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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: x
:
CHIYODA AMERICA, INC., : Case No. 09-15059 (AJG)
:
Debtor. : Chapter 11 Case
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**ORDER CONFIRMING THE DEBTOR'S FIRST AMENDED
CHAPTER 11 PLAN OF REORGANIZATION DATED AS OF OCTOBER 6, 2009 AND
AUTHORIZING THE ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS**

The Court having considered (i) the Debtor's First Amended Chapter 11 Plan of Reorganization dated as of October 6, 2009 (Docket No. 64, hereinafter "Plan"), a copy of which is annexed hereto as Exhibit A, which amended and replaced the Plan of Reorganization dated August 19, 2009, proposed and filed by Chiyoda America, Inc., as debtor and debtor in possession in the above-referenced chapter 11 case (the "Debtor"); and the First Amended Disclosure Statement dated October 6, 2009 ("Disclosure Statement", Docket No. 66)¹ having been approved by the Court and duly transmitted to holders of Claims against and equity interests in the Debtor and other parties in interest in accordance with the Order Approving the

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

First Amended Disclosure Statement dated October 7, 2009 (“Disclosure Statement Order”, Docket No. 68), in which the Court, *inter alia*, approved solicitation and vote tabulation procedures, established the form of notice of the hearing and objection procedures in respect of confirmation of the Plan, and set the date for the hearing on confirmation of the Plan; and a hearing having been held before the Court on November 10, 2009 to consider confirmation of the Plan (the “Confirmation Hearing”); and due notice of the Confirmation Hearing having been provided to holders of Claims against and equity interests in the Debtor and other parties in interest, as established by the certificate of service and mailing filed with the Court and such notice being sufficient, and no further notice being required; and based upon and after full consideration of the entire record of the Confirmation Hearing, including (A) the Plan, the Disclosure Statement, the Plan Supplement (as hereinafter defined), and the Disclosure Statement Order, (B) the Debtor’s memorandum of law, dated November 6, 2009, in support of confirmation of the Plan (the “Memorandum of Law”), (C) the Consent Order Resolving Objections to Claim Nos. 42 and 43 Filed by Maxus Energy Corporation and Tierra Solutions, Inc. entered contemporaneously with the entry of this Order (Docket No. 78, “M&T Consent Order”), (D) the Declaration of The Garden City Group certifying ballots accepting or rejecting the Plan filed with the Court on November 5, 2009 (Docket No. 82, the “Vote Certification”); and (E) The Debtor’s Motion to Assume Certain Leases and Executory Contracts under 11 U.S.C. § 365 dated October 16, 2009 (“Assumption Motion”, Docket No. 73); and the Court having considered all objections to confirmation of the Plan (the “Objections”); and all Objections having been withdrawn, overruled, or resolved by stipulation or otherwise denied as set forth in the record of the Confirmation Hearing, which record is incorporated herein; and all other conditions to confirmation having been satisfied; and the Court being familiar with the Plan

and other relevant factors affecting the Debtor's chapter 11 case; and the Court being fully familiar with, and having taken judicial notice of, the entire record of the Debtor's chapter 11 case; and upon the arguments of counsel and the evidence proffered and adduced at the Confirmation Hearing; and upon all of the proceedings had before the Court; and the Court having made the following Findings of Fact and Conclusions of Law regarding the Plan; and after due deliberation and consideration and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:²

Jurisdiction and Venue

1. This Court has jurisdiction to confirm the Plan pursuant to 28 U.S.C. §§ 157 and 1334.
2. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L).
3. Debtor is eligible for relief under 11 U.S.C. § 109.
4. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Solicitation and Notice

5. The procedures used to distribute and tabulate the Ballots were fair, properly conducted, and in accordance with the Disclosure Statement Order, all applicable Bankruptcy Rules and the Bankruptcy Code.
6. The Disclosure Statement, the Disclosure Statement Order, the Plan, the Ballots, and notice of the Confirmation Hearing were transmitted and served in compliance with the Bankruptcy Rules, the Bankruptcy Code, the Disclosure Statement Order, and any other applicable Orders and rulings of the Court. As described in the Vote Certification, the

² Pursuant to Bankruptcy Rule 7052, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate.

transmittal and service of the Disclosure Statement, the Disclosure Statement Order, the Plan, the Ballots, and notice of the Confirmation Hearing were adequate and sufficient under the circumstances of this case.

7. Adequate and sufficient notice of the Confirmation Hearing, including the November 3, 2009 deadline for filing and serving objections to confirmation of the Plan, and other requirements and deadlines, hearings and matters described in the Disclosure Statement Order were given in compliance with the Bankruptcy Rules and the terms of the Disclosure Statement Order, and no other or further notice is required.

Chapter 11 Case and Plan Formulation

8. On the Commencement Date, the above-captioned Debtor commenced a case under chapter 11 of the Bankruptcy Code. The Debtor has operated its businesses and managed its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this chapter 11 case.

9. At a hearing on October 7, 2009, the Court approved the Disclosure Statement for the Plan that was filed by the Debtor (Docket Nos. 64 and 66, respectively) by the entry of the Disclosure Statement Order.

10. On October 7, 2009, the Debtor filed the Plan Supplement - II dated October 6, 2009 ("Plan Supplement", Docket No. 65), which includes the following documents: (i) the List of Initial Board Members and Postconfirmation Officers, (ii) the material terms of the Postconfirmation Exit Facility from Chiyoda Gravure Corporation ("CGC"), (iii) the material terms of the Equity Commitment Letter from Shinko Kigyo Corporation ("Shinko"), (iv) the Liquidation Analysis and (v) Postconfirmation Cash Flow Projections. All such materials comply with the terms of the Plan, and the filing and notice of such documents is good and

proper and is in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order and no other or further notice is or shall be required.

Section 1129 Requirements

11. Burden of Proof. As set forth herein, Debtor has met its burden of proving the elements of section 1129 of the Bankruptcy Code by at least a preponderance of the evidence, which is the applicable standard.

12. Bankruptcy Rule 3016(a). The Plan is dated and identifies the Debtor as its proponent, thereby satisfying the requirements of Bankruptcy Rule 3016(a).

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

(a) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to Administrative Expense Claims, Reclamation Claims, Miscellaneous Secured Claims, Convenience Class Claims and Priority Tax Claims, which need not be classified, the Plan designates five (5) Classes of Claims and one (1) class of Preconfirmation Equity Interests. The Claims and equity interests placed in each Class are substantially similar to other Claims and equity interests in each such Class. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and equity interests created under the Plan, and such Classes do not unfairly discriminate between holders of Claims and equity interests. The classification of Claims and equity interests in the Plan is reasonable and necessary to implement the Plan. The Plan adequately and properly classifies all Claims and equity interests and satisfies the requirements of sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) Specify Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies that Classes 1, 2, and 4 are unimpaired, thereby satisfying the requirements of section 1123(a)(2) of the Bankruptcy Code.

(c) Specify Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article IV of the Plan designates Class 3 and Classes 5 through 9, inclusive, as impaired, and Sections 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 of the Plan specify the treatment of Claims and equity interests in such Classes, thereby satisfying the requirements of section 1123(a)(3) of the Bankruptcy Code.

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

(e) Implementation of Plan (11 U.S.C. § 1123(a)(5)). Article V of the Plan and the various documents set forth in the Plan Supplement provide adequate and proper means for the implementation of the Plan, including, without limitation, (i) the Operating Agreement, (ii) cancellation of certain existing agreements, obligations, instruments, and interests, (iii) the incurrence of new indebtedness under the Exit Facility, and (iv) the continued vesting of assets of the Debtor's estate in the Reorganized Debtor, thereby satisfying the requirements of section 1123(a)(5) of the Bankruptcy Code.

