equity securities, and the Plan satisfies section 1123(a)(6) of the Bankruptcy Code.

U. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). The identity and affiliation of any individuals proposed to serve, after confirmation of the Plan, have been disclosed, as the Plan Administrator, subject to the terms of the Plan Administrator Agreement, in substitution for the management and the board of managers of the Debtors, shall act for the Debtors in the same fiduciary capacity as applicable to the board of managers of the Debtors existing immediately prior to the Effective Date. As such, the Plan satisfies section 1123(a)(7) of the Bankruptcy Code.

V. Additional Plan Provisions (11 U.S.C. § 1123(b)). The other provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code. The failure to specifically address a provision of the Bankruptcy Code in this Order shall not diminish or impair the effectiveness of this Order.

W. Impairment/Unimpairment of Classes of Claims and Equity Interests (11 U.S.C. § 1123(b)(1)). As contemplated by section 1123(b)(1) of the Bankruptcy Code, Classes 3, 4, 5, 6, 7, 8 and 9 are impaired by the Plan, and Classes 1 and 2 are unimpaired. Accordingly, the Plan satisfies section 1123(b)(1) of the Bankruptcy Code.

X. Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). In accordance with section 1123(b)(2) of the Bankruptcy Code, Article IX of the Plan provides that any remaining executory contracts and unexpired leases that exist between the Debtors and any Person or Entity shall be deemed rejected by the Debtors on the Effective Date of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(b)(2) of the Bankruptcy Code.

Y. Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, including having complied with section 1125 of the Bankruptcy Code with respect to the Disclosure Statement and the Plan.

Z. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan (including all documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law, thereby complying with section 1129(a)(3) of the

Bankruptcy Code. The Debtors' good faith is evident from the record of these Chapter 11 Cases, including the Declarations and the record of the hearing to approve conditionally the Disclosure Statement, the entry by this Court of the Conditional Approval Order, the record of the Confirmation Hearing, and other proceedings held in these Chapter 11 Cases. The Plan is based upon extensive, arms-length and good faith negotiations between and among the Debtors, the Prepetition First Lien Agent, the Second Lien Note Agent and other parties-in-interest, and represent the culmination of months of intensive negotiations and discussions among all parties in interest and are each necessary to the Estates' successful liquidation in Chapter 11. Moreover, the Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates and effectuating a successful liquidation of the Debtors. The Plan accomplishes maximization of the Debtors' Estates and equitable distribution of the Debtors' assets by providing the means through which the Debtors may effectuate distributions to the Creditors. Each impaired classes of Claims entitled to vote to accept or reject the Plan has voted to accept the Plan and all of the Debtors' significant creditors support the Plan. The U.S. Trustee does not oppose confirmation of the Plan on the terms set forth therein. Further, the indemnification, exculpation, mutual release, and injunction provisions of the Plan have been negotiated in good faith and at arms-length with, among other persons, representatives of the Debtors, parties in interest, and their respective advisors, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each necessary to the Debtors' successful liquidation in chapter 11. Accordingly, the Plan and the related documents have been filed in good faith and the Debtors have satisfied their obligations under section 1129(a)(3) of the Bankruptcy Code.

AA. Payment for Services or Cost and Expenses (11 U.S.C. § 1129(a)(4)). Pursuant to the interim compensation procedures previously approved by this Court and established in these Chapter 11 Cases pursuant to section 331 of the Bankruptcy Code, all payments made or to be made by the Debtors for services or for costs and expenses in connection with these Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

BB. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identity of the Plan Administrator has been disclosed. The Plan Administrator will supplant management of the Debtors in accordance with the Plan and the Plan Administrator Agreement. As such, the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

CC. No Rate Changes (11 U.S.C. § 1129(a)(6)). No governmental regulatory commission has jurisdiction, after confirmation of the Plan, over the rates of the Debtors. Thus, section 1129(a)(6) of the Bankruptcy Code is not applicable in these Chapter 11 Cases.

