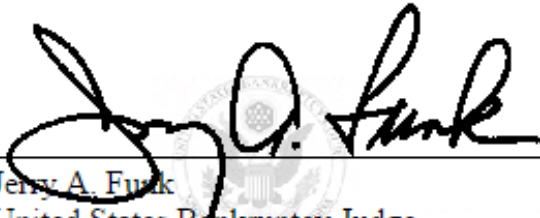


ORDERED.

Dated: April 13, 2021



Jerry A. Funk
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
www.flmb.uscourts.gov

In re:	Chapter 11
STEIN MART, INC. ¹	Case No. 3:20-bk-2387
	Jointly Administered with
STEIN MART BUYING CORP.	Case No. 3:20-bk-2388
STEIN MART HOLDING CORP.,	Case No. 3:20-bk-2389
Debtors.	

**ORDER (I) CONFIRMING THE COMBINED PLAN OF LIQUIDATION AND (II)
APPROVING THE DISCLOSURE STATEMENT
OF STEIN MART, INC., STEIN MART BUYING CORP.,
AND STEIN MART HOLDING CORP.**

The above-captioned debtors (collectively, the “Debtors”) having:

- a. commenced, on August 12, 2020 (the “Petition Date”), these chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions in the United States Bankruptcy Court for the Middle District of Florida (the “Bankruptcy Court”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);²

¹ The tax identification numbers of the Debtors are as follows: Stein Mart, Inc. 6198; Stein Mart Buying Corp. 1114; and Stein Mart Holding Corp. 0492. The mailing address of the Debtors is P.O. Box 57339, Jacksonville, FL 32241. The Debtors’ claims agent maintains a website, <https://cases.stretto.com/SteinMart>, which provides copies of the Debtors’ first day pleadings and other information related to the case.

² Capitalized terms used but not otherwise defined in these findings of fact, conclusions of law, and order (collectively, the “Confirmation Order”) have the meanings given to them in the Debtors’ Combined Plan of Liquidation (Docket No. 848), as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and

- b. continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;
- c. filed, on the Petition Date, the *Declaration of Hunt Hawkins in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 5] (the "First Day Declaration"), detailing the facts and circumstances of these Chapter 11 Cases;
- d. filed, on January 15, 2021, the Plan [Docket No. 848], the *Disclosure Statement for the Debtors' Combined Plan of Liquidation*. [Docket No. 849] (the "Disclosure Statement"), and the *Debtors' Motion for Entry of an Order (I) Conditionally Approving the Adequacy Of the Disclosure Statement, (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice, and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [Docket No. 850];
- e. obtained, on January 19, 2021, entry of the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related; and (IV) Granting Related Relief* [Docket No. 853] (the "Disclosure Statement Order") approving the Disclosure Statement, voting and solicitation procedures (the "Solicitation Procedures"), and related notices, forms, and ballots (collectively, the "Solicitation Packages") and related dates and deadlines;
- f. caused the Solicitation Packages and notice of the Confirmation Hearing and the deadline for objecting to Confirmation to be distributed on or about January 26, 2021, February 2, 2021, February 4, 2021, February 8, 2021, February 16, 2021 (collectively, the "Solicitation Date"), in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Disclosure Statement Order, and the Solicitation Procedures, as evidenced by, among other things, the *Certificate of Service re: Solicitation Materials* [Docket No. 885], the *Supplemental Certificate of Service re: Solicitation Materials* [Docket No. 895], the *Supplemental Certificate of Service re: Solicitation Materials* [Docket No. 902], the *Supplemental Certificate of Service re: Solicitation Materials* [Docket No. 921], and the *Supplemental Certificate of Service re: Solicitation Materials* [Docket No. 931] (collectively, the "Solicitation Affidavit");
- g. served, on or about January 26, 2021, February 2, 2021, February 4, 2021, February 8, 2021, and February 16, 2021, the *Notice of Non-Voting Status and Opt Out Form to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan and/or Holders or Potential Holders of Impaired Claims or Interests Deemed to Reject the Plan* [Docket No. 853] (the "Notice of Non-Voting Status and Opt-

supplements thereto, the "Plan"). The rules of interpretation set forth in Article I of the Plan apply to this Confirmation Order.

Out Form”) on all holders or potential holders of Claims or Interests in non-voting Classes, which informed recipients of (i) their status as holders or potential holders of Claims or Interests in non-voting classes, (ii) provided the full text of the release, exculpation, and injunction provisions set forth in the Plan, (iii) included a form by which holders could elect to opt out of the Third-Party Release by checking a prominently featured and clearly labeled box, and (iv) enclosed a postage prepaid, return-addressed envelope in which holders could return their opt out elections to the Solicitation Agent;

- h. filed, on March 5, 2021, the *Declaration of Hunt Hawkins in Support of Confirmation of the Debtors’ Combined Plan of Liquidation*. [Docket No. 944] (the “Hawkins Declaration”);
- i. filed, on March 5, 2021, the *Debtors’ Memorandum of Law in Support of (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* [Docket No. 945] (the “Confirmation Brief”);
- j. filed, on March 8, 2021, the *Certification of Stretto With Respect to the Tabulation of Votes on the Combined Plan of Liquidation* [Docket No. 949], which accounts for ballots received up to the Voting Deadline (the “Voting Report”);
- k. filed, on March 8, 2021, the *Proposed Order Confirming the Debtors’ Combined Plan of Liquidation* [Docket No. 950];
- l. filed, on March 30, 2021, the *Debtors’ Motion for Reconsideration and Relief from Order Denying Confirmation of the Debtors’ Combined Plan of Liquidation* [Docket No. 990];
- m. filed, on April 7, 2021, the *Amended Proposed Order Confirming the Debtors’ Combined Plan of Liquidation* [Docket No. 995]; and
- n. filed, on April 9, 2021, the *Amended Proposed Order (I) Confirming the Combined Plan of Liquidation and (II) Approving the Disclosure Statement of Stein Mart, Inc., Stein Mart Buying Corp., and Stein Mart Holding Corp.* [Docket No. 1002]

This Court having:

- o. entered the Disclosure Statement Order on January 19, 2021 [Docket No. 853];
- p. set March 2, 2021, at 4:00 p.m. (prevailing Eastern Time) as the deadline to file objections to the Plan;
- q. set March 4, 2021, at 4:00 p.m. (prevailing Eastern Time) as the deadline to vote on the Plan;
- r. set March 11, 2021, at 11:00 a.m. (prevailing Eastern Time) as the date and time for the commencement of the Confirmation Hearing in accordance with rules 3017

and 3018 of the Bankruptcy Rules and sections 1126, 1128, and 1129 of the Bankruptcy Code;

