



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed March 21, 2019

United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
Matrix Broadcasting, LLC, <i>et al.</i>	§	Case No. 18-31045
	§	
	§	Jointly Administered

**ORDER CONFIRMING AMENDED JOINT PLAN OF
LIQUIDATION MATRIX BROADCASTING, LLC AND
MATRIX BROADCASTING HOLDINGS, LLC,
DEBTORS AND DEBTORS-IN-POSSESSION**

THE COURT CONVENED A HEARING on March 21, 2019 (the “*Confirmation Hearing*”), to consider confirmation of the *Amended Joint Chapter 11 Plan of Liquidation*, proposed by Matrix Broadcasting, LLC (“*Matrix*”) and Matrix Broadcasting Holdings, LLC (“*Holdings*” and, together with Matrix, the “*Debtors*”), the debtors and debtors in possession in the above-captioned jointly administered chapter 11 cases;

IT FURTHER APPEARING TO THE COURT that the Debtors filed on October 30, 2018, the *Joint Chapter 11 Plan of Liquidation* [Docket No. 124] (the “*Initial Plan*”), which was thereafter amended on December 21, 2018 [Docket No. 135], and again on January 16 2019 [Docket No. 146], and

restyled as the *Amended Joint Chapter 11 Plan of Liquidation* (the Initial Plan as amended, the “**Plan**”);¹

IT FURTHER APPEARING TO THE COURT that the *Disclosure Statement in Support of Amended Joint Chapter 11 Plan of Liquidation* [Docket No. 147] (the “**Disclosure Statement**”) has been previously approved by the Court, pursuant to the *Order (I) Approving the Debtors’ Disclosure Statement; (II) Establishing Deadlines and Procedures for Balloting and Objections to Confirmation; and (III) Setting a Date to Consider Confirmation of the Debtors’ Plan*, dated February 8, 2019 [Docket No. 151] (the “**Disclosure Statement Order**”);

IT FURTHER APPEARING TO THE COURT that solicitation and noticing procedures with respect to the Plan have been approved by the Court in the Disclosure Statement Order;

IT FURTHER APPEARING TO THE COURT that the Debtors have filed with the Court a *Notice of Filing of Assumed Contracts Schedule* [Docket No. 155] (the “**Notice of Assumed Contracts**”);

IT FURTHER APPEARING TO THE COURT that the Debtors have proposed further modifications to the Plan based on agreements with various parties and the rulings of the Court at the Confirmation Hearing, which modifications are set forth herein;

IT FURTHER APPEARING TO THE COURT that no objections to the Plan were filed except for the objection filed by the United States Trustee [Docket No. 161];

IT FURTHER APPEARING TO THE COURT that (i) the deadline for casting ballots to accept or reject the Plan has passed; and (ii) Michael P. Cooley, acting as voting agent for the balloting permitted for all classes entitled to vote on the Plan, has filed his *Certification of Michael P. Cooley with respect to the Tabulation of Votes on the Amended Chapter 11 Plan of*

¹ Capitalized terms used herein without definition have the meanings provided for in the Plan. In addition, any term used in the Plan or this Order that is not defined in the Plan or this Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.

Reorganization (the “*Cooley Certification*”) [Docket No. 163], which certifies both the method and results of all voting on the Plan;

IT FURTHER APPEARING TO THE COURT that there is cause to permit the ballots of the Class 5 Interest Holders to be counted for purposes of voting on the Plan notwithstanding that they were received after the deadline for the solicitation of ballots;

IT FURTHER APPEARING TO THE COURT that the Debtors have presented testimony, proffers, other evidence and argument of counsel in support of confirmation of the Plan, and that additional testimony, evidence or argument of counsel has been presented by other parties in interest;

IT FURTHER APPEARING TO THE COURT that the Debtors have resolved the objection filed by the United States Trustee and have evidenced such resolution by either including specific language in the Plan or as set forth in this Order;

NOW, THEREFORE, based upon the Court’s review of (a) the Disclosure Statement, (b) the Plan, (c) the Notice of Assumed Contracts, (d) the resolved objections to confirmation of the Plan, (e) all of the evidence proffered or adduced at, filings in connection with, and arguments of counsel made at, the Confirmation Hearing, and (f) the entire record of the chapter 11 cases; and after due deliberation thereon and good cause appearing therefor, and for the reasons set forth on the record at the Confirmation Hearing,

IT IS HEREBY FOUND AND DETERMINED THAT:²

A. *Jurisdiction; Venue; Core Proceeding.* The Court has jurisdiction over the Debtors’ chapter 11 cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

² The findings of fact and the conclusions of law stated in this Confirmation Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to the proceeding by Fed. R. Bankr. P. 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L).

B. Judicial Notice. The Court takes judicial notice of the docket of the Debtors' chapter 11 cases maintained by the Clerk of the Court or its duly-appointed agent, including all pleadings and other documents filed with, all orders entered by, and all evidence and argument made, proffered or adduced at the hearings held before the Court during the pendency of the chapter 11 cases.

C. Transmittal and Mailing of Solicitation Materials and Notices. The solicitation materials and notices prescribed by the Disclosure Statement Order were served in compliance with the Disclosure Statement Order, and such service was adequate and sufficient. Adequate and sufficient notice of the Confirmation Hearing and the other deadlines and matters required to be noticed pursuant to the Disclosure Statement Order was given in compliance with the Bankruptcy Rules and the Disclosure Statement Order, and no other or further notice is or shall be required.

