

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
INYX USA, LTD.,) Case No. 07-10888 (KG)
)
)
Debtor.)

PLAN OF LIQUIDATION OF INYX USA, LTD.
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE DATED JANUARY 26, 2010

TABLE OF CONTENTS

	Page
PRELIMINARY STATEMENT	1
ARTICLE 1 2	
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW ...	2
A. Rules of Interpretation, Computation of Time and Governing Law	2
B. Defined Terms	2
ARTICLE 2 10	
ADMINISTRATIVE CLAIMS, PROFESSIONAL FEES AND PRIORITY TAX CLAIMS.....	10
A. Introduction	10
B. Administrative Claims	10
C. Professional Fee Claims	11
D. Priority Tax Claims	11
ARTICLE 3 12	
CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS	12
A. Summary	12
B. Classification and Treatment of Claims against the Debtor	12
ARTICLE 4 14	
ACCEPTANCE OR REJECTION OF THE PLAN	14
A. Voting Classes	14
B. Acceptance by Impaired Classes.....	14
C. How to Vote.....	15
ARTICLE 5 15	
MEANS FOR IMPLEMENTATION OF THE PLAN.....	15
A. Available Cash	15
B. Handling of Plan Assets and Collection of Plan Proceeds	15
C. Distribution on Account of the Westernbank Secured Claim	15
D. Litigation.....	16
E. Payment of Plan Expenses	16
F. Post-Confirmation Operations of the Debtor	16
G. Full and Final Satisfaction	16
H. Distribution Procedures.....	16
I. The Liquidating Trustee	17
J. Resolution of Disputed Claims	17
K. Allocation of Distributions.....	17
L. Reports to Creditors	17
M. Rounding.....	17
N. Disputed Payments.....	18
O. Unclaimed Property	18
P. Setoffs	18
Q. Withholding Taxes.....	18
R. United States Trustee Fees.....	18
ARTICLE 6 18	
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	18
A. Assumption Or Rejection of Executory Contracts and Unexpired Leases.....	18
B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.....	19
ARTICLE 7 19	
CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN AND TO THE EFFECTIVE DATE.....	19
A. Conditions to Confirmation of the Plan	19
B. Conditions to the Effectiveness of the Plan	19
C. Effective Date	20
ARTICLE 8 20	
EFFECT OF CONFIRMATION	20
A. Binding Effect of Plan.....	20
B. Limitation of Liability.....	20
C. Releases	20

D.	Injunction	21
E.	Post-Confirmation Liability of the Trustee and the Liquidating Trustee	22
ARTICLE 9	22	
RETENTION OF JURISDICTION.....		22
ARTICLE 10	23	
MISCELLANEOUS.....		23
A.	Revocation of Plan	23
B.	Severability of Plan Provisions	23
C.	Governing Law	23
D.	Cram Down	24
E.	Exhibits and Plan Supplement	24
F.	Notices	24
G.	Reservation of Rights.....	24
H.	Computation of Time Periods	25
I.	Defects, Omissions and Amendments.....	25
J.	Filing of Additional Documents.....	25
K.	Successors and Assigns.....	25
L.	Tax Exemption.....	25
M.	Securities Exemption	26
N.	Plan Interest Rate	26
O.	Implementation	26
P.	Record Date	26
Q.	Dissolution of Committee	26
R.	Waiver of Ten (10) Day Stay	27

PRELIMINARY STATEMENT

Stephen S. Gray, as the Court-appointed Chapter 11 Trustee (the "Trustee") for the Debtor, Inyx USA, Ltd. (the "Debtor"), hereby proposes the following Plan. Reference is made to the Disclosure Statement accompanying this Plan, including any exhibits thereto, for a discussion of the Debtor's history, business, results of operations and properties, the post-petition sale of substantially all of the Debtor's assets, and for a summary and analysis of the Plan. All Holders of Claims and Equity Interests should read the Disclosure Statement and the Plan carefully before voting to accept or reject the Plan.

The Plan sets forth a proposal for the satisfaction of all Claims against and Equity Interests in the Debtor. With the Plan, Creditors and Equity Interest Holders will receive a Disclosure Statement that provides information concerning the Debtor and the Plan. The Disclosure Statement includes a summary of the assets and liabilities of the Debtor, a summary of what Creditors and Equity Interest Holders will receive under the Plan, a summary of the procedures and voting requirements necessary for confirmation of the Plan, and a discussion of certain alternatives to the Plan in the event that the Plan is not confirmed. Creditors and Equity Interest Holders entitled to vote on the Plan also will receive a Ballot for use in voting to accept or reject the Plan. You should thoroughly review both the Plan and Disclosure Statement before deciding whether you will vote to accept or reject the Plan.

As more fully described in the Disclosure Statement, before it can be confirmed, the Plan must be approved by the requisite number of Creditors and the Bankruptcy Court must find that the Plan meets the applicable legal standards. If the Plan is not confirmed, the Bankruptcy Court may order the Chapter 11 Case dismissed or converted to a liquidating case under chapter 7 of the Bankruptcy Code. For the reasons set forth in the Disclosure Statement, if the Plan is not confirmed, the Trustee does not believe that Creditors will receive any distributions on account of their Claims. Consequently, as set forth herein, the Debtor believes that it is in the best interests of all creditors to vote to accept the treatment provided for herein.

The Plan and the distributions to the Creditors is made possible by the settlement with the Debtor's prepetition secured lender, Westernbank Puerto Rico ("Westernbank"). As provided below, if the Plan is confirmed, Allowed Administrative and other Priority Claims will be paid, each Class 4 Creditor will receive its Pro Rata share of 40% of any Net Litigation Recoveries, and Westernbank will receive 60% of any Net Litigation Recoveries on account of its deficiency claim. In addition, the settlement with Westernbank provides for the use of Effective Date Cash, in which Westernbank asserts a lien, in the amount of the Plan Funding Cash Contribution to satisfy the Allowed Administrative and Priority Claims, and, if applicable, Class 3 Other Secured Claims. Confirmation of the Plan is subject to there being sufficient Cash to pay Holders of Allowed Administrative Claims and Priority Claims in full, unless alternative treatment is otherwise agreed to by such holders.

ARTICLE 1
DEFINED TERMS, RULES OF INTERPRETATION,
COMPUTATION OF TIME AND GOVERNING LAW

A. Rules of Interpretation, Computation of Time and Governing Law

1. For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and each pronoun, whether stated in the masculine, feminine or neuter gender, shall include the masculine, feminine and the neuter gender; (b) any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or exhibit Filed, or to be Filed, shall mean such document or exhibit, as it may have been or may be amended, modified or supplemented; (d) unless otherwise specified, all references in the Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to the Plan; (e) the words “herein,” “hereof,” “hereunder,” and “hereto” and similar terms refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) references to part includes the whole, except where the context clearly requires otherwise; (g) “or” has the inclusive meaning represented by the phrase “and/or”; (h) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (i) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply; and (j) any term used in capitalized form in the Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

3. Except to the extent that the Bankruptcy Code or Bankruptcy Rules are controlling, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

4. The Plan is the product of discussions and negotiations by and between, among others, the Trustee and Westernbank. Each of the foregoing was represented by counsel who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, and ancillary documents. Accordingly, the rule of contract construction known as “contra proferentum” shall not apply to the interpretation of any provision of this Plan, the Disclosure Statement, or any ancillary agreement or document generated in connection herewith.

B. Defined Terms

5. Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form in the Plan:

6. “Administrative Claim” means a Claim for costs and expenses of administration of the Estate under Section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses awarded or allowed under Section 330(a) or 331 of the Bankruptcy Code; (c) all fees and charges assessed against the Estate under 28 U.S.C. §§ 1911-1930; (d) all obligations designated as Allowed Administrative Claims pursuant to an order of the Bankruptcy Court; (e) administrative claims that were timely filed prior to the Administrative Claims Bar Date; and (f) any Tax Claims incurred by the Debtor after the Petition Date or relating to a tax period which occurs after the Petition Date.