(f) Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). Section 1123(a)(6) of the Bankruptcy Code has been satisfied in accordance with the provisions of the Operating Agreement.

(g) Officers, Directors or Trustee (11 U.S.C. § 1123(a)(7)). The Operating Agreement for Reorganized Debtor provides that Shinko shall designate the initial board of

directors for the Reorganized Debtor and the designation of the initial board members was contained in the Plan Supplement. This method of selection is fair and consistent with the interests of creditors and holders of equity interests and with public policy. Therefore, the requirements of section 1123(a)(7) of the Bankruptcy Code are satisfied.

14. Additional Plan Provisions (11 U.S.C. § 1123(b)). The Plan's additional provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

(a) Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). Section 8.1 of the Plan provides for the rejection of the executory contracts and unexpired leases of the Debtor as of the Effective Date, except for any executory contract or unexpired lease (i) that has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, or (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date. The Assumption Motion designates the executory contracts to be assumed by the Debtor with the applicable cure amounts for each such contract on the exhibit attached thereto ("Assumption Exhibit"), subject to the Debtor's right to add or remove contracts from the Assumption Exhibit.

(b) Cure of Defaults (11 U.S.C. § 1123(d)). The Assumption Motion provides for the satisfaction of default claims associated with each executory contract and unexpired lease to be assumed pursuant to the Plan in accordance with section 365(b)(1) of the Bankruptcy Code. The cure amounts identified in the Assumption Exhibit represent the amount, if any, that the Debtor proposes to pay in full and complete satisfaction of such default claims (the "Undisputed Cure Amounts"). Any disputed cure amounts will be determined in accordance with the underlying agreements, and applicable bankruptcy and nonbankruptcy law. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

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

(a) The Debtor is a proper debtor under section 109 of the Bankruptcy Code.

(b) The Debtor has complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court.

(c) The Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order in transmitting the Plan, the Disclosure Statement, the Ballots and related documents and notices and in soliciting and tabulating votes for the Plan.

16. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtor is the proponent for the Plan. Debtor has proposed the Plan (including, without limitation, the Plan Supplement and any other documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying the requirements of section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the formulation of the Plan, including the entire record of the Debtor's chapter 11 case. Based on the evidence presented at the Confirmation Hearing, the Court finds and concludes that the Plan has been proposed with the legitimate and honest purpose of maximizing the return available to creditors. Consistent with the overriding purpose of chapter 11 of the Bankruptcy Code, the Plan is designed to allow the Debtor to satisfy its obligations to the greatest extent possible. Moreover, the sufficiency of disclosure and the arm's-length negotiations among the Debtor, CGC, Shinko, and other parties in interest (including the Office of the United States Trustee) leading to the Plan's formulation,

all provide independent evidence of the Debtor's good faith in proposing the Plan in compliance with section 1129(a)(3) of the Bankruptcy Code. Further, the exculpation, release, and injunction provisions of the Plan have been negotiated in good faith and at arms' length with, among other persons, representatives of the Debtor, CGC and Shinko, and their respective advisors, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each necessary and essential to the Debtor's successful emergence from chapter 11.

17. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). The Plan provides that any and all payments made or to be made by the Debtor for services or costs and expenses in or in connection with this case, or in connection with the Plan and incident to this case, have been approved by, or are subject to the approval of, the Court as reasonable. Therefore, the requirements of section 1129(a)(4) of the Bankruptcy Code are satisfied.

18. Directors and Officers (11 U.S.C. § 1129(a)(5)). The Debtor has complied with section 1129(a)(5) of the Bankruptcy Code. The identity of the persons proposed to serve as the initial directors and officers of the Reorganized Debtor after the confirmation of the Plan have been fully disclosed in the Plan Supplement and the appointment to, or continuance in, such offices of such persons are consistent with the interests of holders of Claims against, and equity interests in, the Debtor and with public policy. On the Effective Date, the Postconfirmation Board will be comprised of two members, as identified in the Plan Supplement. Each member of the Postconfirmation Board will serve in accordance with the terms and subject to the conditions of the Operating Agreement. The appointment to, or continuance in, such office of each such individual is consistent with the interests of the holders of Claims and equity interests in the Reorganized Debtor, and public policy.

19. No Rate Changes (11 U.S.C. § 1129(a)(6)). After confirmation of the Plan, the Debtor's business will not involve rates established or approved by, or otherwise subject to, any governmental regulatory commission. Therefore, section 1129(a)(6) of the Bankruptcy Code is inapplicable in this case.

20. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). Based upon the Vote Certification, there were no holders of Claims in Class 3 (Allowed CGC Claim) or Class 9 (Secured Claims of Commonwealth of Pennsylvania) who voted to reject the Plan. Accordingly, the "best interests" test is applicable only to those holders of Claims that voted to reject the Plan in Class 5 (General Unsecured Claims), Class 7 (Secured Tax Claims) and Class 6 (Preconfirmation Equity Interests) which equity interests will not receive or retain any property under the Plan and, therefore, is deemed to have rejected the Plan. The Debtor's liquidation and cash flow projection analyses attached as Exhibits C and D to the Plan Supplement (a) are accurate as of the time they were prepared and subsequent developments have not rendered them inaccurate in any material respect; (b) are based upon reasonable and sound assumptions; and (c) provide a reasonable estimate of the liquidation values upon conversion to a case under chapter 7 of the Bankruptcy Code. Each holder of an impaired Claim or equity interest has, therefore, either accepted the Plan or will receive or retain under the Plan, on account of such Claim or equity interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. Based on the testimony and documentary evidence presented at the Confirmation Hearing, the Court finds that the holders of Claims and equity interests in all Classes will receive at least as much under the Plan as they would under a chapter 7 liquidation. No election has been made under 11 U.S.C § 1111(b), and therefore 11 U.S.C. §

1129(a)(7)(B) is inapplicable in this case. Accordingly, the Plan satisfies the “best interest of creditors” test under section 1129(a)(7) of the Bankruptcy Code.

21. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)).

(a) Classes 1, 2, and 4 are unimpaired by the Plan and, accordingly, holders of Claims in these Classes, if any, are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

(b) Classes 3, 5, 7, 8 and 9 are impaired by the Plan. At least two-thirds in amount and more than one-half in number of the Allowed Claims held by creditors in Classes 3, 5, 7, 8 and 9 that have voted to accept or reject the Plan have voted to accept the Plan, as established by the Vote Certification, in accordance with section 1126(c) of the Bankruptcy Code.

(c) Class 6 (Preconfirmation Equity Interests) is impaired by the Plan and the holder of the interests in this Class is not entitled to receive or retain any property under the Plan on account of its equity interests and thus is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Although the requirements of section 1129(a)(8) have not been satisfied with respect to Class 6, the Plan is confirmable because the Plan satisfies section 1129(b) of the Bankruptcy Code with respect to such Class. (See paragraph [30] below.)

22. Treatment of Administrative Expense Claims, CGC DIP Loan Claims, Priority Tax Claims, Miscellaneous Secured Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)).

The treatment of Administrative Expense Claims, CGC DIP Loan Claims, Priority Tax Claims, Miscellaneous Secured Claims, and Other Priority Claims pursuant to Article III and Article IV of the Plan, as the case may be, satisfies the requirements of sections 1129(a)(9)(A), (B), (C) and (D) of the Bankruptcy Code.

