Document Number Only

P93000073604

FILED
98 JUL -2 PM 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C T CORPORATION SYSTEM

660 East Jefferson Street
Requestor's Name

Tallahassee, Florida 32301
Address

(850) 222-1092
City State Zip Phone

700002579677--5
-07/06/98--01002--002
****131.25 ****131.25

CORPORATION(S) NAME

210

Merger

In-Store Promotions, Inc.
merging into:
Recomm Enterprises, Inc.

98 JUL -2 PM 3:43
RECEIVED

( ) Profit
( ) NonProfit
( ) Limited Liability Company
( ) Foreign
( ) Limited Partnership
( ) Reinstatement
( ) Limited Liability Partnership
(X) Certified Copy

( ) Amendment
( ) Dissolution/Withdrawal
( ) Annual Report
( ) Fict. Filing
( ) Photo Copies

(X) Merger
( ) Mark
( ) Other
( ) Change of R.A.
( ) UCC-1 UCC-3
( ) CUS

( ) Call When Ready
(●) Walk In
( ) Mail Out

( ) Call if Problem
( ) Will Wait

( ) After 4:30
(●) Pick Up

Name Availability	7/8/98
Document Examiner	Ron
Updater	Ron
Verifier	Ron
Acknowledgment	Ron
W.P. Verifier	Ron

Please Return Extra Copy(s)
Filed Stamp

Thanks, Melanie

JUL 2 - 1998
Today's Filing Date

211

*00789, 00544, 00672

CR2E031 (1-89)

ARTICLES OF MERGER
Merger Sheet

MERGING:

IN-STORE PROMOTIONS, INC., a Delaware corporation F97000004742

INTO

RECOMM ENTERPRISES, INC. which changed its name to

IN-STORE PROMOTIONS, INC., a Florida corporation, P93000073604

File date: July 2, 1998

Corporate Specialist: Annette Hogan

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

July 6, 1998

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301

SUBJECT: RECOMM ENTERPRISES, INC.
Ref. Number: P93000073604

We have received your document for RECOMM ENTERPRISES, INC. and your check(s) totaling $131.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name and title of the person signing the document must be noted beneath or opposite the signature.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Hogan
Corporate Specialist

Letter Number: 498A00036043

Please backdate Filing to:
July 2nd.
Thanks!

RECEIVED
98 JUL -7 PM 1:18
DIVISION OF CORPORATION

ARTICLES OF MERGER

OF

IN-STORE PROMOTIONS, INC.

AND

RECOMM ENTERPRISES, INC.

To the Secretary of State

State of Florida

Pursuant to the provisions of the Florida Business Corporation Act governing the merger of a foreign corporation with and into a domestic corporation, the corporations hereinafter named do hereby adopt the following Articles of Merger:

1. The names of the merging corporations are In-Store Promotions, Inc. ("In-Store"), which is a business corporation organized under the laws of the State of Delaware, and the existence of which will cease upon the effective date of the merger herein provided for, and Recomm Enterprises, Inc. ("Recomm Enterprises"), which is a business corporation organized under the laws of the State of Florida and which will be the surviving corporation in the merger herein provided for.

2. Pursuant to that certain Order Granting Debtors' Motion for Summary Judgment on Motion for Substantive Consolidation and Overruling Objections dated April 30,1998 of the United States Bankruptcy Court for the Middle District of Florida, Tampa Division (the "Bankruptcy Court") entered in the cases of:

Optical Technologies, Inc.;

Recomm Operations, Inc.;

Recomm Enterprises;

Recomm International Display Corp.,Ltd.;

Automated Travel Center, Inc.;

Recomm International Display Corporation;

Recomm International Display, Ltd. and

Recomm International Corporation,

in case numbers 96-0805-8P1, 96-1200-8Pl through and including 96-1203-8Pl, and 98-2134-8P1 through and including 98-2136-8P1 (collectively, the "Bankruptcy Cases"), a copy of which is attached hereto as Exhibit B, the above-referenced business corporations and limited partnerships organized under the laws of the State of Florida, Texas and California were previously substantively consolidated into Recomm Enterprises which shall be the surviving corporation upon the effective date of the merger herein provided for.

3. The Articles of Incorporation of Recomm Enterprises immediately prior to the effectiveness of the merger shall be the Articles of Incorporation of the surviving corporation following the effective date of the merger unless and until the same shall be amended or repealed in accordance with the provisions thereof, except as provided as follows:

(a) Article I of the Articles of Incorporation shall be amended as follows:

The name of the corporation is In-Store Promotions, Inc.

(b) Article III of the Articles of Incorporation shall be amended as follows:

The maximum number of shares of stock that this corporation is authorized to have outstanding at any time is ten thousand (10,000)

shares of common capital stock, each share having a par value of $1.00 (One Dollar).

4. The By-Laws of Recomm Enterprises immediately prior to the effectiveness of the merger shall be the By-Laws of the surviving corporation following the effective date of the merger unless and until the same shall be amended or repealed in accordance with the provisions thereof.

5. No shareholder approval or adoption of the Agreement and Plan of Merger dated April 28, 1998 (the "Merger Agreement") by and among In-Store, Recomm Enterprises and the other entities listed in paragraph 2 above, and Robert Kellish and Sandra Braddock was required by Recomm Enterprises because the Merger Agreement was approved by the Bankruptcy Court pursuant to the Order Confirming Fourth Amended Joint Plan of Reorganization of Debtors, the Official Committee of Unsecured Creditors and Certain Leasing Companies under Chapter 11 of the Bankruptcy Code dated May 13, 1998 and entered in the Bankruptcy Cases (the "Confirmation Order"). A copy of the Merger Agreement and the Confirmation Order is attached hereto as Exhibit A. The Merger Agreement was approved by the Board of Directors and Stockholders of In-Store on April 28, 1998.

6. Recomm Enterprises shall continue its existence as the surviving corporation pursuant to the provisions of the Florida Business Corporation Act.

7. The Fourth Amended Joint Plan of Reorganization of the Debtors, the Official Committee of Unsecured Creditors and Certain Leasing Companies under Chapter 11 of the Bankruptcy Code (the "Plan"), the Confirmation Order and the Merger Agreement provide for the following plan of merger:

At the effective time of the merger the issued and outstanding shares of Recomm Enterprises will be cancelled. Each issued and outstanding share of In-Store shall be converted into 23.33 validly issued, fully paid and non-assessable shares of capital stock of the surviving corporation. The surviving corporation shall issue 3,000 shares of its capital stock in favor of the Distribution Trustee (as defined in the Plan).

8. These Articles of Merger may be executed in one or more counterparts, all of which shall be deemed to be part of the same Articles of Merger.

9. These Articles of Merger shall be effective on the date on which the Articles of Merger are filed by the Secretary of State of Florida.

Executed on July 2, 1998

IN-STORE PROMOTIONS, INC.

By: _____
Lewis G. Green / President
Its: President

RECOMM ENTERPRISES, INC.

By: _____
Its: President
Robert Kellish / President

A:\articles.rev.wpd

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated April 23, 1998 is between In-Store Promotions, Inc., a Delaware corporation ("ISP"); Recomm (as defined below) and Robert Kellish and Sandra Braddock, who are the owners of all the issued voting stock of Recomm (the "Stockholders"). (ISP and Recomm are hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, the Bankruptcy Court has entered its order dated _____, 1998 approving the execution and delivery by Recomm of this Agreement (the "Approval Order").

WHEREAS, the Boards of Directors and the stockholders of ISP and Recomm, deeming it advisable for the respective benefit of ISP, Recomm and their respective stockholders, including the stockholders, that Recomm merge with ISP on the terms and conditions hereinafter set forth (the "Merger"), have approved this Agreement.

BACKGROUND INFORMATION

On January 31, 1997, the following entities filed their voluntary petitions with the Bankruptcy Court[1]:

[1]Capitalized terms not defined herein shall have the meaning as defined in the Fourth Amended Joint Plan of Reorganization of the Debtors, the Official Committee of Unsecured Creditors and Certain Leasing Companies Under Chapter 11 of the

RK

Optical Technologies, Inc. (Case No. 96-805); Recomm Operations, Inc. (Case No. 96-1200); Recomm Enterprises, Inc. (Case No. 96-1201); Recomm International Display Corp., Inc. (Case No. 96-1202); and Automated Travel Center, Inc. (Case No. 96-1203). Subsequent bankruptcy petitions were filed on February 11, 1998 by Recomm International Display Corporation ("RIDC") (Case No. 98-2134-8P1); Recomm International Corporation ("RIC") (Case No. 98-2136-8P1) and Recomm International Display, Ltd. ("Ltd.") (Case No. 98-2139-8P1). All of these entities will be collectively referred to as "Recomm". Other than Recomm International Display Corp., Ltd. (a Canadian corporation) RIC (a Texas corporation), RIDC (a California corporation) and Ltd. (a Texas partnership all of the Recomm entities are Florida corporations. On February 4, 1998, each of the Recomm entities filed a motion seeking to substantively consolidate their bankruptcy estates.

Bankruptcy Code (As Modified).

RK

In Recomm's bankruptcy cases before the Bankruptcy Court (the "Reorganization Case"), Recomm intends to propose and have the Bankruptcy Court confirm the Plan, in the form attached hereto as Exhibit "A." The Plan provides for, among other matters, Recomm's discharge on the Effective Date of all obligations other than amounts owed under the Financing Order less $1 million, with a cap of $5 million and the subsequent merger of ISP with and into Recomm, pursuant to the terms and conditions of this Agreement (the "Merger"). The result of the Merger will be: (i) to cause the corporate existence of ISP to be extinguished; (ii) to have all of the assets, rights, and claims of ISP after the Effective Date to become the assets, rights and claims of Recomm, (iii) to cause the cancellation of all stock in Recomm; and (iv) certain creditors of Recomm shall receive cash and securities in satisfaction of any and all claims against the merged entities.

Pursuant to Section 1123(a)(5) of the Bankruptcy Code, it is further intended that the Plan and the order confirming the Plan pursuant to Section 1129 of the Bankruptcy Code (the "Confirmation Order") will provide that no approval of the stockholders or directors of Recomm will

5/11/3 RK

be required to render legally effective the execution and delivery of this Agreement or the consummation of either Merger and the other transactions contemplated hereby, such approval to be deemed granted as a result of the Plan's approval and the entry of the Confirmation Order.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, the parties hereto agree as follows:

ARTICLE 1
THE MERGER

SECTION 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined in Section 1.2), ISP shall be merged with and into Recomm in accordance with the applicable provisions of the laws of the State of Florida, including Florida Statutes Section 607.1101 *et seq.* (the "Florida Act"), Texas, California and Canada and the laws of the State of Delaware pertaining to ISP, and the separate existence of ISP shall thereupon cease, and Recomm, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Florida. The Surviving Corporation

SAP RK

shall cause its name to be changed to In-Store Promotions, Inc. Upon the consummation of the Merger and the occurrence of the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers, immunities, franchises, properties and assets of a public as well as of a private nature, of each of the Constituent Corporations; and all of the assets, properties, unexpired leases and executory contracts of ISP and Recomm after the Effective Date shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall thenceforth be responsible and liable for the liabilities and obligations of each of the Constituent Corporations, including, without limitation the liabilities and obligations of Recomm after the Effective Date, as set forth in the Confirmation Order.

SECTION 1.2 Effective Date of the Merger. Subject to the terms and conditions hereof, pursuant to the authority granted by the Confirmation Order, as promptly as practicable after satisfaction of the conditions set forth in Article 9 and the Closing under this Agreement as set forth in Section 1.3 hereof, there shall be duly executed,

SAB RK

acknowledged and delivered to the Department of State of the State of Florida articles of merger in accordance with the Florida Act (the "Articles of Merger"). The Merger shall become effective on the date and time when the Articles of Merger are filed by the Florida Department of State (the "Effective Time").

SECTION 1.3 Closing. The closing of the Merger and the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Stichter, Riedel, Blain & Prosser, P.A. (or at such other place as may be mutually agreed upon by the parties hereto) on (i) the second business day following upon the satisfaction or waiver, to the extent permitted hereunder, of the conditions to the consummation of the Merger specified in Article 9 of this Agreement, or (ii) such other date as the parties may mutually agree upon.

SECTION 1.4 Plan of Reorganization. The Merger shall be effected as a principal component of the Plan. The Closing Date and the Effective Time hereunder shall occur on, or within forty-eight hours of the Effective Date after the Effective Date under the Plan.

SECTION 1.5 Merger Consideration.

SAG RF

1.5.1 At Closing, ISP shall provide, pursuant to the Plan to the Distribution Trustee for the benefit of Holders of Allowed Claims under the Plan, the merger consideration which shall consist of the following components (collectively, the "Merger Consideration"):

1.5.1.1 ISP shall deliver to the Distribution Trustee for the benefit of holders of Class E and F Unsecured Claims the lesser of: (i) ten percent (10%) of the Allowed Class E and F Unsecured Claims, or (ii) $100,000.

1.5.1.2 ISP shall deliver to the Distribution Trustee for the benefit of Holders of Administrative Claims, including Professional Fee Claims, in excess of the amounts deposited in the applicable reserve, the lesser of (i) the excess funds required to pay such Allowed Professional Fee Claims in full, or (ii) $350,000.

1.5.2 At Closing, the Surviving Corporation shall assume the following obligations:

1.5.2.1 Amounts owed under the Financing Order, less $1 million, with a cap of $5 million. The terms of the Surviving Corporation's assumption of such

SAB RF

obligations shall be set forth in loan documents to be executed at the Closing.

1.5.2.2 Warranty claims ("Equipment Warranty Claims") arising under the Promotion and Service Agreements asserted by Participating Lessees. After Closing, the Surviving Corporation shall pay Equipment Warranty Claims in accordance with the Warranty that is an attachment to the Promotion and Service Agreement. The Surviving Corporation shall not be liable to pay more than $1,000,000 in the aggregate on account of Equipment Warranty Claims.

SECTION 1.6 Appraisal Rights and Shareholder Rights. The holders of the Recomm Shares are not entitled to any appraisal rights hereunder or under applicable law. As to Recomm, the Merger shall be approved by reason of authorization granted in the Plan and the Confirmation Order, and, except pursuant to the voting and other rights of Holders of the Recomm Shares with respect to the Plan under the Bankruptcy Code, Holders of the Recomm Shares will have no right or authority with respect to the Merger under state or federal law.

SAB RK

SECTION 1.7 Taking of Necessary Action; Further Action. The Stockholders, ISP and Recomm, respectively, shall take all such action as may be necessary or appropriate in order to effectuate the Merger as promptly as possible, subject to all the terms and conditions hereof. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to the Transferred Assets, or any other rights, privileges, powers and franchises of either of the Constituent Corporations, the officers and directors of the Surviving Corporation are fully authorized in the name of their corporation or otherwise to take, and shall take, all such action.

SECTION 1.8 Resignation of Recomm Directors. All directors of Recomm in office immediately prior to Closing shall submit their resignations at Closing effective at the Effective Time. By their execution of the Agreement, the Stockholders irrevocably agree to submit such resignations.

ARTICLE 2
NAME, ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

SLB RK

SECTION 2.1 Name. The Surviving Corporation shall be Recomm, which upon consummation of the Merger shall change its name to In-Store Promotions, Inc.

SECTION 2.2 Articles of Incorporation. The Articles of Incorporation of ISP as in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.

SECTION 2.3 Bylaws. The Bylaws of ISP as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

SECTION 2.4 Directors and Officers. The directors of ISP as existing immediately prior to the Effective Time shall be the directors of the Surviving Corporation. The following officers of ISP shall be the officers of the Surviving Corporation, in the capacities shown below:

Lewis Green	-	President
Julie Gordon	-	Vice President
Robert Aldrich	-	Vice President of Finance

ARTICLE 3
CONVERSION OF SHARES

SECTION 3.1 Conversion of Shares. As of the Effective Time, by virtue of the Merger and without any

SJP RK

action on the part of the Constituent Corporations or the holders of any of the issued and outstanding shares of the capital stock of Recomm (the "Recomm Shares"):

3.1.1 All Recomm Shares, including all shares held by Recomm as treasury shares shall be cancelled.

3.1.2 Each issued and outstanding share of capital stock of ISP shall be converted into 23.33 validly issued, fully paid and nonassessable shares of capital stock of the Surviving Corporation.

3.1.3 The Surviving Corporation shall issue three thousand (3,000) shares of its capital stock for distribution to the Distribution Trustee pursuant to the Plan.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ISP

ISP represents and warrants to Recomm as follows:

SECTION 4.1 Organization. ISP is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has the requisite corporate power to carry on its business as it is now being conducted.

RK

SECTION 4.2 Authority Relative to this Agreement. Subject to Article 9.2.1, ISP has the requisite corporate power to enter into this Agreement and to carry out its obligations hereunder and thereunder. Subject to Article 9.2.1, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors and no other corporate proceedings on the part of ISP are necessary therefor.

SECTION 4.3 Capital Stock. The authorized capital stock of ISP consists of 300 shares of common stock, all of which have been issued. ISP does not have any outstanding subscriptions, options, warrants, rights or other agreements or commitments obligating ISP to issue or sell shares of capital stock or any securities or obligations converted into, or exchangeable for, any shares of its capital stock.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF RECOMM

Recomm represents and warrants to ISP as follows:

SECTION 5.1 Organization and Qualification. Recomm are duly organized, validly existing and in good

SGP RK

standing. Recomm and the Stockholders each have the requisite power to carry on their business as it is now being conducted. Recomm is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not have a material adverse effect on Recomm. Subject to the Confirmation Order becoming a Final Order, Recomm has the legal and corporate power to perform its obligations under this Agreement and to consummate the transactions contemplated thereby.

SECTION 5.2 The Transferred Assets. Recomm is in possession of the Transferred Assets attached hereto as Exhibit "B."

SECTION 5.3 Capitalization. The only parties it is aware of which may claim an interest in the stock of Recomm Enterprises, Inc. are: Robert Kellish, Sandra Braddock, Kent Runnels as an escrow agent or trustee, Raymond Manklow and Jean Francois Vincens. Other than any interest of Kellish and Braddock in the stock which may have been pledged or assigned pursuant to the documents executed

RIC

in January 1994 with Vincens and Manklow, Kellish and Braddock represent that they have not further assigned or pledged their stock in Recomm Enterprises, Inc. Recomm Enterprises, Inc. owns the stock of the other Recomm entities, and believes that it has at least an equitable interest in RIDC, RIC and Ltd. Recomm, Kellish and Braddock further represent that they are not aware of any options, warrants or other rights, agreements or commitments obligating Recomm to issue shares of its capital stock.

SECTION 5.4 Authority Relative to this Agreement. Pursuant to the Approval Order, the Agreement has been duly and validly executed by Recomm and, upon the Confirmation Order becoming a Final Order, will constitute a valid and enforceable agreement of Recomm. The execution and delivery of this Agreement by Recomm and the consummation of the transactions contemplated hereby have been duly authorized by the Stockholders of Recomm, and no other corporate proceedings on the part of Recomm are necessary to authorize this Agreement and the transactions contemplated hereby. Recomm is not subject to or obligated under any charter, bylaw, any material contract provision or any material license, franchise or permit, or any judgment, order or

decree which would be breached or violated or in respect of which a right of acceleration or termination or a lien on any of their assets would be created by their executing and carrying out this Agreement. The execution and delivery of this Agreement by Recomm and the consummation of the transactions by Recomm as contemplated hereby will not violate any applicable law, rule or regulation, the effect of which would be material to the operation of Recomm, and no filing or registration with, or authorization, consent or approval of, any public body or authority is necessary for the consummation of the transactions by Recomm as contemplated hereby.

SECTION 5.5 Absence of Liabilities and Certain Commitments, Et Cetera. As of the date of this Agreement, Recomm is not, and at the Effective Time Recomm, will not be a party to any (i) employment agreements not terminable by Recomm at will, without liability on the part of Recomm, or (ii) contract, agreement, arrangement or understanding between Recomm and any officer, director, employee or stockholder of Recomm (or any person or entity related to, controlled by or under common control with any of the foregoing), except for the agreements entered into with

SAG RK

Robert Kellish and Sandra Braddock and only to the extent such agreements are approved by the Bankruptcy Court.

SECTION 5.6 Absence of Certain Changes or Events. Since the Petition Date, Recomm has not:

5.6.1 (i) amended its Articles of Incorporation or Bylaws; (ii) split, combined, or reclassified any outstanding shares of its capital stock or declared, set aside, or paid any dividend payable in stock or property or made any other distributions with respect to shares of its capital stock; (iii) issued, sold, pledged, disposed of, or encumbered, or authorized or proposed the issuance, sale, pledge, disposition, or encumbrance of (A) additional shares of, or rights of any kind to acquire any shares of, its capital stock of any class, or securities convertible into any such shares, or any rights, warrants, or options to acquire any such shares of convertible securities or (B) any other securities in respect of or in substitution for any outstanding shares of its capital stock; (iv) redeemed, purchased, or acquired or offered to acquire any shares of its capital stock except as contemplated by this Agreement; or (v) entered into any

contract, agreement, commitment, or arrangement with respect to any of the foregoing;

5.6.2 entered into any new employment agreement or collective bargaining agreement or amended or extended any existing agreement of this nature or granted any severance or termination pay or increases in compensation other than increases which are mandated by the terms of existing agreements and increases in the ordinary course of business and consistent with past practice which were not, individually or in the aggregate, material in amount; or

5.6.3 adopted or amended to increase any benefits payable under any bonus, profit sharing, pension, stock option or similar plan, trust, or other arrangement for the benefit of employees, except for changes in Recomm's health and related benefits plan as disclosed in Schedule 5.7.

SECTION 5.7 Employee Benefit Plans, ERISA. Except as provided on Schedule 5.7, Recomm has no employee benefit plans within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

SECTION 5.8 Litigation and Liabilities. There are no material judicial or administrative actions, suits, or proceedings pending or threatened against Recomm, the continued prosecution of which will not be permanently enjoined by reason of the entry of the Confirmation Order under Section 1141 of the Bankruptcy Code. Further, for the consideration provided by the Participating Lessors under the Plan and the consideration provided by ISP under the Plan and this Agreement, the Debtors will cause the injunction provided in the Plan to issue in favor of the Participating Lessors and in favor of ISP with respect to ISP's actions as of the Effective Date and, in addition to their common and contractual obligations to indemnify the Participating Lessors, the Debtors agree to indemnify the Participating Lessors and ISP with respect to the claims and litigation enjoined pursuant to the Plan. The Debtors' obligation to indemnify the Participating Lessors and ISP shall be a claim arising prior to the Confirmation Date and shall not be a claim against or a liability of the Reorganized Debtors. Any claim asserted as a result of the Debtors' agreement to indemnify shall be asserted solely

SAB RK

against the Distribution Trustee and any applicable Distribution Accounts.

SECTION 5.9 Brokers and Finders. Other than Equity Partners, Inc., Recomm has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated herein. Any amounts to be paid to Equity Partners, Inc. is the obligation of the Distribution Trustee.

SECTION 5.10 Tax Matters. Recomm has or will prepare and file with the appropriate United States, state and local governmental agencies all tax returns required to be filed by it relating to Recomm's assets or results of operations for periods prior to the Effective Time; on or after the Effective Date, the Distribution Trustee will pay all taxes shown on such tax returns to be payable or which will become due pursuant to any assessment, deficiency notice, 30-day letter, or similar notice received by Recomm which have not been previously paid, so that all taxes due as a result of or relating to ownership of assets by Recomm or operations by Recomm for periods prior to and including the Effective Time, including taxes, if any, payable by

SRB RK

Recomm in connection with the transfer of assets and transfer of real property as otherwise contemplated herein will be the liability of the Distribution Trustee. The Distribution Trustee shall pay the cost of professional fees necessary to prepare such tax returns.

SECTION 5.11 Patents, Trademarks, Copyrights. Other than the JVF agreement, there are no material patents, trademarks, service marks, trade names, copyrights, and applications therefor now or heretofore used or presently proposed to be used in the conduct of the business of Recomm. Recomm owns or possesses adequate licenses or other valid rights to use (without the making of any payment to others or the obligation to grant rights to others in exchange) all patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, copyrights, except where the failure to own or possess would not have a material adverse effect on Recomm. Other than the JVF agreement, the validity of such items and the title thereto of Recomm have not been questioned in any litigation or otherwise, nor, is any such litigation or other adverse action threatened.

GB RK

SECTION 5.12 Compliance with Applicable Laws. The conduct by Recomm of its business does not and has not violated or infringed any domestic (federal, state or local) or foreign laws, statutes, ordinances, regulations, decrees, or orders now in effect, or proposed to be adopted.

ARTICLE 6
REPRESENTATIONS OF SHAREHOLDERS

SECTION 6.1 The Stockholders represent and warrant to Recomm as follows:

6.1.1 Kellish and Braddock have not transferred any interest they have in any of the Recomm entities after receipt of such interests in January of 1994.

ARTICLE 7
COVENANTS

SECTION 7.1 Approvals, Consents, Etc. ISP and Recomm shall cooperate and use their best efforts to obtain as promptly as possible all approvals, consents and waivers required to be obtained by each of them from any party, public or private in order to effectuate the transactions contemplated thereby. Each of ISP and Recomm shall use its best efforts to assure that the other conditions set forth in Article 9 hereof are satisfied by the Closing Date.

RK

SECTION 7.2 Conduct of Business by the Recomm Pending the Merger. Unless otherwise agreed in writing by ISP or as otherwise contemplated by this Agreement, from the date hereof until the Effective Time, Recomm shall use its best efforts to preserve intact the business organization of Recomm and to preserve the goodwill of those having business relationships with it, and there will be no transfers of assets to or from Recomm to any person or entity of any nature whatsoever.

SECTION 7.3 No Solicitation. Unless so directed by Bankruptcy Court order (which order shall not have been sought, consented to or solicited by Recomm except as required by applicable law), Recomm shall not, directly or indirectly, encourage, initiate, or engage in discussions or negotiations with, or provide any information to, any corporation, partnership, person, or other entity or group, other than ISP or its representatives, concerning any merger, sale of substantial assets or similar transaction involving Recomm or any division of Recomm (and shall promptly report to ISP its receipt of any proposal relating to the foregoing).

SLB RK

SECTION 7.4 Business Operations. Recomm shall not engage in any transaction which, if engaged in on the date of this Agreement, would have caused or resulted in a breach of any representation or warranty set forth in Article V hereof.

SECTION 7.5 Access and Information.

7.5.1 Recomm and the Stockholders shall afford to ISP, its affiliates, accountants, counsel, and other representatives, full access during normal business hours throughout the period prior to the Effective Time to all of the properties, books, contracts, commitments, and records of Recomm (including but not limited to tax returns and accountants' work papers) and, during such period, shall furnish promptly to any of them all information concerning the business, properties, and personnel of Recomm as they may reasonably request upon reasonable notice, subject to applicable law; provided that no investigation pursuant hereto shall affect the representations and warranties of Recomm herein or the conditions to ISP's obligation to consummate the Merger.

7.5.2 In the event of the termination of this Agreement, ISP will, and will cause their affiliates,

accountants, counsel, and other representatives to, deliver to Recomm all documents, work papers, and other material and information, and all copies thereof, obtained by them as a result of this Agreement or in connection therewith. Such information will be held by ISP in confidence until such time as such information is otherwise publicly available or required to be disclosed pursuant to law and pursuant to the confidentiality agreement previously executed by ISP.

SECTION 7.6 Hart-Scott-Rodino Filings. Recomm shall promptly make all required filings under the Hart-Scott-Rodino Act or provide an opinion letter at Closing of Recomm's counsel that such approval is not required.

SECTION 7.7 Expenses.

7.7.1 Each of the parties hereto shall bear its own expenses in connection with this Agreement and the Merger.

7.7.2 After the entry of the Approval Order, in the event that Recomm enters into an agreement providing for the sale of all or substantially all of Recomm's assets or merger with an entity other than ISP, ISP shall be entitled to reimbursement of all expenses and

costs, including attorneys' fees on the Effective Date in an amount not less than $375,000, unless ISP first breached this Agreement or ISP states its intent to breach this agreement. In the event that the Bankruptcy Court does not approve this fee, ISP, at its option, may terminate this Agreement and such termination shall not be deemed to be a breach of the Agreement by ISP.

SECTION 7.8 Additional Arrangements. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, as promptly as practicable, all things necessary, proper or advisable under applicable laws and regulations to assure the performance or satisfaction of each condition to, and to consummate and make effective, the transactions contemplated by this Agreement.

ARTICLE 8
PLAN

SECTION 8.1 Confirmation Order. Unless waived by ISP, consummation of this Agreement shall be subject to the provisions of the Confirmation Order as the same shall be entered by the Bankruptcy Court and shall be in effect and

not stayed on the Effective Date. The Confirmation Order shall provide for, inter alia, the substantive consolidation of all Debtors and the transfer of the Transferred Assets free and clear of liens other than as provided in the Confirmation Order.

ARTICLE 9
CONDITIONS

SECTION 9.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions:

9.1.1 This Agreement, the Articles of Merger, and the Merger shall have been approved and adopted in accordance with the Florida Act, Delaware law, Texas law and California law and any other jurisdiction governing the same.

9.1.2 No preliminary or permanent injunction or other order by any Federal or state court in the United States which prevents the consummation of the Merger shall have been issued and remain in effect (each

SAB RK

party agreeing to use its best efforts to have any such injunction lifted), and no governmental action or proceeding shall have been commenced or threatened seeking any injunction, restraining order or other order which seeks to prohibit, restrain, invalidate, or set aside the consummation of the Merger.

9.1.3 No action shall have been taken nor any statute, rule or regulation have been enacted by the government (or any governmental body or agency) of the United States or any state thereof, that makes the consummation of the Merger illegal.

9.1.4 All consents, declarations, filings, registrations, approvals, permits, authorizations, or other actions by or with Federal, state or local authorities or regulatory agencies or commissions, which may be required because of the properties owned or businesses engaged in by Recomm, which, if not obtained or made, would have a material adverse effect on the businesses, financial condition or results of operations of Recomm, shall have been obtained or made.

SECTION 9.2 Condition to Obligations of ISP to Effect the Merger. The obligations of ISP to effect the

SAB RK

Merger shall be subject to the fulfillment at or prior to the Effective Time of the following additional conditions (unless waived):

9.2.1 ISP shall have obtained all necessary consents and approvals required under Delaware law.

9.2.2 The representations and warranties of the Stockholders and/or Recomm contained in this Agreement shall be true in all material respects on the date hereof and as of the Effective Time with the same force and effect as though made on and as of such times.

9.2.3 Both the Stockholders and Recomm shall in all material respects have performed each obligation and agreement and complied with each covenant to be performed or complied with by them hereunder on or before the Effective Time.

9.2.4 The Plan shall have been confirmed and become effective without modification or amendment after the date hereof, without ISP's consent.

9.2.5 The Bankruptcy Court shall have determined in the Confirmation Order, among other things, that the Promotion Agreement is binding on all Lessees other

SNB RK

than Lessees who elected not to be bound by the Promotion Agreement and that Recomm is discharged of all obligations other than amounts owed under the Financing Order.

9.2.6 There shall not have occurred any casualty or damage (whether or not insured) to any facility, property, or equipment owned or used by Recomm which would have a material adverse effect on the financial condition, business or operations of Recomm.

9.2.7 ISP shall have reached an agreement with the Participating Lessors regarding the terms for the repayment of amounts owed under the Financing Order and all other related documents.

.9.3 The obligations of Recomm under this Agreement are subject to the satisfaction at or prior to the Closing of each of the following conditions:

9.3.1 All representations and warranties made by ISP under this Agreement shall be true and correct.

ARTICLE 10
TERMINATION, AMENDMENT AND WAIVER

SECTION 10.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, if the Merger shall not have been consummated by June 1, 1998.

RK

SECTION 10.2 Effect of Termination. In the event of termination of this Agreement by either the Stockholders, ISP or Recomm, as provided above, this Agreement shall forthwith become void, and there shall be no liability or further obligation on the part of either Recomm, the Stockholders or ISP or their respective officers or directors, except as set forth under Section 7.7.2.

SECTION 10.3 Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

SECTION 10.4 Waiver. At any time prior to the Effective Time, any term, provision or condition of this Agreement may be waived in writing (or the time for performance of any of the obligations or other acts of the other parties hereto may be extended) by the party which is, or the party the stockholders of which are, entitled to the benefits thereof. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.

ARTICLE 11
GENERAL PROVISIONS

SECTION 11.1 Survival of Representations and Warranties. The representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall not survive the Effective Time.

SECTION 11.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to ISP:

Robert Aldrich
IN-STORE PROMOTIONS
1234 Summer Street - Suite 302
Stamford, Connecticut 06820

with copies to:

Scott A. Stichter, Esquire
STICHTER, RIEDEL, BLAIN & PROSSER, P.A.
110 Madison Street - Suite 200
Tampa, Florida 33602

(b) if to Recomm or the Stockholders:

Robert Kellish
4710 Eisenhower Boulevard - Suite F-2
Tampa, Florida 33634

with copies to:

SLB RK

John Goldsmith, Esquire
TRENAM, KEMKER, SCHARF, BARKIN, FRYE,
O'NEILL & MULLIS
Post Office Box 1102
Tampa, Florida 33602-1102

SECTION 11.3 Publicity. So long as this Agreement is in effect, none of Recomm, the Stockholders and ISP, or any of their respective affiliates, shall, or shall permit any of their subsidiaries to, issue or cause the publication of any press release or other announcement with respect to the Merger or this Agreement without prior consent of the other party.

SECTION 11.4 Assignment. ISP shall have the right to assign to any entity with (i) processing financial facilities, qualifications and abilities which are at least equal to ISP and (ii) in which ISP's shareholders hold more than fifty-one percent (51%) of the outstanding stock any and all of the rights and obligations of ISP under this Agreement, including, without limitation, the right to substitute in its place such an entity as one of the Constituent Corporations in the Merger (such subsidiary assuming all of the obligations of ISP in connection with the Merger). ISP shall not be entitled to assign the Agreement to any entity in which Jean Francois Vincens

and/or Raymond Manklow are officers, employees, shareholders or have any interest in (whether direct or indirect).

SECTION 11.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11.6 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

SECTION 11.7 Jurisdiction. The Parties hereby agree that the Bankruptcy Court and the United States District Court for the Middle District of Florida, Tampa Division, shall have jurisdiction to hear and determine any claims or disputes between the parties hereto pertaining

RK

directly or indirectly to the Merger, this Agreement or to any matter arising therefrom or related thereto. Each party hereto hereby expressly submits and consents in advance to such jurisdiction and venue in any action or proceeding either commenced by, or such party, in either of such Courts.

SECTION 11.8 Recomm Attorney-Client Privilege. In-Store agrees that it and the surviving corporation shall not have access to, and cannot waive, the attorney-client or work product privilege of the pre-merger Recomm including any attorney-client or work product privilege of John Goldsmith; Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis or Walter Burnside.