7. “Administrative Claims Bar Date” means (a) the last date set by the Bankruptcy Court pursuant to any Administrative Claims Bar Date Order for Claimants to file a request for payment of any Administrative Claim that arose during the period specified in such order, or (b) for Administrative Claims which arose after the last period covered by an Administrative Claims Bar Date Order and prior to the Effective Date, such date fixed by the Bankruptcy Court pursuant to the Confirmation Order, including without limitation December 18, 2008 with respect to administrative expense claims arising on or before December 11, 2008 per the Bankruptcy Court’s order entered on November 10, 2008 at docket no. 321.

8. “Administrative Claims Bar Date Order” means any order or orders setting an Administrative Claims Bar Date, which may include the Confirmation Order.

9. “Allowed” means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that has been scheduled by Debtor in its Schedules as other than disputed, contingent or unliquidated and as to which Debtor or other party in interest has not Filed an objection; (b) a Claim that is set forth in a timely filed Proof of Claim as to which no objection has been Filed a Claim that has been allowed by a Final Order; (c) a Claim that is allowed: (i) in any stipulation of amount and nature of Claim executed by the Debtor prior to the Effective Date and approved by the Bankruptcy Court; or (ii) in any stipulation of amount and nature of Claim executed by the Liquidating Trustee on or after the Effective Date; (d) a Claim relating to a rejected executory contract or unexpired lease that either (i) has not been timely disputed by the Liquidating Trustee or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been timely Filed by the Claimant before the applicable Rejection Bar Date for such claim or has otherwise been deemed timely Filed under applicable law; or (e) a Claim that is Allowed pursuant to the terms of this Plan.

10. “Allowed Claim” means a Claim of the type described that has been Allowed, and includes, *inter alia*, the Westernbank Secured Claim.

11. “Ballots” mean the ballots upon which Holders of Impaired Claims and Impaired Equity Interests entitled to vote on the Plan shall indicate their acceptance or rejection of the Plan in accordance with the Plan and the Voting Instructions.

12. “Bankruptcy Code” means title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code, as amended from time to time, as applicable to this Chapter 11 Case.

13. “Bankruptcy Court” means the United States District Court for the District of Delaware having jurisdiction over this Chapter 11 Case and, to the extent of any reference made pursuant to section 157 of

title 28 of the United States Code and/or the General Order of such District Court pursuant to Section 151 of title 28 of the United States Code, the bankruptcy unit of such District Court.

14. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to this Chapter 11 Case, promulgated under 28 U.S.C. § 2075 and the General, and Local Rules of the Bankruptcy Court.

15. “Business Day” means any day, other than a Saturday, Sunday or legal holiday (as defined in Bankruptcy Rule 9006(a)).

16. “Cash” means cash and cash equivalents, including, but not limited to, bank deposits, wire transfers, checks, and readily marketable securities, instruments and legal tender of the United States of America or instrumentalities thereof.

17. “Chapter 5 Claims” mean all claims and causes of action which the Debtor has or had the power to assert pursuant to chapter 5 of the Bankruptcy Code.

18. “Chapter 11 Case” means the case of Inyx USA, Ltd. commenced under Chapter 11 of the Bankruptcy Code by the Debtor on the Petition Date, styled *In re Inyx USA, Ltd., Case No. 07-10888 (KG)*, currently pending before the Bankruptcy Court. The Inyx USA, Ltd. Chapter 11 Case initially was jointly administered with the chapter 11 case of Exaeris, Inc. under Case No. 07-10887 (KG).

19. “Claim” means a claim (as defined in Section 101(5) of the Bankruptcy Code (as supplemented by Section 102(2) of the Bankruptcy Code)) against the Debtor or its property, including, but not limited to: (a) any right to payment from the Debtor whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such performance gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

20. “Claimant” means the Holder of a Claim.

21. “Class” means a category of Holders of Claims or Equity Interests as set forth in Article 3 of the Plan.

22. “Committee” means the Official Committee of Unsecured Creditors appointed by the United States Trustee in this Chapter 11 Case on February 14, 2008.

23. “Confirmation” means the entry of the Confirmation Order, subject to all conditions specified in Article 7 of the Plan having been (a) satisfied or (b) waived pursuant to Article 7.

24. “Confirmation Date” means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

25. “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider confirmation of this Plan pursuant to Section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

26. “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

27. “Consummation” or “Consummate” means the occurrence of or to achieve the Effective Date.

28. “Contingent Claim” means any Claim (i) that is listed as contingent in the Schedules, (ii) for which a Proof of Claim has been filed with the Bankruptcy Court but was not filed in a sum certain and which Claim has not been estimated, fixed or liquidated by the Bankruptcy Court at a sum certain as of the Effective Date, or (iii) that has accrued but nonetheless remains dependent on the occurrence of a future event that may never occur.

29. “Creditor” means any Holder of a Claim against the Debtor that arose on or prior to the Petition Date.

30. “Debtor” means Inyx USA, Ltd.

31. “Debt” means liability on a Claim.

32. “Disallowed” means, with respect to any Claim, (i) a Claim, or any portion thereof, that has been disallowed by a Final Order; (ii) a Claim that has been listed in the Schedules at zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, Final Order, or other applicable law; or (iii) a Claim that has not been listed in the Schedules and as to which no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, Final Order, or other applicable law. All Disputed Claims that are the subject of a pending objection as of the date on which the Disclosure Statement is approved shall constitute Disallowed Claims for purposes of voting to accept or reject the Plan.

33. “Disbursing Agent” means the Liquidating Trustee, or such other such person or Entity designated to act as the disbursing agent for the purpose of making the distributions required under the Plan.

34. “Disclosure Statement” means the Trustee’s Disclosure Statement for the Plan dated as of January 26, 2010, as amended, supplemented, or modified from time to time, describing the Plan, that was prepared and distributed in accordance with the Bankruptcy Code and Bankruptcy Rules and other applicable law.

35. “Disputed Claim” means, with respect to a Claim, that portion (including, when appropriate, the whole) of a Claim that is neither Allowed nor Disallowed.

36. “Disputed Claims Amount” means the aggregate amount of Disputed Claims that are liquidated. For purposes of calculating distributions of Cash under the Plan, the amount of each Disputed Claim shall be based upon either (i) the face amount of such Creditor’s Disputed Claim (or the disputed portion thereof) as set forth in the Creditor’s filed proof of Claim, (ii) the amount at which the Bankruptcy Court may estimate such Disputed Claim, or (iii) the amount which the Disbursing Agent determines in its reasonable judgment is the appropriate amount to be reserved for such Disputed Claim.

37. “Distribution Dates” means collectively the Initial Distribution Date, any Subsequent Distribution(s) Date and the Final Distribution Date.

38. “Distribution Record Date” means the close of business on the Business Day immediately preceding the Effective Date.

39. “Effective Date” means the date selected by Debtor which is a Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect, and (b) all conditions specified in Article 7 of the Plan have been satisfied, unless waived by the Debtor.

40. “Effective Date Cash” means the cash on hand on the Effective Date, minus the amount of Administrative Claims incurred but remaining unpaid under the cash collateral budget in effect on or prior to the Effective Date (which amount for such Administrative Claims will be deposited in a federally insured post-Effective Date bank account, for payment of such budgeted amounts when due and payable).

41. “Entity” means an entity as defined in Section 101(15) of the Bankruptcy Code.

42. “Equity Interests” means the equity interests in the Debtor.

43. “Estate” means the estate of the Debtor in these Chapter 11 Case created pursuant to Section 541 of the Bankruptcy Code upon the commencement of this Chapter 11 Case.

44. “File” or “Filed” means file or filed with the Bankruptcy Court or its authorized designee in this Chapter 11 Case.

45. “Final Decree” means the decree contemplated under Bankruptcy Rule 3022.

46. “Final Distribution Date” means the date of the last payment to Holders of Allowed Claims in accordance with the provisions of the Plan.

47. “Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction (i) which has not been reversed, stayed, modified or amended, (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing, or certiorari has expired or been waived (without regard to whether the time to seek relief from a judgment under Bankruptcy Rule 9024 has expired), and (iii) as to which no appeal or petition for reconsideration, review, rehearing, or certiorari is pending; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule or applicable state court rules of civil procedure, may be filed with respect to such order shall not cause such order not to be a Final Order.