23. Acceptance By Impaired Class (11 U.S.C. § 1129(a)(10)). Classes 5, 7, 8 and 9, each of which are impaired pursuant to the Plan and entitled to vote, voted to accept the Plan by the requisite majorities. Accordingly, at least one class of claims that is impaired under the Plan (excluding the insiders in Class 3 and Class 5) has accepted the Plan. Such acceptance was determined without including any vote of any insider to accept the Plan, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

24. Feasibility (11 U.S.C. § 1129(a)(11)). The information provided in the Disclosure Statement, Plan Supplement, together with the evidence proffered or adduced at the Confirmation Hearing (a) is persuasive and credible, (b) has not been controverted by other evidence or validly challenged in any of the Objections or at the Confirmation Hearing, and (c) establishes that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtor because there is a reasonable likelihood that the Reorganized Debtor will meet its financial obligations under the Plan in the ordinary course of business. Therefore, the requirements of section 1129(a)(11) of the Bankruptcy Code are satisfied.

25. Payment of Fees (11 U.S.C. § 1129(a)(12)). Section 11.5 of the Plan provides that all fees payable under section 1930 of title 28 of the United States Code, as determined by the Court, have been paid or will be paid on the Effective Date (or when due in the ordinary course) and all such fees that arise after the Effective Date but before the closing of this case will be paid by the Reorganized Debtor. Therefore, the requirements of section 1129(a)(12) of the Bankruptcy Code are satisfied.

26. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Debtor has no Retiree Benefits (within the meaning of Section 1114) and as such, Section 1129(a)(13) of the Bankruptcy Code is not applicable to this case.

27. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtor is not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in this case.

28. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtor is not an individual, and accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in this chapter 11 case.

29. No Applicable Nonbankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Debtor is a moneyed, business, or commercial corporation, and accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable in this chapter 11 case.

30. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Debtor has requested that the Court confirm the Plan notwithstanding that the Preconfirmation Equity Interests in Class 6 (the “Rejecting Class”) were deemed to reject the Plan. Debtor has satisfied the requirements of sections 1129(b)(1) and (b)(2) of the Bankruptcy Code with respect to the Rejecting Class. Based on the evidence proffered, adduced, and/or presented at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Class, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code, because there is no holder of any interest in Debtor that is junior to the Rejecting Class that is receiving or retaining any property under the Plan on account of such junior interests. Thus, the Plan may be confirmed notwithstanding the rejection by the Rejecting Class. Upon confirmation and the

occurrence of the Effective Date, the Plan shall be binding upon the members of the Rejecting Class.

31. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in this case, and accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in this chapter 11 case.

32. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

33. Not A Small Business Case (11 U.S.C. § 1129(e)). This is not a small business case, and accordingly, section 1129(e) of the Bankruptcy Code is inapplicable in this chapter 11 case.

34. Good-Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court in this chapter 11 case, (i) the Debtor complied with the terms of the Disclosure Statement Order and is deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation and (ii) the Released Parties identified in Section 11.7 of the Plan, and each of the Released Parties' respective officers, directors, employees, accountants, financial advisors, investment bankers, agents, restructuring advisors (including all crisis and turnaround managers), and attorneys, and each of their respective agents and representatives (but, in each case, solely in connection with their official capacities in this case) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the issuance of the New

Common Stock Interests, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale or purchase of any securities under the Plan and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 11.7 of the Plan.

35. Objections. All parties have had a full and fair opportunity to litigate all issues raised by objections to confirmation of the Plan, or which might have been raised, and the objections to confirmation have been fully and fairly litigated. All objections, responses, statements, and comments in opposition to the Plan, other than those withdrawn with prejudice in their entirety prior to the Confirmation Hearing or otherwise resolved on the record of the Confirmation Hearing and/or herein are overruled for the reasons stated on the record.

36. Valuation. Pursuant to the valuation analyses set forth in the Disclosure Statement and Plan Supplement, the value of the Debtor is insufficient to support a distribution to holders of Preconfirmation Equity Interests (Class 6) under absolute priority principles.

Implementation and Consummation of Plan

37. The terms of the Plan, including without limitation the Plan Supplement and all exhibits and schedules thereto, and all other documents filed in connection with the Plan and/or executed or to be executed in connection with the transactions contemplated by the Plan and all amendments and modifications thereof (collectively, the “Plan Documents”) are incorporated by reference, are proper in all respects, and constitute an integral part of these Findings of Fact and Conclusions of Law.

38. The Plan, the Exit Facility and Operating Agreement have been negotiated in good faith and at arms’ length and shall, on and after the Effective Date, constitute legal, valid,

binding and authorized obligations of the respective parties thereto and will be enforceable in accordance with their terms.

39. Pursuant to section 1142(a) of the Bankruptcy Code, the Plan will apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law. The Debtor, Shinko and CGC, and all of their respective members, officers, directors, agents, financial advisers, attorneys, employees, equity holders, partners, affiliates, and representatives) will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, settlements, transactions, transfers and documentation contemplated thereby and (ii) take any actions authorized and directed by the Confirmation Order.

40. On the Effective Date, the Reorganized Debtor shall be authorized to pay the CGC-DIP Claims in full in Cash. Upon payment and satisfaction in full of all Allowed CGC-DIP Claims, all Liens and security interests granted to secure such obligations, whether in this Reorganization Case or otherwise, shall be terminated and of no further force or effect.

41. The availability of funding under the Exit Facility is necessary to the consummation of the Plan and the operation of the Reorganized Debtor. The terms and conditions of the Exit Facility described in the Plan Supplement are fair and reasonable under the circumstances. The execution, delivery, or performance by the Debtor or Reorganized Debtor, as the case may be, of any documents in connection with the Exit Facility, and compliance by the Debtor or Reorganized Debtor, as the case may be, with the terms thereof is authorized by, and will not conflict with, the terms of the Plan or the Confirmation Order. The financial accommodations to be extended pursuant to the Exit Facility documents are being extended in good faith, for legitimate business purposes, are reasonable, and shall not be subject to recharacterization for any purposes whatsoever. Moreover, the Exit Facility has been negotiated

in good faith and at arms' length and each party thereto may rely on the provisions of this Confirmation Order in closing the Exit Facility.

42. All transfers of property of the Debtor's estate, shall be free and clear of all Liens, charges, Claims, encumbrances, and other Interests, except as expressly provided in the Plan or this Confirmation Order. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, distribution, transfer, or exchange of notes or equity securities under or in connection with the Plan or the Exit Facility, the creation, modification, assignment, consolidation, filing, or recording of any mortgage, deed of trust, Lien, financing statement, or other security interest, the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, equity interests in Reorganized Debt, and any agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan (including without limitation, the recordation of the deed for 14 Quail Ridge Drive, Reading, PA), shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

43. Subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan and Plan Supplement shall bind (i) any holder of a Claim against, or equity interest in, each Debtor and such holder's respective successors and assigns, whether or not the Claim or equity interest is impaired under the Plan, whether or not such holder has accepted the Plan, and whether or not such holder is entitled to a distribution under the Plan, (ii) any and all non-Debtor parties to assumed executory contracts and unexpired leases with any of the Debtor, (iii) any parties that have objected to confirmation of the Plan, (iv) every other

party in interest in this case, (v) all parties receiving property under the Plan, and their respective heirs, executors, administrators, successors, or assigns.

44. The vesting, on the Effective Date, of the property of the Debtor's estate: (i) vests the Reorganized Debtor and its successors or assigns, with good title to such property, free and clear of all liens, charges, Claims, encumbrances, and other interests, except as expressly provided in the Plan or this Confirmation Order, and (ii) does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law.

45. To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the issuance under the Plan of 100% of the Reorganized Debtor's equity to Shinko will be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder and any state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities. The issuance of such equity is or was in exchange for Cash within the meaning of section 1145(a)(1) of the Bankruptcy Code. Pursuant to section 1145(c) of the Bankruptcy Code, the resale of any equity and any other securities issuable pursuant to the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder and any state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities, except for any restrictions set forth in section 1145(b) of the Bankruptcy Code.

