

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI**

IN RE:

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

Debtor

CHAPTER 11

CASE NO. 11-13463-DWH

ORDER CONFIRMING PLAN OF REORGANIZATION

THIS CAUSE came on to be heard at a hearing on confirmation on November 14 and 15, 2012, of the *First Amended Plan of Reorganization* (the “Plan”), attached hereto as Exhibit A¹ [DK #669], the responses and/or objections thereto of Atlas Pipeline Mid-Continent LLC (“Atlas”); Denton County Electric Cooperative, Inc. d/b/a CoServ Electric (“CoServ”); Matagorda County (“Matagorda”); Collateral Plus Fund I, R. Hayne Hollis III, Patrick B. Trammell and Watson & Downs, LLC (“Collateral Plus”); Council Tree Investors, Inc. (“Council Tree”); Warren Havens, Skybridge Spectrum Foundation, Verde Systems LLC, Environmental LLC, Intelligent Transportation & Monitoring LLC, and Telesaurus Holdings GB LLC (“Skytel”); the United States on behalf of the Federal Communications Commission (“FCC”); the United States Trustee (the “UST”); and Crown Castle South, LLC (“Crown Castle”); and the Response to the United States Objection to Debtors’ First Amended Plan of Reorganization by Southern California Regional Rail Authority (“SCRRA”); the Court having heard and considered the Plan, evidence and arguments of counsel in support of, and in opposition to the Plan, and being otherwise advised in the premises, is of the opinion that the Plan should be confirmed as set forth herein and in the Court’s bench opinion delivered on the record at the conclusion of the hearing

¹ Except as provided herein, all terms used shall have the meaning assigned in the Plan.

(the "Bench Opinion"), and subject to the terms and conditions of this order. The Court does hereby find, order, and adjudicate as follows, to-wit:

1. Notice and a hearing were adequate and appropriate under the circumstances.
2. The Court has jurisdiction of the subject matter herein and the parties hereto. This is a core proceeding.
3. The Court incorporates herein by reference its Bench Opinion as if set forth in full herein.
4. The classification of Claims in the Plan is based upon a substantial similarity of all Claims in each such class, is reasonable and was made in good faith, and was not made for the purpose of affecting the vote in such class or for any improper purpose.
5. The solicitation for acceptances of the Plan was conducted in good faith and in a thorough manner, pursuant to this Court's prior order, was made of all creditors, gave all such creditors a fair and adequate opportunity to accept the Plan and was in compliance with Section 1129 of the Bankruptcy Code. As previously determined by this Court, the Disclosure Statement which was submitted by the proponent of the Plan to all creditors contained adequate information as required by Section 1125 of the Bankruptcy Code.
6. The credible evidence embraced all the facts relevant to the Plan and addressed all the prerequisites to confirmation imposed by Section 1129 (b) of the Bankruptcy Code.
7. The Plan has been rejected by no Classes and affirmatively accepted by Classes 1, 2, 3, 5, 7, and 9. At least one of the classes accepted the Plan without including the acceptance of any insider.
8. The Plan, as modified herein, complies with the applicable provisions of 11 U.S.C. §1129 in that:

- (a) The Plan, as modified herein, complies with the applicable provisions of Title 11 of the United States Code;
- (b) The proponent has complied with all applicable provisions of Title 11 of the United States Code;
- (c) The Plan has been proposed in good faith and not by any means forbidden by law;
- (d) All payments to be made by the Debtor or any other party provided for in Section 1129(a)(4) of the Bankruptcy Code for services, or for costs and expenses and/or in connection with this case either have been approved, or are subject to the approval, by this Court as reasonable;
- (e) The proponent has disclosed the identity of any insiders who would be employed or retained by the Debtor and their compensation;
- (f) Each holder of an impaired claim would receive under the Plan on account of such claim, property of a value that is not less than the amount each holder would receive if the Debtor were liquidated under Chapter 7 of Title 11 of the United States Code;
- (g) All allowed expenses of administration, unless deferred or waived, will be paid in cash upon the Effective Date of the Plan, under the Plan when due, or as allowed and directed by the subsequent order(s) of the Court and/or this order of confirmation ("Confirmation Order");
- (h) The Plan does not discriminate unfairly among creditors or classes, and the designation of Classes under the Plan is reasonable, based upon the fact that each claim in any Class of the Plan is substantially similar;

- (i) All classes of Claims have either voted for the Plan, are not impaired under the Plan or the Plan is fair and equitable as to that Class.

9. The Plan is feasible and is based on the valid business judgment of the Debtor, and confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtor, other than that specified in the Plan itself.

10. Prior to the commencement of the Confirmation Hearing, Council Tree Investors withdrew its offer to purchase the assets of the Debtor ("Council Tree Withdrawal") (DK #842).

11. The objections of Atlas and CoServ are resolved by the terms dictated into the record and contained in subsequent terms of this Confirmation Order.

12. The objection of Matagorda is overruled in that Matagorda failed to prosecute said objection at confirmation.

13. The objection of Collateral Plus is resolved by the Council Tree Withdrawal.

14. The objection of Skytel is overruled, subject to the terms and conditions of this Confirmation Order.

15. The objection of the United States of America on behalf of the FCC and response thereto filed by SCRRA are resolved by the subsequent terms of this Confirmation Order.

