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The Honorable Thomas T. Glover
Chapter 11
Hearing Date: January 9, 2009
Hearing Time: 9:30 a.m.
Hearing Location: Seattle, WA

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re GEN CON LLC, Debtor.	No. 08-10844 ORDER CONFIRMING DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION
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This matter came before the Court for confirmation of the First Amended Plan of Reorganization dated December 4, 2008, (the "Plan"), filed by Gen Con LLC ("Debtor" or "Gen Con"). The Court has considered the pleadings and records on file in this case, including any objections to confirmation, oral presentations by counsel, and the evidence offered and admitted at the Confirmation Hearing. Based upon all the evidence, the Court determines, as elaborated below, that the Plan is fair and equitable, does not discriminate unfairly, and otherwise satisfies all the applicable requirements of Code §1129(a) and (b).

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I. ORDER

NOW THEREFORE, FOR THE FOREGOING REASONS AND GOOD CAUSE
HAVING BEEN SHOWN, IT IS CONCLUDED AND/OR ORDERED THAT:

1. The Plan satisfies all the requirements of confirmation set forth in Code §1129; the Plan, a copy of which is attached hereto, is hereby confirmed in all respects.

2. The Effective Date for the confirmed plan shall be January 20, 2009.

3. Any and all objections to the Plan, whether filed in writing with this Court or presented orally at the hearing, are overruled.

4. On the Effective Date, the Reorganized Debtor shall make the payments called for in the Plan in Article 10 and any fees then due under 28 U.S.C. § 1930. For making the requisite payments, the Reorganized Debtor shall use future profits of the Reorganized Debtor and cash on hand to fund the Plan. The Debtor may pay more than required under the Plan without penalty, and the Debtor may propose and make a cash out payment, without Court or Class 3 Creditor approval, to Class 3 Claimants at a discounted rate, provided that such offer is made to all members of Class 3 Creditors.

5. The Debtor's leases are assumed and assigned or rejected as set forth in Article 9 of the Plan.

6. The Reorganized Debtor is authorized to take all other actions reasonably necessary or appropriate to implement the Plan and any agreements or settlements embodied therein, in accordance with Plan terms, including, without limitation, to execute and deliver