DD. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). As demonstrated by the Bonaviri Declaration, and the liquidation analysis attached as Exhibit "2" to the Disclosure Statement, which employed commonly accepted methodologies and reasonable assumptions, with respect to each impaired class of Claims against or Equity Interests in the Debtors, each holder of a Claim or Equity Interest in such Class has accepted the Plan or will receive or retain pursuant to the Plan on account of such Claim or Equity Interest property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the

Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. Accordingly, the Plan satisfies section 1129(a)(7) of the Bankruptcy Code.

EE. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) are unimpaired under the Plan and are, therefore, conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Class 3 (First Lien Credit Agreement Claims), Class 4 (Second Lien Note Claims), Class 5 (Unsecured Note Claims), and Class 6 (General Unsecured Claims), have affirmatively voted almost universally to accept the Plan. As such, section 1129(a)(8) is satisfied with respect to this Class of Claims. Class 7 (Intercompany Claims), Class 8 (Subordinated Claims) and Class 9 (Equity Interests) are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, because the holders of Claims in Class 7 and 8 and interests in Class 9 will not receive or retain any property on account of their Claims against or interests in the Debtors. The Plan may nevertheless be confirmed because the Plan satisfies section 1129(b) of the Bankruptcy Code with respect to Classes 7, 8 and 9.

FF. Treatment of Administrative Expense Claims and Priority Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims and Priority Tax Claims pursuant to Article III of the Plan satisfies the requirements of sections 1129(a)(9)(A), (B), (C) and (D) of the Bankruptcy Code.

GG. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). Class 3, Class 4, Class 5 and Class 6 which are impaired under the Plan and entitled to vote, voted to accept the Plan by the requisite majorities, determined without including any acceptance of the Plan by any insider, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code. Specifically, as set forth in the Debtors' Certificate, 100 percent (100%) of the Creditors casting

Ballots in Class 3, Class 4, Class 5 and Class 6, in number and in dollar amount, voted to accept the Plan. Therefore, the requirements of section 1129(a)(10) of the Bankruptcy Code have been satisfied.

HH. Feasibility (11 U.S.C. § 1129 (a)(11)). The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing and in the Bonaviri Declaration: (i) is persuasive and credible; (ii) has not been controverted by other evidence; and (iii) establishes that the Plan is feasible, there is a reasonable likelihood that the Debtors or the Plan Administrator, as the case may be, will meet their financial obligations under the Plan, and because the Debtors are liquidating, confirmation of the Plan is not likely to be followed by any additional liquidation or need for further financial reorganization of the Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

II. Payment of Fees (11 U.S.C. § 1129(a)(12)). As required pursuant to Article XII.A. of the Plan, all fees payable under section 1930 of title 28 of the United States Code have been or will be paid on or after the Effective Date, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code. The Plan Administrator shall further pay the U.S. Trustee the appropriate sums required pursuant to 28 U.S.C. § 1930(a)(6) based upon all disbursements of the Plan Administrator for post-Confirmation periods within the time period set forth in 28 U.S.C. § 1930(a)(6), until the closing of the Chapter 11 Cases by the issuance of a final decree by the Bankruptcy Court. The Plan Administrator shall provide to the U.S. Trustee upon the payment of each post-Confirmation payment an appropriate affidavit indicating all the Cash disbursements for the relevant period. In addition, the affidavit provided by the Plan Administrator to the U.S. Trustee shall be filed on the docket with the Bankruptcy Court.

