UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re: WELLMADE FLOOR COVERINGS INTERNATIONAL, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 25-58764 (Jointly Administered) **Related to Docket Nos. 385, 464, 463, 477**

NOTICE OF FILING PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE AMENDED DISCLOSURE STATEMENT FOR DEBTORS' CHAPTER 11 PLAN ON A FINAL BASIS AND (II) CONFIRMING DEBTORS' CHAPTER 11 PLAN

PLEASE TAKE NOTICE THAT on June 1, 2026, the above-captioned debtors and debtors-in-possession (the "Debtors") filed the *Debtors' Chapter 11 Plan* [Docket No. 385] (together with all exhibits thereto and as may be amended, supplemented, or otherwise modified from time to time, the "Plan") and the *Disclosure Statement for Debtors' Chapter 11 Plan* [Docket No. 386] with the United States Bankruptcy Court for the Northern District of Georgia (the "Court").[2]

PLEASE TAKE FURTHER NOTICE THAT on July 22, 2026, the Debtors filed the *Amended Disclosure Statement for Debtors' Chapter 11 Plan* [Docket No. 464] (as may be further amended, modified, or supplemented from time to time, the "Disclosure Statement").

PLEASE TAKE FURTHER NOTICE THAT on July 22, 2026, the Court entered an order [Docket No. 463] (the "Solicitation Procedures Order") that, among other things, (a) approved on an interim basis the Disclosure Statement as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") subject to final approval at the hearing to consider final approval of the Disclosure Statement and confirmation of the Plan currently scheduled for August 27, 2026 at 10:00 a.m. (the "Combined Hearing") and (b) authorized the Debtors to solicit acceptances for the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the proposed *Findings of Fact, Conclusions of Law, and Order (I) Approving the Amended Disclosure Statement*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

[2] Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Plan.

for the Debtors' Chapter 11 Plan on a Final Basis and (II) Confirming Debtors' Chapter 11 Plan, attached hereto as **Exhibit A** (the "Proposed Confirmation Order").

PLEASE TAKE FURTHER NOTICE that the Proposed Confirmation Order remains subject to ongoing review and negotiation among the Debtors and other parties in interest.

PLEASE TAKE FURTHER NOTICE that all documents filed in the above-captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at https://www.veritaglobal.net/Wellmade or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Atlanta Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court's website at http://ecf.ganb.uscourts.gov (registered users) or at http://pacer.psc.uscourts.gov (unregistered users). Further information may be obtained by using the "Submit an Inquiry" function at https://www.veritaglobal.net/Wellmade/inquiry.

Dated: August 24, 2026
Atlanta, Georgia

Respectfully submitted,
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Exhibit A

Proposed Confirmation Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re: WELLMADE FLOOR COVERINGS INTERNATIONAL, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 25-58764-SMS (Jointly Administered) **Re: Docket Nos. 385, 464, 465, 477**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE AMENDED DISCLOSURE STATEMENT FOR DEBTORS' CHAPTER 11 PLAN ON A FINAL BASIS AND (II) CONFIRMING DEBTORS' CHAPTER 11 PLAN

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), having:

a. commenced, on August 4, 2025 (the "Petition Date"), these chapter 11 cases (the "Cases") by filing voluntary petitions in the United States Bankruptcy Court

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

for the Northern District of Georgia (the "Court") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

b. obtained entry, on October 8, 2025, of the *Order (A) Approving the Private Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 220];

c. filed on November 12, 2025, the *Notice of Closing of Sale of Debtors' Assets and Repayment of DIP Obligation* [Docket No. 259];

d. filed on June 1, 2026, (i) the *Debtors' Chapter 11 Plan* [Docket No. 385] (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Plan");[2] and (ii) the *Disclosure Statement for Debtors' Chapter 11 Plan* [Docket No. 386];

e. filed on June 2, 2026, the *Debtors' Motion for Entry of an Order (A) Conditionally Approving the Disclosure Statement, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 387];

f. filed on July 22, 2026, the *Notice of Filing Second Modified Proposed Order (A) Conditionally Approving the Disclosure Statement, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 462];

g. obtained, on July 22, 2026, entry of the *Order (A) Conditionally Approving the Disclosure Statement, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Confirmation of the Plan and the Deadline for Filing Objections thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 463] (the "Solicitation Procedures Order"), which approves the Disclosure Statement on an interim basis, and approves the solicitation procedures (the "Solicitation Procedures") and related notices, forms, and ballots (collectively, the "Solicitation Packages");

h. filed on July 22, 2026, the *Amended Disclosure Statement for Debtors' Chapter 11 Plan* [Docket No. 464] (as may be amended, supplemented, or otherwise modified

[2] Capitalized terms used but not otherwise defined in this order (the "Order") shall have the meanings given to them in the Plan attached hereto as **Exhibit A**. The rules of interpretation set forth in Article I.B of the Plan shall apply to this Order.

from time to time, and including all exhibits and supplements thereto, the "Disclosure Statement");

i. caused the Solicitation Packages, notice of the hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "Combined Hearing") and deadline for objecting to confirmation of the Plan, notice of the Third-Party Release and process for opting out, and non-voting notices to be distributed in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Solicitation Procedures Order, as evidenced by, among other things, the *Certificate of Service* dated August 17, 2026 [Docket No. 482] and the *Supplemental Certificate of Service* dated August 18, 2026 [Docket No. 483] (together, the "Solicitation Affidavit");

j. filed on August 10, 2026, the *Notice of Filing of Plan Supplement* [Docket No. 477] (the "Plan Supplement"), and caused it to be distributed that same day as evidenced by the *Certificate of Service* [Docket No. 479] (the "Plan Supplement Affidavit");

k. filed on August 24, 2026, the *Declaration of Andres Estrada With Respect to Solicitation and the Tabulation of Ballots Cast on the Debtors' Chapter 11 Plan* [Docket No. 494] (the "Voting Report");

l. filed on August __, 2026, the *Debtors' Memorandum of Law in Support of Final Approval of the Disclosure Statement and Confirmation of Debtors' Chapter 11 Plan* [Docket No. __] (the "Confirmation Brief");

m. filed on August __, 2026, the *Declaration of David Baker in Support of Confirmation of the Debtors' Chapter 11 Plan* [Docket No. __] (the "Baker Declaration"); and

n. caused, among other pleadings, the Confirmation Brief and the Baker Declaration to be served to the parties listed in that certain *Certificate of Service* [Docket No. __] (the "Confirmation Materials Affidavit").