SECTION 11.9 Attorneys' Fees and Costs of Enforcement. The parties hereto agree that should it become necessary for any party hereto to employ an attorney to enforce any of its rights hereunder against any other party hereto, the prevailing party shall be entitled to reimbursement from the nonprevailing party of all costs and expenses, including reasonable attorneys' fees at both the trial and appellant court levels.

SECTION 11.10 Miscellaneous. This Agreement (including the documents referred to herein or delivered pursuant hereto) (a) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (b) shall be governed in all respects, except for ISP's compliance with the laws of the State of Delaware governing merger of a Delaware corporation with a foreign corporation, including validity, interpretation and effect, by the laws of the State of Florida applicable to agreements to be performed wholly within such jurisdiction; and (c) are solely for the benefit of the parties hereto and their respective successors, legal representatives and assigns and do not confer on any other person any rights or remedies hereunder. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

SECTION 11.11 Releases. On the Effective Time, ISP and each of its shareholders and employees and Recomm and each of their shareholders and employees will execute mutual releases providing for the release of all claims, liabilities and causes of action between the parties.

SAB RK

IN WITNESS WHEREOF, the Stockholders, ISP, and Recomm have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

ATTEST:

IN-STORE PROMOTIONS, INC.
("ISP")

By: _____ By: _____

Its: President

ATTEST:

RECOMM OPERATIONS, INC.
("Recomm")

By: _____ By: _____

Its: Pres

ATTEST:

OPTICAL TECHNOLOGIES, INC.
("Optical")

By: _____ By: _____

Its: Pres

RECOMM ENTERPRISES, INC.
("Recomm Enterprises")

By: _____

By: _____

Its: Pres

RECOMM INTERNATIONAL DISPLAY CORP., LTD.
("Recomm International")

By: _____

By: _____

Its: Pres

AUTOMATED TRAVEL CENTER, INC.
("Automated")

By: _____

By: _____

Its: Pres

RECOMM INTERNATIONAL DISPLAY CORPORATION
("Recomm International")

By: _____

By: _____

Its: Pres

By: _____

RECOMM INTERNATIONAL DISPLAY, LTD.

By: _____

Its: Pres.

STOCKHOLDERS

_____
Robert Kellish

_____
Sandra Braddock

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:	)	Chapter 11
OPTICAL TECHNOLOGIES, INC., RECOMM OPERATIONS, INC., RECOMM ENTERPRISES, INC., RECOMM INTERNATIONAL DISPLAY CORP., INC., AUTOMATED TRAVEL CENTER, INC., RECOMM INTERNATIONAL DISPLAY CORPORATION, RECOMM INTERNATIONAL CORPORATION, AND RECOMM INTERNATIONAL DISPLAY, LTD.,	)	Case Nos. 96-00805-8P1 96-01200-8P1 96-01201-8P1 96-01202-8P1 96-01203-8P1
	)	Honorable Alexander L. Paskay
Debtors and Debtors-in-Possession.	)	

FOURTH AMENDED JOINT PLAN OF REORGANIZATION OF THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND CERTAIN LEASING COMPANIES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

Matthew N. Kleiman
KIRKLAND & ELLIS
200 East Randolph Drive
Chicago, Illinois 60601
(312) 861-2000
Counsel to Official Committee of Unsecured Creditors

John D. Goldsmith
TRENAM KEMKER SCHARF BARKIN FRYE O'NEIL & MULLIS
2700 Barnett Place
101 East Kennedy Boulevard
Tampa, Florida 33601
(813) 223-7474
Counsel to Debtors and Debtors-in-Possession

Daniel M. Pelliccioni
Julia W. Brand
KATTEN MUCHIN & ZAVIS
1999 Avenue of the Stars
Suite 1400
Los Angeles, California 90067
(310) 788-4400
Counsel to FINOVA Capital Corporation
Representative of the Participating Lessors

Dated: January 26, 1998

TABLE OF CONTENTS

FOURTH AMENDED JOINT PLAN OF REORGANIZATION OF THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND CERTAIN LEASING COMPANIES WHICH ARE PARTIES SIGNATORY HERETO UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

This Fourth Amended Joint Plan of Reorganization (the "Plan") is proposed jointly by (i) Optical Technologies, Inc., Recomm Operations, Inc., Recomm Enterprises, Inc., Recomm International Display Corp., Ltd, Automated Travel Center, Inc., Recomm International Display Corporation, Recomm International Corporation, and Recomm International Display, Ltd., the debtors in the above-captioned cases (collectively, the "Debtors") pending under chapter 11 of the Bankruptcy Code (as defined herein), (ii) the Official Committee of Unsecured Creditors in the above-captioned cases, and (iii) certain Leasing Companies (as defined herein), as set forth on the signature pages hereto.

Reference is made to the Disclosure Statement (as defined herein) for a discussion of the Debtors' history, businesses, results of operations, historical financial information, projections, and properties, and for a summary and analysis of the Plan. All Creditors and Interest Holders (in each case, as defined herein) should review the Disclosure Statement before voting to accept or reject the Plan. In addition, there are other agreements, documents and pleadings on file with the Bankruptcy Court (as defined herein) that are referenced in the Plan and/or the Disclosure Statement and which are available for review in the office of the clerk of the Bankruptcy Court.

ARTICLE I.

DEFINITIONS

A. General Provisions.

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form in the Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. The words "herein," "hereof" and "hereunder" and other words of similar import refer to the Plan as a whole and not any particular section, subsection, or clause contained in the Plan, unless the context requires otherwise. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the plural and the singular, as the case may be, and pronouns stated in the masculine, feminine or neuter gender include all genders. Any term used in capitalized form in the Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules (as defined herein) shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

B. Defined Terms.

In addition to such other terms as are defined in other sections of the Plan, the following terms (which appear in the Plan as capitalized terms) have the following meanings as used in the Plan:

1. "Administrative Claim" means any Claim constituting a cost or expense of administration of the Reorganization Cases under sections 503(b) and 507(a)(1) of the Bankruptcy Code including, without limitation, any actual and necessary expenses of preserving the estates of the Debtors, all Allowed Professional Fee Claims, and any actual and necessary expenses of operating the businesses of the Debtors.

2. "Advertising Contract" means those certain contracts entered into by the Debtors and Lessees or Equipment Owners whereby the Debtors agreed to remit specified revenue relating to advertising placed on the electronic bulletin board systems, Kiosks and/or other electronic equipment that Lessees leased from Lessors or are owned by Equipment Owners.

3. "Allowed" means, with respect to a Claim or Interest, any such Claim or Interest to the extent that: (a) a proof or application for allowance of such Claim or Interest was timely and properly Filed; (b) a proof or application for allowance of such Claim or Interest was deemed timely and properly Filed under applicable law or by reason of a Final Order or (c) such Claim or Interest has been allowed or deemed allowed pursuant to the entry of a Final Order by the Bankruptcy Court; and, in any such case, as to which no objection to the allowance thereof has been interposed on or before the Effective Date or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order of the Bankruptcy Court to the extent such objection is determined in favor of the respective Holder or as to which any such objection has been settled by the parties thereto to the extent the Claim has become liquidated and to the extent of all necessary approvals of such settlement by any governing tribunal. Unless otherwise specified herein or by order of the Bankruptcy Court, "Allowed Administrative Claim," "Allowed Claim," or "Allowed Interest" shall not, for purposes of computation of distributions under the Plan, include interest on such Administrative Claim, Claim, or Interest from the Petition Date. Pursuant to Bankruptcy Rule 3003(c)(4), a Filed proof of Claim supersedes a related Scheduled Claim.

4. "Assets" means all assets of the Debtors, of any nature whatsoever, including claims of right, interests and property, real and personal, tangible and intangible.

5. "Ballots" means the ballots accompanying the Disclosure Statement upon which Impaired Creditors which are entitled to vote on the Plan shall have indicated their acceptance or rejection of the Plan, and, to the extent applicable, certain other elections described below, in accordance with the Plan and the Voting Instructions.

6. "Bankruptcy Code" means Title I of the Bankruptcy Reform Act of 1978, as amended from time to time, as set forth in title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code, each as amended from time to time and as in effect with respect to the Reorganization Cases.

7. "Bankruptcy Court" means the United States Bankruptcy Court for the Middle District of Florida, or, in the event such court ceases to exercise jurisdiction over the Reorganization Cases, such other court or adjunct thereof that exercises jurisdiction over the Reorganization Cases.

8. "Bankruptcy Rules"means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Reorganization Cases, promulgated under 28 U.S.C. § 2075 and the General, Local and Chambers Rules of the Bankruptcy Court.

9. "Board" means the electronic bulletin board systems and/or other related equipment manufactured and/or marketed by the Debtors.

10. "Business Day" means any day other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

11. "Cash" means cash and cash equivalents, including, but not limited to, bank deposits, wire transfers, checks, and other similar items.

12. "Causes of Action" means any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever, at law or in equity, held by any of the Debtors or the Estates. As the context may require, "Causes of Action" shall also mean the judgments, awards, proceeds, settlement payments and other recoveries that may be obtained on account of, or in compromise of such choses in action.

13. "Claim" means a claim against a Debtor as such term is defined in section 101(5) of the Bankruptcy Code, including, without limitation (a) any right to payment from the Debtors whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance

if such performance gives rise to a right of payment from the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

14. "Claim Holder" or "Claimant" means the Holder of a Claim.

15. "Class" means one of the classes of Claims or Interests established under Article III of the Plan pursuant to section 1122 of the Bankruptcy Code.

16. "Class C Distribution" means the distribution payable, Pro-Rata, to Holders of Allowed Class C Claims as described below.

17. "Class D Distribution" means the distribution payable, Pro-Rata, to Holders of Allowed Class D Claims as described below.

18. "Class E Distribution" means the distribution payable, Pro-Rata, to Holders of Allowed Class E Claims as described below.

19. "Class F Distribution" means the distribution payable, Pro-Rata, to Holders of Allowed Class F Claims as described below.

20. "Class H Distribution" means the distribution payable, Pro-Rata, to Holders of Allowed Class H Claims as described below.

21. "Committee" means the Official Committee of Unsecured Creditors appointed in the Reorganization Cases by the Office of the United States Trustee, as reconstituted from time to time.

22. "Confirmation" means the entry of an order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

23. "Confirmation Date" means the date of Confirmation.

24. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan.

25. "Consummation" means the occurrence of the Effective Date.

26. "Contingent Claim" means a Claim that has not accrued and which is dependent upon a future event which may never occur.

27. "Creditor" means any Holder of a Claim.

28. "DBGM" means the law firm of Duker, Barrett, Gravante & Markel.

29. "DBGM Application" means the application, motion or other pleading Filed by DBGM with the Bankruptcy Court pursuant to section 503(b)(3)(D) of the Bankruptcy Code seeking Allowance and payment of fees, costs and expenses of DBGM incurred prior to the closing of the merger of the consolidated Debtors and In-Store based on the substantial contribution made by DBGM to the Reorganization Cases.

30. "Date of Assessment" of an Allowed Priority Tax Claim means (a) if the Governmental Unit holding such Allowed Priority Tax Claim assessed such Claim prior to the Petition Date, the date of such assessment, or (b) otherwise, the Effective Date.

31. "Debtor" means Optical Technologies, Inc., Recomm Operations, Inc., Recomm Enterprises, Inc., Recomm International Display Corp., Ltd., Automated Travel Center, Inc., Recomm International Display Corporation, Recomm International Corporation, and Recomm International Display, Ltd. (collectively, the "Debtors").[1/]

32. "Debtor-in-Possession" means a Debtor, when acting in the capacity of representative of its Estate in a Reorganization Case (collectively, the "Debtors-in-Possession").

33. "Disclosure Statement" means the Disclosure Statement to Accompany Third Amended Joint Plan of Reorganization of the Debtors, the Official Committee of Unsecured Creditors and certain Leasing Companies under Chapter 11 of the Bankruptcy Code (and all exhibits and schedules annexed thereto or referenced therein) dated as of March 3, 1997, as such disclosure statement was amended, modified or supplemented, and that was approved pursuant to section 1125 of the Bankruptcy Code by an order of the Bankruptcy Court entered on June 12, 1997.

34. "Disputed Claim" or "Disputed Interest" means a Claim or Interest, respectively, as to which a proof of Claim or Interest has been Filed or deemed Filed and as to which an objection has been or may be timely Filed by the Committee, the Distribution Trustee or any other party in interest entitled to do so, which objection, if timely Filed, has not been withdrawn and has not been overruled or denied by a Final Order. Prior to the time that an objection has been or may be timely Filed, for the

---

[1/] If not Filed by the time the Plan is Filed with the Court, voluntary petitions for Recomm International Display Corporation, Recomm International Corporation and Recomm International Display Ltd. will be Filed prior to the Confirmation Hearing.

purposes of the Plan, a Claim or Interest shall be considered a Disputed Claim or Disputed Interest, respectively, (a) if the amount of the Claim or Interest specified in the Filed proof of Claim or proof of Interest exceeds the amount of the Claim or Interest Scheduled by a Debtor as other than disputed, contingent or unliquidated; (b) if the priority of the Claim or Interest specified in the Filed proof of Claim or proof of Interest is of a more senior priority than the priority of the Claim or Interest scheduled by a Debtor; (c) if the Claim or Interest has been Scheduled as disputed, contingent or unliquidated or as being in the amount of $0.00; or (d) if the Claim or Interest has not been Scheduled.

35. "Disputed Claims Reserve Fund" means such amount of Cash as the Committee, or the Distribution Trustee shall determine, in its sole discretion, to be necessary to retain on the Initial Payment Date and on all Subsequent Payment Dates through the Final Payment Date, for the purpose of paying Disputed Claims and Disputed Interests as they become Allowed Claims and Allowed Interests.

36. "Distribution Account" or "Distribution Accounts" means one or more deposit accounts established for the benefit of one or more classes of Creditors in order to receive and hold funds payable to the Holders of Allowed Claims in such classes and to facilitate all payments required to be made to the Holders of Allowed Claims in such classes under this Plan.

37. "Distribution Trust" means the trust established pursuant to Article VI hereof and evidenced by a trust agreement substantially in a form acceptable to the Committee and the Participating Lessors, to which shall be transferred at the Effective Date (i) all Cash, (ii) all Causes of Action, pursuant to sections 544, 545, 547, 548 and 549 of the Bankruptcy Code or otherwise, (iii) the Reorganized Debtor Stock provided for pursuant to the Merger Agreement, and (iv) $100,000 provided pursuant to the Merger Agreement.

38. "Distribution Trustee" means Price Waterhouse, LLP, or any successor thereto, designated by the Committee and approved by the Bankruptcy Court to serve as trustee of the Distribution Trust and to have the duties and powers specified in the Plan.

39. "Effective Date" means a date selected by the Committee and the Participating Lessors which shall be no earlier than the tenth (10th) Business Day after the date on which the conditions specified in both Section XI.A and Section XI.B of the Plan have been: (a) satisfied; or (b) waived pursuant to Section XI.C of the Plan.

40. "Entity" means an entity as defined in section 101(15) of the Bankruptcy Code.

41. "Equipment Owners" means Persons who are not Lessors who purchased Boards, Kiosks and/or other related electronic equipment from the Debtors. This does not include Persons who allege that they were informed that they were purchasing a Board, Kiosk and/or other related electronic equipment but instead signed a document identified as a Lease Agreement under which such Person is identified as a Lessee and a Lessor is a party as a Lessor.

42. "Equity Security Holder" means the Holder of an Interest.

43. "Estate" means the estate created in a Reorganization Case for a Debtor pursuant to section 541 of the Bankruptcy Code (collectively for all Debtors, the "Estates"). As the context requires, the term "Estate" also refers to the consolidated and combined Estates of the Debtors upon the entry of an order directing the substantive consolidation of such Estates, as requested in Article V of the Plan.

44. "Filed" or "File" means filed or to file, respectively, with the Bankruptcy Court in the Reorganization Cases.

45. "Final Decree" means the decree contemplated under Bankruptcy Rule 3022.

46. "Final Order" means an order, judgment or other decree of the Bankruptcy Court or any other court of competent jurisdiction (or any revision, modification and/or amendment thereof) (a) which has not been reversed or stayed and as to which the time to appeal, petition for certiorari, or move for reargument, rehearing or new trial has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument, rehearing or new trial shall then be pending; or (b) as to which any right to appeal, petition for certiorari, reargue, rehear, reconsider or retry shall have been waived in writing in form and substance satisfactory to the Committee and/or the Distribution Trustee; or (c) in the event that an appeal, writ of certiorari, reargument, rehearing or new trial has been sought, as to which (i) such order of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed; (ii) certiorari has been denied as to such order; or (iii) reargument or rehearing or new trial from such order shall have been denied, and the time to take any further appeal, petition for certiorari or move for reargument, rehearing or new trial shall have expired.

47. "Final Payment Date" means the date of the last payment to Holders of Allowed Claims in accordance with the provisions of the Plan.

48. "Financing Order" means the Final Financing Order entered by the Bankruptcy Court in the Reorganization Cases on February 23, 1996, as it has been or may be amended, modified, extended or supplemented.

49. "Future Advertising Revenue" means that certain share of future advertising revenue of the Reorganized Debtor, in an amount not less than 30% in the aggregate of such advertising revenue generated by advertisements running on the Boards for a period not less than 5 years, which is to be distributed to the Holders of Allowed Claims in Classes C, D, E, and H pursuant to the terms of the Plan and subject to the terms and conditions of the Promotion and Servicing Agreements.

50. "Guarantor" means a guarantor of any of the obligations of a Lessee under a Lease.

51. "Holder" means an entity holding an Interest or a Claim.

52. "Impaired" means impaired as defined in section 1124 of the Bankruptcy Code.

53. "Impaired Class" means each of Classes C, D, E, F, G and H as set forth in Article II of the Plan.

54. "Impaired Creditor" means the Holder of a Claim in an Impaired Class.

55. "Impaired Interest Holder" means the Holder of an Interest in an Impaired Class.

56. "Initial Payment Date" means a date, not later than the Effective Date, upon which the initial payment under the Plan shall be made.

57. "Insider" means an insider of any of the Debtors, as defined in section 101(31) of the Bankruptcy Code.

58. "In-Store" means In-Store Promotions, Inc., a Delaware corporation ("In-Store"), the party to the Merger Agreement with the consolidated Debtors.

59. "Interest" means any ownership interest in any one or more of the Debtors, including, but not limited to, all issued, unissued, authorized or outstanding shares of stock and other equity security interests, together with any warrants, options or contract rights to purchase or acquire such interests at any time and all rights arising with respect thereto.

60. "Kiosk" means those electronic kiosk systems manufactured and/or marketed by the Debtors, including, but not limited to, those kiosk systems designed to carry travel program packages and marketed by Automatic Travel Center, Inc..

61. "Kiosk Leases" means those Leases whereby Lessors leased to Lessees the Kiosks purchased from a Debtor.

62. "Lease Discount Table" means the table set forth on Exhibit A hereto.

63. "Leases" means the lease agreements whereby Lessors leased to Lessees the Boards, Kiosks and/or other electronic equipment that Lessors purchased from a Debtor. The term Leases shall specifically include the Kiosk Leases unless otherwise specified.

64. "Lenders" means those parties who participate as lenders under the Financing Order.

65. "Lessees" means Persons who leased from Lessors the Boards, Kiosks and/or other related electronic equipment that Lessors purchased or otherwise obtained from the Debtors. This includes, but is not limited to, all Persons who allege that they were informed that they were purchasing a Board, Kiosk and/or other related electronic equipment, but instead signed a document identified as a Lease Agreement under which such Person is identified as a Lessee and a Lessor is a party as a Lessor.

66. "Lessors" or "Leasing Companies" means Persons who purchased or otherwise obtained Boards, Kiosks and/or other electronic equipment from a Debtor, and leased such equipment to Lessees and those persons that accepted an assignment of any Lessor's rights in the Leases in any way.

67. "Merger Agreement" means collectively, those certain agreements, instruments and documents, each substantially in the form attached hereto as Exhibit D-1 pursuant to which, among other things, In-Store shall merge with the Consolidated Debtors as of the Effective Date.

68. "Non-Participating Lessee" means a Lessee who is a party to a Lease with a Lessor that is not a Participating Lessor and a Guarantor with respect to such Lease, excluding, however, any Lessee or Guarantor whose rights and obligations under a Lease have been conclusively determined prior to the Confirmation Date pursuant to a Final Order, judgment or binding agreement between such Lessee and its Lessor (collectively, the "Non-Participating Lessees").

69. "Participating Lessee" means a Lessee who is a party to a Lease with a Participating Lessor and a Guarantor with respect to such Lease, excluding, however, any Lessee or Guarantor whose rights and obligations under a Lease have been conclusively determined prior to the Confirmation Date pursuant to a Final Order, judgment or binding agreement between such Lessee and its Lessor (collectively, the "Participating Lessees").

70. "Participating Lessor" means a Lessor which (a) is a Lender as of May 30, 1997, (b) elects on or before May 15, 1997, to participate in the Plan and (i) is a proponent of the Plan or (ii) is identified on Exhibit B hereto as a Participating Lessor, (c) owns, as of May 30, 1997, at least a Pro Rata share of the Tranche B DIP Financing, (d) continues to fund its Pro Rata share of the Tranche B DIP Financing through the Effective Date, (e) funds its Pro Rata share of the amount necessary to confirm the Plan in excess of amounts provided by In-Store and all other sources of funds, and (f) in the event Section IX.B. of the Plan becomes effective, funds its Pro Rata share of the loans referred to therein. For purposes of determining such amounts, the Pro Rata share of each such Lessor (collectively, the "Participating Lessors") shall be based on such Lessor's aggregate outstanding gross rentals under Leases as of December 31, 1995. Lessors with outstanding gross rentals under Leases as of December 31, 1995 of $0.00, may become Participating Lessors by electing to become Participating Lessors on or before May 15, 1997 and by each funding $1,000.00 of the Tranche B DIP Financing. An election to become a Participating Lessor, once made, cannot be revoked. By sending its written election to become a Participating Lessor, each such Participating Lessor is bound by all of the provisions of the Plan.

71. "Person" means any individual, corporation, general partnership, limited partnership, limited liability company, association, joint stock company, joint venture, estate, business trust, governmental unit, creditors' committee, unofficial committee of creditors, or other entity.

72. "Petition Date" means (i) January 22, 1996 for Optical Technologies, Inc.; (ii) January 31, 1996 for Recomm Operations, Inc., Recomm International Display Corp., Inc. and Automated Travel Center, Inc.; and (iii) the date on which voluntary petitions under chapter 11 of the Bankruptcy Code were filed for Recomm International Display Corporation, Recomm International Corporation and Recomm International Display, Ltd.

73. "Plan" means this Fourth Amended Joint Chapter 11 Plan of Reorganization, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Plan, the Bankruptcy Code and the Bankruptcy Rules.

74. "Post-Confirmation Reserve Fund" means such amount of Cash as the Committee and the Distribution Trustee shall determine, in its sole discretion, to be necessary to retain on the Initial Payment Date and on all Subsequent Payment Dates through the Final Payment Date, for the purpose of funding and paying for expenses incurred and to be incurred relating to the implementation and Consummation of the Plan and the liquidation of the Estates, including, without limitation, such amounts as the Committee and the Distribution Trustee shall determine to be necessary to be paid after the Effective Date to any Professionals retained by the Distribution Trustee in furtherance of the Plan.

75. "Priority Claim" means a Claim entitled to priority under section 507 of the Bankruptcy Code, as limited in such section, other than an Administrative Claim or a Priority Tax Claim.

76. "Priority Tax Claim" means a Claim entitled to priority in payment pursuant to section 507(a)(7) of the Bankruptcy Code.

77. "Professional" means a person retained or to be compensated pursuant to sections 326, 327, 328, 330, 503(b)(2) or (4), 1103 or 1107(b) of the Bankruptcy Code.

78. "Professional Fee Claim" means those fees and expenses claimed by Professionals retained through a Bankruptcy Court order by the Debtors or the Committee, pursuant to sections 330, 331 and/or 503 of the Bankruptcy Code, and unpaid as of the Confirmation Date, but not including any subrogation or contribution claim arising from any Persons' payment of any fees and expenses to a Professional other than from property of the Estates; *provided, however*, a final application to pay any such Professional Fee Claims shall be filed with the Bankruptcy Court within forty-five (45) days after the Effective Date, including any fees or charges assessed against the Estates of the Debtors under section 1930, chapter 123 of title 28 of the United States Code.

79. "Promotion and Servicing Agreement" means that certain Promotion and Servicing Agreement substantially in the form attached hereto as part of Exhibit D-2. The execution of the Promotion and Servicing Agreements by Lessees and Equipment Owners is a condition to receipt of Future Advertising Revenues by the Lessees and Equipment Owners.

80. "Pro Rata" means proportionately so that the ratio of the amount of consideration distributed on account of a particular Allowed Claim to the amount of the Allowed Claim is the same as the ratio of the amount of consideration distributed on account of all Allowed Claims of the Class or Classes that share in the consideration

being distributed at the time to the amount of all Allowed Claims of that Class or those Classes that share in the consideration being distributed at that time.

81. "Reorganization Case" means the case currently pending in the Bankruptcy Court under chapter 11 of the Bankruptcy Code for a Debtor (collectively, the "Reorganization Cases").

82. "Reorganized Debtor Stock" means those certain shares of common stock of the Reorganized Debtor, representing not less than thirty percent (30%) in the aggregate of the issued and outstanding stock of the Reorganized Debtor, or other Equity Securities having the economic equivalent thereof, that are to be distributed to the Participating Lessors under the terms of the Merger Agreement and contemporaneously contributed by the Participating Lessors to the Distribution Trust pursuant to the terms of the Plan, or such other amount of the outstanding common stock of the Reorganized Debtor, or other Equity Securities having the economic equivalent thereof, as the Committee may agree.

83. "Reorganized Debtor" means the Debtors, collectively, on and after the Effective Date.

84. "Scheduled" means set forth in the Schedules of Assets and Liabilities of a Debtor as the same may be amended or supplemented from time to time.

85. "Schedules of Assets and Liabilities" means the "Schedule of Assets and Liabilities of Debtor and Statement of Financial Affairs of Debtor" Filed by a Debtor, as the same have been or may be amended or supplemented from time to time prior to the Effective Date.

86. "Secured Claim" means a claim, including interest, fees and charges to the extent allowable pursuant to section 506(b) of the Bankruptcy Code, that is secured by a lien on and/or security interest in property in which an Estate has an interest, or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the claim holder's interest in an Estate's interest in such property, or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) and, if applicable, section 1129(b)(2)(a)(i)(II) of the Bankruptcy Code.

87. "Subsequent Payment Date" means any date after the Initial Payment Date (a) that is set by the Distribution Trustee or is otherwise ordered by the Bankruptcy Court, and (b) upon which the Distribution Trustee makes a distribution to any Holders of Allowed Claim.

88. "Tranche A DIP Financing" means that portion of the Administrative Claim of the Lenders arising under the Financing Order for funds advanced to the Debtors before May 9, 1996.

89. "Tranche B DIP Financing" means that portion of the Administrative Claim of the Lenders arising under the Financing Order for funds advanced to the Debtors on or after May 9, 1996.

90. "U.S. Trustee" means the United States Trustee for the Middle District of Florida, Tampa Division and the office of such United States Trustee.

91. "Unimpaired" means a Claim that is unimpaired within the meaning of section 1126 of the Bankruptcy Code.

92. "Unsecured Claim" means a Claim against a Debtor that is not an Administrative Claim, Priority Tax Claim, Secured Claim, Priority Claim, Lessee Claim or Interest. Without limiting the foregoing, an Unsecured Claim shall include each and any indemnification Claim of a Lessor against the Debtors; *provided, however*, that any indemnification Claim of a Lessor that is not a Participating Lessor is disallowed to the extent provided in the Plan.

93. "Voting Instructions" means the instructions for voting on the Plan contained in the section of the Disclosure Statement entitled "VOTING ON THE PLAN" and annexed to the Ballots.

C. **Interpretation, Rules of Construction, Computation of Time, and Choice of Law.**

1. The provisions of the Plan and of any contract, instrument or other agreement or document created in connection with the Plan, as an adjunct or supplement thereto, or required thereby, shall control over any descriptions thereof contained in the Disclosure Statement.

2. The provisions of the Plan shall control over the provisions of any contract, instrument or other agreement or document, including, but not limited to, the Disclosure Statement, other than the Confirmation Order, created in connection with the Plan, as an adjunct or supplement thereto, or required thereby.

3. Any reference in the Plan to a contract, document, instrument, release, certificate, indenture or other agreement or document being in a particular form or on

particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions.

4. Any reference in the Plan to an existing document or exhibit means such document or exhibit as it may have been amended, modified or supplemented as of the Effective Date.

5. All exhibits to the Plan are incorporated into the Plan, and shall be deemed to be included in the Plan.

6. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

7. Subject to the provisions of any contract, certificate, instrument, release, indenture or other agreement or document entered into in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules.

ARTICLE II.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Summary.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, confirmation and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

The classification of Claims and Interests pursuant to this Plan is as follows:

Class A: Secured Claims	Unimpaired – Deemed to Accept
Class B: Priority Claims	Unimpaired – Deemed to Accept

Class C:	Claims of Holders held by Participating Lessees with Advertising Contracts and Guarantors of the Obligations of Participating Lessees with Advertising Contracts	Impaired – Entitled to Vote
Class D:	Claims of Holders held by Participating Lessees without Advertising Contracts and Guarantors of the Obligations of Participating Lessees without Advertising Contracts	Impaired – Entitled to Vote
Class E:	Claims of Holders held by Equipment Owners	Impaired – Entitled to Vote
Class F:	Unsecured Claims against any of the Debtors which are not included in Classes C, D, E or H	Impaired – Entitled to Vote
Class G:	Interests	Impaired – Deemed Not to Accept
Class H:	Claims of Holders held by Non-Participating Lessees and Guarantors of the Obligations of Non-Participating Lessees	Impaired – Entitled to Vote

B. Administrative Claims.

1. General Administrative Claims and Professional Fee Claims.

The Distribution Trustee shall pay each Professional Fee Claim, if and when approved by the Bankruptcy Court, and each other Allowed Administrative Claim in full, in Cash from the Distribution Trust, on the later of (a) on or as soon as practicable after the Effective Date, (b) within sixty (60) days after the Claim becomes an Allowed Claim,

(c) the date on which the distribution to the holder of the Claim would have been due and payable in the ordinary course of business or under the terms of the Claim in the absence of the Reorganization Cases, or (d) such later date as may be agreed between the Distribution Trustee and the holder of such Allowed Administrative Claim. Without limiting the foregoing, all fees payable under section 1930 of title 28 of the United States Code that have not heretofore been paid shall be paid on or before the Effective Date. Robert Kellish and Sandra Braddock have entered into an agreement which runs to the benefit of the Debtors and the Reorganized Debtor in which Mr. Kellish and Ms. Braddock are each to receive $85,000 on the Effective Date as Administrative Claims. The $85,000 payments shall be made only to the extent such Claims are allowed pursuant to Order of the Court.

2. **Lender Claims.**

The Lenders will forgive repayment of $1 million of the Tranche A DIP Financing and the Tranche B DIP Financing which amount will be allocated between the Tranche A DIP Financing and the Tranche B DIP Financing on terms agreed upon among the Lenders. After payment of other Administrative Claims, and after funding of $100,000 to the Post-Confirmation Reserve Fund, all Allowed Administrative Claims of Lenders under the Financing Order, other than the amount forgiven pursuant hereto, shall be paid in full, in cash within twenty (20) days of the Effective Date, or such longer time as Lenders in their sole discretion shall allow. All Tranche A DIP Financing Claims shall be paid in full prior to payment of any Tranche B DIP Financing Claims. Until the Allowed Administrative Claims of the Lenders are paid in full, such claims shall be secured by a first-priority perfected security interest and lien in and against all present and future property of the Estates and the Distribution Trust, including without limitation all of the Estates' Causes of Action against third parties and the proceeds thereof, whether under sections 544, 545, 547, 548 or 549 of the Bankruptcy Code or otherwise. Notwithstanding the foregoing, the first $10 million of recoveries with respect to Causes of Action shall be reserved for (i) distribution to Holders of Allowed Claims in Classes C, D, E, F and H, as provided herein, and (ii) to pay attorneys' fees, costs and expenses of counsel for the Distribution Trust. The Lenders shall neither hold nor assert any Claim for such recoveries. Thereafter, after payment of the attorneys' fees, costs and expenses of counsel for the Distribution Trustee, fifty percent (50%) of all recoveries in excess of $10 million with respect to Causes of Action shall be reserved for distribution to Holders of Allowed Claims in Classes C, D, E, F and H, as provided herein and fifty percent (50%) of such recoveries shall be distributed to the Lenders as set forth herein until all Allowed Administrative Claims of the Lenders are paid in full.

In addition to the foregoing, each Lender that is a Participating Lessor shall, in conjunction with the Plan, receive the Reorganized Debtor Stock under the Merger

Agreement, and shall, effective as of the Effective Date, contribute its portion of the Reorganized Debtor Stock to the Distribution Trust. Such Reorganized Debtor Stock shall be distributed pursuant to the Plan, as set forth below. Except as otherwise provided herein, each Lender that is a Participating Lessor shall also be deemed to hold an Allowed Unsecured Claim for indemnification. Except for the Reorganized Debtor Stock and distributions on account of such Unsecured Claims against the Debtors, and except for repayment of amounts owed under the Financing Order, each Participating Lessor expressly waives all rights to any and all distributions from the Estates and the Distribution Trust.

C. Priority Tax Claims.

The Distribution Trustee shall pay each Allowed Priority Tax Claim deferred Cash payments over a period not exceeding six years from the Date of Assessment of such Allowed Priority Tax Claim, in an aggregate amount equal to the amount of such Allowed Priority Tax Claim, plus interest from the Effective Date on the unpaid portion thereof, without penalty of any kind, at the rate prescribed below. The payment of each such Allowed Priority Tax Claim shall be made in equal semi-annual installments of principal, with the first such installment due on the first Business Day following the end of the first full year following the Effective Date, or such other time or times as may be agreed upon between the holder of such Allowed Priority Tax Claim and the Distribution Trustee. Concurrently with the payments of equal semi-annual installments of principal, the Distribution Trustee shall also pay in arrears simple interest from the Effective Date on the unpaid balance of such Allowed Priority Tax Claim, without penalty of any kind, at the rate of (i) eight percent (8%) per annum of the Allowed Priority Tax Claim of the Florida Department of Revenue; (ii) nine percent (9%) per annum of the Allowed Priority Tax Claim of the United States, and (iii) six percent (6%) per annum of all other Allowed Priority Tax Claims, or at such other rate as may be agreed upon between the holder of such Allowed Priority Tax Claim and the Distribution Trustee; *provided, however*, that the Distribution Trustee reserves the right to pay any Allowed Priority Tax Claim, or any remaining balance thereof, in full, at any time on or after the Effective Date, without premium or penalty.