JJ. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Debtors have no obligations with respect to retiree benefits. Accordingly, section 1129(a)(13) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

KK. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

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

MM. No Applicable Nonbankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Debtors are moneyed, business, or commercial corporations, and/or partnerships, as the case may be, and, accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

NN. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Debtors have satisfied the requirements of sections 1129(b)(1) and (b)(2) of the Bankruptcy Code with respect to Class 7 (Intercompany Claims), Class 8 (Subordinated Claims) and Class 9 (Equity Interests) (the "Rejecting Classes"). Based on the evidence proffered or adduced at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code because the Plan does not discriminate unfairly and is fair and equitable with respect to the holders of Claims in Class 7 and 8 and Equity Interests in Class 9 because the legal rights of such interests are substantially dissimilar from the Classes of Claims receiving distributions under the

Plan as well as substantially similar to each other within, respectively, those classes. The Plan is additionally "fair and equitable" as to the Rejecting Classes because no claims or interests junior to the claims and interests in the Rejecting Classes will receive or retain any property under the Plan on account of such junior claims or interests. Based on the foregoing, the requirements of section 1129(b) of the Bankruptcy Code are met with respect to the Rejecting Classes, and the Plan may be confirmed notwithstanding the deemed rejection by the Rejecting Classes.

OO. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in these cases, and accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

PP. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

QQ. Small Business Case (11 U.S.C. § 1129(e)). None of the Chapter 11 Cases are "small business case[s]," as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

ADDITIONAL FINDINGS

RR. Good-Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court in these Chapter 11 Cases, the Epiq Declaration, and the Ballot Report, the Debtors have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation.

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

TT. Implementation. All documents necessary to implement the Plan, including all other relevant and necessary documents have been negotiated in good faith and at arms-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

UU. Good Faith of the Debtors. The Debtors, and all of their respective current directors, managers, officers, members, equity holders, employees, agents, financial advisors, partners, attorneys, other professional advisors (including, but not limited to, the Chief Restructuring Officer) and representatives (i) have acted in good faith in negotiating, formulating, and proposing the Plan and agreements, compromises, settlements, transactions and transfers contemplated thereby, and (ii) will be acting in good faith in proceeding to (a) consummate the Plan and the agreements, compromises, settlements, transactions, and transfers contemplated thereby and (b) take the actions authorized and directed or contemplated by this Order.

VV. Executory Contracts and Unexpired Leases. The Debtors have satisfied the provisions of section 365 of the Bankruptcy Code with respect to the rejection of executory contracts and unexpired leases pursuant to Article VIII of the Plan.

WW. Vesting of Assets. Except as provided in the Plan, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors shall vest in the Winddown Estates free and clear of all Claims, Liens, liabilities, encumbrances, charges and other interests, including, without limitation, any and all claims, liens, encumbrances and any and all right, title, and interests related thereto of governmental entities relating to any tax liabilities or similar liabilities. Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law.

XX. Injunction, Exculpation, and Mutual Release. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the injunction, exculpation, and the mutual, consensual releases set forth in Article XI of the Plan, because, *inter alia*, these provisions are an integral part of the Debtors' liquidating plan. Moreover, the approval of the injunctions, exculpations, and mutual release set forth in Article XI of the Plan are core matters under section 157 of title 28 of the United States Code because, *inter alia*, these provisions arise in the context of confirmation of the Plan and are integral parts of the Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunction and approval of the consensual, mutual releases set forth in Article XI of the Plan if, as has been established here based upon the record in the Chapter 11 Cases, the Disclosure Statement, and the Bonaviri Declaration, such provisions (i) were integral to the agreement among the various parties in interest and are important and necessary to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Debtors' estates and creditors, (iii) are fair and reasonable, and (iv) are in the best interests of the Debtors, their estates, and parties in interest. Further, the mutual release and exculpation provisions in the Plan are subject to certain carve-outs that do not relieve any party of, among other things, liability for an act or omission to the extent such act or omission is determined by a final order by a court of competent jurisdiction to have constituted willful misconduct or gross negligence. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the mutual releases, exculpations, and injunctions set forth in Article XI of the Plan and implemented by this Order are fair, equitable, reasonable, and in the best interests of the Debtors and their estates, creditors and equity holders. The failure to include such provisions would seriously impair the Debtors' ability to confirm a consensual Plan in these Chapter 11 Cases. Accordingly, this Court finds that the mutual releases, exculpations, and injunctions set forth in Article XI of the Plan are consistent with the Bankruptcy Code and applicable law.

