


ORDERED.

Dated: June 20, 2025



Roberta A. Colton
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re Chapter 11
MATCON CONSTRUCTION SERVICES, INC., Case No. 8:23-bk-00215-RCT
Debtor.
_____ /

In re Chapter 11
Subchapter V
DEREK MATEOS and Case No.: 8:23-bk-01644-RCT
MARYNES MATEOS,
Debtors.
_____ /

**ORDER FINALLY APPROVING DISCLOSURE STATEMENT
AND CONFIRMING DEBTORS' PLAN OF REORGANIZATION**

THIS MATTER came before the Court for an evidentiary hearing on June 3, 2025, at 3:30 p.m. (the “**Confirmation Hearing**”), to consider (i) final approval of the *Debtors’ Second Amended Disclosure Statement* (Matcon Doc. No. 590) (the “**Disclosure Statement**”), (ii) confirmation of the *Matcon Construction Services, Inc.’s, Derek Mateos and Marynes Mateos Second Amended Joint Plan of Reorganization* (Matcon Doc. No. 589; Mateos Doc. No. 265) as modified by *Modifications to Matcon Construction Services, Inc.’s, Derek Mateos and Marynes*

Mateos Second Amended Joint Plan of Reorganization (Matcon Doc. No. 608; Mateos Doc. No. 291) (collectively the “**Plan**”) as proposed by Matcon Construction Services, Inc.’s (“**Matcon**”) and Derek Mateos and Marynes Mateos (“**Mateoses**”), (iii) *Debtor’s Motion for Confirmation of Plan of Reorganization Pursuit to 11 U.S.C. § 1129(b) (CRAMDOWN)* (Matcon Doc. No. 610) (“**Matcon’s Cramdown Motion**”) filed by Matcon, (iv) *Debtor’s Emergency Motion to Use Cash Collateral and Request for Turnover* (Doc. No. 10) (“**Cash Collateral Motion**”); (v) *Motion to Revise Interim Cash Collateral Order and Adequate Protection* (Doc. No. 498) (“**Revised Cash Collateral Motion**”); (vi) *Motion to Terminate Debtor’s Authority to Use Cash Collateral* (Doc. No. 499) (“**Motion to Terminate Cash Collateral**”); (vii) *Motion to Approve Compromise of Controversy or Settlement Agreement Regarding Lake Michigan Credit Union* (Matcon Doc. No. 598; Mateos Doc. No. 274) (“**LMCU 9019 Motion**”) to approve the compromise between Debtors and Lake Michigan Credit Union (formerly Pilot Bank) (“**LMCU**”), (viii) *Motion to Approve Settlement Stipulation and Plan Support Agreement* (Matcon Doc. No. 599; Mateos Doc. No. 276) between the Debtors and NGM Insurance Company (“**NGM 9019 Motion**”); (ix) Motions by NGM Insurance Company to Allow and Require Payment of an Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b) (Matcon Doc. No. 247; Mateos Doc. No. 150) (“**NGM First Admin Claim**”) and Second Motion by NGM Insurance Company to Allow and Require Payment of an Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b) (Doc. No. 420) (“**NGM Second Admin Claim**” and collectively with NGM First Admin Claim, “**NGM Admin Claim**”).

The Confirmation Hearing and the related deadlines were set pursuant to this Court’s *Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Disclosure Statement and Confirmation Hearing, (III) Setting Related Deadlines, and (IV) Setting Deadline*

for Filing Administrative Expense Applications (Matcon Doc. No. 592) (“**Disclosure Statement Order**”) dated April 22, 2025 and *Order (I) Scheduling Hearing on Confirmation of Plan of Reorganization, (II) Setting Related Deadlines, and (III) Setting Deadlines for Filing Administrative Expense Applications* (Mateos Doc. No. 267, “**Scheduling Order**”).

In connection with final approval of the Disclosure Statement and confirmation of the Plan, the Court considered the following at the Confirmation Hearing: (i) the Plan, (ii) the Disclosure Statement, (iii) Amended Ballot Tabulation (Matcon Doc No. 611) and Ballot Tabulation (Mateos Doc. No. 288, collectively “**Ballot Tabulations**”), which was proffered and admitted into evidence at the Confirmation Hearing, and (iv) the testimony of Derek Mateos set forth in the Declaration in Support of Confirmation of Matcon Construction Services, Inc.’s, Derek Mateos and Marynes Mateos Second Amended Joint Plan of Reorganization (Matcon Doc. No. 607; Mateos Doc. No. 289) (“**Mateos Declaration**”), which Mateos Declaration and the testimony of Mr. Mateos contained therein was also proffered and admitted into evidence at the Confirmation Hearing.

