



**IT IS ORDERED as set forth below:**

**Date: April 5, 2013**

**Barbara Ellis-Monro  
U.S. Bankruptcy Court Judge**

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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**IN RE:** )  
 ) **CHAPTER 11**  
**LEE'S FAMOUS RECIPES, INC.,** )  
 ) **CASE NO. 11-68463-BEM**  
**Debtor.** )

**ORDER CONFIRMING SECOND AMENDED JOINT PLAN  
OF REORGANIZATION PROPOSED BY DEBTOR AND  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

THIS CAUSE came on for hearing on March 18, 2013, at 1:30 p.m. (the "**Hearing**"), to consider confirmation of the Second Amended Joint Plan of Reorganization Proposed By Debtor and Official Committee of Unsecured Creditors dated February 7, 2013 (as amended at or before the Hearing, the "**Joint Plan**") and any objections thereto. In the event of any conflict between the Joint Plan and this Order (the "**Confirmation Order**"), the terms of this Confirmation Order shall be controlling. The Joint Plan, as modified by this Confirmation Order, shall be referred to herein as the "Plan." By Order entered February 7, 2013 (the "**Order Approving Disclosure**

**Statement**”), the Disclosure Statement For Second Amended Joint Plan of Reorganization Proposed by Debtor and the Official Committee of Unsecured Creditors (the “**Disclosure Statement**”) was approved. All creditors and parties-in-interest were given proper notice of the Hearing and the deadline of 5:00 p.m. (Eastern) on March 13, 2013, for filing (1) ballots accepting or rejecting the Plan and (2) any objections to confirmation of the Plan. Any capitalized terms in this Confirmation Order not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

Present at the Hearing were J. Robert Williamson and Ashley R. Ray, counsel for the Debtor; Philip J. Bryce, special tax counsel for the Debtor; Henry F. Sewell, Jr., counsel for the Official Committee of Unsecured Creditors (the “**Committee**”); Charles L. Cooper, Jr. the Debtor’s President; David Wender, counsel for Coastal Bank & Trust (“**Coastal**”); James H. Morawetz, counsel for the U.S. Trustee; Mark Duedall, counsel for Robert Trauner (the “**FRCO Trustee**”), as Chapter 7 Trustee for the bankruptcy estate of Famous Recipe Company Operations, LLC (“**FRCO**”); John Christy, counsel for Customized Distribution, LLC (“**CDI**”); and Byron Starcher, counsel for John Tsern, LFR Nevada, 2430 McAlpine LLC and Park Meadows and Merchants LLC (collectively, the “**Tsern Entities**”). Objections to the Plan were filed by the United States Trustee (the “**UST Objection**”), the FRCO Trustee (the “**FRCO Objection**”), and the Tsern Entities (the “**Tsern Objection**”; collectively, the “**Objections**”). No other objections were filed or asserted at the Hearing.

At the Hearing, the Court heard argument of counsel, and the Debtor proffered the testimony of Mr. Cooper, the President of the Debtor, which was admitted without objection. Additionally, the Debtor offered in support of confirmation of the Plan the following items filed

on March 15, 2013: (i) the Memorandum of Law in Support of Confirmation of the Second Amended Joint Plan of Reorganization and In Opposition to Objections; and (ii) a Report of Balloting. The Report of Balloting was admitted into evidence, without prejudice to the Tsern Objection.

The Court, having considered statements of counsel at the Hearing and all evidence of record, and being otherwise duly advised of the premises, makes the following findings of fact and conclusions of law:

1. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(L). This matter arises under the United States Bankruptcy Code (the “**Bankruptcy Code**”), and jurisdiction is vested in this Court to enter a final order by virtue of 28 U.S.C. § 1334(a) and (b) and 28 U.S.C. §§157(a) and (b)(1). These findings of fact and conclusions of law are being entered under Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).
2. After notice and a hearing in accordance with Bankruptcy Rule 3017, the Disclosure Statement was approved as set forth in the Order Approving Disclosure Statement entered by this Court on February 7, 2013 as containing adequate information pursuant to Section 1125 of the Bankruptcy Code.
3. The Debtor properly caused copies of the Plan, the Disclosure Statement, the Ballot or Notification of Non-Voting Status and the Order Approving Disclosure Statement (which included notice of the time for filing acceptances or rejections of the Plan, notice of the time for filing any objections to confirmation of the Plan, and notice of the Hearing) to be transmitted to the Office of the United States Trustee, holders of Claims and other parties in interest in accordance with the Order Approving Disclosure Statement and the Order Granting Motion for

an Order Approving Solicitation Procedures and Form of Solicitation Materials and Rule 3017 of the Bankruptcy Rules.