- s. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Voting Report, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;
- t. held the Confirmation Hearing;
- u. heard the proffers, statements and arguments made by counsel with respect to Confirmation;
- v. considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings, and other evidence presented at the Confirmation Hearing;
- w. overruled all objections to the Plan and Confirmation, except as set forth in this Confirmation Order or addressed in the *Findings of Fact and Conclusions of Law* [Docket No. 987], dated March 29, 2021 (the “March 29, 2021 Findings”) and the *Order Overruling U.S. Securities and Exchange Commission’s Objection to Confirmation of Debtors’ Combined Plan of Liquidation, Sustaining in Part and Overruling in Part United States Trustee’s Objection to Confirmation of Debtors’ Combined Plan of Liquidation, and Denying Confirmation of Debtors’ Combined Plan of Liquidation* [Docket No. 988], dated March 29, 2021 (the “March 29, 2021 Order”), or otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated;
- x. held a hearing on April 8, 2021 at 11:00 a.m. (the “April 8 Hearing”); and
- y. taken judicial notice of all papers and pleadings filed in the Chapter 11 Cases.

NOW, THEREFORE, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the record of the Chapter 11 Cases and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing including, without limitation, the Hawkins Declaration establishes just cause for the relief granted in this Confirmation Order; and after due deliberation thereon and good cause appearing therefor,

the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law, and order:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings and Conclusions

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing, the March 29, 2021 Findings and the March 29, 2021 Order constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

B. Jurisdiction and Venue

2. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code.

C. Eligibility for Relief

3. The Debtors were and are entities eligible for relief under section 109 of the Bankruptcy Code.

D. Commencement and Joint Administration of the Chapter 11 Cases

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order Pursuant to Fed. R. Bankr. P.*

1015(b) Directing Joint Administration of Related Chapter 11 Cases [Docket No. 94], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, 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 trustee or examiner has been appointed in these Chapter 11 Cases.

E. Appointment of the Creditors' Committee

5. On August 18, 2020, the U.S. Trustee appointed the Official Committee of Unsecured Creditors (the "Committee") to represent the interests of the unsecured creditors of the Debtors in the Chapter 11 Cases [Docket No. 137].

F. Modifications to the Plan

6. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan since the commencement of Solicitation described or set forth herein constitute technical changes or changes with respect to particular Claims or Interests made pursuant to the agreement of the Holders of such Claims or Interests and do not materially and adversely affect the treatment of any Claims or Interests. Pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

7. This Confirmation Order contains modifications to the Plan that were made to address objections and informal comments received from parties in interest and the issues addressed in the March 29, 2021 Findings and the March 29, 2021 Order. Modifications to the Plan since entry of the Disclosure Statement Order, if any, are consistent with the provisions of

the Bankruptcy Code. The disclosure of any Plan modifications prior to or on the record at the Confirmation Hearing or on the record at the April 8 Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for Confirmation.

G. Objections Overruled

8. Any resolution or disposition of objections to Confirmation explained or otherwise ruled upon by the Bankruptcy Court on the record at the Confirmation Hearing or the April 8 Hearing or in the March 29, 2021 Findings and March 29, 2021 Order is hereby incorporated by reference. All unresolved objections, statements, and reservations of rights are hereby overruled on the merits.

H. Disclosure Statement Order

9. On January 19, 2021, the Bankruptcy Court entered the Disclosure Statement Order [Docket No. 853], which, among other things, fixed March 2, 2021, at 4:00 p.m. (prevailing Eastern Time) as the Plan Objection Deadline and March 4, 2021 at 4:00 p.m. (prevailing Eastern time) as the Voting Deadline and fixed March 11, 2021, at 11:00 a.m. (prevailing Eastern Time) as the date and time for the Confirmation Hearing.

I. Transmittal and Mailing of Materials; Notice

10. As evidenced by the Solicitation Affidavit and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Packages, the Confirmation Hearing Notice, the Notice of Non-Voting Status and Opt-Out Form, and all the other materials that the Debtors distributed in connection with the Confirmation of the Plan are in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Bankruptcy Local Rules of the

United States Bankruptcy Court for Middle District of Florida (the “Bankruptcy Local Rules”), and the procedures set forth in the Disclosure Statement Order. The Debtors provided due, adequate, and sufficient notice of the Voting Deadline, the Plan Objection Deadline, the Confirmation Hearing (as may be continued from time to time), and any applicable bar dates and hearings described in the Disclosure Statement Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

J. Solicitation

11. The Debtors solicited votes for acceptance and rejection of the Plan in good faith, and the Solicitation Packages provided the opportunity for voting creditors to opt out of the releases. Such solicitation complied with sections 1125 and 1126 and all other applicable sections of the Bankruptcy Code, rules 3017, 3018, and 3019 of the Bankruptcy Rules, the Disclosure Statement Order, the Bankruptcy Local Rules, and all other applicable rules, laws, and regulations.

K. Voting Report

12. Before the Confirmation Hearing, the Debtors filed the Voting Report. The Voting Report was admitted into evidence during the Confirmation Hearing. The procedures used to tabulate ballots were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and regulations.

13. As set forth in the Plan, Holders of Claims in Class 6 (the “Voting Class”) were eligible to vote on the Plan in accordance with the Solicitation Procedures. Holders of Claims in Classes 1, 2, 3, 4 and 5 (collectively, the “Presumed Accepting Classes”) are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan.

Holders of Interests in Classes 7, 8, 9 and 10 (the “Deemed Rejecting Classes”) are Impaired under the Plan and are entitled to no recovery under the Plan and are, therefore, deemed to have rejected the Plan.

14. As evidenced by the Voting Report, Class 6 voted to accept the Plan in accordance with section 1126 of the Bankruptcy Code.

L. Bankruptcy Rule 3016

15. The Plan and all modifications thereto were dated and identified the entities submitting such modification, thus satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Bankruptcy Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and the Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined, released, and exculpated and identify the entities that will be subject to the injunction, releases, and exculpations, thereby satisfying Bankruptcy Rule 3016(c).

M. Disclosure Statement

16. The Disclosure Statement contains (a) sufficient information of a kind consistent with the disclosure requirement of all applicable nonbankruptcy laws, rules, and regulations, including the Securities Act (to the extent applicable) , and (b) “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.

N. Burden of Proof

17. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation. Further, the Debtors have proven

the elements of sections 1129(a) and 1129(b) by clear and convincing evidence. Each witness who testified on behalf of the Debtors in connection with 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

18. 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

19. 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

20. 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 ten 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 not required 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 such Claims and Interests, such classifications were not implemented for any improper purpose and do not unfairly discriminate between or among Holders of Claims and Interests.

21. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests that are 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

22. Article III of the Plan specifies that Claims in Classes 1, 2, 3, 4 and 5 are Unimpaired under the Plan, and Claims and Interests, as applicable, in Classes 6, 7, 8, 9, and 10 are Impaired. In addition, Article II of the Plan specifies that each Holder of Administrative Claims or Allowed Priority Tax Claims against the Debtors shall be allowed and shall receive full and final satisfaction of its Administrative Claim in an amount of Cash equal to the amount of such Allowed Administrative Claim or Allowed Priority Tax Claim. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

iii. Section 1123(a)(3)—Specification of Treatment of Impaired Classes

23. Article III of the Plan specifies the treatment of each Impaired 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

24. 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 the Plan's Implementation

25. The Plan provides adequate and proper means for the Plan's execution and implementation, including: (a) the identity and terms of compensation of the Plan Administrator; and (b) authorizes any other necessary documentation related to implementation of the foregoing. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

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

26. The Plan does not provide for the issuance of new equity interests. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

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

27. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. Article IV.D of the Plan discharges all of the Debtors' officers and directors from their duties effective as of the Effective Date without any further action. In addition, Article IV.D provides that the Plan Administrator shall be appointed in the same fiduciary capacity as applicable to a board of directors and officers of the Wind-Down Debtors and shall succeed to the powers of the Wind-Down Debtors' board of directors and officers. The manner for selection of the Plan Administrator is set forth in the Plan. The selection of Brad Boe of Advisory Trust Group, LLC as the Plan Administrator and the process therefor is consistent with the interests of Holders of Claims and Interests and public policy.

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

28. The Plan's discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are 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

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

ii. Assumption and Rejection of Executory Contracts and Unexpired Leases

30. Article V of the Plan provides that all Executory Contracts and Unexpired Leases have been rejected by previous order of the Court or are deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code on the Effective Date, other than the following: (1) is specifically described in the Plan as to be assumed in connection with Confirmation, is specifically scheduled to be assumed or assumed and assigned pursuant to the Plan, or otherwise is specifically described in the Plan to not be rejected; (2) is subject to a pending motion to assume such Unexpired Lease or Executory Contract as of the Confirmation Date (unless the counterparty to such Unexpired Lease or Executory Contract and the Debtors agree otherwise); (3) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; (4) is the month-to-month lease for the location of the Debtors' offices on Western Way in Jacksonville, Florida; or (5) is an Insurance Contract.

31. Therefore, the Plan satisfies section 1123(b)(2) of the Bankruptcy Code.

iii. Debtor Release

32. The Court's findings with respect to the Debtor Release are in the March 29, 2021 Findings and incorporated herein by reference.

iv. Release by Holders of Claims and Interests

33. The Court's findings with respect to the Third-Party Release are in the March 29, 2021 Findings and incorporated herein by reference.

v. Exculpation

34. The exculpation provisions set forth in Article VIII.E of the Plan are deleted from the Plan, as a modification of the Plan provided by this Confirmation Order.

vi. Lien Releases

35. Except as otherwise provided in the Plan, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date and required to be satisfied pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, compromised, and satisfied, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert automatically to the applicable Debtor and its successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Wind-Down Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of this Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

vii. Additional Plan Provisions

36. The other discretionary provisions in the Plan, are appropriate and consistent with applicable provisions of the Bankruptcy Code, including, without limitation, provisions for the allowance of certain Claims and Interests, treatment of D&O Liability Insurance Policies, and the retention of court jurisdiction.

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

37. 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, 1128, and 1129, and with Bankruptcy Rules 2002, 3017, 3018, and 3019.

38. The Debtors and their agents solicited votes to accept or reject the Plan after the Bankruptcy Court approved the adequacy of the Disclosure Statement, pursuant to section 1125(a) of the Bankruptcy Code and the Disclosure Statement Order.

39. The Debtors and 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, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Disclosure Statement Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

40. The Debtors and their agents 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

41. 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 Bankruptcy Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and the record of the Chapter 11 Cases, the Disclosure Statement, the hearing on the Disclosure Statement, and the record of the Confirmation Hearing and other proceedings held in the Chapter 11 Cases.

42. The Plan is the product of good faith, arm's-length negotiations by and among the Debtors, the Debtors' directors, officers and managers, the Committee, and the other constituencies involved in the Chapter 11 Cases. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith, serve the public interest, and assure fair treatment of holders of Claims and Interests. The Chapter 11 Cases have been managed and administered in an exemplary fashion to efficiently liquidate the Debtors' assets and distribute proceeds to creditors with minimum expense, delay or controversy. Consistent with the overriding purpose of chapter 11 of the Bankruptcy Code, the Debtors filed the Chapter 11 Cases with the belief that the Debtors were in need of liquidation and the Plan was negotiated and proposed with the intention of maximizing stakeholder value 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

43. Any payment made or to be made by the Debtors or the Plan Administrator for services or costs and expenses in connection with the Chapter 11 Cases or the Plan and incident to the Chapter 11 Cases, as applicable, has been approved by or is subject to the approval of the

Bankruptcy Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

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

44. Because the Plan provides for the liquidation of the Estates' assets and resignation of the Debtors' officers, directors, and managers, section 1129(a)(5) of the Bankruptcy Code does not apply. To the extent section 1129(a)(5) of the Bankruptcy Code applies to the Wind-Down Debtors, the Debtors have satisfied the requirements of this provision by, among other things, disclosing the identity and terms of compensation of the Plan Administrator.

g. Section 1129(a)(6)—Rate Changes

45. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and, accordingly, 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

46. The evidence in support of the Plan that was proffered or adduced at the Confirmation Hearing, and the facts and circumstances of the Chapter 11 Cases, establishes that each Holder of Allowed Claims or Interests 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 a result, the Debtors have demonstrated that the Plan is in the best interests 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 Impaired Classes; Fairness of Plan with Respect to Deemed Rejecting Class

47. The Presumed Accepting Classes are Unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Nevertheless, because the Plan has not been accepted by the Deemed Rejecting Classes, the Debtors seek Confirmation under section 1129(b), solely with respect to the Deemed Rejecting Classes, rather than section 1129(a)(8), of the Bankruptcy Code. Although section 1129(a)(8) has not been satisfied with respect to the Deemed Rejecting Class, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Class and, thus, satisfies section 1129(b) of the Bankruptcy Code with respect to such Class as described further below.