No party-in-interest sought to cross-examine Mr. Mateos in connection with his testimony. In addition, no other party-in-interest introduced or proffered any evidence at the Confirmation Hearing.

During the Confirmation Hearing, the Debtors amended the Plan on the record in open court to remedy a scrivener’s error in Article 5 of the Plan so that Classes 17 and Classes 18 are to be treated as general unsecured claims in Class 22, rather than Class 23.

At the hearing, and as part of the Court’s approval of the LMCU 9019 Motion, LMCU changed its Class 1, 8, 16, and 22 votes in favor of accepting the Plan.

The Court also takes judicial notice of the main case dockets of these Chapter 11 cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed and orders entered thereon. The record of the Confirmation Hearing is closed.

At the conclusion of the Confirmation Hearing, the Court announced its oral ruling approving the Disclosure Statement on a final basis and confirming the Plan. In connection therewith, the Court made a number of oral findings of fact and conclusions of law on the record, each of which is fully incorporated herein by reference in accordance with and pursuant to Bankruptcy Rule 7052(a), whether or not specifically set forth herein.

Based on the above, the record of the Confirmation Hearing, the record in these proceedings and the arguments and representations of counsel to the parties present at the Confirmation Hearing, and after due deliberation and sufficient cause appearing therefor, the Court makes the following findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure.¹

1. Jurisdiction and Venue: The Court has jurisdiction over this case pursuant to 28 U.S.C. § 1334. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b), and this Court has jurisdiction to enter a final order with respect thereto. Venue is properly before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors as the plan proponents in accordance with 11 U.S.C. § 1121(a), met their burden of proving the elements of §§ 1125, 1129(a) and, as to Matcon § 1129(b) of the Bankruptcy Code² in respect of the Disclosure Statement and the Plan by clear and convincing evidence.

¹ Where appropriate, findings of fact shall constitute conclusions of law and conclusions of law shall constitute findings of fact. See *In re American Family Enterprises*, 256 B.R. 377, 385 n.2 (Bankr. D. N.J. 2000); *In re Antar*, 122 B.R. 788, 789 (Bankr. S.D. Fla. 1990).

² 11 U.S.C. §§ 101–1532 (“Code” or “Bankruptcy Code”).

2. Adequacy of the Disclosure Statement: On April 22, 2025, the Court entered its Disclosure Statement Order and Scheduling Order; that order *inter alia* conditionally approved the Disclosure Statement as containing at least minimally adequate information within the meaning of 11 U.S.C. § 1125 and Rule 3017, Federal Rules of Bankruptcy Procedure. The Disclosure Statement is, therefore, finally approved as containing adequate information within the meaning of that section of the Bankruptcy Code.

3. Service and Notice: As evidenced by the Proof of Service filed on April 29, 2025 (Mateos Doc. No. 596) and *Notice of Plan of Reorganization, Disclosure Statement, Ballot, and Confirmation Hearing, and Providing of Link for Electronic Solicitation Package Regarding Such* (“Notice of Plan”, Mateos Doc. No. 270, filed April 28, 2025), due, adequate, and sufficient notice of the Disclosure Statement, the Plan, the Disclosure Statement Order and Scheduling Order, and a Ballot for Accepting or Rejecting Debtors’ Second Amended Joint Plan of Reorganization (Matcon Doc. No. 595; Mateos Doc. No. 271) (together, the “**Plan Solicitation Package**”), together with all deadlines for objecting to and voting to accept the Plan, have been furnished electronically per the Court’s Order Approving Debtors’ Joint Motion for the Entry of an Order Approving (I) the Shortened Notice Procedures, and (II) the Method of the Distribution of the Plan and Disclosure Statement (Matcon Doc. No. 588; Mateos Doc. No. 260) (“**Electronic Service Order**”)³ to all creditors entitled to vote on the Plan. The Court finds that such notice complied in all respects with the procedural orders of this Court, the Bankruptcy Code, the Federal Rules of

³ The Electronic Service Order and the Notice of Plan of Reorganization, Disclosure Statement, Ballot, and Confirmation Hearing, and Providing of Link for Electronic Solicitation Package Regarding Such (Doc. No. 596) (or Notice of Plan in the Mateoses case) were sent by first class U.S. Mail to creditors (1) who have filed a proof of claim, (2) were scheduled with a liquidated, noncontingent, undisputed claim, (3) who receive service electronically, or (4) who specifically requested continued mail service, and included a link to copies of the full Plan Solicitation Package.