D. Adequacy of Solicitation Procedures. All procedures used to distribute the solicitation materials to the appropriate creditors entitled to vote on the Plan and to tabulate the ballots returned by creditors were fair and were conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order. Votes for acceptance or rejection of the Plan were solicited and cast in good faith, and only after transmittal of a disclosure statement containing adequate information, and otherwise in compliance with §§ 1125 and 1126 and Fed. R. Bankr. P. 3017 and 3018.

E. Good Faith Solicitation – § 1125(e). Based on the record before the Court in the chapter 11 cases, the Debtors, the Debtors' Professionals, and all of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, legal and financial advisors, and successors or assigns, have acted in good faith within the meaning of §§ 1125(e) and 1129(a)(3), and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order in connection with all of their respective

activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in § 1125, and are entitled to the protections afforded by § 1125(e).

F. Impaired Classes that Have Voted to Accept or Reject the Plan. Under the Initial Plan, Classes 2, 3, 4, and 5 were impaired and, as evidenced by the Cooley Certification, which certified both the method and results of the voting, Classes 2, 4, and 5 voted to accept the Plan pursuant to the requirements of §§ 1124 and 1126. The Court finds that Classes 2, 4, and 5 are still impaired Classes under the Plan that voted to accept the Plan. No votes from Class 3 were received and, upon the record before this Court, there are no Creditors holding Class 3 Claims.

G. Classes Deemed to Have Accepted the Plan. Under the Amended Joint Plan, Class 1 was not impaired and is thus deemed to have accepted the Plan pursuant to § 1126(g).

H. Debtors' Releases, Exculpations and Injunctions. Pursuant to Bankruptcy Rule 3016(c), the Plan describes in specific and conspicuous language all acts to be enjoined by, and identifies the entities that are subject to, the injunctions provided under the Plan, including Sections 9.3, 9.4, 9.5, 9.6, and 9.7 thereof. The Court hereby finds that each of the release, exculpation and injunction provisions set forth in Article IX of the Plan is (a) within the jurisdiction of the Bankruptcy Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (b) are essential to the implementation of the Plan pursuant to § 1123(a)(5), warranted by the unique circumstances of these cases, and supported by specific consideration; (c) an integral element of the transactions incorporated into the Plan; (d) the product of arm's length negotiations and a critical element of obtaining the support of the various constituencies for support of the Plan; (e) fair, equitable, given for valuable consideration, and in the best interests of and confers material benefits upon, the Debtors, their Estates, and their Creditors; (f) important to the overall objectives of the Plan to finally resolve all claims among or against the key parties in interest in the chapter 11 cases with respect to the Debtors; and (g) consistent with §§ 105, 1123 and 1129, and other applicable provisions of the Bankruptcy Code. The Court further finds that, pursuant to the plain language of the form of ballot approved pursuant to the Disclosure

Statement Order, each creditor that voted to accept the Plan is deemed to have consented to the release, exculpation, and injunction provisions specified in Article IX, Sections 9.3, 9.4, 9.5, 9.6, and 9.7 of the Plan. The record of the Confirmation Hearing and the chapter 11 cases is sufficient to support the release, exculpation, and injunction provisions contained in the Plan. Notwithstanding anything to the contrary set forth in the Plan or in this Order, nothing in this Order or in the Plan, including the injunctions and releases set forth in section 9.4, 9.5, 9.6, and 9.7 of the Plan, shall be construed to contravene § 524(e) or the limits set forth in *Bank of N.Y. Trust Co.v. Off'l Unsecured Creditors' Comm. (In re Pacific Lumber Co.)*, 584 F.3d 229 (5th Cir. 2009).

I. *Plan Compliance with Bankruptcy Code – § 1129(a)(1).*

The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying § 1129(a)(1).

(i) *Proper Classification – §§ 1122, 1123(a)(1).*

Aside from Administrative Claims and Priority Tax Claims, which need not be classified, the Plan designates five Classes of Claims and Interests. The Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in each such Class. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate among holders of Claims and Interests. Thus, the Plan satisfies §§ 1122 and 1123(a)(1).

(ii) *Specify Unimpaired Classes – § 1123(a)(2).*

Section 4.1(d) of the Plan specifies that Class 1 is unimpaired under the Plan, thereby satisfying § 1123(a)(2).

(iii) *Specify Treatment of Impaired Classes – § 1123(a)(3).* Sections 4.2(f), 4.3(d), 4.4(e), and 4.5(c), of the Plan designate Classes 2, 3, 4, and 5 as impaired; and Article IV specifies the treatment of Claims and Interests in those Classes, thereby satisfying § 1123(a)(3).

(iv) *No Discrimination – § 1123(a)(4).* The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the holder of a particular

Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying § 1123(a)(4).

(v) *Implementation of Plan – § 1123(a)(5)*. The Plan provides adequate and proper means for its implementation, thereby satisfying § 1123(a)(5).

(vi) *Non-Voting Equity Securities – § 1123(a)(6)*. No securities will be issued under the Plan. Thus, the requirements of § 1123(a)(6) are satisfied.

(vii) *Selection of Responsible Person – § 1123(a)(7)*. At the Confirmation Hearing, the Debtors properly and adequately disclosed the identity and affiliations of the individual proposed to serve on or after the Effective Date as the Responsible Person (subject to replacement or removal in accordance with the terms of the Plan), and the manner of selection and appointment of such individuals is consistent with the interests of holders of Claims and Interests and with public policy and, accordingly satisfies the requirements of § 1123(a)(7). On the Effective Date, the Responsible Person shall be Mr. Peter Handy.

