



ORDERED in the Southern District of Florida on February 24, 2015.

A handwritten signature in dark ink, appearing to read "Laurel M. Isicoff", written over a horizontal line.

Laurel M. Isicoff, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:

CASE NO. 13-14289-BKC-LMI
Chapter 11

THE FORT LAUDERDALE BRIDGE CLUB, INC.

Debtor. _____/

**ORDER CONFIRMING CHAPTER 11 SUCCESSOR TRUSTEE AND DEBTOR'S
SECOND AMENDED JOINT PLAN OF REORGANIZATION**

THIS CAUSE came before the Court for hearing on February 19, 2015 at 3:30 p.m. (the "Confirmation Hearing") on the Chapter 11 Successor Trustee and Debtor's Second Amended Joint Plan of Reorganization [ECF No. 1285](the "Plan"), and the final approval of the Chapter 11 Successor Trustee and Debtor's Second Amended Joint Disclosure Statement [ECF No. 1286](the "Disclosure Statement"), filed by the Chapter

11 Successor Trustee (the "Trustee") and The Fort Lauderdale Bridge Club, Inc. (the "Debtor"), the "proponents of the plan" within the meaning of Section 1129 of Title 11, United States Code (the "Bankruptcy Code"), and the Court (a) having entered the Order Conditionally Approving Disclosure Statement, Fixing Time to File Objections to the Disclosure Statement, Fixing Time to File Applications for Administrative Expenses, Setting Hearing on Confirmation of the Plan, and Setting Deadlines with Respect to Confirmation Hearing [ECF No. 1288](the "Order Conditionally Approving Disclosure Statement"); (b) having received no objections to the Disclosure Statement and thus granting final approval of the Disclosure Statement at the Confirmation Hearing; (c) finding that the Plan and Solicitation Package (as defined below) were properly served in accordance with the Court's Order Granting Trustee's Ex Parte Motion for Entry of Order Affirming Service Requirements for Solicitation Package [ECF No. 1298](the "Order Affirming Service Requirements"); (d) finding that due notice of (i) entry of the Order Conditionally Approving Disclosure Statement, (ii) the Confirmation Hearing, and (iii) the deadline for voting on and objecting to the Plan and Disclosure Statement have been provided to holders of Claims¹ against the Debtor and other parties in interest in accordance with the Order Conditionally Approving Disclosure Statement, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Local Bankruptcy Rules for the Southern District of Florida (the "Local Rules"); and such notice being sufficient under the circumstances and no other or further notice being required; and upon consideration of the: (i) the Certificate of Proponent of Second Amended Plan on Acceptance of Plan, Report on Amount to Be Deposited, Certificate of Amount Deposited and Payment of Fees [ECF No. 1314](the "Proponent's Report");

¹ All terms not defined herein shall have the same meaning ascribed to them under the Plan.

(ii) the Confirmation Affidavit of Successor Trustee, Joel L. Tabas [ECF No. 1314](the "Trustee Affidavit"); and (iii) the Confirmation Affidavit of Allen Bozek (Former President of Debtor) [ECF No. 1316](the "Bozek Affidavit"):

NOW, THEREFORE, based on the Proponent's Report, the Trustee Affidavit, the Bozek Affidavit; and upon (i) the record of the Confirmation Hearing, including all the testimony and evidence admitted or adduced at, and the arguments of counsel made at the Confirmation Hearing and (ii) the entire record of the Chapter 11 Case; and the Court having determined based upon all of the foregoing that the Plan should be confirmed, as reflected by the Court's rulings made herein and on the record of the Confirmation Hearing; and after due deliberation thereon and sufficient cause appearing therefor:

FINDING OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Exclusive Jurisdiction; Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). This Court has jurisdiction over the Chapter 11 Case pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper under 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L), and this Court has

exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

C. Commencement and Administration of the Debtor's Chapter 11 Case. On February 26, 2013 (the "Petition Date"), the above-captioned Debtor commenced a case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"). On May 9, 2013, the Court entered its Order Directing Appointment of Chapter 11 Trustee [ECF No. 61](the "First Trustee Order") and on May 10, 2013, Kenneth A. Welt ("Welt") was appointed as Chapter 11 Trustee [ECF No. 62]. On August 13, 2013, after Welt resigned as Trustee, Joel L. Tabas was appointed as Successor Trustee [ECF No. 240].

