

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----	X	
	:	
In re:	:	Chapter 11
	:	
Old School, Inc., ¹	:	Case No. 25-11016 (CTG)
	:	
Debtor.	:	
	:	
-----	X	

**THIRD AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF
LIQUIDATION OF OLD SCHOOL, INC.**

POTTER ANDERSON & CORROON LLP

Aaron H. Stulman (No. 5807)
Brett M. Haywood (No. 6166)
James R. Risener III (No. 7334)
Ethan H. Sulik (No. 7270)
1313 North Market Street, 6th Floor
Wilmington, Delaware 19801
Tel: (302) 984-6000
Facsimile: (302) 658-1192
Email: astulman@potteranderson.com
bhaywood@potteranderson.com
jrisener@potteranderson.com
esulik@potteranderson.com

GOODWIN PROCTER LLP

Howard S. Steel (admitted *pro hac vice*)
Stacy Dasaro (admitted *pro hac vice*)
Kizzy L. Jarashow (admitted *pro hac vice*)
James Lathrop (admitted *pro hac vice*)
The New York Times Building
620 Eighth Avenue
New York, New York 10018-1405
Tel: (212) 813-8800
Facsimile: (212) 355-3333
Email: hsteel@goodwinlaw.com
sdasaro@goodwinlaw.com
kjarashow@goodwinlaw.com
jlathrop@goodwinlaw.com

Counsel for Debtor and Debtor in Possession

¹ The Debtor's (f/k/a Charter School Capital, Inc.) mailing address is Verdolino & Lowey, P.C., 124 Washington Street, Suite 101, Foxboro, MA 02035, and the last four digits of the Debtor's federal tax identification number are 4278.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION	1
ARTICLE II CLASSIFICATION OF CLAIMS AND INTERESTS AND ESTIMATED RECOVERIES	13
2.1 Classification.....	13
ARTICLE III BACKGROUND AND DISCLOSURES.....	15
3.1 General Background	15
3.2 Events Leading to the Commencement of the Chapter 11 Case.....	17
3.3 The Chapter 11 Case.....	19
ARTICLE IV CONFIRMATION AND VOTING PROCEDURES.....	24
4.1 Confirmation Procedure.....	24
4.2 Procedure for Objections.	25
4.3 Requirements for Confirmation.	25
4.4 Solicitation and Voting Procedures.	25
4.5 Classification of Claims and Interests.....	27
4.6 Impaired Claims and Interests	28
4.7 Confirmation Without Necessary Acceptances; Cramdown	29
4.8 Feasibility.....	30
4.9 Best Interests Test and Liquidation Analysis.....	30
4.10 Acceptance of the Combined Disclosure Statement and Plan	31
ARTICLE V CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING	32
5.1 The Combined Disclosure Statement and Plan May Not Be Confirmed.....	32
5.2 Distributions to Holders of Allowed Claims and Interests under the Combined Disclosure Statement and Plan May Be Inconsistent with Projections	33
5.3 Objections to Classification of Claims	33
5.4 Failure to Consummate the Combined Disclosure Statement and Plan	34
5.5 Combined Disclosure Statement and Plan Releases May Not Be Approved	34
5.6 Reductions to Estimated Creditor Recoveries	35
5.7 Risks Related to Retained Causes of Actions	35
5.8 Certain Tax Considerations.....	35
ARTICLE VI TREATMENT OF UNCLASSIFIED CLAIMS.....	40
6.1 Administrative Claims.	40
6.2 Priority Tax Claims.....	41
ARTICLE VII TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS	41
7.1 Class 1: Other Secured Claims.	42

7.2	Class 2: Priority Non-Tax Claims.....	42
7.3	Class 3: General Unsecured Claims.....	42
7.4	Class 4: Preferred Equity Interests.....	43
7.5	Class 5: 510(b) Claims.....	44
7.6	Class 6: Other Equity Interests.	44
7.7	Reservation of Rights Regarding Claims and Interests.	44
ARTICLE VIII ACCEPTANCE OR REJECTION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.....		44
8.1	Class Entitled to Vote.	44
8.2	Acceptance by Impaired Classes of Claims or Interests.....	45
8.3	Presumed Acceptance by Unimpaired Classes.	45
8.4	Presumed Rejections by Impaired Classes.	45
8.5	Confirmation Pursuant to Bankruptcy Code Section 1129(b).	45
8.6	Controversy Concerning Impairment.	45
8.7	Elimination of Vacant Classes.....	46
ARTICLE IX IMPLEMENTATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN		46
9.1	Implementation of the Combined Disclosure Statement and Plan.	46
9.2	Source of Consideration.....	46
9.3	Orthogon Settlement.	46
9.4	Preservation of Retained Causes of Action.	47
9.5	Vesting of Assets.	48
9.6	Directors and Officers.....	48
9.7	Plan Administrator and Plan Administration Agreement.	48
9.8	Wind-Up and Dissolution of the Debtor.....	49
9.9	Cancellation of Existing Securities and Agreements.....	50
9.10	Cash Investments.	50
9.11	Limitation of Liability; Indemnification.....	50
9.12	Abandonment, Disposal, and Destruction of Records.....	50
9.13	Company Action.	51
9.14	Control Provisions.	51
9.15	Tax Consequences of the Combined Disclosure Statement and Plan.....	51
ARTICLE X PROVISIONS GOVERNING DISTRIBUTIONS		51
10.1	Distributions for Allowed Claims and Allowed Interests.....	51
10.2	Distributions by Plan Administrator.	51
10.3	Means of Payment.....	52
10.4	Claims Reserve	52
10.5	Fractional Distributions.	52
10.6	<i>De Minimis</i> Distributions.....	52
10.7	Delivery of Distributions; Unclaimed Distributions.....	53
10.8	Application of Distribution Record Date.....	53

10.9	Withholding, Payment and Reporting Requirements Regarding Distributions.....	53
10.10	Setoffs.	54
10.11	Allocation of Distributions.	54
10.12	Claims or Interests Paid and Payable by Third Parties.	55
ARTICLE XI PROVISIONS FOR CLAIMS OBJECTIONS AND ESTIMATION OF CLAIMS		55
11.1	Claims Administration Responsibility.....	55
11.2	Claims and Interest Objections.	55
11.3	Estimation of Contingent or Unliquidated Claims.....	55
11.4	Expungement and Disallowance of Certain Claims.	56
11.5	Adjustment to Claims and Interests Without Objection.	56
ARTICLE XII EXECUTORY CONTRACTS		56
12.1	Executory Contracts Deemed Rejected.	56
ARTICLE XIII CONFIRMATION AND CONSUMMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN		56
13.1	Conditions Precedent to the Effective Date.	56
13.2	Notice of Effective Date.	57
13.3	Waiver of Conditions Precedent to the Effective Date.	57
13.4	Effect of Non-Occurrence of Effective Date.	57
ARTICLE XIV EFFECTS OF CONFIRMATION		58
14.1	Exculpation, Releases, and Injunctions	58
ARTICLE XV RETENTION OF JURISDICTION		60
15.1	Jurisdiction of Bankruptcy Court.....	60
ARTICLE XVI MISCELLANEOUS PROVISIONS.....		63
16.1	Modification of the Combined Disclosure Statement and Plan.....	63
16.2	Revocation, Withdrawal, or Non-Confirmation of the Combined Disclosure Statement and Plan.....	63
16.3	Binding Effect.	63
16.4	Subordination Rights.	63
16.5	Severability of Provisions.	64
16.6	Payment of Statutory Fees; Filing of Quarterly Reports.	64
16.7	Bankruptcy Rule 2002 Notice Parties.....	65
16.8	Exemption from Section 1146.	65
16.9	Insurance.	65
16.10	Successors and Assigns.....	65
16.11	Governing Law.	65

16.12 Exhibits and Schedules.	66
16.13 Reservation of Rights.....	66

Exhibit A: Liquidation Analysis

DISCLAIMER

THIS COMBINED DISCLOSURE STATEMENT AND PLAN WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTOR'S KNOWLEDGE, INFORMATION, AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE (I) DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, (II) ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY, OR (III) DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTOR OR HOLDERS OF CLAIMS OR INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED. THE DELIVERY OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF. HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THIS COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

NO PARTY IS AUTHORIZED TO GIVE ANY INFORMATION WITH RESPECT TO THIS COMBINED DISCLOSURE STATEMENT AND PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN. NO REPRESENTATIONS CONCERNING THE DEBTOR OR THE VALUE OF ITS PROPERTY HAVE BEEN AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN. ANY INFORMATION, REPRESENTATIONS OR INDUCEMENTS MADE TO OBTAIN AN ACCEPTANCE OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN OTHER THAN, OR INCONSISTENT WITH, THE INFORMATION CONTAINED HEREIN SHOULD NOT BE RELIED UPON BY ANY HOLDER OF A CLAIM OR INTEREST. THE COMBINED DISCLOSURE STATEMENT AND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND BANKRUPTCY RULE 3016(b) AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-APPLICABLE BANKRUPTCY LAWS.

INTRODUCTION²

The Debtor hereby proposes the following Combined Disclosure Statement and Plan for the liquidation of the Debtor's remaining Assets and distribution of the proceeds of such assets to the Holders of Allowed Claims against the Debtor as set forth herein. The Debtor is a proponent of the Combined Disclosure Statement and Plan within the meaning of Bankruptcy Code section 1129.

This Combined Disclosure Statement and Plan contains, among other things, a discussion of the Debtor's history, business, properties, operations, the Chapter 11 Case, risk factors, summary and analysis of the Combined Disclosure Statement and Plan, and certain other related matters.

Please note that the terms of the Combined Disclosure Statement and Plan set forth herein differ from versions previously Filed. The version of the Combined Disclosure Statement and Plan approved for solicitation by the Bankruptcy Court and provided in the Solicitation Packages contemplated an Impaired Class 3 (General Unsecured Claims) that served as the Voting Class. Except as otherwise ordered by the Bankruptcy Court, only Holders of Claims in Class 3 (General Unsecured Claims) were entitled to vote on the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1126. To vote on the Combined Disclosure Statement and Plan, a Holder must have held a Claim in Class 3 (General Unsecured Claims).

Accordingly, a Ballot for acceptance or rejection of the Combined Disclosure Statement and Plan was provided only to Holders of General Unsecured Claims in Class 3. Certain Holders of Claims in Class 3 (General Unsecured Claims) timely submitted their Ballots, including Orthogon. Orthogon voted to reject the Combined Disclosure Statement and Plan and informed the Debtor that it intended to file an objection to the same. While the Debtor believes it can confirm the Combined Disclosure Statement and Plan notwithstanding Orthogon's vote to reject and its anticipated confirmation objections, the risk of litigation and associated expenses prompted and yielded a settlement between the Debtor and Orthogon, the terms of which are set forth in section 9.3 hereof and in the stipulation filed at Docket No. 297.

The Debtor's settlement with Orthogon results in certain changes to the Combined Disclosure Statement and Plan, including the Allowance of Orthogon's Class 3 General Unsecured Claim in the amount of \$3,145,476.80 and Orthogon's agreement to support confirmation of the Combined Disclosure Statement and Plan and to change its vote to accept the Combined Disclosure Statement and Plan. Moreover, following the resolution of certain other material Disputed General Unsecured Claims Filed against the Debtor by the General Bar Date, Holders of Claims in Class 3 (General Unsecured Claims) are now reasonably expected to be paid in full with interest on their Allowed General Unsecured Claims as required by applicable law. Because Holders of Claims in Class 3 (General Unsecured Claims) are Unimpaired and Orthogon is the sole Holder of Class 4 Preferred Equity Interests, the classification and Allowance of Orthogon's Class 3 Claim would in any event inure to the benefit of Orthogon; as such, the Debtor believes the Orthogon Settlement (as defined herein) to be a reasonable resolution of Orthogon's disputes regarding confirmation the Combined Disclosure Statement and Plan. The Orthogon Settlement

² Capitalized terms not defined in this Introduction shall have the meanings ascribed below.

serves as a foundation for consensual confirmation of the Combined Disclosure Statement and Plan.

The Debtor has also resolved the Indemnification Claims of Stuart Ellis and Brad Coburn as set forth in the stipulation Filed at Docket No. 295. Such Claims are now classified as Class 5 510(b) Claims. The Debtor also obtained the withdrawal of another significant Disputed General Unsecured Claim. See Docket No. 281. The Debtor is continuing to consider how to resolve other Filed Claims and reserves all rights to object to or seek to subordinate or disallow Claims. The ultimate disallowance or subordination of certain Claims may result in higher recoveries for Interest Holders. However, nothing herein should be construed as a guarantee of any recovery. Finally, the changes reflected herein resolve certain informal comments that the Debtor received from the Office of the United States Trustee following solicitation.

All Holders of Claims against or Interests in the Debtor are encouraged to read the Combined Disclosure Statement and Plan in its entirety, and to consult with an attorney, before voting to accept or reject the Combined Disclosure Statement and Plan. Subject to certain restrictions and requirements set forth in Bankruptcy Code section 1127, Bankruptcy Rule 3019, and in the Combined Disclosure Statement and Plan, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw the Combined Disclosure Statement and Plan, or any part thereof, at any time, including prior to its substantial consummation.

The Debtor supports the Combined Disclosure Statement and Plan and recommended that all Holders of General Unsecured Claims who received a Ballot vote to accept the Combined Disclosure Statement and Plan. The Debtor continues to believe that the Combined Disclosure Statement and Plan is in the best interests of all stakeholders.

Copies of the Combined Disclosure Statement and Plan and all other documents related to the Chapter 11 Case are available for review without charge at the Debtor's case website at (<https://dm.epiq11.com/oldschool>).

ARTICLE I
DEFINED TERMS AND RULES OF INTERPRETATION

A. Defined Terms

1.1 “503(b)(9) Claims” shall mean Claims arising under Bankruptcy Code section 503(b)(9).

1.2 “510(b) Claims” means any Claim subject to subordination under Section 510(b) of the Bankruptcy Code.

1.3 “Acquired Assets” shall have the meaning set forth in the Asset Purchase Agreement.

1.4 “Administrative Claim” shall mean a Claim for costs and expenses of administration of the Chapter 11 Case allowed under Bankruptcy Code sections 503(b), 507(b) or, if applicable, 1114(e)(2), including but not limited to: (a) any actual and necessary costs and expenses of preserving the Estate and operating the business of the Debtor; (b) Allowed Professional Fee Claims; (c) DIP Facility Claims; (d) 503(b)(9) Claims; and (e) U.S. Trustee Fees.

1.5 “Administrative Claim Bar Date” means, as applicable, the Initial Administrative Claim Bar Date and the Final Administrative Claim Bar Date.

1.6 “Affiliate” shall mean “affiliate” as defined in Bankruptcy Code section 101(2).

1.7 “Allowed” shall mean, with regard to any Claim or Interest, except as otherwise provided herein, such Claim or Interest (or any portion thereof) that is not Disallowed and (a) is both not Disputed and either (i) evidenced by a proof of Claim or proof of Interest filed in accordance with the Bar Date Order (or for which, under the Combined Disclosure Statement and Plan, the Bankruptcy Code, or a Final Order, a proof of Claim or proof of Interest is not or shall not be required to be Filed) or (ii) listed in the Schedules as not contingent, not unliquidated, and not disputed or listed on the List of Equity Holders, and for which no proof of Claim or proof of Interest has been Filed; (b) as to which no objection or request for estimation has been Filed on or before (i) the Claims Objection Deadline or (ii) the expiration of such other applicable period fixed by the Bankruptcy Court, (d) as to which any objection has been settled, waived, withdrawn or denied by a Final Order, or (e) that is allowed (i) by a Final Order, (ii) pursuant to the terms of the Combined Disclosure Statement and Plan, or (iii) by a Stipulation between the Holder of such Claim or Interest and the Plan Administrator on or after the Effective Date.

1.8 “Arbitration” shall mean that certain arbitration proceeding captioned *Orthogon Charter School Special Opportunities LLP, Orthogon Charter School Special Opportunities II, LP, Orthogon Charter School Special Opportunities III, LLC v. Charter School Capital, Inc.*, AAA Case No. 01-24-0009-2550, and sought to be confirmed in *Orthogon Charter School Special Opportunities LLP, Orthogon Charter School Special Opportunities II, LP, Orthogon Charter School Special Opportunities III, LLC v. Charter School Capital, Inc.*, Index No. 653206/2025 (N.Y. Sup. Ct., N.Y. Co. 2025).

1.9 “Arbitration Award” shall mean that certain Final Award of Arbitrator issued in the Arbitration.

1.10 “Asset Purchase Agreement” shall mean that certain Asset Purchase Agreement by and between the Debtor, as Seller, and the Purchaser, dated as of July 2, 2025 and attached as Exhibit A to the Sale Order, including all schedules and exhibits thereto, and all ancillary agreements, documents, and instruments delivered or executed in connection therewith, as each may be further amended from time to time.

1.11 “Assets” shall mean any and all right, title, and interest of the Debtor and the Estate in and to property of whatever type or nature, including its books and records, as set forth in section 541 of the Bankruptcy Code.

1.12 “Avoidance Actions” shall mean any and all actual or potential Causes of Action of the Estate under Bankruptcy Code sections 105(a), 502(d), 510, 542 through 551, and 553, or any similar federal, state, or common law causes of action.