YY. Preservation of Causes of Action. It is in the best interests of the Debtors and their creditors and holders of Equity Interests that the Debtors preserve the Causes of Action as set forth in the Plan.

CONCLUSIONS OF LAW

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Adequate Information. The Disclosure Statement (i) contains "adequate information" (as such term is defined in section 1125(a)(1)) with respect to the Debtors, the Plan and the transactions contemplated therein, and (ii) is approved on a final basis.

2. Confirmation. All requirements for confirmation of the Plan have been satisfied. Accordingly, the Plan in its entirety, as modified by this Order, is **CONFIRMED** pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan are incorporated by reference into, and are an integral part of, this Order.

3. Objections. All parties have had a full and fair opportunity to litigate all issues raised by the informal objections, or which might have been raised, and the informal objections have been fully and fairly litigated. All objections (informal or otherwise), responses, statements, and comments in opposition to the Plan, other than those resolved on the record of the Confirmation Hearing and/or herein, are overruled for the reasons stated on the record.

4. Findings of Fact and Conclusions of Law. The findings of fact and the conclusions of law stated in the Confirmation Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the proceeding by Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

5. Plan Documents. The Plan, and any amendments, modifications, and supplements thereto, and any other documents and agreements provided by the Debtors in support of confirmation of the Plan (including all exhibits and attachments thereto and documents referred to therein) (collectively, the "Plan Documents"), and the execution, delivery, and performance thereof by the Debtors or Plan Administrator, as the case may be, are authorized and approved when they are finalized, executed and delivered, and are integral to, part of and are incorporated by reference into the Plan. Without further order or authorization of this Court, the Debtors and the Plan Administrator, and their successors, are authorized and empowered to make all modifications to all Plan Documents that are consistent with the Plan. Execution versions of the documents comprising the Plan Documents shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all liens and security interests purported to be created thereby.

6. Solicitation and Notice. Notice of the Confirmation Hearing complied with the terms of the Conditional Approval Order, was appropriate and satisfactory based on the circumstances of these Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. The solicitation of

votes on the Plan and the Solicitation Materials complied with the solicitation procedures in the Conditional Approval Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. Notice of the Plan, and all related documents, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules.

7. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan be approved and confirmed in its entirety.

8. Plan Classification Controlling. The classifications of Claims and Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classification set forth on the Ballots tendered or returned by the Debtors' creditors in connection with voting on the Plan were set forth on the Ballots solely for purposes of voting to accept or reject the Plan.

9. Binding Effect. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, upon entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Plan shall bind (i) any holder of a Claim against or Equity Interest in the Debtors and their respective successors and assigns, whether or not such Claim or Equity Interest of such holder is impaired under the Plan and whether or not such holder has accepted the Plan, (ii) any and all non-debtor parties to assumed executory contracts and unexpired leases with the Debtors, (iii) those parties who provided informal objections to the

Plan, (iv) every other party in interest in these Chapter 11 Cases, and (v) all parties receiving property under the Plan, and their respective heirs, executors, administrators, successors, or assigns.

10. Post-Effective Date Corporate Governance of the Debtors. Pursuant to and in accordance with Article VI of the Plan, on and after the Effective Date, but subject to the terms of the Plan and the Plan Administrator Agreement, (a) the Plan Administrator, in substitution for the management and the board of managers of the Debtors, shall be authorized and empowered, without action of the Debtors' respective members, or boards of managers, or managers (if any), to take any and all such actions as the Plan Administrator may determine are necessary or appropriate in the Plan Administrator's business judgment to implement, effectuate, consummate and perform any and all actions, documents, or transactions contemplated by the Plan or the Confirmation Order as reasonably required to implement the Plan and wind up the Debtors, and (b) the Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to the board of managers of the Debtors existing immediately prior to the Effective Date. In addition, as of the Effective Date or as soon as practicable thereafter and without the need for any further action by this Court or any other court or governmental unit, the Plan Administrator may, pursuant to and in accordance with the Plan and the Plan Administrator Agreement, engage in any other transaction in furtherance of the Plan.