Plan Provisions

46. The failure to specifically describe or include any particular provision of the Plan in these Findings of Fact and Conclusions of Law shall not diminish or impair the effectiveness of any such provision, it being the intent of this Court that the Plan be approved and confirmed in its entirety.

47. All Plan distributions made to creditors holding Allowed Claims in any Class are intended to be and shall be in full and final satisfaction of the Debtor's obligations under the Plan. The classifications of Claims and Preconfirmation Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by the Debtor's creditors and interest holders in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent and in no event shall be deemed to modify or otherwise affect the actual classification of such Claims and equity interests under the Plan for distribution purposes; and (c) shall not be binding on the Debtor, the Reorganized Debtor or any holder of a claim against the Debtor for purposes other than voting on the Plan; and (d) are without prejudice to the Debtor's right to object to the extent, validity and priority of any claims.

48. The provisions of Article VII of the Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are approved. Distributions on account of such Disputed General Unsecured Claims shall be made only to the extent such Disputed General Unsecured Claims become Allowed.

49. All parties to executory contracts or unexpired leases to be assumed pursuant to the Plan and the Assumption Motion were afforded good and sufficient notice of such assumption and an opportunity to object and be heard. Except to the extent that different treatment has been agreed to by the parties, within twenty (20) days after the Effective Date, the Reorganized Debtor shall pay the cure amounts (the "Cure Amounts"), if any, identified in the Assumption Motion and Assumption Exhibit. Unless objections to such Cure Amounts were

timely asserted prior to the Confirmation Hearing, the non-Debtor parties to each executory contract or unexpired lease to be assumed pursuant to the Plan are hereby barred and permanently enjoined from asserting against the Debtor or the Reorganized Debtor any defaults which must be cured other than the Cure Amounts, and the Debtor and Reorganized Debtor shall be deemed to have satisfied each element required for assumption under sections 365 and 1123(b)(2) of the Bankruptcy Code upon payment of such Cure Amounts, if any.

50. With respect to objections filed to the Assumption Motion, the Court shall hold a hearing on December 16, 2009 at 11:00 AM. Unless otherwise resolved by the parties, the Court shall determine whether such disputed defaults require cure. All disputed defaults that are required to be cured shall be cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Reorganized Debtor's liability with respect thereto, or as may otherwise be agreed to by the parties. The Debtor shall retain its rights to assume or reject any of its executory contracts or unexpired leases that are the subject of a dispute concerning amounts necessary to cure any defaults following confirmation of the Plan, in which event the Reorganized Debtor shall make its election to assume or reject such executory contracts and unexpired leases within thirty (30) days of the entry of a Final Order determining the amount required to be cured.

51. Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (a) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code of the assumption of the executory contracts and unexpired leases designated on the Assumption Exhibit that are not the subject of an objection or dispute regarding the Cure Amounts, and (b) an extension of time, pursuant to, inter alia, section 365(d)(4) of the Bankruptcy Code, within which the Debtors may assume or reject the executory contracts and

unexpired leases specified in section 8.1 of the Plan and the Assumption Motion that are the subject of an objection or dispute concerning the Cure Amounts through the later of (i) the Effective Date of the Plan or (ii) thirty (30) days following the date of an order resolving the dispute over the Cure Amounts required for executory contracts and unexpired leases to be assumed by the Debtor. The effect of confirmation of the Plan, the results thereof, and the transactions resulting therefrom or any other effect of this case, including specifically the changes to the Debtor's managing boards and equity interests, shall not be and are not a "change of control" and shall not trigger any such or similar provision of any of the executory contracts and unexpired leases assumed pursuant to the Plan.

52. Unless otherwise specified in the Assumption Motion, each executory contract and unexpired lease listed or to be listed on the Assumption Exhibit shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed in Assumption Motion and Assumption Exhibit.

53. Proofs of Claim for damages arising out of the rejection of an executory contract or unexpired lease (i.e. those not designated on the Assumption Exhibit) are to be filed with the Court and served upon the attorneys for the Debtor, no later than thirty (30) days after the later of (a) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (b) notice of entry of the Confirmation Order, (c) notice of an amendment to the Assumption Motion (solely with respect to the party directly affected by such modification), or (d) any other date fixed by an order of the Court authorizing the rejection of an executory contract or unexpired lease. All such proofs of Claim not filed within such time will be forever

barred from assertion against the Debtor and its estate or the Reorganized Debtor and its property.

54. Subject to the occurrence of the Effective Date, the obligations of the Debtor as of the Commencement Date to indemnify, defend, reimburse or limit the liability of directors, officers or employees who are directors, officers or employees of the Debtor on or after the Confirmation Date, respectively, against any claims or causes of action as provided in the Debtor's articles of organization, certificates of incorporation, bylaws, other organizational documents or applicable law, shall survive confirmation of the Plan, remain unaffected thereby and not be discharged, irrespective of whether such indemnification, defense, reimbursement or limitation is owed in connection with an event occurring before or after the Commencement Date.

55. Unless specifically rejected by order of the Bankruptcy Court and notwithstanding Section 8.1 of the Plan, the failure to designate the same on the Assumption Exhibit or any other provisions of this Order, all of the Debtor's insurance policies which are executory, if any, and any agreements, documents or instruments relating thereto, shall be deemed assumed under the Plan as of the Effective Date. Nothing contained in the Plan shall constitute or be deemed a waiver of any cause of action that the Debtor or Reorganized Debtor may hold against any entity, including, without limitation, the insurer, under any of the Debtor's policies of insurance.

56. Pursuant to Article IX of the Plan, each of the conditions precedent to the confirmation and effectiveness of the Plan has been or will be satisfied or waived on or before the Effective Date.

57. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code and sections 105, 524 and 1141 of the Bankruptcy Code to approve the injunction,

exculpation, and release provisions set forth in Sections 6.2, 6.3, 6.4, 11.7, 11.8 and 11.9 of the Plan, respectively. Section 6.2 and 6.3 of the Plan provide limited releases to certain non-debtor parties, including management and the members of the board of managers for the Debtor. The Second Circuit has previously held that a release of non-debtor parties in a chapter 11 plan should be limited to situations where the release plays “an important part in the debtor’s reorganization plan.” *Deutsche Bank AG, London Branch v. Metromedia Fiber Network, Inc. (In re Metromedia Fiber Network, Inc.)*, 416 F.3d 136, 141 (2d Cir. N.Y. 2005) (quoting *Drexel Burnham Lambert Trading Corp. v. Drexel Burnham Lambert Group, Inc. (In re Drexel Burnham Lambert Group, Inc.)*, 960 F.2d 285, 293 (2d Cir. 1992)).

58. Taking into consideration the factors set forth in Metromedia, supra, as well as the evidence admitted and adduced at the Confirmation Hearing, the Court finds that unusual circumstances exist here that render the non-debtor releases set forth in Sections 6.2 and 6.3 of the Plan important to the success of the Plan. The Court finds that, in connection with the formulation and development of the Plan, the Released Parties have tendered substantial consideration because such parties have (a) voluntarily reduced their pre-petition and related secured claims by an amount in excess of \$20 million dollars; (b) waived a distribution on account of unsecured claims in an amount in excess of \$12 million dollars; and (c) made substantial contributions of money or money’s worth to accommodate the Debtor’s business objectives and in furtherance of the successful reorganization of this estate. The Court also finds that these releases have been granted under circumstances in which there are no pending claims or causes of action against the released non-debtor parties.

59. Section 105(a) of the Bankruptcy Code permits issuance of the injunction and approval of the limited releases set forth in the Plan, if, as has been established here, such

provisions (i) are essential to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Debtor's estate, (iii) are fair and reasonable and (iv) are in the best interests of the Debtor, its estate, and parties in interest. Further, the exculpation provision in the Plan does not relieve any party of liability for an act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct or gross negligence or the other exceptions set forth therein.