Bankruptcy Procedure and otherwise satisfied the requirements of due process, and no other or further notice is or shall be required.

All parties in interest have been afforded a full, fair, and adequate opportunity to be heard in respect of final approval of the Disclosure Statement, confirmation of the Plan, and to present and prosecute any objections thereto.

4. Ballots and Tabulations: The Debtors filed the Ballot Tabulations, which reflected the acceptance of at least one impaired class. All procedures used to tabulate the Ballots were fair and reasonable, and conducted in accordance with the Disclosure Statement Order and Scheduling Order, the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court for the Middle District of Florida and all other applicable rules, laws and regulations. Three (3) impaired Matcon classes voted in favor of the Plan and every class of the Mateoses accepted the Plan.

5. Objections to Confirmation: There were no objections to confirmation.⁴

6. Modifications to the Plan: All modifications to the Plan that were made after acceptance do not require resolicitation of the Plan and Disclosure Statement as the modifications do not adversely affect creditors or interest holders or their treatments under the Plan.

7. Compliance with 11 U.S.C. § 1129(a)(1): The Plan complies with the following provisions of the Bankruptcy Code, in particular:

i. Proper Classification. The Plan sets out separately numbered classes of claims and interests. The claims and interests within each class are substantially similar to the other claims and interests, as the case may be, in the class. Valid business, factual, and legal reasons exist for separately classifying various classes of claims and interests created under the Plan and such

⁴ Any objections filed were to prior plans that were amended by the Plan and are therefore overruled.

classifications do not unfairly discriminate between the holders of claims and interests. Therefore, the Plan satisfies 11 U.S.C. §§ 1122 and 1123(a)(1).

ii. Specified Unimpaired Classes. The Plan properly designates unimpaired classes as unimpaired. Therefore, the Plan satisfies 11 U.S.C. § 1123(a)(2).

iii. Specified Treatment of Impaired Classes. The Plan designates which classes are impaired within the meaning of 11 U.S.C. § 1124. The Plan states the specific treatment of each class of impaired claimants or interests. Therefore, the Plan satisfies 11 U.S.C. § 1123(a)(3).

iv. No Discrimination within Classes. The Plan provides for the same treatment of each claim within each particular class of claims or interests. Therefore, the Plan satisfies 11 U.S.C. § 1123(a)(4).

v. Implementation. The Plan provides adequate means for the Plan's implementation. Therefore, the Plan satisfies 11 U.S.C. § 1123(a)(5).

vi. Impairment/Unimpairment of Classes of Claims and Interests. The Plan designates certain classes as impaired, as permitted by 11 U.S.C. § 1123(b)(1).

vii. Assumption or Rejection of Leases and Executory Contracts. The Plan provides for the assumption and rejection of leases and executory contracts, subject to 11 U.S.C. § 365, as permitted by 11 U.S.C. § 1123(b)(2).

viii. Modification of the Rights of Holders of Secured Claims. The Plan modifies the rights of holders of secured debt as permitted by 11 U.S.C. § 1123(b)(5).

8. Compliance with 11 U.S.C. § 1129(a)(2): The Debtors, as the Plan proponent, have complied with the applicable provisions of the Bankruptcy Code. Specifically:

i. The Debtors are eligible Debtors under 11 U.S.C. § 109.

ii. The Debtors have complied with the applicable provisions of the Bankruptcy Code, unless such compliance was excused by order of this Court.

iii. The Debtors have complied with 11 U.S.C. §§ 1125 and 1126, the Federal Rules of Bankruptcy Procedures, the Court's Local Rules, and the Solicitation Approval Order in transmitting the Solicitation Package and in soliciting and tabulating the vote.