1.13 “Ballot” shall mean the ballot form distributed to each Holder of a General Unsecured Claim entitled to vote to accept or reject this Combined Disclosure Statement and Plan.

1.14 “Bankruptcy Code” shall mean title 11 of the United States Code, 11 U.S.C. §§ 101–1532, and as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Case.

1.15 “Bankruptcy Court” shall mean the United States Bankruptcy Court for the District of Delaware.

1.16 “Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms, or the Local Rules, and as each has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Case.

1.17 “Bar Date” shall mean, with respect to any particular Claim (including any Administrative Claim) or Interest, the specific date set by the Bankruptcy Court as the last day for Filing proofs of Claim against or proofs of Interest in the Debtor in the Chapter 11 Case for that specific Claim or Interest.

1.18 “Bar Date Order” shall mean the *Order (I) Establishing Deadlines for the Filing of Proofs of Claim (Including for Claims Arising Under Section 503(b)(9) of the Bankruptcy Code), Proofs of Interest, and Administrative Expense Claims; (II) Approving the Forms and Manner of Notice Thereof; and (III) Granting Related Relief* entered by the Bankruptcy Court on August 27, 2025, at Docket No. 212.

1.19 “Bidding Procedures and Sale Motion” shall mean the *Debtor’s Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtor’s Assets, (B) Authorizing the Debtor to Designate One or More Stalking Horse Bidders and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief and (II)(A) Approving Sale of the Debtor’s Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts*

and Unexpired Leases, and (C) Granting Related Relief Filed with the Bankruptcy Court on June 11, 2025, at Docket No. 32.

1.20 “Bidding Procedures Order” shall mean the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtor’s Assets, (II) Authorizing the Debtor to Designate One or More Stalking Horse Bidders and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* entered by the Bankruptcy Court on July 2, 2025, at Docket No. 91.

1.21 “Business Day” shall mean any day, other than a Saturday, Sunday or a legal holiday (as that term is defined in Bankruptcy Rule 9006(a)).

1.22 “Cash” shall mean money that is legal tender of the United States of America.

1.23 “Causes of Action” shall mean any and all Claims, actions, Avoidance Actions, causes of action, choses in action, suits, debts, obligations, dues, damages, defenses, judgments, third-party claims, counterclaims, cross claims, liens, indemnities, guaranties, and franchises whether arising before, on, or after the Petition Date, that are or may be pending or existing on the Effective Date against any Entity, based in law, contract, tort, equity, or pursuant to any other theory of law including, but not limited to, under the Bankruptcy Code, whether direct, indirect, known or unknown, derivative, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, choate or inchoate, suspected or unsuspected, assertable directly or derivatively, or otherwise and whether asserted or unasserted as of the date of entry of the Confirmation Order, and including any unknown Causes of Action. Causes of Action also include: (a) any rights of setoff, counterclaim, or recoupment and any claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests and any Claims Objections; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claims or defenses, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer claim.

1.24 “Chapter 11 Case” shall mean the chapter 11 case of Old School, Inc. (f/k/a Charter School Capital, Inc.), Case No. 25-11016 (CTG) in the Bankruptcy Court.

1.25 “Claim” shall mean a claim against the Debtor, as such term is defined in Bankruptcy Code section 101(5).

1.26 “Claims Agent” shall mean the Debtor’s claims and noticing agent and administrative agent, Epiq Corporate Restructuring, LLC.

1.27 “Claims Objection Deadline” shall mean one hundred eighty (180) days after the Effective Date, or such later date as may be ordered by the Bankruptcy Court; provided however, that the Plan Administrator may seek extensions of this date from the Bankruptcy Court at any time.

1.28 “Class” shall mean each category or group of Holders of Claims or Interests that has been designated as a class in Article II of the Combined Disclosure Statement and Plan.

1.29 “Closing” or “Closing Date” shall have the meaning set forth in the Sale Order.

1.30 “Combined Disclosure Statement and Plan” shall mean this Third Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Old School, Inc. (as amended, modified or supplemented from time to time, including, without limitation, by the Plan Supplement and any exhibits, supplements or documents submitted in support hereof and the Bankruptcy Code or the Bankruptcy Rules).

1.31 “Confirmation” shall mean entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Case.

1.32 “Confirmation Date” shall mean the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case, within the meaning of Bankruptcy Rules 5003 and 9021.

1.33 “Confirmation Hearing” shall mean the hearing held by the Bankruptcy Court to consider confirmation of the Combined Disclosure Statement and Plan and final approval of the disclosures contained in the Combined Disclosure Statement and Plan, as such hearing may be adjourned or continued from time to time.

1.34 “Confirmation Hearing Notice” shall mean the notice of Confirmation Hearing to be delivered pursuant to Bankruptcy Rules 2002(b)(2) and 2002(f).

1.35 “Confirmation Order” shall mean the order of the Bankruptcy Court confirming the Combined Disclosure Statement and Plan pursuant to, among others, Bankruptcy Code section 1129.

1.36 “Consummation” shall mean the occurrence of the Effective Date.

1.37 “Creditor” shall have the meaning ascribed to such term in Bankruptcy Code section 101(10).

1.38 “Debtor” shall mean Old School, Inc.

1.39 “DIP Budget” shall have the meaning ascribed to such term in the DIP Order.

1.40 “DIP Credit Agreement” shall mean that *Senior Secured Superpriority Debtor In Possession Credit Facility Term Sheet*, dated as of June 28, 2025, by and between the Debtor and the DIP Lender, as the same may have been further amended, modified, ratified, extended, renewed, restated, or replaced.

1.41 “DIP Documents” shall mean the DIP Credit Agreement, together with the DIP Order, and all agreements, documents, and instruments delivered or executed in connection therewith and security documentation.

1.42 “DIP Facility” shall mean the financing facility provided to the Debtor pursuant to the terms of the DIP Credit Agreement and the DIP Order.

1.43 “DIP Facility Claims” shall mean any and all Claims of the DIP Lender pursuant to or arising under the DIP Facility.

1.44 “DIP Lender” shall mean East West Bank in its capacity as debtor in possession lender to the Debtor.

1.45 “DIP Motion” shall mean the *Debtor’s Emergency Motion for Entry of Interim and Final Orders (A) Authorizing the Debtor to Obtain Postpetition Financing and to Grant Security Interests and Super-Priority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105, 364(c) and 364(d); (B) Utilize Cash Collateral and Pay Certain Related Fees and Charges; (C) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362; and (D) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001*, Filed with the Bankruptcy Court on June 29, 2025, at Docket No. 57.

1.46 “DIP Order” shall mean the *Final Order (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Status; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* entered by the Bankruptcy Court on July 16, 2025, at Docket No. 118.

1.47 “Disallowed” shall mean, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn, in whole or in part, by the Holder thereof; (iii) is listed in the Schedules as zero or as disputed, contingent or unliquidated and in respect of which a proof of Claim, has not been Filed or deemed Filed pursuant to the Combined Disclosure Statement and Plan, the Bankruptcy Code or any Final Order or other applicable law; (iv) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed amount of any proof of Claim or proof of Interest, as applicable; (v) is unenforceable to the extent provided in Bankruptcy Code section 502(b); or (vi) where the Holder of a Claim is an Entity from which property is recoverable under Bankruptcy Code sections 542, 543, 550, or 553 or that is a transferee of a transfer avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), unless such Entity or transferee has paid the amount, or turned over any such property, for which such Entity or transferee is liable under Bankruptcy Code section 522(i), 542, 543, 550, or 553, and if required by the Bankruptcy Code, an Objection or adversary proceeding has been Filed. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination, or estimation.

1.48 “Disbursing Agent” shall mean the Plan Administrator as to any Distributions on account of Allowed Claims, provided, however, that the Plan Administrator may, in its discretion, retain a third party to act as Disbursing Agent.

1.49 “Disputed” shall mean any Claim or Interest which has not yet been Allowed or Disallowed in accordance with the terms of the Combined Disclosure Statement and Plan.

1.50 “Distribution” shall mean a delivery of Cash by the Disbursing Agent to the Holders of Allowed Claims pursuant to the Combined Disclosure Statement and Plan.

1.51 “Distribution Date” shall mean the date on which a Distribution is made pursuant to the Combined Disclosure Statement and Plan.

1.52 “Distribution Record Date” means the date for determining which Holders of Claims are eligible to receive initial Distributions under the Combined Disclosure Statement and Plan, which date shall be the Confirmation Date.

1.53 “Effective Date” shall mean the date selected by the Debtor on which (a) all conditions in Article XIII of the Combined Disclosure Statement and Plan have been satisfied or waived in accordance with that Article and (b) no stay of the Confirmation Order is in effect.

1.54 “Effective Date Notice” shall mean the notice of the Effective Date.

1.55 “Entity” shall have the meaning ascribed to such term in Bankruptcy Code section 101(15).

1.56 “Estate” shall mean the Debtor’s estate created by Bankruptcy Code section 541 upon the commencement of the Chapter 11 Case on the Petition Date.

1.57 “Excluded Assets” shall have the meaning set forth in the Asset Purchase Agreement.

1.58 “Exculpated Parties” shall mean, in each of their capacities as such, (a) the Debtor; (b) all professionals retained by the Debtor by Final Order or under the procedures established by the Order *(I) Authorizing Debtor to Employ Professionals Utilized in the Ordinary Course of Business, (II) Waiving Certain Information Requirements of Local Rule 2016-1, and (III) Granting Related Relief* [Docket No. 79]; and (c) each director and/or officer of the Debtor who served as a director and/or officer of the Debtor between the Petition Date and the Effective Date; *provided, however*, that notwithstanding the foregoing, no Non-Released Parties shall be Exculpated Parties.

1.59 “Executory Contract” shall mean an executory contract or unexpired lease to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code section 365.

1.60 “File,” “Filed,” or “Filing” shall mean, respectively, file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Case.

1.61 “Final Administrative Claim Bar Date” means, for any unpaid Administrative Claim arising on or between the Closing Date and the Effective Date, the date that is thirty (30) calendar days after service of the Effective Date Notice, with such date to be provided therein.

1.62 “Final Order” shall mean an unstayed order, ruling or judgment of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or request for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or as to which any right to appeal, petition for certiorari, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtor (prior to the Effective Date) or the Plan Administrator (on

or after the Effective Date), or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules 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.

1.63 “First Day Declaration” shall mean the *Declaration of Stuart Ellis in Support of Charter School Capital, Inc.’s Chapter 11 Petition and First Day Motions* Filed with the Bankruptcy Court on June 9, 2025, at Docket No. 13.

1.64 “General Bar Date” shall mean September 29, 2025 at 5:00 p.m. (prevailing Eastern Time), as set forth in the Bar Date Order.

1.65 “General Unsecured Claim” shall mean an unsecured Claim against a Debtor other any Administrative Claims (including DIP Facility Claims and Professional Fee Claims), Priority Tax Claims, Priority Non-Tax Claims, Other Secured Claims, 510(b) Claims, and Interests.

1.66 “Governmental Bar Date” means, December 5, 2025 at 5:00 p.m. (prevailing Eastern Time), as set forth in the Bar Date Order.

1.67 “Governmental Unit” shall have the meaning ascribed to such term in Bankruptcy Code section 101(27).

1.68 “Holder” shall mean any Person or Entity holding a Claim or Interest.

1.69 “Impaired” shall mean, when used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of Bankruptcy Code section 1124.

1.70 “Impaired Class” shall mean a Class of Claims or Interests that is Impaired.

1.71 “Initial Administrative Claim Bar Date” means September 29, 2025 at 5:00 p.m. (prevailing Eastern Time), which is the deadline for Filing requests for allowance and payment of Administrative Claims arising in the time period between the Petition Date and the Closing Date, as set forth in the Bar Date Order.

1.72 “Initial DIP Budget” shall have the meaning set forth in the DIP Order.

1.73 “Interest Bar Date” shall mean September 29, 2025 at 5:00 p.m. (prevailing Eastern Time), as set forth in the Bar Date Order.

1.74 “Interest Objection Deadline” shall mean mean one hundred eighty (180) days after the Effective Date, or such later date as may be ordered by the Bankruptcy Court; provided however, that the Plan Administrator may seek extensions of this date from the Bankruptcy Court at any time.

1.75 “Interests” shall mean the common stock, preferred stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interest, unit or share of the Debtor (including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtor and any other rights, options, warrants, stock appreciation rights, convertible, exercisable, or exchangeable securities, or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any employment agreement and whether or not certified, transferable, preferred, common, voting, or denominated “stock” or similar security), including Preferred Equity Interests and Other Equity Interests.

1.76 “IRC” shall mean the Internal Revenue Code of 1986, as amended.

1.77 “IRS” shall mean the Internal Revenue Service.

1.78 “List of Equity Holders” shall mean the Holders of Interests listed in Exhibit A attached to the *Notice of Filing of List of Equity Holders* at Docket No. 190.

1.79 “Local Rules” shall mean the Local Rules of the United States Bankruptcy Court for the District of Delaware.

1.80 “New Purchased Receivables” shall have the meaning set forth in the Asset Purchase Agreement.

1.81 “Non-Released Party” shall mean Dr. Rishi Ganti, Orthogon Charter School Special Opportunities LLP, Orthogon Charter School Special Opportunities II, LP, and Orthogon Charter School Special Opportunities III, LLC, and each of their Related Parties and Affiliates.

1.82 “Notice of Non-Voting Status” shall mean the notice to be distributed to Holders of Claims or Interests in non-voting Classes pursuant to the Solicitation Procedures Order.

1.83 “Objection” shall mean any objection, application, motion, complaint or any other legal proceeding seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify, or establish the priority, expunge, subordinate or estimate any Claim or Interest (including the resolution of any request for payment of any Administrative Claim).

1.84 “Orthogon” shall mean, collectively, Orthogon Charter School Special Opportunities LLP, Orthogon Charter School Special Opportunities II, LP, and Orthogon Charter School Special Opportunities III, LLC.

1.85 “Orthogon Settlement” shall have the meaning set forth in section 9.3 of this Combined Disclosure Statement and Plan.

1.86 “Other Equity Interests” shall mean any Interests in the Debtor other than Preferred Equity Interests.

1.87 “Other Secured Claim” shall mean any Secured Claim asserted against the Debtor other than a DIP Facility Claim.

1.88 “Paid in Full,” “Payment in Full,” or “Pay in Full” shall mean, with respect to an Allowed Claim, payment in Cash or other consideration in an aggregate amount equal to the Allowed amount thereof.

1.89 “Person” shall have the meaning set forth in Bankruptcy Code section 101(41).

1.90 “Petition Date” shall mean June 8, 2025, the date on which the Debtor commenced its Chapter 11 Case in the Bankruptcy Court.

1.91 “Plan Administration Assets” shall mean, collectively, (i) Remaining Cash, (ii) after payment of Allowed Professional Fees Claims, Cash in the Professional Fee Reserve (if any), (iii) after payment of Allowed Professional Fee Claims, any retainers, deposits, or similar instruments or agreements held by the Debtor’s Professionals, (iv) the Excluded Assets, (v) the Retained Causes of Action, (vi) any outstanding New Purchased Receivables (if any), and (vii) any and all other Assets of the Debtor other than Acquired Assets.

1.92 “Plan Administration Agreement” shall mean the form of agreement that appoints the Plan Administrator and governs the powers, duties, and responsibilities of the Plan Administrator. The Plan Administration Agreement shall be Filed as part of the Plan Supplement.

1.93 “Plan Administration Expenses” shall mean, the reasonable and documented fees, expenses, and costs incurred by the Plan Administrator in connection with carrying out the obligations under the Combined Disclosure Statement and Plan, including the maintenance or disposition of the Plan Administration Assets (including, but not limited to, Plan Administrator fees and expenses, attorneys’ fees and expenses, and the fees and expenses of other professionals, Persons, or Entities retained by the Plan Administrator (including, if retained, a Disbursing Agent), personnel-related fees and expenses and any Taxes imposed on the Plan Administration Assets), the dissolution, cancellation, or termination of the Debtor and certain of its non-Debtor Affiliates, and any other fees and expenses incurred in accordance with the Plan Administration Agreement.

1.94 “Plan Administrator” shall mean the Person or Entity selected by the Debtor, or any successor(s) thereto, pursuant to the terms of the Plan Administration Agreement, the identity of which shall be set forth in the Plan Supplement.

1.95 “Plan Supplement” shall mean the ancillary documents necessary to the implementation and effectuation of the Combined Disclosure Statement and Plan, including, without limitation, the Plan Administration Agreement, the identity and compensation of the Plan Administrator, and a schedule of Retained Causes of Action, and Filed on or before the date that is seven (7) days prior to the Voting Deadline; provided, however, that the Debtor shall have the right to amend documents contained in, and exhibits to, the Plan Supplement in accordance with the terms of the Combined Disclosure Statement and Plan.

1.96 “Post-Effective Date Debtor” shall mean the Debtor after the Effective Date.

1.97 “Preferred Equity Interest” shall mean that certain series of preferred stock in the Debtor designated as the “Series P15 Preferred Stock.”

1.98 “Priority Non-Tax Claim” shall mean any and all Claims accorded priority in right of payment under Bankruptcy Code section 507(a), other than Priority Tax Claims and Administrative Claims.