48. “General Bar Date” means December 18, 2008, the date set by the Bankruptcy Court as the last day for filing a Claim arising prior to the Petition Date against the Debtor in this Chapter 11 Case other than (i) those Claims expressly excluded from the General Bar Date pursuant to order of the Bankruptcy Court and (ii) Claims whose filing deadlines are otherwise governed by any Rejection Bar Date.

49. “Governmental Unit” means the United States; a state; a commonwealth; a district; a territory; municipality; foreign state; department, agency, or instrumentality of the United States (but not a United States Trustee while serving as a trustee in a case under this title); or other foreign or domestic government.

50. “Holder” means an Entity holding a Claim or Equity Interest.

51. “Impaired” means with respect to a Claim or Class of Claims, a Claim or Class of Claims that is impaired within the meaning of Section 1124 of the Bankruptcy Code.

52. “Insider” means an insider of the Debtor, as defined in Section 101(31) of the Bankruptcy Code.

53. “Interim Fee Order” means that certain “Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals entered by the Bankruptcy Court on September 17, 2007 at Docket No. 186 in the Exaeris, Inc. Bankruptcy Case, No. 07-10887 (KG), with which the Debtor, Inyx USA, Ltd.’s Chapter 11 Case was jointly administered at that time.

54. “Lien” means any charge against or interest in property (including, but not limited to, any mortgage, lien, pledge, charge, security interest, encumbrance or other security device of any kind) to secure payment of a debt or performance of an obligation.

55. “Liquidating Trustee” means Stephen S. Gray, from and after the Effective Date.

56. “Liquidating Trust” means the Liquidating Trust, substantially in the form to be filed with the Plan Supplement to this Plan, pursuant to which the Liquidating Trustee shall administer the Plan Assets from and after the Effective Date.

57. “Litigation” means the interests of the Estate or the Debtor, as applicable, in any and all claims, rights and causes of action which have been or may be commenced by the Estate. The term “Litigation” includes, without limitation: (i) Chapter 5 Claims; (ii) any action for the turnover of property to the Debtor; (iii) any action for the recovery of property or payment of money that belongs to or can be asserted by the Debtor; (iv) any action for compensation for damages incurred by the Debtor; and (v) equitable subordination actions against Creditors.

58. “Litigation Recoveries” means any Cash or other property received by the Estate from all or any portion of the Litigation, including, but not limited to, awards of damages, attorneys’ fees and expenses, interest and punitive damages, whether recovered by way of settlement, execution on judgment or otherwise. If any Litigation is pursued, the Litigation Recovery will be net of any hourly-based or contingent fee paid to legal counsel to prosecute such Litigation.

59. “Manati Real Property” means the Debtor’s real property located at PR 604 Road, San Jose, Eotto Norte Industrial Zone, Manati, Puerto Rico.

60. “Net Litigation Recoveries” means Litigation Recoveries after satisfaction of all Plan Expenses over and above such Plan Expenses funded by the Plan Funding Cash Contribution.

61. “Petition Date” means July 2, 2007, the date on which the Debtor filed its petition for relief commencing this Chapter 11 Case.

62. “Plan” means this Chapter 11 Plan of Liquidation, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Plan, the Bankruptcy Code and the Bankruptcy Rules, including, without limitation, any exhibits and schedules hereto, either in its present form or as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions hereof.

63. “Plan Assets” means all property of the estate not transferred to the holder of the Westernbank Secured Claim under this Plan, whether tangible or intangible, including, without limitation, all Litigation and Litigation Recoveries, except as expressly set forth in this Plan.

64. “Plan Expenses” means the expenses incurred by the Estate, the Disbursing Agent or the Liquidating Trustee following the Effective Date (including the fees and costs of attorneys and other professionals) for the purpose of (i) prosecuting or otherwise attempting to collect or realize upon the Litigation; (ii) selling or collecting upon any of the Plan Assets; (iii) resolving Disputed Claims and effectuating distributions to Creditors under the Plan; or (iv) otherwise implementing the Plan and closing the Chapter 11 Cases.

65. “Plan Funding Cash Contribution” means \$418,000 in Cash to be contributed to the Liquidating Trust on the Effective Date from the Effective Date Cash, free and clear of any and all liens, claims, encumbrances and other interests, in which Westernbank holds or asserts a prepetition first priority, perfected secured claim, to fund the Plan, including without limitation to fund the initial operations of the Liquidating Trustee with respect to the Litigation, for payment of Plan Expenses, and payment of other expenses that may be incurred by the Liquidating Trustee with respect to the tasks and duties assigned to it in connection with the implementation of the Plan.

66. “Plan Supplement” means the compilation of pleadings and other documents identified in the Plan or Disclosure Statement that will be filed in the Bankruptcy Court no later than ten (10) days prior to the Confirmation Hearing.

67. “Priority Claim” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority under section 507(a) of the Bankruptcy Code.

68. “Priority Tax Claim” means a Claim of a Governmental Unit of the kind specified in Sections 502(i) and 507(a)(8) of the Bankruptcy Code.

69. “Pro Rata” means proportionately so that, with respect to a Claim, the ratio of (a) (i) the amount of property distributed on account of a particular Claim to (ii) the Allowed amount of the Claim, is the same as the ratio of (b) (i) the amount of property distributed on account of all Allowed Claims of the Class in which the particular Claim is included to (ii) the amount of all Allowed Claims in that Class.

70. “Professional” means an Entity (a) employed pursuant to a Final Order in accordance with Sections 327, 1103 or (with respect to the Trustee) 1104 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to Sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Sections 503(b)(3)(F) of the Bankruptcy Code. Professionals shall include, without limitation, the following Entities: (i) CRG Partners Group LLC; (ii) the Trustee; (iii) Pachulski Stang Ziehl & Jones LLP; (iv) Baerga & Quintana; (v) Cassels Brock; Verdolino & Lowey, P.C., (vi) Klehr Harrison Harvey Branzburg & Ellers LLP, and (vii) for the period of joint administration of this case and the Exaeris, Inc., case, that ended on December 7, 2007 (and only to the extent allocable to the Debtor, Inyx USA, Ltd.), Amper, Politziner & Mattia, P.C.

71. “Professional Fee Claim” means a Claim of a Professional for compensation and reimbursement of fees and expenses pursuant to Sections 330, 331, 326 (with respect to the Trustee) and/or 503 of the Bankruptcy Code, and accrued and unpaid as of the Effective Date.

72. “Proof of Claim” means a proof of claim Filed pursuant to Section 501 of the Bankruptcy Code and/or any order of the Bankruptcy Court, together with supporting documents.

73. “Rejection Bar Date” means the deadline by which any Entity whose Claim arises from a Court-approved rejection of an executory contract or unexpired lease, in accordance with section 365 of the Bankruptcy Code and pursuant to an order of the Court, must file a proof of claim. The Rejection Bar Date for each such Entity shall be the later of: (i) the General Bar Date, (ii) 30 days after the date of the order approving the Debtor’s rejection of the applicable contract or lease, or (iii) 30 days following the Effective Date, unless otherwise ordered by the Court.

74. “Released Parties” means (i) the Debtor; (ii) the Trustee and his agents, financial advisors, attorneys and professionals; (iii) the Committee, its members solely in their capacity as members of the Committee, its agents, advisors, attorneys, and professionals; and (iv) Westernbank, and any of its present and former officers, directors, managers, employees, agents, advisors, attorneys, professionals and representatives.

75. “Schedules” means the schedules of assets and liabilities Filed by the Debtor pursuant to Section 521 of the Bankruptcy Code, the Official Bankruptcy Forms and the Bankruptcy Rules, as they have been or may be amended and supplemented from time to time, and Debtor’s statement of financial affairs Filed with the Bankruptcy Court pursuant to Section 521 of the Bankruptcy Code, the Official Bankruptcy Forms and the Bankruptcy Rules, as they have been or may be amended and supplemented from time to time.

76. “Secured Claim” means any Claim that is secured in whole or part, as of the Petition Date, by a Lien that is valid, perfected and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of such Lien or right of setoff as determined under sections 506(a) or 1129(b) of the Bankruptcy Code, as applicable.