11. The Causes of Action. On the Effective Date, all Causes of Action shall vest in the Winddown Estates free and clear of all Claims, Liens, liabilities, encumbrances, charges and other interests subject only to the distributions to be made on Allowed Claims of the holders of Allowed Claims as set forth in the Plan. Pursuant to section 1123(b)(5) of the Bankruptcy Code, the Plan Administrator shall be the representative of the Winddown Estates and may prosecute,

settle, compromise or dismiss any Causes of Action. Any attorney-client, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) shall vest in the Plan Administrator, as representative of the Winddown Estates.

12. Distributions Under the Plan. All distributions under the Plan shall be made in accordance with Article VII of the Plan and such methods of distribution are approved.

13. Disputed Claims. The provisions of Article VIII of the Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are approved. In connection with distributions on account of Administrative Claims, Priority Tax Claims, Other Priority Claims, and General Unsecured Claims, distributions on account of such Disputed Claims shall be made in accordance with Articles III, VII and VIII of the Plan to the extent any such Disputed Claim becomes Allowed.

14. Treatment is in Full Satisfaction. All distributions under the Plan shall be made in accordance with the Plan. The treatment set forth in the Plan is in full satisfaction of the legal, contractual and equitable rights (including any liens) that each entity holding a Claim or Equity Interest may have in or against the Debtors, the Estates, or their respective property. This treatment supersedes and replaces any agreements or rights those entities may have in or against the Debtors, the Estates, or their respective property.

15. Approval of Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). On the Effective Date, except as otherwise provided in the Plan, each Executory Contract not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract: (i) is identified for assumption in the Plan Supplement; (ii) as of the

Effective Date is subject to a pending motion to assume such Executory Contract; (iii) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; or (iv) is a D&O Policy.

16. Bar Date for Filing Proofs of Claim Relating to Executory Contacts and Unexpired Leases Rejected Pursuant to the Plan. **Claims created by the rejection of executory contracts or unexpired leases (including, without limitation, the rejection provided in Article IX of the Plan) or the expiration or termination of any executory contract or unexpired lease prior to the Confirmation Date must be filed with the Bankruptcy Court and served on the Debtors and Plan Administrator no later than thirty (30) days after: (a) *the Confirmation Date*, with respect to any executory contract or unexpired lease that was terminated or expired by its own terms prior to the Confirmation Date (and is not subject to a prior order of the Court), (b) *the date of the entry of any order of the Bankruptcy Court authorizing rejection*, with respect to any executory contract or unexpired lease rejected by the Debtors, or (c) *the Effective Date*, with respect to any executory contract or unexpired lease that is deemed rejected pursuant to Article IX of the Plan. Any rejection claim for which a proof of claim is not filed and served within the time deadlines provided in the Plan and this Order will be forever barred from assertion and shall not be enforceable against the Debtors, their assets, properties, or interests in property.** Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as General Unsecured Claims in Class 6 under the Plan and shall be subject to the provisions of the Plan.

17. Vesting of Assets. Pursuant to Article IX.A of the Plan, upon the Effective Date, all property and assets of the Debtors shall vest in the Winddown Estates, free and clear of all

Claims, Liens, encumbrances, charges, and other interests, except as provided in the Plan, including, without limitation, any and all Claims, Liens, liabilities, encumbrances, charges and other interests and any and all right, title and interests related thereto of governmental entities relating to any tax liabilities or similar liabilities. Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law. From and after the Effective Date, the Plan Administrator may (subject to the terms of the Plan and this Order) use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code. Notwithstanding anything herein to the contrary, the liens granted or reaffirmed in the Final DIP Order shall continue to attach all accounts maintained by the Debtors or opened by the Plan Administrator on or after the Effective Date, upon the terms and conditions set forth in the Final DIP Order.