1 any and all agreements, documents, and conveyances necessary to effectuate the Plan and the
2 agreements and settlements embodied therein.
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5 7. The Reorganized Debtor is authorized to manage its financial affairs, acquire
6 and dispose of property and compromise or settle any Claims without supervision of the
7 Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and
8 the Office of the United States Trustee, other than those restrictions expressly imposed by the
9 Plan or this Order; however, the foregoing shall be without limitation or modification of the
10 jurisdiction retained by this Court in Article 13 of the Plan.
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19 8. On the Confirmation Date, the provisions of this Plan bind the Debtor and any
20 holder of a Claim against the Debtor, whether or not the Claim is impaired under the Plan and
21 whether or not such holder has accepted the Plan.
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26 9. On the Confirmation Date, the Debtor shall be deemed discharged and released
27 to the fullest extent permitted by Bankruptcy Code §1141 from any and all claims that arose
28 prior to the Confirmation Date. The rights afforded in the Plan and the treatment of all
29 Claims thereunder shall be in exchange for, and in complete satisfaction, discharge, and
30 release of any and all Claims that arose prior to the Confirmation Date.
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38 10. On and after the Effective Date, all persons who have held, currently hold, or
39 may hold a Claim discharged or modified pursuant to the terms of the Plan shall be
40 permanently enjoined by Bankruptcy Code §§ 105 and 524 from taking any of the following
41 actions on account of any such discharged or modified Claim that occurred prior to the
42 Confirmation Date: (a) commencing or continuing in any manner any action or other
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1 proceeding against the Reorganized Debtor, or their respective assets or properties; (b)
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3 enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or
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5 order against the Reorganized Debtor or its assets or properties; (c) creating, perfecting, or
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7 enforcing any lien or encumbrance against the Reorganized Debtor's assets; (d) asserting any
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9 lien or encumbrance against the Reorganized Debtor or its assets or properties; (e)
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11 commencing or continuing any action, in any manner, in any place, that does not comply with
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13 or is inconsistent with any provision of this Order or the Plan. Any person violating an
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15 injunction contained in this paragraph may be liable for actual damages, including costs and
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17 attorneys' fees, and, where appropriate, punitive damages. The discharge shall void any
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19 judgment against the Reorganized Debtor, at any time obtained, to the extent that it relates to
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21 a discharged Claim.
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26 11. The Reorganized Debtor may employ lawyers, accountants, consultants,
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28 bookkeepers, or other employees necessary to assist in its duties.
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31 12. Any professional fee or expense reimbursement obligations incurred by the
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33 Debtor subsequent to confirmation may be paid by the Reorganized Debtor without further
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35 application to this Court. However, any dispute relating thereto shall be submitted to this
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37 Court for resolution.
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40 13. The Reorganized Debtor shall have exclusive rights to bring all objections to
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42 Claims, and any such objection shall be made not later than sixty (60) days after the Effective
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44 Date.
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1 14. The authority of the duly appointed and constituted Official Unsecured
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3 Creditors' Committee and its counsel shall be terminated on the Effective Date.
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5 15. The amendments to the Debtor's LLC Agreement shall become effective as of
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7 the Effective Date.
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10 16. The Plan is binding upon and governs the acts of all persons including, without
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12 limitation, all holders of Claims, all filing agents or officers, title agents or companies,
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14 recorders, registrars, administrative agencies, governmental units and departments, agencies
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16 or officials thereof, secretaries of state, and all other persons who may be required by law, the
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18 duties of their office, or contract to accept, file, register, record or release any documents or
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20 instruments, or who may be required to report or insure any title or state of title in or to any of
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22 the assets of the Debtor.
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25 17. The Debtor's obligations under the Plan as confirmed shall supersede the
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27 Debtor's obligations on any and all Claims and any other indebtedness that arose before the
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29 Effective Date.
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32 18. The provisions of the Plan bind the Debtor, and any holder of a Claim against
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34 the Debtor, whether or not the Claim (a) is impaired under the Plan, (b) has been allowed, or
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36 (c) the holder has filed a claim or accepted the Plan.
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39 19. The Debtor and its agents shall not have or incur any liability to any person or
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41 entity for any act taken or omission made in good faith in connection with or related to
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43 formulating, soliciting, implementing, or confirming the Plan and the Disclosure Statement.
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1 This Order is in recordable or fileable form, and shall be accepted by any recording or filing
2 officer for recording and filing purposes without further or additional orders, certifications, or
3 other supporting documents.
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8 20. If any provision of the Plan shall be determined to be unenforceable, that
9 determination shall not affect any other provision of the Plan.
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12 21. An appeal of the Confirmation Order, or its reversal or modification on appeal,
13 shall not affect the validity of the Plan, or any agreement or action authorized by this Order or
14 under the Plan with respect to any entity acting in good faith, whether or not that entity knows
15 of the appeal, unless this Order is stayed pending appeal.
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19 22. The Court shall retain jurisdiction as provided in the Plan, including in
20 accordance with Article 13 of the Plan, and applicable law.
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23 23. Within 120 days of the entry of this order, the Debtor must file a status report
24 explaining what progress has been made toward consummation of the Plan in compliance
25 with rule 2015-1(c) of the Bankruptcy Rules for the Western District of Washington (the
26 “Local Bankruptcy Rules”). Further reports must be filed every 120 days thereafter unless
27 otherwise ordered by the Court. The report shall include at least the information required by
28 Local Bankruptcy Rule 2015-1(c).
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33 24. After confirmation of the plan, the Reorganized Debtor shall serve on the
34 United States Trustee a financial report for each month (or portion thereof) the case remains
35 open. The monthly financial report shall include a statement of all disbursements made
36 during the month, whether or not pursuant to the Plan.
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