60. Based upon the record of these chapter 11 cases and the evidence proffered, adduced, and/or presented at the Confirmation Hearing, this Court finds that the injunction, exculpation, and releases set forth in the Plan are consistent with the Bankruptcy Code and applicable law.

61. The provisions of Article X of the Plan regarding the Court's retention of exclusive jurisdiction over various matters and proceedings pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code, are consistent with the Bankruptcy Code and applicable law.

The Plan Satisfies Confirmation Requirements

62. Based upon the foregoing and all evidence and argument presented at the Confirmation Hearing, the Court finds and concludes that the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code. The Plan is approved and confirmed under section 1129 of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ADJUDGED, DECREED, AND

A. ORDERED that pursuant to section 1129 of the Bankruptcy Code, the Plan is hereby CONFIRMED. A copy of the confirmed Plan (without the Plan Supplement) is attached as Exhibit A to this Confirmation Order; and it is further

B. ORDERED that the terms of the Plan, including without limitation the Plan Supplement and all exhibits and schedules thereto, and all other documents filed in connection with the Plan and/or executed or to be executed in connection with the transactions contemplated by the Plan and all amendments and modifications thereof (collectively, the “Plan Documents”) are expressly incorporated into, and form an integral part of, this Confirmation Order; and it is further

C. ORDERED that the failure to specifically include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the efficacy of such provision, it being understood that the intent of this Court is that the Plan be confirmed and approved in its entirety; and it is further

D. ORDERED that all objections to confirmation of the Plan that have not been withdrawn or resolved prior to the entry of this Confirmation Order are overruled on the merits in all respects and all requests for relief therein are denied for the reasons set forth in the record of the Confirmation Hearing, which record is incorporated herein, and all withdrawn objections, if any, are deemed withdrawn with prejudice; and it is further

E. ORDERED that to the extent that this Confirmation Order is deemed to provide any modifications or alterations to the Plan, such modifications or alterations constitute technical changes and/or changes with respect to particular Claims by agreement with the holders of such Claims or equity interests, and do not materially adversely affect or change the treatment of any Claims or equity interests. Accordingly, pursuant to Bankruptcy Rule 3019, such modifications or alterations, if any, do not require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that holders of Claims or equity interests be afforded an opportunity to change previously cast

acceptances or rejections of the Plan. Without limiting the foregoing, in accordance with the provisions of the M&T Consent Order, the Debtor and Class 8 Claimants have agreed that Section 4.5 of the Plan is replaced and superseded by the following:

4.5 Class 8 Claims. Class 8 shall consist of the Newark Bay Complex Claims. Without Debtor admitting liability, on the Effective Date, Maxus shall have an allowed unsecured claim in the amount of \$25,000.00 and Tierra shall have an allowed unsecured claim in the amount of \$25,000.00 which shall be paid to them within ten (10) days after the Effective Date in full and complete satisfaction of any and all claims they bought or could have bought in the New Jersey Action. Nothing contained herein shall constitute an admission against interest and the Debtor denies any and all liability whatsoever to Maxus, Tierra, or any other plaintiff, defendant, third party plaintiff or third party defendant named in the New Jersey Action. The Class 8 claims are impaired and entitled to vote.

and it is further

F. ORDERED that the Debtor and the Reorganized Debtor are authorized and directed to take all actions necessary or appropriate to enter into, implement, and consummate the contracts, instruments, releases, leases, agreements or other documents created or executed in connection with the Plan or the Plan Supplement; and it is further

G. ORDERED that the documents contained in the Plan Supplement, including, the List of Initial Board Members and Officers, and Exit Facility, and any amendments, modifications, and supplements thereto, and all documents and agreements introduced into evidence by the Debtor at the Confirmation Hearing (including all exhibits and attachments thereto and documents referred to therein), and the execution, delivery, and performance thereof by the Reorganized Debtors, are authorized and approved when they are finalized, executed and delivered; and it is further

H. ORDERED that, without further order or authorization of this Court, the Debtor, Reorganized Debtor and its successors are authorized and empowered to make all modifications

to all documents included as part of the Plan Supplement that are consistent with the Plan. Execution versions of the documents comprising the Plan Supplement (including without limitation, the Exit Facility) shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all liens and security interests purported to be created thereby; and it is further

I. ORDERED that on the Effective Date, the CGC-DIP Claims shall be indefeasibly paid in full in Cash. Upon payment and satisfaction in full of CGC-DIP Claims, all Liens and security interests granted to secure such obligations, shall be terminated and of no further force or effect and the Challenge Period (as defined in the Final Order Authorizing Secured Post-Bankruptcy Financing (“Final DIP Order”, Docket No. 50) shall be deemed expired and the provisions of Section 30 of the Final DIP Order regarding the claims and liens of CGC are hereby incorporated by reference herein; and it is further

J. ORDERED that the Reorganized Debtor’s entry into the Exit Facility and the incurrence of the indebtedness thereunder on the Effective Date is authorized without the need for any further corporate action and without any further action by holders of Claims or equity interests; and it is further

K. ORDERED that all transfers of property of the Debtor’s estates shall be free and clear of all Liens, charges, Claims, encumbrances, and other Interests, except as expressly provided in the Plan or this Confirmation Order. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, distribution, transfer, or exchange of notes or equity securities under or in connection with the Plan, the creation, modification, assignment, consolidation, filing, or recording of any mortgage, deed of trust, Lien, financing statement, or other security interest, the

making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan (including without limitation, the recordation of the deed for 14 Quail Ridge Drive, Reading, PA), including the Exit Facility, and any agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax; and it is further

L. ORDERED that, subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan and Plan Supplement shall bind (i) any holder of a Claim against, or equity interest in, the Debtor and such holder's respective successors and assigns, whether or not the Claim or equity interest is impaired under the Plan, whether or not such holder has accepted the Plan, and whether or not such holder is entitled to a distribution under the Plan, (ii) any and all non-Debtor parties to assumed executory contracts and unexpired leases with any of the Debtor, (iii) any parties that have objected to confirmation of the Plan, (iv) every other party in interest in this case, (v) all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Reorganized Debtor's Property, and (vi) all parties receiving property under the Plan and the Plan Documents, and their respective heirs, executors, administrators, successors, or assigns; and it is further

M. ORDERED that the vesting, on the Effective Date, of the property of the Debtor's estate: (i) vests the Reorganized Debtor or its successors or assigns, as the case may be, with

good title to such property, free and clear of all Liens, charges, Claims, encumbrances, and other Interests, except as expressly provided in the Plan or this Confirmation Order, and (ii) does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing Claims or Liens against the Debtor or its Property (that are not otherwise allowed under the Plan) shall not have delivered to the Debtor prior to the Effective Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Claims or Liens that the person or entity has with respect to the Debtor or its Property or otherwise, then: (a) the Debtor is hereby authorized and directed (with power of attorney) to execute and file such statements, instruments, releases, satisfaction pre-statements and other documents on behalf of the person or entity with respect to the Debtor or its Property, and (b) the Reorganized Debtor and Plan Funder are hereby authorized to file, register or otherwise record a certified copy of this Confirmation Order, which shall constitute conclusive evidence of the release of all Claims and liens against the Debtor or its Property of any kind or nature whatsoever; and it is further

N. ORDERED that any licenses or rights to use software, firmware and other intellectual property that were property of the Debtor's estate, or that were licensed to the Debtor on a fully paid basis, shall continue to vest in the Reorganized Debtor on the Effective Date; and it is further