16. The objection of the UST is resolved by the subsequent terms of this Confirmation Order.

17. The objection of Crown Castle is resolved by subsequent terms in this Confirmation Order.

It is, therefore,

ORDERED, ADJUDGED AND DECREED, that the Plan is hereby confirmed, as set forth herein and in the Bench Opinion, and subject to the terms and conditions of this Confirmation Order. It is, further,

ORDERED, ADJUDGED AND DECREED, that Choctaw is a good faith purchaser as contemplated by 11 U.S.C. § 363(m). It is, further,

ORDERED, ADJUDGED AND DECREED, that the Debtor shall pay any and all fees currently due and outstanding to the UST within fourteen days of the entry of this Order and thereafter the Debtor shall timely pay to the UST any and all post-confirmation quarterly fees as required by 28 U.S.C. § 1930(a)(6) until such time as this case is converted, dismissed or closed by the Court. Additionally, the Debtor shall timely submit to the UST post-confirmation Monthly Operating Reports in the format prescribed by the UST until such time as this case is converted, dismissed or closed by the Court. It is, further,

ORDERED, ADJUDGED AND DECREED, any modifications of the Plan must comply with 11 U.S.C. § 1127. It is, further,

ORDERED, ADJUDGED AND DECREED that to the extent that any provision of the Plan is inconsistent with any provision of this Order, this Order shall control. It is, further,

ORDERED, ADJUDGED AND DECREED, that in light of the Council Tree Withdrawal and for the reasons stated in the Bench Opinion and herein, the Debtor is authorized to proceed to implement the Plan as to the Choctaw Offer. It is, further,

ORDERED ADJUDGED AND DECREED that the Allowed Administrative Claim of Atlas will be paid within three (3) business days after the entry of this Confirmation Order, Choctaw and/or the Debtor shall pay unto Atlas Pipeline Mid-Continent, c/o Adam Grandon, 110 West 7th Street, Suite 2300, Tulsa, Oklahoma, 74119, the sum of TWENTY-NINE THOUSAND, FOUR HUNDRED THREE DOLLARS AND SEVENTY-TWO CENTS (\$29,403.72), in good and sufficient funds, representing Atlas' allowed administrative expense claim. The further terms and conditions of the Debtor's agreement with Atlas resolving its

objection to confirmation are found in a previously entered order more expressly resolving same.

It is, further,

ORDERED ADJUDGED AND DECREED that CoServ reserves all Administrative Expenses Claims, and other Claims that it may have against the Debtor or the Debtor's estate and the Debtor reserves all defense thereto. A hearing shall be scheduled for a later date to determine the Allowance of any Claims held by CoServ. Thereafter, any Allowed Administrative Claim shall be paid in full on the Effective Date of the Plan or within ten days of the entry of an order allowing same whichever is later, and any Allowed Unsecured claim shall be paid in accordance with the terms of the Plan. It is, further,

ORDERED, ADJUDGED AND DECREED that confirmation of the Plan is without prejudice to Crown Castle's right to assert an Administrative Claim and prosecute its Motion for Allowance and Payment of an Administrative Expense Claim Pursuant to Section 503(B)(1)(a) and 365(D)(3) of the Bankruptcy Code [DK #867] (the "Crown Castle Admin. Claim Motion"), but the Allowance of its Claim will be determined at a hearing on the Crown Castle Admin. Claim Motion, currently scheduled for January 29, 2012 but in any event no later than February 5, 2013. In addition, confirmation of the Plan is without prejudice to Crown Castle's right, through the 30th day after the Effective Date, to assert a Claim for cure of defaults asserted by Crown Castle as to any unexpired leases and/or executory contracts to be assumed by the Debtor and assigned pursuant to the Plan, but the amount of such cure of default will be determined in conjunction with the hearing on the Crown Castle Admin. Claim Motion. It is, further,

ORDERED, ADJUDGED AND DECREED, that the first sentence of numbered paragraph 3 on page 16 of the Plan is amended to read as follows:

However, no provision of the Plan relieves the Debtor, the Choctaw entities (Choctaw Telecommunications, Choctaw Holding, the Choctaw Investors) or the Liquidating Agent from their obligations to comply with the Communications Act of 1934, as amended and the rules regulations and orders promulgated thereunder by the FCC, including but not limited to any order issued by the FCC or settlement reached in the administrative proceeding initiated against the Debtor by the FCC in the April 19, 2011 Order to Show Cause, Hearing Designation Order and Notice and Opportunity for Hearing, and any FCC order issued in response to a Petition for Extraordinary Relief pursuant to the FCC's *Second Thursday* doctrine filed by Debtor and Choctaw.

It is, further,

ORDERED, ADJUDGED AND DECREED, that Section III(B)(ii) on page 24 of the Plan is modified as follows:

(ii) All authorizations, consents, certifications, approvals, rulings, no action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the Plan on the Effective Date, including an order by the FCC approving the transfer of the FCC Spectrum licenses to Choctaw, shall have been obtained or shall have occurred unless failure to do so will not have a material adverse effect on Council Tree, Choctaw, or any other purchaser pursuant to this Plan.

