

P00000076271

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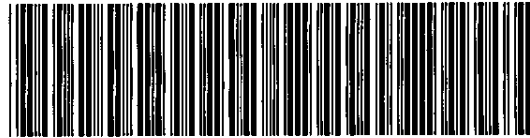
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

VOIDS
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11/30



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 5, 2007

RAYMOND J. MILLER
OFF MAIN FURNITURE LIQUIDATING AGENT
6524 SAN FELIPE, PMB 109
HOUSTON, TX 77057

SUBJECT: OFF MAIN FURNITURE, INC.
Ref. Number: P00000076271

We have received your document for OFF MAIN FURNITURE, INC., however, upon receipt of your document no check was enclosed. Please send a check or money order payable to the Department of State for \$35.00.

The fee to file articles of dissolution or a certificate of withdrawal is \$35. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

PLEASE CLARIFY THE WORDING UNDER PART FOURTH OF THE ARTICLES OF DISSOLUTION. IT IS ILLEGIBLE.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson
Document Specialist Supervisor

Letter Number: 507A00000993

RECEIVED
07 JAN 30 AM 8:00
DIVISION OF CORPORATIONS

Per firmation Order

Florida Department of State
Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

December 27, 2006

RE: Off Main Furniture Inc.
EIN: 65-1031455
Chapter 11 Liquidation CASE NO: 06-11200-BKC-JKO
PETITION DATE: 04/4/06

Dear Sir:

On April 4, 2006 (the "Petition Date") Off Main Furniture, Inc, a Florida corporation filed for protection under Chapter 11 of the U. S. Bankruptcy Code in the U. S. Bankruptcy Court in the Southern District of Florida. Shortly after the Petition Date, the Debtor decided that they were not able to effectuate an internal reorganization of their financial and business affairs and as such decided that it was in their best interest and the best interest of the bankruptcy estate and their creditors to liquidate their assets at the highest and best value. The Debtor in mid-April 2006 began a full liquidation of all its assets. All retail operations of Off Main Furniture Inc ceased by July 31, 2006.

On November 27, 2006 the Order Confirming the Debtors' Plan of Liquidation was signed in the U.S. Bankruptcy Court in the Southern District of Florida. Accordingly, all remaining assets of the debtor are vested in the Liquidating Debtor's Estate and I was appointed the Liquidating Agent. Accordingly, I have all remaining corporate authority of the Debtor.

As per the enclosed excerpts from the Disclosure Statement for Debtor's Plan of Liquidation (See Page 29-30, Section 5 (Dissolution of the Debtor) and the enclosed Order Confirming Debtors' Plan of Liquidation, please accept this letter and the attached Certificate of Dissolution as notification of the dissolution of Off Main Furniture Inc, a Florida corporation effective the Effective Date, December 8, 2006. Thus this action and U.S. Bankruptcy Court Order eliminates Off Main Furniture Inc as a Florida corporation.

Thank you for your help in this matter and please feel free to contact me if there are any questions.

Sincerely,



Raymond J Miller, Trustee
Liquidating Agent
Off Main Furniture Inc

ARTICLES OF DISSOLUTION

Pursuant to section 607.1403, Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:

OFF MAIN FURNITURE INC

SECOND: The document number of the corporation (if known):

P 00000076271

THIRD: The date dissolution was authorized:

12/8/06

Effective date of dissolution if applicable:

12/8/06

(no more than 90 days after dissolution file date)

FOURTH: Adoption of Dissolution (CHECK ONE)

☐ Dissolution was approved by the shareholders. The number of votes cast for dissolution was sufficient for approval.

☒ Other - See Confirmation Order

☐ Dissolution was approved by the shareholders through voting groups.

The following statement must be separately provided for each voting group entitled to vote separately on the plan to dissolve:

The number of votes cast for dissolution was sufficient for approval by

(voting group)

Signature: _____

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

Raymond J. Miller

(Typed or printed name of person signing)

Liquidating Agent

(Title of person signing)

FILED
07 JAN 30 AM 9:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Filing Fee: \$35

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Ft. Lauderdale Division
www.flsb.uscourts.gov

In re:

OFF MAIN FURNITURE, INC.