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

48. The treatment of Administrative 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 Impaired Class

49. As set forth in the Voting Report, Holders of Claims in Class 6 voted to accept the Plan. As such, there is either at least one class of Claims that is Impaired under the Plan and has accepted the Plan, which was determined without including any insiders' (as defined in the Bankruptcy Code) acceptance of the Plan. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

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

50. 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 Confirmation 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 (other than as contemplated by the Plan) or the need for further financial reorganization; and (d) establishes that the Debtors will have sufficient funds available to meet their obligations under the Plan.

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

51. Article XII.C of the Plan provides that the Debtors shall pay all fees due and payable pursuant to section 1930(a) of the Judicial Code and 31 U.S.C. § 3717, as applicable, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Wind-Down Debtors (or the Disbursing Agent on behalf of each of the Wind-Down Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

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

52. The Plan provides that all retirement benefits, including any supplemental executive retirement plan, as defined in section 1114 of the Bankruptcy Code, to the extent not previously terminated by agreement or applicable law, are terminated as of the Effective Date. The Debtors are not required to pay domestic support obligations pursuant to a judicial or administrative order or statute as set forth in section 1129(a)(13) of the Bankruptcy Code. The

Debtors are not individuals under the Bankruptcy Code. The Debtors are transferring property under the Plan in accordance with applicable nonbankruptcy law that governs the particular property. Therefore, sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code, respectively, have been complied with the Plan.

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

53. Notwithstanding the fact that the Deemed Rejecting Classes have not accepted the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code because (a) Class 6 voted to accept the Plan and (b) the Plan does not discriminate unfairly and is fair and equitable with respect to the Interests in the Deemed Rejecting Classes. As a result, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Thus, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code is not satisfied. After entry of this Confirmation Order and upon the occurrence of the Effective Date, the Plan shall be binding upon the members of the Deemed Rejecting Classes.

p. Section 1129(c)—Only One Plan

54. The Plan is the only plan filed in the Chapter 11 Cases and, accordingly, section 1129(c) of the Bankruptcy Code is satisfied.

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

55. No Governmental Unit has requested that the Bankruptcy 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

56. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

s. Satisfaction of Confirmation Requirements

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

t. Good Faith

58. 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 is the product of extensive collaboration among the Debtors and key stakeholders and accomplishes this goal. Accordingly, the Debtors or the Wind-Down Debtors, as appropriate, have been, are, and will continue acting in good faith if they proceed to (a) consummate the Plan, and any agreements, settlements, transactions, and transfers contemplated thereby and (b) take the actions authorized and directed or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

u. Disclosure: Agreements and Other Documents

59. The Debtors have disclosed all material facts, to the extent applicable, regarding the following: (a) the identity, terms, and compensation of the Plan Administrator; (b) the method and manner of distributions under the Plan; (c) the adoption, execution, and implementation of the other matters provided for under the Plan, including those involving corporate action to be taken by or required of the Debtors or Wind-Down Debtors, as applicable; (d) the exemption under

section 1146(a) of the Bankruptcy Code; (e) the retained Causes of Action; and (f) the adoption, execution, and delivery of all contracts, leases, instruments, securities, releases, indentures, and other agreements related to any of the foregoing.

v. Conditions to Effective Date

60. The Plan shall not become effective unless and until the conditions set forth in Article IX.A of the Plan have been satisfied or waived pursuant to Article IX.B of the Plan.

w. Implementation

61. All documents and agreements necessary to implement the transactions contemplated by the Plan and all other relevant and necessary documents have been negotiated in good faith and at arm's-length, are in the best interests of the Debtors, 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 documents and agreements are essential elements of the Plan and entry into and consummation of the transactions contemplated by each such document or agreement is in the best interests of the Debtors, the estates, and the Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

x. Vesting of Assets

62. Except as otherwise provided in this Confirmation Order, the Plan, or any other agreement, instrument, or other document incorporated therein or in on the Effective Date, any Estate assets remaining shall vest in the Wind-Down Debtors for the purpose of liquidating the

Estates and effecting Consummation of the Plan. Such assets shall be held free and clear of all liens, claims, charges, or other encumbrances unless expressly provided otherwise by the Plan or this Confirmation Order. Any distributions to be made under the Plan from such assets shall be made by the Plan Administrator or its designee. The Wind-Down Debtors and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and this Confirmation Order.

y. Treatment of Executory Contracts and Unexpired Leases.

63. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, the Plan provides for the assumption or rejection of certain Executory Contracts and Unexpired Leases, effective as of the Effective Date except as otherwise provided therein or in another prior or pending notice and/or motion and related order. The Debtors' determinations regarding the assumption or 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 and Interests and other parties in interest in the Chapter 11 Cases.

z. Objections

64. All objections, responses, reservations, statements, and comments in opposition to the Plan (as modified by this Confirmation Order to delete the exculpation provisions in Article VIII.E of the Plan), other than those resolved, adjourned, or withdrawn with prejudice prior to, or on the record at, the Confirmation Hearing are overruled on the merits in all respects. All withdrawn objections, if any, are deemed withdrawn with prejudice. All objections to Confirmation not filed and served prior to the deadline for filing objections to the Plan set forth in

the Confirmation Hearing Notice, if any, are deemed waived and shall not be considered by the Court.

65. All parties have had a full and fair opportunity to litigate all issues raised or might have been raised in the objections to Confirmation of the Plan, and the objections have been fully and fairly litigated or resolved, including by agreed-upon reservations of rights as set forth in this Confirmation Order.

II. ORDER

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

66. This Confirmation Order approves the Disclosure Statement on a final basis in all respects. The Disclosure Statement satisfies the requirements of 11 U.S.C. § 1125.

67. This Confirmation Order confirms the Plan in its entirety as modified herein.

68. This Confirmation Order approves any documents contemplated contained therein, as they may be amended through and including the Effective Date in accordance with and as permitted by the Plan. The terms of the Plan and any exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order; *provided* that, if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control solely to the extent of such conflict.

69. The terms of the Plan, all exhibits thereto, and this Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest, including, but not limited to, the following: (a) the Debtors; (c) Holders of General Unsecured Claims; (d) the Agents and Lenders; (e) the Committee; and (f) all holders of Claims and Interests.

70. The failure to include or refer to any particular article, section, or provision of the Plan, or any related document, agreement, or exhibit does not impair the effectiveness of that

article, section, or provision; it being the intent of the Bankruptcy Court that the Plan, and any related document, agreement, or exhibit are approved in their entirety.