D. Judicial Notice/Evidence. The Court takes judicial notice of the docket of the Chapter 11 Case maintained by the Clerk of the Bankruptcy Court and its duly appointed agent, including, without limitation, all pleadings and other documents filed, all orders entered, and the evidence and arguments made, admitted, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Case.

E. Burden of Proof. The Successor Trustee and Debtor, as co-proponents of the Plan, have the burden of proving the elements of section 1129(a) of the Bankruptcy Code by a preponderance of the evidence.

F. Transmittal and Mailing of Materials; Notice. The Disclosure Statement, the Plan, the Ballots, and the Order Conditionally Approving Disclosure Statement, which were all transmitted and served as set forth in the Trustee's Certificate of Service [ECF No. 1301], shall be deemed to have been transmitted and served in compliance with the Order Conditionally Approving Disclosure Statement, the Order Affirming Service Requirements, the Bankruptcy Rules, and the Local Rules, such transmittal and

service were adequate and sufficient, and no other or further notice is or shall be required. The notice of the Confirmation Hearing, which was transmitted and served as set forth in the Trustee's Certificate of Service [ECF No. 1301], shall be deemed to have been transmitted and served in compliance with the Order Conditionally Approving Disclosure Statement, the Order Affirming Service Requirements, the Bankruptcy Rules, and the Local Rules, such transmittal and service were adequate and sufficient, and no other or further notice is or shall be required.

G. Voting. Votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Order Conditionally Approving Disclosure Statement, and industry practice.

H. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

I. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). Articles II and IV of the Plan properly designate and classify the Classes of Claims. Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims created under the Plan, the Claims placed in each Class are substantially similar to other Claims in each such Class, and such Classes do not unfairly discriminate between holders of Claims. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

J. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Articles III and IV of the Plan specify whether each Class of Claims is impaired under the Plan, thereby

satisfying section 1123(a)(2) of the Bankruptcy Code. However, because all Classes of Claims were listed as impaired, no Class was listed as unimpaired. As further detailed below, however, the change in treatment of Class 1, as set forth on the record at the Confirmation Hearing, requires Class 1 to be reclassified as unimpaired.

K. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan specifies the treatment of any Claims that are impaired under the Plan, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

L. No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment by the Debtor for each Claim in each respective Class unless the holder of a particular Claim has agreed to a less favorable treatment of such Claim, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

M. Implementation of Plan (11 U.S.C. § 1123(a)(5)). Article VII of the Plan provides adequate and proper means for the Plan's implementation, thereby satisfying section 1123(a)(5) of the Bankruptcy Code.

N. Election of Directors (11 U.S.C. §§ 1123(a)(6) & 1123(a)(7)). Article VII of the Plan provides that, on or before the Effective Date, without any further action by any party, the Debtor will conduct an election of the Board of Governors for the Reorganized Debtor. Then, if in the Trustee's business judgment he determines that his services are no longer needed, the Trustee shall be discharged from all duties and the Debtor shall be restored to possession and management of its property and operation of its business. The provisions in Article VII of the Plan are consistent with the interests of the Debtor's creditors and with public policy. The Plan thereby satisfies sections 1123(a)(6) and 1123(a)(7) of the Bankruptcy Code.

O. Additional Plan Provisions (11 U.S.C. § 1123(b)). The provisions of the Plan are appropriate and not inconsistent 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 Confirmation Order shall not diminish or impair the effectiveness of this Confirmation Order.

P. Bankruptcy Rule 3016(a). The Plan is dated and identifies the entities submitting the Plan as proponents, thereby satisfying Bankruptcy Rule 3016(a).

Q. Debtor's Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtor has complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically:

- i. The Debtor is a proper debtor under section 109 of the Bankruptcy Code.
- ii. The Trustee and the Debtor have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court.
- iii. The Trustee and the Debtor have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Order Conditionally Approving Disclosure Statement, and the Order Affirming Service Requirements, in transmitting the Disclosure Statement, the Plan, the Ballots, and related documents and notices, and in soliciting and tabulating votes on the Plan.

R. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Trustee and the Debtor have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Trustee and the

Debtor's good faith is evident from the facts and record of this Chapter 11 Case, the Disclosure Statement, the record of the Confirmation Hearing and other proceedings held in this Chapter 11 Case. The Plan itself, and the process leading to its formulation, provide independent evidence of the Trustee and the Debtor's good faith, serve the public interest, and assure fair treatment of holders of Claims. Consistent with the overriding purpose of Chapter 11, the Case was filed and the Plan was proposed, with the legitimate purpose of satisfying the Debtor's obligations to the fullest extent possible and rehabilitating the Debtor.

S. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).

Any payment made or to be made by the Debtor, for services or for costs and expenses in or in connection with the Chapter 11 Case, or in connection with the Plan and incident to the Chapter 11 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.

T. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Trustee and the Debtor have disclosed in the Disclosure Statement and in Section 7.4 of the Plan that, on or before the Effective Date, without any further action by any party, the Debtor will conduct an election of the Board of Governors for the Reorganized Debtor. The Plan further provides that the February 2013 By-Laws shall otherwise remain in effect until rescinded or revised in accordance with governing documents and law. Based upon the foregoing, the Plan and the organizational documents of the Reorganized Debtor are consistent with the interests of the creditors and public policy and therefore, satisfy 1129(a)(5) of the Bankruptcy Code.

U. No Rate Changes (11 U.S.C. § 1129(a)(6)). There are no rates applicable to the Debtor.

V. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Disclosure Statement, the Plan, the Trustee Affidavit, the Bozek Affidavit and the other evidence admitted or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each holder of an impaired Claim either has accepted the Plan or will receive or retain under the Plan, on account of such Claim, property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code on such date.

W. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Notwithstanding the Plan, Class 1 is unimpaired as set forth on the record at the Confirmation Hearing, and is deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Class 2 and Class 3, the only impaired classes, have voted to accept the Plan in accordance with sections 1126(c) and (d) of the Bankruptcy Code. Therefore, the Plan satisfies section 1129(a)(8) of the Bankruptcy Code.

X. Treatment of Administrative Expenses, Priority Non-Tax Claims, and Priority Tax Claims (11 U.S.C. § 1129(a)(9)). The Plan complies with section 1129(a)(9) of the Bankruptcy Code because holders of Allowed Administrative Expense Claims, United States Trustee Fees and the Internal Revenue Services' tax claims as set forth in Class 1, to the extent that they are allowed claims, will either be paid in full on the

Effective Date or paid in a manner as otherwise agreed upon by the Debtor and the holders of such Claims.

Y. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). At least one Class of Claims against the Debtor that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider, thus satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

Z. Feasibility (11 U.S.C. § 1129(a)(11)). The evidence admitted or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that the Plan is workable, is not likely to be followed by liquidation or a need for further financial reorganization and has a reasonable likelihood of success, thus satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

AA. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Plan provides that all fees payable under section 1930 of title 28, United States Code, as determined by the Court, have been paid or will be paid, thus satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

BB. Inapplicability of Sections 11 U.S.C. §§ 1129(a)(13)-(16). Sections 1129(a)(13), 1129(a)(14), 1129(a)(15) and 1129(a)(16) are inapplicable to the Debtor.

CC. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). 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 section 1129(d) of the Bankruptcy Code.

DD. Modification to the Plan. The modification to the Plan, announced on the record at the Confirmation Hearing with respect to Class 1, does not materially adversely affect or change the treatment of any Claims. Accordingly, pursuant to Bankruptcy Rule 3019, such modification does not require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code, nor does it require that holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan, thereby satisfying section 1127 of the Bankruptcy Code. The modification to the Plan, as announced on the record at the Confirmation Hearing and incorporated herein, is as follows:

- i. The Trustee and the Debtor have agreed that, notwithstanding the Internal Revenue Service's (the "IRS") proof of claim (Claim 3-2) and the amounts due to be paid to the IRS under the Plan, nothing in the Plan shall prejudice the rights of the Debtor or the IRS, if any circumstances arise in the future which would affect any outstanding obligations of the Debtor to the IRS. Accordingly, because the rights of the IRS are not being impacted by the Plan, the IRS shall be reclassified as unimpaired.

EE. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court in this Chapter 11 Case, the Trustee, the Debtor, and their directors, officers, employees, members, agents, advisors, and professionals have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all their respective activities relating to the solicitation of acceptance or rejection of the

Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code, and the exculpation and release provisions set forth in Article IX of the Plan.

FF. Assumption and Rejection. Article VI of the Plan governing the assumption and rejection of executory contracts and unexpired leases satisfies the requirements of section 365(a) of the Bankruptcy Code.