CASE NO. 06-11200-BKC-JKO
Chapter 11

Debtor.
_____ /

**DISCLOSURE STATEMENT FOR
DEBTOR'S PLAN OF LIQUIDATION**

Dated: October 27, 2006

GENOVESE JOBLOVE & BATTISTA, P.A.
Paul J. Battista, Esq.
Fla. Bar No. 884162
Heather L. Yonke, Esq.
Fla. Bar No. 013192
100 S.E. 2nd Street, 44th Floor
Miami, FL 33131
Tel. (305) 349-2300
Fax. (305) 349-2310

Attorneys for Debtor and Debtor-in-Possession

IMPORTANT:

**THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR
UPON YOUR DECISION TO ACCEPT OR REJECT THE PROPOSED PLAN OF
LIQUIDATION. ACCORDINGLY, PLEASE READ THIS DOCUMENT WITH CARE.**

Distributions to be funded under the Plan; (d) pay all necessary expenses incurred in connection with the duties and responsibilities of the Liquidating Agent under the Plan; (e) administer, implement and enforce all provisions of the Plan; (f) file tax returns and make other related corporate filings; (g) administer the Plan and the Assets of the Liquidating Debtor's Estate; (h) abandon any Assets of the Estate or the Liquidating Debtor's Estate, and (i) to invest Cash in accordance with Section 345 of the Bankruptcy Code or otherwise as permitted by order of the Bankruptcy Court, (j) to purchase and carry all insurance policies and pay all premiums and costs deemed necessary and advisable, and (k) undertake such other responsibilities as are reasonable and appropriate in connection with the Plan.

The Liquidating Agent shall prepare and file periodic interim status reports with the Bankruptcy Court, and serve such reports on the Office of the United States Trustee and any party in interest who requests copies of such reports, provided however that such reports shall be filed not less than one time per year following the Effective Date.

3. Bond Requirement.

The Liquidating Agent shall post a bond in favor of the Liquidating Debtor's Estate in an amount equal to 100% of the book value of the assets transferred thereto. The cost of such bond is payable from the assets of the Liquidating Debtor's Estate. After making each successive Distribution provided for under the Plan, the Liquidating Agent shall have the right to seek a refund of the bond premium based upon the diminution of the assets of the Liquidating Debtor's Estate resulting from each such Distribution.

4. Resignation and Removal of Liquidating Agent.

The Liquidating Agent may resign at any time, provided however, that the Liquidating Agent shall file a motion with the Bankruptcy Court in connection therewith and request that a successor or replacement Liquidating Agent be appointed in accordance herewith, which motion shall be on notice to the top twenty (20) unsecured creditors with Allowed Claims and the Office of the United States Trustee. The Office of the United States Trustee, by motion filed with the Bankruptcy Court, or the Bankruptcy Court on its own order to show cause, may seek to remove the Liquidating Agent for cause, including, but not limited to, under Section 324 of the Bankruptcy Code, for the violation of any material provision of the Plan, or in the event the Liquidating Agent becomes incapable of acting as the Liquidating Agent as a result of physical or mental disability and such physical or mental disability continues for a period in excess of thirty (30) days (except in the case of death, in which instance, the procedures for replacement will begin immediately). In the event of a resignation or removal, the Liquidating Agent, unless he is incapable of doing so, shall continue to perform his duties hereunder until such a time as a successor is approved by a Final Order of the Bankruptcy Court.

5. Dissolution of the Debtor.

Upon the Effective Date, the Liquidating Agent shall be authorized and empowered to dissolve or cause the Debtor to be dissolved as a corporation. In addition, upon the Effective Date of the Plan, the Liquidating Agent shall be authorized and empowered to take any and all action and

execute any and all documents as may be necessary to effectuate such dissolution except to the extent the Liquidating Agent deems it necessary to prosecute Litigation Claims under the Plan in the name of the Debtor. Unless dissolved earlier by the Liquidating Agent pursuant hereto, upon the distribution of all Assets of the Liquidating Debtor's Estate pursuant to the Plan, the Debtor will be dissolved for all purposes effective as of the final Distribution Date without the necessity for any other or further actions to be taken by or on behalf of the Debtor or payments to be made in connection therewith; provided, however, that the Liquidating Agent shall be authorized to file with the official public office for keeping corporate records in the Debtor's state of incorporation or organization a certificate of dissolution or equivalent document. Such a certificate of dissolution may be executed by the Liquidating Agent without need for any action or approval by the shareholder or the board of directors of the Debtor. From and after the Effective Date, the Debtor (a) for all purposes will be deemed to have withdrawn its business operations from any state in which the Debtor was previously conducting, or is registered or licensed to conduct, its business operations, and will not be required to file any document, pay any sum or take any other action, in order to effectuate such withdrawal, (b) will be deemed to have cancelled pursuant to the Plan all Interests, and (c) will not be liable in any manner to any taxing authority for franchise, business, license or similar taxes accruing on or after the Effective Date.