1.99 “Priority Tax Claim” shall mean a Claim or a portion of a Claim for which priority is asserted under Bankruptcy Code section 507(a)(8).

1.100 “Privilege Rights” collectively, shall mean any attorney-client privilege, attorney work-product protection or any other similar privilege or protection from disclosure belonging to or operating in favor of the Debtor and/or the Estate.

1.101 “Professional” shall mean an Entity employed pursuant to a Final Order in accordance with Bankruptcy Code sections 327, 328, 333, 363, 1103 and to be compensated for services rendered prior to the Effective Date, pursuant to Bankruptcy Code sections 327, 328, 329, 330, and 331, or for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

1.102 “Professional Fee Claims Bar Date” shall mean the deadline for Filing all applications for Professional Fee Claims, which shall be forty-five (45) days after the service of the Effective Date Notice.

1.103 “Professional Fee Claims” shall mean all fees and expenses (including but not limited to, transaction fees and success fees) for services rendered by Professionals in connection with the Chapter 11 Case from the Petition Date through and including the Effective Date.

1.104 “Professional Fee Reserve” means the reserve established and funded by the Debtor prior to the Effective Date to satisfy the unpaid Professional Fee Claims of the Professionals.

1.105 “Purchaser” shall mean New GS, LLC and its permitted designees, successors and assigns.

1.106 “Related Parties” shall mean each of, and solely in its capacity as such, current and former directors, managers, officers, investment committee members, Restructuring Committee members, special or other committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, Professionals, and other advisors and professionals of any such Person’s or Entity’s respective heirs, executors, estates, and nominees. For the avoidance of doubt, no Non-Released Party shall be a Related Party with respect to the Debtor Releases or Exculpations.

1.107 “Released Parties” shall mean each of, and solely in its capacity as such, the Related Parties of the Debtor; *provided, however*, that notwithstanding the foregoing, no Non-Released Party shall be a Released Party.

1.108 “Remaining Cash” shall mean all of the Debtor’s Cash on hand as of the Effective Date (except for Cash in the Professional Fee Reserve), plus Cash received by or on behalf of the Debtor on or after the Effective Date after payment of all Allowed Professional Fees.

1.109 “Restructuring Committee” shall mean that certain committee appointed by the Debtor’s board of directors on May 20, 2025, composed of Edward Weisfelner and Craig Jalbert, in order to evaluate restructuring proposals and further granted by the board of directors with additional authority and duties as deemed advisable from time to time.

1.110 “Retained Causes of Action” shall mean, collectively, all of the Debtor’s and the Estate’s Causes of Action, including any Avoidance Actions, that (i) do not constitute Acquired Assets; or (ii) are not waived, released, compromised, or settled pursuant to this Plan or a Final Order of the Bankruptcy Court.

1.111 “Rock Creek” shall mean Rock Creek Advisors, LLC.

1.112 “Sale” shall mean the sale of substantially all of the Debtor’s Assets to the Purchaser pursuant to the Asset Purchase Agreement and the Sale Order.

1.113 “Sale Order” shall mean the *Order Approving (I) Asset Purchase Agreement and Sale of Substantially All of the Debtor’s Assets Free and Clear of All Liens, Claims, Interests and Encumbrances; and (II) Authorization the Assumptions and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* entered by the Bankruptcy Court on July 26, 2025, at Docket No. 171.

1.114 “Schedules” shall mean the schedules of assets and liabilities and statement of financial affairs Filed by the Debtor pursuant to Bankruptcy Code section 521 [Docket No. 111; Docket No. 112], as the same may have been or may be amended, modified, or supplemented from time to time.

1.115 “Secured Claim” shall mean, pursuant to Bankruptcy Code section 506, that portion of a Claim that is (a) secured by a valid, perfected and enforceable security interest, lien, mortgage, or other encumbrance, that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law, in or upon any right, title or interest of the Debtor in and to property of the Estate, to the extent of the value of the Holder’s interest in such property as of the relevant determination date, or (b) Allowed as such pursuant to the terms of the Combined Disclosure Statement and Plan (subject to the Confirmation Order becoming a Final Order). The defined term Secured Claim includes any Claim that is (i) subject to an offset right under applicable law as of the Petition Date, and (ii) a secured claim against the Debtor pursuant to Bankruptcy Code sections 506(a) and 553.

1.116 “Solicitation Date” shall have the meaning set forth in the Solicitation Procedures Order.

1.117 “Solicitation Package” shall mean the package to be distributed to certain Holders of Claims for solicitation of votes on the Combined Disclosure Statement and Plan.

1.118 “Solicitation Procedures Order” shall mean the *Order (I) Granting Interim Approval of the Disclosures in the Combined Disclosure Statement and Plan; (II) Scheduling a Combined Confirmation Hearing and Setting Deadlines Related Thereto; (III) Approving Solicitation*

Packages and Procedures; (IV) Approving the Form of Ballot; and (V) Granting Related Relief entered by the Bankruptcy Court on October 8, 2025, at Docket No. 266.

1.119 “Taxes” shall mean all income, gross receipts, sales, use, transfer, payroll, employment, franchise, profits, property, excise, or other similar taxes, estimated import duties, fees, stamp taxes, and duties, value added taxes, assessments, or charges of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax, or additional amounts imposed by any taxing authority of a Governmental Unit with respect thereto.

1.120 “Unclassified Claims” shall mean any Administrative Claims, DIP Facility Claims, Professional Fee Claims, and Priority Tax Claims.

1.121 “Unimpaired” shall mean, when used in reference to a Claim or Interest, any Claim or Interest that is not impaired within the meaning of Bankruptcy Code section 1124.

1.122 “U.S. Trustee Fees” shall mean fees payable pursuant to 28 U.S.C. § 1930.

1.123 “Voting Class” shall mean Class 3 (General Unsecured Claims).

1.124 “Voting Deadline” shall mean **November 17, 2025 at 4:00 p.m. (prevailing Eastern Time)**, the date and time by which Ballots to accept or reject the Combined Disclosure Statement and Plan must be received to be counted, as set forth by the Solicitation Procedures Order.

1.125 “Voting Record Date” shall mean the date on which the Bankruptcy Court has entered the Solicitation Procedures Order.

B. Rules of Interpretation

For purposes of the Combined Disclosure Statement and Plan, except as expressly provided or unless the context otherwise requires, (a) any capitalized term used in the Combined Disclosure Statement and Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable, (b) whenever the context requires, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter shall include the masculine, feminine and the neuter, (c) any reference in the Combined Disclosure Statement and 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, (d) any reference in the Combined Disclosure Statement and Plan to an existing document or exhibit means such document or exhibit as it may be amended, modified, or supplemented from time to time, (e) unless otherwise specified, all references in the Combined Disclosure Statement and Plan to sections, articles, schedules, and exhibits are references to sections, articles, schedules, and exhibits of or to the Combined Disclosure Statement and Plan, (f) the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Combined Disclosure Statement and Plan in its entirety rather than to any particular paragraph, subparagraph, or clause contained in the Combined Disclosure Statement and Plan, (g) captions and headings to articles and sections are inserted for convenience of reference only and shall not limit or otherwise

affect the provisions hereof or the interpretation of the Combined Disclosure Statement and Plan, and (h) the rules of construction set forth in Bankruptcy Code section 102 and in the Bankruptcy Rules shall apply.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS AND ESTIMATED RECOVERIES

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE.

2.1 Classification

The information in the table below is provided in summary form for illustrative purposes only and is subject to material change based on certain contingencies, including those related to the Claims and Interests reconciliation process. Actual recoveries may widely vary within these ranges, and any changes to any of the assumptions underlying these amounts could result in material adjustments to recovery estimates provided herein and/or the actual distribution received by Creditors or Holders of Interests. The projected recoveries are based on information available to the Debtor as of the date hereof and reflect the Debtor's estimates as of the date hereof only. In addition to the cautionary notes contained elsewhere in the Combined Disclosure Statement and Plan, it is underscored that the Debtor makes no representation as to the accuracy of these recovery estimates. The Debtor expressly disclaims any obligation to update any estimates or assumptions on any basis (including new or different information received and/or errors discovered).

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving Distributions pursuant to the Combined Disclosure Statement and Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date.

All Claims and Interests, except Administrative Claims (including Professional Fee Claims) and Priority Tax Claims, are placed in the Classes set forth below. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims (including Professional Fee Claims) and Priority Tax Claims, as described herein, have not been classified, and the respective treatment of such unclassified Claims is set forth below in Article VI of the Combined Disclosure Statement and Plan. The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, confirmation and distribution pursuant to the Combined Disclosure Statement and Plan and pursuant to Bankruptcy Code sections 1122 and 1123(a)(1).

Class / Designation	Treatment	Estimated Amount of Claims and Interests	Status	Voting Rights	Projected Recovery
Class 1: Other Secured Claims	Each Holder of an Allowed Other Secured Claim shall receive, from the Plan Administration Assets, in full and final satisfaction of and in exchange for such Allowed Other Secured Claim: (i) return of the collateral securing such Allowed Other Secured Claim; or (ii) Cash equal to the amount of such Allowed Other Secured Claim; or (iii) such other treatment which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed Other Secured Claim have agreed upon in writing.	\$4,375	Unimpaired / Deemed to accept	Not entitled to vote	100%
Class 2: Priority Non-Tax Claims	Each Holder of an Allowed Priority Non-Tax Claim shall receive, from the Plan Administration Assets, in full and final satisfaction of and in exchange for such Allowed Priority Non-Tax Claim: (i) Cash equal to the amount of such Allowed Priority Non-Tax Claim; or (ii) such other treatment which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed Priority Non-Tax Claim have agreed upon in writing.	\$0	Unimpaired / Deemed to accept	Not entitled to vote	100%
Class 3: General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall receive, from the Plan Administration Assets, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim: (i) Cash equal to the amount of such Allowed General Unsecured Claim plus post-petition interest accrued from the Petition Date through the Effective Date at the applicable contract rate or, if there is no such rate, at the federal judgment rate in effect as of the Petition Date; or (ii) such other treatment which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed General Unsecured Claim have agreed upon in writing.	\$5,853,953	Impaired	Entitled to vote ³	100%
Class 4: Preferred Equity Interests	Following payment in full (if at all) of all Allowed General Unsecured Claims, except to the extent that a Holder of an Allowed Preferred Equity Interest agrees to less favorable treatment, in exchange for full and final satisfaction of each Allowed Preferred Equity Interest, each Holder of such Allowed Preferred Equity Interest shall receive, from the Plan Administration Assets: (i) a <i>pro rata</i> Distribution of Cash on account of such Allowed Preferred Equity Interest; or (ii) such other treatment which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed Preferred Equity Interest have agreed upon in writing.	\$55,080,229 ⁴	Impaired / Deemed to reject	Not entitled to vote	2.2%-3.7%

³ The solicitation version of the Combined Disclosure Statement and Plan Impaired Class 3 General Unsecured Claims. Holders of Class 3 General Unsecured Claims (including Orthogon, pursuant to the Orthogon Settlement) voted to accept the Combined Disclosure Statement and Plan. Following solicitation, the Debtor resolved certain material Disputed General Unsecured Claims, and Holders of Allowed Class 3 General Unsecured Claims are now expected to be paid in full. The Debtor submits that the post-solicitation revisions to the Combined Disclosure Statement and Plan satisfy section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

⁴ Inclusive of accrued and unpaid dividends.

Class / Designation	Treatment	Estimated Amount of Claims and Interests	Status	Voting Rights	Projected Recovery
Class 5: 510(b) Claims	On the Effective Date, all Allowed 510(b) Claims shall be canceled and extinguished as of the Effective Date, and Holders thereof shall receive no Distribution on account of such Allowed 510(b) Claims.	Contingent/ Unliquidated	Impaired / Deemed to reject	Not entitled to vote	0%
Class 6: Other Equity Interests	On the Effective Date, all Other Equity Interests shall be canceled and extinguished as of the Effective Date, and Holders thereof shall receive no Distribution on account of such Other Equity Interests.	N/A	Impaired / Deemed to reject	Not entitled to vote	0%

ARTICLE III BACKGROUND AND DISCLOSURES

3.1 General Background⁵

a. The Debtor's Business

Following the Sale of the Acquired Assets to the Purchaser, the Debtor's business is no longer operating. However, as of the Petition Date, the Debtor provided development, financing, and other services to support the charter school industry. The Debtor was founded in 2006, and over the course of its 19-year history, the Debtor has provided financing to approximately 1,000 of the approximately 8,000 charter schools in the United States, supporting more than 2 million kids' education, and deploying over \$3 billion in capital.

The Debtor operated three primary lines of business: (i) Money To Buy Your School; (ii) Money To Run Your School; and (iii) Kids To Fill Your School.

Money To Buy Your School. Through this line of business, the Debtor helped charter schools source, develop, build out, and finance their forever home. The Debtor would acquire various properties through its non-debtor subsidiary Special Purpose Entities ("SPEs") via debt and equity financing, the schools would enter into long-term leases with the SPEs, and the Debtor's non-debtor subsidiaries would provide asset and relationship management services to the owners of school real estate. Through its SPEs, as of the Petition Date, the Debtor owned and managed eight properties throughout the United States. The Debtor typically exited its property investments through sales to non-profit organizations financed via the issuance of municipal bonds, followed by—in some instances—ongoing agreements to provide real estate management services to the purchaser.

Money To Run Your School. This line of business was operated through non-debtor PCSRC and provided receivables financing to charter schools. Prior to the Petition Date, PCSRC financed the purchase of the receivables through secured financing provided by Bank of America,

⁵ Additional information regarding the Debtor's business, assets, capital structure, and the circumstances leading to the filing of the Chapter 11 Case is set forth in detail in the First Day Declaration.

N.A. (“Bank of America”) pursuant to a Note Purchase Agreement⁶ and an Indenture⁷ in which U.S. Bank, National Association (“US Bank”) serves as Indenture Trustee. PCSRC would earn a profit on the spread between the purchase price paid for the receivables and amounts collected, net of financing costs (the “Receivables Cycle”). The Debtor served as the servicer of the receivables pursuant to a Sale and Servicing Agreement.⁸ Pursuant to the Sale and Servicing Agreement, the Debtor, in the normal course of the Receivables Cycle, would acquire a receivable from a School⁹ pursuant to an individualized receivables purchase agreements directly between the Debtor and each of the Schools. The receivables would be purchased from a School at a negotiated discount. The Debtor would then sell the receivables to PCSRC via a bill of sale, PCSRC would then transfer funds to the Debtor, and the Debtor would use those funds to acquire the receivables from the Schools.¹⁰ In connection with the Receivables Cycle, the Debtor would also earn certain fees, including servicing fees. As of the Petition Date, the Debtor was financing 15-20 charter schools through the Money To Run Your School business line.

Kids To Fill Your School. Through this line of business, the Debtor provided enrollment marketing, website support, social media strategy, marketing collateral and other services to charter schools, aimed at increasing and maintaining enrollment in school programs. As of the Petition Date, the Debtor was serving thirty-six (36) schools under the Kids To Fill Your School business line.

b. The Corporate Overview and Capital Structure

i. Corporate Overview

The Debtor is a non-public corporation incorporated in Delaware. As of the Petition Date, the Debtor owned, directly or indirectly, equity interests in several non-debtor subsidiaries. However, following the Sale, which transferred the equity in the non-debtor subsidiaries to the Purchaser, the Debtor’s only remaining non-debtor affiliate is a non-operational UK entity.

⁶ The Debtor is a party to a Note Purchase Agreement by and among Bank of America as investor, the Debtor, as servicer and as a seller, Charter School Funding Company, LLC, as a Seller, and PCSRC, as issuer, dated as of July 9, 2021, as amended and further supplemented or otherwise modified and in effect from time to time (the “Note Purchase Agreement”).

⁷ Indenture Supplement (the “Indenture Supplement”), dated as of July 9, 2021, by and among PCSRC, the Debtor (as servicer), and US Bank, as Indenture Trustee (the “Indenture Trustee”).

⁸ The certain Amended and Restated Sale and Servicing Agreement, dated as of July 9, 2021 by and among PCSRC, LLC, as purchaser, the Debtor, as Seller and Servicer, Charter School Funding Company, LLC, as seller, and U.S. Bank National Association as indenture trustee (the “Sale and Servicing Agreement”).

⁹ As defined in the Sale and Servicing Agreement, “School” shall mean each school that executes a receivables purchase agreement with either the Debtor or former non-debtor affiliate Charter School Funding Company, LLC relating to receivables.

¹⁰ A description of the relevant bank accounts utilized in the Receivables Cycle is provided for in the *Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Continue to Operate Its Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Continue to Perform Its Intercompany Transactions, and (D) Maintain Existing Business Forms; (II) Authorizing the Debtor’s Banks to Honor All Related Payment Requests; and (III) Granting Related Relief* Filed with the Bankruptcy Court on June 8, 2025 at Docket No. 5.

ii. Capital Structure

As of the Petition Date, the Debtor's liabilities primarily consisted of (i) unsecured claims of approximately \$700,000 for trade, leases, and other third-party accounts payable; and (ii) claims in connection with the Arbitration Award.