4. Under the Plan, on the Effective Date, (a) all Property of the Debtor and its Estate except the Excluded Assets (the “**Purchased Assets**”), shall be transferred to New Lee’s, free and clear of all Liens and claims other than liabilities expressly assumed under the Plan, (b) all Assumed Contracts shall be assumed by the Debtor and assigned to New Lee’s, free and clear of all liens and claims, and (c) New Lee’s shall deliver to the Liquidating Trust the New Lee’s Note, the New Lee’s Assumption Agreement, and the New Lee’s Creditor Equity Interests.

5. New Lee’s is a start-up limited liability company newly formed under Florida law. The sale to New Lee’s of the Purchased Assets free and clear of all Liens and liabilities includes, but is not limited to, a sale free and clear of any claims of successor liability, including but not limited to wage and hourly employee claims, products liability claims, employee benefit claims, health care related claims, and any environmental claims or injunctions relating to or resulting from any pre-existing condition. New Lee’s is not a successor, spin-off, affiliate or subsidiary of the Debtor or the Estate.

6. In accordance with Section 365 of the Bankruptcy Code, the Court finds adequate assurance of future performance of each of the Assigned Contracts by New Lee’s with respect to all nondebtor parties under the Assumed Contracts.

7. On March 18, 2013, the Committee filed a Notice of Proposed Appointments of Liquidating Trustee and Beneficiaries Committee pursuant to the proposed Plan (the “**Appointment Notice**”). In the Appointment Notice, the Committee provided notice of its intent on or before the Effective Date to appoint under the Plan (a) S. Gregory Hays, of Hays Financial

Consulting, LLC, as Liquidating Trustee and (b) Stephen K. Rush, Barry Raskin, and Chris Allison, as the initial members of the Beneficiaries Committee. Said appointments are authorized under the Plan and are consistent with the best interests of creditors and the Estate.

8. **Plan Complies With Bankruptcy Code (Section 1129(a)(1)).**

The Plan complies with the applicable provisions of the Bankruptcy Code as required by Section 1129 (a)(1) thereof.

9. **Proper Classification (Sections 1122 and 1123(a)(1)).**

The classification of Claims and Interests under the Plan complies with the Section 1122 of the Bankruptcy Code. Each Claim and Interest placed in a particular Class pursuant to the Plan is substantially similar to the other Claims or Interests, as the case may be, in such Class.

10. **Unimpaired Classes (Section 1123(a)(2)).**

Claims classified in Classes 1, 2, and 9 are not impaired under the Plan, and the Plan so specifies.

11. **Treatment of Impaired Classes (Section 1123(a)(3)).**

Claims or Interests classified in Classes 3, 4, 5, 6, 7, 8 and 10 are impaired, as specified in the Plan, and the Plan specifies the treatment of such impaired Classes of Claims or Interests in Article 5 of the Plan.

12. **No Discrimination (Section 1123(a)(4)).**

The Plan provides for the same treatment of each Claim or Interest in a particular Class, unless a holder of a Claim or Interest in such Class agrees to a less favorable treatment.

13. **Implementation of the Plan (Section 1123(a)(5)).**

The Plan provides adequate means for the Plan's implementation, as set forth in Article 7 of the Plan.

14. **The Debtor's Charter Provisions (Section 1123(a)(6)).**

As of the Effective Date, the Debtor's organizational documents shall be deemed to be amended to prohibit the issuance of non-voting equity securities.

15. **Selection of Corporate Officers (Section 1123(a)(7)).**

The Plan contains only provisions that are consistent with the interests of the creditors and equity security holders and with public policy with respect to the manner of selection of the Liquidating Trustee and any successor to act as the sole officer and director of the Reorganized Debtor and the Liquidating Trust.