This Court having:

a. entered the Solicitation Procedures Order on July 22, 2026;

b. set August 20, 2026, at 4:00 p.m. (prevailing Eastern Time) (the "Voting and Plan Objection Deadline") as the deadline for voting on the Plan and deadline for filing objections to final approval of the Disclosure Statement and/or confirmation of the Plan;

c. set August 27, 2026, at 10:00 a.m. (prevailing Eastern Time) as the date and time for the commencement of the Combined Hearing to consider final approval of the Disclosure Statement and confirmation of the Plan in accordance with Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;

d. reviewed the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Brief, the Voting Report, the Baker Declaration, and all pleadings, exhibits, statements, responses, and comments regarding final approval of the Disclosure Statement and confirmation of the Plan ("Confirmation"), including all objections, statements, and reservations of rights filed by parties in interest on the docket of these Cases;

e. held the Combined Hearing;

f. heard the statements and arguments made by counsel in respect of final approval of the Disclosure Statement and Confirmation;

g. considered all oral representations, live testimony, written direct testimony, designated deposition testimony, exhibits, documents, filings, and other evidence presented at the Combined Hearing;

h. entered rulings on the record at the Combined Hearing;

i. overruled all objections to the Disclosure Statement, the Plan, and to Confirmation, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and

j. taken judicial notice of all papers and pleadings filed in these Cases.

NOW THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party-in-interest to object to the adequacy of the Disclosure Statement and confirmation of the Plan have been good and sufficient, and the legal and factual bases set forth in the documents filed in support of confirmation of the Plan, including the Confirmation Brief, the Voting Declaration, and the Baker Declaration, establish just cause for the relief granted herein, after due deliberation thereon and good cause appearing therefor, and the Court, having considered statements of counsel at the Combined Hearing and all evidence of record, including the Voting Declaration and the Baker Declaration, and for the reasons stated on the record at the Combined Hearing as supplemented hereby, the Court hereby FINDS, DETERMINES, AND CONCLUDES as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Jurisdiction and Venue

1. Final approval of the Disclosure Statement and Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. The Debtors have confirmed their consent, pursuant to Rule 7008, to the entry of a final order by the Court in accordance with the terms set forth herein to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

B. Eligibility for Relief

2. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code.

C. Commencement and Joint Administration of these Cases

3. On the Petition Date, the Debtors commenced these Cases. On August 6, 2025, the Court entered an order [Docket No. 25] authorizing the joint administration of these Cases in accordance with Bankruptcy Rule 1015(b). 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. No request for the appointment of a trustee or examiner has been made in these Cases.

D. Appointment of Creditors' Committee

4. On August 14, 2025, the U.S. Trustee appointed three members, which was later reduced to two members, to the Official Committee of Unsecured Creditors (the "Committee") to represent the interests of the unsecured creditors of the Debtors in these Cases [Docket No. 59].

E. Disclosure Statement and Plan

5. On July 22, 2026, the Court entered the Solicitation Procedures Order, which, among other things, (a) approved on an interim basis the Disclosure Statement as containing

"adequate information" pursuant to section 1125(a) of the Bankruptcy Code subject to final approval at the Combined Hearing and (b) authorized the Debtors to solicit acceptances for the Plan.

6. Pursuant to the Solicitation Procedures Order, on July 27, 2026, the Debtors caused the Solicitation Packages, notice of the Combined Hearing and deadline for objecting to confirmation of the Plan, notice of the Third-Party Release, and process for opting out, and non-voting notices to be distributed to creditors and parties in interest entitled to receive such Solicitation Packages and notices in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and the Complex Case Procedures.

F. Plan Supplement

7. The Plan Supplement complies with the terms of the Plan, and the Debtors provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and the facts and circumstances of these Cases. No other or further notice is or will be required with respect to the Plan Supplement.

G. Objections Overruled

8. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation of the Plan explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

H. Adequacy of the Disclosure Statement

9. The Disclosure Statement contains extensive material information regarding the Debtors so that parties entitled to vote on the Plan could make informed decisions regarding the Plan. Additionally, the Disclosure Statement contains "adequate information" as such term is

defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code with respect to the Debtors, the Plan, and the transactions contemplated therein.

I. Solicitation Procedures Order

10. On July 22, 2026, the Court entered the Solicitation Procedures Order, which, among other things, set the Voting and Objection Deadline and approved the Disclosure Statement on an interim basis.

J. Transmittal and Mailing of Materials; Notice

11. As evidenced by the Solicitation Affidavit, the Plan Supplement Affidavit, the Confirmation Materials Affidavit, and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Solicitation Procedures Order, the Solicitation Packages, the Plan Supplement, and all the other materials distributed by the Debtors in connection with the Confirmation of the Plan in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the *Local Rules of the United States Bankruptcy Court For the Northern District of Georgia* (the "Local Rules"), the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the "Complex Case Procedures"), and the Solicitation Procedures. The Debtors provided due, adequate, and sufficient notice of the Voting and Objection Deadline, the Combined Hearing, and any applicable bar dates and hearings described in the Solicitation Procedures Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and the Solicitation Procedures Order. No other or further notice is or shall be required.

K. Solicitation

12. The Debtors solicited votes for acceptance and rejection of the Plan in good faith, and such solicitation complied with sections 1125 and 1126, and all other applicable sections, of

the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Solicitation Procedures Order, the Local Rules, and all other applicable rules, laws, and regulations.

L. Voting Report

13. Before the Combined Hearing, the Debtors Filed the Voting Report. The procedures used to tabulate ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

14. Holders of Claims in Class 3 (collectively, the "Voting Classes") were eligible to vote to accept or reject the Plan in accordance with the Solicitation Procedures. Holders of Claims in Classes 1, 2, 4, and 5 (together, the "Non-Voting Classes") are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan.