D. Classification and Treatment of Classes.

1. Class A—Secured Claims (*Unimpaired*).

a. Classification: Class A consists of all Secured Claims against the Estates.

b. Treatment: The legal, equitable and contractual rights of the Holders of Class A Claims are unaltered by the Plan; *provided, however*, the maturity date or dates of all Class A Claims shall be reinstated to the date, or dates, which existed prior to the date of any acceleration of such Class A Claims, subject to the legal and equitable rights of the Debtors with respect to such Claims as they existed immediately prior to the filing of the Plan. On the Initial Payment Date (or as soon thereafter as practicable) or, if later, the date on which such Claim becomes Allowed, the Distribution Trustee will either (a) surrender the collateral securing the Allowed Class A Claim to the Claim Holder, or (b) make payments required by section 1124(2) of the Bankruptcy Code (at a rate to be agreed upon between the Distribution Trustee and the Holder of the Claim, or in the absence of such agreement, as determined by the Bankruptcy Court) to Holders of Class A Claims from the Distribution Trust; *provided, however*, Allowed Class A Claims representing obligations incurred in the ordinary course of business or assumed by the Debtors shall be paid in full from the Distribution Trust or performed by the Debtors (or their assignee) in the ordinary course of business in accordance with the terms and conditions of the particular transaction and any agreements and instruments relating thereto. Any defaults of such Class A Claims which existed immediately prior to the filing of the Reorganization Cases shall be deemed cured upon the Effective Date. On the Effective Date or, if later, the date on which such Claim becomes Allowed, and subject to the requirements of section 1124(2) of the Bankruptcy Code, the legal, equitable and contractual rights of the Holders of Class A Claims shall be reinstated in full, in accordance with the terms of the agreements, rights or prepetition obligations of the Debtors respecting such Class A Claims.

c. Impairment: Class A is unimpaired, and is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class A are not entitled to vote to accept or reject the Plan.

2. Class B—Priority Claims (*Unimpaired*).

a. Classification: Class B consists of all Unsecured Claims against any of the Debtors that are specified as having priority in sections 507(a)(3), 507(a)(4), 507(a)(5) or 507(a)(6) of the Bankruptcy Code.

b. Treatment: Each Allowed Class B Claim shall be paid in full, in Cash, on the latest of (a) on or as soon as practicable after the Effective Date, (b) within 60 days after the Claim becomes an Allowed Claim, (c) the date on which the distribution to the holder of the Claim would have been due and payable in the ordinary course of business or under the terms of the Claim in the absence of the Reorganization

Cases, and (d) such later date as may be agreed between the Distribution Trustee and the holder of such Allowed Class B Claim.

c. Impairment: Class B is unimpaired, and is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class B are not entitled to vote to accept or reject the Plan.

3. Class C—Claims of Holders Which are Participating Lessees with Advertising Contracts or Guarantors of the Obligations of Participating Lessees with Advertising Contracts (*Impaired*).

a. Classification: Class C consists of all Claims of Holders that are Participating Lessees and parties to an Advertising Contract with the Debtors and all Guarantors with respect to such Participating Lessees; provided, however, that there shall be only one recovery on account of an Allowed Claim with respect to any Lease. For purposes of voting and distributions, the Claim of each Class C Creditor is deemed to be an Allowed Claim equal to the amount set forth for such Participating Lessee in the Schedule of Assets and Liabilities, which is the amount reported by the Debtors to be the aggregate of unpaid advertising revenues under the Advertising Contracts. In the event such Allowed Claim of such Class C Creditor is less than $1.00, such Claim shall be deemed to be Allowed in the amount of $1.00. The Claims of all Guarantors are listed as contingent, disputed and unliquidated in the Schedule of Assets and Liabilities and such Claims shall not be Allowed Claims, except as otherwise provided under the Bankruptcy Code and Bankruptcy Rules.

b. Treatment:

(1) Class C Distribution.

Each Allowed Class C Claim shall receive its Pro Rata share of the Class C Distribution Account on the Initial Payment Date and on each Subsequent Payment Date thereafter, through and including the Final Payment Date.

(2) Promotion and Servicing Agreement.

All Class C Creditors holding Allowed Claims, whether they leased Boards or Kiosks, shall be bound to perform all of their respective obligations under a Promotion and Servicing Agreement with the Reorganized Debtor which shall be in substantially the form attached to the Plan as a part of Exhibit D-2, unless an individual Class C Creditor indicates on the Promotion and Servicing Agreement Election Form for Lessees and

Owners prior to the initial deadline set for voting on the Plan an intent not to be bound by the Promotion and Servicing Agreement. All Holders of Allowed Class C Claims that are bound by the Promotion and Servicing Agreement shall receive a Pro Rata share of Future Advertising Revenue divided among the aggregate of the Holders of Allowed Claims in Classes C, D, E and H bound by the Promotion and Servicing Agreement. **In order to receive a distribution of Future Advertising Revenue, Class C Creditors must be bound by the Promotion and Servicing Agreement.** Such Promotion and Servicing Agreement, if entered into, shall supersede and replace, in its entirety, the Advertising Contract, if any. In the event that a Class C Creditor elects not to be bound by the Promotion and Servicing Agreement, the Reorganized Debtor retains whatever rights it may have, if any, to enjoin such Creditor's use of the Equipment arising out of the Reorganized Debtor's software and intellectual property rights relating to the Equipment.

(3) Modification to Leases (exclusive of Kiosk Leases): As of the Effective Date, the Leases (exclusive of Kiosk Leases) of Participating Lessees that are parties to Advertising Contracts shall be deemed modified and revised as set forth below, which modifications shall be deemed effective as of the Effective Date.

(a) For purposes of the Plan, the "Effective Balance" for any lease is:

(i) for leases issued on or prior to December 31, 1995, the present value of all rental payments first coming due thereunder on or after December 31, 1995; or

(ii) for leases issued after December 31, 1995, the present value of all rental payments owing thereunder as of the date of such Lease.

In either case, such present value shall be determined as of December 31, 1995, based upon a discount rate of six percent (6%).

(b) The "Revised Interest Rate[2/]" will be 12%, effective December 31, 1995.

(c) The "Class C Revised Principal Balance" of each Lease of a Participating Lessee with an Advertising Contract shall be equal to the Effective Balance of such Lease:

(i) reduced by the sum of:

a) the principal reduction set forth in the Lease Discount Table, according to the number of months remaining in the lease term as of December 31, 1995; plus

b) the aggregate principal portion of lease payments scheduled to be made by any such Participating Lessee from January 1, 1996 through the Effective Date in accordance with the terms of the original relevant Lease, but as such principal portion of such payments is determined using the Revised Interest Rate; and

(ii) except as otherwise provided in Section II.D.3.b.(6) below, increased by the amount of the Effective Date Arrearage, if any, calculated as set forth in Section II.D.3.b.(6) below.

(d) On or prior to the 30th day after the Effective Date, any Lessee with an Advertising Contract (subject to such Participating Lessee's payment of all arrearages) may make a one-time cash prepayment of the Class C Revised Principal

---

[2/] Notwithstanding any references in the Plan and/or the Disclosure Statement or any other instrument, agreement or document relating thereto or arising thereunder or in connection therewith to "Revised Interest Rate", "Revised Principal Balance" or similar terms, the use of such terms has no effect on the nature of the Lease agreements and similar documents.

Balance of the Lease in complete satisfaction and discharge of its obligations under the Lease.

(e) The Class C Revised Principal Balance and the Revised Interest Rate shall be used to determine the "Revised Monthly Lease Payments" according to the number of payments remaining under the terms of the relevant Lease as of the Effective Date (including payments due but not made between January 1, 1996 and the Effective Date); *provided, however*, that (subject to Section II.D.3.b.(3)(f) below) Participating Lessees with Advertising Contracts have the option (but not the obligation) to extend the term of their respective Leases up to 60 months from the Effective Date for purposes of determining the Revised Monthly Lease Payment and payment schedule. Each of such Participating Lessees shall make the election to extend the term of its Lease (if such extension is available) within 30 days after the Effective Date, but in the absence of an election, is deemed not to extend such term.

(f) - No Revised Monthly Lease Payment of a Participating Lessee with an Advertising Contract will be (i) less than $150 or (ii) greater than $250 for each Board under the Lease. In the event such Lessee's original Lease payment for each Board (exclusive of taxes) was in excess of the standard monthly Lease payment of $298.20, the maximum Revised Monthly Lease Payment shall be 83% of the original monthly Lease payment (exclusive of taxes). In the event that the Revised Monthly Lease Payment determined under (e) above results in a calculated payment which is less than $150, the term of the relevant Lease shall be reduced to the number of months necessary to make the Revised Monthly Lease Payment not less than $150. In the event that the Revised Monthly Lease Payment determined under (e) above results in a calculated payment which is greater than $250 for each Board under the Lease, the term of the relevant Lease shall be extended (in monthly increments), to the number of months necessary to make the Revised Monthly Lease Payment not greater than $250 for each Board under the Lease.

(g) All Participating Lessees with Advertising Contracts shall commence payments under their revised Leases by paying their Revised Monthly Lease Payment on the first scheduled payment date under their original Lease following the Effective Date of the Plan.

(h) Except as otherwise set forth herein, all other terms and conditions of the relevant Leases, not inconsistent with the terms herein, survive.

(4) Modification to Kiosk Leases.

As of the Effective Date, the Kiosk Leases of Participating Lessees with an Advertising Contract shall be deemed modified and revised as set forth in Section 3.b.(3) of this Subsection D, which modifications shall be deemed effective as of the Effective Date, with the following additional terms: (a) such Lessees with an Advertising Contract shall have the option to extend the term of their Kiosk Leases up to 72 months (as opposed to 60 months), and (b) no Revised Monthly Lease Payment under such a Kiosk Lease will be less than $300 (as opposed to $150) or greater than $390 for each Kiosk under the Lease. In the event such Lessee's original Lease payment for each Kiosk (exclusive of taxes) was in excess of the standard monthly Lease payment of $466.90, the maximum Revised Monthly Lease Payment shall be 83% of the original monthly Lease payment (exclusive of taxes). In the event that the Revised Monthly Lease Payment determined hereunder results in a calculated payment which is less than $300, the term of the relevant Lease shall be reduced to the number of months necessary to make the Revised Monthly Lease Payment not less than $300. In the event that the Revised Monthly Lease Payment determined hereunder results in a calculated payment which is greater than $390 for each Kiosk under the Lease, the term of the relevant Lease shall be extended (in monthly increments) to the number of months necessary to make the Revised Monthly Lease Payment not greater than $390 for each Kiosk under the Lease. All other provisions of Section 3.b.(3) of this Subsection D, as applicable, shall apply to the modification of Kiosk Leases of Participating Lessees with Advertising Contracts under the Plan.

(5) Non-Standard Leases.

The treatment offered to Participating Lessees in Sections D.3.b.(3) and (4) and D.4.b.(2) and (3) of this Article II are premised on the following assumptions: (a) the term of all non-Kiosk Leases is 48 months, (b) the term of all Kiosk Leases is 60 months, (c) the monthly payment under all non-Kiosk Leases is approximately $298.20, and (d) the monthly payment under all Kiosk Leases is approximately $466.00. In the event that the financial terms of the Lease of any Participating Lessee are materially different from the foregoing assumptions, the Participating Lessors agree to modify the treatment offered to such Participating Lessee under the Plan on terms which proportionately reflect such material differences. Any dispute regarding this Section may be submitted to the Bankruptcy Court by the affected Participating Lessee, the affected Participating Lessor or the Committee.

(6) Arrearages.

It is a condition to participation in the Plan that Participating Lessees agree to satisfy and discharge any arrearages under their Leases on the terms provided in this Section. For purposes of this Section, the amount of the "Effective Date Arrearage" shall be calculated as of the Effective Date of the Plan as the aggregate of the face amount (as determined under the terms of the original Lease) of each payment including, but not limited to, any sales, use, excise or other taxes, due but not paid as of the Effective Date (exclusive of late charges, default interest, collection costs, attorneys' fees or other delinquency charges), plus, accrued interest on such payment at the rate of 16% from the date of non-payment through the 30th day after the Effective Date; provided that for the period December 10, 1997 through the Confirmation Date, interest shall accrue on the Effective Date Arrearage at the rate of twelve percent (12%). Any Participating Lessee shall be entitled to elect to pay the Effective Date Arrearage in full within thirty (30) days following the Effective Date of the Plan. If the subject Participating Lessee does not pay the Effective Date Arrearage in full within thirty (30) days following the Effective Date, such Participating Lessee's Effective Date Arrearage shall be included in the Class C Revised Principal Balance and shall be paid in accordance with Section II.D.3.b.(3) above.

The Participating Lessors shall cause entries to be made in the credit records of any Participating Lessee with respect to which such Lessor previously submitted credit information describing any arrearage, delinquency, default or the like under the original Lease. Such new entries shall (i) acknowledge the existence of a good faith dispute by Lessee under the original Lease, and (ii) report that any arrearage, delinquency, default or the like has been, or is being, cured. The Participating Lessor shall provide a copy of such new entry to the Participating Lessee.

(7) Personal Property Taxes.

(a) Within thirty days after the Effective Date, each Participating Lessee shall pay all delinquent personal property taxes assessable on account of its Lease or the property covered thereby and shall thereafter pay all such taxes as they become due in accordance with the terms of the Lease.

(b) The Distribution Trustee shall be authorized on behalf of the Participating Lessees and the Participating Lessors, as the case may require, subject to means and procedures as approved by the Committee, to pursue any reasonable means to cause a reduction in the amount of personal property taxes assessed on account of the Leases of Participating Lessees or the property covered thereby. Any reduction in such personal property taxes shall inure to the benefit of the Participating Lessee,

whether such reduction is retroactive and/or prospective. To any extent necessary to accomplish the purposes of this subsection, the Distribution Trustee shall be deemed the agent of, and shall have standing to appear for, the Participating Lessees and the Participating Lessors, as the case may require.

(8) Waiver of Late Charges, Collection Costs and Attorneys' Fees.

Except as specifically set forth herein, all late charges, default interest, collection costs, attorneys' fees or other delinquency charges that have been incurred or accrued as of the Effective Date of the Plan are forever waived by all Participating Lessors with respect to all Participating Lessees, including Participating Lessees curing arrearages as provided in Section II.D.3.b.(6) hereof.

(9) Statement of Revised Lease Terms and Arrearages.

Within fifteen (15) days after the Confirmation Order shall have become a Final Order, the Participating Lessors shall deliver to their respective Participating Lessees a statement setting forth the following items: (a) the Effective Balance; (b) the applicable lease discount percentage from the Lease Discount Table; (c) the amount of principal payments (if any) made after December 31, 1995, (d) the Revised Principal Balance; (e) the Revised Monthly Lease Payment if the term of the Lease is unchanged; (f) the Revised Monthly Lease Payment if the term of the Lease is extended to 60 months (or 72 months in the case of a Kiosk Lease); (g) the date their first Revised Monthly Lease Payment is due (assuming they do not elect to prepay); (h) the Effective Date Arrearage (if any); and (i) a concise statement, drafted or approved by the Committee, of the Participating Lessee's options with respect to the revised Leases and instructions for exercising such options. Statements to Participating Lessees that are not parties to Advertising Contracts may omit item (b).

Class C Participating Lessees and Class D Participating Lessees which have made payments on account of their Leases since December 31, 1995 are entitled to a credit after their respective Leases are modified pursuant to the Plan on account of such payments made after December 31, 1995 that are in excess of the amounts which would have been owing under the Lease as modified, and such Participating Lessee will receive a credit for such amounts. To the extent a Participating Lessee has made all payments required under its Lease and the Lease was terminated between December 31, 1995 and the Effective Date, such Participating Lessee will be entitled to receive a refund of amounts paid with respect to its Lease in excess of amounts that would have been due with respect to the Lease as modified.

(10) Right to Retain Equipment on Full Compliance with Revised Lease.

Any Participating Lessee who complies fully with the terms of its Lease, as modified by the Plan, and completes all of the payments as required therein (whether by payment in accordance with the terms of the revised Lease or by prepayment as provided herein), shall be entitled either (a) to own the equipment covered by such Lease free and clear of any liens or claims of the Debtors, the Reorganized Debtor and the Participating Lessors, subject only to the intellectual property rights of the Reorganized Debtor, or (b) to obtain the exclusive right to possess and use such equipment, subject to an agreement with the Reorganized Debtor regarding the provision of advertising on such equipment which agreement shall be in a form acceptable to Reorganized Debtor and the Participating Lessee.

(11) Discount Reallocation.

Under the terms of the Plan, no Participating Lessee who is also a Class D Creditor is entitled to receive the value of the principal reduction set forth in the Lease Discount Table. Notwithstanding the foregoing, the Participating Lessors have agreed that the economic value of such discounts is intended to be provided Pro Rata to all Holders of Allowed Class C Claims that are Participating Lessees. To effectuate this, each Participating Lessor agrees to remit to the Distribution Trust, on a monthly basis, starting on and after the Effective Date, Cash equal to the principal reduction (calculated as set forth in the Lease Discount Table) that would otherwise be given to each Participating Lessee of such Participating Lessor (if any) who is a Holder of an Allowed Class D Claim (the "Discount Reallocation") provided however that each Participating Lessor is only required to make such payment to the extent it receives such cash from such Participating Lessee who is a Holder of an Allowed Class D Claim. The Discount Reallocation shall not be subject to any liens or Claims of the Participating Lessors. The Discount Reallocation shall be distributed Pro Rata to the Holders of Allowed Class C Claims that are Participating Lessees, as provided herein, after the establishment of appropriate reserves by the Distribution Trustee.

c. Impairment:

Class C is impaired, and the Holders of Allowed Class C Claims are entitled to vote to accept or reject the Plan.

4. Class D—Claims of Holders which are Participating Lessees without Advertising Contracts or Guarantors of the Obligations of Participating Lessees without Advertising Contracts (*Impaired*).

a. Classification: Class D consists of all Claims of Holders that are Participating Lessees that are not parties to an Advertising Contract with any of the Debtors and all Guarantors with respect to such Participating Lessees, provided, however, that there shall be only one recovery on account of an Allowed Claim with respect to any Lease. Such Guarantors shall be entitled to vote to accept or reject the Plan. For purposes of classification, any Participating Lessee whose Lease commenced on or after October 1, 1995 is presumed to be a Class D Creditor; provided, however, if a Participating Lessee whose Lease commenced on or after October 1, 1995 can demonstrate to the Committee (and, if contested, to the Bankruptcy Court) that such Participating Lessee was a party to an Advertising Contract, such Participating Lessee shall be classified and treated as a Class C Creditor. For purposes of voting and distributions, the Claim of each Class D Creditor is deemed to be an Allowed Claim equal to the present value of the gross lease payments due and payable under its Lease as of December 31, 1995, based upon a discount rate of six percent (6%). In the event such Allowed Claim of such Class D Creditor is less than $1.00, such Claim shall be deemed to be Allowed in the amount of $1.00. The Claims of all Guarantors are listed as contingent, disputed and unliquidated in the Schedules of Assets and Liabilities and such Claims shall not be Allowed Claims, except as otherwise provided under the Bankruptcy Code or the Bankruptcy Rules.

b. Treatment:

(1) Class D Distribution.

Each Allowed Class D Claim shall receive its Pro Rata share of the Class D Distribution Account on the Initial Payment Date and on each Subsequent Payment Date thereafter, through and including the Final Payment Date.

(2) Modification to Leases for Participating Lessees and Guarantors of the obligations of Participating Lessees without Advertising Contracts (exclusive of Kiosk Leases).

As of the Effective Date, the Leases (exclusive of Kiosk Leases) of Participating Lessees that are not parties to Advertising Contracts shall be deemed modified and revised as set forth below, which modifications shall be deemed effective as of the Effective Date.

(a) For purposes hereof, the terms "Effective Balance" and "Revised Interest Rate" shall have the same meaning ascribed to those terms, respectively, as is ascribed to such terms in Section II.D.3.b.(3) of the Plan;

(b) The "Class D Revised Principal Balance" of each Lease of a Participating Lessee without an Advertising Contract shall be equal to the Effective Balance of such Lease:

(i) Reduced by the aggregate principal portion of lease payments scheduled to be made by any such Lessee from January 1, 1996 through the Effective Date in accordance with the terms of the original relevant Lease, but as such principal portion of such payments is determined using the Revised Interest Rate; and

(ii) Except as provided in Section II.D.3.b.(6) of the Plan, increased by the amount of the Effective Date Arrearage, if any, calculated as set forth in Section II.D.3.b.(6) of the Plan.

(c) On or prior to the 30th day after the Effective Date, any Participating Lessee may make a one-time cash prepayment of the Class D Revised Principal Balance of the Lease in complete satisfaction and discharge of its obligations under the Lease.

(d) The Class D Revised Principal Balance and the Revised Interest Rate shall be used to determine the "Revised Monthly Lease Payments" according to the number of payments remaining under the terms of the relevant Lease as of the Effective Date (including payments due but not made between January 1, 1996 and the Effective Date); *provided, however*, that (subject to Section II.D.4.b.(2)(e) below) Participating Lessees have the option (but not the obligation) to extend the term of their Lease up to 60 months from the Effective Date for purposes of determining the Revised Monthly Lease Payments and payment schedule. Such Participating Lessee shall make the election to extend the term of its Lease within 30 days after the Effective Date, but in the absence of such an election, is deemed not to extend such term.

(e) No Revised Monthly Lease Payment will be less than $150 or greater than $250 for each Board under the Lease. In the event such Lessee's original Lease payment for each Board (exclusive of taxes) was in excess of the standard monthly Lease payment of $298.20, the maximum Revised Monthly Lease Payment shall be 83% of the original monthly Lease payment exclusive of taxes. In the event that the Revised Monthly Lease Payment determined hereunder results in a calculated payment which is less than $150, the term of the relevant Lease shall be reduced to the number of months necessary to make the Revised Monthly Lease Payment not less than $150. In the event that the Revised Monthly Lease Payment determined hereunder results in a calculated payment which is greater than $250 for each Board under the Lease, the term of the relevant Lease shall be extended (in monthly increments) to the number of months necessary to make the Revised Monthly Lease Payment not greater than $250 for each Board under the Lease.

(f) All Participating Lessees shall commence payments under their revised Lease by paying their Revised Monthly Lease Payment on the first scheduled payment date under their original Lease following the Effective Date of the Plan.

(g) Except as otherwise set forth herein, all other terms and conditions of the Lease, not inconsistent with the terms herein, survive.

(3) Modification to Kiosk Leases without Advertising Contracts.

As of the Effective Date, the Kiosk Leases of Participating Lessees without Advertising Contracts shall be deemed modified and revised as set forth in Section 4.b.(3) of this Subsection D, such modifications deemed effective as of the Effective Date, with the following additional terms: (a) such Lessees shall have the option to extend the term of the Kiosk Leases up to 72 months (as opposed to 60 months), and (b) no Revised Monthly Lease Payment under a Kiosk Lease will be less than $300 (as opposed to $150) or greater than $390 for each Kiosk under the Lease. In the event such Lessee's original Lease payment for each Kiosk (exclusive of taxes) was in excess of the standard monthly Lease payment of $466.90, the maximum Revised Monthly Lease Payment shall be 83% of the original monthly Lease payment (exclusive of taxes). In the event that the Revised Monthly Lease Payment hereunder results in a calculated payment which is less than $300, the term of the relevant Lease shall be reduced to the number of months necessary to make the Revised Monthly Lease Payment not less than $300. In the event that the Revised Monthly Lease Payment determined hereunder results in a calculated payment which is greater than $390 for each Kiosk under the Lease, the term of the relevant Lease shall be extended (in monthly increments) to the number of months necessary to make the Revised Monthly Lease Payment not greater

than $390 for each Kiosk under the Lease. All other provisions of Section 4.b.(2) of this Subsection D, as applicable, shall apply to the modification of Kiosk Leases under the Plan.

(4) Certain Provisions of Section II.D. Applicable.

All provisions of Sections II.D.3.b.(2) and II.D.3.b.(5) through (10) shall also apply to the treatment of Class D Creditors.

c. Impairment: Class D is impaired, and the Holders of Allowed Class D Claims are entitled to vote to accept or reject the Plan.

5. **Class E - Claims of Holders which are Equipment Owners (*Impaired*).**

a. Classification: Class E consists of all Claims of Equipment Owners. For purposes of voting and distribution, the Claim of each Class E Creditor is deemed to be an Allowed Claim equal to the amount set forth for such Claim on the Schedule of Assets and Liabilities, which is the amount reported by the Debtors to be the aggregate of unpaid advertising revenues under the Advertising Contracts. In the event such Class E Creditor's Allowed Claim is $0.00, such Claim shall be deemed to be Allowed in the amount of $6,500.00.

b. Treatment:

(1) Class E Distribution Account.

Each Allowed Class E Claim shall receive its Pro Rata share of the Class E Distribution Account on the Initial Payment Date and on each Subsequent Payment Date thereafter, through and including the Final Payment Date.

(2) Promotion and Servicing Agreement.

All Class E Creditors, holding Allowed Claims, whether such Equipment Owners owned Boards or Kiosks, shall be bound to perform all of their respective obligations under a Promotion and Servicing Agreement which shall be in substantially the form attached to the Plan as a part of Exhibit D-2, unless such individual Class E Creditor indicates on the Promotion and Servicing Agreement Election Form for Lessees and Owners prior to the initial deadline set for voting on the Plan an intent not to be bound by the Promotion and Servicing Agreement. All Holders of Allowed Class E Claims that are bound by the Promotion and Servicing Agreement shall receive a Pro Rata share of Future Advertising Revenues divided among the aggregate of the Holders of Allowed

Claims in Classes C, D, E and H bound by the Promotion and Servicing Agreement. In order to receive Future Advertising Revenues, Class E Creditors must be bound by the Promotion and Servicing Agreement. Such Promotion and Servicing Agreement, if entered into, shall supersede and replace, in its entirety, the Advertising Contract. In the event that a Class E Creditor elects not to be bound by the Promotion and Servicing Agreement, the Reorganized Debtor retains whatever rights it may have, if any, to enjoin such Creditor's use of the Equipment arising out of the Reorganized Debtor's software and intellectual property rights relating to the Equipment.

c. Impairment: Class E is impaired and the Holders of Allowed Class E Claims are entitled to vote to accept or reject the Plan.

6. Class F—Unsecured Claims (*Impaired*).

a. Classification: Class F consists of all Allowed Unsecured Claims against the Debtors other than those which are left unclassified pursuant to section 1123(a)(1) of the Bankruptcy Code or are included in other classes set forth herein.

b. Treatment: Each Allowed Class F Claim shall receive its Pro Rata share of the Class F Distribution Account on the Initial Payment Date and on each Subsequent Payment Date thereafter, through and including the Final Payment Date.

c. Impairment: Class F is impaired, and the Holders of Allowed Class F Claims are entitled to vote to accept or reject the Plan.

7. Class G Interests (*Impaired*).

a. Classification: Class G consists of the Holders of Interests of the Debtors.

b. Treatment: All Interests of the Debtors will be canceled, terminated and annulled as of the Effective Date of the Plan. The Holders of Interests in Class G will receive no distribution and will retain no Property from the Estates on account of such interests.

c. Impairment: Class G is impaired, and is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

8. Class H-Non-Participating Lessees (*Impaired*).

a. Classification: Class H consists of all Claims of Holders that are Non-Participating Lessees and all Guarantors with respect to such Non-Participating Lessees; provided, however, that there shall be only one recovery on account of an Allowed Claim with respect to any Lease. For purposes of voting and distributions, the Claim of each Class H Creditor that is a party to an Advertising Contract with the Debtor is deemed to be an Allowed Claim equal to the amount set forth for such Non-Participating Lessee in the Schedule of Assets and Liabilities, which is the amount reported by the Debtors to be the aggregate of unpaid advertising revenues under the Advertising Contracts. For purposes of voting and distributions, the Claim of each Class H Creditor that is not a party to an Advertising Contract is deemed to be an Allowed Claim equal to the present value of the gross lease payments due and payable under its Lease as of December 31, 1995, based upon a discount rate of six percent (6%). In the event such Allowed Claim of such Class H Creditor is less than $1.00, such Claim shall be deemed to be Allowed in the amount of $1.00. The Claims of all Guarantors are listed as contingent, disputed and unliquidated in the Schedule of Assets and Liabilities and such Claims shall not be Allowed Claims, except as otherwise provided under the Bankruptcy Code and Bankruptcy Rules.

b. Treatment:

(1) Class H Distribution.

Each Allowed Class H Claim shall receive its Pro Rata share of the Class H Distribution Account on the Initial Payment Date and on each Subsequent Payment Date thereafter, through and including the Final Payment Date.

(2) Promotion and Servicing Agreement.

All Class H Creditors holding Allowed Claims, whether they leased Boards or Kiosks, shall be bound to perform all of their respective obligations under a Promotion and Servicing Agreement which shall be in substantially the form attached to the Plan as a part of Exhibit D-2, unless an individual Class H Creditor indicates on the Promotion and Servicing Agreement Election Form for Lessees and Owners prior to the initial deadline set for voting on the Plan an intent not to be bound by the Promotion and Servicing Agreement. All Holders of Allowed Class H Claims that are bound by the Promotion and Servicing Agreement shall receive a Pro Rata share of Future Advertising Revenue divided among the aggregate of the Holders of Allowed Claims in Classes C, D, E and H bound by the Promotion and Servicing Agreement. In order to receive a distribution of Future Advertising Revenue, Class H Creditors must be bound by the

Promotion and Servicing Agreement. Such Promotion and Servicing Agreement, if entered into, shall supersede and replace, in its entirety, the Advertising Contract, if any. In the event that a Class H Creditor elects not to be bound by the Promotion and Servicing Agreement, the Reorganized Debtor retains whatever rights it may have, if any, to enjoin such Creditor's use of the Equipment arising out of the Reorganized Debtor's software and intellectual property rights relating to the Equipment.

c. Impairment:

Class H is impaired, and the Holders of Allowed Class H Claims are entitled to vote to accept or reject the Plan.

ARTICLE III.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Voting By Impaired Classes.

Each Holder of an Allowed Claim in Classes C, D, E, F and H is entitled to vote either to accept or to reject the Plan. Only those votes cast by Holders of Allowed Claims shall be counted in determining whether acceptances have been received sufficient in number and amount to confirm the Plan.

B. Acceptance By Impaired Classes.

An Impaired Class of Claims shall have accepted the Plan if: (1) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan; and (2) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Interests shall have accepted the Plan if the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of Allowed Interests actually voting in such Class have voted to accept the Plan.

C. Presumed Acceptance/Rejection of Plan.

Classes A and B are unimpaired under the Plan, and, therefore, conclusively are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Class G is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

D. Nonconsensual Confirmation.

Because at least one Class of Claims or Interests is deemed not to accept the Plan, pursuant to section 1129(a)(8) of the Bankruptcy Code, the Debtors, the Participating Lessors and the Committee will request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code. Notwithstanding the foregoing, the Debtors, the Participating Lessors and the Committee shall not request Confirmation of the Plan, and shall withdraw the Plan, if the Plan is not accepted by Classes C, D, E and H, provided that the Committee may waive this requirement with respect to acceptance by Classes D, E and H.

ARTICLE IV.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Assignment Of Executory Contracts And Unexpired Leases.

1. Assumptions and Assignments Generally.

Except as otherwise provided in the Plan, in any order of the Bankruptcy Court, or in any contract, instrument, release, indenture, or other agreement or document incorporated into the Plan or entered into in connection with the Plan or the Reorganization Cases, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, each of the executory contracts and unexpired leases set forth in the Merger Agreement (or the exhibits thereto) shall be assumed by the Debtor party thereto as set forth therein, subject to the same rights as such Debtor or Reorganized Debtor held or holds at, on or after the Petition Date to modify and/or terminate such agreements under applicable non-bankruptcy law. Each contract and lease listed in the Merger Agreement (or the exhibits thereto) shall be assumed only to the extent, if any, that it constitutes an executory contract or unexpired lease on the Effective Date, and the listing of such contract or lease in the Merger Agreement shall not constitute an admission by a Debtor or Reorganized Debtor that such contract or lease is an executory contract or unexpired lease or that the Debtor or Reorganized Debtor has any liability thereunder.

2. Approval Of Assumptions and Assignments.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions and assignments described in this Article IV pursuant to section 365 of the Bankruptcy Code as of the Effective Date, except as otherwise provided for herein.

3. Objections To Assumption and Assignments Of Executory Contracts And Unexpired Leases.

To the extent that any party to an executory contract or unexpired lease identified for assumption or any other party in interest (a) asserts arrearages or damages pursuant to section 365(b)(1) of the Bankruptcy Code in an amount different from the amount, if any, set forth in the Merger Agreement (or the exhibits thereto), (b) has any objection to the proposed adequate assurance of future performance, if required, or (c) has any other objection to the proposed assumption, cure or assignment of a particular executory contract or unexpired lease on the terms and conditions provided for herein, all such asserted arrearages and any other objections shall be Filed and served within the same deadline and in the same manner established for filing objections to Confirmation.

Failure to assert any arrearages different from the amount set forth in the Merger Agreement (or the exhibits thereto), or to file an objection within the time period set forth above, shall constitute consent to the assumption, cure and assignment on the terms provided for herein, including acknowledgment that (a) the Debtors (or their assignees) have provided adequate assurance of future performance, if required, (b) the amount identified for "cure," if any, is the amount necessary to compensate for any and all outstanding defaults or actual pecuniary loss under the executory contract or unexpired lease to be assumed, and (c) no other defaults exist under such executory contract or unexpired lease.

If an objection to assumption and assignment is Filed based upon lack of adequate assurance of future performance or otherwise, and the Bankruptcy Court determines that the pertinent Debtor cannot assume the executory contract or unexpired lease either as proposed or as may be proposed pursuant to a modified proposal submitted by the pertinent Debtor, then the unexpired lease or executory contract shall automatically thereupon be deemed to have been rejected pursuant to Section B.1 below.

4. Payments Related To Assumption Of Executory Contracts And Unexpired Leases.

Any monetary defaults, including claims for actual pecuniary loss, under each executory contract and unexpired lease to be assumed under the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount, if any, as otherwise agreed by the parties, or as ordered by the Bankruptcy Court in Cash within 120 days following the Effective Date, or on such other terms as may be agreed to by the parties to such executory contract or unexpired lease. In the event of a dispute regarding (a) the amount of any cure or pecuniary loss payment, (b) the ability of the Reorganized Debtor to provide adequate assurance of future performance under the contract or lease to be assumed, if required, or (c) any other matter pertaining to assumption, the cure or pecuniary loss payments required by section 365(b)(1) of the Bankruptcy Code shall be made within a reasonable time following entry of a Final Order resolving the dispute and approving assumption.