16. **As Proponents of the Plan, the Debtor and the Committee Have Complied With the Bankruptcy Code Section 1129(a)(2).**

As proponents of the Plan, the Debtor and the Committee have complied with the applicable provisions of the Bankruptcy Code.

17. **Plan Proposed in Good Faith (Section 1129(a)(3)).**

The Plan has been proposed in good faith and not by any means forbidden by law.

18. **Payments of Costs and Expenses (Section 1129(a)(4)).**

Any payment made or to be made pursuant to the Plan for services or costs and expenses incurred in or in connection with the Bankruptcy Case prior to the Confirmation Date has been approved by, or will be subject to the approval of, the Court.

19. **Identity of Principal Officers (Section 1129(a)(5)).**

The Debtor has disclosed the identity and affiliation of any individuals proposed to serve as the principal officers for the Debtor or the Estate after confirmation of the Plan, as required by Section 1129(a)(5) of the Bankruptcy Code. The service of the principal officers pursuant to the terms set forth in the Plan is consistent with the interests of the creditors and equity security holders and with public policy.

20. **No Rate Change (Section 1129(a)(6)).**

No rate changes are provided for in the Plan that would require governmental regulatory approval.

21. **Best Interests of Creditors (Section 1129(a)(7)).**

The Plan meets the “best interest of creditors” test because, with respect to each impaired Class of Claims or Interests, each holder of a Claim or Interest in an impaired Class will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtor was to be liquidated under Chapter 7 of the Bankruptcy Code on the Effective Date of the Plan.

22. **Acceptance of Plan (Section 1129(a)(8)).**

Holders of Claims in Classes 1, 2 and 9 are unimpaired, within the meaning of Section 1124 of the Bankruptcy Code, and are conclusively presumed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code. Classes 3, 4, 6 and 8 voted unanimously to accept the Plan. Class 10 is not entitled to vote and is deemed to have rejected the Plan. No Creditors voted in Class 7, and it does not appear there will be any Creditors with Allowed Claims in

Class 7. Therefore, under the terms of the Plan that Class is deemed to be deleted. LFR Nevada did not vote its Allowed Class 5 Claim. The Tsern Settlement Agreement provides that LFR Nevada shall be deemed to have accepted the Plan, so long as the Plan does not unfairly discriminate against the Allowed Secured Claim of LFR Nevada. In the Tsern Objection, LFR Nevada asserted that the Plan unfairly discriminated against its Allowed Secured Claim. For the reasons stated by the Court on the record at the Hearing, the Court finds that the Plan does not unfairly discriminate against the Allowed Secured Claim of LFR Nevada. Accordingly, the Tsern Objection is overruled, and LFR Nevada is deemed to have accepted the Plan with respect to its Class 5 Claim.

23. **Treatment of Administrative Expense and Priority Tax Claims (Section 1129(a)(9)).**

Except as otherwise provided in §3.05 of the Plan, on or before the later to occur of the Effective Date or entry of a Final Order Allowing the Claim, each Holder of an Allowed Administrative Expense Claim (other than Postpetition Trade Claims) shall be paid by the Debtor from the Postconfirmation Distribution Fund an amount, in Cash, equal to the Allowed Amount of its Administrative Expense Claim, in accordance with Section 1129(a)(9)(A) of the Bankruptcy Code. Notwithstanding the foregoing, each Holder of an Allowed Administrative Expense Claim may be paid (a) on such other terms as may be agreed upon by the Holder of such Allowed Administrative Expense Claim and the Debtor or (b) as otherwise ordered by a Final Order of the Bankruptcy Court.

