



SO ORDERED.

SIGNED May 26, 2006.

**GERALD H. SCHIFF
UNITED STATES BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE:	*	CASE NO. 05-52696
	*	
SOLA COMMUNICATIONS, L.L.C.	*	CHAPTER 11
Debtor	*	
	*	
IN RE:	*	CASE NO.: 05-
52875	*	
	*	
EMPLOYEE ACQUISITION	*	CHAPTER 11
COMPANY, L.L.C.	*	
Debtor	*	
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ORDER CONFIRMING JOINT PLAN OF REORGANIZATION OF SOLA COMMUNICATIONS, L.L.C. AND EMPLOYEE ACQUISITION COMPANY, L.L.C., SUBMITTED BY SOLA COMMUNICATIONS, L.L.C., EMPLOYEE ACQUISITION COMPANY, L.L.C., THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF SOLA COMMUNICATIONS, L.L.C., COMMUNICATIONS FINANCE, L.L.C, AND COMMUNICATIONS MEZZANINE FINANCE, L.L.C. UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE, IMMATERIALLY MODIFIED AS OF APRIL 25, 2006, AND AS OF CONFIRMATION

On the 23rd day of May, 2006, there came on for hearing the confirmation the JOINT PLAN OF REORGANIZATION OF SOLA COMMUNICATIONS, L.L.C. AND EMPLOYEE ACQUISITION COMPANY, L.L.C., SUBMITTED BY SOLA COMMUNICATIONS, L.L.C., EMPLOYEE ACQUISITION COMPANY, L.L.C., THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF SOLA COMMUNICATIONS, L.L.C., COMMUNICATIONS FINANCE, L.L.C, AND COMMUNICATIONS MEZZANINE FINANCE, L.L.C. UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE, IMMATERIALLY MODIFIED AS OF APRIL 25, 2006, AND AS OF CONFIRMATION, the redline version of which, entered on the docket as entry #476, (the “*Joint Plan*”) was considered by the Court as the plan before the Court for confirmation. The Joint Plan is an amended version of the JOINT PLAN OF REORGANIZATION OF SOLA COMMUNICATIONS, L.L.C. AND EMPLOYEE ACQUISITION COMPANY, L.L.C., SUBMITTED BY SOLA COMMUNICATIONS, L.L.C., EMPLOYEE ACQUISITION COMPANY, L.L.C., THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF SOLA COMMUNICATIONS, L.L.C., COMMUNICATIONS FINANCE, L.L.C, AND COMMUNICATIONS MEZZANINE FINANCE, L.L.C. UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE, MODIFIED AS OF APRIL 25, 2006, (the “*April 25th Plan*”), and as the Court sets forth below, the modifications within the Joint Plan are immaterial such that the Joint Plan is an immaterial modification of the April 25th Plan. At hearing, counsel for Sola Communications, L.L.C. (“*Sola*”) and Employment Acquisition Company, L.L.C. (“*EAC*”) (Sola and EAC sometimes collectively referred to herein as “*Debtors*”) advised the Court of certain modifications to

the Joint Plan, including a modification resolving the objection to confirmation of the Joint Plan by Ford Motor Company, and certain technical modifications relating to the issuance of the New EAC Membership Units¹ upon approval by the FCC of use by Reorganized Sola of its FCC licenses. The Joint Plan as modified by the amendments related to the Court at the May 23, 2006 hearing on confirmation of the Joint Plan (the “*Confirmation Hearing*”), is entered on the docket as entry # 498, and was considered, along with the Plan Supplement entered on the docket as entry #479 (collectively referred to herein as the “*Final Modified Joint Plan*”), as the plan before the Court at the Confirmation Hearing.

Upon the oral reasons assigned in open court at the Confirmation hearing, as supplemented by the written FINDINGS OF FACT AND CONCLUSIONS OF LAW SUPPORTING ORDER CONFIRMING JOINT PLAN OF REORGANIZATION OF SOLA COMMUNICATIONS, L.L.C. AND EMPLOYEE ACQUISITION COMPANY, L.L.C., SUBMITTED BY SOLA COMMUNICATIONS, L.L.C., EMPLOYEE ACQUISITION COMPANY, L.L.C., THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF SOLA COMMUNICATIONS, L.L.C., COMMUNICATIONS FINANCE, L.L.C, AND COMMUNICATIONS MEZZANINE FINANCE, L.L.C. UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE, IMMATERIALLY MODIFIED AS OF APRIL 25, 2006, AND AS OF CONFIRMATION (the “Findings and Conclusions”), issued by the Court of even date herewith,

IT IS ORDERED THAT:

¹ Capitalized terms not defined herein shall have the same meaning ascribed to them within the Final Modified Joint Plan.