18. Title to Assets. Except as otherwise provided in the Plan, on the Effective Date, title to all assets and properties and interests in property dealt with by the Plan shall vest in the Winddown Estates free and clear of all Claims, Equity Interests, Encumbrances, and other interests, and this Order shall be a judicial determination of discharge of the liabilities of the Debtors arising prior to the Effective Date, except as may be otherwise provided in the Plan or in this Order.

19. Injunction. **Pursuant to Article XI.L. of the Plan, except as otherwise provided in the Plan, all Persons who have held, hold or may hold Claims or Equity Interests and all Persons who are subject to exculpation pursuant to Article XI.K. of the Plan, and all other parties in interest, along with their respective present or former employees, agents, officers, managers, directors, principals and Affiliates, are permanently**

enjoined, from and after the Effective Date, from (a) commencing, conducting or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Equity Interest, or such released or exculpated claim or cause of action, against the Debtors, the Plan Administrator, or any of their respective property or assets or any interest therein, (b) the enforcement, attachment, levying, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, the Plan Administrator or any of their respective property or assets or any interest therein, (c) creating, perfecting, or enforcing any Lien or encumbrance of any kind against the Debtors, the Plan Administrator or any of their respective property or assets or any interest therein, or (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Plan Administrator or against any of their respective property or assets, or any interest therein, with respect to any such Claim or Equity Interest, or such exculpated claim or cause of action. Such injunction extends to any successors of the Debtors, the Plan Administrator and their respective properties and interest in properties.

20. Nothing contained in this Confirmation Order constitutes or shall be construed to be inconsistent with the terms of the Transition Services Agreement, the Asset Purchase Agreement or any modification or amendment to the Transition Services Agreement or the Asset Purchase Agreement.

21. Injunction Against Interference with Plan. **Upon the entry of this Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, managers, directors, principals,**

and Affiliates shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

22. Terms of Injunction. Unless otherwise provided in this Order, all injunctions or stays arising under or entered during these Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, that are in existence on the Confirmation Date, other than injunctions issued pursuant to the Plan shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

23. Mutual Releases. The Plan does not contain any non-consensual third-party-releases. **Pursuant to Article XI.J. of the Plan, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties shall be deemed to have provided a full, complete, unconditional and irrevocable release to the other Released Parties, from any and all Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether accrued or unaccrued, whether known or unknown, foreseen or unforeseen, existing before the Effective Date, as of the Effective Date or arising thereafter, in law, at equity, whether for tort, contract, violations of statutes (including but not limited to the federal or state securities laws), or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtors, including, without limitation, those that any of the Debtors would have been legally entitled to assert or that any holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for or on behalf of any of the Debtors or the Estates, including those in any way related to the Chapter 11 Cases or the Plan; provided, however, that the foregoing release shall not prohibit the**

Debtors, the Estates or the Plan Administrator from asserting any and all defenses and counterclaims in respect of any Disputed Claim asserted by any Released Parties; provided further that nothing contained in the foregoing provision or elsewhere in the Plan or this Order shall be construed as a release of any claims against any Released Party resulting from an act or omission determined by a final order of a court of competent jurisdiction to have constituted willful misconduct or gross negligence, provided that each such Released Party shall be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, its actions or inactions. Notwithstanding anything contained herein to the contrary, nothing in the Plan or this Order shall release or be construed to release any claims held by Patterson Dental Supply, Inc. against Louis Hernandez Abreu as co-borrower to Patterson under contract number 736501 listing MB Medical Operations, LLC and Louis Hernandez Abreu as co-owners.