B. Executory Contracts And Unexpired Leases To Be Rejected.

1. Rejections Generally.

As of the Confirmation Date, each executory contract or unexpired lease of a Debtor that has not been previously assumed by order of the Bankruptcy Court, that is not the subject of a motion Filed by a Debtor, the Committee, or the Distribution Trustee to assume, and is not assumed under section A.1 above, shall be rejected.

2. Approval Of Rejections.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejection of executory contracts and unexpired leases as provided herein, pursuant to section 365 of the Bankruptcy Code, as of the Confirmation Date.

3. Objections To Rejection Of Executory Contracts And Unexpired Leases.

Any party in interest wishing to object to the rejection of an executory contract or unexpired lease identified for rejection as provided for herein shall, within the same deadline and in the same manner established for filing objections to Confirmation, file any objection to such rejection. Failure to file any such objection within the time period set forth above shall constitute consent to the rejection.

4. Bar Date For Rejection Damages.

If the rejection of an executory contract or unexpired lease pursuant to Section B.1 above gives rise to a Claim by the other party or parties to such contract or lease, such Claim, to the extent that it is timely Filed and is an Allowed Claim, shall be classified in Class F; *provided, however*, that the Unsecured Claim arising from rejection shall be forever barred and shall not be enforceable against a Debtor, Reorganized Debtor, Distribution Trust, Distribution Trustee, their successors or properties, unless a proof of Claim is Filed and served on the Distribution Trustee within 30 days after the date of the notice of the entry of an order of the Bankruptcy Court authorizing rejection of the executory contract or unexpired lease, which order may be the Confirmation Order.

C. Amendment To Exhibits Identifying Executory Contracts And Unexpired Leases To Be Assumed Or Rejected.

The Committee, or the Debtors with the consent of the Committee, may alter the executory contracts and unexpired leases to be assumed or rejected if, at least 10 days prior to the hearing on Confirmation of the Plan, the Debtor or the Committee provides notice to any parties to the executory contracts or unexpired leases affected thereby and to the parties on the then-applicable special notice list in the Reorganization Cases.

ARTICLE V.

SUBSTANTIVE CONSOLIDATION

Unless the Estates are substantively consolidated by motion prior to the Confirmation Hearing, effective as of the Effective Date, the Estates of the Debtors, and all of their assets and liabilities, shall be pooled and substantively consolidated into a single Estate, eliminating thereby any intercompany claims and liabilities of any kind. All Claims of a Holder of any kind against any of the Debtors shall be deemed a single Claim against the consolidated Estate. Any Creditor that asserts Claims against two or more Debtors based on their joint liability (including any Creditor who asserts Claims against one Debtor as primary obligor and against another Debtor or Debtors as guarantor or indemnitor) will hold only one such Claim against the consolidated Estate, and any duplicative Claims against any other Debtor will be disallowed.

ARTICLE VI.

THE DISTRIBUTION TRUST AND THE DISTRIBUTION TRUSTEE

A. Creation of Distribution Trust; Transfer of Assets to the Distribution Trust.

To provide for the distributions described in the Plan, there is hereby created and established a Distribution Trust. Subject to the provisions of Section IX.A. hereof, on the Effective Date, each Debtor shall transfer and assign, or cause to be transferred and assigned, to the Distribution Trust all Cash and all Causes of Action. Subject to the provisions of Section IX.A. hereof, upon the Effective Date, title to all Cash and all Causes of Action of each Debtor shall pass to the Distribution Trust, free and clear of all Claims and liens in accordance with sections 363 and 1141 of the Bankruptcy Code, except liens of the Lenders. The Holders of Claims against the Debtors shall be the sole and exclusive beneficiaries of the Distribution Trust.

B. Assumption of Distribution Obligations.

In consideration for the property to be transferred to the Distribution Trust pursuant to Section VI.A of the Plan, the Distribution Trustee shall assume the Debtors' obligations to make distributions in accordance with the Plan, limited to the distributions expressly provided for in the Plan, and limited to the Cash available to the Distribution Trust at the Effective Date from the consolidated Estate and such amounts collected by the Distribution Trustee from recoveries on Causes of Action. The sole and exclusive purpose of the Distribution Trust shall be the pursuit of the Causes of Action, resolution of claims and the making of distributions required by this Plan.

C. Duties of the Distribution Trustee and its Counsel.

In addition to its duties as set forth elsewhere in this Plan, the Distribution Trustee may continue, or if not already commenced, pursue and prosecute Causes of Action which may be available to the consolidated Estate, in the sole and exclusive discretion of the Distribution Trustee. The Distribution Trustee may settle any action or Claim requiring a payment by the Distribution Trust or involving a payment to the Distribution Trust in the amount of $50,000 or less without need of Bankruptcy Court approval; *provided, however*, the Distribution Trustee shall not settle any controversy with any Insider regarding more than $10,000 or requiring a payment by the Distribution Trust of more than $5,000 except by Bankruptcy Court approval of such settlement. The Distribution Trustee shall be authorized, directed and empowered to collect (either directly for the Distribution Trust or by compelling payment to the Plan beneficiary entitled thereto) all assets of the consolidated Estate. All Cash held by the Distribution

Trustee in the Distribution Trust shall be maintained in an interest-bearing account in accordance with section 345 of the Bankruptcy Code for the benefit of the Persons and Entities entitled to distributions and payments under the Plan. The Distribution Trustee shall be paid reasonable compensation for its services performed hereunder from the Post-Confirmation Reserve Fund.

D. Rights of the Distribution Trustee.

In order to carry out its duties under the Plan, the Distribution Trustee, in addition to its additional rights hereunder, shall have the right, but not the obligation, to (i) retain and compensate DBGM, Professionals and other Persons and Entities to assist the Distribution Trustee in the performance of its duties hereunder, and (ii) employ such other procedures as are necessary for the Distribution Trustee to perform its duties hereunder, such procedures subject to approval by the Bankruptcy Court to the extent they differ from the procedures set forth in the Plan. The Distribution Trustee shall have the right to disburse funds from the Distribution Trust for such purposes; *provided, however*, that until the Lender Claims are paid in full, the Distribution Trustee shall obtain the consent of the Participating Lessors and the Committee, not to be unreasonably withheld, prior to payment of any Professional for services rendered after the Confirmation Date. Except as otherwise provided herein, the Distribution Trustee shall have sole and exclusive discretion with respect to the performance of its duties under the Plan, including, but not limited to, any decisions regarding the liquidation or abandonment of the Causes of Action of the consolidated Estate, the declaration of Subsequent Payment Dates, the determination of reserve funds and the making of distributions other than distributions on the Final Payment Date.

E. Disbursing Agent.

The Distribution Trustee, or its designee or assignee, shall act as its own disbursing agent under the Plan and shall establish such accounts as may be necessary or desirable to effectuate payments as provided for in the Plan.

ARTICLE VII.

PROVISIONS FOR TREATMENT OF DISPUTED, CONTINGENT, UNLIQUIDATED AND UNKNOWN ADMINISTRATIVE EXPENSE CLAIMS, CLAIMS AND INTERESTS

A. Resolution of Disputed Administrative Expense Claims and Disputed Claims.

1. Prosecution of Objections to Claims by the Distribution Trustee and Its Counsel.

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Committee and the Distribution Trustee shall have the exclusive right to make and File objections to Administrative Claims, Claims and Interests, and shall serve a copy of each objection upon the Holder of the Disputed Administrative Claim, Disputed Claim or Disputed Interest to which the objection is made. Except as expressly set forth herein, nothing in the Plan, the Confirmation Order or any order in aid of confirmation of the Plan, shall constitute, or be deemed to constitute, a waiver or release of any claim, cause of action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the commencement of the Reorganization Cases, and/or thereafter, against or with respect to any Claim or Interest. Upon confirmation of the Plan, the Committee and the Distribution Trustee shall have, retain, reserve and be entitled to assert all such claims, causes of action, rights of setoff and other legal or equitable defenses which the Debtors had immediately prior to the commencement of the Reorganization Cases fully as if the Reorganization Cases had not been commenced. The Distribution Trustee and the Committee may settle any controversy regarding $50,000 or less or requiring a payment by the Distribution Trust or involving a payment to the Distribution Trust in the amount of $50,000 or less without need of Bankruptcy Court approval; *provided, however*, the Distribution Trustee and the Committee shall not settle any controversy with any Insider regarding more than $10,000 or requiring a payment by the Distribution Trust of more than $5,000 except by Bankruptcy Court approval of such settlement.

2. Estimation of Claims.

The Distribution Trustee may, at any time, request that the Bankruptcy Court estimate any Contingent Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors, the Committee, or the Distribution Trustee have previously objected to such Claim, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event

that the Bankruptcy Court estimates any Contingent Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on the Allowed amount of such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Allowed amount of such Claim, the Distribution Trustee or the Committee may elect to pursue any supplemental proceedings to object to the ultimate payment of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. Until such time as a Contingent Claim becomes fixed and absolute, such Claim shall be treated as a Disputed Claim for purposes related to allocations and distributions under this Plan.

3. Payments and Distributions on Disputed Claims.

On the Initial Payment Date and on each Subsequent Payment Date thereafter, the Distribution Trustee shall reserve from the Distribution Trust such Cash as is necessary to fund the Disputed Claims Reserve Fund. In determining the amount of Cash to reserve for the Disputed Claims Reserve Fund, the Distribution Trustee shall be entitled to rely upon the estimation, if any, of any Disputed Claims pursuant to Section VII.A.2 of the Plan to determine the amount of Cash so reserved, without objection by the Holder of the Disputed Claim. As and when authorized by a Final Order, Disputed Claims that become Allowed Claims shall be paid first from the Disputed Claims Reserve Fund and second from the Distribution Trust, such that the Holder of such Allowed Claim receives all payments and distributions to which such Holder is entitled under the Plan. Any Cash remaining in the Disputed Claims Reserve Fund after final determination of all Disputed Claims shall be treated as Cash available for distribution, as provided in Section X.F. of the Plan, except to the extent the Distribution Trustee determines that any portion thereof should be allocated to the Post-Confirmation Reserve Fund. Notwithstanding any provision in the Plan to the contrary, no partial payments and no partial distributions will be made with respect to a Disputed Claim until the resolution of such disputes by settlement or Final Order. Notwithstanding the foregoing, any Person or Entity who holds both (an) Allowed Claim(s) and (a) Disputed Claim(s) will receive the appropriate payment or distribution on the Allowed Claim(s), although no payment or distribution will be made on the Disputed Claim(s) until such dispute is resolved by settlement or Final Order.

B. Allowance of Claims and Interests.

Except as expressly provided herein, no Claim or Interest shall be deemed Allowed by virtue of the Plan, Confirmation of the Plan or any order of the Bankruptcy

Court in the Reorganization Cases, unless and until such Claim or Interest is deemed Allowed under the Bankruptcy Code or the Bankruptcy Court enters a Final Order in the Reorganization Cases allowing such Claim or Interest. Subsequent to Confirmation, the Distribution Trustee, on behalf of the consolidated Estate, shall have and retain any and all rights and defenses the Debtors had with respect to any Claim or Interest as of the Petition Date. Unless an earlier time is set by order of the Bankruptcy Court, all objections to Claims and Interests shall be Filed with the Bankruptcy Court and served upon the holders of each of the Claims and Interests to which objections are made by the later of (i) one hundred eighty (180) days after the Effective Date, and (ii) one hundred eighty (180) days after a proof of claim with respect to such Claim is Filed.

C. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Equity Interests, are impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy prior to the Confirmation Date.

ARTICLE VIII.

MAINTENANCE OF CAUSES OF ACTION

Any rights or Causes of Action under any theory of law, including, without limitation, under the Bankruptcy Code accruing to the Debtors shall remain Assets of the consolidated Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and shall be transferred to the Distribution Trust pursuant to Article VII of the Plan. From and after the Effective Date, the Distribution Trustee may litigate any avoidance, recovery or subordination actions under sections 510, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, or any other Causes of Action or rights to payments of claims that belong to the Debtors that may be pending on the Effective Date or instituted by the Distribution Trustee after the Effective Date. Absent a determination by the Bankruptcy Court or another court of competent jurisdiction that a conflict of interest exists in so doing, the Distribution Trustee shall retain DBGM as its counsel to pursue the rights and Causes of Action against Insiders or other parties related to the Debtors, but shall retain the right, for cause shown and with the consent of the Committee and the Participating Lessors, to terminate such employment and to hire other counsel to pursue such Causes of Action. The Distribution Trustee retains the right, in its sole and exclusive discretion, to hire other counsel with respect to all other Causes of Action. The fees of DBGM for such services shall not exceed 33-1/3% of any recoveries on account of such rights or Causes of Action or such lesser amount as allowed under the laws of the State in which any such right or Cause of Action is pursued.

In addition, the Plan Proponents have been informed that DBGM will File the DBGM Application with the Bankruptcy Court seeking allowance and payment, under section 503(b)(3)(D) of the Bankruptcy Code, for fees, costs and expenses incurred prior to the date of closing of the merger of the consolidated Debtors and In-Store, based on the substantial contribution of DBGM to the Reorganization Cases. After the date of filing of the Disclosure Statement, DBGM, on behalf of its clients, will not pursue discovery or take any action in the Reorganization Cases or any other case or proceeding against the Participating Lessors, unless required to do so by an order of a court in which such case or proceeding is pending and will rely instead on the discovery conducted by the Committee. In addition, any fees, costs and expenses incurred by DBGM in connection with litigation against Lessors other than Participating Lessors after the date of filing of the Disclosure Statement will be segregated by DBGM (the "Segregated Fees, Costs and Expenses") from amounts for which DBGM will seek allowance and payment in the DBGM Application and DBGM will not seek allowance and payment from the Estates of the Segregated Fees, Costs and Expenses.

The Plan Proponents and the Participating Lessors acknowledge their belief that DBGM has made a substantial contribution to the Reorganization Cases. The Plan Proponents also understand that DBGM has submitted to counsel for the Committee evidence of the fees, costs and expenses for which it seeks reimbursement, in order to allow the Committee to determine whether in its opinion such fees, costs and expenses are reasonable. DBGM has agreed that such submission shall be a condition precedent to the Allowance of any fees, costs and expenses to DBGM in the Reorganization Cases. The Plan Proponents believe that it is appropriate for the Committee to review the fees, costs and expenses of DBGM as a fiduciary of the Estates. The Committee informed DBGM that it believes DBGM's fees, costs and expenses through December 31, 1996 are reasonable in an amount of $1,500,000.00. All other Plan Proponents, the Participating Lessors and In-Store acknowledge that they have no objection to Allowance of a Claim of DBGM pursuant to Section 503(b)(3)(D) of the Bankruptcy Code in the amount of $1,500,000.00. Nothing contained herein constitutes an agreement, express or implied, to fix the fees or compensation to be paid to DBGM. Any payment of fees and expenses to DBGM is subject to the approval of the Bankruptcy Court as reasonable.

Such fees, costs and expenses, to the extent Allowed, will be paid as an Administrative Claim on, and in no event prior to, the date of the merger of the consolidated Debtors with In-Store, provided that, in the event a merger of the consolidated Debtors and In-Store does not occur on or prior to the Effective Date, such Allowed fees, costs and expenses of DBGM shall be paid on the Effective Date. The funds necessary to pay such fees, costs and expenses, to the extent Allowed, will be provided by the Participating Lessors as part of the Tranche B DIP Financing and will not affect amounts available for distribution to Creditors of the Estates. The

Participating Lessors shall not receive any payment on account of that portion of the Tranche B DIP Financing advanced for the payment of the fees, costs and expenses of DBGM until all Allowed Claims in Classes C, D, E, F and H have been paid as provided herein.

The Distribution Trustee may settle any controversy regarding $50,000 or less without need of Bankruptcy Court approval; *provided, however*, the Distribution Trustee shall not settle any controversy with any Insider regarding more than $10,000 or requiring a payment by the Distribution Trust of more than $5,000 except by Bankruptcy Court approval of such settlement. The Distribution Trustee, in its sole discretion, may pursue or may refrain from pursuing any rights of action; *provided, however*, that while the Lender Claims are unpaid, the Participating Lessors may elect to prosecute a Cause of Action on behalf of the consolidated Estate if the Distribution Trustee elects to refrain from pursuing such Cause of Action. Except as provided herein, no other entity may pursue any such rights of action.

ARTICLE IX.

MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN

A. Merger.

On or prior to the Effective Date, In-Store and the Consolidated Debtors will be merged pursuant to the Merger Agreement, with the consolidated Reorganized Debtor being the surviving company. Upon such merger, the Reorganized Debtor will succeed to all of the assets of the Debtors and In-Store, but will succeed to the liabilities of the Debtors only as provided in the Plan. The issued and outstanding stock of the Debtors will be cancelled and will be of no force or effect. The Reorganized Debtor will authorize and issue new common stock as provided in the Merger Agreement. Immediately following the merger, the Reorganized Debtor will change its name to In-Store Promotions, Inc. The entry of the Confirmation Order shall be deemed approval by the Bankruptcy Court of the merger on the terms and conditions set forth in the Merger Agreement. Upon entry of the Confirmation Order, the Debtors, the Estates, the Distribution Trustee, the Lessors, the Committee and In-Store shall be authorized and directed to consummate the merger and execute any and all documents necessary and appropriate to effectuate the merger.

On the date required by the Merger Agreement, the appropriate officers of the Debtors shall file with the Florida Secretary of State the Certificate of Merger with the Merger Agreement attached. Holders of Interests in the Debtors shall be deemed to have

voted on the Confirmation Date in favor of the merger and shall not be entitled to cause the Debtors or the Reorganized Debtor (as the case may be) not to consummate the merger. Neither the Holders of Interests in the Debtors nor any Holder of common stock of the Reorganized Debtor shall be entitled to any appraisal rights in connection with the merger.

B. Intentionally Omitted.

C. Funding Of Plan.

1. Cash Payments.

Funds to make Cash payments required by the Plan shall be provided from the Cash available in the consolidated Estate at the Effective Date, Cash from the operations of the Reorganized Debtor, proceeds of the Causes of Action of the consolidated Estate, and the funds to be paid by In-Store pursuant to the Merger Agreement, all to the extent set forth herein and in the Disclosure Statement. The balance of any Cash required to make Cash Payments to confirm the Plan shall be provided by loans from the Participating Lessors to the Debtors as Tranche B DIP Financing. Those funds to be paid by In-Store will be generated from In-Store's own financing sources as set forth in the Merger Agreement.

2. Indemnification Claims Against the Debtor.

Each Participating Lessor shall be deemed to hold an Allowed Unsecured Claim against the Debtors in the dollar amount of all concessions granted to Participating Lessees under the Plan, but only to the extent such Claims are Allowed pursuant to an order of the Court. Each Participating Lessor shall be permitted to vote such Unsecured Claim for, or against, the Plan. Any distribution to the Participating Lessor on account of such Claim shall be contributed to the Distribution Trust by such Participating Lessor, effective as of the Effective Date.

3. Reorganized Debtor Stock.

Except for the Reorganized Debtor Stock provided to the Participating Lessors pursuant to the Merger Agreement and distributions on their Allowed Unsecured Claims, and except for repayment of amounts owed under the Financing Order, each Participating Lessor expressly waives all rights to any and all distributions from the Estates and the Distribution Trust. The Reorganized Debtor Stock allocated pursuant to the Merger Agreement to the Participating Lessors shall be contributed by the Participating Lessors to the Distribution Trust for distribution pursuant to the terms hereof.

D. Revesting Of Assets.

Except as otherwise provided in any provision of the Plan, agreements entered into in connection therewith, or the Confirmation Order, on the Effective Date all property of each Debtor's Estate, shall revest in the Reorganized Debtor, free and clear of all Claims, liens, encumbrances and other interests of any Entity, and the Reorganized Debtor may thereafter operate its business and may use, acquire and dispose of property without the supervision or approval by the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules of the United States Bankruptcy Court for the Middle District of Florida, and the guidelines and requirements of the Office of the United States Trustee for the Middle District of Florida, other than those restrictions expressly imposed by the Plan or the Confirmation Order, or agreements entered into in connection therewith. The Charters of each of the Debtors are amended to prohibit the issuance of non-voting equity securities.

The following individuals will serve initially as the officers of the Reorganized Debtor after Confirmation of the Plan: Lewis Green - President, Julie Gordon - Vice President Marketing, Robert Aldrich - Vice President Finance. The Directors will be Lewis Green, Julie Gordon, Robert Aldrich and Peter Diamandes. Such officers and directors shall be authorized to assume their offices as of the Effective Date and shall be authorized to continue to serve in such capacities thereafter pending further action of the Board of Directors or stockholders of the Reorganized Debtor in accordance with applicable state law and the Reorganized Debtor's then-existing certificate of incorporation and bylaws. This designation may be amended at any time prior to the Effective Date upon such notice as may be required by the Bankruptcy Court.

E. Abandonment of Assets.

Pursuant to section 554 of the Bankruptcy Code, following Confirmation, the Reorganized Debtor may, after notice and a hearing, seek to abandon any property of the consolidated Estate that is burdensome or of inconsequential value.

F. Release Of Liens.

Except as otherwise provided in the Plan or in any contract, instrument or other agreement or document created in connection with the Plan, on the Effective Date all liens or other security interests against property of the Estate of each Debtor shall be released and all right, title and interest of any holder of such liens or other security interests shall revert to the Reorganized Debtor.

G. Funding of Post-Confirmation Reserve Fund.

On the Effective Date, the Distribution Trustee shall reserve from distribution $100,000.00 to fund the Post-Confirmation Reserve Fund. Thereafter, from time to time, the Distribution Trustee shall reserve such other Cash and other Assets as the Distribution Trustee shall deem necessary and appropriate, in its sole and exclusive discretion, to fund the Post-Confirmation Reserve Fund from assets otherwise available for payment to Class C, D, E, F and H Creditors. Prior to the Final Payment Date, in the discretion of the Distribution Trustee, funds allocated to the Post-Confirmation Reserve Fund may be released for distribution as otherwise provided herein. Any Cash remaining in the Post-Confirmation Reserve Fund after the discharge of all of the Distribution Trustee's duties hereunder shall be treated as Cash available for distribution, as provided in Section X.F. of the Plan.

H. Cancellation And Surrender Of Instruments, Securities, And Other Documentation.

On the Effective Date, except as otherwise provided by the Plan, all outstanding notes, instruments and other writings evidencing indebtedness shall be deemed canceled and of no further force or effect, without any further action on the part of the Bankruptcy Court or any Person. The holders of such canceled instruments shall have no rights arising from or relating thereto except the rights provided pursuant to the Plan.

I. Setoffs.

Except as otherwise provided in the Plan, agreements entered into in connection therewith, the Confirmation Order, or agreements previously approved by Final Order of the Bankruptcy Court, the Distribution Trustee may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, set off against any Allowed Claim before any distribution is made on account of such Allowed Claim, any and all of the claims, rights and causes of action of any nature that a Debtor, Reorganized Debtor or the Distribution Trust holds against the Holder of such Allowed Claim; *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release of any such claims, rights or causes of action that the Debtor, Reorganized Debtor or Distribution Trust may possess against such Holder. To the extent the Distribution Trustee fails to set off against a Claimant and seeks to collect a claim from such Claimant after a distribution to such claimant pursuant to the Plan on account of its Allowed Claim, the Distribution Trustee shall be entitled to full recovery on its claim against such Claimant.

J. Limitation of Liability.

Neither a Debtor, the Committee, a Reorganized Debtor, the Participating Lessors, the Distribution Trustee nor any of their respective officers, directors, employees, members or agents, nor any Professional employed by any of them shall have or incur any liability to any Person or Entity for any act taken or omission made in good faith in connection with or related to formulating, implementing, confirming, or consummating the Plan (including soliciting acceptances or rejections thereof), the Disclosure Statement or any contract, instrument, release or other agreement or document entered into in connection with the Plan, except as expressly provided in such contract, release or other agreement or document entered into in connection with the Plan. The entry of the Confirmation Order shall constitute the determination by the Bankruptcy Court that the Debtors, the Committee, the Reorganized Debtors, the Distribution Trustee, the Participating Lessors, and each of their respective officers, directors, employees, members or agents, and each Professional employed by any of them have acted in good faith through the Confirmation Date with respect to the foregoing.

K. Corporate Action.

Upon the entry of the Confirmation Order by the Bankruptcy Court, all matters provided under the Plan involving the corporate structure of the Debtors or shareholder action by the Debtors, shall be deemed to be authorized and approved without any requirement of further action by the Debtor or the shareholders, and the Distribution Trustee shall be authorized to take any action described or contemplated hereunder on behalf of all shareholders.

L. Waivers and Releases.

1. Release of Participating Lessors.

Except as specifically set forth herein, effective on the Effective Date, all Persons including but not limited to each of the Debtors and the Estates and each of the Lessees shall be deemed to unconditionally remise, release, and forever discharge the Participating Lessors and their past and present officers, directors, shareholders, employees, agents, attorneys, parents, subsidiaries, affiliates, predecessors in interest (direct or indirect), successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such Persons and Entities (hereinafter collectively the "Released Lessor Parties"), but excluding, particularly, David Neff and any other such individual who is a former employee, officer or director of both (i) the Debtors and (ii) a Participating Lessor, of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and

demands whatsoever, at law or in equity, if any, which any of them ever had, now has, or hereafter can, shall, or may claim to have against any of the Released Lessor Parties for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the Confirmation Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts, provided however, that each Participating Lessor covenants not to pursue any legal action against any assignor or any other party from which it obtained the Leases, or which was in any way involved in such Leases, that would in any fashion result in a Participating Lessee being subjected to suit or demand by such assignor or such other party arising out of or relating to any Lease in which a Participating Lessee claims an interest on the Effective Date. Without limiting the generality of the foregoing, the release from and by the Debtors and the Estates set forth in this Section shall specifically include any and all causes of action, claims, demands, defenses, set-offs and the like under sections 502(d), 542, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. In addition, each of the Lessees consents to entry of an order by the Bankruptcy Court finding that the Leases as modified are valid and binding as between the Released Lessor Parties and Participating Lessees only in accordance with their terms and that the obligations of the Participating Lessees thereunder are not subject to any claims, demands, defenses, set-offs and counter-claims. Such order is for purposes of this Plan only and should not be construed as an acknowledgement or admission by the Lessees as to the validity of the Leases as between any parties other than the Released Lessor Parties and the Participating Lessees, and this Release shall have no effect on the claims of the Lessees against any individual or entity that is not a party to this Plan resulting from either the Leases or any other lease. In addition, each of the Lessees agrees to release any causes of action, claims, suits, counterclaims, liabilities, obligations, defenses, and demands whatsoever, in law or in equity, if any, against the Released Lessor Parties with respect to the revised Leases resulting or arising out of actions, activities, or events occurring prior to the Confirmation Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts.

2. **Release of Participating Lessees.**

Except as specifically set forth herein and except for the obligations of the Participating Lessees under the modified Leases, effective on the Effective Date, each of the Debtors and the Estates and each of the Participating Lessors shall be deemed to unconditionally remise, release, and forever discharge the Participating Lessees and their past and present officers, directors, shareholders, employees, agents, attorneys, parents, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such Persons and Entities (hereinafter collectively the "Released Lessee Parties"); of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever, at law or in equity, if any, which any of them ever had, now has, or hereafter can, shall, or may claim to have against any of the Released Lessee Parties

for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the Confirmation Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts. Without limiting the generality of the foregoing, the release from and by the Debtors and the Estates set forth in this Section shall specifically include any and all causes of action, claims, demands, defenses, set-offs and the like under sections 502(d), 542, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code.

3. Release of the Committee and Certain Officers, Directors or Employees of the Debtors.

Except as specifically set forth herein, effective on the Effective Date, each of the Debtors, Estates, Lessees and each of the Participating Lessors and each Creditor shall be deemed to unconditionally remise, release, and forever discharge the Committee and their attorneys and other professionals retained under section 327 of the Bankruptcy Code, including without limitation the Debtors' attorneys and accountants; and each of the officers, directors, and employees of the Debtors identified in Exhibit E attached hereto, and the heirs, executors, trustees, administrators, successors and assigns of any such Persons and Entities (hereinafter collectively the "Released Estate Parties"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever, at law or in equity, if any, which any of them ever had, now has, or hereafter can, shall, or may claim to have against any of the Released Estate Parties for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the Confirmation Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts. Robert Kellish, the president of Debtors, and Sandra Braddock, the CFO of Debtors, do agree by this Plan to transfer any and all claims they have against Vincens, Manklow, Kent Runnells, and the Hampton, Stoddard law firm to the Distribution Trust, and further agree to fully cooperate with In-Store and the Distribution Trustee to effectuate the Plan.

4. Release of In-Store.

Except as expressly set forth herein and except for the obligations of the In-Store under the Plan, the Confirmation Order and Merger Agreement, effective on the Effective Date, each of the Debtors and the Estates and each of the Participating Lessors and each of the Participating Lessees shall be deemed to unconditionally remise, release and forever discharge In-Store and its past and present officers, directors, shareholders, employees, agents, attorneys, parents, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such person and entities that have been identified to the Participating Lessors, the Debtors and the Committee prior to the Confirmation Date (hereafter collectively the "Released In-Store Parties"); of and from any and all obligations of actions, causes of action, suits, claims,

counterclaims, liabilities, obligations, defenses and demands whatsoever, at law or in equity, if any, which any of them ever had, now has or hereinafter can, shall, or make claim to have against any of the Released In-Store Parties for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the Confirmation Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts.

5. **Provisions Applicable to All Releases.**

Without limiting the generality of the foregoing releases, all Persons, including but not limited to, each of the Debtors, the Estates, the Lessees, the Creditors, and the Participating Lessors expressly release any and all claims and defenses in connection with the matters released about which the parties do not know or suspect to exist in their favor, whether through ignorance, oversight, error, negligible or otherwise, and which, if known, would materially affect their decision to enter into these releases, and to this end each of them, therefore, waives any and all rights under section 1542 of the Civil Code of California (or any similar law, provision or statute) which states in full as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

All Persons including but not limited to, each of the Debtors, the Estates, the Lessees, the Creditors, In-Store, and the Participating Lessors shall be deemed to have knowingly and willingly waived the provisions of section 1542 (or any similar law, provision or statute) and acknowledges and agrees that this waiver is an essential and material term of the releases contained in this Plan. Each party has been afforded the opportunity to review these releases with such parties' legal counsel, and such party understands and acknowledges the significance and consequence of these releases and of the specific waiver of section 1542 of the Civil Code of California (or any similar law, provision or statute). Notwithstanding anything else to the contrary, no claims of the Debtors, the Estates or of any person shall be released as against Jean Francois Vincens, Raymond Manklow, Kent Runnells, and the Hampton, Stoddard law firm. The Released Lessee Parties, the Released Lessor Parties, the Released Estate Parties and the Released In-Store Parties are collectively referred to herein as the "Released Parties."

6. Discharge Of Debtors And Injunction.

Except as otherwise provided in the Plan, in agreements entered into in connection therewith or the Confirmation Order,

a. On the Effective Date, each Debtor shall be deemed discharged and released to the fullest extent permitted by section 1141 of the Bankruptcy Code from all Claims that arose prior to the Effective Date, including without limitation all Secured Claims and Unsecured Claims, and any interest accrued on such Claims from and after the Petition Date, against each Debtor and Debtor in Possession, or any of their assets or properties, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code. The discharge and release shall be effective in each case whether or not: (a) a proof of such Claim or Administrative Claim is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (b) the Claim or Administrative Claim is allowed pursuant to the Bankruptcy Code, or (c) the Holder of the Claim or Administrative Claim has accepted the Plan.

b. All Persons shall be permanently enjoined by section 524 of the Bankruptcy Code from asserting against the Reorganized Debtor, its successors, or its assets or properties any other and further Claims or Administrative Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Confirmation Date. The discharge shall void any judgment against a Debtor or Reorganized Debtor at any time obtained to the extent that it relates to a Claim or Administrative Claim discharged;

c. On or after the Effective Date, all Persons who have held, currently hold or may hold a Claim discharged or terminated pursuant to the terms of the Plan shall be permanently enjoined by section 524 of the Bankruptcy Code from taking any of the following actions on account of any such discharged Claim, except to the extent necessary to enforce the terms of this Plan: (a) commencing or continuing in any manner any action or other proceeding against a Debtor, Reorganized Debtor, its successors, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against a Debtor, Reorganized Debtor, its successors, assets or properties; (c) creating, perfecting or enforcing any lien or encumbrance against a Debtor, Reorganized Debtor, its successors, assets or properties; (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to a Debtor, Reorganized Debtor, its successors, assets or properties; or (e) commencing or continuing any action in any manner in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Any Person violating such injunction may be liable for actual

damages, including costs and attorneys' fees and, in appropriate circumstances, punitive damages; and

d. On or after the Effective Date, all Persons who have held, currently hold or may hold a Claim discharged pursuant to the terms of the Plan shall be permanently enjoined by section 524 of the Bankruptcy Code from commencing or continuing in any manner any action or other proceeding against any party on account of a Claim or cause of action that was property of the Estate, and all such Claims and causes of action shall remain exclusively vested in the Distribution Trustee to the extent such Claims and causes of action were vested in the respective Debtor in Possession.

e. The discharge, releases and injunction provided for herein shall not affect the right of any Person to enforce the terms of the Plan or to commence any action or proceeding to collect the distributions required under the Plan.

7. No Other Releases.

Except as described hereinabove, no Person or Entity and/or any such Person's or Entity's parents, subsidiaries, affiliates, related entities, officers, directors, agents and/or employees shall be released and/or discharged of any liabilities under the Plan except as specifically provided in the Plan. Consequently, except as specifically provided herein, all Persons and Entities shall remain liable to the extent presently provided under any applicable law with respect to any Claims against any such Persons or Entities.

M. Injunction.

All Persons, including but not limited to, all Lessees shall be permanently enjoined from asserting against the Released Lessor Parties, the Released Estate Parties and the Released In-Store Parties, and their successors, or their assets or properties any other or further claims or causes of action based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. On and after the Effective Date, all Persons who have held, currently hold or may hold a claim or cause of action released pursuant to the terms of the Plan shall be permanently enjoined from taking any of the following actions on account of any such released claim or cause of action, (a) commencing or continuing in any manner any action or other proceeding against a Debtor, Reorganized Debtor, Distribution Trust, Distribution Trustee, Participating Lessor, Released Parties, their successors, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against a Debtor, Reorganized Debtor, Distribution Trust, Distribution Trustee, Participating Lessor, Released Parties, their successors, assets or properties;

(c) creating, perfecting or enforcing any lien or encumbrance against a Debtor, Reorganized Debtor, Distribution Trust, Distribution Trustee, Participating Lessor, their successors, assets, or properties, (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to a Debtor, Reorganized Debtor, Distribution Trust, Distribution Trustee, Participating Lessor, Released Parties, their successors, assets or properties, or (e) commencing or continuing any action in any manner in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Any Person violating such injunction may be liable for actual damages, including costs and attorneys' fees and, in appropriate circumstances, punitive damages.