A. Objections

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

B. Plan Modifications

72. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are presumed to accept the Plan, subject to modifications, if any. No Holder of a Claim who has voted to accept the Plan shall be permitted to change its vote as a consequence of the Plan or Plan Supplement modifications. All modifications to the Plan or Plan Supplement made after the Voting Deadline are hereby approved pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

C. Findings of Fact and Conclusions of Law

73. The findings of fact and the conclusions of law set forth in this Confirmation 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 Bankruptcy Court at the Confirmation Hearing in relation to Confirmation, including the Confirmation Ruling, are hereby incorporated into this Confirmation 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 Confirmation Order (including any findings of fact or conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing and incorporated herein) constitutes an order of this Court, it is adopted as such.

D. Post-Confirmation Modification of the Plan

74. Subject to the limitations and terms contained in Article X.A and B of the Plan, the Debtors are hereby authorized to amend or modify the Plan at any time prior to the substantial Consummation, but only in accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, without further order of this Court, subject to the consent rights in the Plan; provided, that, until such time as the ABL Claims and Term Loan Claims have been Paid in Full (as defined in the Cash Collateral Order), any such amendments or modifications adversely affecting the ABL Agent or the Term Agent³ shall require the consent of the ABL Agent and/or the Term Agent, as applicable.

E. Plan Classification Controlling

75. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder and the classifications set forth on the ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent and in no event shall be deemed to modify or otherwise affect the actual classification of Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such

³ For the avoidance of doubt, the term “Term Agent” or “Term Loan Agent” as used herein or in the Plan shall include Callodine Commercial Finance, LLC, in its capacity as successor to Gordon Brothers Finance Company.

Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes.

F. General Settlement of Claims and Interests

76. All distributions made to Holders of Allowed Claims and Interests in any Class are intended to be and shall be final.

G. Further Transactions

77. On the Effective Date, the applicable Debtors or the Wind-Down Debtors (at the direction of the Plan Administrator) shall enter into any transaction and shall take any actions as may be necessary or appropriate to effect the transactions described in the Plan or herein (“Further Transactions”).

H. Corporate Action

78. On the Effective Date, all actions contemplated under the Plan, regardless of whether taken before, on or after the Effective Date, shall be deemed authorized and approved in all respects, including: (1) implementation of the Further Transactions and (2) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan or deemed necessary or desirable by the Debtors before, on, or after the Effective Date involving the corporate structure of the Debtors or the Wind-Down Debtors, and any corporate action required by the Debtors or the Wind-Down Debtors in connection with the Plan or corporate structure of the Debtors or Wind-Down Debtors shall be deemed to have occurred and shall be in effect on the Effective Date, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Wind-Down Debtors. Before, on, or after the Effective Date, the appropriate officers of the Debtors or the Wind-Down Debtors, as applicable, shall be authorized to issue, execute, and deliver the agreements,

documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Wind-Down Debtors. The authorizations and approvals contemplated by this Section H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Vesting of Assets in the Wind-Down Debtors and Continued Corporate Existence

79. Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated herein or therein or in a an agreement approved by separate order of this Court, on the Effective Date, the assets of the Debtors shall vest in the Wind-Down Debtors for the purpose of liquidating the Estates, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, the Debtors and the Wind-Down Debtors may (at the direction of the Plan Administrator) 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.

80. Except as otherwise provided in the Plan or this Confirmation Order, at least one Debtor shall continue in existence after the Effective Date as the Wind-Down Debtors for purposes of (a) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Wind-Down Debtors after the Effective Date, (b) performing their obligations under the Purchase Agreement or any transition services agreement entered into on or after the Effective Date by and between the Wind-Down Debtors and the Purchasers, (c) resolving any Disputed Claims, (d) making distributions on account of Allowed Claims in accordance with the Plan, (e) filing appropriate tax returns, and (f) administering the Plan in an efficacious manner. The Wind-Down Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (1) motions, contested matters, and adversary

proceedings pending in the Bankruptcy Court, and (2) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

81. On the Effective Date, any Estate non-Cash assets remaining shall vest in the Wind-Down Debtors for the purpose of liquidating the Estates and Consummating the Plan. Such assets shall be held free and clear of all liens, claims, and interests of Holders of Claims and Interests, except as otherwise provided in the Plan. Any distributions to be made under the Plan from such assets shall be made by the Plan Administrator or its designee. The Wind-Down Debtors and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and this Confirmation Order.

J. Plan Administrator

82. The Plan Administrator shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan and as otherwise provided in this Confirmation Order.

83. The Plan Administrator shall act for the Wind-Down Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as directors and officers of the Wind-Down Debtors shall be deemed to have resigned, solely in their capacities as such, and a representative of the Plan Administrator shall be appointed as the sole manager and sole officer of the Wind-Down Debtors and shall succeed to the powers of the Wind-Down Debtors' directors and officers. From and after

the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Wind-Down Debtors. For the avoidance of doubt, the foregoing shall not limit the authority of the Wind-Down Debtors or the Plan Administrator, as applicable, to continue the employment any former manager or officer.

84. The Plan Administrator shall cooperate reasonably and in good faith with the U.S. Trustee to provide a reasonable protocol to provide the U.S. Trustee with such reasonable information about the Plan Administrator's costs and expenses as may be reasonably appropriate.

85. Any unpaid creditor of the Debtors may request and receive reasonable information about the Plan Administrator's costs and expenses by contacting the Plan Administrator at the address set forth in Article XII.G of the Plan.

86. After the Effective Date, on a quarterly basis, the Plan Administrator shall file with the Bankruptcy Court a statement of the professional fees and expenses paid to the Plan Administrator and the professionals retained by the Plan Administrator.

87. The Plan Administrator shall be bonded to the reasonable satisfaction of the U.S. Trustee.

K. Plan Implementation Authorization

88. The Debtors, the Wind-Down Debtors, or the Plan Administrator, as the case may be, and their respective directors, officers, members, agents, and attorneys, financial advisors, and investment bankers are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document related to the Plan, as the same may be modified, amended and supplemented, and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms and the terms hereof, or

take any or all corporate actions authorized to be taken pursuant to the Plan or this Confirmation Order, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Bankruptcy Court. To the extent applicable, any or all such documents shall be accepted upon presentment by each of the respective state filing or recording offices and filed or recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. Notwithstanding the requirements of the Florida Business Corporation Act or any other potentially applicable law, no action of the Debtors' boards of directors, shareholders or the Wind-Down Debtors will be required to authorize the Debtors or the Wind-Down Debtors, as applicable, to enter into, execute and deliver, adopt or amend, as the case may be, any such contract, instrument, release, or other agreement or document related to the Plan, and following the Effective Date, each of the Plan documents will be a legal, valid, and binding obligation of the Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable, enforceable against the Debtors, the Wind-Down Debtors, and the Plan Administrator, in accordance with the respective terms thereof.

