



ORDERED in the Southern District of Florida on May 18, 2017.

A handwritten signature in cursive script that reads "A Jay Cristol".

**A. Jay Cristol, Judge
United States Bankruptcy Court**

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

In re: FIRST ONE HUNDRED, LLC, Debtor.	Case No.: 16-13973-AJC Chapter 11
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**ORDER CONFIRMING FIRST AMENDED LIQUIDATING PLAN OF
REORGANIZATION FILED BY AARONSON SCHANTZ BEILEY P.A.**

THIS MATTER came before the Court on May 10, 2017 at 2:00 p.m. for confirmation of the First Amended Liquidating Plan of Reorganization of First One Hundred, LLC (the “Plan”) [ECF 131], proposed by secured creditor Aaronson Schantz Beiley P.A. (“ASBPA” or the “Plan Proponent”).¹

¹ Unless otherwise defined herein, all capitalized terms used in this Order shall have the meanings ascribed to them under the First Amended Liquidating Plan of Reorganization.

In connection with the confirmation of the Plan, the Court has reviewed, considered, and entered into evidence without objection the (i) Certificate of Proponent of Plan on Acceptance of Plan, Report on Amount to be Deposited, Certificate of Amount Deposited and Payment of Fees (the “Ballot Summary”) [ECF 162], (ii) Confirmation Affidavit of Geoffrey S. Aaronson, filed in support of confirmation of the Plan (the “Confirmation Affidavit”) [ECF 161], and Feasibility Affidavit of Wes Powell, the Assistant City Attorney of the City of Orlando, filed in support of confirmation of the Plan (the “Feasibility Affidavit”) [ECF 159]. The Court has also considered: (i) the record in this bankruptcy case, including, *inter alia*, the *ore tenus* withdrawal of the Debtor’s Plan at Disclosure Statement hearing on April 19, 2017; (ii) support of the City of Orlando (the “City”), the Debtor’s largest secured creditor; (iii) the support of the Office of the United States Trustee, and (iv) the unanimous support of all of the secured and unsecured creditors who voted for the Plan.

The Court also takes notice that no written objections to the Plan were filed by any party in interest prior to the deadline established by the Court’s Order (I) Setting Expedited Hearing to Consider Approval of Disclosure Statement; (II) Setting Deadline for Filing Objections to Disclosure Statement; (III) Directing Plan Proponent to Serve Notice; (IV) Setting Hearing on Confirmation of Plan; (V) Setting Deadline for Service and Filing of Ballots; (VI) Setting Deadline for Filing Objections to Confirmation; (VII) Setting Hearing on Fee Applications; (VIII) Directing Debtor to Serve Notice (the “Scheduling Order”) [ECF 133]. The Court also notes that all conditions precedent to the Plan have been met to date and the entry of this Confirmation Order is required as part of the Conditions Precedent to proceed with the closing contemplated by the Plan, and to achieve the Effective Date as set forth in Article XV of the Plan.

Based upon the above and otherwise being fully advised in the premises, the Court hereby makes the following findings of fact and conclusions of law:

1. The Court has jurisdiction over these matters pursuant to sections 105, 363, 1123, 1125, 1128 and 1129 of Title 11 of the United States Code (the “Bankruptcy Code”); sections 157(a), (b)(1) and (b)(2)(L), 1134(a) and (b) of Title 28 of the United States Code; and other various applicable provision of the Bankruptcy Code and Bankruptcy Rules. Confirmation of the Plan, including, but not limited to, the entry of certain injunctions and releases set forth in Article XIII of the Plan, is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court has jurisdiction to enter a final order consistent with Article III of the United States Constitution with respect thereto. The Court has exclusive jurisdiction to determine if the Disclosure Statement should be approved and if the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

2. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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

4. As evidenced by the certificates of service filed with this Court [ECF 135 and 139], adequate and sufficient notice of the hearing to consider the final approval of the Disclosure

Statement and the deadline for filing objections to the adequacy of the Disclosure Statement were provided to all those creditors and parties of interest entitled to notice in this case.

5. The Disclosure Statement contains adequate information and otherwise complies with all applicable provisions of the Bankruptcy Code, including Section 1125 of the Bankruptcy Code and was orally approved at hearing on adequacy of the Disclosure Statement on April 19, 2017.

