

ON THE DATE HEREOF, CAME ON FOR CONSIDERATION Debtor's *Third Amended Plan Of Liquidation Dated April 15, 2005, As Modified* by the Confirmation Order and further modified by the *Second Modification* (as so modified, the "Plan"). Adequate notice of the hearing on the Second Modification having been given to interested parties, and the appearances of the parties having been noted in the record, and based upon representations of counsel made at such hearing, and the Court having duly deliberated and determined that sufficient cause exists therefore, it is hereby **FOUND AND CONCLUDED THAT:**

The findings and conclusions set forth in the Confirmation Order and read into the record at the prior Confirmation Hearing, as supplemented by findings and conclusions set forth below, constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable by Fed. R. Bankr. P. 9014. By reference thereto, all provisions of – and all of the exhibits to – the Confirmation Order are, except as may be modified by the provisions of this Amended Confirmation Order, fully incorporated and made a part of this Order as if they were expressly stated in and/or fully appended to this Amended Confirmation Order. Furthermore:

1. Although the Plan has been further modified by the Second Modification, all the modifications comply with 11 U.S.C. § 1127(b). The Second Modification was proposed in good faith for the valid purpose of rendering the Plan effective as intended by the Confirmation Order.

2. The modifications made to the Plan by the Second Modification do not effectuate a material change to the Plan, nor do they cause it to fail to meet the requirements of 11 U.S.C. §§ 1122 or 1123. Such modifications do not substantively change or adversely affect the treatment of any Claim of any Creditor or the Interest of any Equity Holder under the Plan.

3. The Plan, as so further modified, complies with all applicable provisions of the Code, and the Debtor, as Plan proponent, has complied with such provisions (including, without

limitation, all applicable requirements of 11 U.S.C. § 1129). Consequently, all the circumstances warrant such modifications and confirmation of the Plan as so modified. 11 U.S.C. §§ 1127(b).

Accordingly, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

4. All Plan modifications reflected in the Second Modification are non-material or do not adversely affect the rights of any party. Such modifications are incorporated herein and are hereby approved pursuant to 11 U.S.C. § 101, *et seq.*, without the need to further solicit any party.

5. The Debtor and Plan Trustee are authorized to commence consummation of the Plan and transactions contemplated thereby immediately upon, or concurrently with, satisfaction of conditions set forth in the Plan (as further modified) and this Amended Confirmation Order. The stay of this Order's effect pursuant to Fed. R. Bankr. P. 3020 is modified as set forth below to permit the Debtor and/or Plan Trustee to, *inter alia*, close the Liquidating Trust Agreement, the Asset Distribution Agreement and/or all partnership resolutions as substantially described in the Second Modification, and to take any other actions deemed reasonably necessary to promptly render the Plan effective. The Debtor and Plan Trustee are hereby authorized to make technical, clerical or non-material modifications to any related Plan Document without further Court order.

6. Except as may be more specifically stated in the partnership resolutions described in the Second Modification, all references in the Plan and the Confirmation Order to the "officers, directors or stockholders" or "Board of Directors" of the Debtor shall generally be understood and deemed for all purposes to refer to Debtor's general and limited partners in their respective capacities as such (inclusive of any related positions as officers, directors, managers, managing partners, or other control parties), as any particular contexts may require.²

² The adoption, on the Effective Date, of any required resolution amending the Debtor's Limited Partnership Agreement is authorized and approved in all respects, in each case, without further action under any otherwise applicable law, regulation, order or rule, and Debtor's various partners are authorized to execute and file such resolution to effect the provisions hereof.

7. On the Effective Date of the Plan (as further modified), the Official Committee of Warranty Holders shall cease to exist and shall have no further standing or role in this case.

8. Rejection Claims arising from the rejection of an executory contract or lease must be filed with the Court and served on the Debtor and Plan Trustee and their respective counsel no later than the Rejection Claim Bar Date, as defined in the Second Modification. Any such claim not filed by that Rejection Claim Bar Date will be forever barred and will not receive a distribution.

9. To the extent of any inconsistency between the provisions of the original plan, the First Modification and/or this Order, the terms and conditions contained herein shall govern.

10. The further modifications to the Plan, as set forth in the Second Modification, are **APPROVED** and, by operation of 11 U.S.C. § 1127(b), are determined to be part of the Plan as confirmed. The Plan (as so modified) is hereby **CONFIRMED** pursuant to 11 U.S.C. § 1129.

11. The Confirmation Order (inclusive of all its exhibits) is incorporated herein for all purposes. This Amended Confirmation Order is a **FINAL** order, and the effectiveness of this Agreed Confirmation Order and all of its provisions (and, thus, the authority of the Debtor and the Plan Trustee to take any reasonably necessary actions to close and render the Plan effective) is **IMMEDIATE** – *i.e.*, this Agreed Confirmation Order, pursuant to Fed. R. Bankr. P. 3020(e), is in all respects **not** subject to any stay until the expiration of ten (10) days after its entry.

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END OF ORDER