(viii) *Additional Plan Provisions – § 1123(b)*. The Plan's additional provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

J. *Compliance with Fed. R. Bankr. P. 3016*. The Plan is dated and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the Court satisfies Bankruptcy Rule 3016(b). Further, the Plan and Disclosure Statement describe in specific and conspicuous language all acts to be enjoined and identify the entities that are subject to the injunction, satisfying Bankruptcy Rule 3016(c) to the extent applicable.

K. *Compliance with Fed. R. Bankr. P. 3017*. The Debtors have given notice of the Confirmation Hearing as required by Bankruptcy Rule 3017. The Debtors have given notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d) and the Disclosure Statement Order. The solicitation materials prescribed by the Disclosure Statement Order were transmitted to the creditors entitled to vote or provisionally allowed to vote on the Plan in accordance with Bankruptcy Rule 3017(d).

L. Compliance with Fed. R. Bankr. P. 3018. The solicitation of votes to accept or reject the Plan satisfies Bankruptcy Rule 3018. The Plan was transmitted to all creditors entitled to vote or provisionally allowed to vote on the Plan, sufficient time was prescribed for such creditors to accept or reject the Plan, and the solicitation materials used and solicitation procedures followed comply with §§ 1125 and 1126, thereby satisfying the requirements of Bankruptcy Rule 3018.

M. Compliance with Bankruptcy Code –§ 1129(a)(2). The Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying § 1129(a)(2).

N. Plan Proposed in Good Faith – § 1129(a)(3). The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying § 1129(a)(3). In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the formulation of the Plan. The Debtors filed their chapter 11 cases and proposed the Plan in good faith and with legitimate and honest purposes including (i) preservation and maximization of the Debtors' business operations and enterprise value, and (ii) maximization of the recovery to creditors entitled thereto under the circumstances of these cases.

O. Payments for Services or Costs and Expenses – § 1129(a)(4). All payments made or to be made by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the chapter 11 cases, or in connection with the Plan and incident to the chapter 11 cases, have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying § 1129(a)(4).

P. Directors, Officers and Insiders –§ 1129(a)(5). The Debtors have complied with § 1129(a)(5). The identity and affiliations of the person that will serve as the Responsible Person as of the Effective Date of the Plan has been fully disclosed at the Confirmation Hearing. The appointment to, or continuance in, such offices of such persons is consistent with the interests of holders of Claims against and Interests in the Debtors

and with public policy. The replacement or removal of the Responsible Person shall be subject to the terms of the Plan. The identity of any insider that will be employed or retained and the nature of such insider's compensation have also been fully disclosed, to the extent applicable and presently determinable.

Q. No Rate Changes – § 1129(a)(6). Although the Sale of the Station Assets is subject to FCC Approval as set forth herein and in the Plan, there is no regulatory commission having jurisdiction after confirmation of the Plan over the rates of the Debtors and no rate change provided for in the Plan requiring approval of any such commission. Therefore, § 1129(a)(6) is not applicable.

R. Best Interests of Creditors – § 1129(a)(7). The Plan satisfies § 1129(a)(7). The evidence proffered or adduced at the Confirmation Hearing (i) was persuasive and credible, (ii) has not been controverted by other credible evidence, and (iii) establishes that each holder of an impaired Claim or Interest has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date.

S. Deemed Acceptance or Rejection by Certain Classes -- § 1129(a)(8). As set forth in the Cooley Certification, Classes 2, 4, and 5 voted each voted to accept the Plan. No Class 3 Creditors have been identified. Class 1 is unimpaired and conclusively presumed to have accepted the Plan pursuant to § 1126(f). The Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to each Class that did not vote to accept the Plan. As a result, the requirements of § 1129(b) have been satisfied.

T. Treatment of Administrative, Priority and Tax Claims – U.S.C. § 1129(a)(9). The treatment of Administrative Claims, Priority Tax Claims, and Priority Non-Tax Claims pursuant to Sections 3.1 and 3.2 of the Plan satisfies the requirements of §§ 1129(a)(9)(A), (B) and (C).

U. Acceptance by Impaired Class – § 1129(a)(10). Each of Classes 2 and 4 is an impaired Class of Claims that voted to accept the Plan without including any acceptance of the Plan by any insider. Therefore, § 1129(a)(10) is satisfied.

V. Feasibility – § 1129(a)(11). The Plan proposes to liquidate the Debtors under chapter 11 of the Bankruptcy Code. Other evidence proffered or adduced by the Debtors at the Confirmation Hearing with respect to feasibility in connection with the ability of the Parties to the APA to satisfy its obligations under the Plan are persuasive and credible, and establish that confirmation of the Plan is not likely to be followed the need for further financial reorganization. Accordingly, the Court finds that the Debtors have satisfied the requirements of § 1129(a)(11).

W. Payment of Fees – § 1129(a)(12). All fees payable under 28 U.S.C. § 1930 on or before the Effective Date, as determined by the Court, have been paid or will be paid by the Purchaser pursuant to Section 6.5 of the Plan, thus satisfying the requirements of § 1129(a)(12).

X. Continuation of Retiree Benefits – § 1129(a)(13). The Debtors do not have any retiree benefits within the meaning of § 1114. Thus, the requirements of § 1129(a)(13) are not applicable.

Y. No Unfair Discrimination – § 1129(b)(1). The Plan does not unfairly discriminate against any Class of Claims or Interests, as each Class represents Creditors with different legal rights. Because the Plan satisfied § 1129(a)(8), § 1129(b)(1) is not applicable, and thus the Plan can be confirmed.