6. Liquidating Agent Fees and Post Confirmation Administrative Claims.

The Liquidating Agent shall be compensated from Available Cash at a reasonable billing rate, which is to be approved by the Bankruptcy Court in connection with the performance of his obligations under the Plan. The Liquidating Agent may engage counsel and financial advisors, including counsel and financial advisors to the Debtor, to represent him in connection with his duties under the Plan. Any fees and expenses of such counsel and financial advisors shall constitute Post Confirmation Administrative Claims and shall be paid from Available Cash in accordance herewith. Holders of Allowed Post-Confirmation Administrative Claims shall be paid by the Liquidating Agent on a monthly basis for fees incurred in connection with services rendered and out-of-pocket expenses incurred on submission of invoices for services rendered and expenses incurred to the Liquidating Agent, which payment shall be in an amount equal to 90% of the fees and 100% of the expenses sought, provided however, that such holder shall file fee applications with the Court no less frequently than every 120 days seeking approval of fees and expenses by the Court, including approval of amounts paid on a monthly basis. The Bankruptcy Court shall retain jurisdiction to allow or disallow Post-Confirmation Administrative Claims. The invoices for services rendered and out-of-pocket expenses incurred which are to be submitted shall be sufficiently detailed to identify the hours worked, the rates charged and the work performed.

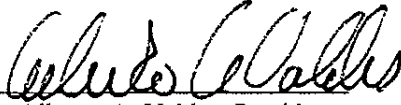
The Liquidating Agent may employ such staff and obtain such equipment and premises as are reasonably necessary to carry out the functions and duties of the Liquidating Debtor's Estate, store the books and records of the Liquidating Debtor's Estate and compensate such staff and pay for such equipment and premises from the assets of the Liquidating Debtor's Estate.

7. Disputed Claims Fund.

On the Effective Date of the Plan, or as soon thereafter as possible, the Liquidating Agent shall establish a Disputed Claim Fund for the Liquidating Debtor's Estate. The Liquidating Agent

Respectfully submitted this ____ day of October, 2006.

OFF MAIN FURTNITURE, INC.

By: 
Alberto A. Valdes, President


GENOVESE JOBLOVE & BATTISTA, P.A.

By: /s/ Heather L. Yonke
Paul J. Battista, Esq.
Fla. Bar No. 884162
Heather L. Yonke, Esq.
Fla. Bar No. 013192
100 S.E. 2nd Street, 44th Floor
Miami, FL 33131
Tel. (305) 349-2300
Fax. (305) 349-2310

Attorneys for the Debtor and
Debtor in Possession

ORDERED in the Southern District of Florida on Nov 27, 2006





John K. Olson, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Ft. Lauderdale Division
www.flsb.uscourts.gov

In re:

OFF MAIN FURNITURE, INC.

CASE NO. 06-11200-BKC-JKO
Chapter 11

Debtor.
_____ /

**ORDER (I) APPROVING DEBTOR'S DISCLOSURE STATEMENT; AND (II)
CONFIRMING DEBTOR'S PLAN OF LIQUIDATION**

This matter came before the Court on November 27, 2006 at 10:30 a.m. to consider: (i) final approval of the Debtor's Disclosure Statement (the "Disclosure Statement")¹ [C.P. #149]; and (ii) confirmation of the Plan of Liquidation (the "Plan")² [C.P. #148] proposed by Off Main Furniture, Inc. ("Off Main" or the "Debtor").

¹ On October 31, 2006, this Court conditionally approved the Disclosure Statement pursuant to Local Rule 3017-2 [C.P. #153].

² Unless otherwise defined herein, all capitalized terms used in this Order shall have the meanings ascribed to them in the Plan.

In connection with the confirmation of the Plan, the Court reviewed (i) the Certificate of Plan Proponent on Acceptance of Plan, Report on Amount to Be Deposited, Certificate of Amount Deposited And Payment of Fees (the "Ballot Certificate"); and (ii) the Affidavit of Albert Valdes in Support of the Debtor's Plan of Liquidation (the "Affidavit"). The Court also (i) reviewed the entire record in this proceeding, including the Plan, (ii) considered the proffer of evidence from Debtor's counsel, and (iii) heard argument of counsel. No objections to confirmation of the Plan were filed in a timely manner with the Court.