It is, further,

ORDERED, ADJUDGED AND DECREED, that the Debtor shall not receive a discharge, and all references in the Plan to a discharge of the Debtor, to a discharge of claims against the Debtor, or of an injunction in connection with the Debtor are stricken except that all parties shall be enjoined from seizing or encumbering any property being administered or held by the Liquidating Agent unless otherwise ordered by this Court. No injunction contained in the Plan, nor in this Order, shall impair the FCC's authority, including but not limited to its authority to commence and prosecute administrative proceedings, to enforce the Communications Act of 1934, as amended, or the rules, regulations, and orders promulgated thereunder by the FCC. It is, further,

ORDERED, ADJUDGED AND DECREED, that all provisions of the Plan which purport to release, exculpate, or discharge any non-Debtor individuals or entities, and/or to enjoin claims against any non-Debtor individuals or entities, are stricken, except to the extent the Plan provides for the release of the Committee and the release of the Committee's members, attorneys and advisors with respect to their roles in connection with the Committee. It is, further,

ORDERED, ADJUDGED AND DECREED, that Choctaw and Holdings shall each use their best efforts to obtain the FCC Licenses from Maritime and to obtain approval from the FCC for the same. Choctaw and Holdings shall further use their best efforts to sell, subject to the approval of the FCC, sufficient FCC Licenses in order to satisfy the Allowed Claims in full. It is, further,

ORDERED, ADJUDGED AND DECREED that subject to and pursuant to an appropriate confidentiality agreement to be executed by and between the Liquidating Agent and Choctaw and Holdings, Choctaw shall issue quarterly reports to the Liquidating Agent regarding its progress in implementing the Plan. It is, further,

ORDERED, ADJUDGED AND DECREED that, notwithstanding anything to the contrary in the Plan, no portion of the Claim held by the FCC will be disallowed or not paid on the ground that it includes a penalty. It is, further,

ORDERED, ADJUDGED AND DECREED that, notwithstanding anything to the contrary in the Plan, the Debtor and the Liquidating Agent retain the sole right to object to Claims through and including 90 days following first FCC approval of the transfer of any FCC Licenses to Choctaw and Holdings. However, any objections to Class 1, 2, 3, 4, 5 and 7 Claims must be made no later than 60 days following Confirmation. Notwithstanding the preceding, Skytel may object to any Class 1, 2, 3, 4, 5 and 7 Claims up to 60 days following Confirmation. It is, further,

ORDERED, ADJUDGED AND DECREED that consistent with the Plan and statements made on the record at the hearing on confirmation of the Plan, Choctaw Telecommunications, LLC and Critical RF, Inc. shall execute security documents in support of Choctaw's obligations under the Plan in a form acceptable to the Committee and/or Liquidating Agent which shall be substantially similar to those annexed hereto as Exhibit B. It is, further,

ORDERED, ADJUDGED AND DECREED that notwithstanding anything to the contrary in the Plan, no security interest recognized by the Plan will encumber any of the FCC Licenses, pursuant to applicable federal law, including the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated thereunder, but, assuming the Debtor retains the right to hold the FCC Licenses, the security interests may include all proceeds of the FCC Licenses while held by the Debtor, and the right to receive all monies, consideration and proceeds derived from or in connection with the Debtor's sale, assignment, transfer or other disposition of any FCC Licenses that are held by the Debtor at the time of such sale, assignment, transfer, or other disposition." It is, further,

ORDERED, ADJUDGED AND DECREED, that the provisions of the Plan and this Order shall bind the Debtor, and each and every creditor, whether or not the claim is impaired under the Plan or whether or not the holder of the claim has accepted the Plan. It is, further,

ORDERED, ADJUDGED AND DECREED, that distributions to creditors under the Plan shall be made in accordance with the Plan, subject to any post-confirmation modifications pursuant to 11 U.S.C. § 1127 that may be necessary to comply with FCC orders approving transfer of the FCC Licenses. It is, further,

ORDERED, ADJUDGED AND DECREED, that all individuals and entities seeking, pursuant to Section 503(b) and/or 546(c)(2) of the Bankruptcy Code, payment of accounts, debts, fees or reimbursement of expenses from the Debtor shall make application to the Court for award

of payment of such claims within thirty (30) days of the date of this Order, or shall be forever barred. It is, further,

ORDERED, AND ADJUDGED AND DECREED that applications for compensation of professional persons that are to be filed within sixty (60) days after the entry of this Confirmation Order shall be filed with the Clerk of the Court, with a copy being provided to the office of the United States Trustee, together with the Notice in connection with the Application for Compensation. In addition, a copy of the Notice shall be provided to all secured creditors scheduled in this case, all governmental entities having claims in this Chapter 11 case, the office of the United States Attorney for the Northern District of Mississippi and any person or entity having entered an appearance herein. In the event objections are filed, the dollar amounts involved in the objection shall be specified so that an order may be entered granting that portion of the application that is not objected to or in controversy, and the Court will hear and consider the objectionable portion of the application in due course. The Application for Compensation otherwise remains subject to the applicable provisions of the Bankruptcy Rules. It is, further,