N. Survival and Re-Constitution of the Committee; Authority of the Committee.

Upon Confirmation of the Plan, the Committee shall survive and be deemed re-constituted, comprised of all then-existing members of the Committee willing and able to continue in such capacity. The members of the re-constituted Committee shall be entitled to reimbursement from the Post-Confirmation Reserve Fund of their actual and necessary expenses incurred in connection with discharging their duties and responsibilities hereunder and the Committee's counsel and financial advisors shall be entitled to payment of reasonable fees and reimbursement of actual expenses from the Post-Confirmation Reserve Fund, in each case without need for application to the Bankruptcy Court. Except for those powers and duties specifically reserved to the Distribution Trustee hereunder, the Committee shall be authorized to take any action the Committee deems necessary and appropriate to carry out the provisions, purposes and intents of this Plan, and in such capacity, shall be deemed the sole and exclusive duly authorized representative of the consolidated Estate on and after the Confirmation Date. In addition to the foregoing, the Committee shall consult with and advise the Distribution Trustee regarding the performance and exercise of its rights and responsibilities under the Plan.

O. Effect on Work Product Privilege.

Nothing contained in the Plan shall permit the Distribution Trustee, the Reorganized Debtor, or any other Person or entity to obtain or waive the work product privilege of John D. Goldsmith, Trenam, Kemker, Scharf, Barkin, Frye, O'Neil & Mullis and Walter Burnside, general counsel of the Debtors.

ARTICLE X.

DISTRIBUTIONS

A. General.

1. Cash Payments.

Cash payments made pursuant to the Plan shall be in U.S. Dollars by checks drawn on a domestic bank selected by the Distribution Trustee, or by wire transfer from a domestic bank, at the option of the Distribution Trustee.

2. Compliance With Tax Requirements.

In connection with the Plan, to the extent applicable, the Distribution Trustee in making distributions under the Plan shall comply with all tax withholding and reporting requirements imposed on it by any Governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. The Distribution Trustee may withhold the entire distribution due to any Holder of an Allowed Claim until such time as such Holder provides to the Distribution Trustee the necessary information to comply with any withholding requirements of any governmental unit. Any property so withheld will then be paid by the Distribution Trustee to the appropriate authority. If the Holder of an Allowed Claim fails to provide to the Distribution Trustee the information necessary to comply with any withholding requirements of any governmental unit within six months from the date of first notification by the Distribution Trustee to the Holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then the Holder's distribution shall be treated as an undeliverable distribution in accordance with Section X.C. below.

B. Transmittal of Distributions to Parties Entitled Thereto.

All distributions by check shall be deemed made at the time such check is deposited in the United States mail, postage prepaid. All distributions by wire transfer shall be deemed made as of the date the Federal Reserve or other wire transfer is made. Except as otherwise agreed with the Holder of an Allowed Claim in respect thereof or as provided in the Plan, any property to be distributed on account of an Allowed Claim, Allowed Administrative Claim or Allowed Equity Interest shall be distributed by mail upon compliance by the Holder with the provisions of the Plan to (i) the latest mailing address Filed for the Holder of an Allowed Claim entitled to a distribution, (ii) the latest mailing address Filed for a Holder of a Filed power of attorney designated by the Holder

of such Allowed Claim to receive such distributions, (iii) the latest mailing address Filed for the Holder's transferee as identified in a Filed notice served on the applicable Debtor pursuant to Bankruptcy Rule 3001(e), or (iv) if no such mailing address has been Filed, the mailing address reflected on the Schedules of Assets and Liabilities or in a Debtor's books and records.

C. Undeliverable Distributions.

Except as otherwise provided in the Plan, any distribution of property (Cash or otherwise) under the Plan which is unclaimed after one (1) year following the distribution date shall be forfeited, and such distribution together with all interest earned thereon and shall be distributed in accordance with the provisions of the Plan.

D. Fractional Cents.

Notwithstanding any other provision of the Plan to the contrary, no payment of fractional cents will be made pursuant to the Plan. Cash will be issued to Holders entitled to receive a distribution of Cash in whole cents (rounded to the nearest whole cent when and as necessary).

E. De Minimis Distributions.

No Cash payment of less than Ten Dollars ($10.00) shall be made by the Distribution Trustee in respect of any Allowed Claim unless a request therefor is made in writing by the Holder of such Claim.

F. Distributions to Classes C, D, E, F and H.

1. Creation and Maintenance of Distribution Accounts.

The Distribution Trustee shall establish and maintain the Class C Distribution Account, the Class D Distribution Account, the Class E Distribution Account, the Class F Distribution Account and the Class H Distribution Account for the purpose of calculating the Pro Rata distributions available to Holders of Claims in Classes C, D, E, F and H, respectively. Such Distribution Accounts may be maintained by bookkeeping entries alone; the Distribution Trustee need not (but may) establish separate bank accounts for such purposes.

2. **Allocation of Assets to Distribution Accounts.**

The Class C Distribution Account, the Class D Distribution Account, the Class E Distribution Account, the Class F Distribution Account and the Class H Distribution Account shall be funded and allocated Cash and Assets of the consolidated Estate as follows:

Distribution Account	Allocated Assets
Class C	(a) a Pro Rata share of the Reorganized Debtor Stock divided among the aggregate of Allowed Claims in Classes C, D, E, F and H; and
	(b) (i) until Classes E and F receive a distribution of 25.48% of their Allowed Claims, a Pro Rata share of 25% of Causes of Action, Cash and Assets, divided among the aggregate of Allowed Claims in Classes C, D and H; and (ii) thereafter, a Pro Rata share of Causes of Action, Cash and Assets divided among the aggregate of Allowed Claims in Classes C, D, E, F and H.
Class D	(a) a Pro Rata share of the Reorganized Debtor Stock divided among the aggregate of Allowed Claims in Classes C, D, E, F and H; and
	(b) (i) until Classes E and F receive a distribution of 25.48% of their Allowed Claims, a Pro Rata share of 25% of Causes of Action,

		Cash and Assets, divided among the aggregate of Allowed Claims in Classes C, D and H; and (ii) thereafter, a Pro Rata share of Causes of Action, Cash and Assets divided among the aggregate of Allowed Claims in Classes C, D, E, F and H.
Class E	(a)	A Cash Payment in an amount equal to the lesser of (i) ten percent (10%) of each Holder's Allowed Claims or (ii) a Pro Rata share divided among the aggregate of Allowed Claims in Classes E and F of $100,000.
	(b)	a Pro Rata share of the Reorganized Debtor Stock divided among the aggregate of Allowed Claims in Classes C, D, E, F and H; and
	(c)	(i) a Pro Rata share divided among the aggregate of Allowed Claims in Classes E and F of the first 75% of Causes of Action, Cash and Assets, until Classes E and F receive a distribution of 25.48% of their Allowed Claims; and (ii) thereafter, a Pro Rata share of Causes of Action, Cash and Assets divided among the aggregate of Allowed Claims in Classes C, D, E, F and H.

Class F	(a)	A Cash Payment in an amount equal to the lesser of (i) ten percent (10%) of each Holder's Allowed Claim or (ii) a Pro Rata share divided among the aggregate of Allowed Claims in Classes E and F of $100,000.
	(b)	(i) a Pro Rata share divided among the aggregate of Allowed Claims in Classes E and F of the first 75% of Causes of Action, Cash and Assets, until Classes E and F receives a distribution of 25.48% of their Allowed Claims; and (ii) thereafter, a Pro Rata share of Causes of Action, Cash and Assets divided among the aggregate of Allowed Claims in Classes C, D, E, F and H.
	(c)	a Pro Rata share of the Reorganized Debtor Stock divided among the aggregate of Allowed Claims in Classes C, D, E, F and H.
Class H	(a)	a Pro Rata share of the Reorganized Debtor Stock divided among the aggregate of Allowed Claims in Classes C, D, E, F and H; and
	(b)	(i) until Classes E and F receive a distribution of 25.48% of their Allowed Claims, a Pro Rata share of 25% of Causes of Action,

Cash and Assets, divided among the aggregate of Allowed Claims in Classes C, D and H; and (ii) thereafter, a Pro Rata share of Causes of Action, Cash and Assets divided among the aggregate of Allowed Claims in Classes C, D, E, F and H.

(c) A Cash Payment of a Pro Rata share of $90,000 (which will be funded by the Participating Lessors as part of the Tranche B Dip Financing) divided among the aggregate of Allowed Claims in Class H.

Other than the Cash from In-Store for distribution to Classes E and F, the funding of the Distribution Accounts shall be made from Cash and Assets otherwise available for distribution to Holders of Class C, D, E, F and H Allowed Claims, after payment or establishment of reserves for payment of Administrative Claims (including Lender Claims), Priority Tax Claims, Secured Claims and Priority Claims, as such payments and reserves are required under Article II. hereof.

ARTICLE XI.

CONDITIONS PRECEDENT

A. Conditions Precedent to Confirmation.

1. It is a condition to Confirmation of the Plan that the Confirmation Order is satisfactory to the Committee and the Participating Lessors in form and substance, including that the Confirmation Order shall approve in all respects all of the provisions, terms and conditions of the Plan.

2. It is a condition to Confirmation of the Plan that no less than eighty-five percent (85%) of Lessees become Participating Lessees as of the Effective Date,

measured in terms of aggregate outstanding gross rentals under Leases as of December 31, 1995.

3. It is a condition to Confirmation of the Plan that not less than eighty-five percent (85%) of Lessors become Participating Lessors as of the Confirmation Date, measured in terms of aggregate outstanding gross rentals under Leases as of December 31, 1995.

4. It is a condition to Confirmation of the Plan that the Committee shall have completed its discovery as agreed upon between the Committee, the Participating Lessors, and the Debtors with respect to the releases of the Participating Lessors and the Debtors set forth in Sections IX.L.1 and IX.L.3 of the Plan and shall not have withdrawn its support for the Plan.

5. It is a condition to Confirmation of the Plan that the Court enter an order that resolicitation of votes is not required with respect to the Plan.

B. Conditions Precedent to Consummation.

1. It is a condition to Consummation of the Plan that the Confirmation Order shall have become a Final Order.

2. It is a condition to Consummation of the Plan that the Merger Agreement shall have been duly executed and delivered and shall have closed in accordance with its terms.

3. It is a condition to Consummation of the Plan that all other documents and agreements necessary to effectuate this Plan and the Merger Agreement have been executed and delivered.

C. Intentionally Omitted.

D. Waiver of Conditions.

The Committee and the Participating Lessors may waive any of the conditions to Confirmation of the Plan and/or to Consummation of the Plan, in whole or in part, set forth in Sections XI.A.1 and XI.B. of the Plan (other than the conditions set forth in Section XI.B.1, which shall be waivable only by the Participating Lessors). The Participating Lessors may waive the condition set forth in Section XI.A.2 of the Plan; *provided, however*, that in the event that less than eighty-five percent (85%) of Lessees become Participating Lessees as of the Effective Date, measured in terms of aggregate

outstanding gross rentals under Leases as of December 31, 1995, the Committee, on behalf of all Participating Lessees, shall have the right, but not the obligation, to withdraw the Plan. The Committee, on behalf of all Participating Lessees may waive the conditions set forth in Sections XI.A.3 and XI.A.4 of the Plan. FINOVA Capital Corporation shall have the sole and exclusive right to waive the condition set forth in Section XI.A.5 of the Plan. Such waivers may be made at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to confirm and/or consummate the Plan. The Debtors may not waive any condition to Confirmation or Consummation.

E. Effect Of Non-Occurrence Of Conditions To The Effective Date.

If no Confirmation Order has been entered by March 30, 1998, or if the Effective Date has not occurred by April 30, 1998, or each by such later dates as are proposed by the Committee and the Participating Lessors and approved by order of the Bankruptcy Court on notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order shall be vacated, the Plan shall not become effective and shall be null and void, and nothing contained in the Plan or in any document executed pursuant thereto shall (1) constitute a waiver or release of any Claims by or against a Debtor; or (2) prejudice in any manner the rights of the Debtors or their Creditors in any further proceedings.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding entry of the Confirmation Order or the Effective Date having occurred, the Reorganization Cases having been closed or a Final Decree having been entered, the Bankruptcy Court shall have jurisdiction of matters arising out of, and related to the Reorganization Cases and the Plan pursuant to, and for the purposes of, sections 105(a), 1127, 1142 and 1144 of the Bankruptcy Code and for, among other things, the following purposes:

1. To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of Claims resulting therefrom.

2. To determine any and all pending adversary proceedings, applications, and contested matters.

3. To ensure that distributions are accomplished as provided herein.

4. To hear and determine any objections to Administrative Claims, to proofs of claims or to Claims and Equity Interests filed, and/or asserted both before and after the Confirmation Date, including any objections to the classification of any Claim or Equity Interest, and to allow or disallow any Disputed Administrative Claims, Disputed Claim, or Disputed Interest, in whole or in part.

5. To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated.

6. To issue such orders in aid of execution of the Plan as may be necessary and appropriate, to the extent authorized by section 1142 of the Bankruptcy Code.

7. To protect the property of the consolidated Estate from adverse claims or interference inconsistent with the Plan, including to hear actions to quiet or otherwise clear title to such property based upon the terms and provisions of this Plan, or to determine the Distribution Trustee's exclusive ownership of claims and Causes of Action retained under the Plan.

8. To consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order.

9. To hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Bankruptcy Code for services rendered and expenses incurred prior to the Confirmation Date.

10. To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan.

11. To recover all assets of the Debtors and property of the Estates, wherever located.

12. To hear and determine matters concerning state, local, and federal taxes in accordance with sections 345, 505, and 1146 of the Bankruptcy Code.

13. To hear any other matter not inconsistent with the Bankruptcy Code.

14. To enter a Final Decree closing the Reorganization Cases.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Modification of Plan.

Prior to the entry of the Confirmation Order, the Plan may only be modified with the consent of the Debtors, the Committee and the Participating Lessors, provided that the Plan may be modified without the consent of the Debtors with respect to matters that do not relate to the Debtors including Articles II, VI, VII and Section IX.M, hereof.

B. Withdrawal of Plan.

The Committee, the Participating Lessors, and the Debtors with the consent of the Committee and the Participating Lessors, reserve the right, at any time prior to the entry of the Confirmation Order, to revoke and withdraw the Plan. If the Plan is revoked or withdrawn, then, at the option of the Committee and the Participating Lessors, the Plan shall be deemed null and void. In that event, nothing contained in the Plan shall be deemed to constitute a waiver or release of any Claims by the Debtors, or to prejudice in any manner the rights of the Debtors in any further proceedings.

C. Term of Injunctions or Stays.

Unless otherwise provided, all injunctions or stays provided for in the Reorganization Cases pursuant to sections 105 or 362 of the Bankruptcy Code or otherwise in effect on the Confirmation Date shall remain in full force and effect until the Effective Date, including, without limitation, injunctions issued by the Bankruptcy Court in connection with Adv. Pro. No. 96-202.

D. Failure of Bankruptcy Court to Exercise Jurisdiction.

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction over any matter arising out of the Reorganization Cases, including any of the matters set forth in the Plan, the Plan shall

not prohibit or limit the exercise of jurisdiction by any other court of competent jurisdiction with respect to such matter.

E. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the internal laws of the State of Florida shall govern the construction and implementation of the Plan, without regard to the conflict of laws provisions of the State of Florida.

F. Exemption from Certain Taxes.

Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of a security, or the making or delivery of: instrument of transfer, shall not be subject to any stamp tax or similar tax. Transfers under this Plan that are exempt from taxation pursuant to section 1146(c) of the Bankruptcy Code include the creation of any mortgage, deed of trust, lien or other security interest; the making, revestment or assignment of any lease or sublease, and the transfer of property or the making, revestment or delivery of any deed or other instrument or transfer under, in furtherance of, on in connection with, this Plan, including any deed, bills of sale, pledges, mortgages, deeds of trust or assignments executed in connection with this Plan, agreements entered into in connection therewith, or the Confirmation Order. To the extent that any officer or employee of the Debtors may be held personally responsible for the payment of any amounts to the Florida Department of Revenue ("DOR"), this Plan shall not release such officers or employees from any such liability, except that the DOR shall take no action against the officers or employees of the Debtors so long as payments are made in accordance with the Plan.

G. Headings.

The headings used in the Plan are inserted for convenience only and neither constitute a portion of the Plan nor in any manner shall affect the provisions or interpretation(s) of the Plan.

H. Notices.

All notices, requests and demands to or upon the Debtors, the Committee or the Distribution Trustee to be effective shall be in writing (including, without limitation, by telex or facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of telex notice, when sent, answerback received, or in the case of notice by facsimile

transmission, when received and telephonically confirmed, addressed as follows below or at such other address as may be specified by the relevant party in a manner provided for notice in this section:

To the Debtors:

c/o Recomm Operations, Inc.
4710 Eisenhower Boulevard
Suite F-2
Tampa, Florida

and

John Goldsmith
Trenam, Kemker, Scharf, Barkin,
Frye, O'Neill & Mullis
2700 Barnett Place
101 East Kennedy Boulevard
Tampa, Florida 33601

To the Committee:

Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601
Telephone: (312)861-2000
Telecopy: (312)861-2200
Attn: Matthew N. Kleiman, Esq.

To the Distribution Trustee:

Recomm Distribution Trust
c/o Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601
Telephone: (312)861-2000
Telecopy: (312)861-2200
Attn: Matthew N. Kleiman, Esq.

To the Participating Lessors:

At the address set forth on Exhibit B hereto for each Participating Lessor.

I. Successors And Assigns.

The rights, benefits and obligations of any person named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person or Entity.

J. Entire Agreement.

This Plan supersedes all prior discussions, understandings, agreements and documents pertaining or relating to any subject matter of the Plan.

K. Payment of Statutory Fees.

All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid on or before the Effective Date.

L. Binding Effect.

Except as otherwise provided herein, the Plan shall bind all Holders of Claims and Interests.

M. Severability Of Provisions Of The Plan.

The provisions of this Plan shall not be severable unless such severance is agreed to by the Committee and/or the Distribution Trustee, and such severance would constitute a permissible modification of the Plan pursuant to section 1127 of the Bankruptcy Code.

N. Saturday, Sunday or Legal Holiday.

If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

O. Enforceability.

Should any provision in this Plan be determined to be unenforceable for any reason, such determination shall in no way limit or affect the enforceability and/or operative effect of any other provision of the Plan.

P. Decisions of the Participating Lessors.

Whenever, under this Plan, the Participating Lessors are entitled or required, as a group, to make any election or decision, or render any consent, or waive any provision or condition, the provisions of the Financing Order regarding group determinations shall control. This Section shall in no way modify or abridge the right of each individual Lessor to vote for, or against, the Plan.

Dated: Tampa, Florida
As of January 16, 1998

Respectfully submitted,

OPTICAL TECHNOLOGIES, INC.

By: _____
Its: _____

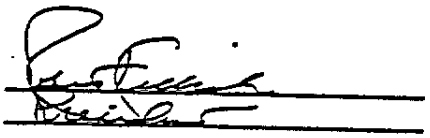
RECOMM OPERATIONS, INC.

By: _____
Its: _____

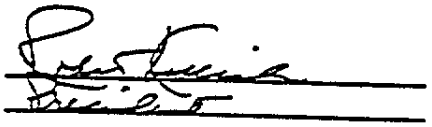
RECOMM ENTERPRISES, INC.

By: _____
Its: _____

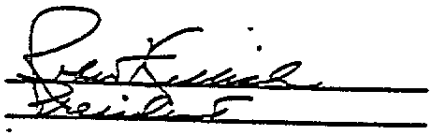
RECOMM
INTERNATIONAL DISPLAY
CORP., LTD.

By: 
Its:

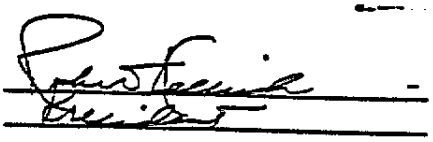
RECOMM
INTERNATIONAL DISPLAY
LTD.

By: 
Its:

RECOMM
INTERNATIONAL
CORPORATION

By: 
Its:

RECOMM
INTERNATIONAL DISPLAY
CORPORATION

By: 
Its:

AUTOMATED TRAVEL
CENTER, INC.

By: _____
Its: _____

OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

_____
One of its attorneys
Matthew N. Kleiman
Kirkland & Ellis
200 E. Randolph Drive
Chicago, IL 60601

PARTICIPATING LESSORS:

_____
One of the attorneys for Lease
Partners Corporation
Vincent Borst
Askovnis & Borst
303 E. Wacker Drive, 10th Floor
Chicago, IL 60601

AUTOMATED TRAVEL
CENTER, INC.

By: _____
Its: _____

OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

_____
One of its attorneys
Matthew N. Kleiman
Kirkland & Ellis
200 E. Randolph Drive
Chicago, IL 60601

PARTICIPATING LESSORS:

_____
One of the attorneys for Lease
Partners Corporation
Vincent Borst
Askovnis & Borst
303 E. Wacker Drive, 10th Floor
Chicago, IL 60601

AUTOMATED TRAVEL CENTER, INC.

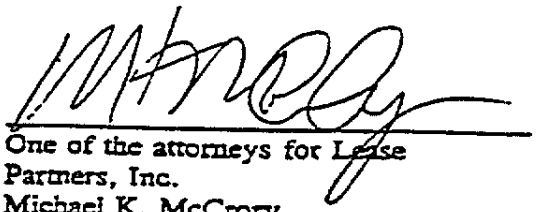
By: _____
Its: _____

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

_____
One of its attorneys
Matthew N. Kleiman
Kirkland & Ellis
200 E. Randolph Drive
Chicago, IL 60601

PARTICIPATING LESSORS:

_____
One of the attorneys for Lease Partners Corporation
Vincent Borst
Askounis & Borst
303 E. Wacker Drive, 10th Floor
Chicago, IL 60601



One of the attorneys for Lease Partners, Inc.
Michael K. McCrory
Barnes & Thornburg
1313 Merchants Bank Building
11 S. Meridian Street
Indianapolis, IN 46204

One of the attorneys for
Colonial Pacific Leasing
Robert Soriano
Carlton Fields
One Harbour Place
P.O. Box 3239
Tampa, Florida 33601

One of the attorneys for Vanguard
Financial Service Corp.
Mark Bernet
Stearns Weaver Miller Weissler
Alhadeff Sitterson, P.A.
401 East Jackson Street
Suite 2200
Tampa, Florida 33602

One of the attorneys for Lease Partners, Inc.
Michael K. McCrory
Barnes & Thornburg
1313 Merchants Bank Building
11 S. Meridian Street
Indianapolis, IN 46204

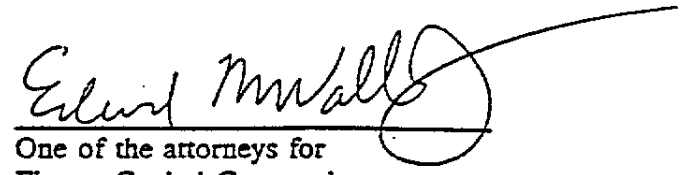
One of the attorneys for Colonial Pacific Leasing
Robert Soriano
Carlton Fields
One Harbour Place
P.O. Box 3239
Tampa, Florida 33601

One of the attorneys for Vanguard Financial Service Corp.
Mark Bernet
Stearns Weaver Miller Weissler Alhadeff Sitterson, P.A.
401 East Jackson Street
Suite 2200
Tampa, Florida 33602

One of the attorneys for Lease Partners, Inc.
Michael K. McCrory
Barnes & Thornburg
1313 Merchants Bank Building
11 S. Meridian Street
Indianapolis, IN 46204

One of the attorneys for Colonial Pacific Leasing
Robert Soriano
Carlton Fields
One Harbour Place
P.O. Box 3239
Tampa, Florida 33601

One of the attorneys for Vanguard Financial Service Corp.
Mark Bernet
Stearns Weaver Miller Weissler Alhadeff Sitterson, P.A.
401 East Jackson Street
Suite 2200
Tampa, Florida 33602



One of the attorneys for
Finova Capital Corporation
Edward M. Waller, Jr., Esq.
Fowler, White, Gillen, Boggs,
Villereal & Banker, P.A.
501 E. Kennedy Blvd. Suite 1700
Tampa, FL 33602

One of the attorneys for
Republic Leasing Company, Inc.
Julianne Farnsworth
McNair Law Firm, P.A.
1301 Gervais St., 18th Floor
Columbia, South Carolina 29201

One of the attorneys for
Whitney National Bank
William T. Finn
Leann Opotowsky
1100 Poydras St.
Suite 2700
New Orleans, LA 70163

One of the attorneys for
Finova Capital Corporation
Edward M. Waller, Jr., Esq.
Fowler, White, Gillen, Boggs,
Villereal & Banker, P.A.
501 E. Kennedy Blvd. Suite 1700
Tampa, FL 33602

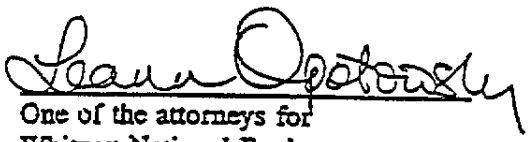
Julianne Farnsworth

One of the attorneys for
Republic Leasing Company, Inc.
Julianne Farnsworth
McNair Law Firm, P.A.
1301 Gervais St., 18th Floor
Columbia, South Carolina 29201

One of the attorneys for
Whitney National Bank
William T. Finn
Leann Opotowsky
1100 Poydras St.
Suite 2700
New Orleans, LA 70163

One of the attorneys for
Finova Capital Corporation
Edward M. Waller, Jr., Esq.
Fowler, White, Gillen, Boggs,
Villereal & Banker, P.A.
501 E. Kennedy Blvd. Suite 1700
Tampa, FL 33602

One of the attorneys for
Republic Leasing Company, Inc.
Julianne Farnsworth
McNair Law Firm, P.A.
1301 Gervais St., 18th Floor
Columbia, South Carolina 29201



One of the attorneys for
Whitney National Bank
William T. Finn
Leann Opotowsky
1100 Poydras St.
Suite 2700
New Orleans, LA 70163

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have caused a true and correct copy of the foregoing Fourth Amended Joint Plan of Reorganization of the Debtors, the Official Committee of Unsecured Creditors and Certain Leasing Companies under Chapter 11 of the Bankruptcy Code and attached exhibits to be served by U. S. Mail upon all parties on the attached service list this 26th day of January, 1998.

Edward M. Waller, Jr.

SERVICE LIST

David H. Cole
Edmonds, Cole, Hargrave et al.
One North Hudson, Suite 200
Oklahoma City, OK 73102

Alan G. Crone
Wilder, Crone Johnston
Mason & Goodwin
5th Floor
8 South Third
Memphis, TN 38103

Paul N. Davis
Butler, Snow, O'Mara, Stevens
& Cannada, PLLC
17th Floor, Deposit Guaranty Plaza
210 E. Capital Street
P. O. Box 22567
Jackson, MS 39225-2567

Jeffrey W. Golan
Barrack, Rodos & Bacine
3300 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103

Frank M. Caprio
Lanier Ford
P. O. Box 2087
Huntsville, AL 35804

Wesley L. Laird
Laird, Woodard and Baker
301 North College Street
Opp, AL 36467

J.W. Doolin
802 S.W. "D" Avenue
Lawton, OK 73501

Karen C. Dyer
Barrett & Gravante
Suite 325
200 E. Robinson Street
Orlando, FL 32801

Judy D. Shapiro
13378 S.W. 128th Street
Miami, FL 33186

Alfred A. Colby
Ketchey Horan
P. O. Box 500
Tampa, FL 33601-0500

Patrick Tinker, Office of
the U. S. Trustee
Suite 110
4919 Memorial Highway
Tampa, FL 33634

Jay Bender
Suite 2000
420 N. 20th Street
Birmingham, AL 35203-3208

Marsha Griffin Rydberg
Suite 2700
100 North Tampa Street
Tampa, FL 33602

Rudy Hiersche
3250 Liberty Tower
100 North Broadway
Oklahoma City, OK 73102

Eric J. Breithaupt
1700 Financial Center
506 North 20th Street
Birmingham, AL 35203

Dennis J. Levine
P. O. Box 707
Tampa, FL 33601

Office of the Attorney General
Economic Crimes Division
c/o Henry Gill, Esq.
Baris Lampert, Esq.
Suite 520
2002 North Lois Avenue
Tampa, FL 33607

Robert Glenn
Glenn Rassmussen & Fogarty
First Union Center, Suite 1300
100 South Ashley Drive
Tampa, FL 33602

A. J. Stan Musial, Jr.
Suite 750
One Urban Center
4830 West Kennedy Blvd.
Tampa, FL 33609

EXHIBIT A

Exhibit A
Discount Table

Schedule of Discounts		
Remaining Payments Due As Of 12/31/95 For Leases With Original Term Of 48 Months	Remaining Payments Due As Of 12/31/95 For Leases With Original Term Of 60 Months	Settlement Discount Applied To PV Of Remaining Payments Due As Of 12/31/95
48	60	36.51%
47	59	36.25%
46	58	36.00%
45	57	35.75%
44	56	35.49%
43	55	35.24%
42	54	34.98%
41	53	34.72%
40	52	34.45%
39	51	34.19%
38	50	31.21%
37	49	30.94%
36	48	28.94%
35	47	28.68%
34	46	26.83%
33	45	26.34%
32	44	24.30%
31	43	23.08%

Schedule of Discounts		
Remaining Payments Due As Of 12/31/95 For Leases With Original Term Of 48 Months	Remaining Payments Due As Of 12/31/95 For Leases With Original Term Of 60 Months	Settlement Discount Applied To PV Of Remaining Payments Due As Of 12/31/95
30	42	21.92%
29	41	21.61%
28	40	19.51%
27	39	19.19%
26	38	18.41%
25	37	18.08%
24	36	17.73%
23	35	17.39%
22	34	17.06%
21	33	16.71%
20	32	16.36%
19	31	16.01%
18	30	15.67%
17	29	15.32%
16	28	14.95%
15	27	14.60%
14	26	14.22%
13	25	13.87%
12	24	13.50%
11	23	13.14%
10	22	12.78%
9	21	12.38%

Schedule of Discounts		
Remaining Payments Due As Of 12/31/95 For Leases With Original Term Of 48 Months	Remaining Payments Due As Of 12/31/95 For Leases With Original Term Of 60 Months	Settlement Discount Applied To PV Of Remaining Payments Due As Of 12/31/95
8	20	11.99%
7	19	11.60%
6	18	11.24%
5	17	10.84%
4	16	10.40%
3	15	10.00%
2	14	9.55%
1	13	9.00%

EXHIBIT B

EXHIBIT B

PARTICIPATING LESSORS

FINOVA Capital Corporation
1850 North Central Avenue
Phoenix, AZ 85002
Attention: James Curtin, Esq.
Facsimile No.: (602) 207-5036

Lease Partners Corporation
303 East Wacker Drive
10th Floor
Chicago, IL 60601
Facsimile No.: (312) 938-4290

Lease Partners, Inc.
303 East Wacker Drive
10th Floor
Chicago, IL 60601
Facsimile No.: (312) 938-4290

Tokai Financial Services, Inc.
c/o Askounis & Borst
303 East Wacker Drive
10th Floor
Chicago, IL 60601
Facsimile No: (312) 938-4290

Colonial Pacific Leasing
7659 Mohawk Street
Post Office Box 1100
Tualatin, OR 97062-1100
Attention: James R. Adler
Facsimile No.: (800) 937-6302

Vanguard Financial Service Corp.
c/o Garfield & Merrill
211 W. Wacker Drive, 15th Floor
Chicago, IL 60606
Attention: Deborah Ashen, Esq.
Facsimile No.: (312) 332-1741

Republic Leasing Company, Inc.
c/o Julianne Farnsworth
McNair Law Firm, P.A.
1301 Gervais St., 18th Floor
Columbia, SC 29201
Facsimile No.: (803) 376-2278

Whitney National Bank
c/o William T. Finn
Leann Opotowsky
1100 Poydras St.
Suite 2700
New Orleans, LA 70163
Facsimile No.: (504) 585-3801

St. James Bank & Trust Company
c/o William T. Finn
Leann Opotowsky
1100 Poydras St.
Suite 2700
New Orleans, LA 70163
Facsimile No.: (504) 585-3801

Textron Financial Corp. and
Avco Leasing Services, Inc.
c/o Mark Bernet
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street
Suite 2200
Tampa, FL 33602

NationsCredit Business Services, Inc.
c/o Mark Bernet
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street
Suite 2200
Tampa, FL 33602

GIC Liquidating Corp. formerly known as GIC Leasing Inc.
c/o Howard S. Toland
Haley, Sinagra & Perez, P.A.
One Financial Plaza
100 Southeast Third Avenue
Suite 1900
Fort Lauderdale, FL 33394
Facsimile No.: (954) 467-1372

TransLeasing International, Inc.
c/o Solove & Solove
Dadeland Towers South, Suite 450
9500 South Dadeland Boulevard
Miami, FL 33156
Facsimile No.: (305) 670-0599

Whiteville Bank
c/o Robert Glenn
Glenn, Rasmussen & Fogarty, P.A.
100 South Ashley Drive, Suite 1300
P.O. Box 3333
Tampa, FL 33601-3333
Facsimile No.: (813) 229-5946

First Bank Richmond, S.B.
d/b/a First Interstate Financial Services, Inc.
and/or First Federal Leasing
c/o Michael Rosenstock
Rosenstock Deegan & Strong, LLP
55 Maple Avenue
Suite 106
Rockville Center, NY 11570
Facsimile No.: (516) 766-6630

First Commercial Bank of Memphis
(formerly known as United American
Bank of Memphis)
c/o Robert Glenn
Glenn, Rasmussen & Fogarty, P.A.
100 South Ashley Drive, Suite 1300
P.O. Box 3333
Tampa, FL 33601-3333
Facsimile No.: (813) 229-5946

Dana Commercial Credit Corporation
c/o W. David Arnold
Nathan & Roberts
644 Spitzer Building
520 Madison Avenue
Toledo, OH 43604-1307
Facsimile No.: (419) 255-7623

Pitney Bowes Credit Corporation
27 Waterview Drive
Shelton, CT 06484-4361
Attn: Keith Williamson
Facsimile No.: (203) 846-5630

Bank of Mississippi d/b/a
First Continental Leasing
successor in interest to Volunteer Bank
c/o J. Patrick Caldwell
Riley, Ford, Caldwell & Cork
207 Court Street
Tupelo, MS 38802
Facsimile No.: (601) 842-9032

Copelco Capital, Inc.
Copelco Funding Corp. IV
Copelco Leasing Corp.
c/o Steven Lippman
Kipnis Tescher Lippman Valinsky & Kain
One Financial Plaza
Suite 2308
Fort Lauderdale, FL 33394
Facsimile No.: (954) 467-2264

Atel Business Credit, Inc.
235 Pine Street, 6th Floor
San Francisco, CA 94104-2701
Attn: Vasco Morais
Facsimile No.: (415) 989-3796

=DOCUMENT #: LA02—499105.3:DATE:01/23/98/TIME:14:20=

EXHIBIT C

[INTENTIONALLY OMITTED]

EXHIBIT D-1

MERGER AGREEMENT

EXHIBIT D-2

3/28/97

IN-STORE PROMOTIONS INC.