1. The Final Modified Joint Plan be and is hereby **CONFIRMED**.
2. The property of the Debtors shall revert in Reorganized Sola and Reorganized EAC on the Effective Date, in accordance with the Final Modified Joint Plan, except as provided within the Final Modified Joint Plan. From and after the Effective Date, Reorganized Sola, and Reorganized EAC may operate their businesses, and may use, acquire and dispose of property free of any restrictions imposed under the Bankruptcy Code. As of the Effective Date, all property of Reorganized Sola and Reorganized EAC shall be free and clear of all Liens, Claims and interests of holders of Claims and Equity Interests, except as provided in the Final Modified Joint Plan.
3. Except as provided in the Final Modified Joint Plan, as of the Effective Date, pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code, any and all Causes of Action, as that term is defined in the Final Modified Joint Plan, shall be vested in the Distribution Trust, which shall retain all authority and all status and shall act as the representative of the Estate, in conformity with and to the full extent provided, and for all purposes as provided in the Final Modified Joint Plan.
4. The execution of all documents comprising the Plan Supplement, by Reorganized EAC and/or Reorganized Sola as provided for in the Final Modified Joint Plan, and any and all such other documents as may be necessary to effectuate consummation of the Final Modified Joint Plan be and is hereby authorized without further act or action under applicable law, regulation, order or rule effective as of the Effective Date. The issuance of the Notes pursuant to the Final Modified Joint Plan shall be exempt from the requirements of the Trust Indenture Act of 1939, pursuant to, in accordance with, and to the extent provided in, Section 1145(d) of the Bankruptcy Code.

5. The rights afforded under the Final Modified Joint Plan and the treatment of all Claims and Equity Interests under the Final Modified Joint Plan shall be in exchange for and in complete satisfaction, discharge, and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the EAC and/or Sola Petition Dates, against Sola, Reorganized Sola, EAC and Reorganized EAC, or any of their assets or properties. Except as otherwise provided herein, on the Effective Date, all such Claims against and Equity Interests in Sola, Reorganized Sola, EAC and Reorganized EAC shall be satisfied, discharged, and released in full, and all persons shall be precluded from asserting against Reorganized Sola or Reorganized EAC, and any party released under the Final Modified Joint Plan, their successors and/or assigns, their assets, or their properties any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date.

6. This Order shall constitute an injunction to the full extent allowed under sections 1141 and 524 of the Bankruptcy Code, and all Holders of Claims, Other Securities Claims, and Equity Interests be and are hereby enjoined from pursuing any action on account of or related to any Claim or Equity Interest through any conduct or proceeding whatsoever, with respect to discharged, released, enjoined or exculpated claims, and as against any person subject to or deriving rights from the discharge and/or any release or exculpation arising under the Final Modified Joint Plan.

6. Sola and Reorganized Sola, EAC and Reorganized EAC, the Committee and its members, and the Bayside Released Parties, and each of their

respective officers, employees, advisors, agents, affiliates, and representatives (including any attorneys, accountants, financial advisors, investment bankers and other professionals retained by such persons or entities), provided, with respect to the Sola and EAC, such persons or entities shall have been employed by the Sola and/or Reorganized Sola on the Confirmation Date, unless terminated without cause prior thereto, shall have no liability to any Holder of any Claim, Other Securities Claim, or Equity Interest for any act or omission occurring during the course of the Sola Chapter 11 Case or the EAC Chapter 11 Case occurring up to the Effective Date, including acts or omissions in connection with, or arising out of, the filing of the petition, the preparation of motions, memoranda, or other documents, preparation and/or negotiation of the Disclosure Statement and the Plan, the solicitation of votes for and the pursuit of Confirmation of the Final Modified Joint Plan, the consummation of the Final Modified Joint Plan, or the administration of the Final Modified Joint Plan or the property to be distributed under the Final Modified Joint Plan, except for gross negligence or willful misconduct as determined by a Final Order of the Bankruptcy Court, which shall possess exclusive jurisdiction over all such determinations, and, in all respects, shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Final Modified Joint Plan.