ORDERED, ADJUDGED AND DECREED, that subsequent to the entry of this Confirmation Order, the Court shall retain jurisdiction as described and contemplated within the Plan. In addition, the Court shall retain jurisdiction for the administration and adjudication of objections to claims and the allowance of claims -- including jurisdiction over the allowance of penalty or punitive claims to include jurisdiction over whether to allow any portion of SkyTel's proof of claim in this bankruptcy case which may ultimately involve treble damages, punitive damages, or damages in the form of a penalty against the Debtor, an issue which the Court specifically reserves to a later date consistent with its Bench Opinion and in light of its lift stay order [DK #373] and the related ongoing New Jersey District Court litigation -- during the course of the Chapter 11 proceeding, including any and all claims against the Debtor that arose

prior to and during the course of this Chapter 11 proceeding herein in accordance with the terms and provisions of the Plan and this Confirmation Order. It is, further,

ORDERED, ADJUDGED AND DECREED that, as discussed in more detail in the Plan, Don DePriest, Sandra DePriest and any entities under their ownership and/or control shall not participate in, nor shall they receive any recovery or distributions made by the Administrative Agent/Liquidating Agent under or in connection with the Plan. It is, further,

ORDERED, ADJUDGED AND DECREED that, neither this Order, nor any other order entered in connection with any of the responses or objections to the Plan, shall have any effect on or otherwise vary or modify: (a) any of the prior orders of the Court with respect to the assumption by the Debtor of any executory contracts or unexpired leases; or (b) any of the prior orders of the Court with respect to the sale of FCC Spectrum Licenses by the Debtor to third parties. It is, further,

ORDERED, ADJUDGED AND DECREED, that notwithstanding anything to the contrary that may be contained in the Plan, this Order, or otherwise, this Order shall not constitute a waiver of SkyTel's rights or arguments in connection with its pending appeals initiated on October 31, 2012. It is further,

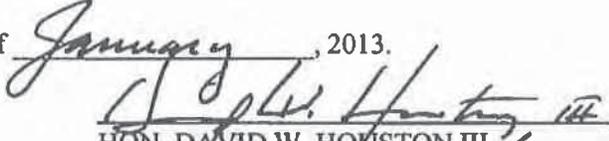
ORDERED, ADJUDGED AND DECREED, that notwithstanding anything to the contrary that may be contained in the Plan, this Order, or otherwise, nothing in the Plan, this Order, or otherwise shall be deemed to be a finding or adjudication that the Debtor owns or otherwise has the right to hold the FCC Spectrum Licenses or any FCC licenses, or a finding or adjudication as to the value of the FCC Spectrum Licenses or any FCC licenses, the Court having expressly recognized that: (a) the Court is not attempting through its orders or otherwise to superimpose this Court's rulings or judgments on the FCC; (b) the Court's rulings and orders herein are contingent on what the FCC ultimately decides regarding the subject FCC licenses and

the Debtor's rights to hold and/or transfer same; (c) the Court has not been asked to value, has not valued, and has not ruled upon the value of the subject FCC licenses; and (d) SkyTel preserves and maintains its right to continue to assert its claims, defenses, rights, and positions in and in connection with the FCC licenses before both the FCC and the New Jersey District Court, including those claims, defenses, rights, and positions which are the subject of and/or are related to the FCC proceedings and New Jersey District Court Litigation discussed in SkyTel's Objection to Confirmation of the Plan [DK #806]. It is further,

ORDERED, ADJUDGED AND DECREED, that counsel for the Debtor-in-Possession is directed to serve a copy of this Confirmation Order upon all creditors and parties in interest within ten (10) days after entry hereof, and to provide an accompanying certificate of service, regarding service of this Confirmation Order, to the Clerk of the Court.

The foregoing constitutes findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. This is a final judgment in accordance with the applicable Bankruptcy Rules.

SO ORDERED this the 11th day of January, 2013.


HON. DAVID W. HOUSTON III
UNITED STATES BANKRUPTCY JUDGE
NORTHERN DISTRICT OF MISSISSIPPI

APPROVED AS TO FORM:

/s/ Craig M. Geno
Craig M. Geno, Esq.
Attorney for the Debtor

/s/D. Andrew Phillips
D. Andrew Phillips, Esq.
Attorney for Atlas Pipeline Mid-Continent LLC

/s/ Bradley T. Golmon
Bradley T. Golmon, Esq.
Attorney for Denton County Electric
Cooperative, Inc. d/b/a CoServ Electric

/s/ R. Spencer Clift
R. Spencer Clift, Esq.
Attorney for Collateral Plus Fund I,
R. Hayne Hollis III, Patrick B. Trammell
and Watson & Downs, LLC

/s/ Douglas C. Noble
Douglas C. Noble, Esq.
Attorney for Council Tree Investors, Inc.

William H. Leech, Esq.
Danny E. Ruhl, Esq.
Attorneys for Skytel

/s/ Richard Drew
Richard Drew, Esq.
Attorney for the United States of America
On behalf of the FCC

/s/ Sammie S. Tharp
Sammie S. Tharp, Esq.
Attorney for United States Trustee

/s/ Jim F. Spencer, Jr.
Jim F. Spencer, Jr., Esq.
Attorney for Southern California Regional
Rail Authority

/s/ Stephen W. Rosenblatt
Stephen W. Rosenblatt, Esq.
Attorney for Crown Castle South, LLC

PRESENTED BY:

Craig M. Geno, Esq. (MSB# 4793)
HARRIS JERNIGAN & GENO, PLLC
587 Highland Colony Parkway (39157)
Post Office Box 3380
Ridgeland, MS 39158-3380
601-427-0048 - Telephone
601-427-0050 - Facsimile