I. INTRODUCTION

The Debtor seeks the entry of an Order granting final approval to its Disclosure Statement and confirming the Plan. The Plan provides for the assets of the Debtor to be vested in the Liquidating Debtor's Estate. Upon the Effective Date of the Plan, the Liquidating Agent shall be authorized and empowered to make the initial Distribution under and in accordance with the terms of the Plan. Thereafter, the Liquidating Agent will continue to liquidate assets and pursue Litigation Claims, and make future Distributions to creditors pursuant to the terms of the Plan.

The primary source of funding the implementation of the Plan is the cash in the Debtor's Estate as of the Effective Date. In addition, the Liquidating Agent will continue to collect after the Effective Date any monies from the liquidation of the remaining assets, and any recoveries achieved from the prosecution of claims and causes of action, including Litigation Claims, of the Debtor, which claims and causes of action, including Litigation Claims, are being transferred to and vested in the Liquidating Debtor's Estate under and pursuant to the terms of the Plan.

II. FINDINGS OF FACT/CONCLUSIONS OF LAW

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:

A. Adequate and sufficient notice of the Confirmation Hearing for the Plan and the deadline to file objections to confirmation of the Plan was provided to all creditors and parties in interest in this case pursuant to and in accordance with the procedures approved by the Court in its Order Conditionally Approving Disclosure Statement And Setting Hearing On Final Approval Of Disclosure Statement And Confirmation Of Chapter 11 Plan.

B. The Court has jurisdiction over this matter pursuant to 11 U.S.C. §§105, 1123, 1128, 1129; 28 U.S.C. §§157 (a), (b)(1) and (b)(2)(L), 1334(a) and (b), the United States District Court's general order of reference, and other various applicable provisions of the Bankruptcy Code and Bankruptcy Rules;

C. Venue is proper before this Court pursuant to 28 U.S.C. §§1408 and 1409(a);

D. The Plan was transmitted to all creditors, equity security holders and parties in interest entitled thereto;

E. The Ballot Certificate reflects that Class 1 has either accepted the Plan or is unimpaired and therefore is deemed to have accepted the Plan. Further, the Ballot Certificate reflects that there are no members of Class 2B, the creditor in Class 2A did not cast a ballot on the Plan and that Classes 4, 5 and 6 are deemed to have rejected the Plan;

F. The holders of Claims in Class 3 are impaired and have voted to accept the Plan.

G. The Plan provides that the holder of the Allowed Secured Claim in Class 2A has received payments totaling at least the allowed amount of its claim of a value as of the Effective Date of at least the value of such holders' interest in the Estate's interest in property securing such Claim. Specifically, the holder of the Allowed Secured Claim in Class 2A has been paid in full from the

collateral securing such Class 2A Claim.

H. The holders of Claims or Interests in Classes junior in priority to the holders of Claims in Class 4 will not receive or retain any property under the Plan on account of such Claims and Interests. In addition, it is anticipated that the holders of Claims in Class 4 will not receive or retain anything under the Plan.

I. The holders of Interests in the Class junior in priority to the holders of Claims in Class 5 will not receive or retain any property under the Plan on account of such Interests. In addition, it is anticipated that the holders of Claims in Class 5 will not receive or retain anything under the Plan.

J. There are no Classes of Claims or Interests junior in priority to the holders of Interests in Class 6. In addition, it is anticipated that the holders of Interests in Class 6 will not receive or retain anything under the Plan on account of such Interests.

K. The Plan complies with all applicable provisions of 11 U.S.C. §101 *et seq.*, including, without limitation, 11 U.S.C. §§1122, 1123, 1125, and 1129(a) and (b) with respect to all Classes of Claims and Interests under the Plan. Specifically, the Plan complies (i) with 11 U.S.C. §1129(b)(2)(A) with regard to Classes 2A and 2B, (ii) with 11 U.S.C. §1129(b)(2)(B) with regard to Classes 4 and 5, and (iii) with 11 U.S.C. §1129(b)(2)(C) with regard to Class 6.