7. Subject to the occurrence of the Effective Date, the obligations of Sola, Reorganized Sola, EAC, and/or Reorganized EAC to indemnify, defend, reimburse or limit the liability of directors, officers or employees who were directors, officers or employees of Sola and/or EAC against any liabilities, claims or causes of action as provided in any of the articles of organization or operating agreements of Sola and/or EAC, or under applicable state or federal law, shall be discharged, irrespective of whether

such indemnification, defense, reimbursement or limitation is owed in connection with an event occurring before or after the date of entry of the EAC Order for Relief or Sola Order for Relief, except that obligations of Sola, Reorganized Sola, EAC, and/or Reorganized EAC to indemnify, defend, reimburse or limit the liability of directors, officers, members of the management committees or employees against any liabilities, claims or causes of action as provided in any of the articles of organization or operating agreements of Sola and/or EAC or under applicable state or federal law shall survive Confirmation of the Final Modified Joint Plan only with respect to any such claims or causes of action as may be asserted against persons who were both employees of Sola as of January 1, 2006 and who are employees of Sola as of the Effective Date, unless terminated without cause prior thereto. The indemnification obligations of Sola, Reorganized Sola, EAC, and/or Reorganized EAC set forth herein are limited to those authorized or permitted under state or federal law as the same is now or may become applicable at the time any claim for indemnification is made.

8. On the Effective Date, Sola and Reorganized Sola, and EAC and Reorganized EAC, shall release (i) those officers and/or members of the Management Committees of Sola and EAC both employed by Sola and holding office as Members of the Management Committees of Sola and EAC as of the Confirmation Date, (ii) persons who are employed by Sola as of the Confirmation Date, (iii) the Committee and its members, (iv) the Bayside Released Parties, and (v) each of their respective officers, employees, advisors, agents, affiliates, and representatives (including any attorneys, accountants, financial advisors, investment bankers and other professionals retained by such persons or entities), for any act or omission occurring up to the Confirmation Date,

including acts or omissions in connection with, or arising out of, the Disclosure Statement, the Final Modified Joint Plan, the consummation of the Final Modified Joint Plan, or the administration of the Final Modified Joint Plan or the property to be distributed under the Final Modified Joint Plan, except for acts or omissions constituting gross negligence or willful misconduct as determined by a Final Order of the Bankruptcy Court, which shall possess exclusive jurisdiction over all such determinations, and, in all respects, shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Final Modified Joint Plan.

9. On the Effective Date, Secured Senior Lender and Secured Junior Lender shall release from any further liability or claims related to or arising from any guaranty of obligations relating to the Secured Senior Lender Claim and Secured Junior Lender Claim each of the following persons, and only the following persons, reserving all rights against all other persons except those specifically named herein, and as may be elsewhere expressly released by written agreement, provided that to be entitled to the release provided herein each person shall be an employee of Sola as of the Effective Date unless terminated without cause: Donald Domingue, Walt Horton, Mark LaGrone, Melvin Ledet, Al Melancon, Harry Mikeska, Bob Reed, Deryl Rice, Vicki Richard, and Jude Taylor. No other person shall be entitled to a release under the Final Modified Joint Plan from liability under the Senior Secured Note, the New Senior Secured Note, the Junior Secured Notes, the New Junior Secured Note, the New EAC Secured Note, the Secured Senior Lender Claim, or the Secured Junior Lender Claim or any guaranty thereof or of any guaranty of any part thereof.