Exhibit E-1

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE: CHAPTER 11
MARITIME COMMUNICATIONS/LAND MOBILE, LLC CASE NO. 11-13463-DWH
Debtor

ORDER CONFIRMING PLAN OF REORGANIZATION

THIS CAUSE came on to be heard at a hearing on confirmation on November 14 and 15, 2012, of the *First Amended Plan of Reorganization* (the "Plan"), attached hereto as Exhibit A¹ (DK #669), the responses and/or objections thereto of Atlas Pipeline Mid-Continent LLC ("Atlas"); Denton County Electric Cooperative, Inc. d/b/a CoServ Electric ("CoServ"); Matagorda County ("Matagorda"); Collateral Plus Fund I, R. Hayne Hollis III, Patrick B. Trammell and Watson & Downs, LLC ("Collateral Plus"); Council Tree Investors, Inc. ("Council Tree"); Warren Havens, Skybridge Spectrum Foundation, Verde Systems LLC, Environmental LLC, Intelligent Transportation & Monitoring LLC, and Telesaurus Holdings GB LLC ("Skytel"); the United States on behalf of the Federal Communications Commission ("FCC"); the United States Trustee (the "UST"); and Crown Castle South, LLC ("Crown Castle"); and the Response to the United States Objection to Debtors' First Amended Plan of Reorganization by Southern California Regional Rail Authority ("SCRRA"); the Court having heard and considered the Plan, evidence and arguments of counsel in support of, and in opposition to the Plan, and being otherwise advised in the premises, is of the opinion that the Plan should be confirmed as set forth herein and in the Court's bench opinion delivered on the record at the conclusion of the hearing

¹ Except as provided herein, all terms used shall have the meaning assigned in the Plan.

NO JMI01 453279 v16
1039343 000039

(the "Bench Opinion"), and subject to the terms and conditions of this order. The Court does hereby find, order, and adjudicate as follows, to-wit:

1. Notice and a hearing were adequate and appropriate under the circumstances.
2. The Court has jurisdiction of the subject matter herein and the parties hereto. This is a core proceeding.
3. The Court incorporates herein by reference its Bench Opinion as if set forth in full herein.
4. The classification of Claims in the Plan is based upon a substantial similarity of all Claims in each such class, is reasonable and was made in good faith, and was not made for the purpose of affecting the vote in such class or for any improper purpose.
5. The solicitation for acceptances of the Plan was conducted in good faith and in a thorough manner, pursuant to this Court's prior order, was made of all creditors, gave all such creditors a fair and adequate opportunity to accept the Plan and was in compliance with Section 1129 of the Bankruptcy Code. As previously determined by this Court, the Disclosure Statement which was submitted by the proponent of the Plan to all creditors contained adequate information as required by Section 1125 of the Bankruptcy Code.
6. The credible evidence embraced all the facts relevant to the Plan and addressed all the prerequisites to confirmation imposed by Section 1129 (b) of the Bankruptcy Code.
7. The Plan has been rejected by no Classes and affirmatively accepted by Classes 1, 2, 3, 5, 7, and 9. At least one of the classes accepted the Plan without including the acceptance of any insider.
8. The Plan, as modified herein, complies with the applicable provisions of 11 U.S.C. §1129 in that:

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- (a) The Plan, as modified herein, complies with the applicable provisions of Title 11 of the United States Code;
- (b) The proponent has complied with all applicable provisions of Title 11 of the United States Code;
- (c) The Plan has been proposed in good faith and not by any means forbidden by law;
- (d) All payments to be made by the Debtor or any other party provided for in Section 1129(a)(4) of the Bankruptcy Code for services, or for costs and expenses and/or in connection with this case either have been approved, or are subject to the approval, by this Court as reasonable;
- (e) The proponent has disclosed the identity of any insiders who would be employed or retained by the Debtor and their compensation;
- (f) Each holder of an impaired claim would receive under the Plan on account of such claim, property of a value that is not less than the amount each holder would receive if the Debtor were liquidated under Chapter 7 of Title 11 of the United States Code;
- (g) All allowed expenses of administration, unless deferred or waived, will be paid in cash upon the Effective Date of the Plan, under the Plan when due, or as allowed and directed by the subsequent order(s) of the Court and/or this order of confirmation ("Confirmation Order");
- (h) The Plan does not discriminate unfairly among creditors or classes, and the designation of Classes under the Plan is reasonable, based upon the fact that each claim in any Class of the Plan is substantially similar;

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- (i) All classes of Claims have either voted for the Plan, are not impaired under the Plan or the Plan is fair and equitable as to that Class.
 9. The Plan is feasible and is based on the valid business judgment of the Debtor, and confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtor, other than that specified in the Plan itself.
 10. Prior to the commencement of the Confirmation Hearing, Council Tree Investors withdrew its offer to purchase the assets of the Debtor ("Council Tree Withdrawal") (DK #842).
 11. The objections of Atlas and CoServ are resolved by the terms dictated into the record and contained in subsequent terms of this Confirmation Order.
 12. The objection of Matagorda is overruled in that Matagorda failed to prosecute said objection at confirmation.
 13. The objection of Collateral Plus is resolved by the Council Tree Withdrawal.
 14. The objection of Skytel is overruled, subject to the terms and conditions of this Confirmation Order.
 15. The objection of the United States of America on behalf of the FCC and response thereto filed by SCRRA are resolved by the subsequent terms of this Confirmation Order.
 16. The objection of the UST is resolved by the subsequent terms of this Confirmation Order.
 17. The objection of Crown Castle is resolved by subsequent terms in this Confirmation Order.
- It is, therefore,
ORDERED, ADJUDGED AND DECREED, that the Plan is hereby confirmed, as set forth herein and in the Bench Opinion, and subject to the terms and conditions of this Confirmation Order. It is, further,