L. Cancellation of Securities and Agreements

89. Upon the Effective Date: (a) the obligations of the Debtors under the ABL Loan Documents and Term Loan Documents and any other certificate, Security, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that are Reinstated pursuant to the Plan and, as to the Prepetition Lenders except as otherwise provided under post-petition agreements approved by Orders of this Court) shall be canceled solely as to

the Debtors and their affiliates, and the Wind-Down Debtors shall not have any continuing obligations thereunder; (b) all outstanding shares of stock of the Debtors will be cancelled and of no further legal force and effect; (c) the Debtors will no longer have any reporting requirements under state or federal securities laws or the rules of any stock exchange and shall take all actions to deregister such securities from registration with the Securities and Exchange Commission; and (d) the obligations of the Debtors and their affiliates pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in the Debtors that are specifically Reinstated pursuant to the Plan) shall be released.

M. Wind Down and Dissolution

90. On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to Wind Down and dissolve the Estates. As soon as practicable after the Effective Date, the Plan Administrator shall cause the Debtors to comply with, and abide by, the terms of the Purchase Agreement and take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Except to the extent necessary to complete the Wind Down of any remaining assets or operations from and after the Effective Date, the Debtors (1) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall

not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (2) shall be deemed to have canceled all Interests, and (3) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

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

91. This Confirmation 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 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 Disclosure Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

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

92. Notwithstanding any provision herein to the contrary, the Court's ruling with respect to the Debtor Release and Third-Party Release is set forth in the March 29, 2021 Findings and incorporated herein by reference.

P. Assumption (or Assumption and Assignment) and Rejection of Executory Contracts and Unexpired Leases

93. 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.

94. On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, including any employee benefit plans (other than the Stein Mart, Inc. Retirement Plan), severance plans, and other Executory Contracts under which employee obligations arise, shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) is specifically described in the Plan as to be assumed in connection with Confirmation or otherwise is specifically described in the Plan to not be rejected; (2) is subject to a pending motion to assume such Unexpired Lease or Executory Contract as of the Confirmation Date (unless the counterparty to such Unexpired Lease or Executory Contract and the Debtors agree otherwise); (3) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; or (4) is an Insurance Contract. Entry of this Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided in pursuant to sections 365(a) and 1123 of the Bankruptcy Code. For the avoidance of doubt, such assumptions, assignments, and rejections will be effective on the Effective Date of the Plan.

95. The Stein Mart Inc. 401(k) Plan and employee health insurance plans will be terminated and wound-down by the Wind-Down Debtors under the supervision of the Plan Administrator. The Plan Administrator shall have full power and authority to authorize and execute such documents and instruments and take such actions as the Plan Administrator deems appropriate to liquidate and wind down the Stein Mart 401(K) Plan and employee health insurance plans without need of any further Bankruptcy Court approval.

Q. Provisions Governing Distributions

96. The distribution provisions of Article VI of the Plan shall be and hereby are approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Debtors or the Wind-Down Debtors, as applicable, shall make all distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan or this Confirmation Order, as applicable.

R. Release of Liens

97. Except as otherwise specifically provided in the Plan, this Confirmation Order, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Wind-Down Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors or Wind-Down Debtors. The Agents shall execute and deliver all documents reasonably requested by the Wind-Down Debtors or the Plan Administrator to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Wind-Down Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto.

S. Post-Confirmation Notices and Bar Dates

98. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than ten (10) Business Days after the Effective Date, the Wind-Down Debtors or the Plan Administrator, as applicable, must cause notice of Confirmation and the occurrence of the Effective Date (the

“Notice of Confirmation”) to be filed on the docket and be served by United States mail, first-class postage prepaid, by hand, by overnight courier service, or by electronic service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Confirmation Hearing Notice but received such notice returned marked as “undeliverable as addressed,” “moved, left no forwarding address,” “forwarding order expired,” or similar language, unless such Entity has informed the Debtors in writing of or the Debtors are otherwise aware of such Entity’s new address. For those parties receiving electronic service, filing on the docket is deemed sufficient to satisfy such service and notice requirements.

99. Mailing and publication of the Notice of Confirmation in the time and manner set forth in this paragraph will be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice is necessary.

100. The Notice of Confirmation will have the effect of an order of the Bankruptcy Court, will constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

101. Holders of Administrative Claims that are required to File and serve a request for such payment of such Administrative Claims that do not file and serve such a request on or before the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, any purchasers of their assets, or their respective property, and such Administrative Claims shall be deemed compromised, settled, and released as of the Effective Date. Allowed Priority Tax Claims shall be paid in cash, in the order of priority

established by the Bankruptcy Code, following Allowed Claims of the kind specified in section 507(a)(7) of the Bankruptcy Code and before allowed Claims of the kind specified in section 507(a)(9) in the Bankruptcy Code.

T. Notice of Subsequent Pleadings

102. Except as otherwise provided in the Plan or in this Confirmation Order, notice of all subsequent pleadings in the Chapter 11 Cases after the Effective Date will be limited to the following parties: (a) the Wind-Down Debtors and their counsel; (b) the U.S. Trustee; (c) the Plan Administrator, (d) the Lenders, (e) any party known to be directly affected by the relief sought by such pleadings; and (f) any party that specifically requests additional notice in writing to the Debtors or Wind-Down Debtors, as applicable, or files a request for notice under Bankruptcy Rule 2002 after the Effective Date. The Notice and Claims Agent shall not be required to file updated service lists.

U. Section 1146 Exemption

103. To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto, including the issuance, transfer or exchange of any security under the Plan 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.

V. Preservation of Causes of Action

104. Except as otherwise provided in the Plan or this Confirmation Order or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b)(3) of the Bankruptcy Code, the Wind-Down Debtors shall have vested in them as of the Effective Date, and the Wind-Down 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 the Wind-Down Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including as set forth in Article VIII thereof.

W. Reports

105. Except as required under the Cash Collateral Order (in respect of the Lenders), after entry of this Confirmation Order, the Debtors or Wind-Down Debtors, as applicable, shall have no obligation to file with the Court, serve on any parties, or otherwise provide any party with any other report that the Debtors or Wind-Down Debtors, as applicable, were obligated to provide under the Bankruptcy Code or an order of the Court, including obligations to provide (a) any reports to any parties otherwise required under the "first" and "second" day orders entered in these Chapter 11 Cases and (b) monthly operating reports (even for those periods for which a monthly operating report was not filed before the Confirmation Date); *provided* that the Debtors or Wind-Down Debtors, as applicable, will comply with the U.S. Trustee's quarterly reporting requirements. The Wind-Down Debtors or the Plan Administrator, as applicable, shall no longer have the obligation to file quarterly reports with respect to a Debtor once such Debtor's case is converted, dismissed or a final decree has been entered by the Court.