GG. Satisfaction of Confirmation Requirements. The Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

HH. Retention of Jurisdiction. This Court may properly retain jurisdiction over the matters set forth in Article X of the Plan and in section 1142 of the Bankruptcy Code.

DECREES

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Approval and Confirmation. The Disclosure Statement is **APPROVED** and the Plan is **CONFIRMED** under sections 1125 and 1129 of the Bankruptcy Code. The terms of the Plan and all Exhibits thereto are incorporated by reference into, and are an integral part of the Plan and this Confirmation Order.

2. Discharge. Pursuant to 11 U.S.C. § 1141(d), the Debtor shall be discharged from all pre-confirmation debts except as is provided in the Plan and as modified herein.

3. Modification to the Plan. The modification to the Plan, which is incorporated in the Plan, meets the requirements of section 1127 of the Bankruptcy Code and does not adversely change the treatment of the Claim of any creditor within

the meaning of Bankruptcy Rule 3019, and therefore, no further solicitation or voting is required.

4. Objections. No objections to the final approval of the Disclosure Statement or confirmation of the Plan were filed or otherwise asserted.

5. Classification of Claims. The classification of Claims for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan, as modified at the Confirmation Hearing and set forth in further detail, herein. The classifications set forth on the Ballots tendered to or returned by the Debtor's creditors in connection with voting on the Plan (a) were set forth on the Ballots 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 such Claims under the Plan for distribution purposes, and (c) shall not be binding on the Debtor, however, shall be binding on any Creditor that voted in favor of the Plan

6. Binding Effect. The Plan and its provisions shall be binding on the Debtor and any entity receiving a distribution under the Plan, and any holder of a Claim against the Debtor, including all governmental entities, whether or not the holder of such Claim (a) is impaired under the Plan or (b) has accepted the Plan.

7. Revesting of Property. Pursuant to Article IX of the Plan, except as otherwise provided in the Plan, as of the Effective Date, and thereafter as provided in the Plan, all property of the Debtor's Estate and any property acquired by the Debtor pursuant to the Plan shall vest in the Reorganized Debtor, free and clear of all liens, Claims, charges, or other interests, except as otherwise provided by the Plan or in this Order.

8. Assumption or Rejection of Executory Contracts and Unexpired Leases.

Pursuant to Article VI of the Plan, all executory contracts to which the Debtor is a party are rejected, except for those which have been specifically defined as "Assumed Contracts" in the Plan.

9. Bar Date for Rejection Damage Claims. Claims created by the rejection of executory contracts or unexpired leases (including, without limitation, the rejections provided in Section 6.1 of the Plan) or the expiration or termination of any executory contract or unexpired lease prior to the Confirmation Date must be filed with the Bankruptcy Court and served on the Debtor no later than thirty (30) days after: (a) the Confirmation Date, with respect to any executory contract or unexpired lease that was terminated or expired by its own terms prior to the Confirmation Date, (b) the date of the entry of any order of the Bankruptcy Court authorizing rejection, with respect to any executory contract or unexpired lease rejected by the Debtor, or (c) the Confirmation Date, with respect to any executory contract or unexpired lease that is deemed rejected pursuant to Section 6.1 of the Plan. Any rejection claim for which a proof of claim is not filed and served within the time provided herein will be forever barred from assertion and shall not be enforceable against the Debtor, or its estate, assets, properties, or interests in property, or the Reorganized Debtor, or its estate, assets, properties, or interests in property. Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided in Article VI of the Plan shall be treated as a Claim under Class 3 of the Plan and shall be subject to the provisions of the treatment of Disputed Claims covered by Article VIII of the Plan.

10. General Authorization. The Trustee and Debtor, as applicable, are authorized to execute, deliver, file, or record any such documents as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of the Plan or prior Orders of the Court.

11. Plan and Exhibits to the Plan. The documents contained in the Plan and Exhibits to the Plan and any amendments, modifications, and supplements thereto, and all documents introduced into evidence at the Confirmation Hearing (including all exhibits and attachments thereto and documents referred to therein), are authorized and approved.

12. Governmental Approvals Not Required. Except as otherwise expressly provided in this Confirmation Order, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan, and any other acts referred to in, or contemplated by the Plan and the Disclosure Statement.