Additionally, the Debtor is a privately held company that has issued a combination of common A shares, common B shares, and preferred shares. Stuart Ellis, the Debtor's co-founder and former Chief Executive Officer, holds the majority of the voting shares under the organizational documents through his holdings of common A shares. Orthogon Charter School Special Opportunities II, LP and Orthogon Charter School Special Opportunities III, LLC hold all of the Preferred Equity Interests. On a fully diluted basis, as of the Petition Date, Orthogon holds 52.10% of the total equity, Stuart Ellis owns 16.79%, and Bradley Coburn (either directly or through certain vehicles) owns 14.57%. There are no other significant shareholders.

3.2 Events Leading to the Commencement of the Chapter 11 Case

a. Liquidity Constraints and Capital Raising Efforts

Prior to the COVID-19 pandemic, the Money To Run Your School business line financed, at its peak, approximately \$300 million in receivables per year. However, in connection with the COVID-19 related pandemic relief, governmental agencies provided substantial monetary relief to public educational institutions—including charter schools—the primary population served by Money To Run Your School had a substantial decrease in the need for ongoing receivables financing. The COVID-related funding programs, in particular the Elementary and Secondary School Emergency Relief Fund (ESSER), have since concluded, but schools generally remained in relatively strong financial condition with limited need for additional funding. In calendar year 2024, Money To Run Your School financed approximately \$32.6 million in receivables.

The combined effects of the reduction in activity in the Debtor's Money To Run Your School business, the company's unsuccessful attempts to find a new capital partner to replace former private equity sponsor American Education Properties, a significant increase in interest rates and real estate carrying costs, and related disruptions to the municipal bond market that the company needed to access to exit property investments, all resulted in increasing financial stress on the Debtor. Since at least 2022, the Debtor and its subsidiaries have experienced significant liquidity issues. Between 2022 and the Petition Date, the Debtor took a number of actions to reduce costs while maintaining operations, and preserving the school properties for eventual monetization, including reducing its workforce headcount by approximately 40%.

The Debtor also unsuccessfully sought equity capital and other financing from 2022 through the Petition Date. Throughout 2023-24, the Debtor also engaged in multiple rounds of discussions with real estate lenders seeking higher advance rates for the SPE's real property acquisitions—but those discussions did not lead to transactions to refinance a sufficient share of the school properties portfolio. While certain properties were refinanced, the refinancing was not enough to solve for the Debtor's liquidity challenges.

Prior to the Petition Date, the Debtor also engaged in efforts to sell the properties in the Debtor's portfolio in order to generate liquidity. These efforts also targeted key strategic partners who have access to municipal bond financings through large financial institutions and global investment funds. These efforts were ultimately unsuccessful.

b. The Orthogon Arbitration

In 2023, existing preferred shareholder Orthogon agreed to purchase \$11.6 million of preferred equity securities of the Debtor. In connection with its investment, the Debtor provided Orthogon with certain financial diligence. In August of 2023, certain errors were identified in that financial diligence and Orthogon demanded the return of its investment. However, because the Debtor deployed that investment to acquire real estate, it was not feasible to quickly liquidate the acquired real estate or reverse the real estate acquisitions in order to redeem Orthogon's recently acquired preferred equity. A dispute ensued.

In or around June 2024, the Debtor and Orthogon began discussions around a settlement framework to resolve their dispute, and drafted a document called the "CSC Preferred Stock Framework" (the "Framework"). The Framework contemplated that Orthogon would toll its claims against the Debtor and, in exchange, would have certain rights with respect to asset monetization transactions and the use of proceeds thereof. The final documentation contemplated by the CSC Preferred Stock Framework was never executed.

In November 2024, the Debtor closed on a transaction for the sale of two school properties, entered into an asset purchase agreement for a third property, and refinanced one school property (the "November Transaction"). The November Transaction was funded in part by cash generated by the refinancing of one of the Debtor's properties. While Orthogon had expressed its support for the November Transaction between June and October 2024, Orthogon Board representative Dr. Rishi Ganti later reversed his position, voting against and seeking to block the November Transaction at the Board Meeting where final approval of the November Transaction was considered. The Board approved the November Transaction, which closed on November 14, 2024.

Orthogon challenged the November Transaction as a breach of the CSC Preferred Stock Framework and commenced the Arbitration on December 20, 2024. On May 22, 2025, the arbitrator issued the Arbitration Award in favor of Orthogon in the amount of \$3,061,876.46 (inclusive of fees and costs), in addition to pre-judgment and post-judgment interest. Confirmation of the Arbitration Award and enforcement of any judgment obtained by Orthogon posed an immediate threat to the operations of the Debtor and its non-debtor affiliates, the Debtor's ability to continue as a going concern, and the Debtor's ability to consummate a value-maximizing transaction through an orderly process.

c. Appointment of Restructuring Committee

In light of the dispute with Orthogon and the potential transactions the Debtor was considering at the time, in mid-April 2025, the Board considered the appointment of independent directors to assess and explore the Debtor's strategic alternatives. At that time, the Board was composed of three members: (i) Stuart Ellis (with four votes); (ii) Bradley C. Coburn (with one

vote); and (iii) Dr. Rishi Ganti, appointed by Orthogon (with one vote). An additional board seat subject to appointment at the election of Mr. Ellis was vacant. On or around May 15, 2025, in accordance with the Debtor's governing documents, Mr. Coburn resigned from the Board, and Edward Weisfelner and Craig Jalbert were appointed as independent directors of the Board. On May 20, 2025, the Board appointed Messrs. Weisfelner and Jalbert to serve on the Restructuring Committee to evaluate restructuring proposals and granted the Restructuring Committee the authority and duties as the Board may deem advisable from time to time. On May 30, 2025, the Board approved the delegation to the Restructuring Committee of full authority to review, consider and approve strategic alternatives for the Debtor, including, but not limited to, the authority to approve the commencement of the Chapter 11 Case.

d. Potential Acquiror Term Sheet and Chapter 11 Sale Process

In April 2025, as a result of Debtor's efforts, the Debtor received a proposal from a potential strategic acquirer for 100% of the stock and all related securities of the Debtor. This party would eventually become the Purchaser. The eventual Purchaser's initial proposal would have provided meaningful value to the Debtor's enterprise, including to Orthogon. In late May 2025, following additional diligence, the Purchaser provided a revised proposal that contemplated a section 363 bankruptcy sale. On June 3, 2025, the Debtor engaged Rock Creek to lead the sale process and provide financial advisory support during the Chapter 11 Case.

3.3 The Chapter 11 Case

a. Generally

As set forth above, on the Petition Date, the Debtor Filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The commencement of a chapter 11 case created an estate that is composed of all of the legal and equitable interests of the debtor as of that date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession." Prior to the Sale, the Debtor continued to operate its business and manage its property as a debtor and debtor in possession. No trustee, examiner, or committee has been appointed in the Chapter 11 Case.

The filing of the Debtor's bankruptcy petition on the Petition Date triggered the immediate imposition of the automatic stay under Bankruptcy Code section 362, which, with limited exceptions, enjoins all collection efforts and actions by creditors, the enforcement of liens against property of the Debtor and both the commencement and the continuation of prepetition litigation against the Debtor. With certain limited exceptions and/or modifications as permitted by order of the Bankruptcy Court, the automatic stay will remain in effect from the Petition Date until the Effective Date of the Combined Disclosure Statement and Plan.

b. "First Day" Motions and Related Applications

Commencing on the Petition Date, the Debtor Filed the following "first-day" motions and applications (collectively, the "First Day Motions") designed to ease the Debtor's transition into chapter 11, maximize the value of the Assets, and minimize the effects of the commencement of the Chapter 11 Case on its business:

- i. *Application of Debtor for Entry of an Order (I) Approving the Retention and Appointment of Epiq Corporate Restructuring, LLC as the Claims and Noticing Agent to the Debtor, Effective as of the Petition Date, and (II) Granting Related Relief [Docket No. 2] (the “Claims Agent Retention Application”);*
- ii. *Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Maintain Existing Insurance Programs and Pay all Obligations Arising Thereunder and (B) Renew, Revise, Extend, Supplement, or Enter into New Insurance Programs; (II) Authorizing All Banks to Honor Payments of Insurance Obligations; and (III) Granting Related Relief [Docket No. 3] (the “Insurance Motion”);*
- iii. *Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing, but Not Directing, the Debtor to (A) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Workforce Obligations and (B) Continue Certain Employee Benefit Programs in the Ordinary Course; (II) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Workforce Obligations; and (III) Granting Related Relief [Docket No. 4] (the “Wages Motion”); and*
- iv. *Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Continue to Operate Its Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Business Forms; (II) Authorizing the Debtor’s Banks to Honor All Related Payment Requests; and (III) Granting Related Relief [Docket No. 5] (the “Cash Management Motion”).*

Also on the Petition Date, the Debtor filed the *Debtor’s Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 544 of the Bankruptcy Code for Entry of an Order (I) Authorizing the Debtor to Reject a Certain Unexpired Lease and Certain Contracts Effective as of the Petition Date; (II) Abandoning any Remaining Personal Property Located at the Leased Premises; and (III) Granting Certain Related Relief [Docket No. 6] (the “Rejection Motion”).*

On June 9, 2025, the Bankruptcy Court entered orders (i) approving the relief requested in the Claims Agent Retention Application [Docket No. 26] on a final basis, and (ii) approving the relief requested in the Wages Motion [Docket No. 24], the Cash Management Motion [Docket No. 25], and the Insurance Motion [Docket No. 27] on an interim basis.

On June 29, 2025, the Debtor filed the DIP Motion, which was approved on an interim basis on July 2, 2025 [Docket No. 93] and on a final basis through the DIP Order entered by the Bankruptcy Court on July 16, 2025 [Docket No. 115].

On June 30, 2025, the Bankruptcy Court entered orders approving, on a final basis, the relief requested in the Rejection Motion [Docket No. 76], the Wages Motion [Docket No. 77], the Cash Management Motion [Docket No. 78], and the Insurance Motion [Docket No. 81].

c. Retention of Professional Advisors

In the wake of the Debtor's liquidity constraints, the Board, and later the Restructuring Committee, began to increasingly consider the need for the Debtor to restructure to ensure that the Debtor could move forward as a viable business. In May of 2025, the Debtor engaged Goodwin Procter LLP, as restructuring counsel, and Potter Anderson & Corroon LLP, as restructuring co-counsel. In June of 2025, the Debtor engaged Rock Creek as financial advisor and sales agent.

Pursuant to orders entered on July 22, 2025, the Bankruptcy Court authorized the Debtor to retain and employ (i) Goodwin Procter LLP as restructuring counsel [Docket No. 136]; (ii) Potter Anderson & Corroon LLP as restructuring co-counsel [Docket No. 141]; and, (iii) Rock Creek as financial advisor and sales agent [Docket No. 138]. On August 22, 2025, the Bankruptcy Court authorized the Debtor to retain Epiq Corporate Restructuring, LLC as its administrative advisor [Docket No. 203]. The Bankruptcy Court also authorized the Debtor to retain and employ certain professionals utilized by the Debtor in the ordinary course of business [Docket No. 79].

d. The Asset Sale¹¹

The Debtor engaged Rock Creek in early June 2025 to provide various restructuring financial advisory and sale-related services. Upon commencing its engagement, Rock Creek provided assistance in numerous areas including in connection with the Debtor's sale process. Beginning on or around June 3, 2025 and continuing thereafter, Rock Creek began outreach to a broad universe of relevant strategic and financial parties to assess interest in an acquisition of all, or substantially all, of the Debtor's Assets.

In total, Rock Creek reached out to approximately 306 parties (49 strategic and 257 financial), sent marketing materials, set up a comprehensive data room, offered advisor and management calls, and made themselves available to answer diligence questions. Throughout the process, Rock Creek provided updates to the Restructuring Committee regarding the marketing efforts and the status of discussions with potentially interested parties.

On July 2, 2025, the Court entered the Bidding Procedures Order, setting the timeline for the sale process, including setting July 2, 2025 as the deadline for selection of a Stalking Horse Bidder, July 16, 2025 at 5:00 pm (ET) as the deadline to submit Qualified Bids, and July 17, 2025 as the deadline to designate Qualified Bids or to cancel the Auction, as applicable.

Also on July 2, 2025, the Debtor filed a notice of designation¹² naming the Purchaser as the Stalking Horse Bidder in accordance with the Bidding Procedures Order and designating the Purchaser's bid as the stalking horse bid (the "Stalking Horse Bid"). The Debtor received no objections, informal or otherwise, to the designation of the Purchaser as the Stalking Horse Bidder, and the Court entered the Stalking Horse Order [Docket No. 108] permitting the Debtor to enter

¹¹ Capitalized terms used in this section and not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures and Sale Motion or the Bidding Procedures Order, as applicable.

¹² *Notice of Designation of New GS, LLC as Stalking Horse Bidder* (the "Stalking Horse Notice") [Docket No. 95].

into a purchase agreement with the Stalking Horse Bidder (the “Stalking Horse Agreement”) and designating the Stalking Horse Bid as a Qualified Bid.

On July 17, 2025, following the Bid Deadline, the Restructuring Committee convened a meeting to discuss the outcome of the sales process, and determined that no Qualified Bids had been received. That same day, in accordance with the Bid Procedures, the Debtor filed a notice naming the Purchaser as the Successful Bidder and canceling the Auction.

On July 17, 2025, Orthogon filed the *Preliminary Objection Of Orthogon To Debtor’s Motion For Entry Of An Order Approving Sale Of The Debtor’s Assets Free And Clear Of Liens, Claims, Interests and Encumbrances* (the “Orthogon Sale Objection”) [Docket No. 122], objecting to certain aspects of the Sale.

On July 24, 2025, the Debtor filed the *Debtor’s Reply in Further Support of Motion for Entry of an Order Approving the Sale of the Debtor’s Assets Free and Clear of Liens, Claims, Interest and Encumbrances* [Docket No. 161] in reply to the Orthogon Objection.

The Bankruptcy Court held a contested hearing and approved the Sale on July 25, 2025, and entered the Sale Order [Docket No. 171] approving the Sale on July 26, 2025, overruling the Orthogon Sale Objection. The Sale closed on July 29, 2025. Pursuant to the Asset Purchase Agreement, the Debtor sold substantially all of its Assets to the Purchaser; however, approximately \$3 million in receivables were carved out of the Assets the Purchaser acquired through the Sale. These New Purchased Receivables remain with the Debtor’s Estate and have begun to be redeemed, providing liquidity for the Estate.

As contemplated by the Asset Purchase Agreement, the Debtor entered into a Transition Services Agreement (the “TSA”) with the Purchaser, which provided the Purchaser with, among other things, time to identify which of the Debtor’s employees the Purchaser sought to hire. The TSA expired on September 5, 2025, with the majority of the Debtor’s employees receiving and accepting offers of employment from the Purchaser. Following the expiration of the TSA, the Debtor sought assistance from its former employees in connection with, among other things, (i) servicing of the approximately \$3 million in New Purchased Receivables carved out of the Sale to the Purchaser and (ii) assistance with the wind down of the Debtor’s Estate. To that end, the Debtor entered into a Services Agreement with the Purchaser, pursuant to which the Debtor pays a flat fee of \$100,000 for the servicing of the remaining New Purchased Receivables and the hourly rates of applicable former employees on an as-needed basis.

The Cash proceeds from the Sale plus the proceeds of the remaining New Purchased Receivables form the preliminary basis for the Distributions contemplated under the Combined Disclosure Statement and Plan. Following the closing of the Sale, the Debtor anticipated full payment of Creditors’ Claims.

e. Schedules and Bar Dates

On July 15, 2025, the Debtor Filed the Schedules. Among other things, the Schedules set forth the Claims of known or putative Creditors against the Debtor as of the Petition Date, based upon the Debtor’s books and records.

On August 11, 2025, the Debtor Filed the *Debtor's Motion for Entry of an Order (I) Establishing Deadlines for the Filing of Proofs of Claim (Including for Claims Arising Under Section 503(B)(9) of the Bankruptcy Code), Proofs of Interest, and Administrative Expense Claims; (II) Approving the Forms and Manner of Notice Thereof; and (III) Granting Related Relief* [Docket No. 189] (the "Bar Date Motion"). On August 27, 2025, the Court entered the Bar Date Order [Docket No. 212], granting the relief requested in the Bar Date Motion. The Bar Date Order established the General Bar Date as September 29, 2025 at 5:00 p.m. (prevailing Eastern Time), the Interest Bar Date as September 29, 2025 at 5:00 p.m. (prevailing Eastern Time), and the Initial Administrative Claim Bar Date as September 29, 2025 at 5:00 p.m. (prevailing Eastern Time). As described in detail below, the Combined Disclosure Statement and Plan contemplates the establishment of a Final Administrative Claim Bar Date and Professional Fee Claims Bar Date pursuant to the Confirmation Order.