10. Notwithstanding the limited releases to be given pursuant to this section, any and all rights of Secured Senior Lender and Secured Junior Lender are and shall be fully reserved under and in connection with the Senior Secured Note, the Junior Secured Notes, the Secured Senior Lender Claim, and the Secured Junior Lender Claim, as against any and all Persons, Entities, and parties whatsoever, excepting only those Persons specifically released herein or released otherwise by means of express release agreement. Confirmation of the Final Modified Joint Plan shall not constitute or give rise in any way to any further release, waiver, novation, or remittance of any Claim, right, obligation, or cause of action in any way related to the debt arising under or in connection with the Senior Secured Note, the Junior Secured Notes, the Secured Senior Lender Claim, or the Secured Junior Lender Claim, and any and all rights in favor of Secured Senior Lender and Secured Junior Lender as Holder of the Senior Secured Note and the Junior Secured Notes shall survive Confirmation of the Final Modified Joint Plan and be fully executory and exercisable prior to, upon and after the Effective Date, in connection with the Senior Secured Note and the Junior Secured Notes, and, to the extent afforded under applicable nonbankruptcy law, the New Senior Secured Note, the New Junior Secured Note, and the New EAC Secured Note, all such rights being maintained, and none being extinguished.

11. On the Effective Date, the Bayside Released Parties shall be released from any and all obligations, rights, suits, damages, Causes of Action, causes of action, remedies and liabilities whatsoever, including any derivative claims, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, whether assertable in their own right (whether individually or collectively)

or on behalf of any other Person or Entity, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date relating to the Secured Senior Lender Claim, the Senior Secured Note, the Secured Junior Lender Claim, the Junior Secured Notes, the conduct of Sola and/or EAC, held or assertable by: (i) Sola or Reorganized Sola; (ii) EAC or Reorganized EAC; (iii) any Holder of Sola Membership Interests or EAC Membership Interests; (iv) the Committee; (v) the Holders of Claims, whether or not such Claims are Allowed Claims; (vi) the Holders of Other Securities Claims; and (vii) all successors and assigns thereof. The release of the Bayside Released Parties is hereby deemed to be given in consideration of (1) the conversion of a portion of the Claim under the Junior Secured Notes to Equity Interests in Reorganized EAC, (2) the authorization of the use of cash collateral to fund payments to other Classes of Creditors under the Final Modified Joint Plan, (3) the authorization of the use of cash collateral to fund the Initial Trust Contribution, and (4) the financing terms provided to the Reorganized Debtors under and in connection with the New Senior Secured Note, the New Junior Secured Note, and the New EAC Secured Note.

12. On and after the Effective Date, each Consenting Party shall be deemed to have unconditionally released (i) Sola and Reorganized Sola, (ii) EAC and Reorganized EAC, (iii) those officers and/or members of the Management Committees of Sola and EAC both employed by Sola and holding office as members of the management committees of Sola and EAC as of the Confirmation Date, (iv) the Committee and its members, (v) the Bayside Released Parties, and (vi) each of their respective officers, employees, advisors, agents, affiliates, and representatives (including any attorneys,

accountants, financial advisors, investment bankers and other professionals retained by such persons or entities), from any and all Claims (as defined in section 101(5) of the Bankruptcy Code), obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person or Entity would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date in any way relating or pertaining to (i) the purchase or sale, or the rescission of a purchase or sale, of any security of Sola or EAC, or Reorganized Sola or Reorganized EAC, (ii) the Sola and EAC Chapter 11 Cases, or (iii) the negotiation, formulation and preparation of the Final Modified Joint Plan, or any related agreements, instruments or other documents.

13. The classification and manner of satisfying all Claims, Other Securities Claims and Equity Interests and the respective distributions and treatments hereunder take into account and/or conform to the relative priority and rights of the Claims, Other Securities Claims, and Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise, and any and all such rights are settled, compromised and released pursuant hereto. This Confirmation Order shall permanently enjoin, effective as of the Effective Date, all Persons and Entities from enforcing or attempting to enforce any such contractual, legal and equitable subordination rights satisfied, compromised and settled in this manner.

14. The executory contracts and unexpired leases, if any, described and set forth upon Exhibit A to the Final Modified Joint Plan, be and are hereby deemed assumed, in conformity with and subject to said Exhibit A, and the terms of the Final Modified Joint Plan.

15. The executory contracts and unexpired leases, if any, described and set forth upon Exhibit B to the Final Modified Joint Plan, be and are hereby deemed rejected, in conformity with and subject to said Exhibit B, and the terms of the Final Modified Joint Plan.

16. The stay of the effect of this Confirmation Order be and hereby is abrogated, in accordance with and pursuant to Bankruptcy Rule 3020(e).

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Respectfully Submitted,

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