6. As evidenced by the certificates of service filed with this Court [ECF 135 and 139], adequate and sufficient notice of the Confirmation Hearing, the Plan, the ballot, and the deadline for filing objections to the confirmation of the Plan and the deadline to file ballots were provided to those creditors and parties in interest entitled to notice in this case, including those additional parties in interest set forth in paragraph 8.3 of the Plan. The Plan was transmitted to all creditors entitled to vote.

7. Based on the record before the Court, the Plan Proponent has solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, Sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation.

8. Under the Plan, Classes 1 and 5 will be paid in full on the Effective Date, and therefore are not impaired under the Plan. Under 1126(f) of the Code, these Classes are conclusively presumed to have accepted the Plan.

9. Classes 2, 3, 4, 6, 7, 8 and 9 are Impaired and these Classes were entitled to vote under the Plan. As reflected in the Ballot Summary, all seven of these Classes accepted the

Plan. 100% of total dollar amount and 100% in number of voting Claims in such Classes voted to accept the Plan. Class 10 is the Equity Class which has also voted for the Plan.

10. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1129(a) and (b) of the Bankruptcy Code with respect to all Classes of Claims and interests under the Plan.

11. The Plan Proponent has complied with the applicable provisions of the Bankruptcy Code, and has acted in good faith and not by any means forbidden by law, in connection with the formulation, promulgation, filing and confirmation of the Plan.

12. Notice of the Confirmation Hearing in the form, within the time frame, and in accordance with the Scheduling Order has been given by the Plan Proponent and such notice is adequate and sufficient under the Bankruptcy Rules.

13. The Court has taken judicial notice of all Certificates of Service and finds that all persons required to receive notice of the Confirmation Hearing have received due, proper and adequate notices of such hearings and have had an opportunity to appear at and be heard at such hearing.

14. Any payment made or to be made for professional services or for professional costs and expenses in connection with this case, or in connection with the Plan and incident to these cases, has been approved by, or is subject to approval of, the Court as reasonable.

15. There is no government regulatory commission with jurisdiction over the rates of the Debtor.

16. Because each Class of Claims that are impaired under the Plan and have voted to accept the Plan, and no objections to confirmation of the Plan were timely filed or raised at the

hearing, a liquidation analysis of the Debtor is unnecessary. Notwithstanding, the Confirmation Affidavit makes clear that in a liquidation, secured creditors would not be paid in full, and unsecured creditors would receive nothing.

17. With respect to each impaired Class of Claims, each holder of an Allowed Claim will receive or retain under the Plan on account of such Claim or interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code.

18. The Plan does not discriminate unfairly and is fair and equitable and otherwise complies with all of the provision of section 1129(b) of the Bankruptcy Code.

19. The Plan provides for the payment of all priority claims as defined by section 507(a)(8) of the Bankruptcy Code in the manner required by section 1129(a)(9) of the Bankruptcy Code, unless the Holder of such Claim has agreed to different treatment as described herein.

20. At least one Class of Claims that is Impaired under the Plan has accepted the Plan, as determined without including the acceptance of the Plan by any insider, as such term is defined by section 101(31) of the Bankruptcy Code.

21. Confirmation of the Plan is in the best interests of the Debtor and all Creditors, and all other parties in interest.

22. The total consideration for the purchase of the Properties² to be provided by the City

² The Debtor Properties are particularly described as: (a) Savoy Apartments, 2016 Orange Center Blvd, Orlando, FL 32805 APN: 34-22-29-1036-02070 Legal Description: BUNCHE MANOR U/32 LOT 7 BLK B; (b) Lakeview I Apartments, 2026 Orange Center Blvd, Orlando, FL 32805 APN: 34-22-29-1036-02040 Legal Description: BUNCHE MANOR U/32 LOTS 4 5 & 6 BLK B; (c) Lakeview II Apartments, 2040 Orange Center Blvd, Orlando, FL 32805 APN: 34-22-29-1036-02010 Legal Description: BUNCHE MANOR U/32 LOTS 1 2 & 3 BLK B; (d) Colonial Manor I Apartments, 2100 Orange Center Blvd, Orlando, FL 32805 APN: 34-22-29-1036-01060 Legal Description: BUNCHE MANOR U/32 LOTS 6 THROUGH 10 BLK A; (e) Colonial Manor II Apartments, 2126 Orange Center Blvd, Orlando, FL 32805 APN: 34-22-29-1036-01010 Legal Description: BUNCHE MANOR U/32 LOTS 1 THROUGH 5

of Orlando constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, and (b) fair consideration under the Uniform Fraudulent Transfer Act.