9. Compliance with 11 U.S.C. § 1129(a)(3): The Plan has been proposed in good faith and not by any means forbidden by law. The good faith is evident from the record in this case, the facts as adduced or proffered at the Confirmation Hearing and other hearings during the course of this bankruptcy case, and the information contained in the Disclosure Statement. The Plan was proposed with the honest and legitimate purpose of maximizing the value of the Debtors' estate and the payments to creditors. The Plan was developed in good faith on the part of the Debtors and in good faith negotiations with various creditors. Therefore, 11 U.S.C. § 1129(a)(3) is met.

10. Compliance with 11 U.S.C. § 1129(a)(4): Applications for fees and expenses of professionals were filed and have been approved by this Court or will be filed and are subject to approval by this Court. Separate orders will be entered thereon. Therefore, 11 U.S.C. § 1129(a)(4) is met.

11. Compliance with 11 U.S.C. § 1129(a)(5): The proponent of the Plan has disclosed the identity of the post-confirmation management as well as employment of insiders. Therefore, 11 U.S.C. § 1129(a)(5) is met.

12. Compliance with 11 U.S.C. § 1129(a)(6): The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and will not require

governmental regulatory approval. As a result, the requirements of § 1129(a)(6) of the Bankruptcy Code are not applicable.

13. Compliance with 11 U.S.C. § 1129(a)(7): As to impaired classes of claims, each holder of a claim or interest of such class has accepted the Plan or will receive or retain property of a value that is not less than it would receive or retain if Matcon were or the Mateoses' assets were subject to liquidation under Chapter 7. Therefore, 11 U.S.C. § 1129(a)(7) is met.

14. Compliance with 11 U.S.C. § 1129(a)(8): Every class of creditors that is impaired under the Plan did not accept the Plan. Therefore, 11 U.S.C. § 1129(a)(8) is not met.⁵

15. Compliance with 11 U.S.C. § 1129(a)(9): Administrative expense claims will be paid in accordance with 11 U.S.C. § 1129(a)(9)(C)(ii) or as otherwise proposed and accepted or not objected to by such creditors. The treatment of these allowed administrative expense claims meets the requirements of 11 U.S.C. § 1129(a)(9).

16. Compliance with 11 U.S.C. § 1129(a)(10): Classes 1, 1(a), 2, 8, 16, 17, 18, 22 voted to accept the Plan. Therefore, 11 U.S.C. § 1129(a)(10) is met.

17. Compliance with 11 U.S.C. § 1129(a)(11): Based upon the information contained in the Disclosure Statement and uncontroverted evidence proffered at the Confirmation Hearing that is both persuasive and credible, including the source of funds required on the Effective Date, the Plan is feasible and not likely to be followed by liquidation or further financial reorganization. Therefore, 11 U.S.C. § 1129(a)(11) is met.

18. Compliance with 11 U.S.C. § 1129(a)(12): The Plan provides that fees required to be paid pursuant to 28 U.S.C. § 1930 will be paid on the effective date of confirmation or

⁵ Every class of the Mateoses did accept the Plan.

otherwise pursuant to agreement as set forth in the Plan. Therefore, 11 U.S.C. § 1129(a)(12) is met.

19. Compliance with 11 U.S.C. § 1129(a)(13), (14), (15), and (16): Section 1129(a)(13) governs retiree benefits, but the Debtors do not have any obligations on account of retiree benefits and, therefore, § 1129(a)(13) of the Bankruptcy Code is inapplicable to this Chapter 11 Case. Matcon does not have domestic support obligations, is not an individual, and is not a nonprofit organization. The Mateoses do not have any applicable obligations, and § 1129(a)(15) is inapplicable pursuant to § 1191. Therefore, § 1129(a)(14), (15) and (16) of the Bankruptcy Code do not apply to this Chapter 11 Case.

20. Compliance with 11 U.S.C. § 1129(b): Section 1129(b) of the Bankruptcy Code provides that if all applicable requirements of § 1129(a) are met with respect to a plan, other than subparagraph 8 thereof, then the Court shall confirm the plan if the plan does not discriminate unfairly, and is fair and equitable with respect to each class of claims or interests that is impaired and has not accepted the plan. The Court finds that the Plan does not discriminate unfairly and is fair and equitable as to non-accepting impaired classes.