L. The Plan has been proposed and submitted to all creditors and equity security holders in good faith and not by any means forbidden by law;

M. With respect to each impaired Class of Claims or Interests, each holder of a 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 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 on such date;

N. The Plan does not discriminate unfairly, is fair and equitable and otherwise complies with all of the provisions of Section 1129(b) of the Bankruptcy Code with respect to each Class of Claims or Interests that is impaired under the Plan that has not voted to accept the Plan, including without limitation, Classes 2A, 2B, 4, 5 and 6;

O. The Plan is feasible;

P. The Plan provides for the liquidation of all of the Debtor's assets and therefore the provisions of 11 U.S.C. § 1129(a)(11) have been satisfied;

Q. The Debtor has sufficient monies available on the Effective Date to pay, or enable them to reserve in full for the payment of, all Allowed Administrative Claims, all Allowed Priority Tax Claims, all Allowed Priority Claims, all Allowed Secured Claims and all non-Professional Administrative Claims;

R. The Debtor has sufficient monies to confirm the Plan;

S. The remaining provisions of 11 U.S.C. § 1129 have been satisfied; and

T. Confirmation of the Plan is in the best interests of the Debtor, all creditors, all holders of Interests and all other parties in interest.

THEREFORE, BASED UPON THE FOREGOING, the Court ORDERS AND ADJUDGES as follows:

1. The court finds that the Disclosure Statement contains "adequate information" regarding the plan in accordance with 11 U.S.C. § 1125(a). Therefore, pursuant to 11 U.S.C. § 1125(b) and Bankruptcy Rule 3017(b), the Disclosure Statement is approved.

-
2. The Plan is hereby CONFIRMED.
 3. The record of the Confirmation Hearing is closed.
 4. The Findings of Fact and Conclusions of Law set forth above shall constitute the findings of fact and conclusions of law of this Court pursuant to Bankruptcy Rule 7052. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.
 5. The Liquidating Debtor's Estate is hereby established and the appointment of Raymond J. Miller as the Liquidating Agent thereunder is hereby approved.
 6. On the Effective Date of the Plan, any and all property of the Estate pursuant to Section 541 of the Bankruptcy Code, including, without limitation, the Litigation Claims, including all recoveries, proceeds and products therefrom, shall be transferred to and vested in the Liquidating Debtor's Estate. Subject to the specific terms of the Plan, such transfer to the Liquidating Debtor's Estate shall be free and clear of any and all liens, security interests, encumbrances and claims whether or not allowable (as such terms are defined in the Bankruptcy Code), mortgages, pledges, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, rights of first refusal, contracts, offsets, recoupment, rights of recovery, judgments, orders, and decrees of any Court or governmental entity, interests, claims of third parties for defaults accruing or relating to any period of time prior to the closing of such sale, successor, products liability, environmental, tax and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or

undisputed, or known or unknown, whether arising prior to or subsequent to the filing of the Chapter 11 petition initiating this case, whether imposed by agreement, understanding, law, equity or otherwise.

7. The Liquidating Debtor's Estate is intended to, and is hereby deemed to, be a "representative of the estate" with respect to the Estate for all purposes under the Plan, including to retain and enforce all Litigation Claims, pursuant to 11 U.S.C. §1123(b)(3)(A) and (3)(B). As such, the Liquidating Agent is and shall be authorized to commence, pursue, continue and prosecute any and all Litigation Claims, whether such Litigation Claims were commenced as of the Effective Date.

8. The Debtor and the Liquidating Agent are hereby authorized and empowered to execute and deliver any and all documents and take any and all action necessary to consummate the Plan.

9. The Debtor shall pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) on the Effective Date, and simultaneously provide to the U.S. Trustee an appropriate affidavit indicating Cash disbursements for all relevant periods; notwithstanding anything contained in the Plan to the contrary, the Liquidating Agent shall further pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time periods set forth in 28 U.S.C. §1930(a)(6) until the earlier of the closing of this case by the issuance of a Final Decree by the Bankruptcy Court, or upon entry of an order of this Bankruptcy Court dismissing the case, or converting this case to another chapter under the United States Bankruptcy Code, and the Liquidating Agent shall provide to the U.S. Trustee, upon the payment of each post-confirmation payment, a quarterly report and appropriate affidavit indicating

income and disbursements for the relevant periods.

10. The Liquidating Agent shall post a bond in favor of the Liquidating Debtor's Estate in an amount equal to 100% of the book value of the assets transferred thereto. The cost of such bond is payable from the Liquidating Debtor's Estate Assets. After making each successive Distribution provided for under the Plan, the Liquidating Agent shall have the right to seek a refund of the bond premium based upon the diminution of the Liquidating Debtor's Estate Assets resulting from each such Distribution.