M. Bankruptcy Rule 3016

15. The Plan was dated and identified the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions of the Disclosure Statement and the Plan are in bold font and with specific and conspicuous language, and the Plan and Disclosure Statement describe all acts to be enjoined and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

N. Burden of Proof

16. The Debtors have met their burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for confirmation. Each witness who testified on behalf of the Debtors in connection with the

Combined Hearing in support of the Disclosure Statement, the Plan, and Confirmation was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

O. Compliance with the Requirements of Section 1129 of the Bankruptcy Code

17. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

a. Section 1129(a)(1) – Compliance of the Plan with Applicable Provisions of the Bankruptcy Code

18. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

i. Sections 1122 and 1123(a)(1) – Proper Classification

19. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into five different Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, Professional Fee Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and are required not to be designated as separate Classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not implemented for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among holders of Claims or Interests.

20. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

ii. Section 1123(a)(2) – Specification of Unimpaired Classes

21. Article III of the Plan specifies that Claims in the Non-Voting Classes are Unimpaired under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

iii. Section 1123(a)(3) – Specification of Treatment of Voting Classes

22. Article III of the Plan specifies the treatment of each Voting Class under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

iv. Section 1123(a)(4) – No Discrimination

23. Article III of the Plan provides the same treatment to each Claim or Interest in any particular Class, as the case may be, unless the holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

v. Section 1123(a)(5) – Adequate Means for Plan Implementation

24. The Disclosure Statement, the Plan, and the various documents included in the Plan Supplement provide adequate and proper means for the Plan's execution and implementation, including: (a) the cancellation of certain existing agreements, obligations, instruments, and Claims and Interests; (b) the appointment of the Plan Administrator to administer the Plan and effectuate the wind down of the Debtors in accordance with the Plan Administration Agreement and the Plan; (c) the vesting of all Assets not otherwise distributed on the Effective Date in the Debtors; and (d) the execution, delivery, filing, or recording of all contracts, securities, instruments, releases, and other agreements or documents in furtherance of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

vi. Section 1123(a)(6) – Non-Voting Equity Securities

25. The Plan does not provide for the issuance of any securities, including non-voting securities. Therefore, section 1123(a)(6) of the Bankruptcy Code is satisfied.

vii. Section 1123(a)(7) – Directors, Officers, and Trustees

26. The Plan provides for the appointment of a Plan Administrator on the Effective Date, which appointee will succeed to the powers of the Debtors' officers, directors, and shareholders. The Plan Administrator is designated as the representative of the Wind Down Estates under section 1123(b)(3)(B) of the Bankruptcy Code. The Plan Administrator was selected jointly by the Debtors, with the agreement of the Committee. The Debtors have disclosed the identity of the Plan Administrator in the Plan Supplement. Accordingly, the selection of the Plan Administrator was consistent with the interests of the Debtors' creditors and comports with public policy. The Plan, therefore, satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

b. Section 1123(b) – Discretionary Contents of the Plan

27. The Plan contains various provisions that may be construed as discretionary and not necessary for confirmation under the Bankruptcy Code. Each such discretionary provision complies with section 1123(b) of the Bankruptcy Code and is not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

i. Impairment/Unimpairment of Any Class of Claims or Interests

28. Pursuant to the Plan, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims or Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

ii. Assumption and Rejection of Executory Contracts and Unexpired Leases

29. Article V of the Plan addresses the assumption and rejection of executory contracts and unexpired leases and meets the requirements of section 365(b) of the Bankruptcy Code. Consistent with section 1123(b)(2) of the Bankruptcy Code, Article V.A of the Plan provides that on the Effective Date, except as otherwise provided in the Plan, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

iii. Release of Certain Causes of Action

30. As permitted by section 1123(b)(3)(A) of the Bankruptcy Code, Article IX of the Plan provides for certain releases. The releases contained in the Plan comply with section 1123(b)(3)(A) of the Bankruptcy Code and represent a valid exercise of the Debtors' business judgment under Bankruptcy Rule 9019.

(1) Debtor Release

31. The release of Claims and Causes of Action by the Debtors set forth in Article IX.C of the Plan (the "Debtor Release") is in accordance with section 1123(b) of the Bankruptcy Code and represents a valid exercise of the Debtors' business judgment under Bankruptcy Rule 9019. The Debtor Release is fair, equitable, reasonable, and in the best interests of the Debtors' Estates, is a key component of the Plan, and otherwise constitutes a settlement of Claims and Causes of Action under section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

32. Releases of the Released Parties by the Debtors and the Releasing Parties implement the concessions and compromises made by the parties to these Cases and the transactions contemplated by the Plan. The Released Parties played an integral role in the formulation and implementation of the Plan. The Plan reflects the heavily negotiated settlement and resolution of a number of issues, and the Debtor Release is an integral part of the consideration to be provided in exchange for the compromises and resolutions embodied in the Plan.

33. This Order constitutes the Court's approval, pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the liquidation and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors, the Debtors' Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Wind Down Debtors, or their respective Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

(2) Third-Party Release

34. The release by the Releasing Parties set forth in Article IX.D of the Plan (the "Third-Party Release"), is an essential provision of the Plan and is appropriately and narrowly tailored under the facts and circumstances of these Cases. The Third-Party Release constitutes a consensual release of the Released Parties by the Releasing Parties.

35. The Ballots (in the form approved by the Solicitation Procedures Order and distributed by the Debtors) explicitly stated that a vote to accept the Plan constitutes an acceptance

and consent to the releases set forth in the Plan including the Third-Party Release. In addition, the Third-Party Release was conspicuously disclosed in boldface type in the Plan, the Disclosure Statement, the notice to holders of Unimpaired Claims and Interests, and other notices in the Solicitation Packages, each of which provided parties in interest with sufficient notice of the Third-Party Release and their ability to opt out of it. Thus, subject to the "Deemed Consent" provisions of Paragraph 36 below, each Releasing Party was given due and adequate notice that they would be granting the Third-Party Release by voting to accept the Plan, failing to opt out of the Third-Party Release if voting against the Plan, abstaining from voting on the Plan, failing to object to the Third-Party Release prior to the deadline to object to Confirmation of the Plan or as otherwise described in the Plan. Accordingly, the Third-Party Release is consensual.