PROMOTION AND SERVICING AGREEMENT

CUSTOMER:

Name:
Street:
City:
State:
Phone:
Store FAX:

COMPANY:

IN-STORE PROMOTIONS INC.
1234 Summer Street
Stamford, Connecticut 06901
203-324-4660

I.DEFINITIONS:

a. *CUSTOMER* shall mean the individual or company executing or bound by this agreement who is an owner, lessee, or licensee of an LED Board (the "Board").

b. *KIOSK CUSTOMER* shall mean the individual or company executing or bound by this agreement, which may be amended specifically for Kiosk Customers, who is an owner, lessee, or licensee of a Kiosk (the "Kiosk")

c. *COMPANY* shall mean IN-STORE PROMOTIONS, INC, the provider of the promotional and technical services as contained herein.

d. *TERM* shall mean five (5) years commencing on the "commencement date" as defined herein.

e. *COMMENCEMENT DATE* shall mean the first day of the month succeeding the Effective Date of the Plan as specified in the "Recomm Plan of Reorganization" in Federal Bankruptcy Court for Middle District of Florida, Tampa Division.

f. *ANNUAL ORDER FORM* shall mean the booklet as submitted by the Company to the Customer for the purpose of selecting the Customer's message which will appear on the Board.

g. *ANNUAL OPTIONS* shall mean the options contained in the Annual Order Form from which the Customer may choose to have programmed into its program file by the Company.

h. *CUSTOMER PROGRAM* shall mean that information maintained by the Company for the purpose of creating the diskette to be used by the Customer in the Board.

i. *ANNUAL ORDER FORM MANUAL* (the"Manual") shall mean that booklet provided by the Company which sets forth Customer options for individualized messages which the Customer may use on the Board.

j. *ADVERTISING MESSAGES* shall mean those messages submitted by the Company and to be included on the Board.

k. *PROMOTIONAL MESSAGES* shall mean those messages submitted by the Company, to be included on the Board, which may be accompanied by collateral promotional material to be displayed on site. Such promotional material may be information for the Customer defining the product or service, or materials to be distributed by or made available by the Customer to his customers

2. COMPANY SERVICES:

During the Term of this Agreement, the Company will provide to the Customer a monthly mailing of a computer disk which shall contain the Program as ordered by the Customer as well as certain Advertising and Promotional Messages as defined herein. The Customer shall submit its Annual Order within thirty days from receipt by Company. Additional modifications may be agreed to by the parties in conformance with the Annual Order Form Manual.

The Company will be responsible for the solicitation and inclusion of the Advertising and Promotional Messages which are to be displayed on the Board. In the event the Customer declines to participate in a particular Promotional Program, the Customer shall decline by giving notice by first class mail to the Company no less than seven (7) days after receiving the said program from the Company. THE CUSTOMER MAY REQUEST TO DECLINE TO PARTICPATE IN A PARTICULAR ADVERTISEMENT OR PROMOTION FOR CAUSE, SUCH CAUSE BEING DEFINED IN HIS REJECTION NOTICE. THE

COMPANY RESERVES THE RIGHT TO REJECT A CUSTOMER'S REQUEST NOT TO ACCEPT ADVERTISING OR PROMOTIONAL MATERIAL PROVIDED THAT THE COMPANY'S DECISION IS REASONABLE, MADE IN GOOD FAITH, AND NOTIFICATION IS MADE TO THE CUSTOMER.

Any and all creative product, including but not limited to Advertising and Promotional Materials and any computer software which may from time to time be provided by the Company, shall be the property of the Company and shall not be redistributed by the Customer or any of its agents or assigns without the express written consent of the Company. No alterations and or modifications of the content of any of the Advertising or Promotional Programs or Materials will be permitted unless express written consent of the Company is provided. The Customer will be required to verify compliance with the terms of the Advertising and Promotional Programs at the option of the Company.

COST OF SERVICES:

The Company will charge the Customer for services as follows:

1. For alterations to the Customers monthly program beyond the number set forth in the schedule relating thereto, as may from time to time be published by the Company. The current schedule calls for a charge of $50 per change for any changes exceeding ten(10) per month or twenty five (25) in a calendar year.

2. The cost of shipping and repair of any Board not under warranty or after the expiration of the Term of this agreement.

REVENUE:

The Company will use its best efforts to sell to third parties advertising which will be displayed on the Board subject to the Customers right to decline as contained herein. Thirty per cent (30%) of the gross revenue from advertisements running on the LED board paid to the Company shall be shared by the Customers participating in the running of the advertising and the Kiosk Customers on a per machine basis. In the event a Customer declines to participate in accordance with the conditions as herein set forth, the Customer shall not be entitled to receive its per capita share of the advertising revenues paid to the Company for that advertising so refused. After the third anniversary, the revenue sharing as described herein with respect to the Customers shall be based on the actual advertising on the individual Customer's Board. All revenues shall be accounted for on a cash basis and shall be distributed on quarterly basis.

CUSTOMER'S DUTIES

So long as the Customer retains possession of the Board, the Customer shall display the Board prominently within its store. Customer agrees to operate the Board pursuant to the reasonable directive of the Company which may include but not be limited to periodic changing of the software and the display of collateral advertising and promotional materials which may be free standing from the Board. The Customer affirmatively agrees that it will operate the Board continuously during operating hours. Customer shall reaffirm its participation at the request of the Company from time to time as the Company may so request at its sole discretion. The Company retains the right to physically audit the Customer to determine that the Board is being used in compliance with this Agreement. The Customer recognizes that the Advertising and Promotional messages are the intellectual property of the Company and may not be used, sold, copied, retranscribed or otherwise displayed beyond the terms of this or any other contract between the Customer and the Company, without the express written consent of the Company. The Customer affirmatively agrees that it will not display any advertising on the Board which may compete with any messages then displayed on the Board. The Company may determine what advertising is competing as referenced herein such determination being made in a reasonable manner.

In the event the Customer does not cure the default within the period so prescribed, then in that event the Customer shall pay as and for liquidated damages the sum of one thousand dollars ($1000). Said sum is agreed to by the parties as it is expressly recognizes that real damage to the Company's reputation and market value would result. It is acknowledged that the calculation of said amount would necessitate burdensome participation by the Customer and therefore the set sum of liquidated damages is fair and equitable. The liquidated damage remedy is in addition to any other remedy which the Company may have as a result of other defaults by the Customer or other rights the Company may possess as third party beneficiary or assignee of the rights of other parties.

KIOSK CUSTOMER'S DUTIES

The Kiosk Customer, to qualify for revenue sharing, must maintain safe possession and take appropriate care of the Kiosk and meet his obligations under his Lease Agreement.

OWNERSHIP AND USEAGE

The Company is the owner of the existing diskettes and any diskettes which are to be provided pursuant to this agreement, and the Company has the exclusive rights to provide diskettes for the Board during the term of this Agreement or any extension thereto. The Board can not be used as a display for any other programs

without the express written permission of the Company during the term of this Agreement or any extension thereto. In the event of the termination of this Agreement, the Company retains all of its rights to enjoin the Customer's use of proprietary information.

At the end of this Agreement the Customer shall automatically renew this agreement for another five years unless canceling the agreement by notice in writing to the Company ninety (90) days prior to the end of the Term. If the agreement is not extended the Company shall have first rights of refusal with respect to any new agreements and shall have the opportunity to match any new terms.

DEFAULT

In the event the Customer does not comply with the terms of this Agreement or modification or addition hereto, the Customer shall be deemed to be in default.

NOTICE OF DEFAULT

In the event the Customer is in default, the Company shall send notice of said default via first class mail describing the nature of said default and demanding cure thereof. In the event Customer fails to cure said default within thirty (30) days of the sending of said notice, then the Company may exercise its rights including the right to enjoin the use of the board under applicable laws.

NO WAIVER BY COMPANY

Even if, at the time of a default, the Company does not require immediate cure of said default, the Company will maintain the right to seek a cure unless said right is affirmatively waived in writing by the Company.

MISCELLANEOUS

This Agreement is deemed to be entered into in Hillsborough County, Fl, and is an approved agreement by the Bankruptcy Court. Any dispute arising from this Agreement shall be brought before the Bankruptcy Court or other court of appropriate jurisdiction in Hillsborough County. The Agreements and the rights and obligations of the parties shall be governed by the Laws of the State of Florida.

_____ _____

For the Customer For the Company

LIMITED WARRANTY

IN-STORE PROMOTIONS, INC. a DELAWARE Corporation, having its principal place of business at 1234 SUMMER STREET, STAMFORD, CT 06905 ("Servicer") warrants the LED Display Boards (the "Boards") as follows:

1. Limited Warranty.
Servicer warrants that the Boards covered under its Promotion and Servicing Agreement will be free from defects for a period of sixty (60) months from the date of original purchase. If the Servicer has expended over one million dollars ($1,000,000) in the payment of warranty claims and related expenses under the Limited Warranty, including shipping costs, on the existing Boards, the Warranty period will be reduced to a period of twenty-four (24) months from the date of original purchase. If the Boards do not conform to this Limited Warranty during the warranty period (specified above), Customer shall notify Servicer in writing of the claimed defects and demonstrate to Servicer satisfaction that said defects are covered by this Limited Warranty. Customer must be participating in the Promotion and Servicing Agreement or the Warranty is not valid. If the defects are properly reported to Servicer within the warranty period as described above, and the defects are of such type and nature as to be covered by this Warranty, Servicer shall, at its own expense, furnish, replacement Boards or, at Servicer's option, replacement parts for the defective Boards. During the period of the Warranty, shipping shall be at Servicer's expense and shall be shipped only in accordance with the directives of the Servicer, and after receiving Servicer's written approval. After the Warranty term expires, the cost of shipping shall be the Company's Expense.

2. Other Limits.
THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Servicer does not warrant against damages or defects arising out of improper or abnormal use or handling of the Boards; against defects or damages arising from improper installation (where installation is by persons other than Servicer, its predecessor or Vincent IVF), against defects in Boards or components not originally provided, or against damages resulting from such non- original Boards or components. Servicer passes on to Customer any warranty received from the maker of such Boards or components. This warranty also does not apply to Boards upon which repairs have been effected or attempted by persons other than pursuant to written authorization by Servicer. This Warranty does not apply for Boards that are not at the original location of Customer unless Servicer is so notified and has approved, in writing the new location, such approval not to be unreasonably denied. Further the Customer must maintain insurance on the Boards against all hazards including, but not limited to: fire, theft, and extended coverage insurance. In case of an insurable damage, the Customer shall cause the Servicer to replace the Boards and to be compensated by the insurance provider.

3. Exclusive Obligation.
THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Servicer shall be to repair or replace the defective Boards in the manner and for the period provided above. Servicer shall not have any other obligation with respect to the Boards or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Servicer be liable for incidental, special, or consequential damages.

4. Other Statements.
Servicer's employees or representatives' ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Customer, and are not a part of the contract for sale or this limited warranty.

5. Entire Obligation.
This Limited Warranty states the entire obligation of Servicer with respect to the Boards. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective on the effective date of the Promotion and Servicing Agreement and is by and between In-Store Promotions referred to herein as the ("Developer") and the Customer referred to herein as the ("Licensee") for purposes of this Agreement..

Developer has developed and licensed from Vendes J.V.F. Inc. and licenses to users its software program to be used in the Display Boards (the "Software").

Licensee desires to utilize the Software and is, according to the Promotion and Servicing Agreement, required to use the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License.
Developer hereby grants to Licensee a perpetual, non-exclusive, limited license to use the Software on or for the LED Display Boards (the "Boards") as set forth in this Agreement and other agreements between the Developer and Licensee.

2. Restrictions.
Licensee shall not modify, copy, duplicate, reproduce, license or sub-license the Software, or transfer or convey the Software or any right in the Software to any other person or entity without the prior written consent of Developer. Licensee shall only use the Software in the Boards and at the site and address as specified in the Promotion and Servicing Agreement unless granted permission in writing by the Developer.

Licensee shall not alter, modify or change the Software. The Licensee herein agrees that the Software and all associated patents, copyrights, trademarks, trade names, trade secrets and other intellectual property rights are the exclusive property and constitute a valuable trade secret of Developer. Licensee shall not seek to discover or to disclose any of the trade secrets by disassembling, decompiling or otherwise reverse engineering of the Software.

The source code shall not be disclosed or made available nor should any attempt be made by Licensee to develop or obtain this information. The Licensee shall not make copies or in any way transfer to a third party any of the information contained in the Software, the media in which it is presented or the hardware on which it is used.

3. Fee.
In consideration for the grant of the license and the use of the Software, Licensee agrees to accept and use the diskettes provided by the Developer in accordance with the Promotion and Servicing Agreement. There is no fee for the usage of the Software provided the Licensee is not in default with respect to the Promotion and Servicing Agreement.

4. Warranty of Title.
Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer to either: i) procure, at Developer's expense, the right to use the Software, or ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

5. Warranty of Functionality.

A. Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used in the appropriate Board. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to this warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Developer.

B. In the event of any defect in the media upon which the Software is provided arises, Developer shall provide Licensee a new copy of the Software.

6. Software Maintenance.

During the warranty period, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software.

7. Taxes.

In addition to all other amounts due hereunder, Licensee shall also pay , or reimburse Developer as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

8. Warranty Disclaimer.

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance or whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

10. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

11. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Connecticut.

12. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

13. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

14. Severability.
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. Headings.
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, Developer and Licensee have executed this Agreement effective on the date as above indicated.

EXHIBIT "4"

LICENSING AGREEMENT UNDERSTANDING entered into as of this 12 day of Dec in the year 1996.

BY AND BETWEEN:
VENTES J.V.F. INC., a corporation duly incorporated under the Canada Business Corporation Act having its office and principal place of business at 2323 Halpern, St. Laurent, Province of Quebec. H4S 1S3. herein acting and represented by Mr. Paul Ryan, its president, and referred to herein as JVF

AND:

IN-STORE PROMOTIONS, INC. a corporation duly incorporated in the State of Delaware having its offices in Stamford, CT. and referred to herein as In-Store.

WHEREAS: JVF has designed and built the Boards and the Kiosks. and developed certain proprietary software for the preparation of diskettes and CD's to be used in preparing messages that can be used on the Equipment, and

WHEREAS: JVF, in correspondence with the Parties to the bankruptcy, has informed the Parties that JVF's rights to the proprietary software were being infringed by Recomm, and that, while JVF was willing to allow the existing Network to utilize the software in their equipment during the proceedings of the bankruptcy. JVF requested that the full responsibility for servicing the Network be assigned to In-Store. and

WHEREAS The Parties to the bankruptcy proceedings have not honored the above request, and now JVF is prepared to act in an appropriate manner to protect their Intellectual Property Rights, and to enter into this Agreement with In-Store for operations during the Bankruptcy Action and subsequent to the purchase of the assets by In-Store; and

WHEREAS: In-Store recognizes the Proprietary Intellectual Property Rights of JVF and is entering into this Agreement to secure the use of JVF's software, as it now exists or as modified; and

WHEREAS: In-Store and JVF recognize that this is a Preliminary Agreement which defines intent and will be converted into a Contract at an early date.

NOW THEREFORE:

1. JVF hereby grants to In-Store the exclusive rights to use its software and other Intellectual Property in servicing the existing Network Base, i.e. those who were sold Boards or Kiosks by or were serviced by Recomm.
2. In-Store will pay to JVF a Royalty Fee equal to one dollar ($1.00) per month per Board or Kiosk serviced beginning with the mailings one month after the date of Court Confirmation of the Purchase of the Assets by In-Store.

3. In-Store will pay the above Royalty Fee during the entire term of the Service Agreement unless both parties agree, in writing, on a new payment schedule.
4. JVF agrees that it will work with In-Store to modify the hardware and software and that any improvements will be made available to each other at no additional cost or fee.
5. JVF and In-Store will enter into a separate agreement for the sale of Hardware and Software Systems into the Health Industry and other industries as they are defined. In-Store will have the exclusive rights to the Health Industry for a period of one year from the date of Court Confirmation, and thereafter exclusivity will be retained using a performance criteria to be developed.
6. JVF will immediately serve the Court notice of its intent to protect its rights and will seek the Court's approval to have In-Store manage Recomm's current activities.
7. If the Court does not Confirm the Purchase of the Assets by In-Store:
   a. In case of a liquidation, JVF and In-Store will develop a joint plan to serve the existing Network
   b. In case of another buyer approved by the Court, JVF will enter into an agreement with the new buyer at a royalty fee of not less than $2.00 per Board and Kiosk per month beginning on the first day of the Confirmation, of which In-Store shall be paid a fee of fifty cents ($.50) per equipment per month.
8. This Agreement will be finalized within 30 days of this date, or the terms of this Agreement will be considered null and void.

Signed and agreed to by:

for In-Store
Date: 12/11/96

for JVF
Date: December 11, 1996

EXHIBIT E

RECORD OPERATIONS, INC.
EMPLOYEE LIST

NAME	DATE OF HIRE		JOB TITLE / DESCRIPTION
BRADDOCK, SANDRA	03/25/91		VICE PRESIDENT / CFO
PLEDGER, TRACY	02/21/94		ADMIN. ASST. / ACCT CLERK / RECEPTION
KELLISH, BOB	05/23/92		PRESIDENT
CORTCH, SUSAN	12/14/92	A	INTERNAL AUDITOR / SYSTEMS COORDINATOR
GARCIA, LUCY	10/10/94		ACCOUNTING CLERK / RECEPTION
VACKER, BETSY	05/06/94		ACCOUNTING SUPERVISOR
GRIGNE, DANIELLE	05/19/93		LEGAL ASSISTANT / RECEPTION / LEASING
BURNSIDE, WALTER	12/05/85		ATTORNEY
WALLET, LEO	11/01/85	B	DIRECTOR OPERATIONS / MIS
KIRK, GREG	10/16/95		SENIOR V. P. / OPERATIONS
DALY, BRYAN	05/17/93		MAIL / DISK PRODUCTION
SMITH, STEVE	11/22/94		TECHNICAL DEPT. / MIS
PACICH, MARK	03/13/85		GRAPHICS / IMAGE DESIGNER
KERK, ERIC	07/05/96		DISK PRODUCTION
SMITH, RAND	11/18/93		WAREHOUSE / INVENTORY CONTROL
WELLS, SUSAN	10/15/92		GRAPHICS / IMAGE DESIGNER
WILDER, DAVID	10/22/95	C	GRAPHICS / IMAGE DESIGNER
FINGER, TAD	12/01/92		GRAPHICS / IMAGE DESIGNER
LONGNO, STEVE	06/14/92		SALES / RENTAL SOUTHEAST
TURSE TURBIVILLE	03/21/94		NATIONAL SALES / RENTAL MGR.
WILLSEY, DEANNA	03/03/92		MARKETING OPERATIONS / SUPPORT / RECEPTION
PHILLIPS, STEVE	04/27/96		V. P. SALES / MRKT / CUSTOMER SERVICE
GRINDSTAFF, BETH	12/01/92		CUSTOMER SERVICE / LEASING / RECEPTION

NOTE:
A INDEPENDENT CONTRACTOR FROM 1/92 TO 12/92
B INDEPENDENT CONTRACTOR FROM 10/94 TO 11/95
C INDEPENDENT CONTRACTOR FROM 6/94 TO 10/95

EXHIBIT E

RECORM OPERATIONS, INC.
EMPLOYEE LIST

NAME	DATE OF HIRE		JOB TITLE / DESCRIPTION
BRADDOCK, SANDRA	03/25/91		VICE PRESIDENT / CFO
PLEDGER, TRACY	02/21/94		ADMIN. ASST. / ACCT CLERK / RECEPTION
KELLISH, BOB	05/22/92		PRESIDENT
DORTCH, SUSAN	12/14/92	A	INTERNAL AUDITOR / SYSTEMS COORDINATOR
GARCIA, LUCY	10/10/94		ACCOUNTING CLERK / RECEPTION
VICKERS, BETSY	05/06/94		ACCOUNTING SUPERVISOR
GRIMME, DANIELLE	05/19/93		LEGAL ASSISTANT / RECEPTION / LEASING
BURNSIDE, WALTER	12/05/95		ATTORNEY
WILLET, LEO	11/01/95	B	DIRECTOR OPERATIONS / MIS
KIRK, GREG	10/16/95		SENIOR V. P. / OPERATIONS
DALY, BRYAN	05/17/93		MAIL / DISK PRODUCTION
SMITH, STEVE	11/23/94		TECHNICAL DEPT. / MIS
PACCH, MARK	03/13/95		GRAPHICS / IMAGE DESIGNER
KIRK, ERIC	07/05/96		DISK PRODUCTION
SMITH, RAND	11/19/93		WAREHOUSE / INVENTORY CONTROL
WELLS, SUSAN	10/15/92		GRAPHICS / IMAGE DESIGNER
WILDER, DAVID	10/21/95	C	GRAPHICS / IMAGE DESIGNER
FINGER, TAD	12/01/92		GRAPHICS / IMAGE DESIGNER
LONGNO, STEVE	09/14/92		SALES / RENTAL SOUTHEAST
TURSE TURBEVILLE	03/21/94		NATIONAL SALES / RENTAL MGR.
WILLSEY, DEANNA	02/03/92		MARKETING OPERATIONS / SUPPORT / RECEPTION
PHILLIPS, STEVE	04/27/96		V. P. SALES / MRKT / CUSTOMER SERVICE
GRINDSTAFF, BETH	12/01/92		CUSTOMER SERVICE / LEASING / RECEPTION

NOTE:
A INDEPENDENT CONTRACTOR FROM 1/92 TO 12/92
B INDEPENDENT CONTRACTOR FROM 10/94 TO 11/95
C INDEPENDENT CONTRACTOR FROM 6/94 TO 10/95

SUMMARY FIXED ASSETS TRANSFERRED
RECOMM ENTERPRISES, INC CONSOLIDATED

14	PRINTS (ARTWORK)
8	BOOKCASES
12	CABINETS
64	CHAIRS DESK, KITCHEN. MISC.
7	CREDENZA AND/OR HUTCH
33	DESKS
10	DESK TOP SHELF
78	DIVIDERS VARIOUS SIZES
1	SPACESAVE TRACK & FLOOR SYSTEM W/SHELF UNITS/ FILING SYSTEM
9	FILE CABINET UNITS
49	HON FILE CABINET/METAL
29	SHELVING
4	SILK PLANT
14	TABLES & WORK BENCHES
	27" TV & VCR
	DISHWASHER
	MERIDIAN TELEPHONE SWITCH/PHONES
	CARPET FOR 4710 EISENHOWER
	MICROWAVE
	REFRIGERATOR
1	486/66/8M/260 BOB ALDREDGE POSSESSION
3	CD-ROM
47	COMPUTERS
18	MISC HARDWARE DUPLICATOR, HUBS, ROUTER
1	MAC COMPUTER SYSTEM
4	MONITORS
13	PRINTERS
4	SCANNERS
3	RECOMM SERVERS
2	SCSI TAPE BACKUP
	TRACE PRO ENHANCED AND PERIPHERAL EQUIPMENT
SOFTWARE	PARADOX SOFTWARE
SOFTWARE	SOFTWARE - NOVELL 3.11 - 50 USERS
SOFTWARE	ARC SERVER NML BACKUP SOFTWARE
SOFTWARE	CYMA SITE LICENSE
SOFTWARE	ABRA 2000 SOFTWARE
SOFTWARE	ICON AUTHOR SOFTWARE
SOFTWARE	NOVELL NETWARE
SOFTWARE	NETWARE 4.1 USER
SOFTWARE	NOVEL 25 USER SOFTWARE
SOFTWARE	NOVELL ADVANCED NETWARE
SOFTWARE	NOVEL 25 USER SOFTWARE
SOFTWARE	ARC SERVER BACKUP

Employer Sponsored Benefits

Health Insurance (Cafeteria Plan)	50% Employee/50% Employer
Dental Insurance (Cafeteria Plan)	50% Employee/50% Employer
$15,000 Life Insurance	100% Employer
Disability (Cafeteria Plan)	100% Employee
Life Insurance	100% Employee
401k (Cafeteria Plan)	100% Employee

FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (the "Amendment") is made and entered into effective as of this 2nd day of July, 1998, by and among In-Store Promotions, Inc., a Delaware corporation ("ISP"); Recomm Operations, Inc., Optical Technologies, Inc., Recomm Enterprises, Inc., Recomm International Display Corp., Ltd., Automated Travel Center, Inc., Recomm International Display Corporation, Recomm International Display, Ltd. and Recomm International Corporation (collectively, "Recomm"); and Robert Kellish and Sandra Braddock (the "Stockholders").

RECITALS

WHEREAS, on April 28, 1998, ISP, Recomm and the Stockholders executed an Agreement and Plan of Merger (the "Merger Agreement"); and

WHEREAS, the Merger Agreement has been approved by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division in that certain Order Confirming Fourth Amended Joint Plan of Reorganization of Debtors, the Official Committee of Unsecured Creditors and Certain Leasing Companies Under Chapter 11 of the Bankruptcy Code dated May 13, 1998 (the "Confirmation Order"), entered in the Recomm Chapter 11 cases; and

WHEREAS, ISP, Recomm and the Stockholders now desire to amend the Merger Agreement as set forth below; and

WHEREAS, paragraph 3 (page 15) of the Confirmation Order expressly authorizes and approves any amendments or modifications to the Merger Agreement which are required or reasonably necessary to consummate the transactions contemplated by the Merger Agreement.

NOW, THEREFORE, pursuant to the authority provided in the Confirmation Order, the parties hereto, intending to be legally bound, agree as follows:

1. Sections 2.2 and 2.3 of the Merger Agreement shall be deleted in their entirety and replaced with the following:

> "Section 2.2. Articles of Incorporation. The Articles of Incorporation of Recomm Enterprises, Inc. as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, except that such Articles of Incorporation shall be amended as set forth in the Articles of Merger attached hereto as Exhibit A."
>
> "Section 2.3. Bylaws. The Bylaws of Recomm Enterprises, Inc. as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation."

2. Recommm International Corporation never executed the Merger Agreement, but is bound by the terms of the Merger Agreement pursuant to the Confirmation Order. By its execution below, Recomm International Corporation agrees that it is bound by the terms of the Merger Agreement.

3. Except as set forth above, all of the other provisions of the Merger Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Stockholders, ISP and Recomm have caused this First Amendment to Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized all as of the date first written above.

IN-STORE PROMOTIONS, INC.

By: _____

Its: President

RECOMM OPERATIONS, INC.

By: _____

Its: _____

OPTICAL TECHNOLOGIES, INC.

By: _____

Its: _____

RECOMM ENTERPRISES, INC.

By: _____

Its: _____

RECOMM INTERNATIONAL DISPLAY CORP., LTD.

By: _____

Its: President

AUTOMATED TRAVEL CENTER, INC.

By: _____

Its: President

RECOMM INTERNATIONAL DISPLAY CORPORATION

By: _____

Its: President

RECOMM INTERNATIONAL DISPLAY, LTD.

By: _____

Its: President

RECOMM INTERNATIONAL CORPORATION

By: _____

Its: President

STOCKHOLDERS

Robert Kellish

Sandra Braddock

ARTICLES OF MERGER

OF

IN-STORE PROMOTIONS, INC.

AND

RECOMM ENTERPRISES, INC.

To the Secretary of State

State of Florida

Pursuant to the provisions of the Florida Business Corporation Act governing the merger of a foreign corporation with and into a domestic corporation, the corporations hereinafter named do hereby adopt the following Articles of Merger:

1. The names of the merging corporations are In-Store Promotions, Inc. ("In-Store"), which is a business corporation organized under the laws of the State of Delaware, and the existence of which will cease upon the effective date of the merger herein provided for, and Recomm Enterprises, Inc. ("Recomm Enterprises"), which is a business corporation organized under the laws of the State of Florida and which will be the surviving corporation in the merger herein provided for.

2. Pursuant to that certain Order Granting Debtors' Motion for Summary Judgment on Motion for Substantive Consolidation and Overruling Objections dated April 30, 1998 of the United States Bankruptcy Court for the Middle District of Florida, Tampa Division (the "Bankruptcy Court") entered in the cases of:

Optical Technologies, Inc.;

Recomm Operations, Inc.;

EXHIBIT A

Recomm Enterprises;

Recomm International Display Corp., Ltd.;

Automated Travel Center, Inc.;

Recomm International Display Corporation;

Recomm International Display, Ltd. and

Recomm International Corporation,

in case numbers 96-0805-8P1, 96-1200-8P1 through and including 96-1203-8P1, and 98-2134-8P1 through and including 98-2136-8P1 (collectively, the "Bankruptcy Cases"), a copy of which is attached hereto as Exhibit B, the above-referenced business corporations and limited partnerships organized under the laws of the State of Florida, Texas and California were previously substantively consolidated into Recomm Enterprises which shall be the surviving corporation upon the effective date of the merger herein provided for.

3. The Articles of Incorporation of Recomm Enterprises immediately prior to the effectiveness of the merger shall be the Articles of Incorporation of the surviving corporation following the effective date of the merger unless and until the same shall be amended or repealed in accordance with the provisions thereof, except as provided as follows:

(a) Article I of the Articles of Incorporation shall be amended as follows:

The name of the corporation is In-Store Promotions, Inc.

(b) Article III of the Articles of Incorporation shall be amended as follows:

The maximum number of shares of stock that this corporation is authorized to have outstanding at any time is ten thousand (10,000)

shares of common capital stock, each share having a par value of $1.00 (One Dollar).

4. The By-Laws of Recomm Enterprises immediately prior to the effectiveness of the merger shall be the By-Laws of the surviving corporation following the effective date of the merger unless and until the same shall be amended or repealed in accordance with the provisions thereof.

5. No shareholder approval or adoption of the Agreement and Plan of Merger dated April 28, 1998 (the "Merger Agreement") by and among In-Store, Recomm Enterprises and the other entities listed in paragraph 2 above, and Robert Kellish and Sandra Braddock was required by Recomm Enterprises because the Merger Agreement was approved by the Bankruptcy Court pursuant to the Order Confirming Fourth Amended Joint Plan of Reorganization of Debtors, the Official Committee of Unsecured Creditors and Certain Leasing Companies under Chapter 11 of the Bankruptcy Code dated May 13, 1998 and entered in the Bankruptcy Cases (the "Confirmation Order"). A copy of the Merger Agreement and the Confirmation Order is attached hereto as Exhibit A. The Merger Agreement was approved by the Board of Directors and Stockholders of In-Store on April 28, 1998.

6. Recomm Enterprises shall continue its existence as the surviving corporation pursuant to the provisions of the Florida Business Corporation Act.

7. The Fourth Amended Joint Plan of Reorganization of the Debtors, the Official Committee of Unsecured Creditors and Certain Leasing Companies under Chapter 11 of the Bankruptcy Code (the "Plan"), the Confirmation Order and the Merger Agreement provide for the following plan of merger:

At the effective time of the merger the issued and outstanding shares of Recomm Enterprises will be cancelled. Each issued and outstanding share of In-Store shall be converted into 23.33 validly issued, fully paid and non-assessable shares of capital stock of the surviving corporation. The surviving corporation shall issue 3,000 shares of its capital stock in favor of the Distribution Trustee (as defined in the Plan).

8. These Articles of Merger may be executed in one or more counterparts, all of which shall be deemed to be part of the same Articles of Merger.

9. These Articles of Merger shall be effective on the date on which the Articles of Merger are filed by the Secretary of State of Florida.

Executed on July ____, 1998

IN-STORE PROMOTIONS, INC.

By: _____

Its: _____

RECOMM ENTERPRISES, INC.

By: _____

Its: _____

L:\TAX\EPP\RECOMM\articles.rev.wpd

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:	)	Chapter 11
	)	
OPTICAL TECHNOLOGIES, INC.,	)	Case Nos. 96-00805-8P1
RECOMM OPERATIONS, INC.,	)	96-01200-8P1
RECOMM ENTERPRISES, INC.,	)	96-01201-8P1
RECOMM INTERNATIONAL DISPLAY	)	96-01202-8P1
CORP., INC., and AUTOMATED TRAVEL	)	96-01203-8P1
CENTER, INC., RECOMM INTERNATIONAL	)	98-020134-8P1
DISPLAY CORPORATION, RECOMM	)	98-020135-8P1
INTERNATIONAL DISPLAY, LTD., and	)	98-020136-8P1
RECOMM INTERNATIONAL CORPORATION,	)	
	)	Honorable Alexander L. Paskay
Debtors and Debtors-in-Possession.	)	

ORDER CONFIRMING FOURTH AMENDED JOINT PLAN OF REORGANIZATION OF DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND CERTAIN LEASING COMPANIES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

On September 2, 1997, a hearing was held in the above-entitled cases before the undersigned United States Bankruptcy Judge in connection with confirmation of the Third Amended Joint Plan of Reorganization, as modified ("Third Amended Plan"). Pursuant to the Court's Order of December 10, 1997, confirmation of the Third Amended Plan was denied, with leave granted to the proponents of the Third Amended Plan to file another disclosure statement and plan of reorganization for this Court's consideration. On January 26, 1998 the proponents of the Third Amended Plan timely filed their Fourth Amended Joint Plan of Reorganization ("Fourth Amended Plan")[1/] without a disclosure statement. The Plan Proponents also filed a motion (the "Solicitation Motion") seeking an order that the Plan Proponents were not required to resolicit votes for the Fourth Amended Plan because such plan contained modifications which attempted to address the

[1/] Capitalized terms used in the Order and not otherwise defined, shall have the meanings ascribed to them in the Fourth Amended Plan.

ALDRICH 52798

obstacles to confirmation as set forth in the Court's Order of December 10, 1997, and which did not materially and adversely impact the treatment of Claims of Creditors as compared to the Third Amended Plan.

On February 12, 1998, the Court entered an order granting the Solicitation Motion and determined that it was not necessary to resolicit votes on the Fourth Amended Plan because this Court was satisfied that the Fourth Amended Plan provided at least the same treatment for Creditors' Claims. Therefore, no new disclosure statement was to be sent to Creditors, no further voting was required, and votes previously cast concerning the Third Amended Plan are to be counted with respect to the Fourth Amended Plan.