Z. Fair and Equitable – § 1129(b)(2). Because the Plan satisfied § 1129(a)(8), § 1129(b)(2) is not applicable, and thus the Plan can be confirmed.

AA. Principal Purpose – § 1129(d). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of Section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Plan on any such grounds. The Plan therefore satisfies the requirements of § 1129(d).

BB. Executory Contracts. The Debtors have exercised reasonable business judgment in determining whether to assume, assume and assign, or reject each of their Executory Contracts as set forth in Article VII of the Plan. Each party to an Executory Contract to be assumed by the Debtors and assigned to the Purchaser or its designee under the Plan has received sufficient notice of the proposed assumption and assignment and the proposed Cure Amount, if any, relating thereto. Each assumption, assumption and assignment, or rejection of an Executory Contract pursuant to Sections 7.2 and 7.3 of the Plan shall be legal, valid, and binding upon the Purchaser and all nondebtor parties to such Executory Contract, all to the same extent as if such assumption and assignment, or rejection had been effectuated pursuant to an appropriate authorizing order of the Court entered before the Confirmation Date under § 365. Any assumption and assignment of an Executory Contract under the Plan, including under Sections 7.2 and 7.3 of the Plan, shall be binding upon the Debtors, the Purchaser, and nondebtor parties thereto only upon the occurrence of the Effective Date and the transfers to the Purchaser.

CC. Adequate Assurance. The Debtors have cured, or provided adequate assurance that the Purchaser will cure pursuant to the provisions of the Plan, defaults (if any) under or relating to each of the Executory Contracts to be assumed by the Debtors and assigned to Purchaser or its designee pursuant to the Plan.

DD. Plan Modifications. Each modification to the Plan set forth in this Order or on the record at the Confirmation Hearing constitutes a technical or nonmaterial change to the Plan that does not materially and adversely alter the treatment of any Claim against or Interest in the Debtor. Accordingly, pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure pursuant to § 1125 or the solicitation of any vote pursuant to § 1126. Pursuant to § 1127 and Fed. R. Bankr. P. 3019, all holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified, and no holder of a Claim shall be permitted to change its vote as a consequence of any such modifications to the Plan. Disclosure of the

modifications on the record at the Confirmation Hearing constitutes due and sufficient notice thereof under the circumstances of these chapter 11 cases.

EE. Conditions to Effective Date. Each of the conditions to the Effective Date, as set forth in Section 10.1 of the Plan, is reasonably likely to be satisfied. The conditions to the Effective Date, as set forth in Section 10.1 of the Plan, shall be subject to waiver by the Debtors, with the consent of the Purchaser, Digits, and Prepetition Lender, without notice or a hearing.

FF. Retention of Jurisdiction. The Court properly may retain jurisdiction over the matters set forth in Section 11.1 of the Plan.

GG. Agreements and Other Documents. The Debtors have made adequate and sufficient disclosure of: (1) the distributions to be made pursuant to the Plan; (2) the adoption, execution, delivery and implementation of all contracts, leases, instruments, releases and other agreements or documents related to any of the foregoing; and (3) the other matters provided for under the Plan.

HH. Preservation of Causes of Action. It is in the best interests of the creditors that Causes of Action that are not expressly released or assigned under the Plan be transferred to the Purchaser, which is authorized to commence and continue all Causes of Action pursuant to Section 6.6 and 9.8 of the Plan and § 1123(b)(3).

II. Burden of Proof. The Debtors, as proponents of the Plan, have met their burden of providing the elements of §§ 1129(a) and (b) by a preponderance of the evidence. *In re Briscoe Enters, Ltd., II*, 994 F.2d 1160 (5th Cir.1993), *cert. denied*, 114 S. Ct. 50 (1993).

JJ. Satisfaction of Confirmation Requirements. The Plan satisfies the requirements for confirmation set forth in § 1129.

KK. Disputed Claims Reserve. The Purchaser or the Responsible Person shall, pursuant to section 6.3 of the Plan, estimate all Disputed Claims prior to making any distribution to the holder of such Claims under the Plan in a manner to ensure that an adequate reserve would be available should each Disputed Claim become an Allowed Claim. Certain

claims cannot be estimated based on information available to the Debtors and therefore may be reserved in their full face amount. Such reserve may not be relied upon to show that any Disputed Claim is either probable or estimable for any other purpose.

LL. Transfers by Debtors. All transfers of property of the Debtors' estates, including the transfer and assignment to the Purchaser shall be free and clear of all Liens, charges, Claims, encumbrances, and other interests, except as expressly provided in the Plan or this Confirmation Order.

MM. Sale of Station Assets under the Plan. With respect to the Sale of the Station Assets to Purchaser or its designee pursuant to Section 6.2 of the Plan and the terms of the APA, the Court finds as follows:

(i) For the avoidance of doubt, the "Station Assets" conveyed to the Purchaser under the Plan shall include all assets identified in the APA.

(ii) The Sale of the Station Assets from the Debtors to the Purchaser is authorized and approved in all respects pursuant to §§ 363, 1123(a)(5)(D), and 1123(b)(4), subject to FCC Approval.

(iii) The Debtors' determination that the Plan constitutes the best disposition of the Station Assets is a valid and sound exercise of the Debtors' business judgment.

(iv) Approval of the Plan and the sale to the Purchaser and the consummation of the transactions contemplated thereby are in the best interest of the Debtors, their creditors, interest holders, estates and other parties in interest.