36. Deemed Consent. The Third-Party Release provides that any creditor or interest-holder who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from this Court to exercise its rights and claims free of the Third-Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third Party Release or to object to the Third-Party Release should be deemed to represent its consent to the Third Party Release. In any pleading regarding this provision filed with the Court, any party seeking such relief must: (i) identify the claim(s) or types of claims the party wishes to pursue, (ii) identify the parties or the types of parties against whom such claims will be asserted, and (iii) state with particularity why such party should not be deemed

to have consented to the Third-Party Release as a result of such party's failure to timely return a Ballot or opt-out election form or file an objection to the Third-Party Release.

37. This Order constitutes the Court's approval, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan, important to the overall objectives of the Plan and an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (c) given in exchange for the good, valuable and substantial consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the liquidation of the Debtors' assets and the implementation of the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) materially beneficial to, and in the best interests of the Debtors and their respective Estates and stakeholders; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release; (i) within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); and (j) consistent with sections 105, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.[3] In particular, the contributions made through these Cases and under the Plan have resulted in all Holders of Claims receiving full recovery of any claims they have against the Debtors.[4] As a result, the Classes that are giving the Third-Party Release are receiving substantial

[3] Although not invoked here, the process is similar to that for opting out of a settlement under Federal Rule of Civil Procedure 23(e), with the Committee and its counsel serving the function of the class representative and class counsel.

[4] Claims in four of the five classes are Unimpaired and will be paid in full, such that collection of those claims need not be bolstered by additional claims against others.

consideration for doing so[5] and, under the totality of the circumstances of these Cases, the Third-Party Release is necessary and appropriate.

(3) Exculpation

38. The exculpation provisions set forth in Article IX.E of the Plan are essential to the Plan. The record in these Cases fully supports the exculpation provisions set forth in Article IX.E of the Plan.

(4) Injunction

39. The injunction provisions set forth in Article IX.F of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, and the exculpation provisions in Article IX.E of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes.

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

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

41. The Debtors and their agents solicited votes to accept or reject the Plan after the Court approved the adequacy of the Disclosure Statement on an interim basis pursuant to section 1125(a) of the Bankruptcy Code and the Solicitation Procedures Order.

42. The Debtors and each of their agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly,

[5] The only Impaired class – 3 Class – previously agreed to the Third-Party Release through the Labor Plaintiffs Settlement as part of a bargained for exchanged in reaching a resolution on their claims.

in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article IX.E of the Plan.

43. The Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

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

44. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Cases, the Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and record in these Cases, the Disclosure Statement, the hearing on interim approval of the Disclosure Statement, and the record of the Combined Hearing and other proceedings in these Cases.

45. The Plan is the product of lengthy, good faith, and arms'-length negotiations by and among the Debtors and their key constituents. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith and assure the fair treatment of holders of Claims or Interests. Consistent with the overriding purpose

of chapter 11, the Debtors filed these Cases with the belief that the marketing and sale of substantially all of their assets pursuant to section 363 of the Bankruptcy Code would maximize the value of their assets for all stakeholders. The Plan was negotiated and proposed with the intention of implementing a structured wind-down of the Debtors' estates to, among other things, liquidate remaining assets and distribute proceeds to creditors in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan, and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

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

46. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Cases, or in connection with the Plan and incident to the Cases, satisfy the objectives of, and are in compliance with, Bankruptcy Code section 1129(a)(4). Payment of Professional Fee Claims for services rendered from the Petition Date through the Effective Date are subject to the approval of this Court. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

f. Section 1129(a)(5) – Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy

47. On the Effective Date, the Plan Administrator will be appointed and will succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders. The identity of the Plan Administrator was disclosed in the Plan Supplement. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

g. Section 1129(a)(6) – Rate Changes

48. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

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

49. The evidence in support of the Plan and Disclosure Statement that was proffered or adduced at the Combined Hearing, and the facts and circumstances of these Cases, establish that each holder of an Allowed Claim or Allowed Interest in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code, as evidenced by the liquidation analysis in Article IX.D of the Disclosure Statement. As a result, the Debtors have demonstrated that the Plan is in the best interest of their creditors and equity holders and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

i. Section 1129(a)(8) – Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Certain Voting Classes

50. The Classes that are Unimpaired under the Plan are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. With respect to Classes entitled to vote on the Plan, Class 3 (Labor Plaintiff Claims) has voted to accept the Plan. No Classes that were Impaired under the Plan voted to, or were deemed to, reject the Plan. As a result, the requirements of section 1129(a)(8) of the Bankruptcy Code are satisfied.

j. Section 1129(a)(9) – Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code

51. The treatment of Administrative Claims, Professional Fee Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

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

52. As set forth in the Voting Report, Class 3 voted to accept the Plan, and therefore at least one Voting Class has accepted the Plan for each Debtor, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

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

53. As evidenced by the Baker Declaration, the Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors at or before the Combined Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; (d) establishes that the Debtors will have sufficient funds available to meet their obligations under the Plan – including sufficient amounts of Cash to fund the Wind Down Cash Amount and ensure payment of Allowed Claims that will receive Cash distributions pursuant to the terms of the Plan; and (e) establishes that the Debtors will have the financial wherewithal to pay any Claims that accrue, become payable, or are allowed by Final Order following the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

m. Section 1129(a)(12) – Payment of Statutory Fees

54. Notwithstanding anything to the contrary in the Plan, all fees payable to the U.S. Trustee through the Effective Date pursuant to 28 U.S.C. § 1930 ("Statutory Fees") shall be paid on or as soon as practicable after the Effective Date. The Debtors shall be liable to pay Statutory Fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930 until the earliest to occur of the

particular Debtor's case being converted to a case under chapter 7, dismissed, or closed. The Debtors shall File post-confirmation quarterly reports, or any pre-confirmation monthly operating reports not Filed as of the Combined Hearing, in conformance with the U.S. Trustee Guidelines. The U.S. Trustee shall not be required to File a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

n. Section 1129(a)(13), (14), (15), and (16) – Retiree Benefits, Domestic Support Obligations, Individuals, and Nonprofit Corporations