While Rudy and Olga Mateos are existing equity holders that are not retaining equity in the reorganized Matcon, upon the Effective Date Mateoses will be issued 100% of the equity membership interest in the reorganized debtor to be held as tenants by the entirety. The Mateoses contributed new value through their contribution of personal funds that assist in the funding of Matcon's operations and allows Matcon to make Plan payments. Specifically, the Mateoses have or will sell their real property located 14040 Cascade Lane, Tampa, FL 336181 ("**Cascade Property**") and 19235 Gulf Blvd., Indian Rocks Beach, Florida 33785 ("**Gulf Property**"). The Mateoses' contribution of new value includes a carve-out of \$46,000 from the sale of the Cascade

Property and \$34,000 from the sale of the Gulf Property. While the Mateoses are also in a bankruptcy case, and their contribution could seem unusual or harmful to their personal creditors, it is not. The reason is that both Gulf and Cascade are fully encumbered by LMCU's outstanding lien. Because Gulf and Cascade are fully encumbered by LMCU, the other personal creditors would not receive distributions from the sale of Gulf and Cascade but for the aforementioned carve-out.

Therefore, § 1129(b) of the Bankruptcy Code has been satisfied with respect to the Class 9 Equity Interests under the Plan.

21. Principal Purpose of the Plan: The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of § 5 of the Securities Act of 1933. No governmental entity has filed an objection to the Plan on these grounds. Therefore, 11 U.S.C. §1129(d) is satisfied.

22. Subchapter V Plan Requirements – 11 U.S.C. § 1189: The Plan complies with 11 U.S.C. § 1189 because it was timely filed by the Debtors within the timeframe imposed by the Court. While the Plan, in its pre-amendment status, was filed beyond 90 days from the petition date, the Court granted the Mateoses an extension to file their plan because the need for the extension was attributable to circumstances for which the debtors should not be held accountable.

23. Contents of a Subchapter V Plan – 11 U.S.C. § 1190: In compliance with § 1190, the Plan includes (a) a brief history of the business operations of the debtors, (b) a liquidation analysis, and (c) projections with respect to the ability of the Debtors to make payments under the proposed plan of reorganization.

24. Satisfaction of Conditions – 11 U.S.C. § 1191: The Court finds that the Plan satisfies the relevant provisions of 11 U.S.C. § 1129(b) and, as a result, is a non-consensual

Subchapter V plan under 11 U.S.C. § 1191(b). The Court further finds that all the Plan provides that all of the Mateoses projected net disposable income for a period of 5 years will be applied to make payments under the Plan.

25. Cash Collateral Dispute: Matcon filed its Cash Collateral Motion on January 22, 2023, and sought to use cash collateral for payroll, insurance, utilities, vendor payments, and adequate protection payments to LMCU, which was granted on an interim basis. On May 9, 2024, Matcon filed its Revised Cash Collateral Motion seeking to revise the cash collateral orders because Matcon asserted it had substantially overfunded LMCU with its adequate protection payments beyond what LMCU was legally entitled to receive. LMCU opposed the Revised Cash Collateral Motion and filed its Motion to Terminate Cash Collateral (collectively, these pending matters are referred to as the “**Cash Collateral Dispute**”). The Case Collateral Dispute was set for final hearing at the same time as the Confirmation Hearing.

26. LMCU Settlement: Pursuant to the LMCU settlement, LMCU’s claims against the Debtors shall be treated as presented in the Plan. (“**LMCU Settlement**”). The full terms of the LMCU Settlement are set forth in the LMCU 9019 Motion and are incorporated into this Order.

The LMCU Settlement satisfies the fairness and reasonableness factors including:

(i) Probability of success in the litigation-This element is inherently uncertain in light of the Cash Collateral Dispute and confirmation of a plan over LMCU’s objection, which is resolved by the LMCU Settlement and therefore weighs in favor of approval of the same.

(ii) Difficulties, if any, to be encountered in the matter of collection-This is not a primary factor.

(iii) Complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it- Litigation would deplete the Debtors’ already limited estates’ funds and

be time consuming, especially since any successful litigation is accompanied by the risk of appeal and the likely inability of finally exiting bankruptcy. This factor weighs in favor of approval of the LMCU Settlement.

As a result, the Court finds the LMCU Settlement is reasonable, and well above the lowest range of reasonableness, thus based upon the foregoing, the LMCU 9019 Motion is approved.