The projected recoveries set forth in the Combined Disclosure Statement and Plan are based on certain assumptions, including the Debtor's estimates of the Claims and Interests that will eventually be Allowed in various Classes. There is no guarantee that the ultimate amount of each of such categories of Claims and Interests will correspond to the Debtor's estimates. The Debtor or the Plan Administrator, as applicable, and their professionals will investigate Claims and Interests Filed against the Debtor to determine the validity of such Claims. The Debtor or the Plan Administrator, as applicable, may File objections to Claims and Interests that are Filed in improper amounts or classifications, or are otherwise subject to objection under the Bankruptcy Code or other applicable law.

f. The Combined Disclosure Statement and Plan

Based upon the Debtor's analysis and expectation following the Sale, on September 16, 2025, the Debtor filed its *Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Old School, Inc.* at Docket No. 233, and contemporaneously filed a Motion at Docket No. 234 seeking conditional approval of the Disclosure Statement for solicitation purposes. That version of the Combined Disclosure Statement and Plan contemplated Creditors being paid in full, with Holders of Preferred Equity Interests in Class 4 serving as the Impaired Class for voting purposes.

Prior to the passage of the General Bar Date, certain proofs of claim were filed which the Debtor had not previously contemplated. The Debtor worked with its financial advisor to analyze the claims register and the Debtor's capital structure and preliminarily concluded that, absent disallowance or subordination of certain of the filed Claims, there may not be sufficient cash in the Debtor's estate to pay all unsecured creditors in full. Accordingly, on October 9, 2025, the Debtor filed an amended version of the Combined Disclosure Statement and Plan to reflect that Class 3 (General Unsecured Claims) would be the Impaired Class for voting purposes and solicited that version of the Combined Disclosure Statement and Plan pursuant to the Court's Solicitation Procedures Order.

Following solicitation, the Debtor consensually resolved significant General Unsecured Claims. One large General Unsecured Claim in the amount of \$3,245,541.65 was withdrawn [Docket No. 281], and the Indemnification Claims (defined below) have been consensually reclassified as Class 5 510(b) Claims. Accordingly, the Debtor further amended the Combined

Disclosure Statement and Plan such that Holders of Claims in Class 3 (General Unsecured Claims) are now anticipated to receive a full recovery with postpetition interest on their Allowed General Unsecured Claims as required by applicable law. The Debtor is continuing to consider how to resolve other Filed Claims and reserves all rights to object to or seek to subordinate or disallow Claims. **The ultimate disallowance or subordination of certain Claims may result in higher or lower recoveries for Interest Holders. However, nothing herein should be construed as a guarantee of any recovery.**

g. Treatment of Indemnification Claims

Prior to the General Bar Date, Stuart Ellis and Brad Coburn, former directors and officers of the Debtor, filed proofs of claim for, among other things, indemnification and advancement of defense costs in connection with that certain litigation pending in the United States District Court for the Southern District of New York under the caption *Orthogon Charter School Special Opportunities LLP, et. al. v. Stuart Ellis and Brad Coburn*, Case No. 25-cv-7193. See Claim Nos. 10014 & 10015 (the “Indemnification Claims”). The Debtor believes that the Indemnification Claims are subject to disallowance and expungement pursuant to section 502(e)(1)(B) of the Bankruptcy Code and/or mandatory subordination pursuant to section 510(b) of the Bankruptcy Code. The Debtor Filed an objection to the Indemnification Claims. The Debtor resolved the Indemnification Claims by reclassifying them as Class 5 510(b) Claims in accordance with the stipulation Filed at Docket No. 295.

h. The Wind-Down of the Estate

Since the Closing of the Sale, the Debtor has focused on efficiently winding down its business, preserving Cash, and monetizing its remaining Assets. The Debtor’s remaining Assets (which, upon the Effective Date, shall constitute the Plan Administration Assets) currently consist of (i) Remaining Cash, (ii) after payment of Allowed Professional Fees Claims, Cash in the Professional Fee Reserve (if any), (iii) after payment of Allowed Professional Fee Claims, any retainers, deposits, or similar instruments or agreements held by the Debtor’s Professionals, (iv) the Excluded Assets, (v) the Retained Causes of Action, (vi) any outstanding New Purchased Receivables (if any), and (vii) any and all other Assets of the Debtor other than Acquired Assets. This Combined Disclosure Statement and Plan provides for the Plan Administration Assets, to the extent not already liquidated, to be liquidated over time and the proceeds thereof to be distributed to holders of Allowed Claims in accordance with the terms of the Combined Disclosure Statement and Plan and the treatment of Allowed Claims and Allowed Interests described more fully herein. The Plan Administrator will effect such liquidation and distributions.

ARTICLE IV
CONFIRMATION AND VOTING PROCEDURES

4.1 Confirmation Procedure.

The Solicitation Procedures Order, among other things, conditionally approves the Combined Disclosure Statement and Plan for solicitation purposes only and authorizes the Debtor to solicit votes to accept or reject the Combined Disclosure Statement and Plan. The Confirmation Hearing has been scheduled for **November 24, 2025 at 10:00 a.m. (prevailing Eastern Time)** at

the Bankruptcy Court, 824 North Market Street, 3rd Floor, Courtroom 7, Wilmington, Delaware 19801 to consider (a) final approval of the disclosures contained in the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125 and (b) confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129. The Confirmation Hearing may be adjourned from time to time by the Debtor without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by Filing a notice with the Bankruptcy Court.

4.2 Procedure for Objections.

Any objection to final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125 or confirmation of the Combined Disclosure Statement and Plan must be made in writing and Filed with the Bankruptcy Court and served so that it is received by the following parties no later than **November 17, 2025 at 4:00 p.m. (prevailing Eastern Time)**: (i) counsel to the Debtor, (a) Goodwin Procter LLP, 620 Eighth Avenue, New York, New York 10018 (Attn: Stacy Dasaro (sdasaro@goodwinlaw.com) and Kizzy Jarashow (kjarashow@goodwinlaw.com)); and (b) Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801 (Attn: Aaron H. Stulman (astulman@potteranderson.com) and Brett M. Haywood (bhaywood@potteranderson.com)); and (ii) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey, Esq. (linda.casey@usdoj.gov)). Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court at the Confirmation Hearing.

4.3 Requirements for Confirmation.

The Bankruptcy Court will confirm the Combined Disclosure Statement and Plan only if it meets all the applicable requirements of Bankruptcy Code section 1129. Among other requirements, the Combined Disclosure Statement and Plan (i) must be accepted by all Impaired Classes of Claims or Interests or, if rejected by an Impaired Class, the Combined Disclosure Statement and Plan must not “discriminate unfairly” against and be “fair and equitable” with respect to, such Class; and (ii) must be feasible. The Bankruptcy Court must also find that the Combined Disclosure Statement and Plan: (i) has classified Claims and Interests in a permissible manner; (ii) complies with the technical requirements of chapter 11 of the Bankruptcy Code; and (iii) has been proposed in good faith.

4.4 Solicitation and Voting Procedures.

Class 3 (General Unsecured Claims) was the Voting Class. Except as otherwise ordered by the Bankruptcy Court, only Holders of Allowed Claims in Class 3 against the Debtor could vote on the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1126. To vote on the Combined Disclosure Statement and Plan, a Holder must have held an Allowed Claim in Class 3 (General Unsecured Claims).

Accordingly, a Ballot for acceptance or rejection of the Combined Disclosure Statement and Plan was provided only to Holders of Allowed Claims in Class 3 (General Unsecured Claims).

The Solicitation Packages provided to Holders of General Unsecured Claims in the Voting Class contained: (a) the *Second Amended Combined Disclosure Statement and Plan* [Docket No. 267]; (b) the Confirmation Hearing Notice; (c) a Ballot, including voting instructions and a preaddressed, postage prepaid return envelope; (d) the Solicitation Procedures Order (without exhibits); and (e) such other materials as the Bankruptcy Court may have directed or approved, or that the Debtor deemed appropriate. Holders of all other Claims and Interests in non-voting classes that were deemed to either accept or reject the Combined Disclosure Statement and Plan and other parties in interest received only the Confirmation Hearing Notice, a Notice of Non-Voting Status, and/or a copy of the Combined Disclosure Statement and Plan. Copies of the Combined Disclosure Statement and Plan and any exhibits annexed thereto are available on the Claims Agent's website at <https://dm.epiq11.com/case/oldschool>. Any Creditor or party-in-interest can request a hard copy of the Combined Disclosure Statement and Plan be sent to them by regular mail by contacting the Claims Agent by email at charterschoolcapitalinfo@epiqglobal.com.

Pursuant to the Solicitation Procedures Order, the Voting Record Date for determining which Holders of Claims in Class 3 could vote on the Combined Disclosure Statement and Plan was October 8, 2025.

The Voting Deadline by which the Claims Agent must have **ACTUALLY RECEIVED original Ballots was November 17, 2025, at 4:00 p.m. (prevailing Eastern time)**. To be counted as votes to accept or reject the Combined Disclosure Statement and Plan, Ballots must have been properly executed, completed, and delivered to the Claims Agent at the following address, if by first class mail: Old School, Inc., c/o Epiq Ballot Processing, P.O. Box 4422, Beaverton, OR 97076-4422; or if by overnight courier, messenger, or hand delivery: Old School, Inc., c/o Epiq Ballot Processing, 10300 SW Allen Boulevard, Beaverton, OR 97005. In addition to accepting paper Ballots by mail, overnight courier, and personal delivery, Ballots from Holders of General Unsecured Claims in the Voting Class may have been submitted electronically (an "E-Ballot") and transmitted solely through a customized online balloting portal at <https://dm.epiq11.com/oldschool> and under the "Case Actions" section by clicking on "E-Ballot" (the "E-Balloting Portal"). Parties entitled to vote may have cast an electronic Ballot and electronically signed and submitted the Ballot instantly by utilizing the E-Balloting Portal, which allows a Holder to submit an electronic signature. The instructions for submission of E-Ballots were set forth on the Ballot. The encrypted Ballot data and audit trail created by such electronic submission became part of the record of any Ballot submitted in this manner and the Holder's electronic signature were deemed to be immediately legally valid and effective.

If you were entitled to vote to accept or reject the Combined Disclosure Statement and Plan, a Ballot was enclosed in your Solicitation Package. Subject to the Tabulation Procedures (as defined in the Solicitation Procedures Order), which are incorporated into this Combined Disclosure Statement and Plan by reference, any Ballot that was timely and properly submitted electronically or received physically will be counted and will be deemed to be cast as an acceptance, rejection, or abstention, as the case may be, of the Combined Disclosure Statement and Plan.

4.5 Classification of Claims and Interests.

Bankruptcy Code section 1123 provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with Bankruptcy Code section 1123, the Combined Disclosure Statement and Plan divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to Bankruptcy Code section 1123(a)(1) need not be and have not been classified). The Debtor is required, under Bankruptcy Code section 1122, to classify Claims and Interests into Classes that contain Claims or Interests that are substantially similar to the other Claims or Interests in such Class.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtor believes that the Combined Disclosure Statement and Plan complies with such standard. If the Bankruptcy Court finds otherwise, however, it could deny confirmation of the Combined Disclosure Statement and Plan if the holders of Claims or Interests affected do not consent to the treatment afforded them under the Combined Disclosure Statement and Plan.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving distributions pursuant to the Combined Disclosure Statement and Plan only to the extent that such Claim is an Allowed Claim in that Class, and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

The Debtor believes that the Combined Disclosure Statement and Plan has classified all Claims and Interests in compliance with the provisions of Bankruptcy Code section 1122 and applicable case law. It is possible that a Holder of a Claim or Interest may challenge the Debtor's classification of Claims or Interests and that the Bankruptcy Court may find that a different classification is required for the Combined Disclosure Statement and Plan to be confirmed. If such a situation develops, the Debtor intends, in accordance with the terms of the Combined Disclosure Statement and Plan, to make such permissible modifications to the Combined Disclosure Statement and Plan as may be necessary to permit its confirmation. Any such reclassification could adversely affect holders of Claims or Interests by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Combined Disclosure Statement and Plan.

EXCEPT AS SET FORTH IN THE COMBINED DISCLOSURE STATEMENT AND PLAN, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM OR INTEREST AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BY ANY HOLDER OF A CLAIM OR INTEREST PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE COMBINED DISCLOSURE STATEMENT AND PLAN'S TREATMENT OF SUCH HOLDER OF A CLAIM OR INTEREST REGARDLESS OF

THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any Impaired Claim or Interest that ultimately is Allowed by the Bankruptcy Court may vary from any estimated amount of such Claim or Interest and, accordingly, the total Claims or Interests that are ultimately Allowed by the Bankruptcy Court with respect to each Class of Claims or Interests may also vary from any estimates contained herein with respect to the aggregate Claims or Interests in any Class. Thus, the actual recovery ultimately received by a particular Holder of an Allowed Claim or Allowed Interest may be adversely or favorably affected by the aggregate amount of Claims or Interests Allowed in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated amounts could result in material adjustments to recovery estimates provided herein or the actual Distribution received by Creditors and Holders of Interests. The projected recoveries are based on information available to the Debtor as of the date hereof and reflect the Debtor's views as of the date hereof only.

The classification of Claims and Interests and the nature of distributions to members of each Class are summarized herein. The Debtor believes that the consideration, if any, provided under the Combined Disclosure Statement and Plan to Holders of Claims and Interests reflects an appropriate resolution of their Claims and Interests taking into account the differing nature and priority (including any applicable contractual subordination) of such Claims and Interests. The Bankruptcy Court must find, however, that a number of statutory tests are met before it may confirm the Combined Disclosure Statement and Plan. Many of these tests are designed to protect the interests of Holders of Claims or Interests who are not entitled to vote on the Combined Disclosure Statement and Plan, or do not vote to accept the Combined Disclosure Statement and Plan, but who will be bound by the provisions of the Combined Disclosure Statement and Plan if it is confirmed by the Bankruptcy Court.

4.6 Impaired Claims and Interests

Pursuant to the provisions of the Bankruptcy Code, only classes of claims or interests that are "impaired" (as defined in Bankruptcy Code section 1124) under a plan may vote to accept or reject such plan. Generally, a claim or interest is impaired under a plan if the holder's legal, equitable, or contractual rights are changed under such plan. In addition, if the holders of claims or interests in an impaired class do not receive or retain any property under a plan on account of such claims or interests, such impaired class is deemed to have rejected such plan under Bankruptcy Code section 1126(g) and, therefore, such holders are not entitled to vote on such plan.

As of the Solicitation Date, under the Combined Disclosure Statement and Plan, Holders of Preferred Equity Interests in Class 4, 510(b) Claims in Class 5, and Other Equity Interests in Class 6 were Impaired and did not stand to receive or retain any property under the Combined Disclosure Statement and Plan on account of such Claims or Interests and, therefore, were not entitled to vote on the Combined Disclosure Statement and Plan and were deemed to reject the Combined Disclosure Statement and Plan. Under the Combined Disclosure Statement and Plan, Holders of Claims in Classes 1 and 2 were Unimpaired and, therefore, were not entitled to vote on the Combined Disclosure Statement and Plan and were deemed to accept the Combined Disclosure Statement and Plan. Holders of Class 3 General Unsecured Claims were Impaired and entitled to vote on the Combined Disclosure Statement and Plan.

After the Solicitation Date, the Debtor consensually resolved material Disputed General Unsecured Claims. The Indemnification Claims have been reclassified as 510(b) Claims, and another material Claim in the amount of \$3,245,541.65 was withdrawn [Docket No. 281]. These resolutions have resulted in the reasonable expectation that Holders of Allowed General Unsecured Claims will be paid in full with postpetition interest on their Allowed General Unsecured Claims as required by applicable law, and Preferred Equity Interests are now likely to receive a Distribution.

4.7 Confirmation Without Necessary Acceptances; Cramdown

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. Under section 1129(a)(10) of the Bankruptcy Code, a plan may be confirmed, even if it is not accepted by all impaired classes of claims (as opposed to interests), if the plan has been accepted by at least one impaired class of claims (if any), and the plan meets the “cramdown” requirements set forth in Bankruptcy Code section 1129(b)(2)(A) or (b)(2)(B), as applicable. Bankruptcy Code section 1129(b) requires that a court find that a plan (a) “does not discriminate unfairly” and (b) is “fair and equitable,” with respect to each non-accepting impaired class of claims or interests. Here, because Holders of Preferred Equity Interests in Class 4, 510(b) Claims in Class 5, and Other Equity Interests in Class 6 were deemed to reject the Combined Disclosure Statement and Plan and, as of the Solicitation Date, were not expected to receive any payment or retain any property hereunder on account of such Preferred Equity Interests, 510(b) Claims, or Other Equity Interests, the Debtor will seek confirmation of the Combined Disclosure Statement and Plan from the Bankruptcy Court by satisfying the “cramdown” requirements set forth in Bankruptcy Code section 1129(b)(2)(B). The Debtor believes that such requirements are satisfied, because, as of the Solicitation Date, no Holder of a Claim or Interest junior to those in Class 3 (General Unsecured Claims) was entitled to receive any property under the Combined Disclosure Statement and Plan, and, as a result of the Orthogon Settlement, Class 3 (General Unsecured Claims), has voted unanimously to accept the Combined Disclosure Statement and Plan. Additionally, now that General Unsecured Claims are expected to be paid in full and Holders of Preferred Equity Interests are expected to receive a Distribution, the Debtor submits that section 1129(a)(10)’s requirement that a plan have at least one impaired accepting class of *claims* (as opposed to *interests*) may no longer apply to this Combined Disclosure Statement and Plan because all Classes of Claims are Unimpaired hereunder.