O. ORDERED that all Plan distributions made or to be made to creditors holding Allowed Claims in any Class are intended to be and shall be in full and final satisfaction of the Debtor's obligations under the Plan. The classifications of Claims and Preconfirmation Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by

the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by the Debtor's creditors and interest holders in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent and in no event shall be deemed to modify or otherwise affect the actual classification of such Claims and equity interests under the Plan for distribution purposes; (c) shall not be binding on the Debtor, the Reorganized Debtor or any holder of a claim against the Debtor for purposes other than voting on the Plan and (d) is without prejudice to the Debtor's right to object to the extent, validity and priority of any claims; and it is further

P. ORDERED that pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, the relief requested in the Assumption Motion is hereby granted and all executory contracts and unexpired leases that exist between the Debtor and any person or entity shall be deemed rejected by the Debtor as of the Effective Date, except for any executory contract or unexpired lease (1) that has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date and for which the motion was filed prior to the Confirmation Date, (2) are set forth in the Assumption Motion and Assumption Exhibit and not the subject of an objection or dispute regarding the Cure Amount, (3) as to which a different time for rejection has been fixed by order of the Court, or (4) as to which a motion for approval of the rejection of such executory contract or unexpired lease has been filed and served prior to the Effective Date but subject to the Debtor's subsequent right to reject under Section Q below and Section 50 above; *provided, however*, that the Debtor reserves the right, on or prior to the Confirmation Date, to amend the Assumption Motion and Assumption Exhibit to delete any executory contract or unexpired lease therefrom or add any executory contract or unexpired lease thereto, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be, respectively, either

rejected or assumed as of the Effective Date; provided further, however, that any agreement by a party to (i) refrain from offering employment to persons employed by the Debtor, (ii) refrain from competition with the Debtor's business, (iii) refrain from soliciting business transactions from the Debtor's customers (iv) protect the Debtor's confidential information from disclosure, or (v) recognize the Debtor's ownership of any intellectual property or inventions, shall remain in full force and effect and shall be enforceable by the Debtor or the Reorganized Debtor, as the case may be, to the extent permitted by applicable law. Notwithstanding any omission from the Assumption Motion and Assumption Exhibit, all agreements, the primary purpose of which is the licensing of intellectual property rights by the Debtor from third parties shall be deemed assumed upon entry of this Confirmation Order expressly conditioned upon and subject to the occurrence of the Effective Date and the cure costs in connection with each such agreement is hereby fixed at \$0.00. As of the Effective Date, the Debtor is authorized to assume all executory contracts and leases set forth on the Assumption Exhibit and pay the cure amounts, if any, set forth on such exhibit; and it is further

Q. ORDERED that, with respect to objections filed to the Debtor's assumption of contracts or leases pursuant to Section 8.1 of the Plan and the Assumption Motion, the Court shall hold a hearing on the date set forth in Section 50 above. Unless otherwise resolved by the parties, the Court shall determine whether such disputed defaults require cure. All disputed defaults that are required to be cured shall be cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Reorganized Debtor's liability with respect thereto, or as may otherwise be agreed to by the parties. Notwithstanding Section 8.1 of the Plan or the Assumption Motion, the Debtor shall retain its rights to assume or reject any of its executory contracts or unexpired leases that are the subject of a dispute concerning amounts

necessary to cure any defaults, in which event the Reorganized Debtor shall make its election to assume or reject such executory contracts and unexpired leases within thirty (30) days of the entry of a Final Order determining the amount required to be cured; and it is further

R. ORDERED that this Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (a) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to section 8.1 of the Plan and designated on the Assumption Exhibit (that are not the subject of an objection or dispute regarding the Cure Amounts), (b) an extension of time, pursuant to, inter alia, section 365(d)(4) of the Bankruptcy Code, within which the Debtors may assume or reject the executory contracts and unexpired leases specified in section 8.1 of the Plan and the Assumption Motion (that are the subject of an objection or dispute regarding the Cure Amounts) through the later of (i) the Effective Date of the Plan or (ii) thirty (30) days following the date of an order resolving the dispute over the Cure Amounts required for any executory contracts and unexpired leases to be assumed by the Debtor; and it is further

S. ORDERED that the effect of confirmation of the Plan, the results thereof, and the transactions resulting therefrom or any other effect of this case, including specifically the changes to the Debtor's managing boards and equity interests, shall not be and are not a "change of control" and shall not trigger any such or similar provision of any of the executory contracts and unexpired leases assumed pursuant to the Plan; and it is further

T. ORDERED that, unless otherwise specified in the Assumption Motion, each executory contract and unexpired lease listed or to be listed therein and on the Assumption Exhibit shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in

any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed in the Assumption Motion or Assumption Exhibit, and it is further

U. ORDERED that Proofs of Claim for damages arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan must be filed with the Court and served upon the attorneys for the Debtor or, on and after the Effective Date, the Reorganized Debtor, no later than thirty (30) days after the later of (a) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (b) notice of entry of the Confirmation Order, (c) notice of an amendment to the Assumption Motion (solely with respect to the party directly affected by such modification), or (d) any other date fixed by an order of the Court authorizing the rejection of an executory contract or unexpired lease. All such proofs of Claim not filed within such time will be forever barred from assertion against the Debtor and their estates or the Reorganized Debtor and their property; and it is further

V. ORDERED that on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, the Debtor, its properties and interests in property and its operations shall be released from the custody and jurisdiction of the Bankruptcy Court, and all property of the estate of the Debtor shall continue to vest in the Reorganized Debtor free and clear of all Claims, Liens, encumbrances, charges and other interests, except as provided in the Plan. From and after the Effective Date, the Reorganized Debtor may operate its business and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules, subject to the terms and conditions of the Plan; and it is further

W. ORDERED that, except as provided in the Plan, the rights afforded in and the payments and distributions to be made under the Plan shall terminate, extinguish and constitute a

cancellation of all Preconfirmation Equity Interests and discharge all existing debts and Claims of any kind, nature or description whatsoever against or in the Debtor or any of its assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code (including without limitation, a discharge of all claims referenced in Section 11.8 of the Plan). Except as provided in the Plan, upon the Effective Date, all existing Claims against the Debtor and Preconfirmation Equity Interests shall be, and shall be deemed to be, discharged, extinguished, cancelled and terminated, and all holders of such Claims and Preconfirmation Equity Interests (including without limitation, all entities referenced in Section 11.8 of the Plan) shall be precluded and enjoined from asserting against the Reorganized Debtor, its successors or assignees or any of their assets or properties, any other or further Claim or Preconfirmation Equity Interest based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Preconfirmation Equity Interest and whether or not the facts or legal bases therefor were known or existed prior to the Effective Date; and it is further

X. ORDERED that, upon the Effective Date, in consideration of the distributions to be made under the Plan and except as otherwise expressly provided in the Plan, each holder (as well as any trustees and agents on behalf of each holder) of a Claim or Preconfirmation Equity Interest and any affiliate of such holder shall be deemed to have forever waived, released and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Preconfirmation Equity Interests, rights and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such persons shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any

such discharged Claim against or terminated Preconfirmation Equity Interest in the Debtor; and it is further

Y. ORDERED that, except as otherwise expressly provided in the Plan, all Persons or entities who have held, hold or may hold Claims against or Preconfirmation Equity Interests in the Debtor are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Preconfirmation Equity Interest against the Reorganized Debtor, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Reorganized Debtor with respect to such Claim or Preconfirmation Equity Interest, (c) creating, perfecting or enforcing any encumbrance of any kind against the Reorganized Debtor or against the property or interests in property of the Reorganized Debtor with respect to such Claim or Preconfirmation Equity Interest, (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due to the Reorganized Debtor or against the property or interests in property of Reorganized Debtor with respect to such Claim or Preconfirmation Equity Interest and (e) pursuing any claim released pursuant to the Plan; and it is further

Z. ORDERED that all injunctions or stays arising under or entered during this case under section 105 or 362 of the Bankruptcy Code, or otherwise, that are in existence on the Confirmation Date shall remain in full force and effect until the Effective Date, provided, however, that no such injunction or stay shall preclude enforcement of parties' rights under the Plan and the related documents; and it is further