NO JMI01 453279 v16
1039343 000039

Exhibit E-1

ORDERED, ADJUDGED AND DECREED, that Choctaw is a good faith purchaser as contemplated by 11 U.S.C. § 363(m). It is, further,

ORDERED, ADJUDGED AND DECREED, that the Debtor shall pay any and all fees currently due and outstanding to the UST within fourteen days of the entry of this Order and thereafter the Debtor shall timely pay to the UST any and all post-confirmation quarterly fees as required by 28 U.S.C. § 1930(a)(6) until such time as this case is converted, dismissed or closed by the Court. Additionally, the Debtor shall timely submit to the UST post-confirmation Monthly Operating Reports in the format prescribed by the UST until such time as this case is converted, dismissed or closed by the Court. It is, further,

ORDERED, ADJUDGED AND DECREED, any modifications of the Plan must comply with 11 U.S.C. § 1127. It is, further,

ORDERED, ADJUDGED AND DECREED that to the extent that any provision of the Plan is inconsistent with any provision of this Order, this Order shall control. It is, further,

ORDERED, ADJUDGED AND DECREED, that in light of the Council Tree Withdrawal and for the reasons stated in the Bench Opinion and herein, the Debtor is authorized to proceed to implement the Plan as to the Choctaw Offer. It is, further,

ORDERED ADJUDGED AND DECREED that the Allowed Administrative Claim of Atlas will be paid within three (3) business days after the entry of this Confirmation Order, Choctaw and/or the Debtor shall pay unto Atlas Pipeline Mid-Continent, c/o Adam Grandon, 110 West 7th Street, Suite 2300, Tulsa, Oklahoma, 74119, the sum of TWENTY-NINE THOUSAND, FOUR HUNDRED THREE DOLLARS AND SEVENTY-TWO CENTS (\$29,403.72), in good and sufficient funds, representing Atlas' allowed administrative expense claim. The further terms and conditions of the Debtor's agreement with Atlas resolving its

However, no provision of the Plan relieves the Debtor, the Choctaw entities (Choctaw Telecommunications, Choctaw Holding, the Choctaw Investors) or the Liquidating Agent from their obligations to comply with the Communications Act of 1934, as amended and the rules regulations and orders promulgated thereunder by the FCC, including but not limited to any order issued by the FCC or settlement reached in the administrative proceeding initiated against the Debtor by the FCC in the April 19, 2011 Order to Show Cause, Hearing Designation Order and Notice and Opportunity for Hearing, and any FCC order issued in response to a Petition for Extraordinary Relief pursuant to the FCC's *Second Thursday* doctrine filed by Debtor and Choctaw.

It is, further,

ORDERED, ADJUDGED AND DECREED, that Section III(B)(ii) on page 24 of the Plan is modified as follows:

(ii) All authorizations, consents, certifications, approvals, rulings, no action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the Plan on the Effective Date, including an order by the FCC approving the transfer of the FCC Spectrum licenses to Choctaw, shall have been obtained or shall have occurred unless failure to do so will not have a material adverse effect on Council Tree, Choctaw, or any other purchaser pursuant to this Plan.

It is, further,

ORDERED, ADJUDGED AND DECREED, that the Debtor shall not receive a discharge, and all references in the Plan to a discharge of the Debtor, to a discharge of claims against the Debtor, or of an injunction in connection with the Debtor are stricken except that all parties shall be enjoined from seizing or encumbering any property being administered or held by the Liquidating Agent unless otherwise ordered by this Court. No injunction contained in the Plan, nor in this Order, shall impair the FCC's authority, including but not limited to its authority to commence and prosecute administrative proceedings, to enforce the Communications Act of 1934, as amended, or the rules, regulations, and orders promulgated thereunder by the FCC. It is, further,

objection to confirmation are found in a previously entered order more expressly resolving same. It is, further,

ORDERED ADJUDGED AND DECREED that CoServ reserves all Administrative Expenses Claims, and other Claims that it may have against the Debtor or the Debtor's estate and the Debtor reserves all defense thereto. A hearing shall be scheduled for a later date to determine the Allowance of any Claims held by CoServ. Thereafter, any Allowed Administrative Claim shall be paid in full on the Effective Date of the Plan or within ten days of the entry of an order allowing same whichever is later, and any Allowed Unsecured claim shall be paid in accordance with the terms of the Plan. It is, further,

ORDERED, ADJUDGED AND DECREED that confirmation of the Plan is without prejudice to Crown Castle's right to assert an Administrative Claim and prosecute its Motion for Allowance and Payment of an Administrative Expense Claim Pursuant to Section 503(B)(1)(a) and 365(D)(3) of the Bankruptcy Code [DK #867] (the "Crown Castle Admin. Claim Motion"), but the Allowance of its Claim will be determined at a hearing on the Crown Castle Admin. Claim Motion, currently scheduled for January 29, 2012 but in any event no later than February 5, 2013. In addition, confirmation of the Plan is without prejudice to Crown Castle's right, through the 30th day after the Effective Date, to assert a Claim for cure of defaults asserted by Crown Castle as to any unexpired leases and/or executory contracts to be assumed by the Debtor and assigned pursuant to the Plan, but the amount of such cure of default will be determined in conjunction with the hearing on the Crown Castle Admin. Claim Motion. It is, further,