55. The Debtors do not provide any retiree benefits or owe any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Cases.

o. Section 1129(b) – Confirmation of Plan Over Nonacceptance of Classes

56. All Classes have accepted the Plan or are Unimpaired under the Plan as required under section 1129(a)(8) of the Bankruptcy Code such that section 1129(b) of the Bankruptcy Code does not apply to these Cases.

p. Section 1129(c) – Only One Plan

57. Other than the Plan, no other plan has been filed in these Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

q. Section 1129(d) – Principal Purpose of the Plan Is Not Avoidance of Taxes or Section 5 of the Securities Act

58. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose

of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

r. Section 1129(e) – Not Small Business Cases

59. These Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Cases.

s. Satisfaction of Confirmation Requirements

60. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Combined Hearing, the Plan and the Debtors, as applicable, satisfy all the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

P. Good Faith

61. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors have been, are, and will continue acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Order or the Plan. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

Q. Implementation

62. All documents and agreements necessary to implement transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, have been negotiated in good faith and at arms'-length, are in the best interests of the Debtors and their Estates, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The

Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

63. Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan of the Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in the Debtors free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Plan Administrator, on behalf of each Debtor, may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

R. Treatment of Executory Contracts and Unexpired Leases

64. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the rejection of Executory Contracts and Unexpired Leases unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject filed on or before the Confirmation Date. The Debtors' determinations regarding the rejection of Executory Contracts and Unexpired Leases are based on, and within the sound business judgment of, the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, holders of Claims or Interests, and other parties in interest in these Cases.

ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. The above findings of fact and conclusions of law, as well as any additional findings of fact and conclusions of law announced by the Court at the Combined Hearing, are hereby incorporated into this Order.

A. Approval of the Disclosure Statement

2. The Disclosure Statement is approved in all respects on a final basis pursuant to section 1125 of the Bankruptcy Code as containing adequate information, and sufficient information of the kind necessary to satisfy the disclosure requirements of any applicable non-bankruptcy laws, rules, and regulations.

B. Confirmation of the Plan

3. The Plan, attached hereto as **Exhibit A** and as modified herein, is approved and confirmed under section 1129 of the Bankruptcy Code.

4. The Plan Supplement, including the documents contained therein that may be amended through and including the Effective Date in accordance with and as permitted by the Plan, is approved.

5. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Order. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. If there is a conflict between the terms of the Plan (including any documents in the Plan Supplement) or the Disclosure Statement and the terms of the Order, the terms of this Order shall control. The Debtors, in accordance with the Plan, may amend the Plan Supplement prior to the Effective Date.

6. The terms of the Plan, the Plan Supplement, all exhibits thereto, and this Order shall be effective and binding as of the Effective Date on all parties in interest, including, but not limited to, the Debtors, the Committee, all Holders of Claims or Interests, all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Order, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

7. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision; it being the intent of the Court that the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety.

C. Plan Amendments

8. The Plan is hereby amended as follows:

a. The defined term "Allowed" is hereby amended and restated in its entirety as follows:

> "*Allowed*" means with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court, a Proof of Claim is not or shall not be required to be Filed); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order; provided, that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed prior to the Claims Objection Deadline unless such Claim has been allowed by prior Court Order or agreement of the Debtor, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or if such an objection is so interposed, such Claim shall have been Allowed by a Final Order.

b. The defined term "Disputed Unsecured Claims Reserve" is hereby amended and restated in its entirety as follows:

> "*Disputed Unsecured Claims Reserve*" means a reserve account with respect to Disputed General Unsecured Claims to be established and funded by the Plan Administrator pursuant to the Plan and the Plan Administration Agreement.

c. The last paragraph of Article IV.E is hereby amended and restated in its entirety as follows:

> Upon the payment of Holders of Allowed Claims in full, the Debtors release any Avoidance Action against Holders of a Class 3 Labor Plaintiff Claim or Class 4 General Unsecured Claim.

d. The last sentence of Article IV.F is hereby amended and restated as follows:

> No Interest shall be cancelled, extinguished, subordinated, modified, or otherwise altered by the Plan.

e. The last sentence of Article V.C is hereby amended and restated as follows:

> If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors may elect within thirty (30) calendar days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan by filing a notice of such election on the docket of the Cases.

f. The first paragraph of Article VI.D is hereby amended and restated in its entirety as follows:

> The Plan Administrator shall establish, for the benefit of each Holder of a Disputed General Unsecured Claim, the Disputed Unsecured Claims Reserve in an amount equal to the distributions that would have been made to the Holder of such Disputed Claim if it were an Allowed Claim in an amount equal to the lesser of (i) the liquidated amount set forth in the filed Proof of Claim relating to such Disputed Claim or if no Proof of Claim has been filed the liquidated amount set forth in the Schedules, (ii) the amount in which the Disputed Claim has been estimated by the Bankruptcy Court pursuant to section 502 of the Bankruptcy Code as constituting and representing the maximum amount in which such Claim may ultimately

become an Allowed Claim, or (iii) such other amount as may be agreed upon by the Holder of such Disputed Claim and the Plan Administrator. Amounts held in the Disputed Unsecured Claims Reserve shall be retained by the Plan Administrator for the benefit of Holders of Disputed General Unsecured Claims pending determination of their entitlement thereto under the terms of the Plan. No payments or distributions shall be made with respect to all or any portion of any such Disputed Claim pending the entire resolution thereof by Final Order or agreement between the Plan Administrator and the Holder of the applicable Disputed Claim.