On February 26, 1998, the Court entered an order setting the hearing on confirmation of the Fourth Amended Plan for April 29, 1998, and, among other things, required that (i) a summary (approved by the Court) of the changes from the Third Amended Plan be sent to all Creditors and (ii) any party who wished to object to confirmation of the Fourth Amended Plan file such objection no later than April 24, 1998.

On April 29, 1998, a hearing was held in the above-entitled cases before the undersigned United States Bankruptcy Judge in connection with confirmation of the Fourth Amended Plan and approval of the related transfers, compromises, executory contract and unexpired lease assumptions and rejections, there appearing at the hearing, John D. Goldsmith of Trenam Kemker Scharf Barkin Frye O'Neill & Mullis attorneys for the Debtors; Matthew N. Kleiman of Kirkland & Ellis and Zala Forizs, attorneys for the Official Committee of Unsecured Creditors (the "Committee"), Daniel M. Pelliccioni and Samuel B. Isaacson of Katten Muchin & Zavis and Edward Waller of Fowler, White, Gillen, Boggs Villareal & Banker, P.A., attorneys for FINOVA Capital Corporation, John R. McDonald of Robins, Kaplan, Miller & Ciresi, attorneys for Colonial Pacific Leasing Corporation, Mark Bernet of Stearns Weaver Miller Weissler Alhadeff & Setterson, attorneys for Textron Financial Corp., Avco Leasing Services, Inc., NationsCredit Commercial Corporation and Vanguard Financial Service Corp., Vincent T. Borst of Askounis & Borst, P.C., John Mueller of Smith Clark Delesie Bierley Mueller & Kadyk and Michael K. McCrory of Barnes & Thornburg for Lease Partners Corporation and Lease Partners, Inc., Brett Marks for Raymond Manklow and other parties in interest as set forth in the recorded transcript of the hearing.

Having reviewed and considered the Fourth Amended Plan; the Disclosure Statement to Accompany Third Amended Joint Plan of Reorganization (As Modified) (the "Disclosure Statement") which was approved on June 12, 1997 by the entry of the Amended Order Approving Disclosure Statement and Fixing Time for filing Proof of

Claims and Acceptance or Rejections of Fourth Amended Plan, combined with notice thereof" (the "Disclosure Statement Order"); the Summary of the Fourth Amended Plan, which was approved by the Court on April 15, 1998; the various offers of proof, stipulations and agreements incorporated into the Fourth Amended Plan and/or read into the record at the hearing on Confirmation of the Fourth Amended Plan, including but not limited to, the Claims Purchase Agreement by and among the Participating Lessors identified on Exhibit A to such agreement and those lessees identified on Exhibit B to such agreement; the proposed merger and related documentation contemplated by the Fourth Amended Plan; oral and written motions to modify the Fourth Amended Plan and for cramdown and such other motions as were considered by the Court in connection with the Confirmation of the Fourth Amended Plan; the Ballots cast accepting and rejecting the Fourth Amended Plan; Ballot summaries filed in conjunction with Confirmation of the Fourth Amended Plan; having considered the arguments of counsel and the entire record in the Reorganization Cases; the Court makes the following findings of fact and conclusions of law regarding confirmation of the Fourth Amended Plan:

FINDINGS OF FACT

1. At the hearing on confirmation on April 29, 1998, this Court received as evidence, without objection, the following:

(i) Transcript of hearing on confirmation of Third Amended Plan dated September 2, 1997 and Debtors' Motion for Substantive Consolidation and pleadings submitted in support thereof;

(ii) Affidavits of Robert Aldrich and Sandra Braddock attached to Plan Proponents' Motion for Order that Resolicitation of Votes on Modified Plan will not be required;

(iii) Agreement and Plan of Merger dated as of April 28, 1998 between the Debtors and In-Store;

(iv) The Claims Purchase Agreement by and among the Participating Lessors identified on Exhibit A thereto and those lessees identified on Exhibit B thereto which was read into the record and provided to the Court at the Confirmation hearing;

(v) Offer of Proof by In-Store including the projections of In-Store attached to the Plan Summary; and

(vi) Offers of proof regarding factual bases for confirmation under Section 1129.

2. To address the grounds stated by the Court for denying confirmation of the Third Amended Plan, certain changes and modifications were included in the Fourth Amended Plan. First, the Fourth Amended Plan includes the following debtors as Plan Proponents and requests confirmation of the Fourth Amended Plan with respect to such debtors; (i) Recomm International Corporation, (ii) Recomm International Display Corporation and (iii) Recomm International Display Ltd. (the "Additional Debtors"). Each of the Additional Debtors commenced a case under Chapter 11 of the Bankruptcy Code on February 11, 1998. Both under the Fourth Amended Plan and by separate motion, the Plan Proponents requested that this Court substantively consolidate the estates of all of the Debtors, including those of the Additional Debtors.

3. This Court held a hearing on a motion for summary judgment on substantive consolidation on April 22, 1998. Pursuant to its order of April 30, 1998, this Court granted the motion, ordering substantive consolidation of the estates of all of the Debtors, including those of the Additional Debtors. Accordingly, one of the grounds stated by the Court for denying confirmation of the Third Amended Plan has been adequately cured in the Fourth Amended Plan.

4. Similar to the Third Amended Plan, the Fourth Amended Plan also provides that each of the Participating Lessors receive a release and injunction. However, this Court, in its order of December 10, 1997, held that the Plan Proponents had not satisfied certain of the factors identified in In re Master Mortgage Investment Fund, Inc., 168 B.R. 930 (Bankr. W. Mo. 1994) with respect to the releases and injunctions in the Third Amended Plan.

5. To address the Court's concern in that regard, certain provisions were added by the Plan Proponents to the Fourth Amended Plan. Such provisions (together with an agreement among the Participating Lessors and certain "objecting lessees", as such term and such agreement are described herein) satisfy this Court as to those certain elements of Master Mortgage. Such modifications contained in the Fourth Amended Plan include:

(i) the merger of the Reorganized Debtor and In-Store with the Reorganized Debtor being the surviving company;

(ii) forgiveness by the Participating Lessors of $1 million of the outstanding debtor-in-possession financing. Accordingly, under the Merger Agreement by and among In-Store and the consolidated Debtors, among other things, In-Store will assume certain obligations of the Reorganized Debtor, including the repayment of the Debtor-In-Possession financing, less $1 million; however, the maximum amount of such financing assumed by In-Store and the Reorganized Debtor shall not exceed $5 million;

(iii) a reduction of the interest rate on the Effective Date Arrearages from sixteen percent per annum to twelve percent per annum for the period December 10, 1997 through the Confirmation Date of the Fourth Amended Plan;

(iv) a five percent discount on the amount that any Participating Lessee may pay, should it elect to make the one-time cash payment of its Revised Principal Balance of the Lease, to completely satisfy its obligations under the Lease as set forth in the Fourth Amended Plan.

6. In addition, based on the testimony presented, the Participating Lessors made loans and other extensions of credit to the Debtors during the pendency of the Reorganization Cases in an amount in excess of $3.5 million. These Loans enabled the Debtors to continue to operate their businesses, maintain the network of approximately 12,000 Boards and make it possible for the business of the Debtors to be reorganized and continue to operate as a going concern. Based on the testimony of Robert Aldrich, Vice President of In-Store, the Court finds that the Debtor-in-Possession financing provided by the Participating Lessors was essential to the maintenance of the network and In-Store's offer to enter into a transaction with the Debtors.

7. Under the Fourth Amended Plan, and based on the evidence presented at the Confirmation hearing, the Court finds that the contributions of the Participating Lessors, including, but not limited to, the discounts, modifications and other concessions on the Leases as set forth in the Fourth Amended Plan are a substantial contribution to the Debtors and to the Estates.

8. Based on the testimony of Teresa Mortensen, Vice President of FINOVA, Larry Braden, Chairman of the Committee and F. Michael Zovistoski, the Committee's financial advisor, the Court finds that, except as to the objecting lessees, the Participating Lessors will not provide the discounts described in the Fourth Amended Plan or modify the Leases as set forth in the Fourth Amended Plan and will not make the payments required of them in the Fourth Amended Plan if they do not receive the release and injunction in their favor as provided in the Fourth Amended Plan.

9. Based on the testimony of Robert Aldrich, the Court finds that In-Store will not enter into a transaction with the Debtors if the Leases are not modified as provided in the Fourth Amended Plan and if the releases and injunction provided in the Fourth Amended Plan are not granted, because the litigation by certain of the Lessees against the Participating Lessors negatively impacts the Debtors' network of Boards and Kiosks, thereby depleting the value of the network. Based on the testimony of Kenneth Mann, the court-approved broker for Debtors' Assets, no prospective purchaser was interested in purchasing Debtors' Assets without the releases and injunction called for in

the Fourth Amended Plan. Mr. Mann testified that Debtors' Assets had no value without the releases and injunction. According to the testimony of Mr. Zovistoski, the Debtors' Assets liquidated at auction would bring less than $88,000. The Merger of the Debtors and In-Store is dependent on the releases and injunctions in the Fourth Amended Plan, ensures the maintenance of the going concern value of the Debtors and generates consideration in connection with the Merger of approximately $6.5 million. The releases and injunction provided in the Fourth Amended Plan are essential to the reorganization. Without the releases and injunction, no plan of reorganization can be confirmed in the Reorganization Cases.

10. The Lease modifications and the termination of substantially all of the litigation among certain Lessees, the Debtors and certain Lessors (the "Litigation"), except as specifically set forth in the Claims Purchase Agreement, which will result from the grant of the releases and the issuance of the injunction set forth in the Fourth Amended Plan, are essential to the maintenance of the Debtors' network and the future operation of the network by In-Store.

11. Based on the testimony presented at the Confirmation hearing, the Court finds that the releases and injunction set forth in the Fourth Amended Plan are essential to the Fourth Amended Plan, to the reorganization of the Debtors, to the maximization of the value of the Debtors' Assets, and to the merger of the Debtors with In-Store.

12. The Creditors in Classes C, D, E, F and H have voted overwhelmingly to accept the Fourth Amended Plan in accordance with 11 U.S.C. § 1126.

13. The Participating Lessors have asserted indemnity claims against the Debtors with respect to the claims by the Lessees asserted against the Participating Lessors. In addition, to their common law and contractual obligations, pursuant to the documents executed in connection with the Merger, the Debtors have certain indemnification obligations to the Participating Lessors. Based on the foregoing, there is an indemnity relationship between the Participating Lessors and the Debtors.

14. Accordingly, pursuant to the modifications set forth in the Fourth Amended Plan, the evidence presented to this Court at the hearing on confirmation of the Fourth Amended Plan, and the withdrawal of the objections of certain lessees to Confirmation, the elements the Court requires to be satisfied under the Master Mortgage guidelines have been met, and, therefore, the release and injunction provision of the Fourth Amended Plan are approved (except as expressly set forth otherwise in the "Claims Purchase Agreement" described herein).

15. All known holders of Claims against and Interests in the Debtors, and all other Persons entitled to notice, were provided timely and proper notice in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order and all scheduling orders regarding the hearing to consider Confirmation of the Fourth Amended Plan pursuant to Section 1128 of the Bankruptcy Code and the Disclosure Statement and the approval of the transfers, compromises, and requests by the Debtors to reject unexpired leases and executory contracts as contemplated by the Fourth Amended Plan.

16. Solicitation packages were transmitted to all parties in interest entitled to vote on the Third Amended Plan in accordance with the Disclosure Statement Order.

17. The Fourth Amended Plan complies with the applicable provisions of the Bankruptcy Code, including, without limitation, 11 U.S.C. § 1123(a).

18. The Claims in each of Classes C, D, E, F, and H, as modified, are substantially similar to the other Claims in each of such Classes and no credible evidence to the contrary was presented.

19. The classification of claims in Classes C, D, E, F and H was not done to control or gerrymander the vote in those Classes. No evidence was presented that the classification of Claims in the Fourth Amended Plan was done to gerrymander or control the vote of Claim Holders in any way.

20. The classification of Claims in Classes C, D, E, F and H complies with all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules.

21. The Lessees and Equipment Owners of Boards and the Lessees and Equipment Owners of Kiosks classified in Classes C, D, E and H receive substantially similar treatment.

22. The Fourth Amended Plan provides that Class C and E Creditors and certain Class H Creditors are deemed to hold Allowed Claims in the amount listed in the Debtors' schedules and that Class D Creditors and certain Class H Creditors are deemed to hold Allowed Claims in an amount equal to the present value of the gross lease payments due and payable under their Leases as of December 31, 1995, based on a discount rate of 6%. Nothing in the Fourth Amended Plan prohibits any Creditor from filing a Proof of Claim. Thus, under the Fourth Amended Plan, Class C, D, E and H Creditors are permitted to file Proofs of Claim even though such filing is not required to preserve their respective rights to the distributions described in the Fourth Amended Plan. Accordingly, the determination of the Allowed amount of the Class C, D, E and

H Claims, to the extent such determination is contained in the Fourth Amended Plan, complies with all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules.

23. The Plan Proponents have complied with all applicable provisions of the Bankruptcy Code.

24. The Debtors, the Committee, the Participating Lessors, In-Store, and each of their respective officers, directors, partners, employees, members or agents, and each Professional, attorney, accountant, or other Professional employed by any of them have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, 11 U.S.C. § 1125.

25. No evidence was presented that the Fourth Amended Plan was not proposed in good faith under 11 U.S.C. § 1129(a)(3). The Fourth Amended Plan has been proposed for a legitimate and honest purpose, in good faith and not by any means forbidden by law in compliance with 11 U.S.C. Section 1129(a)(3).

26. Payments made or to be made by the Plan Proponents or by any Person issuing securities or acquiring property under the Fourth Amended Plan, for services or for costs and expenses in or in connection with the Reorganization Cases, or in connection with the Fourth Amended Plan and incident to the Reorganization Cases, have been approved by, or are subject to the approval of, this Court as reasonable.

27. The identity and affiliations of any individual proposed to serve, after Confirmation of the Plan, as a director, officer, or voting trustee of the Reorganized Debtor under the Fourth Amended Plan, have been fully disclosed; and the appointment to, or continuance in, such office of each such individual is consistent with interests of holders of Claims against and Interests in each of the Debtors and with public policy. Sandra Braddock and Robert Kellish shall resign as of the Effective Date as directors and officers of the Debtors.

28. The Fourth Amended Plan discloses the nature of the compensation to be paid to insiders of the Debtors. The Fourth Amended Plan provides that, subject to approval of the Court, Robert Kellish and Sandra Braddock will receive payments in accordance with the terms of the agreement attached as Exhibit I to the Disclosure Statement. Any other arrangements between Mr. Kellish and Ms. Braddock and In-Store with respect to compensation are null and void.

29. No rates of the Debtors are subject to the approval of any governmental regulatory commission.

30. As reflected in the testimony at the Confirmation hearing, including, but not limited to, that of Mr. Zovistoski and the liquidation analysis contained in the Disclosure Statement, as well as the indebtedness of the Debtors to the Lenders under the Financing Order, the members of impaired Classes have accepted the Fourth Amended Plan or will receive, as of the Effective Date of the Fourth Amended Plan, not less than they would receive in a liquidation under Chapter 7 of the Bankruptcy Code on such date.

31. Classes A and B are unimpaired and are deemed to have accepted the Fourth Amended Plan. With respect to impaired Classes of Claims entitled to vote on the Fourth Amended Plan, the Fourth Amended Plan has been accepted in accordance with 11 U.S.C §§ 1126(c) and (d) by Classes C, D, E, F and H. Class G, the Holders of Interests, are deemed to have rejected the Fourth Amended Plan. Notwithstanding that, the Holders of Interests in Class G have consented to the treatment provided for Class G in the Fourth Amended Plan.

32. The Fourth Amended Plan provides for the treatment of Administrative and Priority Claims in the manner required by 11 U.S.C. § 1129(a)(9).

33. At least one Class of Claims that is impaired under the Fourth Amended Plan has accepted the Fourth Amended Plan, determined without including any acceptance of the Fourth Amended Plan by any Insider.

34. In-Store, the Reorganized Debtor and each of the Participating Lessors have the ability to make the payments and loans required of each of them, respectively, under the Fourth Amended Plan and the Participating Lessors have the ability to make the cash payments required of them in connection with Confirmation.

35. According to the testimony of Julie Gordon and Robert Aldrich, each a vice-president of In-Store, In-Store is a media company that sells in-store promotion and health related advertising and promotion to health care suppliers. In-Store is a start-up business created to enter into a transaction with the Debtors. Because the merger has not closed and the Fourth Amended Plan has heretofore not been confirmed, In-Store has not heretofore signed any advertising contracts for placement of advertising on the Boards and Kiosks. Once the Fourth Amended Plan is confirmed and the merger is closed, In-Store will solicit advertising. In-Store expects to solicit and sign advertising agreements in the first months following the commencement of operations. This start-up period has been provided for in In-Store's budget and projections.

36. Based on the testimony of Julie Gordon, Vice President of Marketing of In-Store, and Dr. Neal M. Burns, an expert on marketing and advertising, the Court

finds that the Debtors' network of Boards and Kiosks is a valuable asset. Boards such as those included in the network represent effective advertising tools for pharmacists, veterinarians and opticians and have a significant value for independent pharmacists and manufacturers of health care products due to their ability to have an impact on consumer purchasing behavior at the "point of purchase". In-Store and Dr. Burns independently conducted and commissioned various surveys with respect to such in-store advertising. Dr. Burns determined that the network has value to advertisers and retailers in the intended markets.

37. The financial projections of In-Store set forth in (i) Exhibit C to the Fourth Amended Plan, and (ii) attached to the Summary of the Plan are based on estimates made by the incorporators of In-Store, market studies and historic operating expenses of the Debtors and are based on the incorporators' collective experience in the advertising business and substantive experience in projecting advertising revenue. The financial projections include a reasonable analysis of (i) future net income, (ii) future gross profits and (iii) future costs and expenses.

38. Based on the offer of proof from In-Store, the Court finds that In-Store has obtained a line of credit to cover any reasonably projected working capital shortfalls. This line of credit is greater than the largest aggregate operating loss projected by In-Store in the first six months of operation and is reasonable.

39. The financial projections of In-Store are reasonable and demonstrate that the Fourth Amended Plan offers a reasonable prospect of success and is feasible.

40. The consideration as set forth in the Merger Agreement and the funds to be loaned by the Participating Lessors will be sufficient to permit all payments required under the Fourth Amended Plan. In-Store and the Reorganized Debtor will be able to make the payments required of them under the Fourth Amended Plan and the payments anticipated by In-Store's projections.

41. No evidence was presented that the Fourth Amended Plan was not feasible.

42. The Fourth Amended Plan has a reasonable prospect of success. The Plan Proponents have the means to effectuate the Fourth Amended Plan and confirmation of the Fourth Amended Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Fourth Amended Plan except as proposed in the Fourth Amended Plan.

43. All fees payable under 28 U.S.C. § 1930 have been or will be paid pursuant to Section II.B.1 of the Fourth Amended Plan on the Effective Date.

44. No holder of any Interest junior to the Holders of Interests in Class G will receive or retain any property under the Fourth Amended Plan on account of such junior Interest.

45. There are no retiree benefits, as that term is defined in 11 U.S.C. § 1129(a)(13), maintained or established by the Debtors, and the Debtors have no obligation with respect to any such benefits.

46. The Fourth Amended Plan does not discriminate unfairly, and is fair and equitable, with respect to each Class of Claims or Interests that is impaired under, and has not accepted, the Fourth Amended Plan, including Class G pursuant to 11 U.S.C. 1129(b)(3)(B)(ii).

47. The principal purpose of the Fourth Amended Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933 (15 U.S.C. § 77e). There has been no objection by any governmental unit asserting such a claim with respect to the Fourth Amended Plan.

48. Pursuant to Section 1145 of the Bankruptcy Code, the issuance of Reorganized Debtor Stock pursuant to the Plan, is exempt from the registration requirements of the Securities Act of 1933, as amended, and any state or local law requiring registration for the offer or sale of a security.

49. The Reorganized Debtor Stock to be issued by the Reorganized Debtor pursuant to the Plan are being issued in exchange for a Claim against, or an Interest in, the Debtors in these Chapter 11 cases, within the meaning of Section 1145 of the Bankruptcy Code.

50. The Fourth Amended Plan satisfies all the mandatory requirements of 11 U.S.C. § 1123(a). Additional provisions contained in the Fourth Amended Plan are consistent with permissive plan provisions authorized by 11 U.S.C. § 1123(b).

51. Each of the conditions to Confirmation contained in Section XI.A. to the Fourth Amended Plan have been met or waived.

52. Entry into the Merger Agreement, the various Promotion and Servicing Agreements, and the other agreements attached to the Fourth Amended Plan in connection with the merger of the Debtors and In-Store are in the best interests of the Debtors, their Estates, and the holders of Claims against or Interests in the Debtors and represent a reasonable exercise of the Debtors' business judgment.

53. No executory contracts will be assumed pursuant to the Fourth Amended Plan. The Advertising Contracts and all other executory contracts and unexpired leases, but not any Leases between the Participating Lessors and their Lessees, are rejected under the Fourth Amended Plan, to the extent that they have not otherwise been terminated or rejected.

54. Rejection of the unexpired leases and executory contracts of the Debtors is in the best interests of the Debtors, their Estates, and the holders of Claims against or Interests in the Debtors and represents a reasonable exercise of the Debtors' business judgment.

55. The Fourth Amended Plan provides for substantive consolidation of the Estates. In that regard, on the basis of the evidence before the Court, including the testimony submitted and pleadings filed in connection with Confirmation and the Motion for Substantive Consolidation and Motion for Summary Judgment thereon, there is no credible evidence the Creditors relied solely on the credit of one Debtor, there is substantial identity among all of the Debtors including the Additional Debtors and consolidation is necessary to avoid harm to Creditors and for Creditors to realize benefits which would not otherwise be available to them.

56. The evidence presented to this Court indicates that substantial additional factors approved by the Eleventh Circuit Court of Appeals support substantive consolidation.

57. On the basis of the foregoing, this Court finds that the evidence is clear and convincing that the substantive consolidation of the Estates under the Fourth Amended Plan is appropriate in the Reorganization Cases.

58. The Court acknowledges that the Committee expressed strong reservations about the proposed claims purchase ("claims purchase") between the Participating Lessors and certain of their lessees. The Committee consistently strived to reach a global resolution for all creditors, as reflected in the terms of the Fourth Amended Plan. The Committee recognized that by selling their claims, some of the objecting lessees, though no longer creditors of the bankruptcy estates, could ultimately receive a better financial resolution of their respective claims against their leasing companies as compared to the treatment of Participating Lessees under the Plan. The Committee also understood that some of the objecting lessees might receive worse treatment than similarly situated creditors under the Fourth Amended Plan, and that some objecting lessees might elect to be treated pursuant to the terms of the Fourth Amended Plan. The Committee was also concerned that the settlement with the objecting lessees was not disclosed to other creditors of the estates, and that the Committee did not have an opportunity to elicit the

views of its constituency with respect to this development. Under any alternative, the claims purchase raised profound and difficult issues that tested the Committee's support for the Fourth Amended Plan.

59. The Court further recognizes that nevertheless, the Committee concluded that the best interests of its constituency merited the Committee's continued support for the Fourth Amended Plan, as modified to include the newly provided additional 5% cash-out discount available to all Participating Lessees. The Committee continues to believe that a negotiated business resolution of these disputes is preferable to the uncertainty and expense of litigation. The Committee concluded that the interests of all creditors—lessees, owners and trade creditors—were better served by seeking confirmation of the Fourth Amended Plan, as opposed to taking any other action that might jeopardize such a result. Accordingly, although mindful of the troublesome issues raised by the claims purchase, the Committee supports and recommends confirmation of the Fourth Amended Plan.

60. Such of the subsequent Conclusions of Law as are deemed to be Findings of Fact are hereby adopted as Findings of Fact.

CONCLUSIONS OF LAW

61. Such of the foregoing Findings of Fact as are deemed to be Conclusions of Law are hereby adopted as Conclusions of Law.

62. This Court has jurisdiction over all matters, including the releases and injunction provided in the Fourth Amended Plan, pursuant to 28 U.S.C. §§ 1334 and 157(a). All matters in connection with the Fourth Amended Plan and Confirmation are core proceedings under 28 U.S.C. § 157(b)(2).

63. The Court may issue the releases and injunction provided in the Fourth Amended Plan under 11 U.S.C. § 105 where it is warranted under the facts of the case. Matter of Munford, 97 F.3d 449 (11th Cir. 1996); In re Specialty Equip. Co., 3 F.3d 1043, 1047 (7th Cir. 1993); In re A.H. Robins, Co., 880 F.2d 694, 702 (4th Cir.) cert. denied 493 U.S. 959, 110 S.Ct. 376 (1989); McArthur v. Johns Manville Corp., 837 F.2d 89, 93 (2nd Cir. 1988); In re Drexel Burnham Lambert Group, Inc., 960 F.2d 285, 293 (2nd Cir. 1993) and 138 B.R. 723, 772-773 (Bankr. S.D.N.Y. 1992). The releases and injunction under Section 105 provided in the Fourth Amended Plan are necessary and appropriate to carry out the provisions of Chapter 11, particularly Sections 1123 and 1129. "Section 105 permits the approval of the release and issuance of the injunction . . . especially where, as here, the Release and Injunction provisions are an essential

means of implementing the Fourth Amended Plan as provided in § 1123(a)(5). . . ." In re Drexel, 138 B.R. at 772.

64. The Court may issue a third party release and an injunction where the facts and circumstances of the case warrant such issuance. In re Specialty Equip. Co.; In re Master Mortgage Investment Fund, Inc., 168 B.R. 930, 934 (Bankr. W.D.Mo. 1984); In re Robins, supra, In re Drexel, supra. In re Davis, 730 F.2d 176 (5th Cir. 1984); In re 48th Street Steakhouse, Inc., 835 F.2d 427 (2nd Cir. 1987). The Court must consider the facts, circumstances and equities of each case in determining whether to grant the release and issue the injunction to third parties. The five factors in making the determination are (1) whether creditors overwhelmingly have voted to accept the plan, (2) whether the party receiving the release has made a substantial contribution to the estates and the reorganization, (3) whether the release and injunction are essential to the plan, and (4) whether there is an identity of interest between the party receiving the release and injunction and the Debtor and (5) whether the plan provides a mechanism for payment of all or substantially all of the claims affected by the injunction. Master Mortgage, supra.

65. 11 U.S.C. § 524(e) does not prohibit the issuance of third party releases and injunctions.

66. Based on the evidence presented at the Confirmation hearing, the foregoing findings, the Claims Purchase Agreement and the withdrawal of all objections by any lessee of these Debtors who timely filed and served an objection and/or was present at the hearing on April 29, 1998, the issuance of the injunction and release of third parties in the Fourth Amended Plan under the specific facts of the Reorganization Cases is appropriate and is hereby authorized and approved.

67. Based upon the evidence presented, the absence of any persuasive countervailing evidence, and the Findings of Fact set forth above, all of the provisions of 11 U.S.C. §§ 1129(a) and (b) have been satisfied.

68. The security interests and liens granted pursuant to the Fourth Amended Plan, the Post-Confirmation Financing Documents[2/] and the Confirmation Order are valid and fully perfected by entry of the Confirmation Order. No secured party shall be required to file financing statements or other documents, or record or register any documents or agreements with any governmental entity, in any jurisdiction or take any

---

2/ The Post-Confirmation Financing Documents are those documents which evidence the loan from the Participating Lessors which In-Store agrees to assume pursuant to the Fourth Amended Plan.

other action (including obtaining possession) in order to validate, perfect or enforce the security interests and liens granted to them pursuant to the Fourth Amended Plan, the Post-Confirmation Financing Documents and the Confirmation Order. If any secured party, in its sole discretion, shall choose to file financing statements or other documents or record or register any documents or agreements or otherwise confirm perfection of such security interests and liens, the secured party shall be authorized to effect such filings, recordation or registration, and all such financing statements or similar evidence of perfection shall be deemed to have been filed, recorded or registered on the date of entry of the Confirmation Order.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Fourth Amended Plan as modified as set forth herein is in all respects hereby confirmed and approved in accordance with Section 1129 of the Bankruptcy Code.

2. All objections to Confirmation, including without limitation, the objections filed by (i) Certain Mississippi Pharmacists and Veterinarians, (ii) Certain Arkansas Creditors/Plaintiffs, (iii) Certain Alabama Plaintiffs, (iv) Oklahoma Creditors/Plaintiffs, (v) Western Drug Distributors, Inc., and certain Texas and New Mexico pharmacists, optometrists and veterinarians, (vi) Baycrest Animal Clinic, P.C., et al., (vii) Raymond Manklow, (viii) Certain Nationwide Pharmacists, et al., (ix) Cled T. Click, (x) Anthony V. Bass, O.D., P.C., et al., (xi) Douglas C. Clark, et al., (xii) Kenneth Carpenter, et al., (xiii) Emerald Valley Veterinary Clinic, P.C., et al., and (xiv) Ollinger, have been withdrawn, are overruled or were waived by failure of the objecting party to appear at the Confirmation hearing.

3. The Merger Agreement, the Promotion and Servicing Agreement, the other documents attached to the Fourth Amended Plan and all other agreements, instruments and documents relating thereto and any amendments or modifications which are required or reasonably necessary to consummate the transactions contemplated thereby (collectively, the "Merger Documents") in connection with the merger of the Debtors' and In-Store, are hereby authorized and approved, and the Estates and Debtors may perform thereunder.

4. Subject to the satisfaction of the conditions precedent to the Merger Agreement, on or within 48 hours of the Effective Date, the Debtors are authorized and directed to close the merger (the "Merger") of the Debtors with In-Store as set forth in the Merger Agreement and the other Merger Documents. In conjunction therewith and with Section 1142 of the Bankruptcy Code, the Debtors, In-Store, the Committee and the Participating Lessors are authorized and directed to execute any and all documents

substantially consistent with the Merger Documents which are necessary or appropriate to consummate and effectuate the Merger. The Merger and the terms and conditions set forth in the Merger Documents are hereby authorized and approved pursuant to Section 1129 of the Bankruptcy Code. The entry of this Order shall act as the requisite authorization for the issuance of the Reorganized Debtor Stock in connection with the consummation of the Merger.

5. All approvals and consents of the Debtors and their shareholders and partners as may be necessary to carry out the Plan and the actions authorized by this Order be, and they hereby are, deemed made or done. No further approval of the stockholders, partners or directors will be required to render legally effective the execution and delivery of the Merger Agreement or the consummation of either the Merger or the other transactions contemplated thereby.

6. To the extent any inconsistencies exist among this Order, the Fourth Amended Plan, the Claims Purchase Agreement and the Merger Documents, the terms of this Order and the findings herein shall control over the Fourth Amended Plan, the Claims Purchase Agreement and all of the Merger Documents; provided that, as between the parties to the Claims Purchase Agreement, that Agreement shall control over this Order, the Fourth Amended Plan, and all of the Merger Documents. The Fourth Amended Plan shall control over the terms of all of the Merger Documents.

7. Except as otherwise provided in any provision of the Fourth Amended Plan, agreements entered into in connection therewith, the Post-Confirmation Financing Documents or the Confirmation Order, on the Effective Date all property of each Debtor's Estate, shall revest in the Reorganized Debtor, free and clear of all Claims, liens, encumbrances and other interests of any Entity, except the liens, claims and encumbrances of the Participating Lessors under the Financing Order. The Reorganized Debtor may thereafter operate its business and may use, acquire and dispose of property without the supervision or approval by the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the guidelines and requirements of the Office of the United States Trustee for the Middle District of Florida, other than those restrictions expressly imposed by the Fourth Amended Plan or the Confirmation Order, or agreements entered into in connection therewith.

8. The establishment of the Distribution Trust is hereby approved. Delain Gray of Price Waterhouse is appointed as the Distribution Trustee and shall serve as such pursuant to an appropriate trust agreement (this "Distribution Trust Agreement") as provided in the Fourth Amended Plan. The Distribution Trustee's duties shall be as provided in the Distribution Trust Agreement which shall not be inconsistent with the Fourth Amended Plan. In the event the Distribution Trustee wants to take an action that

is not provided for in the Distribution Trust Agreement or the Fourth Amended Plan, the Distribution Trustee shall seek approval of such action from the Court. The Distribution Trustee shall be paid pursuant to and only to the extent provided in the Fourth Amended Plan without the need for filing a fee application, and, in the event the Committee and the Participating Lessors do not consent to a request for payment of fees by the Distribution Trustee, the Distribution Trustee may seek Court approval of such fees upon a proper application for such fees. In addition to any rights of inspection granted under applicable state law, the Distribution Trustee shall receive periodic financial statements as may be agreed between the parties and shall have reasonable access to In-Store's books and records to ensure that In-Store is in compliance with the provisions of the Promotion and Service Agreement regarding the distribution of advertising revenues. The Distribution Trustee is authorized to retain counsel in its discretion to pursue objections to claims and preference and fraudulent transfer actions against non-insider parties and parties not related to the Debtors. The Committee is authorized to substitute another Distribution Trustee in place of Price Waterhouse as provided in the Fourth Amended Plan.

9. Except for those assets transferred pursuant to the Merger Documents on the Effective Date, title to all Assets of each Debtor, including, without limitation, causes of action and the other "Excluded Assets" (as defined in the Merger Agreement), shall be transferred to the Distribution Trust, free and clear of all liens, claims and encumbrances in accordance with Section 1129 of the Bankruptcy Code, except the liens, claims and encumbrances of the Participating Lessors.

10. Pursuant to Section 1145 of the Bankruptcy Code, the issuance of the Reorganized Debtor Stock pursuant to the Fourth Amended Plan are exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, and any state or local law requiring registration for the offer or sale of a security or registration or licensing of an issuer, underwriter, broker or dealer in, such Reorganization Securities.

11. Other than those Lessees and Equipment Owners that timely elected not to be bound thereby and those lessees on Exhibit B attached to the Claims Purchase Agreement, all Lessees and Equipment Owners are bound by the Promotion and Servicing Agreement.

12. The provisions of the Fourth Amended Plan are and, on the Effective Date, the provisions of each of the Merger Documents and the Distribution Trust Agreement, shall be enforceable in accordance with their respective terms against, and shall bind, the Debtors, any entity issuing securities under the Fourth Amended Plan, any entity receiving property or securities under the Fourth Amended Plan, and any Holder

of a Claim against or Interest in any of the Debtors, including, in each case, all successors and assigns of any of the foregoing persons, whether or not the Claim or Interest is impaired under the Fourth Amended Plan and whether or not such Holder has accepted the Fourth Amended Plan.

13. Except as otherwise provided in any provision of the Fourth Amended Plan and the agreements entered into in connection therewith, including without limitation the Merger Documents, the Post-Confirmation Financing Documents, the Distribution Trust Agreement or this Order, on the Effective Date, the Distribution Trustee is authorized to perform all of the functions provided for it in the Fourth Amended Plan.