77. “Subsequent Distribution Date” means any date after the Initial Distribution Date upon which date the Disbursing Agent makes a distribution to any Holders of Allowed Claims.

78. “Tax” means any tax, charge, fee, levy, impost or other assessment by any federal, state, local or foreign taxing authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, ad valorem, estimated, severance, stamp, occupation and withholding tax. “Tax” shall include any interest, penalty, or additions attributable to, imposed on or with respect to such assessments.

79. “Trustee” means Stephen S. Gray, the Court-appointed Chapter 11 Trustee for the Debtor, Inyx USA, Ltd.

80. “Unimpaired Claim” means an unimpaired Claim within the meaning of Section 1124 of the Bankruptcy Code.

81. “Unliquidated Claim” means any Claim (a) listed as unliquidated in the Schedules or (b) for which a Proof of Claim has been Filed with the Bankruptcy Court but was not Filed in a sum certain, and which Claim has not been estimated, fixed or liquidated by the Bankruptcy Court at a sum certain as of the Effective Date.

82. “Unsecured Claim” means any Claim against the Debtor or Estate that is not a Secured Claim, Administrative Claim, Priority Tax Claim, or a Priority Claim.
83. “U.S. Trustee” means the Office of the United States Trustee for the District of Delaware.
84. “Voting Instructions” means the instructions for voting on the Plan contained in Article 1 of the Disclosure Statement and in the Ballots.
85. “Voting Record Date” means the date as of which the identity of Holders of Claims and Interests is set for purposes of determining the Entities entitled to receive and vote on the Plan. Pursuant to Bankruptcy Rules 3017(d) and 3018(a), this date is the date of entry of the Bankruptcy Court’s order approving the Disclosure Statement or such other date as the Bankruptcy Court may set.
86. “Westernbank” means Westernbank Puerto Rico.
87. “Westernbank Deficiency Claim” shall have the meaning given to such term in § 3.B.2 of this Plan.
88. “Westernbank Secured Claim” shall have the meaning given to such term in § 3.B.2 of this Plan.

ARTICLE 2

ADMINISTRATIVE CLAIMS, PROFESSIONAL FEES AND PRIORITY TAX CLAIMS

A. Introduction

Certain types of Claims are not placed into voting Classes; instead they are unclassified. They are not considered Impaired and they do not vote on the Plan because they are automatically entitled to the specific treatment provided for them in the Bankruptcy Code. As such, the Trustee has not placed the following Claims in a Class:

B. Administrative Claims

Each Holder of an Allowed Administrative Claim, shall receive Cash equal to the Allowed amount of such Claim, unless such Holder shall have agreed to different treatment of such Claim, at the sole option of the Trustee or the Liquidating Trustee: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the Holders of such Claims and the Trustee or the Liquidating Trustee; (c) with respect to Administrative Claims representing obligations incurred in the ordinary course of the Debtor’s business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtor’s business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), at all appropriate times until the entry of a Final Decree or an order converting or dismissing the case.

Holders of Administrative Claims, including, without limitation, Professionals, requesting compensation or reimbursement of such expenses pursuant to Sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code that do not file such requests by the deadline provided under the applicable Administrative Claims Bar Date Order shall be forever barred from asserting such claims against the Debtor, its Estate, the Trustee, the Liquidating Trustee or the successors, assigns, or property of any of them. Any objection to Professional Fee

Claims shall be filed on or before the objection deadline specified in the application for final compensation or order of the Bankruptcy Court; provided that such objection deadline is at least twenty (20) days after the filing and service of such final fee application.

Notwithstanding any provision in the Plan regarding payment of Administrative Claims to the contrary, and without waiver of any argument available that such Claim is already time-barred by prior orders of the Bankruptcy Court, all Administrative Claims that are required to be Filed and are not Filed by the applicable Administrative Claim Bar Date shall be treated as Disallowed Claims and discharged. Without limiting the foregoing, all fees payable under 28 U.S.C. § 1930 that have not been paid, shall be paid on or before the Effective Date.

C. Professional Fee Claims

Unless a different treatment is agreed upon by the Trustee or the Liquidating Trustee and the applicable Professionals, the Debtor shall pay Professionals in Cash all of their respective accrued and Allowed fees and reimbursement of expenses arising prior to the Effective Date, provided, that prior to any such payment such Professional Fee Claims shall have been approved by the Bankruptcy Court. For all such pre-Effective Date Professional Fee Claims, except Bankruptcy Court fees, the fees and expenses of the Claims Agent, and U.S. Trustee's fees, the Professional in question must file and serve a properly noticed final fee application and the Bankruptcy Court must rule on the application. Only the amount of fees and expenses Allowed by the Bankruptcy Court will be owed and required to be paid under the Plan.

The Liquidating Trustee may retain and compensate professionals for services rendered following the Effective Date without order of the Bankruptcy Court.

Professionals requesting compensation or reimbursement of expenses pursuant to Sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered prior to the Effective Date must File and serve pursuant to the notice provisions of the Interim Fee Order, an application for final allowance of compensation and reimbursement of expenses no later than sixty (60) days after the Effective Date. All such applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Bankruptcy Court.

D. Priority Tax Claims

At the sole option of the Trustee or the Liquidating Trustee, each Holder of an Allowed Priority Tax Claim shall receive one of the following two treatments, unless otherwise agreed by such Holder and the Trustee or the Liquidating Trustee: (i) payment in full of the Allowed Priority Tax Claim without interest from the Petition Date, on the later to occur of (A) the Effective Date, or as soon as practicable thereafter, or (B) the date on which such Claim shall have become an Allowed Claim, or as soon as practicable thereafter; or (ii) deferred cash payments to the extent permitted by Section 1129(a)(9) of the Bankruptcy Code with interest on the unpaid portion of such Claim at the rate of five percent (5%) per annum, or such other rate as may be determined by the Bankruptcy Court or agreed upon by the Trustee or the Liquidating Trustee and such holder; *provided that*, in the event the Trustee or the Liquidating Trustee chooses payment option (ii), the Debtor may prepay any such Claims at any time without premium or penalty.

ARTICLE 3

**CLASSIFICATION AND TREATMENT OF
CLASSIFIED CLAIMS AND EQUITY INTERESTS**

A. Summary

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including voting, Confirmation and distribution pursuant to the Plan and pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest, qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

B. Classification and Treatment of Claims against the Debtor

The classification of Claims and Equity Interests against and in the Debtor pursuant to the Plan, is as follows:

Class	Status	Voting Rights
Class 1 – Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2 – Westernbank Secured Claim	Impaired	Entitled to Vote
Class 3 – Other Secured Claims (if any)	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 4 – Unsecured Claims	Impaired	Entitled to Vote
Class 5 – Unsecured Claim (Westernbank Deficiency Claim)	Impaired	Entitled to Vote
Class 6 – Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

1. Class 1 – Other Priority Claims

a. Classification: Class 1 consists of the Other Priority Claims against the Debtor.

b. Treatment: The Debtor shall pay the Allowed amount of each Class 1 Priority Claim to each Entity holding a Class 1 Priority Claim as soon as practicable following the later of (a) the Effective Date, or (b) the date such Class 1 Priority Claim becomes an Allowed Claim (or as otherwise permitted by law). The Debtor shall pay each Entity holding a Class 1 Priority Claim in Cash in full in respect of such Allowed Claim without interest from the Petition Date; provided, however, that such Entity may be treated on such less favorable terms as may be agreed to in writing by such Entity.

c. Voting: Class 1 is Unimpaired and Holders of Class 1 Claims are deemed to have accepted, and are not entitled to vote on the Plan.