D. Objections

9. To the extent that any objections (including any reservations of rights contained therein) to final approval of the Disclosure Statement and/or Confirmation of the Plan have not been withdrawn, waived, or settled before entry of this Order, are not cured by the relief granted in this Order, or have not been otherwise resolved as stated on the record of the Combined Hearing, all such objections (including any reservation of rights contained therein) are hereby overruled in their entirety and on their merits.

E. Findings of Fact and Conclusions of Law

10. The findings of fact and the conclusions of law set forth in this Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Combined Hearing in relation to final approval of the Disclosure Statement or Confirmation of the Plan are hereby incorporated into this Order. To the extent that any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any finding of fact or conclusion of law set forth in this Order (including any findings of fact or conclusions of law announced by the Court at the Combined Hearing and incorporated herein) constitutes an order of this Court, it is adopted as such.

F. Combined Hearing Notice and Solicitation

11. The Combined Hearing Notice complied with the terms of the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Cases and was in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and applicable non-bankruptcy law. No further notice of the Combined Hearing was required or need be given.

12. The solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Solicitation Procedures Order, the Complex Case Procedures, and applicable non-bankruptcy law.

G. Settlement of Claims and Controversies

13. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice or action, order, or approval of the Court, after the Effective Date, the Debtors may compromise and settle any Claims and Causes of Action against other Entities.

H. Incorporation by Reference

14. The terms and provisions of the Plan and the exhibits thereto are incorporated by reference and are an integral part of this Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors, and their respective successors and assigns, non-debtor affiliates, any affected third parties, all holders of equity interests in the Debtors, all holders of any Claims, whether known or unknown, against the Debtors, including, but not limited to all contract counterparties, borrowers, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently

appointed in any of the Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Cases, and each of their respective affiliates, successors, and assigns.

I. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan

15. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and authorized in their entirety and will be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Entity: (a) Debtor Release; (b) Third-Party Release (subject to the "Deemed Consent" provisions of Paragraph 36); (c) the exculpation provisions in Article IX.E of the Plan; and (d) the injunction provisions in Article IX.F of the Plan.

J. Non-Discharge of the Debtors; Injunction

16. Section 1141(c) of the Bankruptcy Code provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, notwithstanding anything to the contrary in the Plan, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Plan Administrator, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance

of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than setoffs exercised prior to the Petition Date) or subrogation of any kind against any debt, liability or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan. Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

K. Preservation of Causes of Action

17. Except for any Cause of Action against a Person that is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Debtors may pursue such Causes of Action, as appropriate, in the Debtors' sole discretion. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors will not pursue any and all available Causes of Action. Unless a Cause of Action against a Person is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, the Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim

preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of, entry of the Order or Consummation.

18. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Debtors. The Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Court. For the avoidance of doubt, the Plan Administrator shall have standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action on behalf of the Debtors and their Estates. The actions taken by the Plan Administrator in connection with the Plan and the Plan Administration Agreement shall not be (or deemed to be) a waiver of any privilege of any of the Debtors, as applicable, including any attorney-client privilege or work product privilege attaching to any document or communications (whether written or oral).

19. Upon the payment of Holders of Allowed Claims in full, the Debtors release any Avoidance Action against Holders of Class 3 and Class 4 Claims.

L. Retention of Jurisdiction

20. This Court retains jurisdiction over these Cases, all matters arising out of or related to these Cases and the Plan, the matters set forth in Article XII of the Plan, and any other applicable provisions of the Plan.

M. Effectiveness of All Actions

21. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective upon the occurrence of the Effective Date pursuant to this Order, without

further application to or order of the Court, or any further action by the Debtors or the Plan Administrator.

N. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan

22. This Order shall constitute all authority, approvals, and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

O. Plan Implementation Authorization

23. On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions contemplated thereby, in each case, in the name of and on behalf of the Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. In connection with the foregoing, the Plan Administrator shall complete any remaining activities of the Debtors.

P. Wind Down

24. The Plan Administrator is hereby authorized, immediately upon entry of this Confirmation Order, or as soon as reasonably practicable thereafter, to take all actions, not inconsistent with the express terms of the Plan, this Confirmation Order, or the Plan Supplement, as applicable and as may be necessary or appropriate to effectuate the Wind Down without any

further approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including: (1) the execution, delivery, filing, or recording such contracts, securities, instruments, releases, and other agreements or documents and taking such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions contemplated thereby, in each case, in the name of and on behalf of the Debtors; and (2) the completion of any remaining activities of the Debtors. Any transfers of assets, Claims, or Interests effected, or any obligations incurred in connection herewith are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

Q. Prior Settlement

25. The settlement previously approved by the Court in the *Order Approving Settlement and Compromise Between the Debtors, Individual Defendants, and Labor Plaintiffs* [Docket No. 426] (the "Labor Plaintiffs Settlement") is incorporated into this Order, and nothing herein shall override the terms of the Labor Plaintiff Settlement.

26. Notwithstanding anything to the contrary set forth in the Plan, all Distributions on account of Allowed Labor Plaintiff Claims shall be made by the Plan Administrator to or at the direction of counsel for the Labor Plaintiffs for further distribution to the Labor Plaintiffs in accordance with the Plan and the Labor Plaintiff Settlement and shall be deemed completed when made to the recipient(s) designated by counsel for the Labor Plaintiffs.

R. Binding Effect

27. On the date of and after entry of this Order and subject to the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement (including the Plan Administration Agreement) and this Order shall be immediately effective and enforceable and deemed binding upon the Debtors, all holders of Claims or Interests

(regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or this Order, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim has voted on the Plan.

28. Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Order, all prior orders entered in these Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending before this Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, their Estates, and their respective successors and assigns.

S. Vesting of Assets

29. Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all Assets shall vest in the Debtors free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Debtors may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

T. Appointment of Plan Administrator

30. On the Effective Date, the Plan Administrator shall be appointed, in accordance with the terms of the Plan and the Plan Administration Agreement, without any further action and

shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders.

U. Release of Liens

31. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens against the property of any Estates will be fully released, and all of the right, title and interest of any holder of such Liens, including any rights to any collateral thereunder, shall attach to and be enforceable solely against any net proceeds of sales or other liquidation of such assets. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

V. Injunctions and Automatic Stay

32. Unless otherwise provided in the Plan or this Order, all injunctions or stays in effect in these Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Order) shall remain in full force and effect.