AA. ORDERED that the Court shall retain, and continue to have, exclusive jurisdiction of all matters arising out of, or related to, this case and the Plan pursuant to, and for

the purposes of, sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation, those matters referenced in Article X of the Plan;

BB. ORDERED that all fees payable under section 1930 of chapter 123 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date or in the ordinary course of business; and it is further

CC. ORDERED that requests for payment of Administrative Expense Claims must be filed and served, and ordinary course expenses must be billed, no later than 60 days after the Effective Date (the “Administrative Expense Claims Bar Date”) or be forever barred from doing so, and notice of the entry of this Confirmation Order, delivered pursuant to Bankruptcy Rules 3020(c) and 2002(f) shall set forth such date and shall constitute notice of the Administrative Expense Claims Bar Date; and it is further

DD. ORDERED that all entities seeking awards by the Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date³ under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code shall (a) file, on or before the date that is twenty (20) days after the Effective Date their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (b) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order relating to or Allowing any such Administrative Expense Claim; and it is further

EE. ORDERED that the Reorganized Debtor is authorized to pay compensation for professional services rendered and reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Court approval; and it is further

³ Any application for such fees and expenses may cover requests through the end of the month of the Confirmation Date for purposes of administrative convenience.

FF. ORDERED that in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtor shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing), without the approval of the Bankruptcy Court, all claims, rights or causes of action, suits, and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or its estates may hold against any Person or entity. The Reorganized Debtor may pursue such retained claims, rights or causes of action, suits, or proceedings as appropriate, in accordance with the best interests of the Reorganized Debtor; and it is further

GG. ORDERED that any distributions under the Plan that are unclaimed for a period of ninety days after distribution thereof shall be unclaimed distributions and any entitlement of any holder of any Claim to such distributions shall be extinguished and forever barred; and it is further

HH. ORDERED that pursuant to Bankruptcy Rule 3020(e), this Confirmation Order is immediately effective and shall not be stayed following its entry; and it is further

II. ORDERED that this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement; and it is further

JJ. ORDERED that pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c), the Reorganized Debtor shall file and serve notice of entry of this Confirmation Order in substantially the form annexed hereto as Exhibit B (the "Notice of Confirmation Order") on all creditors and interest holders, the United States Trustee for the Southern District of New York,

and all other parties in interest entitled to receive notice under the Order Authorizing Certain Notice and Case Management Guidelines dated August 25, 2009 (“Guidelines Order”, Docket No. 26), by causing the Notice of Confirmation Order to be delivered to such parties by first-Class mail, postage prepaid, within 10 business days after entry of this Confirmation Order. The Notice of Confirmation Order shall also be posted on the website of the Debtor’s Court-appointed voting and tabulation agent, The Garden City Group, Inc. at: www.CAIRereorg.com. Such notice is adequate under the particular circumstances and no other or further notice is necessary. The form of Notice of Confirmation Order substantially in the form annexed hereto as Exhibit B is approved; and it is further

KK. ORDERED that as soon as practicable after the occurrence of the Effective Date, the Reorganized Debtor shall file notice of the occurrence of the Effective Date in the form attached hereto as Exhibit “C” and shall serve a copy of same on all parties referenced in Section JJ above; and it is further;

LL. ORDERED that on the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code; and it is further

MM. ORDERED that the Debtor reserves the right to revoke or withdraw the Plan prior to the Effective Date. If the Debtor takes such action, the Plan shall be deemed null and void. In such event, nothing contained in the Plan shall constitute or be deemed a waiver or release of any Claims by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any person in any further proceedings involving the Debtor and shall not otherwise constitute an admission against interest; and it is further

NN. ORDERED that if any of the provisions of this Order are hereafter reversed, modified or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to receipt of written notice of such order by the Debtor. Notwithstanding any such reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, all documents relating to the Plan and any amendments or modifications to any of the foregoing; and it is further

OO. ORDERED that the provisions of the Plan, M&T Consent Order and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order or the M&T Consent Order, then solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence. The provisions of this Confirmation Order are integrated with each other and are non-severable and mutually dependent; and it is further

PP. ORDERED that Section 4.4 of the Plan is replaced and superseded by the following:

4.4 Class 7 Claims. Class 7 shall consist of the Secured Real Estate Tax Claims. Class 7 shall have an aggregate allowed Secured Claim in the amount of \$203,294.77 which claim shall be allocated as follows: (i) a Secured Real Estate Tax Claim in the amount of \$68,816.28 in favor of Deana Vivola, Tax Collector to be repaid in sixty (60) monthly principal installments of \$1,146.94, plus interest at the rate of five percent (5%) commencing on the first day of the second month following the Effective Date; and (ii)

a Secured Real Estate Tax Claim in the amount of \$134,478.49 in favor of the Twin Valley School District Real Estate Tax Collector (and its assignees, successors and assigns) to be repaid in sixty (60) monthly payment installments of \$2,241.31 plus interest at the rate of 5% commencing on the second month following the Effective Date. Reorganized Debtor shall have the right to prepay the Class 7 claims in whole or in part without penalty at any time subsequent to the Effective Date. Class 7 claims are impaired and entitled to vote.

QQ. ORDERED that this Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof; provided, however, that this Court finds that the automatic stay of this Order under Federal Rule of Bankruptcy Procedure No. 3020(e) is hereby waived for cause.

RR. ORDERED that notwithstanding the Assumption Exhibit to the contrary and conditioned upon the Effective Date of the Plan occurring, Debtor and Ebersole Dedicated Services ("EDS") agree that the Debtor shall pay EDS the sum of \$5,900.00 in full and complete satisfaction of any and all claims that EDS has against Debtor including, without limitation, all amounts required to be paid under Section 365 of the Bankruptcy Code to cure all defaults under the warehouse lease between Debtor and EDS.

Dated: November 10, 2009
New York, New York

s/Arthur J. Gonzalez
United States Bankruptcy Judge

BLANK ROME LLP
Attorneys for Debtor
The Chrysler Building
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(212) 885-5000
Michael Z. Brownstein
Rocco A. Cavaliere
and
One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
Joel C. Shapiro

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: x
:
CHIYODA AMERICA, INC., : Case No. 09-15059 (AJG)
:
Debtor. : Chapter 11 Case
----- x

**NOTICE OF ENTRY OF ORDER CONFIRMING DEBTOR'S FIRST AMENDED
CHAPTER 11 PLAN OF REORGANIZATION DATED AS OF OCTOBER 6, 2009 AND
CERTAIN DEADLINES RELATING THERETO**

TO ALL PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11
CASE:

PLEASE TAKE NOTICE THAT:

On November 10, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the Debtor's First Amended Chapter 11 Plan of Reorganization dated as of October 6, 2009 (the "Plan"), of Chiyoda America, Inc. (the "Debtors"). Unless otherwise defined in this notice, capitalized terms used in this notice shall have the meanings ascribed to them in the Plan.

The Confirmation Order (including the Plan attached as an exhibit thereto) is available for inspection during regular office hours in the office of the clerk of the Bankruptcy Court at the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004. **The Confirmation Order is also available free of charge on the website of the Debtor's claims and noticing agent, The Garden City Group, Inc. ("Garden City"), at: <http://CAIReorg.com>**

The Confirmation Order provides that the provisions of the Plan and the documents relating to the Plan bind (a) any holder of a Claim against, or equity interest in the Debtor and such holder's respective successors and assigns, whether or not the Claim or equity interest is impaired under the Plan, whether or not such holder has accepted the Plan, and whether or not such holder is entitled to a distribution under the Plan, (b) any and all non-Debtor parties to assumed executory contracts and unexpired leases with the Debtor, (c) any parties that objected to confirmation of the Plan, (d) every other party in interest in the Debtor's chapter 11 case and (e) all parties receiving property under the Plan, and their respective heirs, executors, administrators, successors, or assigns.