Class 2 – Westernbank Secured Claim

2. Class 2 consists of the Westernbank Secured Claim.

a. Treatment: The Westernbank Secured Claim shall be deemed an Allowed Claim as of the Effective Date and remain secured by substantially all of the Debtor’s assets to the same extent and

validity as existed prior to the Effective Date pursuant to the Westernbank Loan Agreement, and includes all of claims of Westernbank (including without limitation for interest and fees) with respect to the Westernbank postpetition financing approved by the Bankruptcy Court on a final basis on September 7, 2007 (Docket No. 179 in case no. 07-10887), as extended by several subsequent orders of the Bankruptcy Court (the “Westernbank Postpetition Financing”), *provided however*, that satisfaction and repayment of the Westernbank Secured Claim by the Trustee will be made by payment to Westernbank of (a) the sum of the Effective Date Cash and the net proceeds from any sale of the Manati Real Property or, if any such sale has not closed on the Effective Date, the transfer by the Trustee to Westernbank on the Effective Date of the Manati Real Property, minus (b) the Plan Funding Cash Contribution. The balance of Westernbank’s Allowed Claim (the “Westernbank Deficiency Claim”) shall constitute and be classified as a Class 5 Unsecured Claim. If the Manati Real Property has not been sold by the Trustee by the Effective Date, then the Trustee on the Effective Date will convey the Manati Real Property to Westernbank by quitclaim trustee’s deed. For the avoidance of doubt, the distribution to the holder of the Westernbank Secured Claim shall be made by the Trustee, not the Liquidation Trustee, and in no event shall the assets to be distributed to the holder of the Westernbank Secured Claim under this Plan be transferred to the Liquidating Trust.

b. Voting: Class 2 is an Impaired Class and the Holder of the Westernbank Secured Claim is entitled to vote on the Plan.

3. Class 3 – Other Secured Claims

a. Classification: Class consists of the Claims of any Creditor secured by a Lien against property of the Debtor, other than the Westernbank Secured Claim.

b. Treatment: The Trustee does not believe that there are any Class 3 Claims. All Class 3 Claims, if any, are Disputed Claims. At the sole option of the Trustee or the Liquidating Trustee, each Holder of an Allowed Class 3 Other Secured Claim, if any, shall receive one of the following treatments: (i) the holder of such Claim shall retain its Lien on its collateral until such collateral is sold, and the proceeds of such sale, less costs and expenses of disposing of such collateral, and after satisfaction in full of the Westernbank Secured Claim, shall be paid to such holder in full satisfaction, release, and discharge of such Allowed Secured Claim; (ii) on or as soon as practicable after the later of (a) the Effective Date, or (b) the date upon which the Bankruptcy Court enters a Final Order determining or allowing such Claim, or as otherwise agreed between the holder of such Claim and the Liquidating Trustee, the holder of such Secured Claim will receive a Cash payment equal to the amount of its Allowed Secured Claim in full satisfaction, release, and discharge of such Secured Claim; or (iii) the collateral securing the Creditor’s Secured Claim shall be abandoned to such Creditor, in full satisfaction, release, and discharge of such Secured Claim.

c. Voting: Class 3 is Unimpaired and Holders of Class 3 Claims, if any, are deemed to have accepted, and are not entitled to vote on, the Plan.

4. Class 4 – Unsecured Claims

a. Classification: Class 4 consists of the Claims of Holders of Unsecured Claims excluding the Westernbank Deficiency Claim.

b. Treatment: Each Holder of an Allowed Class 4 Unsecured Claim shall receive in full satisfaction, release, and discharge of its Allowed Claim its Pro Rata share of forty percent (40%) of any Net Litigation Recoveries recovered by the Liquidating Trustee pursuant to the terms of this Plan at such times after the Effective Date as deemed appropriate by the Liquidating Trustee in his reasonable discretion.

c. Voting: Class 4 is an Impaired Class and Holders of Class 4 Claims are entitled to vote to accept or reject the Plan.

5. Class 5 – Unsecured Claim (Westernbank Deficiency Claim)

a. Classification: Class 5 consists of the Holder of a Westernbank Deficiency Claim.

b. Treatment: this Holder of the attached Class 5 Unsecured Claim (the Westernbank Deficiency Claim) shall receive in full satisfaction, release, and discharge of its Allowed Claim its Pro Rata share of sixty percent (60%) of any Net Litigation Recoveries recovered by the Liquidating Trustee pursuant to the terms of this Plan as additional distributions at such times after the Effective Date as deemed appropriate by the Liquidating Trustee in his reasonable discretion.

c. Voting: Class 5 is an Impaired Class and the Holder of the Class 5 Claim is entitled to vote to accept or reject the Plan.

6. Class 6 – Equity Interests

a. Classification: Class 6 consists of Equity Interests in the Debtor.

b. Treatment: All Equity Interests will be cancelled and will receive no distribution.

c. Voting: Equity Interests are impaired. Because Holders of Equity Interests will neither receive nor retain any distributions or property, such Holders are deemed to reject the Plan and are therefore not entitled to vote on the Plan.

ARTICLE 4

ACCEPTANCE OR REJECTION OF THE PLAN

A. Voting Classes

Each Holder of a Claim which Claim is (i) not the subject of a pending objection or (ii) for which no Proof of Claim was filed in the Bankruptcy Court, but was listed on the Schedules as not contingent, not unliquidated and not disputed, and (iii) and is a member of Class 2, 4 or 5 is entitled to vote either to accept or reject the Plan. Only those votes cast by Holders of Allowed Claims in these classes shall be counted in determining whether acceptances have been received sufficient in number and amount to obtain Confirmation.

B. Acceptance by Impaired Classes

An Impaired Class of Claims shall have accepted the Plan if (a) the Holders (other than any Holders designated under Section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (b) the Holders (other than any Holders designated under Section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

C. How to Vote

A form of Ballot is being provided to Creditors in Classes 2, 4 and 5 and by which members of such Classes may vote their acceptance or rejection of the Plan. To vote on the Plan, please complete the Ballot, as indicated thereon, (1) by indicating that (a) you accept the Plan or (b) reject the Plan and (2) by signing your name and mailing the Ballot in the envelope provided for this purpose. The Claims Agent will count the Ballots.

IN ORDER TO BE COUNTED, BALLOTS MUST BE COMPLETED, SIGNED AND RECEIVED NO LATER THAN 4:00 P.M. PREVAILING EASTERN TIME, ON FEBRUARY 26, 2010 AT THE FOLLOWING ADDRESS:

If by standard mail (including U.S. Express Mail) overnight courier or hand delivery:

**Inyx USA, Ltd.
Delaware Claims Agency, Inc. - Ballot Processing
230 North Market Street
P.O. Box 515
Wilmington, DE 19801
Attention: Joseph L. King**

DO NOT SEND YOUR BALLOT VIA FACSIMILE OR E-MAIL.

IF YOUR BALLOT IS NOT PROPERLY COMPLETED, SIGNED AND RECEIVED AS DESCRIBED, IT WILL NOT BE COUNTED. IF YOUR BALLOT IS DAMAGED OR LOST, YOU MAY REQUEST A REPLACEMENT BY ADDRESSING A WRITTEN REQUEST TO THE ADDRESS SHOWN ABOVE. FACSIMILE OR ELECTRONICALLY SUBMITTED BALLOTS WILL NOT BE COUNTED.

ARTICLE 5

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Available Cash

On or as soon as practical following the Effective Date, the Plan Funding Cash Contribution will be deposited by the Liquidating Trustee in a federally insured post-Effective Date bank account.

B. Handling of Plan Assets and Collection of Plan Proceeds

On the Effective Date, the Plan Assets shall vest in the Liquidating Trustee, free and clear of all Claims and Liens other than those Liens, provided however that (i) Plan Assets shall be held by the Liquidating Trust and shall be distributed only in accordance with this Plan, and (ii) all Plan Assets shall constitute property of the Liquidating Trust, under the control of the Liquidating Trustee, free and clear of the Claims of any Creditors and Liens.

C. Distribution on Account of the Westernbank Secured Claim

On the Effective Date, or as soon as practicable thereafter, the Trustee will pay the holder of the Westernbank Secured Claim, solely on account of the Westernbank Secured Claim, all Effective Date Cash other than the Plan Funding Cash Contribution, and shall transfer either (i) the net proceeds from the sale of the Manati

Real Property, or (ii) title to the Manati Real Property, which transfer shall be made by quitclaim trustee's deed. In no event shall the property to be distributed to the holder of the Westernbank Secured Claim be transferred to the Liquidating Trust.

D. Litigation

All Litigation shall be preserved pursuant to section 1123(b) of the Bankruptcy Code.