On the Effective Date, the Liquidating Trust shall assume the obligation to pay any Allowed Priority Tax Claim in accordance with this Plan, and neither the Debtor nor New Lee's shall be liable for payment of any Allowed Priority Tax Claim. Except as otherwise provided in



Section 5.07 of the Plan, each Holder of an Allowed Priority Tax Claim shall receive on account of such Allowed Priority Tax Claim regular quarterly installment payments in Cash from the Liquidating Trust in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code. Holders of Allowed Priority Tax Claims shall receive interest on account of their Allowed Priority Tax Claims at the Section 6621 Interest Rate; provided, however, that if the Holder of such Allowed Priority Tax Claim is a city, county or state, such Holder shall receive interest on account of its Allowed Priority Tax Claim at the applicable statutory rate under state law. Notwithstanding the foregoing, each Holder of an Allowed Priority Tax Claim may be paid by the Liquidating Trust (a) on such other terms as may be agreed upon by the Holder of such Allowed Priority Tax Claim and the Liquidating Trustee or (b) as otherwise ordered by a Final Order of the Bankruptcy Court. Each holder of a Priority Tax Claim shall credit toward said Claim, dollar-for-dollar, any payment of any part of said Claim to the extent the same is paid by some third-party. Except as otherwise provided in Section 5.07 of the Plan, the Liquidating Trust may prepay in whole or part any Priority Tax Claim at any time, without interest or penalty, at which time such Allowed Priority Tax Claim shall not be entitled to any further distributions from the Liquidating Trust.

24. **At Least One Impaired Class Accepted the Plan (Section 1129(a)(10)).**

Classes 3, 4, 5, and 8 which are impaired Classes under the Plan, have accepted the Plan, without including any acceptance of the Plan by any insider of the Debtor.

25. **Feasibility (Section 1129(a)(11)).**

The Plan itself provides for the liquidation of the Debtor's Property, including by sale and transfer to New Lee's free and clear of Liens as provided in the Plan, and payment of Distributions to Creditors by the Liquidating Trustee from the Liquidation Proceeds.

26. **United States Trustee Fees (Section 1129(2)(12)).**

All fees due and payable under 29 U.S.C. § 1930 will be paid by the Debtor in accordance with Article 3, Section 3.03 of the Plan.

27. **Retiree Benefits (Section 1129(a)(13)).**

The Debtor does not have any obligation to pay retiree benefits, as defined in Section 1114(a) of the Bankruptcy Code; therefore, Section 1129(a)(13) is not applicable.

28. **Cramdown (Section 1129(b)).**

The holders of Claims in Classes 3, 4, 5, 6 and 8 have accepted the Plan. Class 7 is deemed automatically deleted pursuant to Article 4, Section 4.07. Holders of Interests in Class 10 were not entitled to vote, and Class 10 is deemed to have rejected the Plan. No holders of any interests junior to the Interests in Class 10 will receive or retain any property under the Plan, and the Plan otherwise satisfies the requirements for confirmation under Section 1129(b) of the Bankruptcy Code with respect to Class 10.

29. **Transfer Instruments (Section 1146).**

With respect to the making or delivery of any deed, bill of sale, assignment or any other instrument of transfer under, in furtherance of, or in connection with confirmed Plan, including, without limitation, any deeds or bills of sale or assignments executed in connection with or pursuant to the Plan, such transactions shall not be subject to any stamp, real estate transfer,

mortgage recording, sales and use, or other similar tax in accordance with Section 1146 of the Bankruptcy Code.

Accordingly, the Court finds that all applicable provisions of the Bankruptcy Code for confirmation of the Plan have been satisfied. Therefore, it is hereby ORDERED, ADJUDGED AND DECREED that the Plan be, and the same hereby is, confirmed, as set forth herein. It is further

ORDERED, ADJUDGED AND DECREED that any objections to confirmation of the Plan that were not withdrawn, resolved by separate Order, or resolved by this Confirmation Order are hereby expressly overruled. It is further

ORDERED, ADJUDGED AND DECREED that the UST Objection is overruled, as set forth herein. Following the Effective Date quarterly fees payable by the Liquidating Trust under 28 U.S.C. § 1930 and the Plan shall be calculated based solely on disbursements made by the Debtor or the Liquidating Trust, including, without limitation, Distributions to Creditors from the Liquidating Trust. No operating expenses or other disbursements of New Lee's shall be considered in making such calculation; provided, however, that (a) on or before the Effective Date the chief executive officer of the Debtor shall prepare and certify to the best of their knowledge a list of all unpaid Postpetition Trade Claims to be assumed by New Lee's, and (b) on or about the ninetieth day following the Effective Date the chief executive officer of New Lee's shall prepare and certify to the best of their knowledge a list of any additional Postpetition Trade Claims assumed by New Lee's under the Plan which were not identified on the list certified on or before the Effective Date. A copy of the foregoing lists shall be delivered to the Liquidating Trustee and the U.S. Trustee, and such Postpetition Trade Claims shall be treated as

disbursements of the Debtor as of the date such lists are certified for purposes of calculating quarterly fees due to the United States Trustee regardless of when such Postpetition Trade Claims are actually paid. It is further