(v) The Sale of all of the Station Assets to the Purchaser (including the assumption by the Debtors and assignment to the Purchaser of each Executory Contract identified in the Assumed Contracts Schedule (each, an "**Assigned Contract**")) is a legal, valid, and effective transfer of the Station Assets for fair consideration.

(vi) The Debtors are authorized to execute and deliver all documents necessary to effectuate the Sale of the Station Assets to the Purchaser or its designee on the terms set forth in the Plan and the APA.

(vii) The Sale of the Station Assets to the Purchaser or its designee satisfies one or more of the requirements of § 363(f)(1)-(5) and therefore shall be made free and clear of all Liens against and other interests in such property.

(viii) The sale is a prerequisite to the Debtors' ability to confirm and consummate the Plan, and is made in contemplation of such Plan. Accordingly, the sale is a transfer pursuant to § 1146(a), which shall not be taxed under any law imposing a stamp tax or similar tax.

(ix) The Debtors and the Purchaser are authorized to make non-material modifications to the APA and any accompanying transfer and sale documents to consummate the Sale consistent with the terms of the Plan and this Order.

NN. Executory Contracts. The Debtors and Purchaser have exercised reasonable business judgment in determining whether to assume and assign, or to reject, each of the Executory Contract. Each nondebtor party to an Executory Contract to be assumed by the Debtors and assigned to the Purchaser pursuant to the Plan has been provided with sufficient notice under the circumstances of such assumption and the proposed Cure Amount, if any, related thereto. The assumption and assignment, or rejection, of each Executory Contract shall be legal, valid, and binding upon the Debtors and all nondebtor counterparties to such Executory Contract.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Objections. All objections to confirmation of the Plan that have not been withdrawn, resolved, waived or settled are overruled on the merits.

2. Confirmation of Plan. The Plan as modified is approved and confirmed in all respects under § 1129, as stated on the record, at the conclusion of the Confirmation Hearing.

3. Approval of Plan Modifications. The modifications set forth in the Plan, and those based on the rulings of the Court at the Confirmation Hearing, are approved. In accordance with § 1127 and Fed. R. Bankr. P. 3019, all holders of Claims who voted to accept the Plan or who are

conclusively presumed to have accepted the Plan are deemed to have accepted the Plan. No holder of a Claim shall be permitted to change its vote as a consequence of any modifications resulting in this Plan. The Plan, as modified from the Amended Joint Plan, as set out herein shall constitute the Plan and all references herein to the Plan shall mean the Plan as so modified.

4. Incorporation of Terms and Provisions of Plan. The terms and provisions of the Plan (and each of the documents referred to in the Plan, all exhibits, and addenda thereto) are incorporated by reference into and are an integral part of this Confirmation Order. Each term and provision of the Plan is valid, binding and enforceable as though fully set forth herein. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent. The failure specifically to include or reference any particular term or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such term and provision, it being the intent of the Court that the Plan be confirmed in its entirety.

5. Plan Classification Controlling. No motion to determine the classification of Claims or Interests under the Plan was timely filed pursuant to Bankruptcy Rule 3013 and the Disclosure Statement Order. Accordingly, the classification of Claims and Interests for purposes of the treatment of such Claims and Interests under the Plan, including distributions to be made thereunder, shall be governed solely by the terms of the Plan. The classifications set forth on the ballots tendered to or returned by Creditors in connection with voting on the Plan (a) were set forth on the Ballots 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 such Claims or Interests under the Plan for distribution purposes, (c) may not be relied upon by any creditor or interest holder as representing the actual classification of such Claims or Interests under the Plan for distributions purposes, and (d) shall not be binding on Responsible Person, the Purchaser, the Estates or the Debtors.

6. Implementing Provision for Priority Tax Claims. In the event a Priority Tax Claim is treated pursuant to § 1129(a)(9)(C), interest shall be paid at the rate as of the Effective Date at the applicable rate under non-

bankruptcy law. In the event of a default on the payment of a Priority Tax Claim under the Plan, the governmental unit to which the payment is owed may pursue all administrative and judicial remedies under applicable law to collect the unpaid Priority Tax Claim.

7. Approval of Plan Releases and Exculpation; Injunction. Each of the release, exculpation and injunction provisions set forth in Article IX of the Plan is hereby approved, except as otherwise specifically modified by this Order; *provided, however*, that nothing in this Order or in the Plan, including the injunctions and releases set forth in section 9.4, 9.5, 9.6, and 9.7 of the Plan, shall be construed to contravene § 524(e) or the limits set forth in *Bank of N.Y. Trust Co.v. Off'l Unsecured Creditors' Comm. (In re Pacific Lumber Co.)*, 584 F.3d 229 (5th Cir. 2009).

8. Plan Implementation Authorization. The Debtors, the Responsible Person, and the Purchaser are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file or record any contract, instrument, release, lease, grant of security, indenture or other agreement or document, including the Plan Documents, the APA, and all other documents referenced in 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, or take any or all corporate actions authorized to be taken pursuant to the Plan, including any reincorporation, merger, consolidation, restructuring, disposition, liquidation, closure, dissolution, release, amendment or restatement of any bylaws, certificates of incorporation or other governing documents of the Debtors, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Court. Any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. For the avoidance of doubt, the Purchaser or the Responsible Person is hereby authorized from and after the date hereof to take all steps necessary to reincorporate as of the Effective Date, by whatever means or transactions available under applicable law.

9. Governmental Approvals Not Required. 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 documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement and any documents, instruments or agreements, and any amendments or modifications thereto.