A plan does not “discriminate unfairly” if (a) the legal rights of a nonaccepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the nonaccepting class and (b) no class receives payments in excess of that which it is legally entitled to receive for its claims or interests. The Debtor believes that, under the Combined Disclosure Statement and Plan, all Impaired Classes are treated in a manner that is consistent with the treatment of other Classes of Claims or Interests that are similarly situated, if any, and no Class of Claims or Interests will receive payments or property with an aggregate value greater than the aggregate value of the Allowed Claims or Allowed Interests in such Class. Accordingly, the Debtor believes that the Combined Disclosure Statement and Plan does not discriminate unfairly as to any Impaired Class.

The Bankruptcy Code provides a nonexclusive definition of the phrase “fair and equitable.” To determine whether a plan is “fair and equitable,” the Bankruptcy Code establishes “cramdown” tests for secured creditors, unsecured creditors and equity holders, as follows:

- a. **Secured Creditors.** Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.
- b. **Unsecured Creditors.** Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- c. **Interests.** Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

As discussed above, the Debtor believes that the Distributions provided under the Combined Disclosure Statement and Plan satisfy the absolute priority rule, where required.

4.8 Feasibility

Bankruptcy Code section 1129(a)(11) requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor (unless such liquidation or reorganization is proposed in the Combined Disclosure Statement and Plan). Inasmuch as the Plan Administration Assets have been, or will be, liquidated and the Combined Disclosure Statement and Plan provides for the Distribution of all of the Cash proceeds of the Plan Administration Assets to Holders of Claims that are Allowed in accordance with the Combined Disclosure Statement and Plan, for purposes of this test, the Debtor has analyzed the ability of the Plan Administrator to meet its obligations under the Combined Disclosure Statement and Plan. Based on the Debtor’s analysis, the Plan Administrator will have sufficient assets to accomplish its tasks under the Combined Disclosure Statement and Plan. Therefore, the Debtor believes that the liquidation pursuant to the Combined Disclosure Statement and Plan will meet the feasibility requirements of the Bankruptcy Code.

4.9 Best Interests Test and Liquidation Analysis

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires the Bankruptcy Court to determine that such plan is in the best interests of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The “best interests” test, as set forth in Bankruptcy Code section 1129(a)(7), requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or

that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor was liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its chapter 11 case was converted to a case under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any impaired class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class.

Because the Combined Disclosure Statement and Plan is a liquidating plan, the "liquidation value" in the hypothetical chapter 7 liquidation analysis for purposes of the "best interests" test is substantially similar to the estimates of the results of the chapter 11 liquidation contemplated by the Combined Disclosure Statement and Plan. However, the Debtor believes that in a chapter 7 liquidation, there would be additional costs and expenses that the Estate would incur as a result of liquidating the Estate in a chapter 7 case.

The costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as the costs of counsel and other professionals retained by the trustee. The Debtor believes such amount would exceed the amount of expenses that would be incurred in implementing the Combined Disclosure Statement and Plan and winding up the affairs of the Debtor. Conversion also would likely delay the liquidation process and ultimate distribution of the Plan Administration Assets. The Estate would also be obligated to pay all unpaid expenses incurred by the Debtor during the Chapter 11 Case (such as compensation for Professionals) that are allowed in the chapter 7 case.

Attached hereto as **Exhibit A** is a hypothetical chapter 7 liquidation analysis, reflecting a greater distribution to Creditors pursuant to the Combined Disclosure Statement and Plan than Creditors would receive in a hypothetical chapter 7 liquidation. Accordingly, the Debtor believes that Holders of Allowed Claims would receive less than anticipated under the Combined Disclosure Statement and Plan if the Chapter 11 Case was converted to a chapter 7 case, and therefore, the classification and treatment of Claims and Interests in the Combined Disclosure Statement and Plan complies with Bankruptcy Code section 1129(a)(7).

4.10 Acceptance of the Combined Disclosure Statement and Plan

The rules and procedures governing eligibility to vote on the Combined Disclosure Statement and Plan, solicitation of votes, and submission of ballots are set forth in the Solicitation Procedures Order. For the Combined Disclosure Statement and Plan to be accepted by an Impaired Class of Claims, at least two-thirds in the amount of the Claims voting in such Class and at least

one-half in number of the Claims in such Class must vote to accept the Combined Disclosure Statement and Plan.

IF YOU ARE ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN, YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL THE BALLOT YOU RECEIVE. PLEASE BE SURE TO COMPLETE ALL BALLOT ITEMS PROPERLY AND LEGIBLY. IF YOU ARE A HOLDER OF A GENERAL UNSECURED CLAIM ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE COMBINED DISCLOSURE STATEMENT AND PLAN, PLEASE CONTACT THE CLAIMS AGENT BY EMAIL AT: CHARTERSCHOOLCAPITALINFO@EPIQGLOBAL.COM. THE CLAIMS AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

ARTICLE V
CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING

THE COMBINED DISCLOSURE STATEMENT AND PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF GENERAL UNSECURED CLAIMS WHO ARE ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE DOCUMENTS DELIVERED TOGETHER HERewith OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE COMBINED DISCLOSURE STATEMENT AND PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE COMBINED DISCLOSURE STATEMENT AND PLAN AND ITS IMPLEMENTATION.

5.1 The Combined Disclosure Statement and Plan May Not Be Confirmed

Even if the Debtor receives the requisite acceptances, or otherwise meets the applicable legal requirements for cramdown, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Combined Disclosure Statement and Plan. Even if the Bankruptcy Court determined that the Combined Disclosure Statement and Plan and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Combined Disclosure Statement and Plan if it finds that any of the statutory requirements for confirmation had not been met. Moreover, there can be no assurance that modifications to the Combined Disclosure Statement and Plan will not be required for Confirmation or that such modifications would not necessitate the re-solicitation of votes. If the Combined Disclosure Statement and Plan is not confirmed, it is unclear what Distributions Holders of Allowed Claims or Allowed Interests (to the extent entitled to Distributions) ultimately would receive with respect to such Claims or Interests in a subsequent plan of liquidation.

If the Combined Disclosure Statement and Plan is not confirmed, the Combined Disclosure Statement and Plan will need to be revised and it is unclear whether a chapter 11 liquidation of the Debtor's remaining Assets could be implemented and what Distribution the Holders of Allowed Claims and Allowed Interests would receive. If an alternative could not be agreed to, it is possible that the Debtor would have to liquidate its remaining Assets in chapter 7, in which case it is likely that the Holders of Allowed Claims and Allowed Interests would receive substantially less favorable treatment than they would receive under the Combined Disclosure Statement and Plan. There can be no assurance that the terms of any such alternative would be similar to or as favorable to the Debtor's Creditors and Interest Holders as those proposed in the Combined Disclosure Statement and Plan.

5.2 Distributions to Holders of Allowed Claims and Interests under the Combined Disclosure Statement and Plan May Be Inconsistent with Projections

Projected Distributions are based upon good faith estimates of the total amount of Claims and Interests ultimately Allowed and the funds available for Distribution. There can be no assurance that the estimated Claim or Interest amounts set forth in the Combined Disclosure Statement and Plan are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors. Both the actual amount of Allowed Claims and Allowed Interests in a particular Class and the funds available for distribution to such Class may differ from the Debtor's estimates. If the total amount of Allowed Claims or Allowed Interests in a Class is higher than the Debtor's estimates, or the funds available for Distribution to such Class are lower than the Debtor's estimates, the percentage recovery to Holders of Allowed Claims or Allowed Interests in such Class will be less than projected. For example, Orthogon has asserted claims against certain former officers and directors of the Debtor in the United States District Court for the Southern District of New York, in a case pending under the caption *Orthogon Charter School Special Opportunities LLP, Orthogon Charter School Special Opportunities II, LP and Orthogon Charter School Special Opportunities III, LLC v. Stuart Ellis and Brad Coburn*, Civ. Action No. 25-cv-7193 (S.D.N.Y. filed Aug. 29, 2025) (the "New York D&O Litigation"). This litigation could lead to claims against the Debtor for, among other things, indemnification and advancement of defense costs by the defendant former officers and directors (the "D&O Claims"). The New York D&O Litigation could also result in the Debtor itself incurring costs associated with formal or informal third-party discovery. Such claims could have a material impact on the funds available for Distribution and, therefore, the recovery by Holders of Allowed Claims and Allowed Interests.

5.3 Objections to Classification of Claims

Bankruptcy Code section 1122 requires that the Combined Disclosure Statement and Plan classify Claims and Interests. The Bankruptcy Code also provides that the Combined Disclosure Statement and Plan may place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests of such Class. The Debtor believes that all Claims and Interests have been appropriately classified in the Combined Disclosure Statement and Plan. To the extent that the Bankruptcy Court finds that a different classification is required for the Combined Disclosure Statement and Plan to be confirmed, the Debtor may seek to (i) modify the Combined Disclosure Statement and Plan to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any Holder of Claims or

Interests in a Voting Class pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims or Interests, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Combined Disclosure Statement and Plan, by changing the composition of such Class and the vote required for consensual approval of the Combined Disclosure Statement and Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Combined Disclosure Statement and Plan based upon such reclassification. Except to the extent that modification of classification in the Combined Disclosure Statement and Plan requires resolicitation, the Debtor will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Combined Disclosure Statement and Plan by any Holder of Claims or Interests pursuant to this solicitation will constitute a consent to the Combined Disclosure Statement and Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member. The Debtor believes that under the Bankruptcy Rules, it would be required to resolicit votes for or against the Combined Disclosure Statement and Plan only when a modification adversely affects the treatment of the Claim or Interest of any Holder in a Voting Class.

The Bankruptcy Code also requires that the Combined Disclosure Statement and Plan provide the same treatment for each Claim of a particular Class unless the Holder of a particular Claim agrees to a less favorable treatment of its Claim. The Debtor believes that the Combined Disclosure Statement and Plan complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Combined Disclosure Statement and Plan does not satisfy such requirement, the Bankruptcy Court could deny confirmation of the Combined Disclosure Statement and Plan. Issues or disputes relating to classification and/or treatment could result in a delay in the confirmation and consummation of the Combined Disclosure Statement and Plan and could increase the risk that the Combined Disclosure Statement and Plan will not be consummated.

5.4 Failure to Consummate the Combined Disclosure Statement and Plan

The Combined Disclosure Statement and Plan provides for certain conditions that must be satisfied (or waived) prior to the Confirmation Date and for certain other conditions that must be satisfied (or waived) prior to the Effective Date. As of the date of the Combined Disclosure Statement and Plan, there can be no assurance that any or all of the conditions in the Combined Disclosure Statement and Plan will be satisfied (or waived). Accordingly, there can be no assurance that the Combined Disclosure Statement and Plan will be confirmed by the Bankruptcy Court. Further, if the Combined Disclosure Statement and Plan is confirmed, there can be no assurance that the Combined Disclosure Statement and Plan will be consummated.

5.5 Combined Disclosure Statement and Plan Releases May Not Be Approved

There can be no assurance that the releases, as provided in Article XIV of the Combined Disclosure Statement and Plan, will be granted. Failure of the Bankruptcy Court to grant such relief may result in a plan of liquidation that differs from the Combined Disclosure Statement and Plan, or the Combined Disclosure Statement and Plan not being confirmed.

5.6 Reductions to Estimated Creditor Recoveries

The Allowed amount of Claims or Interests in any Class could be greater than projected, which, in turn, could cause the amount of Distributions to Creditors or Interest Holders in such Class to be reduced substantially. For example, the D&O Claims asserted as a result of the New York D&O Litigation could materially reduce the amount such Distributions. Additionally, the amount of Cash realized from the liquidation of the Plan Administration Assets could be less than anticipated, which could cause the amount of Distributions to Creditors to be reduced substantially.

5.7 Risks Related to Retained Causes of Actions

There is no guarantee that any of the Retained Causes of Action will be prosecuted, or that any such Retained Causes of Action are viable as a matter of fact and/or law. Furthermore, to the extent the Plan Administrator determines to prosecute any potential Retained Causes of Action, there is no guarantee as to the success of pursuing such Retained Causes of Action or that, if successful, that there will be an increase in the funds available for Distribution. The success in pursuing any Retained Causes of Action, as well as the expenses incurred in investigating and prosecuting the Retained Causes of Action, may materially affect the recoveries for the Holders of Allowed Claims. For purposes of the Combined Disclosure Statement and Plan, no value has been ascribed to the Retained Causes of Action.

5.8 Certain Tax Considerations

HOLDERS OF CLAIMS OR INTERESTS CONCERNED WITH HOW THE COMBINED DISCLOSURE STATEMENT AND PLAN MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS, AND ADVISORS. THE BELOW TAX SUMMARY HAS BEEN PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ARE COMPLEX. NOTHING HEREIN SHALL CONSTITUTE TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S PARTICULAR CIRCUMSTANCES.

The following discussion summarizes certain U.S. federal income tax consequences of the Combined Disclosure Statement and Plan to the Debtor and to certain holders of Claims or Interests. This discussion is based on the IRC, the Treasury Regulations promulgated thereunder, judicial decisions, and published administrative rulings and pronouncements of the IRS, all as in effect on the date hereof. Legislative, judicial, or administrative changes in law or its interpretation, as well as other events occurring after the date of this Disclosure Statement, and which may be retroactive, could materially alter the tax treatment described below. Furthermore, this discussion is not binding on the IRS or any other tax authority. There is no assurance that a tax authority will not take, or that a court will not sustain, a position with respect to the tax consequences of the Combined Disclosure Statement and Plan that differs from the tax consequences described below. No ruling has been or will be sought from the IRS, no opinion of counsel has been or will be obtained, and no representations are made regarding any tax aspect of the Combined Disclosure Statement and Plan.

The following discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular Holder in light of such Holder's facts and circumstances, or to certain types of Holders subject to special treatment under the IRC (for example, governmental entities and entities exercising governmental authority, non-U.S. taxpayers, banks and certain other financial institutions, broker-dealers, traders that mark-to-market their securities, insurance companies, tax-exempt organizations, real estate investment trusts, regulated investment companies, persons holding a Claim or Interest as part of a hedge, straddle, constructive sale, conversion transaction, or other integrated transaction, Holders that are or hold their Claims or Interest through a partnership or other pass-through entity, persons subject to the alternative minimum tax or the "Medicare" tax on unearned income, persons who use the accrual method of accounting and report income on an "applicable financial statement," and persons that have a functional currency other than the U.S. dollar). This summary does not address state, local, or non-U.S. tax consequences of the Combined Disclosure Statement and Plan. In addition, this summary does not address federal taxes other than income taxes, nor does it address the Foreign Account Tax Compliance Act. Furthermore, this discussion generally does not address U.S. federal income tax consequences to Holders that are unimpaired under the Combined Disclosure Statement and Plan or that are not entitled to receive or retain any property under the Combined Disclosure Statement and Plan or to Persons who are deemed to have rejected the Combined Disclosure Statement and Plan.

a. Federal Income Tax Consequences to the Debtor.

(i) Sale of Assets. The Sale constituted taxable dispositions of the Debtor's assets. The Debtor will recognize gain or loss equal to the difference between the amount received for those assets in the Sale and the Debtor's adjusted tax basis in those assets. The Debtor expects to have tax losses generated from other activities in the current year that may be used to offset gain from the Sale. The Debtor also expects to have net operating losses ("NOLs") from prior taxable years available that may be carried forward to offset a portion of the gain from the Sale. For NOLs arising prior to 2018, such NOLs can generally be carried forward for 20 years to offset taxable income. As a result of the enactment of the Tax Cuts and Jobs Act of 2017, NOLs arising in 2018 and thereafter can be carried forward indefinitely, but can only offset 80% of taxable income for a taxable year. The Debtor has not done an analysis of the amount of pre-2018 NOLs and NOLs arising in 2018 and thereafter to determine if all taxable income arising from the Debtor's assets sales can be offset with prior NOLs. To the extent current year losses and NOLs and other tax deductions are not available to offset Debtor's gain from the Sale, Debtor will owe tax on such gains. Any such tax will be an Administrative Claim.

(ii) Cancellation of Indebtedness and Reduction of Tax Attributes. For U.S. federal income tax purposes, gross income generally includes income from cancellation of indebtedness ("COD"). In general, the Debtor will have COD income equal to the excess of the amount of debt discharged pursuant to the Combined Disclosure Statement and Plan over the adjusted issue price of the debt, less the amount of cash and the fair market value of property distributed to holders of the debt. Various statutory or judicial exceptions limit the incurrence of COD income. COD income also includes interest accrued on obligations of the Debtor but unpaid at the time of

discharge. An exception to the recognition of COD income applies to a debtor in a chapter 11 bankruptcy proceeding. Bankrupt debtors generally do not include COD in taxable income, but must instead reduce certain tax attributes (such as NOLs, capital losses, certain credits, and the excess of the tax basis of the debtor's property over the amount of liabilities outstanding after discharge) by the amount of COD income that was excluded under the bankruptcy exception. Tax benefits are reduced after the tax is determined for the year of discharge. Existing NOLs will therefore be available to offset gains on asset sales in the year of the discharge regardless of the amount by which NOLs are reduced due to COD income.

b. Exemption from Certain Transfer Taxes.