13. Transfers by the Debtor. All transfers of property and assets of the Debtor's Estate shall be free and clear of all Claims, liens, encumbrances, charges, and other interests, except as provided in the Plan or this Confirmation Order.

14. Exculpations, Injunctions and Releases. The exculpation, injunction and release provisions in the Plan, including those in Article IX and Section 5.1, including the Rosen Settlement, are fair and equitable, given for valuable consideration, in the best interests of the Debtor and its Chapter 11 Estate, and such provisions shall be effective and binding on all persons and entities.

15. Injunction. Pursuant to Section 9.9 of the Plan, in consideration of the Release/Bar Order Contributions and other payments or contributions or reduction of claims made to effectuate the Plan, except as otherwise expressly provided in the Plan, all Persons who have filed, held, hold or may hold Claims, whether ultimately allowed or not, and all Persons who have held, hold or may hold Claims or causes of action or are subject to the Exculpation pursuant to Section 9.6 of the Plan, and all other parties in interest, along with their respective present or former employees, agents, officers, managers, directors, principals and affiliates, are permanently enjoined, upon the Effective Date, from (a) commencing, conducting or continuing in any manner any action or other proceeding of any kind with respect to any such Claim, or such released or exculpated claim or cause of action, against the Debtor, the Reorganized Debtor, the Released Parties or any of their respective property or assets or any interest therein, (b) the enforcement, attachment, levying, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtor, the Reorganized Debtor the Released Parties or any of their respective property or assets or any interest therein, (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against the Debtor, the Reorganized Debtor, the Released Parties or any of their respective property or assets or any interest therein, or (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtor, the Reorganized Debtor, the Released Parties or against any of their respective property or assets, or any interest therein, with respect to any such Claim, or such released or exculpated claim or cause of action. This injunction extends to any successors of the Debtor, the

Reorganized Debtor, the Released Parties and their respective properties and interest in properties.

16. Term of Injunctions or Stays. Unless otherwise provided, all injunctions or stays arising under or entered during the Chapter 11 Case under Section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, other than injunctions issued pursuant to the Plan (including injunctions under Article IX of the Plan), shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

17. Injunction Against Interference with the Plan. Pursuant to Section 9.12 of the Plan, all holders of Claims and Membership Interests and other parties in interest, along with their respective present employees, agents, officers, managers, directors, principals and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

18. Revocation or Withdrawal of the Plan. The Trustee and the Debtor reserve the right to revoke or withdraw the Plan prior to the Effective Date, in their sole discretion. If the Plan is revoked or withdrawn prior to the Effective Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims or defenses or any admission or statement against interest by the Debtor or any other Person or to prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor.

19. Reversal. If any of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by a subsequent order of the Bankruptcy Court or any

other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan, prior to receipt of written notice of such order by the Trustee and the Debtor. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, all documents relating to the Plan, and any amendments or modifications to any of the foregoing.

20. Conflicts Between Order and Plan. The failure to reference or address all or part of any particular provision of the Plan herein shall have no effect on the validity, binding effect, or enforceability of such provision, and such provision shall have the same validity, binding effect, and enforceability as every other provision of the Plan. However, to the extent that any inconsistencies exist between the terms of the Plan and this Confirmation Order, the terms of this Confirmation Order shall control, except as otherwise provided herein.

21. Payment and Consummation. The Trustee shall pay all allowed Claims at such time and in such amounts as provided for in the Plan. The Trustee and the Debtor are authorized to consummate the plan forthwith.

22. Notices to Debtor. To be effective, all notices, requests, and demands to or upon the Debtor shall be in writing (including by facsimile or electronic transmission) and, unless otherwise expressly provided in the Plan, shall be deemed to have been

duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

The Fort Lauderdale Bridge Club, Inc.
c/o Thomas L. Abrams, Esq.
Gamberg & Abrams
1776 N. Pine Island Rd., #215
Plantation, Florida 33322
Telephone: (954) 523-0900
Facsimile: (954) 915-9016
Email: tabrams@tabramslaw.com

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Submitted by:

Gary M. Freedman
Counsel to Successor Trustee
14 N.E. First Avenue, Penthouse
Miami, FL 33132
Telephone: (305) 375-8171
Facsimile: (305) 381-7708

Copy furnished to:

Gary M. Freedman

Gary M. Freedman shall serve copies of this Order on all interested parties and file a certificate of service.