10. Exemption from Certain Taxes. Pursuant to § 1146(a), neither (a) the transfer of the Station Assets to the Purchaser, (b) the making or assignment of any contract, lease or sublease, nor (c) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any merger agreements, any agreements of consolidation, restructuring, disposition, liquidation, or dissolution, any deeds, any bills of sale, or any transfers of tangible or intangible property, shall be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment. State and local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. For the avoidance of doubt, the exemption hereunder specifically applies to all documents necessary to evidence and implement the transfers required under the Plan, including the transfer of the Station Assets to the Purchaser, distributions under the Plan, including the Plan Documents, and all documents necessary to evidence and implement any of the transactions and actions described in the Plan, the Plan Schedules or the Plan Supplements.

11. Exemption from Securities Laws. The exemption from the requirements of Section 5 of the Securities Act of 1933, and any state or local law requiring registration for the offer, sale, issuance, exchange or transfer of a security provided for in the Plan in exchange for Claims against or

Interests in the Debtors, or registration of licensing of an issuer of, underwriter of, or broker dealer in, such security is authorized by § 1145.

12. Applicable Non-Bankruptcy Law. Pursuant to §§ 1123(a) and 1142(a), the provisions of this Confirmation Order, the Plan, or any other amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

13. Appointment of Responsible Person. Peter Handy is appointed as the Responsible Person pursuant to Sections 6.7 and 6.8 of the Plan. Any vacancy existing after the Effective Date shall be filled in accordance with the terms of the Plan.

14. Responsibility for Distributions. The Purchaser shall make all Distributions to Holders of Allowed Claims and Interests and pay all such other amounts to the Holders of Allowed Claims and Interests as required under the terms of the Plan and the APA.

15. Approval of Assumption or Rejection of Contracts and Leases. The assumption and assignment to the Purchaser or its designee of each Executory Contract identified on the Notice of Assumed Contracts is hereby approved as of the Effective Date as proposed in Sections 7.2 and 7.3 of the Plan.

16. Administrative Expense Request Deadline. On the Effective Date, or as soon thereafter as is reasonably practicable, the Purchaser or the Responsible Person shall provide written notice of the Administrative Expense Request Deadline in substantially the same manner and fashion as the Debtors provided written notice of the Disclosure Statement.

17. Payment of Fees. All fees payable by the Debtors under 28 U.S.C. § 1930 shall be paid on, or as soon as reasonably practical after, the Effective Date.

18. Vesting of Assets. All transfers of property of the Debtors' Estates, including the transfer of the Station Assets, shall be free and clear of all Liens, charges, Claims, Interests, and other encumbrances, except as expressly provided in the Plan. Pursuant to §§ 1141(b) and (c), all property

of each of the Debtors (excluding property that has been abandoned pursuant to the Plan or an order of the Bankruptcy Court) shall vest in each respective Debtor or Purchaser, as the case may be, free and clear of all Liens, charges, Claims, Interests, and other encumbrances, except as expressly provided in the Plan. Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law.

19. Free and Clear of Liens, Claims, Encumbrances and Other Interests. The Sale of the Station Assets to the Purchaser or its designee shall be effectuated free and clear of all Liens, Claims, and other interests, whether arising before or after the Petition Date, whether at law or in equity, including all rights or claims based on any successor or transferee liability, except as expressly set forth in the Plan or this Order. Except as expressly provided in the Plan or this Order, the Station Assets shall be transferred to the Purchaser on the Effective Date free and clear of all Liens, Claims, and other interests in, on, or with respect to the Station Assets to the fullest extent authorized under § 363(f).

20. No Successor Liability. Neither the Purchaser, its affiliates, nor any of its respective members, partners, shareholders, principals, employees, agents, representatives, and advisors (as applicable) is a mere continuation of any Debtor or its Estate, or is holding itself out to the public as a continuation of any Debtor or its Estate. There is no continuity or common identity between the Debtors and any Purchaser, its affiliates, or any of their respective members, partners, shareholders, principals, employees, agents, representatives, and advisors (as applicable), and there is no continuity of enterprise between the Debtors and any Purchaser, its affiliates, or any of their respective members, partners, shareholders, principals, employees, agents, representatives, and advisors (as applicable). Neither the Purchaser, its affiliates, nor any of its respective members, partners, shareholders, principals, employees, agents, representatives, and advisors (as applicable) is a successor to the Debtors or their Estates, and none of the transactions contemplated by the Plan amounts to a consolidation, merger, or de facto merger of the Purchaser, its affiliates, or any of their respective members, partners, shareholders, principals, employees, agents, representatives, and advisors with or into the Debtors.

21. Release of Liens. On the Effective Date, all Liens, security interests, deeds of trust, or mortgages against any Debtor or property of the Estates shall and shall be deemed to be released, terminated, extinguished and nullified as of the Effective Date pursuant to §§ 363 and 1141(c), except as expressly provided in the Plan or this Confirmation Order. Pursuant to § 1142(b), from and after the Effective Date, the Debtors and the Purchaser are authorized to execute and file any release of Lien, in their sole business judgment, to assist in consummation of the Plan if the Holder of such Lien fails to execute such a release of Lien.

22. Distribution Record Date. To facilitate the distribution process, when making any Cash payments under the Plan on the Effective Date or other required Distribution Date, the Debtors shall not be required to recognize, and may disregard without liability, any transfer of Claim that is not filed of record on the Court's docket as of the Confirmation Date. With respect to any transfer of Claim not so timely filed, the Debtors are authorized to recognize and deal for all purposes under the Plan only with the original holder of the Claim.