27. NGM Settlement: Pursuant to the NGM settlement, NGM's claims against the Debtors shall be treated as presented in the Plan. ("**NGM Settlement**"). The full terms of the NGM Settlement are set forth in the NGM 9019 Motion and are incorporated into the Plan and the modifications thereto, and are incorporated into this Order. The NGM Settlement satisfies the fairness and reasonableness factors including:

(i) Probability of success in the litigation- The factor is inherently uncertain with regard to cash collateral disputes and confirmation of a plan over NGM's Objection. The NGM Settlement resolves the need for litigation and confirmation disputes related to the NGM, allowing the Debtor to confirm its Plan and exit bankruptcy. This factor weighs in favor of approval of the NGM Settlement.

(ii) Difficulties, if any, to be encountered in the matter of collection- This is not a primary factor.

(iii) Complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it- Litigation would deplete the Debtors' already limited estates funds and be time consuming, especially since any successful litigation is accompanied by the risk of appeal and the likely inability of finally exiting bankruptcy. This factor weighs in favor of approval of the NGM Settlement.

The NGM Settlement resolves the NGM Admin Claim, NGM Objection, and all secured and administrative claim against the Debtors. The NGM Settlement is reasonable, and well above the lowest range of reasonableness, thus based upon forgoing the NGM 9019 Motion is approved.

Accordingly, it is

ORDERED AND ADJUDGED:

1. The Disclosure Statement is APPROVED pursuant to 11 U.S.C. § 1125.
2. Matcon's Cramdown Motion is GRANTED. The Plan is APPROVED and hereby CONFIRMED in each and every respect pursuant to §§ 1129(a) and (b) of the Bankruptcy Code and, as to the Mateoses, § 1191(b). To the extent that an irreconcilable conflict arises between any Plan provision and this Confirmation Order, this Confirmation Order shall control.
3. The Debtors, all parties in interest, and all parties referenced in the Plan are hereby authorized, directed and empowered, subject to the conditions set forth in the Plan, and in this Confirmation Order, to take all such steps as may be necessary and appropriate to effectuate and implement the Plan.
4. The provision of the Plan and this Confirmation Order shall be and hereby are binding on the Debtors, each holder of a Claim or Equity Interest against the Debtors, and each other party in interest in the confirmed Chapter 11 cases, whether or not the Claim or Equity Interest is impaired under the Plan and whether or not the holder of such claim or interest has accepted the Plan.
5. To the extent that any objections have not been withdrawn or resolved by stipulation prior to the entry of this Confirmation Order or are not resolved by the relief granted herein or as stated on the record of the Confirmation Hearing, all such Objections are hereby overruled.

6. All objections and reservations of rights to the Plan that have not been withdrawn, waived, settled or otherwise resolved by the terms of this Confirmation Order, are overruled in all respects.

7. Article 5 of the Plan is amended to remedy a scrivener's error so that Classes 17 and Classes 18 are to be treated as general unsecured claims in Class 22 rather than Class 23.

8. The Modifications to Matcon Construction Services, Inc.'s, Derek Mateos and Marynes Mateos Second Amended Joint Plan of Reorganization (Matcon Doc. No. 608; Mateos Doc. No. 291) made pursuant to 11 U.S.C. § 1127, which are deemed appropriate, and the Court finds there is no need for additional solicitation.

9. The failure to specifically describe or include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be approved and confirmed in their entirety.

10. All executory contracts and unexpired leases not previously assumed or rejected by the Debtors under 11 U.S.C. § 365 with the prior approval of the Court are hereby rejected by the Debtors. **ANY CLAIM FOR DAMAGES ARISING FROM ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE REJECTED BY VIRTUE OF THIS ORDER MUST BE FILED ON THE EARLIER OF (I) THE DATE SET FORTH IN ANY FINAL ORDER OF THE BANKRUPTCY COURT, OR (II) WITHIN 30 DAYS AFTER THE DATE OF THE CONFIRMATION ORDER, OR SUCH CLAIM SHALL BE FOREVER BARRED, SHALL NOT BE ENFORCEABLE AGAINST THE DEBTORS, THE SALE ASSETS, THE DEBTORS' ESTATE, OR ANY OF THE ASSETS OF THE DEBTORS' ESTATE, AND SHALL RECEIVE NO DISTRIBUTION UNDER THIS PLAN OR OTHERWISE ON ACCOUNT OF SUCH CLAIM, WITH THE EXCEPTION OF NGM,**

WHOSE REJECTION CLAIMS, IF ANY, ARE ALREADY ADDRESSED BY THE PLAN AND THE NGM 9019 MOTION.