DISCHARGE OF DEBTOR AND PERMANENT INJUNCTION

Pursuant to the Plan, all property of the Debtor's estate is vested in the Reorganized Debtor, free and clear of all liens, claims, encumbrance, and interests. Accordingly, except as otherwise provided in the Plan, on the Effective Date of the Plan, all existing Claims against the Debtor shall be discharged. All persons holding such Claims shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against the Debtor.

Furthermore, except as otherwise expressly provided in the Plan, all persons or entities who have held, hold or may hold Claims against or Preconfirmation Equity Interests in the Debtor are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Preconfirmation Equity Interest against the Reorganized Debtor, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against any Reorganized Debtor with respect to such Claim or Preconfirmation Equity Interest, (c) creating, perfecting or enforcing any encumbrance of any kind against Reorganized Debtor or against the property or interests in property of Reorganized Debtor with respect to such Claim or Preconfirmation Equity Interest, (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due Reorganized Debtor or against the property or interests in property of Reorganized Debtor with respect to such Claim or Preconfirmation Equity Interest and (e) pursuing any claim released pursuant to the Plan.

DEADLINE FOR FILING REJECTION DAMAGE CLAIMS

If you are a counterparty to an executory contract or unexpired lease that (i) was not listed on the Schedule of contracts to be assumed which was attached to the Assumption Motion filed on October 16, 2009 [Docket No. 70], (ii) was not previously assumed by order of the Bankruptcy Court, or (iii) does not have as its primary purpose the licensing of intellectual property rights by the Debtor from you, then your executory contract or unexpired lease has or will be rejected by the Debtor as provided in the Plan or applicable court order.⁴

⁴ The Confirmation Order also provides that any agreement by a party to (i) refrain from offering employment to persons employed by the Debtor, (ii) refrain from competition with the Debtor's business, (iii) refrain from

IF YOUR EXECUTORY CONTRACT OR UNEXPIRED LEASE WAS REJECTED PURSUANT TO THE PLAN, THEN A PROOF OF CLAIM FOR DAMAGES, IF ANY, ARISING FROM THE REJECTION OF THAT CONTRACT, OR LEASE MUST BE FILED SO AS TO BE ACTUALLY RECEIVED BY THE DEBTOR'S CLAIMS AGENT, THE GARDEN CITY GROUP, INC., ON OR BEFORE DECEMBER 23, 2009 IN ORDER TO BE CONSIDERED TIMELY.

If you have already filed a proof of claim for damages arising from the rejection of your contract or lease, there is no need to file another proof of claim for such damages. However, if you fail to file a timely claim for such damages, you shall be forever barred, estopped, and enjoined from asserting such a claim against the Debtor or the Reorganized Debtor or its properties or interests in property, and the Debtor and Reorganized Debtor and its properties and interests in properties shall be forever discharged from any and all indebtedness or liability with respect to such claim.

Each such proof of claim shall be an original, shall substantially conform to the proof of claim for approved by the Court or the Official Form No. 10, shall be duly executed and written in the English language, shall set forth the Debtor's name and the chapter 11 case number shall set forth all amounts claimed therein in the United States dollars, and shall be delivered to the claims agent in these cases, as follows:

(if mailed)

The Garden City Group, Inc.
Attn: Chiyoda America, Inc.
P.O. Box 9531
Dublin, Ohio 43017-4831

(if sent by hand delivery or overnight courier)

The Garden City Group, Inc.
Attn: Chiyoda America, Inc.
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

Proof of claim forms may be requested telephonically from The Garden City Group, Inc. at (631) 470-5000.

soliciting business transactions from the Debtor's customers (iv) protect the Debtor's confidential information from disclosure, or (v) recognize the Debtor's ownership of any intellectual property or inventions, shall remain in full force and effect and shall be enforceable by the Debtor or the Reorganized Debtor, as the case may be, to the fullest extent permitted by applicable law.

**DEADLINE FOR FILING ADMINISTRATIVE EXPENSE CLAIMS, AS WELL
AS FEE AND EXPENSE REIMBURSEMENT APPLICATIONS**

Section 1.3 of the Plan defines Administrative Expense Claims as any right to payment constituting a cost or expense of administration of the Reorganization Cases which is Allowed under sections 330, 503(b), 507(a)(2) and 507(b) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses of preserving the Debtor's estate, (b) any actual and necessary costs and expenses of operating the Debtor's businesses, (c) any indebtedness or obligations incurred or assumed by the Debtor in Possession during the Reorganization Case and (d) any compensation for professional services rendered and reimbursement of expenses incurred.

IF YOU HAVE AN ADMINISTRATIVE EXPENSE CLAIM (OTHER THAN ONE FOR COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED) THAT HAS NOT YET BEEN PAID, THEN PURSUANT TO THE CONFIRMATION ORDER YOUR REQUEST FOR PAYMENT OF SUCH AN ADMINISTRATIVE EXPENSE CLAIM MUST BE FILED, NO LATER THAN 30 DAYS AFTER THE EFFECTIVE DATE OF THE PLAN OR YOU WILL BE FOREVER BARRED FROM DOING SO.

All entities seeking awards by the Court of compensation for professional services rendered or reimbursement of expenses incurred through and including the Confirmation Date (each a "Final Fee Application")⁵ under Sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code shall (a) file, on or before the date that is twenty (20) days after the Effective Date their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (b) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order relating to or Allowing such Administrative Expense Claim. The Debtor will file a notice of the Effective Date.

Final Fee Applications, together with proof of service thereof, shall be filed with the Bankruptcy Court and served on (i) counsel for the Debtor, Blank Rome, LLP, One Logan Square, 130 N. 18th Street, Philadelphia, PA 19103 (Attn: Joel C. Shapiro) and Blank Rome LLP, The Chrysler Building, 405 Lexington Avenue, New York, New York 10174-0208 (Attn: Michael Z. Brownstein and Rocco Cavaliere), (ii) the U.S. Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Susan Golden), and (iii) Bingham McCutchen LLP, 399 Park Avenue, New York, New York 10022 (Attn: Kate Simon).

⁵ Any application for such fee and expenses may cover requests through the end of the month of the Confirmation Date for purposes of administrative convenience.

Objections, if any, to any Final Fee Application shall be filed with the Bankruptcy Court, together with proof of service thereof, and served upon the applicant and the parties identified above, so as to be filed and actually received not later than 4:00 p.m. prevailing Eastern Time on the date that is five business days prior to the hearing on such Final Fee Application.

Dated: November ____, 2009
New York, New York

By: /s/ Michael Z. Brownstein
Michael Z. Brownstein

Blank Rome LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0208

and

Joel C. Shapiro, Esquire
One Logan Square
130 N. 18th Street
Philadelphia, PA 19103

Attorneys for Debtor

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Joel C. Shapiro

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: x
:
CHIYODA AMERICA, INC., : Case No. 09-15059 (AJG)
:
Debtor. : Chapter 11 Case
----- x

**NOTICE OF OCCURRENCE OF EFFECTIVE DATE OF
CHAPTER 11 PLAN OF REORGANIZATION**

PLEASE TAKE NOTICE that the Effective Date of the Debtor's Confirmed First Amended Chapter 11 Plan of Reorganization Dated as of October 6, 2009 occurred on November [], 2009.

Dated: November __, 2009
New York, New York

By: /s/ Michael Z. Brownstein
Michael Z. Brownstein

Blank Rome LLP
The Chrysler Building
405 Lexington Avenue
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and
Joel C. Shapiro, Esquire
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Attorneys for Reorganized Debtor