23. Treatment is in Full Satisfaction. Except as otherwise provided in the Plan, or agreed in writing or approved by the Court, effective as of the Effective Date, the treatment set forth in the Plan is in full and complete satisfaction of the legal, contractual, and equitable rights that each Person holding a Claim or Interest may have in or against the Debtors, the Estates, or their respective property. This treatment supersedes and replaces any agreements or rights those Persons may have in or against the Debtors, the Estates, or their respective property.

24. Reservation of Rights Under Police and Regulatory Laws. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the releases, discharges, settlements, satisfactions, injunctions, and preclusions set forth in this Confirmation Order or the Plan shall not impair the rights, claims or causes of action of governmental units against the Debtors under police and regulatory laws and regulations promulgated thereunder, and such rights, claims and causes of action shall not be discharged or otherwise adversely affected by the Plan, shall survive the chapter 11 cases as if they had not been commenced, and may be determined

or adjudicated before the respective administrative agency having jurisdiction or court of competent jurisdiction.

25. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, contracts, instruments or other documents executed or entered into in connection with the Plan (except that any agreement, contract, instrument or other documents, that contains its own choice of law provision shall be governed by such choice of law provision), and any corporate governance matters (except that corporate governance matters relating to Debtors shall be governed by the laws of the state of incorporation of the applicable Debtor, as applicable).

26. Effect of Conflict Between Plan and Confirmation Order. 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.

27. Reversal. Except to the extent this Order is revoked, if any or all the provisions of this Confirmation Order are hereafter reversed, modified or vacated by subsequent order of the Court or any other court, in the absence of a stay of the Confirmation Order, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken in good faith under or in connection with the Plan prior to the Debtors' receipt of written notice of entry of any such order. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, in the absence of a stay of the Confirmation Order, any such act or obligation incurred or undertaken in good faith 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 and the Plan or any amendments or modifications thereto.

28. Authorization to Consummate Plan. Cause exists to permit this Order to take effect immediately upon its entry, including based on the need to consummate the transactions described therein promptly. Accordingly,

any stay made applicable to this Order by Bankruptcy Rule 3020(e), 6004(h), or otherwise is hereby waived, and the Debtors may proceed to consummate the transactions described in the Plan, including the Sale of the Station Assets to the Purchaser, immediately upon entry of this Order and the satisfaction of all other conditions, if any, necessary to the occurrence of the Effective Date of the Plan.

29. Failure to Consummate Plan and Substantial Consummation. If consummation of the Plan does not occur, then the Plan, any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims), the assumption or rejection of any Executory Contract affected by the Plan, and any document or agreement executed pursuant to the Plan, shall be null and void. In such event, nothing contained in the Plan or this Confirmation Order, and no act taken in preparation for consummation of the Plan, shall (a) constitute a waiver or release of any Claim by or against or any Interest in the Debtors or any other Person, (b) prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, (c) constitute an admission of any sort by the Debtors or any other Person, or (d) be construed as a finding of fact or conclusion of law with respect thereto. Upon the occurrence of the Effective Date with respect to the Debtors, the Plan shall be deemed substantially consummated as to the Debtors.

30. Notice of Entry of Confirmation Order. No later than ten (10) Business Days following the entry of this Confirmation Order, the Purchaser or the Responsible Person shall serve notice of the entry of this Confirmation Order pursuant to Fed. R. Bankr. P. 2002(f)(7), 2002(k) and 3020(c) on all holders of Claims and Interests, the U.S. Trustee, and the parties named on the Limited Service List maintained in these cases, by causing notice to be delivered to such parties by first-class mail, postage prepaid.

31. Notice of Effective Date. Within five (5) Business Days following the occurrence of the Effective Date, the Purchaser or the Responsible Person shall file notice of the Effective Date with the Bankruptcy Court and serve a copy of such notice on the parties named on the Limited Service List maintained in these cases.

32. Assets. To the extent the succession to assets of the Debtors pursuant to the Plan are deemed to constitute “transfers” of property, such transfers of property to the Purchaser or the Responsible Person (a) are and shall be legal, valid, and effective transfers of property, (b) shall vest the recipient with good title to such property, free, and clear of all Liens, charges, Claims, encumbrances, or interests, except as expressly provided in the Plan or this Confirmation Order, (c) shall not constitute avoidable transfers under the Bankruptcy Code or applicable nonbankruptcy law, and (d) do not and shall not subject the Purchaser or its designee or the Responsible Person to any liability by any reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including any laws affecting successor or transferee liability.

33. Term of Bankruptcy Injunction or Automatic Stay. The stay in effect in the Chapter 11 Cases pursuant to §§ 105 or 362(a) shall continue to be in effect until the Effective Date, and at that time shall be dissolved and of no further force or effect, subject to the injunction set forth in Section 9.4 of the Plan and §§ 524 and 1141; *provided, however*, that nothing herein shall bar the filing of financing documents (including uniform commercial code financing statements, security agreements, leases, mortgages, trust agreements, and bills of sale) or the taking of such other actions as are necessary to effectuate the transactions specifically contemplated by the Plan or by this Confirmation Order prior to the Effective Date.

34. Retention of Jurisdiction. Pursuant to §§ 105(a) and 1142, and notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction as provided in the Plan over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other items and matters, jurisdiction over those items and matters set forth in Article XI of the Plan.