ORDERED, ADJUDGED AND DECREED, that the first sentence of numbered paragraph 3 on page 16 of the Plan is amended to read as follows:

ORDERED, ADJUDGED AND DECREED, that all provisions of the Plan which purport to release, exculpate, or discharge any non-Debtor individuals or entities, and/or to enjoin claims against any non-Debtor individuals or entities, are stricken, except to the extent the Plan provides for the release of the Committee and the release of the Committee's members, attorneys and advisors with respect to their roles in connection with the Committee. It is, further,

ORDERED, ADJUDGED AND DECREED, that Choctaw and Holdings shall each use their best efforts to obtain the FCC Licenses from Marlinne and to obtain approval from the FCC for the same. Choctaw and Holdings shall further use their best efforts to sell, subject to the approval of the FCC, sufficient FCC Licenses in order to satisfy the Allowed Claims in full. It is, further,

ORDERED, ADJUDGED AND DECREED that subject to and pursuant to an appropriate confidentiality agreement to be executed by and between the Liquidating Agent and Choctaw and Holdings, Choctaw shall issue quarterly reports to the Liquidating Agent regarding its progress in implementing the Plan. It is, further,

ORDERED, ADJUDGED AND DECREED that, notwithstanding anything to the contrary in the Plan, no portion of the Claim held by the FCC will be disallowed or not paid on the ground that it includes a penalty. It is, further,

ORDERED, ADJUDGED AND DECREED that, notwithstanding anything to the contrary in the Plan, the Debtor and the Liquidating Agent retain the sole right to object to Claims through and including 90 days following first FCC approval of the transfer of any FCC Licenses to Choctaw and Holdings. However, any objections to Class 1, 2, 3, 4, 5 and 7 Claims must be made no later than 60 days following Confirmation. Notwithstanding the preceding, Skytel may object to any Class 1, 2, 3, 4, 5 and 7 Claims up to 60 days following Confirmation. It is, further,

Exhibit E-1

ORDERED, ADJUDGED AND DECREED that consistent with the Plan and statements made on the record at the hearing on confirmation of the Plan, Choctaw Telecommunications, LLC and Critical RF, Inc. shall execute security documents in support of Choctaw's obligations under the Plan in a form acceptable to the Committee and/or Liquidating Agent which shall be substantially similar to those annexed hereto as Exhibit B. It is, further,

ORDERED, ADJUDGED AND DECREED that notwithstanding anything to the contrary in the Plan, no security interest recognized by the Plan will encumber any of the FCC Licenses, pursuant to applicable federal law, including the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated thereunder, but, assuming the Debtor retains the right to hold the FCC Licenses, the security interests may include all proceeds of the FCC Licenses while held by the Debtor, and the right to receive all monies, consideration and proceeds derived from or in connection with the Debtor's sale, assignment, transfer or other disposition of any FCC Licenses that are held by the Debtor at the time of such sale, assignment, transfer, or other disposition." It is, further,

ORDERED, ADJUDGED AND DECREED, that the provisions of the Plan and this Order shall bind the Debtor, and each and every creditor, whether or not the claim is impaired under the Plan or whether or not the holder of the claim has accepted the Plan. It is, further,

ORDERED, ADJUDGED AND DECREED, that distributions to creditors under the Plan shall be made in accordance with the Plan, subject to any post-confirmation modifications pursuant to 11 U.S.C. § 1127 that may be necessary to comply with FCC orders approving transfer of the FCC Licenses. It is, further,

ORDERED, ADJUDGED AND DECREED, that all individuals and entities seeking, pursuant to Section 503(b) and/or 546(c)(2) of the Bankruptcy Code, payment of accounts, debts, fees or reimbursement of expenses from the Debtor shall make application to the Court for award

of payment of such claims within thirty (30) days of the date of this Order, or shall be forever barred. It is, further,

ORDERED, AND ADJUDGED AND DECREED that applications for compensation of professional persons that are to be filed within sixty (60) days after the entry of this Confirmation Order shall be filed with the Clerk of the Court, with a copy being provided to the office of the United States Trustee, together with the Notice in connection with the Application for Compensation. In addition, a copy of the Notice shall be provided to all secured creditors scheduled in this case, all governmental entities having claims in this Chapter 11 case, the office of the United States Attorney for the Northern District of Mississippi and any person or entity having entered an appearance herein. In the event objections are filed, the dollar amounts involved in the objection shall be specified so that an order may be entered granting that portion of the application that is not objected to or in controversy, and the Court will hear and consider the objectionable portion of the application in due course. The Application for Compensation otherwise remains subject to the applicable provisions of the Bankruptcy Rules. It is, further,