23. The Plan Proponent and its officers, members, employees, partners, and representatives (i) have acted in good faith in negotiating, formulating, and proposing the Plan and agreements, compromises, settlements, transactions and transfers contemplated thereby, (ii) will be acting in good faith in proceeding to (a) consummate the Plan and the agreements, compromises, settlements, transactions, and transfers contemplated thereby, and (b) take the actions authorized and directed or contemplated by this Order, and (iii) have proposed the Plan (including all documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law, thereby complying with Section 1129(a)(3) of the Bankruptcy Code. The Plan Proponent's good faith is evident from the record of this case, including the Confirmation Affidavit and the record of the Confirmation Hearing and other proceedings held before the Court in this case. The Plan and the transactions contemplated thereunder, were negotiated, proposed, and entered into by the Plan Proponent, the Debtor and the City of Orlando at arm's length, without collusion or fraud, in good faith, and for good and sufficient consideration, within the meaning of section 363(m) of the Bankruptcy Code and the Plan Proponent has satisfied its obligations under Section 1129(a)(3) of the Bankruptcy Code. As a result of the foregoing, the Plan Proponent, the Debtor and the City of Orlando are entitled to the protections of section 363(m) of the Bankruptcy Code with the City presumptively found to be a good faith purchaser for value.

24. All Secured and Unsecured Creditors known to the Plan Proponent, including Equity, have approved the Plan and the sale to the City of Orlando under the terms, and for the

BLK A; and, (f) Bunch Manor Apartments, 800 S Tampa Ave, Orlando, FL 32805 APN: 34-22-29-1036-02080 Legal Description: BUNCHE MANOR U/32 LOTS 8 THROUGH 14 BLK B (LESS RD R/W).

consideration, set forth in the Plan. As a result of the foregoing, there is no need to conduct a competitive sale process for the Properties.

25. None of the Plan Proponent, Debtor, the City of Orlando, or any other party has engaged in any conduct that would cause or permit the transaction contemplated by the Plan to be avoided under section 363(n) of the Bankruptcy Code. Neither the Plan Proponent, Debtor nor the City of Orlando have violated section 363(n) by any action or inaction, and neither the transactions contemplated under the Plan violate the provisions of section 363(n) of the Bankruptcy Code. The transactions under the Plan may not be avoided or subject to avoidance, recoupment or any other claim, and no damages may be assessed against the Plan Proponent, Debtor, the Reorganized Debtor, the City of Orlando, or any other party under section 363(n) of the Bankruptcy Code or any other applicable bankruptcy or non-bankruptcy law.

26. Upon entry of this Order and compliance with the requirements to close set forth herein and in the Plan, the transfer of the Debtor's right, title, and interest in the Properties to the City of Orlando is in all respects a valid, legal and effective transfer of the Properties to The City of Orlando, under section 363(f) of the Bankruptcy Code, free and clear of all liens (as that term is defined in section 101(37) of the Bankruptcy Code), claims (as that term is defined in section 101(5) of the Bankruptcy Code), interests or encumbrances of any kind or nature whatsoever, including (but not limited to): (a) any liens and claims that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtor's or The City of Orlando's interest in the Properties, or any similar rights, (b) the State Court Action; (c) the Agreement Not to Encumber between PDQ Coolidge Formad, LLC, and OJEC Participants, LLC, Instrument Number 20080072038, recorded at OR BK 09587 PG 2557;(d) the final judgment

of Darrin L. Mitchell d/b/a Florida Property Tax Professionals f/k/a Florida Property Tax Professionals, LLC; (e) liens and claims relating to taxes arising under, out of, in connection with, or in any way relating to the Properties prior to the closing; and (f)(i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal, or charges of any kind or nature, including, but not limited to, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership, and (ii) all debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtor's claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests, and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise, including (but not limited to) claims otherwise arising under doctrines of successor liability. Except as otherwise provided herein, all liens, claim and interests shall attach to the proceeds of the sale, in their order of priority and with the same validity as if the sale had not been consummated.