14. The provisions of the Fourth Amended Plan shall not apply to the Sellers identified in that certain Claims Purchase Agreement dated as of April 29, 1998 (the "Claims Purchase Agreement"), to the extent any such Seller becomes an Electing Seller, as that term is defined in the Claims Purchase Agreement, the terms of which are incorporated herein by reference. With respect to the Sellers, the provisions of the Claims Purchase Agreement shall supersede and replace the provisions of the Fourth Amended Plan.

15. It is further ordered that (1) the Reorganized Debtors shall preserve all documents and records of the Debtors for a period of at least one (1) year after the Effective Date of the Fourth Amended Plan, and shall not destroy any such documents or records absent an order of this Court entered upon notice to counsel for the Electing Sellers, as that term is defined in the Claims Purchase Agreement; and (2) in the action presently pending before the U.S. District Court for the Middle District of Florida, Tampa Division styled In re Recomm International Display, Inc., Contract Litigation (MDL Docket No. 1118), the Reorganized Debtors shall cooperate with the reasonable discovery requests of such Electing Sellers.

16. Except as specifically set forth in the Fourth Amended Plan, effective on the Effective Date: (i) all Persons, including, but not limited to, each of the Debtors and the Estates, each of the Lessees, each of the Participating Lessors, and all individuals or entities that had notice of the Reorganization Cases shall be deemed to unconditionally remise, release, and forever discharge the Participating Lessors, and each of them, and their past and present officers, directors, shareholders, employees, agents, attorneys, parents, subsidiaries, affiliates, predecessors in interest (direct or indirect), successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such Persons and Entities (hereinafter collectively the "Released Lessor Parties") but excluding, particularly, David Neff and any other such individual who is a former employee, officer or director of both (a) the Debtors and (b) a Participating Lessor, of and from any and all manner of actions, causes of action, suits, claims, counterclaims,

liabilities, obligations, defenses, and demands whatsoever, at law or in equity, if any, which any of them ever had, now has, or hereafter can, shall, or may claim to have against any of the Released Lessor Parties for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the Effective Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts, provided however, that each Participating Lessor covenants not to pursue any legal action against any assignor or any other party from which it obtained the Leases, or which was in any way involved in such Leases, that would in any fashion result in a Participating Lessee being subjected to suit or demand by such assignor or such other party arising out of or relating to any Lease in which a Participating Lessee claims an interest on the Effective Date, (ii) without limiting the generality of the foregoing, the release from and by the Debtors and the Estates set forth in this paragraph shall specifically include any and all causes of action, claims, demands, defenses, set-offs and the like under Sections 502(d), 542, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, (iii) the Leases as modified are valid and binding as between the Released Lessor Parties and Participating Lessees only in accordance with their terms and the obligations of the Participating Lessees thereunder are not subject to any claims, demands, defenses, set-offs and counter-claims; provided that the foregoing provision should not be construed as an acknowledgement or admission by the Lessees as to the validity of the Leases as between any parties other than the Released Lessor Parties and the Participating Lessees, and, except as provided by the Fourth Amended Plan, this Release shall not affect the claims of the Lessees against any individual or entity resulting from either the Leases or any other lease, and (iv) each of the Lessees releases any causes of action, claims, suits, counterclaims, liabilities, obligations, defenses, and demands whatsoever, in law or in equity, if any, against the Released Lessor Parties with respect to the revised Leases resulting or arising out of actions, activities, or events occurring prior to the Confirmation Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts.

17. Except as specifically set forth in the Fourth Amended Plan and except for the obligations of the Participating Lessees under the modified Leases, effective on the Effective Date: (i) each of the Debtors and the Estates and each of the Participating Lessors shall be deemed to unconditionally remise, release, and forever discharge the Participating Lessees and their past and present officers, directors, shareholders, employees, agents, attorneys, parents, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such Persons and Entities (hereinafter collectively the "Released Lessee Parties"); of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever, at law or in equity, if any, (except as specifically set forth herein and except for the obligations of the Participating Lessees under the modified Leases) which any of them ever had, now has, or hereafter can, shall,

or may claim to have against any of the Released Lessee Parties for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the Effective Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts and (ii) without limiting the generality of the foregoing, the release from and by the Debtors and the Estates set forth in this Section shall specifically include any and all causes of action, claims, demands, defenses, set-offs and the like under Sections 502(d), 542, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code.

18. Except as specifically set forth in the Fourth Amended Plan, effective on the Effective Date, all Persons, including, but not limited to, all individuals or entities that had notice of the Reorganization Cases, each of the Debtors, Estates, Lessees and each of the Participating Lessors and each Creditor shall be deemed to unconditionally remise, release, and forever discharge the Committee and their attorneys and other professionals retained under Section 327 of the Bankruptcy Code, successors and assigns, and each of the officers, directors, and employees of the Debtors identified in Exhibit 1 attached hereto and the Debtors' attorneys and accountants retained in the Reorganization Cases under Section 327, and the heirs, executors, trustees, administrators, successors and assigns of any such Persons and Entities (hereinafter collectively the "Released Estate Parties"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever, at law or in equity, if any, which any of them ever had, now has, or hereafter can, shall, or may claim to have against any of the Released Estate Parties for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the Effective Date, relating to the business or operations of the Debtors, the Leases and the Advertising Contracts.

19. Except as expressly set forth in the Fourth Amended Plan and except for the obligations of In-Store under the Fourth Amended Plan, the Confirmation Order, the post-confirmation financing documents, and the Merger Documents, effective on the Effective Date, each of the Debtors and the Estates and each of the Participating Lessors and each of the Participating Lessees shall be deemed to unconditionally remise, release and forever discharge In-Store and its past and present officers, directors, shareholders, employees, agents, attorneys, parents, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such person and entities that have been identified to the Participating Lessors, the Debtors and the Committee prior to the Effective Date (hereafter collectively the "Released In-Store Parties"); of and from any and all actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses and demands whatsoever, at law or in equity, if any, which any of them ever had, now has or hereinafter can, shall, or may claim to have against any of the Released In-Store Parties for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the Effective Date, relating

to the business or operations of the Debtors, the Leases and the Advertising Contracts, provided that the release by the Debtor and the Estates shall be effective only as of the Effective Time as that term is defined in the Merger Documents. This release as so qualified shall include, but shall not be limited to, any amounts claimed to be owing from In-Store to the Estates for the period after the filing of the bankruptcy petition and before the Effective Date.

20. Without limiting the generality of the foregoing releases, all Persons, including but not limited to, each of the Debtors, the Estates, the Lessees, the Creditors, the Released Estate Parties and the Participating Lessors expressly release any and all claims and defenses in connection with the matters released about which the parties do not know or suspect to exist in their favor, whether through ignorance, oversight, error, negligible or otherwise, and which, if known, would materially affect their decision to enter into these releases, and to this end each of them, therefore, waives any and all rights under Section 1542 of the Civil Code of California (or any similar law, provision or statute of any state) which states in full as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

All Persons including but not limited to, each of the Debtors, the Estates, the Lessees, the Creditors, In-Store, and the Participating Lessors shall be deemed to have knowingly and willingly waived the provisions of Section 1542 (or any similar law, provision or statute of any state) and acknowledges and agrees that this waiver is an essential and material term of the releases contained in this Fourth Amended Plan. Each party has been afforded the opportunity to review these releases with such parties' legal counsel, and such party understands and acknowledges the significance and consequence of these releases and of the specific waiver of Section 1542 of the Civil Code of California (or any similar law, provision or statute of any state). Notwithstanding anything else to the contrary, no claims of the Debtors, the Estates or of any person shall be released as against Jean Francois Vincens, Raymond Manklow, Kent Runnells, and the Hampton, Stoddard law firm. The Released Lessee Parties, the Released Lessor Parties, the Released Estate Parties and the Released In-Store Parties are collectively referred to herein as the "Released Parties."

21. Except for the Tranche A DIP Financing, the Tranche B DIP Financing, the post-confirmation financing documents, and except as otherwise provided in the

Fourth Amended Plan, and agreements entered into in connection therewith or the Confirmation Order:

a. On the Effective Date, each Debtor shall be deemed discharged and released to the fullest extent permitted by section 1141 of the Bankruptcy Code from all Claims that arose prior to the Effective Date, including without limitation all Secured Claims and Unsecured Claims, and any interest accrued on such Claims from and after the Petition Date, against each Debtor and Debtor in Possession, or any of their assets or properties, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code. The discharge and release shall be effective in each case whether or not: (a) a proof of such Claim or Administrative Claim is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (b) the Claim or Administrative Claim is allowed pursuant to the Bankruptcy Code, or (c) the Holder of the Claim or Administrative Claim has accepted the Fourth Amended Plan;

b. All Persons shall be permanently enjoined by section 524 of the Bankruptcy Code from asserting against the Reorganized Debtor, its successors, or its assets or properties any other and further Claims or Administrative Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Confirmation Date. The discharge shall void any judgment against a Debtor or Reorganized Debtor at any time obtained to the extent that it relates to a Claim or Administrative Claim discharged;

c. On or after the Effective Date, all Persons who have held, currently hold or may hold a Claim discharged or terminated pursuant to the terms of the Fourth Amended Plan shall be permanently enjoined by section 524 of the Bankruptcy Code from taking any of the following actions on account of any such discharged Claim, except to the extent necessary to enforce the terms of this Fourth Amended Plan: (a) commencing or continuing in any manner any action or other proceeding against a Debtor, Reorganized Debtor, its successors, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against a Debtor, Reorganized Debtor, its successors, assets or properties; (c) creating, perfecting or enforcing any lien or encumbrance against a Debtor, Reorganized Debtor, its successors, assets or properties; (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to a Debtor, Reorganized Debtor, its successors, assets or properties; or (e) commencing or continuing any action in any manner in any place that does not comply with or is inconsistent with the provisions of the Fourth Amended Plan or the Confirmation Order. Any Person violating such injunction may be liable for actual damages, including costs and attorneys' fees and, in appropriate circumstances, punitive damages;

d. On or after the Effective Date, all Persons who have held, currently hold or may hold a Claim discharged pursuant to the terms of the Fourth Amended Plan shall be permanently enjoined by section 524 of the Bankruptcy Code from commencing or continuing in any manner any action or other proceeding against any party on account of a Claim or cause of action that was property of the Estate, and all such Claims and causes of action shall remain exclusively vested in the Distribution Trustee to the extent such Claims and causes of action were vested in the respective Debtor in Possession; and

e. The discharge, releases and injunction provided for herein shall not affect the right of any Person to enforce the terms of the Fourth Amended Plan or to commence any action or proceeding to collect the distributions required under the Fourth Amended Plan.

22. As of the Effective Date, all Persons, including but not limited to, all Lessees and all individuals or entities that had notice of the Reorganization Cases are permanently enjoined from asserting against the Released Lessor Parties, the Released Estate Parties and the Released In-Store Parties, and their successors, or their assets or properties any other or further claims or causes of action based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. On and after the Effective Date, all Persons who have held, currently hold or may hold a claim or cause of action released pursuant to the terms of the Fourth Amended Plan are permanently enjoined from taking any of the following actions on account of any such released claim or cause of action, (a) commencing or continuing in any manner any action or other proceeding against a Distribution Trust, Distribution Trustee, Participating Lessor, Released Parties, their successors, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against a Distribution Trust, Distribution Trustee, Participating Lessor, Released Parties, their successors, assets or properties; (c) creating, perfecting or enforcing any lien or encumbrance against a Distribution Trust, Distribution Trustee, Participating Lessor, their successors, assets, or properties, (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to a Distribution Trust, Distribution Trustee, Participating Lessor, Released Parties, their successors, assets or properties, or (e) commencing or continuing any action in any manner in any place that does not comply with or is inconsistent with the provisions of the Fourth Amended Plan or the Confirmation Order. Any Person violating such injunction may be in contempt of court and may be liable for actual damages, including costs and attorneys' fees.

23. The foregoing releases and injunction shall be effective, in each case whether or not (a) a Proof of Claim or Proof of Interest based on such Claim, Administrative Claim, or Interest is Filed or deemed Filed pursuant to Section 501 of the

Bankruptcy Code, (b) a Claim, Administrative Claim, or Interest is allowed pursuant to the Bankruptcy Code, or (c) the holder of a Claim, Administrative Claim, or Interest has accepted the Fourth Amended Plan.

24. The requirements of the Fourth Amended Plan and the agreements entered into in connection therewith, including without limitation the Merger Documents and the Distribution Trust Agreement, are binding upon and govern the acts of, and are enforceable against, all Persons including, without limitation, all holders of Claims, Administrative Claims and Interests, all filing agents or officers, title agents or companies, recorders, registrars, administrative agencies, governmental units and departments, agencies or officials thereof, secretaries of state, and all other Persons who may be required by law, the duties of their office, or contract to accept, file, register, record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the assets of the Debtors.

25. In consideration for the classifications, releases, distributions and other benefits provided under the Fourth Amended Plan, the provisions of the Fourth Amended Plan and the agreements read into the record at the Confirmation hearing constitute a good faith resolution of all Claims or controversies pursuant to the Fourth Amended Plan.

26. None of the Debtors, the Committee, the Participating Lessors, In-Store, nor any of their respective officers, directors, partners, employees, members or agents, nor any Professional Persons, attorneys, accountants or other professionals employed by any of them, shall have or incur any liability to any Person for any act taken or omission made in good faith in connection with or related to formulating, implementing, issuing, executing, confirming, or consummating the Fourth Amended Plan (including soliciting acceptances or rejections thereof), the Disclosure Statement or any contract, instrument, security, release or other agreement or document entered into in connection with the Fourth Amended Plan, including without limitation of the Merger Documents, or in connection with or related to any distributions made pursuant to the Fourth Amended Plan, except as expressly provided in such contract, instrument, release or other agreement or document entered into in connection with the Fourth Amended Plan, including without limitation each of the Merger Documents and each of the Post-Confirmation Financing Documents. This paragraph shall not, however, excuse or release any other Person with respect to any such activity (including, but limited to, activities relating to solicitations of acceptances or rejections of the Fourth Amended Plan).

27. Except for claims to enforce the Participating Lessors' obligations under the Fourth Amended Plan and this Order, the Distribution Trustee shall not pursue any

Claim, contention, cause of action, adversary proceeding or objection to Claim against any of the Participating Lessors, including, without limitation, any objection to any Claim of any of the Participating Lessors on the ground that any of the Participating Lessors' Claims is unenforceable or with respect to any actions taken by any of the Lenders consistent with this Order.

28. The Fourth Amended Plan is modified to provide that the charters of each of the Debtors are hereby amended to prohibit the issuance of non-voting equity securities. As of the Effective Date, all Interests in the Debtors will be deemed canceled, annulled and of no further force and effect.

29. On the Effective Date, the obligations created by the Post-Confirmation Financing Documents are secured by valid and perfected first priority security interests and liens on the assets of In-Store and the Reorganized Debtor as described in such documents and subject to the permitted encumbrances authorized thereon, and each of the foregoing documents and agreements, including nonmaterial modifications thereto, are valid and binding obligations of In-Store and the Reorganized Debtor, fully enforceable in accordance with their terms; provided they do not substantially contradict the express terms of the Fourth Amended Plan.

30. The security interests and liens granted pursuant to the Fourth Amended Plan, the Merger Documents, the Post-Confirmation Financing Documents and this Order are valid and fully perfected by entry of this Order. No secured party, whether Participating Lessor or otherwise, shall be required to file financing statements or other documents, or record or register any documents or agreements with any governmental entity, in any jurisdiction or take any other action (including obtaining possession) in order to validate, perfect or enforce the security interests and liens granted to them pursuant to the Fourth Amended Plan, the Merger Documents, the Post-Confirmation Financing Documents and this Order. Any secured party, in its sole discretion, may choose to file financing statements or other documents or record or register any documents or agreements or otherwise confirm perfection of such security interests and liens, and any secured party is authorized to effect such filings, recordations or registration. All such financing statements or similar evidence of perfection shall be deemed to have been filed, recorded or registered on the date of entry of this Order. All officers charged with accepting any of the foregoing for filing are hereby ordered and directed to accept any of the foregoing for filing to be deemed filed as of the date of entry of this Confirmation Order.

31. The Estates and all of their assets and liabilities have been ordered pooled and substantively consolidated into a single Estate. All Claims against any of the Debtors shall be deemed Claims against the consolidated Estate. No Creditor shall be entitled to

more than one recovery on account of a Claim against more than one of the Debtors' Estates and such Creditor's recovery against the consolidated Estate shall be so limited. Any and all intercompany claims and liabilities of any kind are eliminated.

32. Except as otherwise provided in the Fourth Amended Plan, in this or any prior order of this Bankruptcy Court, or in any contract, instrument, release, or other agreement or document entered into in connection with the Fourth Amended Plan or the Reorganization Cases, each executory contract or unexpired lease of a Debtor (which does not include Leases between the Participating Lessors and their respective Lessees) that is not or has not previously been assumed by order of this Bankruptcy Court or is not assumed pursuant to this Order, including without limitation, (1) any Advertising Contracts, (2) all contracts, leases or agreements of any general or limited partnerships in which a Debtor was formerly a general partner, and (3) any contract or lease of a Debtor that has expired by its own terms before the Confirmation Date, is hereby rejected as of the Effective Date.

33. Pursuant to Section IV.B.4 of the Fourth Amended Plan, if the rejection of an executory contract or unexpired lease pursuant to Section IV.B of the Fourth Amended Plan gives rise to a Claim by the other party or parties to such contract or lease, the Claim arising from the rejection shall be forever barred and shall not be enforceable against a Debtor, its successors or properties, unless a Proof of Claim is Filed within 30 days after the date of notice of entry of an order of the Bankruptcy Court rejecting the executory contract or unexpired lease, including, if applicable, this Order.

34. The Distribution Trustee or its designee or assignee or such other Person(s) as may be approved by the Bankruptcy Court shall act as Disbursing Agent(s) under the Fourth Amended Plan. In addition to those Persons set forth in the Fourth Amended Plan, any such Disbursing Agent may, with the prior approval of the Committee, employ or contract with other Persons to assist in or to perform the distribution required. Each Disbursing Agent shall serve without fidelity bond, and each third-party hired as a Disbursing Agent shall receive from the Distribution Trustee, on terms acceptable to the Distribution Trustee without approval of the Bankruptcy Court, reasonable compensation for distribution services rendered pursuant to the Fourth Amended Plan and reimbursement of reasonable out-of-pocket expenses, including fidelity bond premiums, if required, incurred in connection with such services. The Distribution Trustee is authorized to pay appropriate retainers to any professionals retained by the Distribution Trustee or the Committee, to the extent the Distribution Trustee has funds available for such payments.

35. With respect to the Reorganization Cases of the Additional Debtors, Creditors holding a scheduled claim which is not listed as disputed, contingent or

unliquidated as to amount may, but need not, file a proof of claim. However, Creditors of the Additional Debtors whose claims are scheduled as disputed, contingent or unliquidated as to amount and who desire to participate in the cases or share in any distribution must file their proofs of claim on or before July 15, 1998. Any creditor who desires to rely on the schedules has the responsibility for determining that the listing is accurate. Creditors who have already filed a proof of claim do not need to file another.

36. All claims or causes of action held by the Distribution Trustee shall be Filed within ninety days of the Effective Date.

37. All objections to Claims shall be Filed and served on the holders of such Claims by the later of (1) 180 days after the Effective Date, or (2) 180 days after the particular Proof of Claim has been filed, except as extended by an agreement between the claimant and the Committee or Distribution Trustee, or by order of the Bankruptcy Court upon an application Filed by the Committee or the Distribution Trustee. As provided in Section VI.K of the Fourth Amended Plan, notwithstanding any prior order of the Bankruptcy Court or the provisions of Bankruptcy Rule 9019, the Committee or the Distribution Trustee may settle or compromise any Disputed Claim to the extent set forth in the Fourth Amended Plan. The Distribution Trustee may settle any action or Claim requiring a payment by the Distribution Trust or involving a payment to the Liquidating Trust in the amount of $50,000 or less without need of Bankruptcy Court approval; *provided however*, the Distribution Trustee shall not settle any controversy with any Insider regarding more than $10,000 or requiring a payment by the Liquidating Trust of more than $5,000 except by Bankruptcy Court approval of such settlement.

38. The oral and written motions of the Plan Proponents to modify the Fourth Amended Plan are granted. Section XI.E is modified to provide that a confirmation order must be entered on or before June 1, 1998 and the Effective Date must occur on or before July 1, 1998.

39. Notice of the entry of this Order shall be mailed by the Plan Proponents to all holders of Claims against and Interests in the Debtors as of the Effective Date, and such other parties as are entitled to such notice pursuant to the Bankruptcy Rules. Such mailing shall occur within 20 days after the Effective Date. No publication of this Notice shall be required. Recordation of the Notice approved by this paragraph shall constitute constructive notice of the entry of this Order.

40. Pursuant to Section 1146(c) of the Bankruptcy Code, the creation of any mortgage, deed of trust or other security interest, including deeds of trust and financing statements granted by the Debtors and/or the In-Store, the making or assignment of any lease or sublease; or the making or delivery of any deed or other instrument of transfer

or merger under, in furtherance of, or in connection with the Fourth Amended Plan, including any deeds, bills of sale, deeds of trust, financing statements, or assignments executed in connection with the Fourth Amended Plan, agreements entered into in connection therewith, including without limitation the Sale Documents, or this Order, including the transfer of the Assets as provided in the Fourth Amended Plan, shall not be subject to any stamp tax or similar tax.

41. The Holders of Interests in the Debtors are not entitled to receive any payments from the In-Store or the Reorganized Debtor. Subject to court approval, Robert Kellish and Sandra Braddock are entitled to receive payments in accordance with the terms of the agreement attached as Exhibit I to the Disclosure Agreement.

42. All unclaimed distributions under Section X.C of the Fourth Amended Plan shall be forfeited and such distributions together with, all interest earned therein and shall be distributed in accordance with the provisions of the Fourth Amended Plan.

43. As of the Effective Date, the preliminary injunction entered by the Bankruptcy Court in Optical Technologies, Inc., et al. v. LeWil Pharmacy, Inc., et al., Adversary Proceeding No. 96-202, on March 1, 1996 shall be dissolved.

44. The Debtors, the Committee, the Distribution Trustee, the Participating Lessors and In-Store are authorized and directed to take all actions necessary or appropriate to implement the Fourth Amended Plan, the Merger Documents and the Post-Confirmation Financing Documents in accordance with their respective terms, including, without limitation, to execute and deliver, or cause to be executed and delivered, the Merger Documents, the Post-Confirmation Financing Documents and the Merger Trust Agreement and all agreements and documents contemplated under or in connection with such documents.

45. This Bankruptcy Court hereby retains jurisdiction over the Reorganization Cases as set forth in Article XII. of the Fourth Amended Plan including, but not limited to, the enforcement (by any means necessary, including the use of the Court's contempt powers, as appropriate) of this Order, the Claims Purchase Agreement and the Fourth Amended Plan, including, but not limited to, the releases and injunction contained herein and in the Fourth Amended Plan.

DONE AND ORDERED at Tampa, Florida this 13th day of May, 1998.

ALEXANDER L. PASKAY
Chief Bankruptcy Judge

EXHIBIT 1

Braddock, Sandra

Pledger, Tracy

Kellish, Bob

Dortch, Susan

Garcia, Lucy

Wicker, Betsy

Crimme, Danielle

Burnside, Walter

Willet, Leo

Kirk, Greg

Daly, Bryan

Smith, Steve

Pacich, Mark

Kirk, Eric

Smith, Rand

Wells, Susan

Wilder, David

Finger, Tad

Longno, Steve

Turbiville, Albrey

Willsey, Deanna

Phillips, Steve

Grindstaff, Beth

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In Re:

OPTICAL TECHNOLOGIES, INC.	Case Nos. 96-0805-8P1
RECOMM OPERATIONS, INC.	96-1200-8P1
RECOMM ENTERPRISES, INC.	96-1201-8P1
RECOMM INT'L DISPLAY CORP., LTD.	96-1202-8P1
AUTOMATED TRAVEL CENTER, INC.,	96-1203-8P1
RECOMM INTERNATIONAL DISPLAY CORPORATION	98-2134-8P1
RECOMM INTERNATIONAL DISPLAY LTD.	98-2135-8P1
RECOMM INTERNATIONAL CORPORATION	98-2136-8P1
Debtors.	Chapter 11

ORDER GRANTING DEBTORS' MOTION FOR SUMMARY JUDGMENT ON MOTION FOR SUBSTANTIVE CONSOLIDATION AND OVERRULING OBJECTIONS

This cause came on for hearing upon the Debtors' Motion for Summary Judgment directed to the Debtors' Motion for Substantive Consolidation. **(Doc. Nos. 688, 709)**. The Motion for Summary Judgment was filed by the Debtors, Optical Technologies, Inc. (Optical), Recomm Operations, Inc. (Operations), Recomm Enterprises, Inc. (Enterprises), Recomm International Display Corp., Ltd., and Automated Travel Center, Inc. (Automated) (collectively the "Original Debtors"), and Recomm International Display Corporation (Display Corp.), Recomm International Display, Ltd. (Display Ltd.), and Recomm International Corporation (International) (collectively the "New Debtors"). The Original Debtors filed their Voluntary Petitions for relief under Chapter 11 in January 1996. The New Debtors filed their Chapter 11 cases on February 11, 1998. In their Motion, the Original Debtors and the New Debtors seek substantive consolidation of their estates.

The Motion for Summary Judgment is challenged by Raymond Manklow (Manklow); certain creditors known as Certain Washington, Texas and New Mexico Customers; creditors known as Certain Mississippi Pharmacists and Veterinarians; creditors known as the Florida Veterinarians and One Indiana Veterinarian; and the Oklahoma Creditors. **(Doc. Nos. 739, 743, 746, 755 and 770).** The Debtors contend that there are no genuine issues of material fact and that based on the record, as a matter of law they are entitled to the entry of an order granting their Motion for Substantive Consolidation.

In support of their Motion, the Debtors rely on the Affidavit of Sandra Braddock **(Doc. No. 660)**, the Supplemental Affidavit of Sandra Braddock (Ms. Braddock) **(Doc. No. 753)**, and the transcript of the testimony of Michael Zovistoski (Mr. Zovistoski). None of the objecting parties filed affidavits in opposition to the Motion or presented a specific part of the record which would indicate that there are genuine issues of material fact which would preclude the disposition of this matter by way of summary judgment. The objecting parties contend that although there are no genuine issues of material fact the Debtors are still not entitled to the relief they are seeking as a matter of law.

It should be noted at the outset that this contested matter is presented for this Court's consideration in a very unusual and unorthodox setting. This is so because the New Debtors, whose estates are sought to be consolidated with the

Original Debtors, did not file their Petitions for Relief until approximately two months ago and may not file their own disclosure statements. Further, no bar dates are set for filing proofs of claim against the New Debtors and no order has been entered scheduling the New Debtors' cases for confirmation although the Plan contemplates and is based upon the substantive consolidation of the Debtors. Nevertheless, the Debtors contend that it is not only appropriate but essential that the Motion be acted on forthwith, first because the confirmation hearing is now scheduled in the original five cases for April 29, 1998 and second, unless this Court grants the Motion for Substantive Consolidation, the Fourth Amended Plan of Reorganization (Plan) cannot be confirmed because the Debtors will not be able to establish the feasibility of the Plan. While this Court is not oblivious to the wisdom of the old adage, "haste makes waste," under the peculiar circumstances of these cases, this Court is satisfied and finds it appropriate to act on the Motion and consider the same on its merits.

The record reveals that the New Debtors were the original entities that established the business of the Debtors and established the "Network", also referred to as the Customer Base which is the heart and brain of the entire operation of the Recomm Companies. At least since January 1, 1995, none of the New Debtors had actually conducted any business except Operations, Optical and Automated. Neither Display Corp. nor Display Ltd. operated any business since that time and all operations

previously conducted by these entities were taken over and assumed by Operations.

At least since January 1, 1995, Enterprises has been the sole shareholder of Operations, Optical and Automated. Enterprises provided certain management services to Operations, Optical and Automated for which they were obligated to but did not regularly reimburse Enterprises. Between January 1994 and until approximately July 1995, Ms. Braddock, Jesse Carter (Carter) and Robert Kellish (Kellish) were the only officers and directors of each of the Recomm Companies except Automated and Recomm International Display Corporation, Limited, a nondebtor uninvolved in these cases.

Since 1995, Kellish and Braddock have remained the only officers and directors of each of the Recomm Companies. It is without dispute that the Recomm Companies were operated under common control. Since 1994, to the extent they existed, the Recomm Companies filed consolidated tax returns. Since January 1, 1995, the Recomm Companies, except Optical and Automated, commingled their assets, used such assets, and relied on funds generated by other Recomm Companies. Funds were transferred from one to another as needed and as it was available. While it is true that originally several customers, mainly the objectors, dealt with the New Debtors, it is without dispute that the public generally and other creditors dealt with Recomm Companies as such without distinguishing between them. All Recomm entities have shared the same office space since January 1995. It is without

dispute that the New Debtors have no employees and do not conduct any business. Due to the intermingling of operations, equipment and employees, it is now difficult if not impossible to segregate the assets and liabilities making up each separate Recomm entity, including the original Debtors.

Manklow and Jean Francois Vincens (Vincens), the original principals who established the business, entered into an agreement with Braddock, Kellish and Carter, pursuant to which it was agreed that Manklow and Vincens would sell all the then existing capital stock in the then existing Recomm entities to Enterprises, in consideration for the agreed upon purchase price to be evidenced by Enterprises' execution of a promissory note. The Agreement is evidenced by a document entitled, "Written Action by Shareholders and Directors in Lieu of Special Meeting of Shareholders and Directors of Recomm Enterprises, Inc.," executed on January 4, 1994 by Manklow, Vincens, Braddock, Kellish and Carter. The signature of Vincens was verified by a Civil Law Notary in Saint Maarten, Netherlands Antilles.

These are the undisputed facts as they appear from the relevant documents. In fairness, it also should be noted that Manklow is not a creditor of the Original Debtors and did not file a proof of claim against the Original Debtors. Rather, he is a creditor of Recomm International Display Corporation by virtue of the stock purchase agreement and holds a claim against that Recomm entity in excess of $9,000,000. Contrary to Manklow's contention, however, this Court has never made a finding that Recomm

International Display Corporation is the owner of the Network. Further, Manklow's contention that he is the equitable owner of the stock of Recomm International Display Corporation is irrelevant to the matter under consideration.

The objection of Certain Washington, Texas and New Mexico Customers is based on their contention that they were not served with Braddock's Affidavit and Zovistoski's testimony given in connection with a different proceeding until April 3, 1998. They also contend that they did not receive the exhibits to the Braddock Affidavit or Zovistoski's testimony until ten days prior to the scheduled hearing on the Motion. These Objectors oppose the entry of summary judgment not because the record reflects disputed facts but because the record is insufficient to justify substantive consolidation as a matter of law. In addition, they contend, by facts unsupported by affidavit or other parts of the record, that there is currently a dispute over the ownership of the New Debtors and that one or more of the New Debtors will seek to dismiss the Chapter 11 case on the basis that the cases were not authorized to be filed, depending on the outcome of an interpleader action which, according to them, is now pending in state court. Based on the above, they contend that the entry of a summary judgment is improper and the litigation casts doubt on the ability of the Debtors to obtain confirmation of the Plan. Of course, this proposition is a non sequitur simply because the matter under consideration does not involve at all whether the

Plan can be confirmed. Rather, the Motion involves the right to the substantive consolidation of these Debtors.

In their response, the Mississippi Pharmacists advance nothing but legal argument that under controlling legal principles, the Debtors have failed to establish the factors which the Court must consider, as annunciated in the case of In re Augie/Restivo Baking Co., Ltd., 860 F. 2d 515, 518 (2d Cir. 1988).

The Eleventh Circuit Court of Appeals in Eastgroup Properties v. Southern Motel Assoc., Ltd., 935 F. 2d 245 (11th Cir. 1991), stated, "It is agreed that the basic criterion by which to evaluate a proposed substantive consolidation is whether 'the economic prejudice of continued debtor separateness' outweighs 'the economic prejudice of consolidation.'" Id. at 249. The Eleventh Circuit adopted the following standard by which to determine whether to grant a motion for substantive consolidation:

> ..., the proponent of substantive consolidation must show that (1) there is substantial identity between the entities to be consolidated; and (2) consolidation is necessary to avoid some harm or to realize some benefit. ... When this showing is made, a presumption arises 'that creditors have not relied solely on the credit of one of the entities involved.' ... Once the proponent has made this prima facie case for consolidation, the burden shifts to an objecting creditor to show that (1) it has relied on the separate credit of one of the entities to be consolidated; and (2) it will be prejudiced by substantive consolidation. ... Finally, if an objecting creditor has made this showing, 'the court may order consolidation only if it determines that the demonstrated benefits of consolidation 'heavily' outweigh the harm.' (citations omitted).

Id. at 249.

Although the Eleventh Circuit cautioned that no single factor is likely to be determinative in a court's inquiry, it suggested that in making a prima facie case for consolidation, the proponent of consolidation use the following seven factors outlined in In re Vecco Construction Industries, Inc., 4 B.R. 407, 410 (Bankr. E.D. Va. 1980):

> (1) The presence or absence of consolidated financial statements.
> (2) The unity of interests and ownership between various corporate entities.
> (3) The existence of parent and intercorporate guarantees on loans.
> (4) The degree of difficulty in segregating and ascertaining individual assets and liabilities.
> (5) The existence of transfers of assets without formal observance of corporate formalities.
> (6) The commingling of assets and business functions.
> (7) The profitability of consolidation at a single physical location.

Id. at 249.

While it might be argued that the record is weak with regard to some of these factors, considering the totality of the entire picture, this Court is of the opinion that the Motion for Summary Judgment should be granted, the estates should be substantively consolidated and the Debtors' Plan should be considered by this Court.

This conclusion, however, must be read with important and serious caveats. First, this Court's ruling on the Motion for Summary Judgment should not be construed to be an indication that the Plan is confirmable and that the creditors of the New Debtors will not be given an opportunity to file proofs of claim against the New Debtors if so deemed to be advised. This Court will enter

a bar date for this purpose. Second, the creditors of the New Debtors will be recognized to have standing to participate at the confirmation hearing and will be authorized to have all of the procedural rights as the creditors of the Original Debtors.

Accordingly, it is

ORDERED, ADJUDGED AND DECREED that the Debtors' Motion for Summary Judgment on Motion for Substantive Consolidation be, and the same is hereby granted. The estates of the above-captioned debtors are hereby substantively consolidated. It is further

ORDERED, ADJUDGED AND DECREED that this Court will consider the Plan as the plan of reorganization of all of the substantively consolidated entities.

DONE AND ORDERED at Tampa, Florida, on APR 30 1998

Alexander L. Paskay
Chief Bankruptcy Judge