11. The Debtors are authorized to execute, deliver, file, or record any documents, contracts, instruments, and other agreements and take all other actions as may be necessary to implement and effectuate the Plan.

12. The Debtors shall file a notice with the Court upon the occurrence of the effective date of the Plan within three (3) days of the effective date.

13. Debtors' counsel and other professionals shall file their final applications for allowance of compensation and costs within thirty (30) days from the entry of this order, unless otherwise approve instant order.

14. Pursuant to 11 U.S.C. § 1146, any sale or transfer of assets or delivery of any instruments contemplated under the Plan shall not be taxed under any law imposing a stamp tax or similar tax.

15. Upon entry of this order and subject to the occurrence of the Plan's effective date, the provisions of the Plan shall bind the Debtors, all holders of claims (irrespective of whether the claims are impaired under the Plan or whether the claimants have accepted the Plan), any and all non-debtor parties to executory contracts and unexpired leases with the Debtors, any party in interest in the bankruptcy case, and the heirs, administrators, executors, successors or assigns, if any, or any of them.

16. Except for liens and security interests avoided by separate order, the liens and security interests of creditors whose claims are secured by an interest in property of the Debtors will continue, for so long as the Debtors are obligated to the holder of the lien or security interest as a secured claimant.

17. Pursuant to 11 U.S.C. § 1141(d)(3)(A), Matcon shall not receive a discharge. Pursuant to § 1192, the Mateoses, as soon as practical after completion of all Plan payments due within 5 years of the Effective Date of the Plan, shall receive a discharge of all debts provided in § 1141(d)(1)(A) and all other debts allowed under § 503 and provided for in the Plan except any debt on which the last payment is due after the first 5 years of the Plan or of the kind specified in § 523(a).

18. Any statutory fees due to the United States Trustee on or before the effective date shall be paid on the effective date. Thereafter, all fees required to be paid by 28 U.S.C. § 1930 shall accrue and be paid timely until the Chapter 11 case is closed, dismissed, or converted.

19. Pursuant to the Plan and 11 U.S.C. §§ 105 and 1142, this Court retains jurisdiction subsequent to the entry of this order to enter orders necessary to facilitate the implementation of the Plan and to ensure that the purposes and intent of the Plan are carried out and to hear and determine all Claims that could have been brought before the entry of the Confirmation Order. Except as otherwise provided in the Plan, the Bankruptcy Court shall retain jurisdiction to hear and determine all Claims against the Debtors and all Causes of Action brought by the Debtors.

20. All claims scheduled as disputed, contingent, or unliquidated, and for which no proof of claim was filed by the appropriate deadline, are deemed DISALLOWED and STRICKEN in their entirety.

21. Under 11 U.S.C. § 1141(b), except as otherwise provided in the Plan and this Confirmation Order, as of the Effective Date, all of the property of the estate vests in the Debtors. Except as provided in 11 U.S.C. §§ 1141(d)(2) and (3) and except as otherwise provided in the Plan or in this Order, after confirmation of the Plan, the property dealt with by the Plan is free and clear of all claims and interests of creditors.

22. The LMCU 9019 Motion and the LMCU Settlement are fair and equitable and satisfy the factors stated in *Wallis v. Justice Oaks II, Ltd (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544 (11th Cir. 1990) and therefore the LMCU 9019 Motion is GRANTED. The Settlement Term Sheet attached to the LMCU 9019 Motion is incorporated herein and APPROVED in full.