24. Exculpation. **To the extent permitted by section 1125(e) of the Bankruptcy Code, notwithstanding anything in the Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any Claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any claim in connection with or arising out of the administration of, the Chapter 11 Cases; the negotiation, formulation, preparation, and pursuit of the DIP Documents, the Asset Purchase Agreement, the Disclosure Statement, the Plan, and the solicitation of votes for, and confirmation of, the Plan; the funding and consummation of the Plan, and any related agreements, instruments, and other documents (in each case in furtherance of the foregoing); the occurrence of the Effective Date; negotiations regarding or concerning any**

of the foregoing; provided, however, that the Exculpation set forth in this Article XI.K. shall not release any person or entity from Claims resulting from an act or omission determined by a Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct or gross negligence; provided further, however, nothing in the Plan shall limit the liability of attorneys to their respective clients pursuant to Rule 4-1.8(h) of the Florida Rules of Professional Conduct. This Exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability.

25. Retention of Causes of Action/Reservation of Rights. Except as otherwise provided in the Plan, nothing contained in the Plan or this Order shall be deemed to be a waiver or the relinquishment of any rights or causes of action that the Debtors, the Winddown Estates or the Plan Administrator may have or which the Plan Administrator may choose to assert on behalf of the Winddown Estates under any provision of the Bankruptcy Code or any applicable nonbankruptcy law.

26. Nothing contained in the Plan or this Order shall be deemed to be a waiver or relinquishment of any claim, cause of action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Petition Date, against or with respect to any Claim. The Winddown Estates shall have, retain, reserve, and be entitled to assert all such claims, causes of action, rights of setoff, and other legal or equitable defenses which the Debtors had immediately prior to the Petition Date fully as if the Bankruptcy Cases had not been commenced, and all of the legal and equitable rights of the Winddown Estates respecting any Claim may be asserted by the Plan Administrator after the Confirmation Date to the same extent as if the Bankruptcy Cases had not been commenced.

27. Authorization to Consummate Plan Transactions. The Debtors and the Plan Administrator are authorized to consummate the transactions contemplated in the Plan and to enter into, execute and deliver all necessary documents, including those required in connection with the Plan.

28. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article X.A of the Plan have been satisfied or waived pursuant to Article X.B of the Plan.

29. Retention of Jurisdiction. Pursuant to Article XII of the Plan, this Court shall retain and have exclusive jurisdiction over any matter arising under the Bankruptcy Code and arising in or related to these Chapter 11 Cases or the Plan, to the fullest extent as is legally permissible.

30. Effectuating Documents and Further Transactions. The Debtors are authorized, without the need for any further order or authority, to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any notes or securities issued pursuant to the Plan. The Plan Administrator is authorized to execute all documents and enter into all agreements as may be necessary and appropriate in connection with the Plan.

31. Certain Filings and Reporting Requirements. After the Confirmation Date, the Debtors, unless otherwise specified herein, shall have no obligation to (a) provide any reports to any parties otherwise required under any orders entered in the Chapter 11 Cases or (b) file with the Bankruptcy Court or serve on any party reports that the Debtors were obligated to file under the Bankruptcy Code or a Bankruptcy Court order; provided that the Debtors or the Plan

Administrator, as applicable, will seek authority to close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules; and provided, further, that, notwithstanding the foregoing, the Debtors or the Plan Administrator, as applicable, shall timely file all required monthly operating reports and post-confirmation quarterly reports in a form prescribed by the U.S. Trustee until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first

32. Compliance with Tax Requirements. In connection with the Plan, the Plan Administrator will comply with all withholding and reporting requirements imposed by federal, state and local taxing authorities, and all distributions under the Plan shall be subject to such withholding and reporting requirements.

33. Modifications. Pursuant to Article XIII.E. of the Plan, the Debtors or the Plan Administrator, as the case may be, may amend or modify the Plan after the entry of this Order, upon order of the Bankruptcy Court, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. A holder of an Allowed Claim that has accepted the Plan shall be deemed to have accepted the Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder. The Plan, as altered, amended, or modified, must satisfy the conditions of sections 1122, 1123 and 1129 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. A holder of an Allowed Claim that has accepted the Plan shall be deemed to have accepted the Plan as altered, amended or modified if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder prior to the Effective Date, the Debtors may make appropriate technical adjustments and

modifications to the Plan, without further order or approval of this Court, provided that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Interests.