27. The transfer of the Properties free and clear of all liens, claims and interests is pursuant to 11 U.S.C. § 363(f)(1)-(5) of the Bankruptcy Code. Specifically, each entity with a security interest in any Properties who has accepted this Plan is deemed to have consented to the sale. In addition, they could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest, or they hold liens subject to a bona fide dispute. It is further noted that in Adversary Case 17-1128-AJC, a final judgment will be entered simultaneously, or immediately before or after entry of this Order, finding and determining that OJEC Participants, LLC does not

have any claim or interest in or against the Debtor or the Debtor Properties; that the Agreement Not to Encumber in favor of OJEC shall be of no force or effect as to the Debtor Properties; and that the Debtor may sell the Debtor Properties free and clear of any lien, claim, or encumbrance of OJEC Participants, LLC. The City of Orlando shall not, as a result of any action taken in connection with the purchase of the Properties, be deemed to (a) be the successor of the Debtor or any one of them; (b) have, *de facto* or otherwise, merged with or into the Debtor or any one of them, or (c) be a mere continuation or a substantial continuation of the Debtor or any one of them or for payment of any benefit(s) accruing to the Debtor.

28. The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing and in the Confirmation Affidavit and Feasibility Affidavit: (i) are persuasive and credible; (ii) have not been successfully controverted by other evidence; and (iii) establish that the Plan is feasible, there is a reasonable likelihood that the Debtor will meet its financial obligations under the Plan, and confirmation of the Plan is not likely to be followed by the need for a further financial reorganization of the Debtor, thereby satisfying the requirements of Section 1129(a)(11) of the Bankruptcy Code.

29. Pursuant to Sections 330, 331, and 503(b) of the Bankruptcy Code, all payments made or to be made by the Debtor for services and/or for costs and expenses in connection with this case, or in connection with the Plan and incident to this case, have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

30. The treatment of Administrative Expense Claims, Statutory Claims, Priority Tax Claims and Priority Non-Tax Claims pursuant to Article VII of the Plan satisfies the requirements

of sections 1129(a)(9)(A), (B), (C) and (D) of the Bankruptcy Code.

31. All fees payable under 28 U.S.C. § 1930 have been or will be paid on the Effective Date, thereby satisfying the requirements of Section 1129(a)(12) of the Bankruptcy Code. Moreover, the Disbursing Agent shall pay the United States Trustee any appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) within 14 Business Days after the Effective Date from the Debtor's DIP Operating Account and/or the Closing proceeds. Any fees that come payable under 28 U.S.C. § 1930 after the Effective Date, through the closing of this case, shall be escrowed from closing proceeds and paid by the Disbursing Agent. In addition, mediator fees allocated to the Debtor and to ASBPA shall be paid from the Debtor's DIP Operating Account.

32. The Debtor has no continuing obligation with respect to retiree benefits. Accordingly, Section 1129(a)(13) of the Bankruptcy Code is inapplicable in this case.

33. The Estate is not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, Section 1129(a)(14) of the Bankruptcy Code is inapplicable in this case.

34. The Debtor is not an individual, and accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in this case.

35. The Debtor was a moneyed, business, or commercial corporation and/or partnership, as the case may be, and, accordingly, Section 1129(a)(16) of the Bankruptcy Code is inapplicable in this case.

36. The Plan is the only plan solicited for votes in this case, and Section 1129(c) of the Bankruptcy Code is thus inapplicable in this case.

37. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of

the application of Section 5 of the Securities Act of 1933, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

38. This case is not a “small business case,” as that term is defined in the Bankruptcy Code, and, accordingly, Section 1129(e) of the Bankruptcy Code is inapplicable.

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

40. The Court has subject matter jurisdiction under 28 U.S.C. §§ 1334(a) and (b) to approve the injunctions, exculpation, and releases set forth in Article XIII of the Plan, because, *inter alia*, these provisions are integral parts of the Plan. Moreover, the approval of the injunctions, exculpation, and releases set forth in Article XIII of the Plan matters are core matters under 28 U.S.C. § 157, because, *inter alia*, these provisions arise in the context of confirmation of the Plan and are integral parts of the Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunctions and approval of the releases set forth in Article XIII of the Plan when such provisions (i) are integral to the agreement among the various parties in interest and are important and necessary to the formulation and implementation of the Plan, as provided in Section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Estate and Creditors, (iii) are fair and reasonable and/or are justified based upon the unusual circumstances of this case, and (iv) are in the best interests of the Debtor, its Estate, and parties in interest. Upon the record in the case, the Confirmation Affidavit, and the evidence presented at the Confirmation Hearing, each of the injunctions, exculpation, and releases provided for in Article XIII of the Plan are (i) integral to the