E. Payment of Plan Expenses

In accordance with the terms of this Plan, all Plan Expenses may be paid by the Liquidating Trustee without further notice to Creditors or approval of the Bankruptcy Court. Plan Expenses allocable to the satisfaction of Allowed Administrative Claims, Priority Tax Claims, Class 1 - Other Priority Claims, or Class 3 - Other Secured Claims pursuant to this Plan shall be paid exclusively from the Plan Funding Cash Contribution. Plan Expenses in excess of the amounts funded by the Plan Funding Cash Contribution shall be paid from the Litigation Recoveries.

F. Post-Confirmation Operations of the Debtor

The Liquidating Trustee shall serve as the trustee of the Liquidating Trust and disbursing agent following confirmation of this Plan.

G. Full and Final Satisfaction

Commencing upon the Effective Date, the Liquidating Trustee shall be authorized and directed to distribute the amounts required under the Plan to the Holders of Allowed Claims according to the provisions of the Plan, *provided, however*, that the distribution to the holder of the Westernbank Secured Claim shall be made on the Effective Date, or as soon as practicable thereafter, by the Trustee, not the Liquidating Trustee. Upon the Effective Date, all Debts of the Debtor shall be deemed fixed and adjusted pursuant to this Plan and the Debtor shall have no further liability on account of any Claims or Interests except as set forth in this Plan. All payments and all distributions made by the Trustee or the Liquidating Trustee, as the case may be, under and in accordance with the Plan shall be in full and final satisfaction, settlement, release, and discharge of all Claims.

H. Distribution Procedures

Except as otherwise agreed by the Holder of a particular Claim, or as provided in this Plan, all amounts to be paid by the Liquidating Trustee under the Plan shall be distributed in such amounts and at such times as is reasonably prudent as determined by the Liquidating Trustee. On the Effective Date, or as soon as practicable thereafter, the Liquidating Trustee shall pay, in full satisfaction of their respective claims, the Holders of (i) Allowed Administrative Claims, (ii) Allowed Priority Tax Claims, and (iii) Allowed Class 1 – Other Priority Claims Cash in the full amount of their Claims.

The Liquidating Trustee shall make the Cash payments to the Holders of Allowed Claims: (a) in U.S. dollars by check, draft or warrant, drawn on a domestic bank selected by the Liquidating Trustee Agent in its sole discretion, or by wire transfer from a domestic bank, at the Liquidating Trustee's option, and (b) by first-class mail (or by other equivalent or superior means as determined by the Liquidating Trustee).

I. The Liquidating Trustee

The Liquidating Trustee may employ or contract with other entities to perform the obligations created under the Plan and the Liquidating Trust Agreement. Any third party shall receive reasonable compensation for services rendered and reimbursement for expenses incurred in connection with this Plan or any functions or responsibilities adopted under the Plan and which amounts shall constitute as Plan Expenses. The Liquidating Trustee shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan, (ii) make all distributions contemplated hereby, (iii) employ professionals to represent the Liquidating Trust with respect to the Liquidating Trustee's responsibilities, and (iv) exercise such other powers as may be vested in the Liquidating Trustee by order of the Bankruptcy Court, pursuant to the Plan or the Liquidating Trust Agreement, or as deemed by the Liquidating Trustee to be necessary and proper to implement the provisions hereof.

J. Resolution of Disputed Claims

The Liquidating Trustee may object to any Claims at any time until the 60th day following the Effective Date. The Liquidating Trustee shall be authorized to settle, or withdraw any objections to, any Disputed Claim following the Confirmation Date without further notice to Creditors or authorization of the Bankruptcy Court, in which event such Claim shall be deemed to be an Allowed Claim in the amount compromised for purposes of this Plan. Under no circumstances will any distributions be made on account of Disallowed Claims.

K. Allocation of Distributions

Distributions to any Holder of an Allowed Claim shall be allocated first to the principal amount of any such Allowed Claim, as determined for federal income tax purposes, and then, to the extent the consideration exceeds such amount, to the remainder of such Claim comprising interest, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim).

L. Reports to Creditors

On at least a calendar-quarter basis, on or before the first business day of such quarter, the Liquidating Trustee shall provide to a designee of Westernbank and a designee of the Committee a written report of the activities of the Liquidating Trust, which report shall provide (a) a status report of the Litigation claims being pursued by the Liquidating Trust, including a description of any recoveries on account of such Litigation claims, (b) a description of all expenses incurred by the Liquidating Trust, which shall be presented on a quarterly and cumulative basis, and, if requested by either recipient of the report, copies of bills relating to such expenses, (c) a description of cash on hand in the Liquidating Trust, and (d) a status report on the resolution of any claims objections. The first such quarterly report shall be due on the date that is the first business day of the calendar quarter after the Effective Date. The Committee and Westernbank shall designate the recipients of the report on or before the Effective Date.

M. Rounding

Whenever any payment of a fraction of a cent would otherwise be called for, the actual distribution shall reflect a rounding of such fraction down to the nearest cent.

N. Disputed Payments

In the event of any dispute between and among Creditors as to the right of any Entity to receive or retain any payment or distribution to be made to such Entity under the Plan, the Liquidating Trustee may, in lieu of making such payment or distribution to such Entity, instead hold such payment or distribution until the disposition thereof shall be determined by the Bankruptcy Court.

O. Unclaimed Property

Any entity which fails to claim any Cash within 120 days from the date upon which a distribution is first made to such entity shall forfeit all rights to any distribution under the Plan, including forfeiture of any right to receive any subsequent distribution under the Plan. Entities which fail to claim Cash shall forfeit their rights thereto and shall have no claim whatsoever against the Debtor, or the Trustee, the Liquidating Trustee, or any Holder of an Allowed Claim to whom distributions are made by the Liquidating Trustee, or the property of any of them. The Trustee shall distribute such property to the holders of other Allowed Claims in accordance with this Plan, or, if the cost of distribution would be material in relation to the amount to be distributed, may donate such property to a charitable organization selected by the Trustee.

P. Setoffs

Nothing contained in this Plan shall constitute a waiver or release by the Debtor, the Trustee and/or Liquidating Trustee of any right of setoff or recoupment the Debtor, the Trustee and/or the Liquidating Trustee may have against any Creditor or Equity Interest Holder.

Q. Withholding Taxes

Pursuant to section 346(f) of the Bankruptcy Code, the Liquidating Trustee shall be entitled to deduct any federal, state or local withholding taxes from any Cash payments made with respect to Allowed Claims, as appropriate.

R. United States Trustee Fees.

All outstanding amounts due under 28 U.S.C. § 1930 that have not been paid shall be paid by the Trustee on or before the Effective Date. Thereafter, the Liquidating Trustee on behalf of the Debtor shall pay any statutory fees due pursuant to 28 U.S.C. § 1930(a)(6) and such fees shall be paid until entry of a Final Decree or an order converting or dismissing this Chapter 11 Case.

ARTICLE 6

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption Or Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, each executory contract and unexpired lease entered into by Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms, including but not limited to those set forth on Schedule 1 to the Plan (which may be filed with the Plan Supplement), shall be deemed rejected pursuant to Section 365 of the Bankruptcy Code, except with respect to executory contracts or unexpired leases that: (i) were previously assumed or rejected by prior orders of the Bankruptcy Court, or (ii) are subject to a pending motion to assume or reject, pursuant to section 365 of the Bankruptcy Code, on the Confirmation Date.

Nothing in this Article 6 shall be construed as an acknowledgement that a particular contract or agreement is executory or is properly characterized as a lease or an executory contract, as the case may be. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections (or such assumptions, as the case may be) pursuant to Section 365 of the Bankruptcy Code, as of the Effective Date. The non-Debtor parties to any rejected personal property leases shall be responsible for taking all steps necessary to retrieve the personal property that is the subject of such executory contracts and leases.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

All Proofs of Claim with respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to Confirmation of the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the earlier of the date of the Effective Date or entry of an order of the Bankruptcy Court approving such rejection. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to Confirmation of the Plan that is not Filed within such times will be forever barred from assertion against Debtor, the Estate, the Trustee, the Liquidating Trustee or the property of any of them. All such Claims for which Proofs of Claim are timely and properly Filed and ultimately Allowed will be treated as Class 4 Unsecured Claims subject to the provisions of Article 3 hereof. Notwithstanding the foregoing, nothing in this Plan shall be deemed to extend or otherwise affect any bar date or deadline ordered by the Court with respect to the filing of any Claims for rejection damages for executory contracts and unexpired leases previously rejected by the Debtor.