X. Effectiveness of All Actions

106. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Court, or further action by the Debtors, the Wind-Down Debtors, and/or the Plan Administrator and their respective directors, officers, members, or stockholders, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

Y. Binding Effect

107. On the date of and after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors and any and all Holders of Claims or Interests (irrespective of whether the Holders of such Claims or Interests accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunction described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

108. 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 Confirmation Order, all prior orders entered in the Chapter 11 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, the Wind-Down Debtors, Plan Administrator, and each of their respective successors and assigns.

109. The Plan, all documents and agreements executed by the Debtors in connection therewith, this Confirmation Order, and all prior orders of the Court in the Chapter 11 Cases shall be binding against and binding upon and shall not be subject to rejection or avoidance by any Chapter 7 or Chapter 11 trustee appointed in any of the Chapter 11 Cases and the Plan Administrator.

Z. Directors, Officers and Managers

110. As of the Effective Date, the existing boards of directors of the Debtors shall be dissolved without any further action required on the part of the Debtors or the Debtors' officers, directors, shareholders, and members and any all remaining officers, directors, managers, or managing members, with the exception of certain officers of each Debtor shall be dismissed without any further action required on the part of any such Debtor, the shareholders of such Debtor, the officers and directors of such Debtor, or the members of such Debtor, *provided that* the Wind-Down Debtors and the Plan Administrator, as applicable, may enter into agreements for the continued employment of certain employees on reasonable terms, if reasonably necessary to conduct their remaining business.

111. The Debtors shall pay any outstanding statutory fees, pursuant to section 1930(a) of the Judicial Code, in full on the Effective Date, and the Wind-Down Debtors or the Plan Administrator shall continue to pay such fees until the Chapter 11 cases are converted, dismissed, or closed, whichever occurs first.

AA. Claims Reconciliation Process

112. The procedures and responsibilities for, and costs of, reconciling Disputed Claims shall be as set forth in the Plan or as otherwise ordered by the Court.

BB. Professional Compensation and Reimbursement Claims and Professional Fee Escrow Account

113. Except as otherwise specifically provided in the Plan, from and after the Confirmation 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 and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors or the Wind-Down Debtors. The Debtors and Wind-Down Debtors (as applicable) shall pay, within ten business days after submission of a detailed invoice to the Debtors or Wind-Down Debtors (as applicable), such reasonable claims for compensation or reimbursement of expenses incurred by the Professionals of the Debtors and Wind-Down Debtors (as applicable). If the Debtors or Wind-Down Debtors (as applicable) dispute the reasonableness of any such invoice, the Debtors or Wind-Down Debtors (as applicable) or the affected professional may submit such dispute to the Court for a determination of the reasonableness of any such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

114. All professionals shall file final fee applications within forty-five (45) days of the entry of this Confirmation Order.

CC. Nonseverability of Plan Provisions upon Confirmation

115. Notwithstanding the possible applicability of Bankruptcy Rules 3020(e), 6004(g), 6004(h), 7062, 9014, or otherwise, the terms and conditions of this Confirmation Order will be effective and enforceable immediately upon its entry. Each term and provision of the Plan, and the transactions related thereto as it heretofore may have been altered or interpreted by the Bankruptcy Court is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors, and (c) nonseverable and mutually dependent.

DD. Waiver or Estoppel

116. Except as otherwise set forth in the Plan or this Confirmation Order, each Holder of a Claim or an 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 Bankruptcy Court before the Confirmation Date.

EE. Authorization to Consummate

117. The Debtors are authorized to consummate the Plan, including an Further Transactions contemplated thereby, at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article IX 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 first date, on or after the Effective Date, on which distributions are made in accordance with the terms of the Plan to Holders of any Allowed Claims or Interests (as applicable).

FF. Injunctions and Automatic Stay

118. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order (including the Injunction) shall remain in full force and effect in accordance with their terms.

GG. Effect on Cash Collateral Order.

119. Except as modified by the ABL Stipulation and/or the Term Stipulation, as applicable, on and after the entry of this Confirmation Order, and notwithstanding the occurrence of the Effective Date: (i) the Cash Collateral Order shall continue in full force and effect and be binding on all parties, to the same extent for all purposes; and (ii) the terms and provisions of the Cash Collateral Order shall survive entry of this Confirmation Order and remain in full force and effect at all times on and after the Effective Date.

HH. Local Tax Authorities Claims

120. The following provision applies to those certain taxing authorities identified as “Objecting Local Tax Authorities” in Footnote 8 of the Cash Collateral Order or taxing authorities who have timely filed a secured tax claim with respect to personal property taxes due and owing by the Debtors which claim is Allowed as a Secured Claim by agreement or order of the Court; *provided, however*, this provision does not create any new or independent right to assert such a claim or a lien (collectively, the “Local Tax Authorities”).

121. Notwithstanding any other provision of the Plan or this Confirmation Order, any allowed Other Secured Claims of the Local Tax Authorities (the “Allowed Secured Tax Claims”)

shall be classified in Class 1 Other Secured Claims. An Allowed Secured Tax Claim shall be paid by the Wind-Down Debtors or Plan Administrator within thirty (30) days of the Effective Date for all Claims deemed Allowed as of the Effective Date and, for all other Claims, within thirty (30) days of such claim being deemed Allowed. The Local Tax Authorities shall retain statutory liens securing prepetition claims, if applicable, and postpetition claims, until such claims are paid in full. The Allowed Secured Tax Claims of the Local Tax Authorities shall include interest at the statutory rate from the Petition Date through the date of payment of such claims. Further, the Local Tax Authorities shall retain their liens on funds reserved as set forth in paragraph 29 of the Cash Collateral Order. All parties' rights and responsibilities under paragraph 29 the Cash Collateral Order shall continue in accordance with the terms therein.