agreement among the various parties in interest and are important and necessary to the formulation and implementation of the Plan, as provided in Section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Estate and Creditors, (iii) fair and reasonable and/or are justified based upon the circumstances of this Chapter 11 Case, and (iv) in the best interests of the Debtor, its Estate, and parties in interest. Based upon the record of this case and the evidence proffered or adduced in support of confirmation of the Plan, this Court finds that the injunction, exculpation, and releases set forth in Article XIII of the Plan are consistent with the Bankruptcy Code and applicable law. Pursuant to Section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the releases, exculpations, and injunctions set forth in Article XIII of the Plan and implemented by this Order are fair, equitable, reasonable, and in the best interests of the Debtor, its Estate, Creditors and equity holders. The failure to include such provisions would impair the Plan Proponent's ability to confirm and effectuate the Plan. Accordingly, this Court finds that the releases, exculpations, and injunctions set forth in Article XIII of the Plan are consistent with the Bankruptcy Code and applicable law.

41. All other provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code. The failure to specifically address a provision of the Bankruptcy Code in this Order shall not diminish or impair the effectiveness of this Order.

THEREFORE, BASED UPON THE FOREGOING FINDINGS and CONCLUSIONS, the Court ORDERS as follows:

1. The findings of the Court set forth above and on the record at the Confirmation Hearing shall constitute findings of fact and conclusion of law pursuant to Bankruptcy Rule 7052,

as made applicable by Bankruptcy Rule 9014 and are incorporated herein as further Orders of this Court as warranted..

2. The Disclosure Statement is APPROVED as FINAL.
3. The Ballot Summary is APPROVED.
4. The Plan is CONFIRMED.
5. As of the Effective Date, the assumption and assignment of residential leases to the City (or the rejection of any such lease as solely determined by the City) as set forth in paragraph 14.1 of the Plan is APPROVED. The Debtor shall execute any commercially reasonable assignment documents provided by the City.
6. The Debtor or the Disbursing Agent shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) through Confirmation, within 14 business days of entry of this Confirmation Order from the Debtor's DIP Operating Account and/or closing proceeds, and simultaneously provide to the United States Trustee an appropriate Affidavit indicating the cash disbursements for the relevant period. The Disbursing Agent shall file with the Court post-confirmation Quarterly Operating Reports and pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) for post-confirmation periods within the time period set forth in 28 U.S.C. § 1930(a)(6), based upon all post-confirmation disbursements, until the earlier of the closing of this case by the issuance of a Final Decree by the Bankruptcy Court, or upon the entry of an Order by the Bankruptcy Court dismissing this case or converting this case to another chapter under the United States Bankruptcy Code. The Disbursing Agent shall retain in escrow funds sufficient to pay the United States Trustee all sums required by 28 U.S.C. § 1930(a)(6).

7. Pursuant to Section 1146(a) of the Bankruptcy Code, the making or delivery of any instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including the conveyance of the Properties to The City of Orlando, or any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be taxed, whether by documentary stamp tax, conveyance fee, intangible or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment or recording fee, and the appropriate state or local governmental officials or agents shall be, and hereby are, directed to forego the collection of any such tax or governmental assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

8. All rights of Holders of Claims or interests of all Classes under the Plan, including, without limitation, the right to receive distributions on account of such Claims or interests, hereafter shall be limited solely to the right to receive such distributions exclusively according to the Plan, the provisions of which shall be binding on such Holders to the fullest extent provided by Section 1141(a) of the Bankruptcy Code. After the date hereof, the Holders of such Claims or interests shall have no further rights against the Debtor except as expressly provided in the Plan or in this Confirmation Order.

9. With respect to any executory contract or unexpired lease rejected pursuant to the Plan, the bar date for filing rejection damage Claims with the Court shall be thirty (30) days from the date of this Order. Such Claims, once fixed and liquidated by the Court and determined to be Allowed Claims, shall be Allowed General Unsecured Claims in Class 9. The Plan and any other order of the Court providing for the rejection of an executory contract or unexpired lease shall

constitute adequate and sufficient notice to persons or entities which may assert a Claim for damages from the rejection of an executory contract or unexpired lease of the bar date for filing a Claim in connection therewith. Unless otherwise specified, each executory contract and unexpired lease assigned, assumed or rejected by the Plan shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease.