W. Compliance with Tax Requirements

33. Each Holder of an Allowed Claim or Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtors, the Plan Administrator, and any applicable withholding agent shall comply with all

tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Plan Administrator, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. Except as otherwise provided in the Plan, the aggregate consideration paid to holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of such Allowed Claims, to any portion of such Claims for accrued but unpaid interest, in any, as Allowed herein.

X. Section 1146 Exemption

34. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan or this Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

Y. Professional Compensation and Reimbursement Claims

35. Except as otherwise specifically provided in the Plan, the Plan Administration Agreement, and prior orders of the Court, from and after the Effective Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Plan Administrator. In addition, the Debtors are authorized to pay any and all professional fees as contemplated by and in accordance with the Plan.

36. All final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Effective Date shall be Filed no later than the Professional Fee Claims Bar Date, which is 45 days after the Effective Date.

Z. Administrative Claims Bar Date

37. Except as otherwise provided in Article II.A of the Plan and except with respect to Administrative Claims that are 503(b)(9) Claims or Professional Fee Claims, Holders of Administrative Claims shall file requests for payment of Administrative Claims and serve such requests on the Debtors no later than the Administrative Claims Bar Date, which is 30 days after the Effective Date. Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their respective Estates, or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Court orders otherwise. Objections to any such requests for payment of Administrative Claims must be filed and served on the Debtors and requesting party by the Claims Objection Deadline.

AA. Nonseverability of Plan Provisions upon Confirmation

38. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be effective and enforceable immediately upon its entry. Each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Order; and (c) nonseverable and mutually dependent.

BB. Waiver or Estoppel

39. Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Court before the Confirmation Date.

CC. Authorization to Consummate

40. The Debtors are authorized to consummate the Plan at any time after the entry of this Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article X of the Plan. The substantial consummation of the Plan, within the meaning of sections 1101(2) and 1127 of the Bankruptcy Code, is deemed to occur on the Effective Date.

DD. Treatment of Executory Contracts

41. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

42. Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

43. This Order shall constitute an order of the Court under sections 365 and 1123(b) of the Bankruptcy Code approving the rejections described above as of the Effective Date. Unless otherwise indicated, all rejections of Executory Contracts and Unexpired Leases in the Plan will be effective as of the Effective Date.

a. Claims Based on Rejection of Executory Contracts or Unexpired Leases

44. Any Claims based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed no later than 11:59 p.m. (prevailing Eastern Time) on the day that is 30 days after the Effective Date. For the avoidance of doubt, nothing in the Plan or this Confirmation Order shall be deemed to modify any other prior deadlines to file a Claim on account of the rejection of Executory Contracts or Unexpired Leases other than pursuant to the Plan and this Order.

45. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are not filed within such time, unless otherwise ordered by the Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, or any property of the foregoing parties, without the need for any objection by the Debtors or the Plan Administrator, as applicable, or further notice to, or action, order, or

approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

b. Insurance Policies

46. Insurance Policies shall not be considered Executory Contracts for purposes of Article V of the Plan. As set forth in Article IV.L of the Plan, all Insurance Policies in effect as of the Effective Date shall remain in full force and effect according to their terms and the coverage obligations of the insurers and third-party administrators under such Insurance Policies shall continue following the Effective Date (including any obligations to pay, defend, and process insured claims).

c. Reservation of Rights

47. Nothing contained in the Plan or Plan Supplement shall constitute an admission by the Debtors that any contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

EE. Dissolution of the Committee

48. Except to the extent provided in the Plan, on the Effective Date, the Committee shall dissolve automatically, and the members of the Committee and their respective officers, employees, counsel, advisors and agents shall be released and discharged from all rights, duties, and responsibilities arising from, or related to, the Cases and under the Bankruptcy Code; provided, however, that following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard solely to pursue Professional Fee Claims in accordance with Article

II.B of the Plan. Following the completion of the remaining duties of the Committee set forth above, the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate. Neither the Debtors nor the Plan Administrator shall have any obligation, duty, or responsibility for paying any fees or expenses incurred by the members of or advisors to the Committee after the Effective Date other than fees and expenses related to services rendered prior to the Effective Date that are approved by the Court.

FF. Effect of Non-Occurrence of Conditions to Effective Date

49. If confirmation of the Plan and Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors or any other Entity, including the Holders of Claims; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

GG. Waiver of 14-Day Stay

50. Notwithstanding Bankruptcy Rules 7062 and 3020(e), this Confirmation Order is effective immediately and not subject to any stay.

HH. Good Faith

51. The Debtors, the Committee, and all of their respective managers, members, officers, directors, agents, financial advisers, attorneys, employees, equity holders, partners, affiliates, and representatives will be acting in good faith if they proceed to (i) consummate the

Plan and the agreements, transactions, and transfers contemplated thereby and (ii) take the actions authorized and directed by this Order.

II. Separate Orders

52. This Order is and shall be deemed a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Case for all purposes.

JJ. Headings

53. Headings utilized herein are for convenience and reference only and shall not constitute a part of the Plan or this Order for any other purpose.

KK. Post-Confirmation Modification of the Plan

54. The Debtors are authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Article XI.A of the Plan, without further order of this Court.

LL. Notice of Entry of the Order and the Effective Date

55. Upon satisfaction or waiver of all conditions precedent to the Effective Date in Article X.B of the Plan, the Debtors shall file notice of the entry of the Order and the Effective Date with this Court and shall serve or cause to be served a notice substantially in the form annexed hereto as **Exhibit B** (the "Effective Date Notice") upon all parties that received notice of the Combined Hearing. The form of Effective Date Notice is hereby approved. Service of the Effective Date Notice as provided herein shall be good and sufficient notice of the entry of the Confirmation Order and the occurrence of the Effective Date under the Bankruptcy Rules, including Bankruptcy Rule 3020(c)(2).