ARTICLE 7

**CONDITIONS PRECEDENT TO CONFIRMATION
OF THE PLAN AND TO THE EFFECTIVE DATE**

A. Conditions to Confirmation of the Plan

Confirmation of this Plan is conditioned upon the Court entering the Confirmation Order, in form and substance reasonably acceptable to the Trustee approving the Plan in substantially the form filed. If the Court does not enter the Confirmation Order, then the Trustee, at his option, may withdraw this Plan and, if withdrawn, this Plan shall be of no further force or effect. Provided no stay of the Confirmation Order is then in effect, this Plan shall become effective on the Effective Date.

B. Conditions to the Effectiveness of the Plan

Unless otherwise waived by the Trustee, the effectiveness of this Plan is conditioned on (i) there being sufficient Cash in the estate to make the Plan Funding Cash Contribution in an amount sufficient to pay all Administrative Claims, Professional Fee Claims, and Priority Tax Claims, and any cash payments to Class 3 – Other Security Claims, (ii) entry of a Confirmation Order in form and substance reasonably acceptable to the Trustee and Westernbank, and (iii) the execution and delivery of all documents and instruments called for under this Plan in form and substance reasonably acceptable to the Trustee and Westernbank. The determination of whether these conditions to the effectiveness of the Plan have been satisfied shall be made exclusively by the Trustee.

Further conditions to the effectiveness of the Plan shall be entry of a Confirmation Order and the execution and delivery of all related documents and instruments in form and substance reasonably satisfactory to the Trustee.

C. Effective Date

Provided no stay of the Confirmation Order is then in effect and all of the conditions to the effectiveness of the Plan in this Article 7 have been met or waived, this Plan shall become effective on the Effective Date.

ARTICLE 8

EFFECT OF CONFIRMATION

A. Binding Effect of Plan

The provisions of the confirmed Plan shall be binding on and inure to the benefit of the Debtor, all present and former Holders of Claims against and Equity Interests in the Debtor, whether or not such Holders will receive or retain any property or interest in property under the Plan, their respective successors and assigns, and all other parties in interest in the Chapter 11 Cases, to the maximum extent permitted by applicable law, whether or not such Creditor or Equity Interest Holder has filed a **PROOF** of Claim or Interest in this Chapter 11 Case, whether or not the Claim of such Creditor or the Interest of such Equity Interest Holder is Impaired under the Plan, and whether or not such Creditor or Equity Interest Holder has accepted or rejected the Plan. All Claims and Debts shall be as fixed and adjusted pursuant to this Plan. Pursuant to Section 3.B.2.b of this Plan, with respect to any Taxes of the kind specified in Bankruptcy Code section 1146, this Plan shall also bind any taxing authority, recorder of deeds or similar official for any county, state, or Governmental Unit or parish in which any instrument related to this Plan or related to any transaction contemplated under this Plan is to be recorded.

B. Limitation of Liability

The Trustee and his present and former agents, advisors, accountants, attorneys and representatives, and each of his and their respective present and former officers, directors, managers, employees, agents, advisors, accountants, attorneys and representatives, will neither have nor incur any liability to any entity for any action taken in good faith or omitted in good faith to be taken in connection with or related to this Chapter 11 Case or the formulation, preparation, dissemination, solicitation, implementation, Confirmation or consummation of this Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan or incident to this Chapter 11 Case; provided, however, that this limitation will not affect or modify the obligations created under this Plan, or the rights of any Holder of an Allowed Claim to enforce its rights under the Plan.

C. Releases

As part of the Plan, the releases set forth below shall be granted pursuant to this Plan and the Confirmation Order:

a. Trustee and Committee Releases

On the Effective Date (i) the Trustee, the Debtor, the Committee, and his and their estates, and their respective officers, directors, managers, employees, agents, advisors, accountants, attorneys and representatives, and the Estate, shall be deemed to have released and discharged Westernbank, and any of its affiliates and present and former officers, directors, managers, shareholders, agents, representatives, consultants, advisors, accountants, counsel, and employees, from any and all claims, causes of action, demands, losses, whether known or unknown, in law or equity, against any of them, based in whole or in part upon any act or omission arising

from or in connection with or in any way relating to the Debtor; and (ii) the Trustee, the Debtor, the Estate and all creditors, and his and their respective officers and directors, shareholders, agents, representatives, consultants, counsel and employees, shall be deemed to have released and discharged the Committee and each Committee member (solely in such capacity) from any and all claims, causes of action, demands, losses, whether known or unknown, in law or equity, against each other based in whole or in part upon any act or omission arising from or in connection with or in any way to the Debtor.

b. Other Releases

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, to the maximum extent permitted by applicable law, each Holder of a Claim that affirmatively voted in favor of the Plan, shall have agreed to forever release, waive and discharge the Released Parties of and from all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever in connection with or related to the Debtor this Chapter 11 Case, or the Plan whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transition, event or other occurrence taking place on or prior to the Effective Date in connection with the Chapter 11 Cases, or the formulation, preparation, dissemination, solicitation, implementation, Confirmation or Consummation of the Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan or incident to this Chapter 11 case; provided, however, that the foregoing shall not operate as a waiver or release from any causes of action arising out of the willful misconduct or gross negligence of such present or former director, officer, employee, agent, attorneys or professional of the Trustee or the Committee or its members, agents, advisors or attorneys, as determined by Final Order of a court of competent jurisdiction.

D. Injunction

Except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Equity Interests in the Debtor or the Estate that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against any of the Released Parties, the Estate, any property of the Debtor the Liquidating Trustee, or the Plan Assets with respect to any such Claim or Equity Interest; (b) the enforcement, attachment, collection or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Released Parties, the Estate, any property of the Debtor, the Liquidating Trustee, or the Plan Assets with respect to any such Claim or Equity Interest; (c) creating, perfecting or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Released Parties, the Estate any property of the Debtor, the Liquidating Trustee, or the Plan Assets with respect to any such Claim or Equity Interest; (d) asserting, directly or indirectly, any setoff, right of subrogation, or recoupment of any kind against any obligation due the Debtor, the Estate, or any property of the Debtor, with respect to any such Claim or Equity Interest; and (e) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Equity Interest. Nothing contained in this section shall prohibit the Holder of a

timely-filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of this Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtor under this Plan. Any person or Entity injured by any willful violation of such injunction may recover actual damages, including costs and attorneys' fees from the willful violator. In accordance with the foregoing, except as provided in this Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge of all such Claims and Equity Interests and other debts and liabilities against the Debtor and/or the Estate, pursuant to section 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor at any time, to the extent such judgment relates to a discharged Claim or terminated Equity Interest.

E. Post-Confirmation Liability of the Trustee and the Liquidating Trustee

The Trustee and the Liquidating Trustee and each of his respective consultants, agents, advisors, attorneys, accountants, financial advisors, other representatives and the professionals shall not be liable for any liability, loss, damage, claim, cause of action, cost and expense, including but not limited to attorneys' fees, arising out of or due to their actions or omissions, or consequences of such actions or omissions, to the Holders of Claims or Equity Interests for any action or inaction taken in good faith in connection with the performance or discharge of his or her duties under this Plan, except that the Liquidating Trustee and his consultants, agents, advisors, attorneys, accountants, financial advisors, other representatives and the professionals may be liable for actions or inactions that are grossly negligent or which constitute willful misconduct. Any act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence or willful misconduct.