10. The Debtor is authorized, directed and empowered to fully assume, perform under, consummate and implement the Plan on the Effective Date and to execute all additional instruments and documents that may be required reasonably necessary or desirable to effectuate the spirit, letter and intention of the Plan and the transactions contemplated thereunder, and to take all further actions as may be reasonably requested for the purposes of assigning, transferring, conveying and conferring the Properties to The City of Orlando. Among other things, the Debtor is authorized, directed and empowered to deliver a Warranty Deed, Bill of Sale, Owner's Affidavit and other title documents required by the title company to convey the Properties to The City of Orlando, together with evidence satisfactory to The City of Orlando and the title company that the Debtor is (i) a Florida limited liability company; and (ii) the Debtor is in good standing with the Florida Division of Corporations; and (iii) provide the title company with adequate evidence that the person or entity executing the Warranty Deed is authorized by law to execute said instrument on behalf of the Debtor. The Warranty Deed must reference the Debtor's bankruptcy case and this Confirmation Order.

11. As provided in more detail in the Plan and incorporated herein, prior to Closing

Date (a) PDQ shall execute a Warranty Deed from PDQ to the City of Orlando and provide the title company with adequate evidence that the person or entity executing the Warranty Deed is authorized by law to execute said instrument on behalf of PDQ;; (b) MTA shall dismiss with prejudice its state court action; and (c) Darrin L. Mitchell d/b/a Florida Property Tax Professionals f/k/a Florida Property Tax Professionals, LLC shall release their final judgment against PDQ. To the extent that any of these parties fail to comply, the Plan Proponent or the City may seek appropriate remedies as set forth in the Plan, and/or may seek to enforce the Plan in this Court. In the event of such an enforcement motion, the Court will consider assessing fees and costs to the prevailing party. On the Closing Date, (d) all Orange County real estate taxes on the Properties, tax liens, outstanding tax certificates and any pending tax deeds shall be paid, redeemed and released of record, with the 2017 Orange County real estate taxes on the Properties, along with the monthly residential rent paid to the Debtor, shall be prorated through the Closing Date and credited to the City. The City has agreed to pay all other closing costs typically paid by a seller, including the Owner's Title Policy, and all document recording fees and applicable charges; (e) the ASBPA Mortgage shall be paid and satisfied of record; and (f) the Florida Department of Revenue tax lien shall be paid and satisfied of record. Pursuant to § 363(f) of the Bankruptcy Code, the conveyance of the Properties to The City of Orlando under the terms of this Order is, and shall be, free and clear of all interests of every kind and nature, and except as otherwise provided herein, such interests, if any, shall attach to the proceeds of the sale.

12. All persons and entities, including, governmental, tax and regulatory authorities, lenders, trade and other creditors holding claims or interests or claims of any kind or nature whatsoever against the Debtor or the Properties (whether legal or equitable, secured or unsecured,

matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with or in any way relating to, the Debtor, the Properties, or the operations of the Debtor's business prior to the Closing, or in respect to the Closing, are forever barred, estopped, and permanently enjoined from asserting such claims against the Reorganized Debtor or the Properties.

13. As set forth in paragraph 13.2.2, of the Plan, THE CITY OF ORLANDO IS GRANTED, TO THE GREATEST EXTENT PERMITTED BY LAW, THE ENTRY OF A BAR ORDER AND A CHANNELING INJUNCTION ENJOINING ANY PARTIES, INCLUDING THE DEBTOR AND THE PRIOR OWNERS OF THE PROPERTIES, AND ALL CREDITORS, WHETHER KNOWN OR UNKNOWN, SCHEDULED OR UNSCHEDULED, DIRECT OR INDIRECT, CONTINGENT OR NONCONTINGENT, FROM PURSUING ANY LITIGATION OR CLAIMS OF ANY NATURE AGAINST THE CITY, EITHER DIRECTLY OR TANGENTIALLY RELATED WHATSOEVER TO ANY OF THE ACTIONS OR INACTIONS ATTRIBUTABLE TO THE CITY IN THIS CASE, INCLUDING THE PURCHASE OF THE PROPERTIES PURSUANT TO THIS PLAN. THERE IS (A) A "NEXUS" BETWEEN THE CLAIMS BEING BARRED AND THE INSTANT CASE; (B) THE "OUTCOME" OF AND ANY POTENTIAL PROCEEDINGS AGAINST THE CITY COULD CONCEIVABLY HAVE AN EFFECT ON THE ESTATE BEING ADMINISTERED IN BANKRUPTCY; (C) THE BAR ORDER IS "FAIR AND EQUITABLE"; (D) THE BAR ORDER IS IN THE BEST INTEREST OF THE BANKRUPTCY ESTATE AND ITS CREDITORS; AND (E) THE PLAN PROPONENT HAS EXERCISED PRUDENT BUSINESS JUDGMENT AND HAS SATISFIED THE LEGAL STANDARDS TO IMPOSE A BAR ORDER AND A