ORDERED, ADJUDGED AND DECREED that, the appointments by the Committee on or before the Effective Date of (a) S. Gregory Hays, as Liquidating Trustee under the Plan, and (b) Stephen K. Rush, Barry Raskin, and Chris Allison, as the initial Beneficiaries Committee under the Plan, are approved in all respects, and said persons shall be authorized to act in such capacities pursuant to the Plan. It is further

ORDERED, ADJUDGED AND DECREED that, the Debtor, Reorganized Debtor, the Liquidating Trustee, and all parties-in-interest, and their respective agents, attorneys, officers, directors, employees, successors and assigns, are authorized and directed to take all such steps and to perform all such actions as are necessary, desirable or appropriate to carry out and give effect to the Plan. All Plan Documents, as amended prior to the Effective Date, including, without limitation, the New Lee's Organizational Documents, the New Lee's Note, the New Lee's Assumption Agreement, and the Liquidating Trust Agreement, are approved in all respects. The parties are authorized to executed and deliver on and after the Effective Date all Plan Documents as set forth in the Plan. It is further

ORDERED, ADJUDGED AND DECREED that, from and after the Effective Date, the Liquidating Trustee shall have the exclusive authority to, and shall, file, settle, compromise, withdraw, or litigate to judgment all objections to Claims. As of the Effective Date, the Liquidating Trustee shall be deemed to be substituted for the Debtor, and succeed to all rights and defenses of the Debtor, with respect to any objections to Claims which have not been finally

resolved prior to the Effective Date. Except as to any late-filed Claims and Claims resulting from the rejection of executory contracts or unexpired leases, if any, all objections to Claims shall be filed with the Bankruptcy Court no later than ninety (90) days following the Effective Date (unless such period is extended by the Bankruptcy Court upon motion of the Debtor or the Liquidating Trustee pursuant to the Plan). Objections to late-filed Claims and Claims resulting from the rejection of executory contracts or unexpired leases shall be filed on the later of (a) ninety (90) days following the Effective Date or (b) sixty (60) days after the Debtor or Liquidating Trustee receives actual notice of the filing of such Claim. It is further

ORDERED, ADJUDGED AND DECREED that, the entry of this Confirmation Order, subject to and upon the occurrence of the Effective Date, constitutes (a) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the Executory Contracts and Unexpired Leases by the Debtor and assignment to New Lee's pursuant to the Plan, and (b) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the Executory Contracts and Unexpired Leases rejected pursuant to Section 7.01 of the Plan. The assumption and assignment to New Lee's by the Debtor of an Assumed Contract shall be binding upon any and all parties to such Assumed Contract as a matter of law, and each such Assumed Contract shall be fully enforceable by New Lee's in accordance with its terms, except as modified by the provisions of the Plan or an order of this Court. It is further

ORDERED, ADJUDGED AND DECREED that **any individual or entity wishing to file a proof of claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the terms of the Plan must file the Claim with the Clerk of the Court**

**within thirty (30) days of the date of this Confirmation Order or the Claim shall be forever barred, unless otherwise ordered by the Court.** It is further