ARTICLE 9

RETENTION OF JURISDICTION

From and after the Confirmation Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, but not limited to, for the following purposes:

1. To hear and determine any and all objections to the allowance of a Claim, actions to equitably subordinate a Claim, or any controversy as to the classification of a Claim in a particular Class under the Plan;
2. To adjudicate any disputes or issues in connection with the administration of the Plan;
3. To liquidate any Disputed Claims;
4. To hear and determine any and all adversary proceedings, contested matters or applications pending on the Effective Date;
5. To hear and determine any and all motions and/or objections to fix and allow any Claims arising therefrom;
6. To hear and determine any and all applications by Professionals for an award of Professional Fees;
7. To enable the Liquidating Trustee to commence and prosecute any Litigation which may be brought after the Effective Date;

8. To interpret and/or enforce the provisions of the Plan and the injunction provided for in the Plan and to determine any and all disputes arising under or regarding interpretation of the Plan or any agreement, document or instrument contemplated by the Plan;

9. To enter and implement such orders as may be appropriate in the event Confirmation is for any reason stayed, reversed, revoked, modified or vacated;

10. To modify any provision of the Plan to the extent permitted by the Bankruptcy Code and to correct any defect, cure any omission, or reconcile any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

11. To enter such orders as may be necessary or appropriate in furtherance of Confirmation and the successful implementation of the Plan and to determine such other matters as may be provided for in the Confirmation Order or as may be authorized under the provisions of the Bankruptcy Code; and

12. To close this Chapter 11 Case when administration of the cases has been completed.

ARTICLE 10

MISCELLANEOUS

A. Revocation of Plan

The Trustee reserves the right to revoke and withdraw the Plan at any time on or before the Confirmation Date. If the Trustee revokes or withdraws the Plan pursuant to this section, or if Confirmation or the Effective Date does not occur, then the Plan shall be deemed null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other entity or to prejudice in any manner the rights of the Debtor or any entity in any further proceedings involving the Debtor.

B. Severability of Plan Provisions

In the event that, prior to the Confirmation Date, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, to the extent permitted by applicable law and upon request of the Trustee, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision hereof, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

C. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is governing, the rights, duties and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

D. Cram Down

Section 1129(b) allows for Confirmation of the Plan if it does not unfairly discriminate and is fair and equitable with respect to each Class of Claims or Equity Interests that is Impaired under and has not accepted the Plan. To the extent required, the Trustee seeks Confirmation of the Plan pursuant to 1129(b) of the Bankruptcy Code on the basis that the Plan is fair and equitable and does not discriminate unfairly as to the holders any Claims or Equity Interests.

E. Exhibits and Plan Supplement

All exhibits attached to this Plan, any Plan Supplement, or the Disclosure Statement are, by this reference, hereby incorporated into the Plan. The final version of any Exhibits to the Plan, and the Disclosure Statement will be substantially in the forms attached hereto or thereto. Any Plan Supplement will be filed with the Bankruptcy Court no later than ten (10) days prior to the commencement of the Confirmation Hearing. The Trustee reserves the right to make nonsubstantive changes and corrections to such Exhibits in advance of the Confirmation Hearing. If any Exhibits are changed or corrected, the replacement Exhibits will be filed with the Bankruptcy Court prior to the commencement of the Confirmation Hearing.

F. Notices

All notices required or permitted to be made in accordance with the Plan shall be in writing and shall be delivered personally or by nationally recognized overnight or next-day courier service, first class mail or via facsimile with electronic confirmation of receipt as follows:

Stephen S. Gray,
Chapter 11 Trustee of
Inyx USA, Ltd.
c/o Todd Michalik
CRG Partners Group, LLC
2 Atlantic Avenue, 4th Floor
Boston, MA 02110

Counsel for the Trustee
Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Attention: Bruce Grohsgal

Counsel to Westernbank
Harvey R. Miller
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

G. Reservation of Rights

Neither the filing of the Plan nor any statement or provision contained in the Plan or in the Disclosure Statement, nor the taking by any party in interest of any action with respect to the Plan, shall (a) be or be deemed to be an admission against interest, and (b) until the Effective Date, be or be deemed to be a waiver of any rights any party in interest may have

(i) against any other party in interest, or (ii) in any of the assets of any other party in interest, and, until the Effective Date, all such rights are specifically reserved. In the event that the Plan is not confirmed or fails to become effective, neither the Plan nor the Disclosure Statement nor any statement contained in the Plan or in the Disclosure Statement may be used or relied upon in any manner in any suit, action, proceeding or controversy within or without this Chapter 11 Case involving the Debtor, except with respect to Confirmation of the Plan.

H. Computation of Time Periods

In computing any period of time prescribed or allowed by the Plan, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, a Sunday, or a legal holiday, or, when the act to be done is the filing of a paper in the Bankruptcy Court, a day on which weather or other conditions have made the clerk's office inaccessible, in which event the period runs until the end of the next day which is not one of the aforementioned days.

I. Defects, Omissions and Amendments

The Trustee and/or the Liquidating Trustee, with the approval of the Bankruptcy Court and without notice to all Holders of Claims or Interests, insofar as it does not materially and adversely affect Holders of Claims, may correct any defect, omission or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable to expedite the execution of the Plan. The Plan may be altered or amended before or after Confirmation as provided in section 1127 of the Bankruptcy Code if, in the opinion of the Bankruptcy Court, the modification does not materially and adversely affect the interests of Holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code and the Debtor has complied with section 1125 of the Bankruptcy Code. The Plan may be altered or amended before or after the Confirmation Date but, prior to substantial consummation, in a manner which, in the opinion of the Bankruptcy Court, materially and adversely affects Holders of Claims, so long as the Plan, as modified, complies with Bankruptcy Code sections 1122 and 1123, the Debtor has complied with Bankruptcy Code section 1125 and, after notice and a hearing, the Bankruptcy Court confirms such Plan, as modified, under Bankruptcy Code section 1129.

J. Filing of Additional Documents

The Trustee and/or the Liquidating Trustee shall file with the Bankruptcy Court such agreements or other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

K. Successors and Assigns

The rights, benefits and obligations of any entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such entity.

L. Tax Exemption

Pursuant to Bankruptcy Code section 1146(a), the issuance, transfer or exchange of any security under this Plan, or the execution, delivery or recording of an instrument of transfer pursuant to, in implementation of or as contemplated by this Plan, including, without limitation, any transfers to or by the Trustee and/or the Liquidating Trustee of the Debtor's property in implementation of or as contemplated by this Plan, shall not be taxed

under any state or local law imposing a stamp tax, transfer tax or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit or parish in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

M. Securities Exemption

Any rights issued under, pursuant to or in effecting this Plan, and the offering and issuance thereof by any party, including without limitation, the Trustee and the Liquidating Trustee, shall be exempt from section 5 of the Securities Act of 1933, if applicable, and from any state or federal securities laws requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security, and shall otherwise enjoy all exemptions available for distributions of securities under a plan of reorganization in accordance with all applicable law, including without limitation, section 1145 of the Bankruptcy Code.

N. Plan Interest Rate

If and to the extent it is determined by the Bankruptcy Court that interest is required to be paid on an Allowed Claim other than as set forth in this Plan, the interest rate to be used shall be the Plan Interest Rate as determined by the Bankruptcy Court for such Claim.

O. Implementation

Upon Confirmation, the Liquidating Trustee shall be authorized to take all steps and execute all documents necessary to effectuate the provisions contained in the Plan.

P. Record Date

To the extent a record date is required for implementation of this Plan, except as otherwise specifically provided herein, the record date shall be the voting record date established by the Bankruptcy Court in the order approving the Disclosure Statement or such other date as the Bankruptcy Court may set.

Q. Dissolution of Committee

Upon the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have any role arising from or relating to this Chapter 11 Case, except to receive the quarterly reports from the Liquidating Trustee. The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered or expenses incurred after the date on which the Committee is dissolved, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on the Effective Date or filed and served after the Effective Date pursuant to Section 2(C) of this Plan.

R. Waiver of Ten (10) Day Stay

The Trustee requests as part of the Confirmation Order a waiver from the Bankruptcy Court of the ten (10) day stay of Bankruptcy Rule 3020(e) and, to the extent applicable, a waiver of the ten (10) day stay of Bankruptcy Rule 6004(g).

Dated: January 26, 2010

Respectfully submitted,

/s/ Stephen S. Gray

Stephen S. Gray
Chapter 11 Trustee

Submitted by:

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Bruce Grohsgal

Laura Davis Jones (Bar No. 2436)
Bruce Grohsgal (Bar No. 3583)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: ljones@pszjlaw.com
bgrohsgal@pszjlaw.com

Counsel for the Chapter 11 Trustee