CHANNELING IN JUNCTION UNDER THE FACTS OF THIS CASE. Notwithstanding, nothing herein shall excuse The City of Orlando from its obligation to purchase the Properties as set forth in the Plan and in this Confirmation Order upon satisfaction of the Conditions Precedent.

14. Except as otherwise expressly provided herein, the Reorganized Debtor and The City of Orlando shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Properties. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, to the maximum extent allowed by law, the Reorganized Debtor and The City of Orlando shall not be liable for any claims against the Debtor or any of its predecessors or affiliates, and the Reorganized Debtor and The City of Orlando shall have no successor or vicarious liabilities of any kind or character including, but not limited to, any such liability that may be imposed by statute (e.g., under so-called “bulk sale” laws) or any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the date of entry of this Order, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor arising prior to the Closing, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Properties prior to the Closing, provided, however, that nothing herein shall excuse The City of Orlando from its obligations under this Confirmation Order and the Plan.

15. Except as otherwise provided in this Order, the sale, transfer, assignment and delivery of the Properties shall not be subject to any interests or causes of action, and any excluded liabilities shall remain with, and continue to be obligations of the Debtor (subject to any and all

rights and defenses of the Debtor with respect thereto, as debtors-in-possession under the Bankruptcy Code or otherwise). Except as otherwise provided in this Order, all persons holding interests or causes of action, against or in the Properties or the Debtor of any kind or nature whatsoever are forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such interests or causes of action of any kind or nature whatsoever against the Reorganized Debtor or The City of Orlando, and their respective affiliates, properties, successors and assigns, or the Properties, as an alleged successor of the Debtor or otherwise, with respect to any interests or causes of action of any kind or nature whatsoever that such parties had, has, or may have against the Debtor, its estate, The City of Orlando, or their respective affiliates, officers, directors, member shareholders, or the Properties. Following the entry of this Confirmation Order, no holder of any interests or causes of action in the Debtor shall interfere with The City of Orlando's title to or use and enjoyment of the Properties based on or related to such interests or any actions that the Debtor may take or have taken or failed to have undertaken in its Chapter 11 case or otherwise, provided, however, that nothing herein shall excuse The City of Orlando from its obligations under this Confirmation Order and the Plan.

16. The City of Orlando is a purchaser in good faith within the meaning of section 363(m) of the Bankruptcy Code and The City of Orlando and the Debtor is entitled to all of the protections afforded by such section. Without limiting the foregoing, in the absence of a stay pending appeal, if The City of Orlando elects or is required to close at any time after the entry of this Confirmation Order, or otherwise substantially consummates the transaction contemplated hereunder, then The City of Orlando shall be entitled to the protections of section 363(m) of the Bankruptcy Code if this Confirmation Order or any authorization contained herein is reversed or

modified on appeal. In particular, and without limiting the foregoing, reversal or modification on appeal of the authorization provided herein to consummate the Plan shall not affect the validity of the sale of the Properties to The City of Orlando or any transaction executed in connection therewith, unless such authorization is duly stayed pending such appeal. None of The City of Orlando, the Debtor or the Plan Proponent, has violated section 363(n) by any action or inaction, and the sale and the transactions contemplated thereby do not violate the provisions of section 363(n) of the Bankruptcy Code.

17. Any stay imposed by Rule 6004(h) of the Bankruptcy Rules is deemed terminated and shall have no force or effect with respect to the sale and conveyance contemplated by the Plan.

18. If any person or entity that has filed financing statements, tax liens, judgments, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing liens, claims, interests or encumbrances in the Properties shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Properties, then, following the Closing Date, (a) The City of Orlando is authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Properties, and (b) The City of Orlando is authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all interests and claims in the Properties of any kind or nature whatsoever.