II. Texas Comptroller Claims

122. Notwithstanding anything to the contrary in the confirmed plan or this confirmation order, the Texas Comptroller (i) will receive the Debtors' full cooperation in connection with any pending tax audits, (ii) subject to order of the Bankruptcy Court or an agreement with the Debtors, is entitled to receive full payment of its allowed priority tax claims (Nos. 4710, 4711, and 4733), in accordance with §§ 1129(a)(9)(A) and (C), including full funding for the claims in any plan reserves, unless and until such priority claims are paid or disallowed; (iii) will receive interest on its priority claims at the rate of 4.25% under Texas law (in accordance with §§ 511 and Texas Tax Code § 111.060), (iv) is not enjoined from pursuing any non-debtor party for any liabilities in any way related to the Debtors' tax obligations, without regard to the release or exculpation provisions in the plan and confirmation order; (v) is not one of the "Releasing Parties" as that term is used in the plan, and no non-debtor entity or person is released or exculpated with respect to the Comptroller; (vi) is not enjoined from exercising its setoff or recoupment rights to the extent that

such rights relate to (1) a tax refund claim asserted after the Petition Date by any of the Debtors, (2) a tax return amended after the Petition Date by any of the Debtors; any setoff or recoupment right as of the Petition Date shall not be affected by confirmation if a proof of claim or motion filed by the Texas Comptroller has asserted such right; (vii) will use reasonable efforts to timely file formal requests for any administrative expenses, however, failure to file such requests does not bar the Comptroller from seeking such administrative expenses accruing after the administrative bar date previously entered by the Bankruptcy Court for governmental entities, in light of Bankruptcy Code § 503(b)(1)(D), and (viii) may enforce Texas law with respect to tax records and document retention, provided any disputes regarding the compliance by the Debtors shall be addressed by the Bankruptcy Court until this Case is closed, unless the Bankruptcy Court declines to exercise such jurisdiction.

JJ. Third-Party Release Opt Out

123. For the avoidance of doubt and notwithstanding anything to the contrary contained herein or in the Plan, any party in interest that timely (including any extensions agreed by the Debtors) filed a pleading on the docket including an election to opt out of the Third-Party Release shall not be considered a Releasing Party pursuant to the Plan, irrespective of whether such party submitted a Ballot or form electing to opt out of the Third-Party Release.

KK. Certain Landlord Matters

124. For the avoidance of doubt, the injunction of Article VIII.F of the Plan does not enjoin landlords that have opted out of the Third-Party Releases or objected to the Third-Party Releases from pursuing claims against non-debtor persons or entities arising from the use or occupancy of the leased premises during Store Closing Sales or against applicable insurance providers even if the underlying claim may otherwise be released or enjoined as to the Debtors.

125. Notwithstanding anything to the contrary in the Plan or Disclosure Statement, unless otherwise agreed to by the Holders of an Allowed Administrative Claim and the Debtors or the Wind-Down Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed as of the Effective Date, within three (3) Business Days of the Effective Date (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date (including claims of landlords under leases of non-residential real property) in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

126. Notwithstanding anything to the contrary in the Plan or Disclosure Statement, the Claims Objection Bar Date with respect to any Administrative Claim shall be on the date that is the later of (a) 90 days after the Effective Date (as may be extended by the Bankruptcy Court upon the request of the Debtors or the Wind Down Debtors) and b) such other period of limitation as may be specifically fixed by the Bankruptcy Court.

127. Notwithstanding anything to the contrary in the Plan or Disclosure Statement, the Claims Objection Bar Date with respect to any Claim other than an Administrative Claim shall be on the date that is the later of (a) 120 days after the Effective Date (as may be extended by the Bankruptcy Court upon the request of the Debtors or the Wind Down Debtors) and b) such other period of limitation as may be specifically fixed by the Bankruptcy Court.

128. Notwithstanding anything to the contrary in the Plan or Disclosure Statement, no Claim may be adjusted or disallowed without notice and an opportunity to object consistent with the Federal Rules of Bankruptcy Procedure and Local Rules of Bankruptcy Practice for the Bankruptcy Court.

129. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, nothing shall modify the rights of a counterparty to a nonresidential real property lease, if any, or serve to release, waive or enjoin, any third party indemnification obligations of the Debtors, if any, arising from third-party claims asserted with respect to or arising from the Debtors' use and occupancy of a leased premises prior to the Effective Date for which the Debtors had a duty to indemnify such counterparty pursuant to the terms of a nonresidential real property lease, which obligations shall survive confirmation and remain in effect after the Effective Date, but in all events limited to the extent of coverage available under any Insurance Contract, and this provision does not constitute any admission of liability and any defenses are preserved with respect to any such third party claims and indemnification claims.

130. Article VIII.G. of the Plan is hereby modified to provide as follows:

"G. Preservation of Setoff Rights

Notwithstanding anything to the contrary in this Plan or the Disclosure Statement, nothing shall modify the rights, if any, of any holder of a Claim or any current or former party to an Executory Contract or Unexpired Lease, to assert any right of setoff or recoupment that such party may have under applicable bankruptcy or non-bankruptcy law, including, but

not limited to, (i) the ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their unexpired lease(s) with the Debtors, or any successors to the Debtors, under the Plan; (ii) assertion of rights of setoff or recoupment, if any, in connection with claims reconciliation; or (iii) assertion of setoff or recoupment as a defense, if any, to any claim or action by the Debtors, the Wind-Down Debtors, or any successors of the Debtors.”

LL. Allowed Other Priority Claims

131. A Priority Claim that is Allowed shall be paid in full as provided in the Plan.

MM. Dissolution of the Creditors’ Committee

132. On the Effective Date, the Committee shall dissolve automatically and the members thereof shall be released and discharged from all rights, duties, responsibilities, and liabilities arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code, except for the limited purpose of prosecuting requests for payment of Professional Fee Claims for services and reimbursement of expenses incurred by the Committee and its Professionals. The Wind-Down Debtors shall not be responsible for paying any fees or expenses incurred by the Committee Members or advisors to the Committee after the Effective Date except for the limited purposes identified above.

NN. Effect of Non-Occurrence of Conditions to the Effective Date

133. If the Effective Date of the Plan does not occur, (a) the Plan shall be null and void in all respects other than as set forth herein and (b) nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors, any Holders, or any other Entity; (ii) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

OO. Effect of Conflict Between Plan, the Disclosure Statement, and Confirmation Order

134. Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. In the event of any conflict between the Plan and the Confirmation Order, the Confirmation Order shall govern and control. The exculpation provisions set forth in Article VIII.E of the Plan are deleted.

PP. Retention of Jurisdiction

135. This Court retains jurisdiction over the Chapter 11 Cases, all matters arising out of or related to the Chapter 11 Cases and the Plan, the matters set forth in Article XI and other applicable provisions of the Plan.

QQ. Waiver of 14-Day Stay

136. Notwithstanding Bankruptcy Rule 3020(e), and to the extent applicable, Bankruptcy Rules 6004(h), 7062, and 9014, this Confirmation Order is effective immediately and not subject to any stay.

RR. Final Order

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

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Debtors' counsel is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of this order.