11. The Liquidating Agent may engage professionals, including, as applicable, professionals who have been previously engaged by the Debtor, or other parties in interest in this Chapter 11 Case to advise and represent him in connection with his duties and obligations hereunder and under the Liquidating Debtor's Estate. Compensation for services rendered and reimbursement for expenses of professionals engaged by the Liquidating Agent shall constitute Post-Confirmation Administrative Claims and shall be paid in accordance with the provisions for the payment of Post-Confirmation Administrative Claims contained in the Plan.

12. The Liquidating Agent may employ such staff and obtain such equipment and premises as are reasonably necessary to carry out the functions and duties of the Liquidating Debtor's Estate and compensate such staff and pay for such equipment and premises from the Liquidating Debtor's Estate in accordance with the Plan.

13. The Liquidating Agent shall serve until such time as the entry of a final decree closing this Chapter 11 Case, at which time the Liquidating Agent and the Liquidating Debtor's Estate Representatives engaged by him shall be discharged and shall have no further responsibilities under the Plan or the Liquidating Debtor's Estate ~~Agreement~~.

14. The Liquidating Agent shall receive compensation in accordance with the Plan.

15. The Liquidating Debtor's Estate shall indemnify and hold the Liquidating Agent and the Liquidating Agent Representatives harmless from and against any damages, costs, claims and other liabilities incurred in connection with their respective duties and responsibilities hereunder and under the Liquidating Debtor's Estate ~~Agreement~~, other than those damages, costs, claims and other liabilities that result from such party's gross negligence or willful misconduct.

16. All executory contracts and unexpired leases not previously assumed or rejected by the Debtor under 11 U.S.C. § 365 with the prior approval of the Court are hereby rejected by the Debtor. **THE OTHER PARTY TO EACH SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE REJECTED HEREUNDER SHALL HAVE THIRTY (30) DAYS AFTER THE DATE HEREOF TO FILE ANY REJECTION CLAIM IN CONNECTION THEREWITH, PROVIDED HOWEVER, THAT THIS PROVISION SHALL NOT EXTEND THE BAR DATE FOR FILING CLAIM FOR ANY PARTY IN INTEREST, INCLUDING EXECUTORY CONTRACTS AND UNEXPIRED LEASES REJECTED PRIOR TO THE DATE HEREOF. THE FAILURE TO FILE SUCH REJECTION CLAIMS SHALL FOREVER BAR SUCH CLAIMS AND THE HOLDERS THEREOF SHALL NOT BE ENTITLED TO ANY DISTRIBUTION UNDER THIS PLAN.**

17. The Court shall retain jurisdiction as set forth in 28 U.S.C. §1334, including for the purposes set forth in Article XV of the Plan.

18. All of the provisions of the Plan, to the extent they are not incorporated above, are valid and in full force and effect upon the entry of this Order.

19. The Liquidating Agent is named as disbursing agent without additional compensation;

bond is waived; the disbursing agent is directed to make all distributions in accordance with the Plan.

The Liquidating Agent shall, not later than one year after this Order becomes final, file a Final Report of Estate and Motion for Final Decree Closing Case on the Court approved local form. Failure to timely file the Final Report of Estate and Motion For Final Decree Closing Case will result in the imposition of sanctions, which may include the return of attorney's fees.

20. The Court will conduct a post-confirmation status conference on JUNE 4, 2007 at 9:30 A.m., in Courtroom 308, U.S. Courthouse, 299 East Broward Blvd., Ft. Lauderdale, FL, to determine: (i) whether the Debtor has complied with the provisions of this Order, and (ii) whether the disbursing agent and the Plan proponent have timely filed the required Final Report of Estate and Motion For Final Decree Closing Case. At the status conference, the Court will consider the propriety of dismissal or conversion to chapter 7, and/or the imposition of sanctions against the Debtor and/or the Debtor's disbursing agent for failure to timely file the Final Report of Estate and Motion For Final Decree Closing Case or for failure to comply with the provisions of this Order.

###

Submitted by:
Heather L. Yonke, Esq.
Genovese Joblove & Battista, P.A.
Counsel to Debtor-in-Possession
100 SE 2nd Street, 44th Floor
Miami, Florida 33131
Telephone: (305) 349-2300
Facsimile : (305) 349-2310
hyonke@gjb-law.com

Copy to: Heather L. Yonke, Esq.
(Attorney Yonke is directed to serve a conformed copy of this Order on all parties in interest)