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any post-Confirmation sale by the Debtor, or any transfer from any Entity pursuant to, in contemplation of, or in connection with this Combined Disclosure Statement and Plan or pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtor or (2) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Combined Disclosure Statement and Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Combined Disclosure Statement and Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

c. Federal Income Tax Consequences to Holders of Claims or Interests.

(i) Characterization. The tax treatment of Holders, and the character, amount, and timing of income, gain, or loss recognized as a consequence of the Combined Disclosure Statement and Plan and any Distributions pursuant to the Combined Disclosure Statement and Plan may vary, depending upon, among other things: (A) whether the Claim (or a portion of the Claim) is for principal or interest; (B) the type of consideration the Holder receives for the Claim or Interest, (C) whether the Holder receives Distributions under the Combined Disclosure Statement and Plan in more than one taxable year; (D) the manner in which the Holder acquired the Claim or Interest; (E) the length of time that the Claim or Interest has been held; (vi) whether the Claim or Interest was acquired at a discount; (F) whether the Holder of the Claim has taken a bad debt deduction with respect to part or all of the Claim; (G) whether the Holder of the Claim has previously included in income accrued but unpaid interest on the Claim; (H) the Holder's method of tax accounting; (I) whether the Claim is an installment obligation for U.S. federal income tax purposes; (J) whether the Claim or Interest, and any instrument received in exchange for the Claim, is a "security" for U.S. federal income tax purposes; and

(K) whether and the manner in which the “market discount” rules of the IRC apply to the Holder of the Claim or Interest.

(ii) Gain and Loss Recognition. Holders that receive cash and property other than stock and securities for their Claim or Interest will recognize gain or loss for U.S. federal income tax purposes equal to the difference between the “amount realized” by the Holder and the Holder’s tax basis in the Claim or Interest. The “amount realized” is the sum of the amount of cash and the fair market value of any other property received under the Combined Disclosure Statement and Plan in respect of the Claim (other than amounts received in respect of a Claim for accrued unpaid interest). The Holder’s tax basis in the Claim or Interest (other than a Claim for accrued unpaid interest) is generally the Holder’s cost, though tax basis could be more or less than cost depending on the specific facts of the Holder. Any gain or loss realized may be capital gain or loss or ordinary gain or loss, depending on the circumstances of the Holder. Such gain or loss may be long-term capital gain or loss if the Claim or Interest disposed of is a capital asset in the hands of the Holder and has been held for more than one year. Each Holder is urged to consult such Holder’s own tax advisor to determine whether gain or loss recognized by such Holder will be long-term capital gain or loss and the specific tax effect thereof on such Holder.

(iii) Interest Issues. Holders that previously included in income accrued but unpaid interest on a Claim may be entitled to a deductible loss to the extent such interest is not satisfied under the Combined Disclosure Statement and Plan. Conversely, a Holder has ordinary income to the extent of the amount of cash or the fair market value of property received in respect of a Claim for (or the portion of a Claim treated as allocable to) accrued unpaid interest that was not previously included in income by the Holder. The Combined Disclosure Statement and Plan treats all amounts payable to a Holder as principal until the principal amount of the Claim has been Paid in Full. The Debtor’s tax returns will be filed in a manner consistent with this allocation, but it is uncertain whether this allocation will be respected by the IRS. The IRS may take the position that payments should be allocated first to interest or should be pro-rated between principal and interest. If the IRS prevails in this assertion, Holders may be required to recognize ordinary interest income even though they have an overall loss (and possibly a capital loss, the deductibility of which may be limited) with respect to such Holder’s Claims. Each Holder is urged to consult such Holder’s own tax advisor regarding the amount of such Holder’s Claim allocable to accrued unpaid interest and the character of any loss with respect to accrued but unpaid interest that the holder previously included in income.

(iv) Bad Debt and Worthless Security Deductions. A Holder who receives, in respect of such Holder’s Claim or Interest, an amount that is less than such Holder’s tax basis in the Claim or Interest may be entitled to a bad debt or worthless securities deduction. The rules governing the character, timing, and amount of these deductions depend upon the facts and circumstances of the Holder, the obligor, and the instrument with respect to which the deduction is claimed, including whether

(i) the Holder is a corporation or (ii) the Claim or Interest constituted (a) a debt created or acquired (as the case may be) in connection with the Holder's trade or business or (b) a debt, the loss from worthlessness of which is incurred in the holder's trade or business. A Holder that has previously recognized a loss or deduction in respect of such Holder's Claim or Interest may be required to include in income amounts received under the Combined Disclosure Statement and Plan that exceed the Holder's adjusted basis in its Claim or Interest.

(iv) Installment Obligations. A Holder of a Claim that is an installment obligation for U.S. federal income tax purposes may be required to recognize any gain remaining with respect to such obligation if, pursuant to the Combined Disclosure Statement and Plan, the obligation is considered to be satisfied at other than its face value, distributed, transmitted, sold, or otherwise disposed of within the meaning of Section 453B of the IRC.

(v) Market Discount. A Holder of a Claim or Interest that acquires a Claim or Interest at a market discount generally is required to treat any gain realized on the disposition of the Claim or Interest as ordinary income to the extent of the market discount that accrued during the period the Claim or Interest was held by the Holder and that was not previously included in income by the Holder.

(vi) Withholding. Amounts paid to Holders are subject to generally applicable withholding, information, and backup withholding rules. The Combined Disclosure Statement and Plan authorizes the Debtor and the Plan Administrator, as applicable, to withhold and report amounts required by law to be withheld and reported. Amounts properly withheld from Distributions to a Holder and paid over to the applicable taxing authority for the account of such Holder will be treated as amounts distributed to such Holder. Holders are required to provide the Debtor and the Plan Administrator, as applicable, with the information necessary to effect information reporting and withholding as required by law. Notwithstanding any other provision of the Combined Disclosure Statement and Plan, holders of Claims or Interests that receive a Distribution pursuant to the Combined Disclosure Statement and Plan are responsible for the payment and satisfaction of all tax obligations, including income, withholding, and other tax obligations imposed with respect to the Distribution, and no Distribution shall be made until a Holder has made arrangements satisfactory to the Debtor or the Plan Administrator, as applicable, for the payment and satisfaction of such obligations.

(vii) Backup Withholding. Holders may be subject to backup withholding on payments pursuant to the Combined Disclosure Statement and Plan unless the Holder (A) is a corporation or is otherwise exempt from backup withholding and, when required, demonstrates this fact or (B) provides a correct taxpayer identification and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding because of previous failure to report dividend and interest income. Amounts withheld due to backup withholding will be credited against the Holder's federal income tax

liability and excess withholding may be refunded if a timely claim for refund (generally, a U.S. federal income tax return) is filed with the IRS.

(viii) Certain Disclosure Requirements. Treasury regulations require tax return disclosure of certain types of transactions that result in the taxpayer claiming a loss in excess of specified thresholds. Holders are urged to consult their own tax advisors regarding these regulations and whether the transactions contemplated by the Combined Disclosure Statement and Plan would be subject to these regulations and would require such disclosure.

ARTICLE VI

TREATMENT OF UNCLASSIFIED CLAIMS

6.1 Administrative Claims.

Except as otherwise set forth in this Article VI, as soon as practicable after the Effective Date, each Holder of an Allowed Administrative Claim (including Allowed Professional Fee Claims) shall receive, from the Plan Administration Assets, in full and final satisfaction of and in exchange for such Allowed Administrative Claim: (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other treatment as to which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing.

(a) ***Final Administrative Claim Bar Date.*** Holders of Administrative Claims, other than Professional Fee Claims, accruing on or between the Closing Date and the Effective Date shall File with the Claims Agent and serve on the Plan Administrator requests for allowance and payment of such Administrative Claims, in writing, together with supporting documents, substantially complying with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, so as to actually be received on or before the Final Administrative Claim Bar Date. The Effective Date Notice shall set forth the Final Administrative Claim Bar Date and shall constitute notice of such Bar Date. Absent further Court order, any such Administrative Claim (which, for the avoidance of doubt, excludes Professional Fee Claims) not Filed by the Final Administrative Claim Bar Date shall be deemed waived and the Holder of such Final Administrative Claim shall be forever barred from receiving payment on account thereof.

(b) ***Objections.*** Objections to requests for payment of Administrative Claims, other than requests for payment of Professional Fee Claims, must be Filed and served on the requesting party by the Claims Objection Deadline.

(c) ***Professional Fee Claims.*** All applications for allowance and payment of Professional Fee Claims shall be Filed on or before the Professional Fee Claims Bar Date. If an application for a Professional Fee Claim is not Filed by the Professional Fee Claims Bar Date, such Professional Fee Claim shall be deemed waived and the Holder of such Claim shall be forever barred from receiving payment on account thereof. The Effective Date Notice shall set forth the Professional Fee Claims Bar Date and shall constitute notice of such Professional Fee Claim Bar Date. Objections to any Professional Fee Claims must

be Filed and served on the Plan Administrator and the requesting party by no later than twenty-one (21) days after service of the applicable final application for allowance and payment of Professional Fee Claims. Allowed Professional Fee Claims shall be paid from (i) Remaining Cash, (ii) the Professional Fee Reserve, or (iii) Plan Administration Assets, or any combination thereof in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court upon the earlier of (i) the Effective Date or (ii) the date upon which an order relating to any such Allowed Professional Fee Claim is entered, and in each case, as soon as reasonably practicable.

The Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtor before and as of the Effective Date to prepare final fee applications; provided that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Retained Professionals' final request for payment of Filed Professional Fee Claims. The Debtor shall fund and reserve the Professional Fee Reserve until payment in full of all Allowed Professional Fee Claims. The Professional Fee Reserve may be held, at the Debtor's option, in an escrow account. If the Professional Fee Reserve is insufficient to fund the full Allowed amounts of Professional Fee Claims, the remaining unpaid Allowed Professional Fee Claims shall be paid by the Plan Administrator as an Allowed Administrative Claims. The Professional Fee Reserve cannot be used to pay any Secured, Priority, or Administrative Claims, or to make any other Distribution, until all Professional Fee Claims are satisfied or otherwise reserved for.

(d) ***U.S. Trustee Fees.*** All fees payable on or before the Effective Date, pursuant to United States Code title 28 section 1930, shall be paid by the Debtor on or before the Effective Date. Notwithstanding anything to the contrary in the Combined Disclosure Statement and Plan, the U.S. Trustee shall not be required to File a request for Administrative Claims.

6.2 Priority Tax Claims.

Within the time period provided in Article X of the Combined Disclosure Statement and Plan, each Holder of an Allowed Priority Tax Claim shall receive, from the Plan Administration Assets, in full and final satisfaction of and in exchange for such Allowed Priority Tax Claim: (i) Cash equal to the amount of such Allowed Priority Tax Claim; or (ii) such other treatment as to which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing.

ARTICLE VII TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

All Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest is classified in a particular Class for the purpose of receiving distributions under the Combined Disclosure

Statement and Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

Unless the Holder of an Allowed Claim and the Debtor, or the Plan Administrator, as applicable, agree to a different treatment, each Holder of an Allowed Claim shall receive the following Distributions in accordance with Article X of the Combined Disclosure Statement and Plan:

7.1 Class 1: Other Secured Claims.

- a. Classification. Class 1 consists of Other Secured Claims against the Debtor.
- b. Impairment and Voting. Class 1 is Unimpaired by the Combined Disclosure Statement and Plan. Holders of Other Secured Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan and, therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.
- c. Treatment. Each Holder of an Allowed Other Secured Claim shall receive, from the Plan Administration Assets, in full and final satisfaction of and in exchange for such Allowed Other Secured Claim: (i) return of the collateral securing such Allowed Other Secured Claim; or (ii) Cash equal to the amount of such Allowed Other Secured Claim; or (iii) such other treatment which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed Other Secured Claim have agreed upon in writing.

7.2 Class 2: Priority Non-Tax Claims.

- a. Classification. Class 2 consists of Priority Non-Tax Claims against the Debtor.
- b. Impairment and Voting. Class 2 is Unimpaired by the Combined Disclosure Statement and Plan. Holders of Priority Non-Tax Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan and, therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.
- c. Treatment. Each Holder of an Allowed Priority Non-Tax Claim shall receive, from the Plan Administration Assets, in full and final satisfaction of and in exchange for such Allowed Priority Non-Tax Claim: (i) Cash equal to the amount of such Allowed Priority Non-Tax Claim; or (ii) such other treatment which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed Priority Non-Tax Claim have agreed upon in writing.

7.3 Class 3: General Unsecured Claims.

- a. Classification. Class 3 consists of General Unsecured Claims against the Debtor.

- b. Impairment and Voting. Class 3 is Unimpaired by the Combined Disclosure Statement and Plan. Holders of General Unsecured Claims are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.¹³
- c. Treatment. Each Holder of an Allowed General Unsecured Claim shall receive, from the Plan Administration Assets, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim: (i) Cash equal to the amount of such Allowed General Unsecured Claim plus post-petition interest accrued from the Petition Date through the Effective Date at the applicable contract rate or, if there is no such rate, at the federal judgment rate in effect as of the Petition Date; or (ii) such other treatment which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed General Unsecured Claim have agreed upon in writing.
- d. Allowance and Distribution of the Allowed Orthogon General Unsecured Claim. Orthogon shall hold an Allowed General Unsecured Claim in the amount of \$3,145,476.80 (the “Allowed Orthogon General Unsecured Claim”). Orthogon shall receive a Distribution on account of the Allowed Orthogon General Unsecured Claim by no later than December 31, 2025 or as otherwise agreed in writing by Orthogon and the Plan Administrator.

7.4 Class 4: Preferred Equity Interests.

- a. Classification. Class 4 consists of Preferred Equity Interests in the Debtor.
- b. Impairment and Voting. Class 4 is Impaired by the Combined Disclosure Statement and Plan. Holders of Preferred Equity Interests are conclusively presumed to have rejected the Combined Disclosure Statement and Plan and, therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.
- c. Treatment. Following payment in full (if at all) of all Allowed General Unsecured Claims, except to the extent that a Holder of an Allowed Preferred Equity Interest agrees to less favorable treatment, in exchange for full and final satisfaction of each Allowed Preferred Equity Interest, each Holder of such Allowed Preferred Equity Interest shall receive, from the Plan Administration Assets: (i) a *pro rata* Distribution of Cash on account of such Allowed Preferred Equity Interest; or (ii) such other treatment which the Debtor or the Plan Administrator, as applicable, and the Holder of such Allowed Preferred Equity Interest have agreed upon in writing. The Plan Administrator shall consult in advance with Orthogon regarding

¹³ The solicitation version of the Combined Disclosure Statement and Plan Impaired Class 3 General Unsecured Claims. Holders of Class 3 General Unsecured Claims (including Orthogon, pursuant to the Orthogon Settlement) voted to accept the Combined Disclosure Statement and Plan. Following solicitation, the Debtor resolved certain material Disputed General Unsecured Claims, and Holders of Allowed Class 3 General Unsecured Claims are now expected to be paid in full. The Debtor submits that the post-solicitation revisions to the Combined Disclosure Statement and Plan satisfy section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

the timing and process for Distributions on account of Allowed Preferred Equity Interests.

7.5 Class 5: 510(b) Claims.

- a. Classification. Class 5 consists of 510(b) Claims against the Debtor.
- b. Impairment and Voting. Class 5 is Impaired by the Combined Disclosure Statement and Plan. Holders of Class 5 510(b) Claims are conclusively presumed to have rejected the Combined Disclosure Statement and Plan and, therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.
- c. Treatment. On the Effective Date, all 510(b) Claims shall be canceled and extinguished as of the Effective Date, and Holders thereof shall receive no Distribution on account of such 510(b) Claims.

7.6 Class 6: Other Equity Interests.

- a. Classification. Class 6 consists of Other Equity Interests in the Debtor.
- b. Impairment and Voting. Class 6 is Impaired by the Combined Disclosure Statement and Plan. Holders of Class 6 Other Equity Interests are conclusively presumed to have rejected the Combined Disclosure Statement and Plan and, therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.
- c. Treatment. On the Effective Date, all Other Equity Interests shall be canceled and extinguished as of the Effective Date, and Holders thereof shall receive no Distribution on account of such Other Equity Interests.

7.7 Reservation of Rights Regarding Claims and Interests.

Except as otherwise explicitly provided in the Combined Disclosure Statement and Plan, nothing shall affect the Debtor's rights and defenses, both legal and equitable, with respect to any Claims or Interests, including any Claims and Interests that are Unimpaired, including, but not limited to, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

ARTICLE VIII
ACCEPTANCE OR REJECTION OF THE
COMBINED DISCLOSURE STATEMENT AND PLAN

8.1 Class Entitled to Vote.

On the Solicitation Date, Class 3 (General Unsecured Claims) was Impaired and entitled to vote on the Combined Disclosure Statement and Plan.

8.2 Acceptance by Impaired Classes of Claims or Interests.

In accordance with Bankruptcy Code section 1126(c), and except as provided in Bankruptcy Code section 1126(e), an Impaired Class of Claims shall have accepted the Combined Disclosure Statement and Plan if the Combined Disclosure Statement and Plan is accepted by the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have timely and properly voted to accept or reject the Combined Disclosure Statement and Plan. In accordance with Bankruptcy Code section 1126(d) and except as provided in Bankruptcy Code section 1126(e), an Impaired Class of Interests shall have accepted the Combined Disclosure Statement and Plan if such Combined Disclosure Statement and Plan is accepted by Holders of at least two-thirds (2/3) in amount of the Allowed Interests in such Class that have timely and properly voted to accept or reject the Combined Disclosure Statement and Plan.