35. References to Plan Provisions. The failure to include or specifically reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety. The provisions of the Plan and of this Confirmation Order shall be

construed in a manner consistent with each other so as to effect the purposes of each; *provided, however*, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.

36. Separate Confirmation Orders. This Confirmation Order is and shall be deemed a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Chapter 11 Case for all purposes. The Clerk of the Court is directed to file and docket this Confirmation Order in the Chapter 11 Case of each of the Debtors.

37. Filing and Recording. This Confirmation Order is and shall be binding upon and shall govern the acts of all entities including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments. This Confirmation Order shall constitute conclusive evidence of the Sale of the Station Assets to the Purchaser and the avoidance, discharge and release of all other Liens previously encumbering such Station Assets. Each and every federal, state and local government agency is hereby directed to accept any and all documents and instruments necessary, useful or appropriate (including Uniform Commercial Code financing statements) to effectuate, implement and consummate the transactions contemplated by the Plan and this Confirmation Order without payment of any recoding tax, stamp tax, transfer tax or similar tax imposed by state or local law.

38. Anti-Assignment Provisions. To the extent that any provision in any Assigned Contract prohibits or conditions the assignment of such Assigned Contract or allows the nondebtor party to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such

Assigned Contract, such provision constitutes an unenforceable antiassignment provision that, by operation of § 365(f), is void and of no force and effect. All other requirements and conditions under §§ 363 and 365 for the assumption by the Debtors and assignment to the Purchaser of the Assigned Contracts have been satisfied. Upon the Effective Date, in accordance with §§ 363 and 365, the Purchaser shall be fully and irrevocably vested with all rights, title and interest of the Debtors under each of the Assigned Contracts.

39. Purchaser Substituted for Debtors. Upon the occurrence of the Effective Date and the payment of the required Cure Amounts, if any, the Purchaser or its designee, as applicable, shall be substituted for the Debtors under each such Assigned Contract. Each Assigned Contract shall, as of the Closing Date, constitute the valid and binding obligation of the Purchaser or its designee, as applicable, and any other nondebtor counterparty thereto, and shall remain in full force and effect and enforceable in accordance with its terms. Following such assignment, the Debtors shall be relieved, pursuant to § 365(k), from any further liability under the Assigned Contracts. Upon the payment of the Cure Amount, if any, and subject to the terms of any stipulation of the parties to such Assigned Contract filed with the Court, (a) each Assigned Contract shall constitute a valid and existing interest in the property subject to such Assigned Contract, (b) none of the Debtors' rights will have been released or waived under any such Assigned Contracts, (c) the Assigned Contracts will remain in full force and effect, and (d) no default shall exist under the Assigned Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

40. Purchaser's Adequate Assurance. The Purchaser has provided adequate assurance of its ability to perform under the Assigned Contracts from and after the Effective Date as required by §§ 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B).

41. Claims Barred. Pursuant to §§ 105(a), 363 and 365, and except for the Cure Amounts set forth on the Notice of Assumed Contracts, all parties to the Assigned Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or the Purchaser any

assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, or right to injunctive or other legal or equitable relief, arising under or related to any Assigned Contract existing as of the Effective Date or arising by reason of the Closing.

42. Validity of Sale. The transactions contemplated by the Plan are undertaken by the Purchaser without collusion and in good faith, as that term is defined in § 363(m), and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the sale, conveyance, or distribution of such Station Assets to the Purchaser (including the assumption and assignment of the Assigned Contracts), unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of § 363(m) and, as such, is entitled to the full protections of § 363(m).

43. Requirement of FCC Approval.

(i) Notwithstanding any other provision of this Order or any other Order of this Court, no (i) assignment of any rights and interests of Subsidiary in any federal license or authorization issued by the Federal Communications Commission (“*FCC*”) or (ii) transfer of control of either Debtor shall take place prior to the issuance of FCC regulatory approval for such assignment or transfer pursuant to the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder. The FCC’s rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on such assignments and transfers, setting any regulatory fines or forfeitures, are fully preserved, and nothing herein shall proscribe or constrain the FCC’s exercise of such power or authority to the extent provided by law.

(ii) No provision in the Plan or this Order relieves a Debtor or a reorganized Debtor from the obligation to comply with the Communications Act of 1934, as amended, and the rules, regulations and orders promulgated thereunder by the Federal Communications Commission (“*FCC*”). No transfer of control of either Debtor or transfer of any License or any other federal license or authorization issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such transfer of control or transfer of license or authorization pursuant to applicable FCC regulations. The

FCC's rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on such transfers, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority.

44. No Release from Liability. Nothing in the Confirmation Order or the Plan shall effect a release of any claim by the United States Government or any of its agencies or any state and local authority whatsoever, including any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person, nor shall anything in the Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever, including any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Confirmation Order or the Plan exculpate any party or person from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person.

45. No Discharge. Because the Plan provides for the liquidation of all or substantially all of the property of the Debtors' Estates, the confirmation of the Plan does not constitute a discharge under § 1141. Accordingly, Section 9.3 of the Plan is hereby severed from the Plan and declared unenforceable and without any force or effect.

###

Submitted by:

Keith M. Aurzada (TX Bar No. 24009880)
Michael P. Cooley (TX Bar No. 24034388)
Lindsey L. Robin (TX Bar No. 24091422)
BRYAN CAVE LEIGHTON PAISNER LLP
2200 Ross Avenue, Suite 3300
Dallas, Texas 75201
(214) 721-8000 (Telephone)
(214) 721-8100 (Facsimile)

Attorneys for Debtors