19. Pursuant to the terms of the Plan, on the Effective Date, the Debtor's debtor-in-possession accounts ("DIP Account") (save and except security deposits associated with residential

leases that are to be turned over to the City as part of the assumption and assignment of leases), tax escrow accounts, and any other accounts shall be transferred to the Disbursing Agent. Likewise, any existing accounts receivable shall be transferred to the Disbursing Agent, free and clear of all Claims, interests, and encumbrances, the Disbursing Agent shall first pay the sum of \$6,514.76 from the DIP Account to mediator Chad Pugatch, on behalf of the Debtor and the Plan Proponent. The balance of the DIP Account, and all other accounts delivered to the Disbursing Agent shall be devoted to the *pro rata* distributions consistent with the Plan.

20. Notwithstanding Section 5.2 of the Plan, counsel for the Plan Proponent shall be the escrow and disbursing agent and shall make the Distribution Payments as set forth in the Plan. To the extent that a disbursement check is not negotiated within 90 days of delivery, the check shall be cancelled and the funds will be disbursed to creditors in order of legal priority who have not received payment of their original claims in full under this Plan.

21. Pursuant to the terms of the Plan, on the Effective Date, the City of Orlando will deliver all real estate tax escrow funds held by its counsel, Gray Robinson, collected pursuant to this Court's May 31, 2016 Final Order Granting in Part Motion to Prohibit Use of Cash Collateral [ECF 47], to the Disbursing Agent for distribution pursuant to the Plan.

22. Except as otherwise specifically provided in the Plan or this Order, all entities who have held, hold or may hold Claims, rights, or causes of action, based upon any act or omission, transaction or other activity of any kind or nature related to the Debtor, the Plan Proponent, or the City of Orlando, that occurred prior to the Effective Date, other than as expressly provided in the Plan or the Confirmation Order, regardless of the filing, lack of filing, allowance or disallowance of such a Claim or Interest and regardless of whether such entity has voted to accept the Plan, and

any successors, assigns or representatives of such entities shall be precluded and permanently enjoined on and after the Effective Date from (a) the commencement or continuation in any manner of any Claim, action or other proceeding of any kind with respect to any Claim, Interest or any other right or Claim, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any claim, (c) the creation, perfection or enforcement of any encumbrance or Lien of any kind with respect to any Claim, and (d) the assertion of any Claims that are released hereby or under the Plan.

23. Upon entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Plan shall bind (i) any Holder of a Claim against or interest in the Debtor and their respective successors and assigns, whether or not such Claim or interest is impaired under the Plan and whether or not such holder has accepted the Plan, (ii) any and all non-Debtor parties to assumed executory contracts and unexpired leases with the Debtor and presumptively conclude that there are no cure amounts or performance obligation outstanding, (iii) every other party in interest in this case, and (iv) all parties receiving Properties or Distributions under the Plan, and their respective heirs, executors, administrators, successors, or assigns.

24. All Distributions under the Plan shall be made in accordance with the Plan, and such methods of Distribution are approved. In addition, the Disbursing Agent may make distributions by regular United States Postal Service to the address set forth in the Claimants Proof of Claim or to the attorney of record for such Claimant. The treatment set forth in the Plan is in full satisfaction of the legal, contractual and equitable rights (including any liens) that each Entity holding a Claim or Interest may have in or against the Debtor, the Estate, or their respective Properties. This treatment supersedes and replaces any agreements or rights those entities may

have in or against the Debtor, the Estate, or their respective Properties.

25. To the extent that there may be any inconsistency between this Confirmation Order and the Plan, the Confirmation Order shall supersede the Plan and the Confirmation Order shall control. The failure to specifically describe or include any particular provision of the Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan be approved and confirmed in its entirety.

26. This Court shall retain jurisdiction to (i) resolve issues in accordance with the terms of the Plan, this Confirmation Order and Section 1142 of the Bankruptcy Code; (ii) enforce all Orders of this Court with respect to the Debtor's bankruptcy case; and (iii) consider all applications for reimbursement of fees and expenses rendered by professionals retained by the Debtor through the Effective Date pursuant to section 330 of the Bankruptcy Code.

27. The Court shall conduct a post-confirmation Status Conference on **July 20, 2017 at 10:30 a.m.** at the United States Bankruptcy Court, C. Clyde Atkins United States Courthouse, 301 North Miami Avenue, Courtroom 7, Miami, FL 33128.

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Submitted by:
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Counsel for the Plan Proponent

Attorney Aaronson is directed to serve copies of this order to all electronically noticed parties and file a certificate of service.