

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:	)	)	Chapter 11
	)	)	
ORLEANS HOMEBUILDERS, INC., <u>et al.</u> , <sup>1</sup>	)	)	Bankr. Case No. 10-10684 (PJW)
	)	)	
Debtors.	)	)	Jointly Administered
	)	)	
	)	)	<b>Re: D.I. 9, 46</b>

**FINAL ORDER AUTHORIZING, BUT NOT  
DIRECTING, THE DEBTORS TO HONOR AND TO MAINTAIN (A) THE  
MORTGAGE PLUS PROGRAM AND (B) THE HOME WARRANTY PROGRAMS**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number, are: Orleans Homebuilders, Inc. (4323), Brookshire Estates, L.P. (8725), Community Management Services Group, Inc. (6620), Greenwood Financial Inc. (7510), Masterpiece Homes, LLC (1971), OHB Homes, Inc. (0973), OHI Financing, Inc. (6591), OHI PA GP, LLC (2675), OPCNC, LLC (8853), Orleans Arizona Realty, LLC (9174), Orleans Arizona, Inc. (2640), Orleans at Bordentown, LLC (4968), Orleans at Cooks Bridge, LLC (4185), Orleans at Covington Manor, LLC (9891), Orleans at Crofton Chase, LLC (8809), Orleans at East Greenwich, LLC (9814), Orleans at Elk Township, LLC (6891), Orleans at Evesham, LLC (7244), Orleans at Falls, LP (2735), Orleans at Hamilton, LLC (9679), Orleans at Harrison, LLC (4155), Orleans at Hidden Creek, LLC (3301), Orleans at Jennings Mill, LLC (4693), Orleans at Lambertville, LLC (0615), Orleans at Limerick, LP (7791), Orleans at Lower Salford, LP (9523), Orleans at Lyons Gate, LLC (2857), Orleans at Mansfield LLC (1498), Orleans at Maple Glen LLC (7797), Orleans at Meadow Glen, LLC (4966), Orleans at Millstone River Preserve, LLC (8810), Orleans at Millstone, LLC (8063), Orleans at Moorestown, LLC (9250), Orleans at Tabernacle, LLC (9927), Orleans at Thornbury, L.P. (4291), Orleans at Upper Freehold, LLC (3225), Orleans at Upper Saucon, L.P. (3715), Orleans at Upper Uwchlan, LP (8394), Orleans at Wallkill, LLC (2875), Orleans at West Bradford, LP (4161), Orleans at West Vincent, LP (9557), Orleans at Westampton Woods, LLC (8095), Orleans at Windsor Square, LP (9481), Orleans at Woolwich, LLC (9215), Orleans at Wrightstown, LP (9701), Orleans Construction Corp. (0893), Orleans Corporation (8770), Orleans Corporation Of New Jersey (5325), Orleans DK, LLC (5308), Orleans RHIL, LP (1938), Parker & Lancaster Corporation (1707), Parker & Orleans Homebuilders, Inc. (5269), Parker Lancaster, Tidewater, L.L.C. (7432), Realen Homes, L.P. (8293), RHGP LLC (8197), Sharp Road Farms Inc. (1871), Stock Grange, LP (4027), and Wheatley Meadows Associates (5459).

Upon consideration of the motion (the "Motion")<sup>2</sup> of the Debtors for an order, pursuant to Bankruptcy Code §§ 105(a), 363(b), and 503(b)(1), authorizing, but not directing, the Debtors to honor and to maintain (a) the Mortgage Plus Program and (b) the Home Warranty Programs; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that good and sufficient cause exists for granting the Motion; and upon consideration of the Declaration of Benjamin D. Goldman in Support of First-Day Pleadings; and upon the record of these Chapter 11 cases and hearings held on March 3, and April 6, 2010, to consider the Motion; and it appearing that the relief requested in the Motion, as modified herein, is appropriate in the context of these cases and in the best interests of the Debtors and their respective estates, their creditors, and all other parties-in-interest; and it appearing that notice of the Motion was adequate and proper under the circumstances of these cases, and it appearing that no other or further notice need be given; and the Court having entered an interim order relating to the Motion on March 3, 2010, it is hereby

ORDERED that the Motion is granted on a final basis as set forth herein; and it is further

ORDERED that the Debtors are authorized and empowered, but not directed, to honor and to maintain the Mortgage Plus Program, as it applies to the Debtors, and the Home

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Warranty Programs (and in each case, including modifying existing programs and introducing new programs that are similar in scope and expense to existing programs);<sup>3</sup> and it is further

ORDERED that the Debtors are authorized and empowered, but not directed, to honor the Debtors' pre-petition obligations related to the Mortgage Plus Program and the Home Warranty Programs to the extent permitted in any post-petition financing and/or cash collateral orders; and it is further

ORDERED that all of the Debtors' financial institutions are authorized and empowered, but not directed, to receive, process, honor, and pay all checks presented for payment and electronic payment requests related to the Mortgage Plus Program and the Home Warranty Programs, as approved by this Order, to the extent sufficient funds are on deposit, regardless of whether such checks or funds transfer requests were issued prior to or after the Petition Date of these cases; and it is further

ORDERED that any payment made pursuant to this Order shall not be construed as an admission as to the validity of any claim against the Debtors, as a waiver of the Debtors' or any party-in-interest's right to dispute any such claim, or as an approval or assumption of any agreement, contract, program, policy, or lease under Bankruptcy Code § 365 or otherwise, and all related rights shall be reserved; and it is further

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<sup>3</sup> In addition to the obligations of the Debtors explicitly described in paragraph 29 of the Motion, the Debtors may be responsible to reimburse Residential Warranty Company, LLC ("RWC"), and Western Pacific Mutual Insurance Co. ("WPMI") for a deductible with respect to each claim in an amount not to exceed 30% of the purchase price of a warranted home. Also, after the Petition Date, the Debtors entered into an Addendum to their agreement with RWC and WPMI to escrow \$1,000 per home under certain terms and conditions, and RWC and WPMI have agreed to provide warranties post-petition, including warranties on all homes sold in Illinois, which they had not previously done.

ORDERED that the Debtors shall be authorized and empowered to take any necessary actions to implement and effectuate the terms of this Order; and it is further

ORDERED that the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, notwithstanding any applicability of Bankruptcy Rule 6004(h); and it is further

ORDERED that this Court shall retain jurisdiction with respect to over all matters arising from or related to the interpretation and implementation of this Order.

Dated: Wilmington, Delaware

*April 6* 2010



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THE HONORABLE PETER J. WALSH  
UNITED STATES BANKRUPTCY JUDGE