ORDERED, ADJUDGED AND DECREED, that subsequent to the entry of this Confirmation Order, the Court shall retain jurisdiction as described and contemplated within the Plan. In addition, the Court shall retain jurisdiction for the administration and adjudication of objections to claims and the allowance of claims -- including jurisdiction over the allowance of penalty or punitive claims to include jurisdiction over whether to allow any portion of SkyTel's proof of claim in this bankruptcy case which may ultimately involve treble damages, punitive damages, or damages in the form of a penalty against the Debtor, an issue which the Court specifically reserves to a later date consistent with its Bench Opinion and in light of its lift stay order [DK #373] and the related ongoing New Jersey District Court litigation -- during the course of the Chapter 11 proceeding, including any and all claims against the Debtor that arose

prior to and during the course of this Chapter 11 proceeding herein in accordance with the terms and provisions of the Plan and this Confirmation Order. It is, further,

ORDERED, ADJUDGED AND DECREED that, as discussed in more detail in the Plan, Don DePriest, Sandra DePriest and any entities under their ownership and/or control shall not participate in, nor shall they receive any recovery or distributions made by the Administrative Agent/Liquidating Agent under or in connection with the Plan. It is, further,

ORDERED, ADJUDGED AND DECREED that, neither this Order, nor any other order entered in connection with any of the responses or objections to the Plan, shall have any effect on or otherwise vary or modify: (a) any of the prior orders of the Court with respect to the assumption by the Debtor of any executory contracts or unexpired leases; or (b) any of the prior orders of the Court with respect to the sale of FCC Spectrum Licenses by the Debtor to third parties. It is, further,

ORDERED, ADJUDGED AND DECREED, that notwithstanding anything to the contrary that may be contained in the Plan, this Order, or otherwise, this Order shall not constitute a waiver of SkyTel's rights or arguments in connection with its pending appeals initiated on October 31, 2012. It is further,

ORDERED, ADJUDGED AND DECREED, that notwithstanding anything to the contrary that may be contained in the Plan, this Order, or otherwise, nothing in the Plan, this Order, or otherwise shall be deemed to be a finding or adjudication that the Debtor owns or otherwise has the right to hold the FCC Spectrum Licenses or any FCC licenses, or a finding or adjudication as to the value of the FCC Spectrum Licenses or any FCC licenses, the Court having expressly recognized that: (a) the Court is not attempting through its orders or otherwise to superimpose this Court's rulings or judgments on the FCC; (b) the Court's rulings and orders herein are contingent on what the FCC ultimately decides regarding the subject FCC licenses and

the Debtor's rights to hold and/or transfer same; (c) the Court has not been asked to value, has not valued, and has not ruled upon the value of the subject FCC licenses; and (d) SkyTel preserves and maintains its right to continue to assert its claims, defenses, rights, and positions in and in connection with the FCC licenses before both the FCC and the New Jersey District Court, including those claims, defenses, rights, and positions which are the subject of and/or are related to the FCC proceedings and New Jersey District Court Litigation discussed in SkyTel's Objection to Confirmation of the Plan [DK #806]. It is further,

ORDERED, ADJUDGED AND DECREED, that counsel for the Debtor-in-Possession is directed to serve a copy of this Confirmation Order upon all creditors and parties in interest within ten (10) days after entry hereof, and to provide an accompanying certificate of service, regarding service of this Confirmation Order, to the Clerk of the Court.

The foregoing constitutes findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. This is a final judgment in accordance with the applicable Bankruptcy Rules.

SO ORDERED this the 11th day of January, 2013.

HON. DAVID W. HOUSTON III
UNITED STATES BANKRUPTCY JUDGE
NORTHERN DISTRICT OF MISSISSIPPI

APPROVED AS TO FORM:

/s/ Craig M. Geno
Craig M. Geno, Esq.
Attorney for the Debtor

/s/ D. Andrew Phillips
D. Andrew Phillips, Esq.
Attorney for Atlas Pipeline Mid-Continent LLC

Exhibit E-1

/s/ Bradley T. Golmon
Bradley T. Golmon, Esq.
Attorney for Denton County Electric
Cooperative, Inc. d/b/a CoServ Electric

/s/ R. Spencer Clift
R. Spencer Clift, Esq.
Attorney for Collateral Plus Fund I,
R. Hayne Hollis III, Patrick B. Trammell
and Watson & Downs, LLC

/s/ Douglas C. Noble
Douglas C. Noble, Esq.
Attorney for Council Tree Investors, Inc.

William H. Leech, Esq.
Danny E. Ruhl, Esq.
Attorneys for Skytel

/s/ Richard Drew
Richard Drew, Esq.
Attorney for the United States of America
On behalf of the FCC

/s/ Sammie S. Tharp
Sammie S. Tharp, Esq.
Attorney for United States Trustee

/s/ Jim F. Spencer, Jr.
Jim F. Spencer, Jr., Esq.
Attorney for Southern California Regional
Rail Authority

/s/ Stephen W. Rosenblatt
Stephen W. Rosenblatt, Esq.
Attorney for Crown Castle South, LLC

PRESENTED BY:

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**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI**

IN RE:

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

Debtor

CHAPTER 11

CASE NO. 11-13463-DWH

**EXHIBITS "A" AND "B" ARE NOT ATTACHED BUT CAN
BE OBTAINED THROUGH PACER OR BY CONTACTING
CONTACTING BEVERLY PRITCHARD AT THE OFFICE
OF COUNSEL FOR THE DEBTOR - 601-427-0048**