ORDERED, ADJUDGED AND DECREED that, except as otherwise expressly provided in the Plan or this Confirmation Order, this Confirmation Order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the Effective Date, of any and all Debts of, and Claims of any nature whatsoever against the Debtor that arose at any time prior to the Confirmation Date, including any and all Claims for principal and interest, whether accrued before, on or after the Petition Date. Without limiting the generality of the foregoing, except as expressly set forth in the Plan, on the Effective Date, the Debtor, the Estate, and their respective successors or assigns, including, without limitation, New Lee's and the Liquidating Trust, will be discharged from any Claim or Debt that arose prior to the Confirmation Date and from any and all Debts of the kind specified in Section 502(g), 502(h), or 502(i) of the Bankruptcy Code, regardless of whether (a) a Proof of Claim based on such Debt was filed pursuant to Section 501 of the Bankruptcy Code, (b) a Claim based on such Debt is an Allowed Claim pursuant to Section 502 of the Bankruptcy Code, or (c) the Holder of a Claim based on such Debt has voted to accept the Plan. It is further

ORDERED, ADJUDGED AND DECREED that, the provisions of the Plan and this Confirmation Order hereby are made binding upon, and inure to the benefit of, the Debtor, the Estate, the Reorganized Debtor, the Liquidating Trustee, the holders of Claims, the holders of Interests, all other parties in interest in the Bankruptcy Case, and their respective successors and assigns, whether or not any Claims or Interests are impaired under the Plan and whether or not

any such holder of a Claim or Interest has filed, or is deemed to have filed, a proof of Claim or proof of Interest and whether or not any such holder has accepted the Plan. It is further

ORDERED, ADJUDGED AND DECREED that, as of the Effective Date, except as otherwise expressly provided in the Plan or in this Confirmation Order, all Persons and Entities, including all Holders of a Claim, are forever precluded and permanently enjoined to the fullest extent permitted by applicable law from asserting directly or indirectly against the Debtor, the Estate, or any of their respective successors and assigns, or the assets or Property of any of them, any other or further Claims, Debts, rights, causes of action, remedies, Liabilities, or anything based upon any act, omission, document, instrument, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or that occurs in connection with implementation of the Plan. It is further

ORDERED, ADJUDGED AND DECREED that, as of the Effective Date, except as otherwise expressly provided in the Plan or in this Confirmation Order, all Persons or Entities that have held, currently hold or may hold a Claim, Debt, or Liability that is discharged or terminated pursuant to the terms of the Plan are permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged or terminated Claims, Debts, or Liabilities, other than actions brought to enforce any rights or obligations under the Plan or the Plan Documents: (a) commencing or continuing in any manner any action or other proceeding against the Debtor, the Estate, the Liquidating Trust, or their respective property; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtor, the Estate, the Liquidating Trust or their respective property; (c) creating, perfecting or enforcing any Lien or encumbrance against the

Debtor, the Estate, the Liquidating Trust, or their respective property; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor, the Estate, or the Liquidating Trust; (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order; or (f) interfering with or in any manner whatsoever disturbing the rights and remedies of the Debtor, the Estate or the Liquidating Trust, or New Lee's under the Plan and the Plan Documents and the other documents executed in connection therewith. It is further

ORDERED, ADJUDGED AND DECREED that the provisions of the Plan regarding Exculpation of Liability (Section 11.03) and Releases (Section 11.04) are hereby approved in all respects. Notwithstanding the foregoing, nothing in this Confirmation Order or the Plan, including Sections 11.01, 11.02, 11.03, and 11.04 of the Plan, shall have any effect on any Claims of the bankruptcy estate of Famous Recipe Company Operations, LLC (the "**FRCO Claims**") against Charles Cooper, Jeffrey Miller, John Tsern, Mission Partners Crestview, LLC, or Gary Bryant (the "**FRCO Defendants**"), provided, however, that no FRCO Claims shall be permitted or allowed against the FRCO Defendants arising from any duties they performed for the Lee's bankruptcy estate or in conjunction with the negotiation, formulation, and obtaining confirmation of the Joint Plan. It is further

ORDERED, ADJUDGED AND DECREED that this Court will retain jurisdiction under the Plan to the fullest extent permitted under applicable law. It is further

ORDERED, ADJUDGED AND DECREED that the requirement of Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of 14 days after entry of the



order is hereby waived. Subject to the occurrence or waiver of conditions precedent to the Effective Date as set forth in Article 10 of the Plan, this Confirmation Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062.

**[END OF DOCUMENT]**

Prepared and presented by:

SCROGGINS & WILLIAMSON

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