23. LMCU is deemed to have voted in favor of the Plan.

24. Effective upon entry of this Order: (a) Debtors, on behalf of themselves and their respective successors, assigns, trustees, affiliates, past and present officers, directors, shareholders, partners, employees, representative, managers, agents and/or attorneys, do hereby release LMCU and its successors, assigns, trustees, affiliates, past and present officers, directors, shareholders, partners, employees, representative, managers, agents and/or attorneys, from any and all claims or causes of action whatsoever related to the Cash Collateral Dispute, the alleged overpayment of adequate protection or otherwise related to cash collateral and/or adequate protection in the Matcon case; and (b) LMCU, on behalf of itself and its successors, assigns, trustees, affiliates, past and present officers, directors, shareholders, partners, employees, representative, managers, agents and/or attorneys, does hereby release Debtors, and their respective successors, assigns, trustees, affiliates, past and present officers, directors, shareholders, partners, employees, representative, managers, agents and/or attorneys, from any and all claims, including but not limited to administrative expense claims, for non-payment of adequate protection as called for under any prior cash collateral orders entered in the Matcon case.

25. Effective upon entry of this Order, Debtors release NGM and predecessors in interest, successors, affiliates, shareholders, members, directors, officers, employees, agents, attorneys and assigns of any and all obligations, claims and demands of any kind whatsoever, at law or in equity, direct or indirect, known or unknown, discovered or undiscovered, except that the

obligations and rights arising out of the NGM Settlement or preserved by the NGM Settlement are not released.

26. The remaining proceeds of the sale of the Cascade Property which are being held in escrow by Debtor's counsel, less a \$46,000.00 carveout to the Mateos estate, shall be released to LMCU.

27. The remaining insurance proceeds related to the Gulf Property which are being held in escrow by Debtor's counsel shall be released to LMCU.

28. Debtor's Emergency Motion to Use Cash Collateral and Request for Turnover (Doc. No. 10) is granted and Matcon is authorized to continue to use the cash collateral pursuant to the same terms as set forth in the Final Order Granting Debtors' Motion for Authority to Use Cash Collateral (Matcon Doc. No. 303) through and subject to the effective date. The Motion to Revise Interim Cash Collateral Order and Adequate Protection (Doc. No. 498) and Motion to Terminate Debtor's Authority to Use Cash Collateral (Doc. No. 499) are DENIED as moot, having been resolved by the LMCU 9019 Motion.

29. The NGM 9019 Motion and the NGM Settlement are fair and equitable and satisfy the factors stated in *Wallis v. Justice Oaks II, Ltd (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544 (11th Cir. 1990) and is therefore GRANTED. The Settlement Stipulation and Plan Support Agreement attached to *Motion to Approve Settlement Stipulation and Plan Support Agreement* (Matcon Doc. No. 599; Mateos Doc. No. 276) is incorporated herein and APPROVED in full. The Motions by NGM Insurance Company to Allow and Require Payment of an Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b) (Matcon Doc. No. 247; Mateos Doc. No. 150) and Second Motion by NGM Insurance Company to Allow and Require Payment of an Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b) (Doc. No. 420) are settled pursuant to the Plan and

as set forth in the NGM Settlement, and GRANTED to the extent set forth in the Plan and NGM Settlement.

30. To the extent necessary, the LMCU 9019 Motion and the NGM 9019 Motion, the terms of which are incorporated into the Plan, are Granted and the terms of which are approved in their entireties.

31. The Court retains jurisdiction over all matters arising or related to implementation or enforcement of this Order.

32. A post-confirmation status conference will be held on **July 24, 2025, at 9:30 a.m.**, before the Honorable Roberta A. Colton, United States Bankruptcy Judge, in Courtroom 8A of the United States Bankruptcy Court, located at 801 North Florida Avenue, Tampa, Florida 33602.

Although the Court will conduct the hearing in person, any interested party may choose to attend the hearing remotely using the services of Zoom Video Communications, Inc. (“Zoom”), which permits remote participation by video or by telephone. To participate in the hearing remotely via Zoom (whether by video or by telephone), you must register in advance, no later than 3:00 p.m. one business day before the date of the hearing.

To register [CLICK HERE](https://www.zoomgov.com/meeting/register/vJItcOGopjMpG2gRKyn-ipk6SXFbnivGTDA#/registration), or manually enter the following web address into a browser:
<https://www.zoomgov.com/meeting/register/vJItcOGopjMpG2gRKyn-ipk6SXFbnivGTDA#/registration>.

All participants, whether attending in person or remotely, must observe the formalities of the courtroom, exercise civility, and otherwise conduct themselves in a manner consistent with the dignity of the Court. This includes appropriate courtroom attire for those participants appearing in person or by video.

Attorney Scott A. Underwood and/or J. Ryan Yant is directed to serve a copy of this Order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of this Order.