34. Modification of Definition of Administrative Expense Claims Bar Date. The defined term "Administrative Expense Claims Bar Date" is modified as follows (green underlined text reflects new text added to definition):

"Administrative Expense Claims Bar Date" means the first Business Day that is fourteen (14) calendar days following the Effective Date, except as otherwise set forth in the Plan, the Bar Date Order, or specifically ordered by the Bankruptcy Court.

35. Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date.

36. Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer, merger or consolidation under, in furtherance of, or in connection with the Plan, shall not be subject to any sales and use, stamp, real estate transfer, mortgage recording, or other similar tax. The Debtors and the Plan Administrator, as the case may be, are hereby authorized to deliver a notice of this Confirmation Order, with the Plan annexed, to any state or local recording officer, and such officer is hereby directed to accept for filing the above documents or instruments without charging any sales and use, stamp, real estate transfer, mortgage recording, or other similar tax. Such notice (a) shall have the effect of an Order of this Court, (b) shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers and (c) shall be a reasonable instrument notwithstanding any contrary provision of non-bankruptcy law. The

Bankruptcy Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

37. Governmental Approvals Not Required. This Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement and any amendments or modifications thereto.

38. Notice of Effective Date. As soon as practicable after the occurrence of the Effective Date, the Plan Administrator shall file notice of the occurrence of the Effective Date and shall serve a copy of same on all parties entitled to receive notice in these Chapter 11 Cases.

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

40. Reversal. If any of the provisions of this Order is hereafter reversed, modified or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to receipt of written notice of such order by the Debtors. Notwithstanding any such reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Order, the Plan, all documents relating to the Plan and any amendments or modifications to any of the foregoing.

41. Post-Confirmation Date/Pre-Effective Date Professional Fees and Expenses of the Professionals. From and after the Confirmation Date until the Effective Date, the Debtors, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, may pay the reasonable fees and expenses of Professionals incurred by such Professionals during such period in accordance with the *Order Granting Debtors' Motion for Order Establishing Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Professionals* (ECF No. 170) (the "Interim Compensation Order"); provided, however, that the Interim Compensation Order is hereby modified to provide for one hundred (100%) percent of reasonable fees and expenses during the period from after the Confirmation Date until the Effective Date.

42. Professionals Retained by Plan Administrator. The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his duties. The reasonable fees and expenses of such professionals shall be paid from the Winddown Assets upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court.

43. Conflicts Between Order and Plan. The provisions of the Plan and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; *provided, however*, that if there is determined to be any inconsistency between any Plan provision and any provision of this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern and any provision of this Order

shall be deemed a modification of the Plan and shall control and take precedence. The provisions of this Order are integrated with each other and are non-severable and mutually dependent.

44. Final Order; Waiver of Stay. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof. Any stay of this Order provided by any Bankruptcy Rule (including Bankruptcy Rule 3020(e)) is hereby waived, and this Order shall be effective and enforceable immediately upon its entry by the Court.

45. Post-Confirmation Status Conference. **The Court will conduct a post-confirmation status conference on April 30, 2025 at 11:00 a.m./p.m., C. Clyde Atkins United States Courthouse, 301 North Miami Avenue, Courtroom 7, Miami, Florida 33128**.

# # #

Submitted by:
Paul Steven Singerman, Esq.
Jordi Guso, Esq.
Christopher Andrew Jarvinen, Esq.
Clay Roberts, Esq.
Berger Singerman LLP
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

(*Attorney Singerman is directed to serve this order upon all non-registered users who have yet to appear electronically in this case and file a conforming certificate of service.*)