MM. Final Order

56. This Order is a Final Order and the period in which an appeal must be filed will commence upon entry of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ John D. Elrod
John D. Elrod, Ga. Bar No. 246604
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Counsel for the Debtors and Debtors in Possession

Exhibit A

The Plan

Exhibit B

Effective Date Notice

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re: WELLMADE FLOOR COVERINGS INTERNATIONAL, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 25-58764-SMS (Jointly Administered)

NOTICE OF: (I) ENTRY OF ORDER CONFIRMING DEBTORS' CHAPTER 11 PLAN; (II) OCCURRENCE OF EFFECTIVE DATE; (III) BAR DATE NOTICE FOR REJECTION DAMAGES, ADMINISTRATIVE CLAIMS, AND PROFESSIONAL FEE CLAIMS

PLEASE TAKE NOTICE THAT on August [•], 2026, the Honorable Sage M. Sigler of the United States Bankruptcy Court for the Northern District of Georgia (the "Court") entered an order [Docket No. •] (the "Confirmation Order") confirming the *Debtors' Chapter 11 Plan* [Docket No. 385] (as modified, amended, or supplemented from time to time, the "Plan").[2]

A. Occurrence of Effective Date

PLEASE TAKE FURTHER NOTICE THAT the Plan became effective on September [•], 2026 (the "Effective Date"). Each of the conditions precedent to consummation of the Plan expressed in Article X of the Plan have been satisfied or waived in accordance with the Plan and the Confirmation Order.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Confirmation Order, the discharge, release, injunction, and exculpation provisions in Article IX of the Plan are now in full force and effect.

B. Rejection Damages Claim Bar Date

PLEASE TAKE FURTHER NOTICE THAT, as of the Effective Date, each Debtor is deemed to have rejected any Executory Contract or Unexpired Lease to which it is a party, except for those that (i) were previously assumed, assumed and assigned, or rejected; (ii) expired or

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

terminated by their own terms; or (iii) are the subject of a motion or notice to assume or reject filed on or before the Confirmation Date.

PLEASE TAKE FURTHER NOTICE THAT if you Hold any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order, you must file and serve a proof of claim by no later than 11:59 p.m. (prevailing Eastern Time) on [•], 2026 (the "Rejection Damages Claims Bar Date"). A proof of claim on account of rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order must be submitted electronically on the Debtors' Notice and Claims Agent's website at https://www.veritaglobal.net/Wellmade or filed with the Debtors' Notice and Claims Agent at the following address:

Wellmade Claims Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

PLEASE TAKE FURTHER NOTICE THAT any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order that are not Filed by the Rejection Damages Claims Bar Date, unless otherwise ordered by the Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, or their property, without the need for any objection by the Debtors or the Plan Administrator or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

C. Administrative Claims Bar Date

PLEASE TAKE FURTHER NOTICE THAT except as otherwise provided in the Plan, Confirmation Order, or with respect to Administrative Claims that are 503(b)(9) Claims or Professional Fee Claims, Holders of Administrative Claims must File and serve requests for payment of Administrative Claims ("Administrative Claim Requests") no later than [•], 2026, (the "Administrative Claims Bar Date") to the following parties: (i) counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod (elrodj@gtlaw.com) and Allison J. McGregor (Allison.McGregor@gtlaw.com); (ii) Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn: Lindsay P.S. Kolba and David Weidenbaum); and (iii) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor New York, NY 10019, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Shirley Cho (scho@pszjlaw.com), and Cia H. Mackle (cmackle@pszjlaw.com), and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case to allow actual receipt of the foregoing no later than the Administrative Claims Bar Date.

PLEASE TAKE FURTHER NOTICE THAT Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements and/or arrangements governing, instruments evidencing, or other documents relating to such transactions and no Administrative Claim Request for payment of such Administrative Claims must be Filed or served.

PLEASE TAKE FURTHER NOTICE THAT an Administrative Claim Request must include, at a minimum: (a) the name of the Holder of the Administrative Claim, (b) the amount of the Administrative Claim, and (c) the basis of the Administrative Claim (including any documentation or evidence supporting such claim).

PLEASE TAKE FURTHER NOTICE THAT Holders of Administrative Claims that are required to, but do not, File and serve an Administrative Claim Request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Bankruptcy Court orders otherwise.

D. Professional Fee Claims Bar Date

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Plan and Confirmation Order, all final requests for Professional Fee Claims incurred during the period from the Petition Date through the Effective Date must be filed with the Court ("Final Fee Applications") by no later than [•], 2026 (the "Professional Fee Claims Bar Date").

PLEASE TAKE FURTHER NOTICE THAT all Final Fee Applications will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior orders of the Bankruptcy Court, including the Interim Compensation Order, and once approved by the Bankruptcy Court, shall be promptly paid from the Debtors' Cash.

PLEASE TAKE FURTHER NOTICE THAT all Final Fee Applications must (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules of the Court and any orders of the Court entered in these Cases; and (c) be filed with the Bankruptcy Court and served upon the following parties: (i) counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod, Esq. (elrodj@gtlaw.com) and Allison J. McGregor (Allison.McGregor@gtlaw.com); (ii) Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn: Lindsay P.S. Kolba and David Weidenbaum); and (iii) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor New York, NY 10019, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Shirley Cho (scho@pszjlaw.com), and Cia H. Mackle (cmackle@pszjlaw.com), and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case to allow actual receipt of the foregoing no later than the Professional Fee Claims Bar Date.

PLEASE TAKE FURTHER NOTICE the Plan and Confirmation Order contain other provisions which may affect your rights. You are encouraged to review the Plan and Confirmation Order in their entirety.

PLEASE TAKE FURTHER NOTICE that all documents filed in the above-captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at https://www.veritaglobal.net/Wellmade or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Atlanta Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court's website at http://ecf.ganb.uscourts.gov (registered users) or at http://pacer.psc.uscourts.gov (unregistered users). Further information may be obtained by using the "Submit an Inquiry" function at https://www.veritaglobal.net/Wellmade/inquiry.

Dated: _____ __, 2026

Respectfully submitted,

GREENBERG TRAURIG, LLP

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