8.3 Presumed Acceptance by Unimpaired Classes.

Because Claims in Classes 1, 2, and 3 are Unimpaired pursuant to Bankruptcy Code section 1126(f), Holders of Claims in Classes 1, 2, and 3 are deemed to have accepted the Combined Disclosure Statement and Plan and, therefore, such Holders of Claims are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

8.4 Presumed Rejections by Impaired Classes.

Because, as of the Solicitation Date, Holders of Preferred Equity Interests in Class 4, 510(b) Claims in Class 5 and Other Equity Interests in Class 6 were not entitled to receive or retain any property under the Combined Disclosure Statement and Plan, pursuant to Bankruptcy Code section 1126(g), such Holders of Claims and Interests are presumed to have rejected the Combined Disclosure Statement and Plan and are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

8.5 Confirmation Pursuant to Bankruptcy Code Section 1129(b).

To the extent that any Impaired Class rejects the Combined Disclosure Statement and Plan or is deemed to have rejected the Combined Disclosure Statement and Plan, the Debtor reserves the right to request confirmation of the Combined Disclosure Statement and Plan, as it may be modified from time to time, under Bankruptcy Code section 1129(b). The Debtor reserves the right to alter, amend, modify, revoke, or withdraw the Combined Disclosure Statement and Plan, the documents submitted in support thereof or any schedule or exhibit, including to amend or modify it to satisfy the requirements of Bankruptcy Code section 1129(b), if necessary.

8.6 Controversy Concerning Impairment.

If a controversy arises as to whether any Claim or Interest is Impaired under the Combined Disclosure Statement and Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

8.7 Elimination of Vacant Classes.

Any Class of Claims or Interests that does not contain, as of the date of the commencement of the Confirmation Hearing, a Holder of an Allowed Claim or Allowed Interest, or a Holder of a Claim temporarily allowed under Bankruptcy Rule 3018, shall be deemed deleted from the Combined Disclosure Statement and Plan for all purposes, including for purposes of determining acceptance of the Combined Disclosure Statement and Plan by such Class under Bankruptcy Code section 1129(a)(8).

ARTICLE IX IMPLEMENTATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

9.1 Implementation of the Combined Disclosure Statement and Plan.

The Combined Disclosure Statement and Plan will be implemented by, among other things, (i) the appointment of the Plan Administrator as the sole officer and director of the Post-Effective Date Debtor as of the Effective Date and (ii) the making of Distributions to Holders of Allowed Claims and Allowed Interests from the Plan Administration Assets.

9.2 Source of Consideration.

All consideration necessary to make all monetary payments in accordance with the Combined Disclosure Statement and Plan shall, as applicable, be obtained from the Plan Administration Assets to be monetized by the Plan Administrator.

9.3 Orthogon Settlement.

On October 24, 2025, the Debtor Filed an objection to Orthogon's Proof of Claim No. 10, which asserted a Claim in the amount of \$3,145,476.80 (the "Orthogon Claim"). See Docket No. 283. The objection sought to reclassify and subordinate the Orthogon Claim to a Class 5 510(b) Claim. On November 14, 2025, Orthogon Filed a response to the Debtor's objection and, by the Voting Deadline, submitted a vote to reject the Combined Disclosure Statement and Plan. Orthogon informed the Debtor that it also intended to object to confirmation of the Combined Disclosure Statement and Plan. The Debtor believes that it has good, valid objections to the Orthogon Claim and can confirm the Combined Disclosure Statement and Plan notwithstanding Orthogon's vote to reject and its anticipated objections to the Combined Disclosure Statement and Plan. However, such litigation is costly and inherently risky. Accordingly, the Debtor and Orthogon resolved these matters on the terms set forth in that certain stipulation Filed at Docket No. 297 and below (the "Orthogon Settlement"):

- a. The Combined Disclosure Statement and Plan Allows the Allowed Orthogon General Unsecured Claim in the amount of \$3,145,476.80.
- b. The Plan Administrator shall make a Distribution to Orthogon on account of the Allowed Orthogon General Unsecured Claim no later than December 31, 2025 or as otherwise agreed in writing by Orthogon and the Plan Administrator.

- c. The Plan Administrator shall consult with Orthogon in advance of any Distribution to a Holder of Allowed Preferred Equity Interests.
- d. Orthogon will support, and not object nor support any objection to the Combined Disclosure Statement and Plan.
- e. Orthogon will change its vote to reject to Combined Disclosure Statement and Plan to a vote to accept the combined Disclosure Statement and Plan.
- f. The Debtor will withdraw its objection as to the Orthogon Claim.

Section 105(a) provides, in relevant part, that “[t]he court may issue any order . . . necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). In turn, Bankruptcy Rule 9019(a) provides, in relevant part, that “[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). The compromise or settlement of time-consuming and burdensome litigation, especially in the bankruptcy context, is encouraged and “generally favored in bankruptcy.” *In re World Health Alternatives, Inc.*, 344 B.R. 291, 296 (Bankr. D. Del. 2006).

The Debtor intends the Combined Disclosure Statement and Plan to serve as a motion to approve the Orthogon Settlement pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Orthogon Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Orthogon Settlement is fair, equitable, within the range of reasonableness and in the best interests of the Debtor, the Estate, and Holders of Claims and Interests.

9.4 Preservation of Retained Causes of Action.

Except as provided in the Combined Disclosure Statement and Plan or in any contract, instrument, release, or other agreement entered into or delivered in connection with the Combined Disclosure Statement and Plan, in accordance with section 1123(b) of the Bankruptcy Code, all Retained Causes of Action that the Debtor or the Estate may hold against any Person or Entity to the extent not released under Section 14.1(b) of the Combined Disclosure Statement and Plan or otherwise, and all Privilege Rights with respect to any of the foregoing, are Plan Administration Assets that shall be deemed to automatically vest in the Post-Effective Date Debtor on the Effective Date. A non-exclusive schedule of Retained Causes of Action shall be filed with the Plan Supplement. The inclusion or failure to include any Causes of Action in the Plan Supplement shall not be deemed an admission, denial, or waiver of any claims, rights, or causes of action that the Debtor or Estate may have against any Person or Entity. Causes of Action against Dr. Rishi Ganti, Orthogon Charter School Special Opportunities LLP, Orthogon Charter School Special Opportunities II, LP, and Orthogon Charter School Special Opportunities III, LLC shall be Retained Causes of Action. No Person or Entity (other than the Released Parties) may rely on the absence of a specific reference in the Schedule of Retained Causes of Action, the Combined Disclosure Statement and Plan, or the Plan Supplement, to any Cause of Action against it as any indication that the Debtor will not pursue any and all available Causes of Action against it. The

Debtor expressly reserves all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan.

9.5 Vesting of Assets.

Except as otherwise provided herein, on the Effective Date, the Plan Administration Assets shall immediately vest in the Post-Effective Date Debtor for the benefit of Holders of Allowed Claims and Allowed Interests. On and after the Effective Date, except as otherwise provided herein, the Plan Administrator may use, acquire, or dispose of Plan Administration Assets and compromise or settle any Claims or Interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Pursuant to section 1141 of the Bankruptcy Code, all property transferred to the Post-Effective Date Debtor and/or the Plan Administrator shall be transferred free and clear of all Claims, Interests, Liens, encumbrances, charges, and other interests, except as may otherwise be expressly provided for in this Combined Disclosure Statement and Plan.

9.6 Directors and Officers.

On the Effective Date, the authority, power, and incumbency of the persons acting as managers, directors, and officers of the Debtor shall be deemed to have terminated, the persons acting as managers, directors, and officers of the Debtor shall be deemed to have resigned. Following such terminations and reorganizations, the Plan Administrator shall be the sole manager, sole director, and sole officer of the Post-Effective Date Debtor, and shall succeed to the powers of the Debtor's managers, directors, and officers.

9.7 Plan Administrator and Plan Administration Agreement.

From and after the Effective Date, except as expressly set forth in the Combined Disclosure Statement and Plan or the Confirmation Order, pursuant to and in accordance with the terms and provisions of the Combined Disclosure Statement and Plan and the Plan Administration Agreement, the Plan Administrator shall be empowered and directed to: (i) take all steps and execute all instruments and documents necessary to make Distributions to Holders of Allowed Claims and Allowed Interests, and to perform the duties assigned to the Plan Administrator under the Combined Disclosure Statement and Plan or the Plan Administration Agreement; (ii) implement and comply with the terms and conditions the Combined Disclosure Statement and Plan and the obligations under the Combined Disclosure Statement and Plan; (iii) employ, retain or replace professionals to represent the Plan Administrator with respect to the Plan Administrator's responsibilities; (iv) object to Claims and Interests as provided in the Combined Disclosure Statement and Plan and prosecute such objections; (v) compromise and settle any issue or dispute regarding the amount, validity, priority, treatment or allowance of any Claims or Interests; (vi) exercise such other powers as may be vested in the Plan Administrator pursuant to the Combined Disclosure Statement and Plan, the Plan Administration Agreement or any other order of the Bankruptcy Court, including the Confirmation Order, or otherwise act on behalf of and for the Debtor and the Post-Effective Date Debtor from and after the Effective Date; (vii) file applicable tax returns for the Debtor; (viii) perform all actions reasonably requested by the Purchaser to complete all of the Debtor's outstanding obligations under the Asset Purchase Agreement as successor to the Debtor; (ix) commence and pursue the Retained Causes of Action and manage

and administer any proceeds thereof; (x) effect and implement the wind-down and dissolution of the Debtor; and (xi) monetize any of the Plan Administration Assets, including taking any action to collect the New Purchased Receivables. In the event any clause of the Plan Administration Agreement conflicts with a clause set out in the Combined Disclosure Statement and Plan, the terms of the Combined Disclosure Statement and Plan shall prevail.

The Plan Administrator may, without the need for further Court approval, retain or employ agents, financial advisors, attorneys, consultants, independent contractors, representatives and other professionals to advise the Plan Administrator in the performance of the Plan Administrator's duties, which may include counsel for the Debtor, and other advisors for the Debtor. The Plan Administrator may employ, without further order of the Bankruptcy Court, professionals (including those previously retained by the Debtor) to assist in carrying out the Plan Administrator's duties hereunder and may compensate and reimburse the reasonable fees and expenses of these professionals without further order of the Bankruptcy Court from the Plan Administration Assets in accordance with the Combined Disclosure Statement and Plan and the Plan Administration Agreement.

The Plan Administrator shall be authorized to obtain and pay for, out of the Plan Administration Assets, all reasonably necessary insurance coverage for the Plan Administrator, the Plan Administrator Professionals, and the Debtor, their officers and directors, including, but not limited to, coverage with respect to: (i) any property that is or may in the future become the property of the Debtor, the Post-Effective Date Debtor, or its Estate; and (ii) the Plan Administrator Expenses, the latter of which insurance coverage may remain in effect for a reasonable period of time after the termination of the Plan Administration Agreement, as determined by the Plan Administrator.

The salient terms of the Plan Administrator's employment, including the Plan Administrator's duties and compensation, shall be set forth in the Plan Administration Agreement. The Plan Administrator shall be entitled to reasonable compensation consistent with that of similar functionaries in similar types of bankruptcy cases. The Plan Administrator shall also be reimbursed for all documented, actual, reasonable, and necessary out-of-pocket expenses incurred in the performance of his duties under the Plan Administration Agreement. The Plan Administration Expenses shall be paid from the Plan Administration Assets in accordance with the Combined Disclosure Statement and Plan and the Plan Administrator Agreement.

9.8 Wind-Up and Dissolution of the Debtor.

The Post-Effective Date Debtor and the Plan Administrator are authorized to take any and all actions necessary to effect the Debtor's dissolution or cancellation for all purposes under applicable state law. The filing of the Debtor's certificate of dissolution or cancellation, as applicable, shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule, including, without limitation, any action by the stockholders, members, or board of directors of the Debtor. Further, the Post-Effective Date Debtor and the Plan Administrator are authorized to file the required documents providing for such dissolution or cancellation, as applicable. In addition, the Plan Administrator shall be authorized without any action by the stockholders, members, or board of directors of the Debtor, in the name of and on behalf of the Debtor, to complete and file the Debtor's final federal, state, and local tax return.

9.9 Cancellation of Existing Securities and Agreements.

On the Effective Date, except to the extent otherwise provided in the Combined Disclosure Statement and Plan, all notes, instruments, certificates, and other documents directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity, or portfolio interest in the Debtor or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtor giving rise to any Claim or Interest, shall be deemed cancelled and surrendered without any need for the Debtor or a Holder to take further action with respect thereto; *provided, however*, that notwithstanding Confirmation or Consummation of the Combined Disclosure Statement and Plan, any such agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of allowing Holders to receive Distributions under the Combined Disclosure Statement and Plan; *provided further, however*, that the preceding proviso shall not affect the treatment of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Combined Disclosure Statement and Plan, or result in any expense or liability to the Debtor.

Notwithstanding the foregoing, no Executory Contract that has been, or will be, assumed pursuant to section 365 of the Bankruptcy Code, including pursuant to this Combined Disclosure Statement and Plan, shall be terminated or cancelled on the Effective Date.

9.10 Cash Investments.

Cash shall be invested in demand-and-time deposits in banks or other savings institutions, or in other temporary, liquid investments, such as Treasury bills, consistent with the liquidity needs of the Plan Administrator as determined by the Plan Administrator in accordance with Bankruptcy Code section 345, unless the Bankruptcy Court otherwise requires.

9.11 Limitation of Liability; Indemnification.

The Plan Administrator shall be entitled to enjoy all of the rights, powers, immunities and privileges applicable to a chapter 7 trustee. The Plan Administrator may, in connection with the performance of its functions, consult with attorneys, accountants, financial advisors and agents, which consultation may act as a defense for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such persons. Notwithstanding such authority, the Plan Administrator shall not be under any obligation to consult with attorneys, accountants, financial advisors or agents. The Debtor shall indemnify and hold harmless the Plan Administrator and its designees and professionals, and all duly designated agents and representatives thereof (in their capacity as such), from and against and in respect of all liabilities, losses, damages, claims, costs and expenses, including, but not limited to attorneys' fees and costs arising out of or due to such actions or omissions, or consequences of their actions or omissions with respect or related to the performance of their duties or the implementation or administration of the Combined Disclosure Statement and Plan; *provided, however*, that no such indemnification will be made to such persons for such actions or omissions as a result of willful misconduct, gross negligence or fraud.

9.12 Abandonment, Disposal, and Destruction of Records. The Plan Administrator shall be authorized pursuant to Bankruptcy Code section 554, in its sole discretion, without any further

notice to any party or action, order or approval of the Bankruptcy Court, to abandon, dispose of, or destroy in any commercially reasonable manner all originals and/or copies of any documents, books and records, including any electronic records, of the Debtor and which the Plan Administrator reasonably concludes are burdensome or of inconsequential value and benefit.

9.13 Company Action. All matters expressly provided for under this Combined Disclosure Statement and Plan that would otherwise require approval of the equity holders, directors or officers of the Debtor, including but not limited to, the dissolution of the Debtor, shall be deemed to be approved and in effect from and after the Effective Date pursuant to the applicable law of Delaware without any requirement of action by the equity holders, directors or officers of the Debtor.

9.14 Control Provisions. To the extent there is any inconsistency between the Combined Disclosure Statement and Plan and any other instrument or document created or executed pursuant to the Combined Disclosure Statement and Plan, the terms of the Combined Disclosure Statement and Plan shall control.

9.15 Tax Consequences of the Combined Disclosure Statement and Plan.

THE DEBTOR HAS NOT REQUESTED A RULING FROM THE INTERNAL REVENUE SERVICE OR AN OPINION OF COUNSEL WITH RESPECT TO ANY OF THE FEDERAL, STATE, LOCAL, OR OTHER TAX ASPECTS OR CONSEQUENCES TO HOLDERS OF CLAIMS OR INTERESTS AS A RESULT OF CONFIRMATION OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN. THUS, NO ASSURANCE CAN BE GIVEN AS TO THE TAX CONSEQUENCES OF THE COMBINED DISCLOSURE STATEMENT AND PLAN. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT ITS OWN TAX ADVISOR FOR THE FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN.

ARTICLE X
PROVISIONS GOVERNING DISTRIBUTIONS

10.1 Distributions for Allowed Claims and Allowed Interests.

The Plan Administrator or the Disbursing Agent, if any, shall make all distributions under the Combined Disclosure Statement and Plan on account of Allowed Claims the Debtor pursuant to the terms of the Combined Disclosure Statement and Plan, the Plan Administration Agreement, and Confirmation Order. For the avoidance of doubt, no Distributions on account of Allowed General Unsecured Claims shall be made unless and until all Allowed Claims of a higher priority under the Bankruptcy Code have been Paid in Full or reserved for and all Plan Administration Expenses have been Paid in Full or reserved for.

10.2 Distributions by Plan Administrator.

From and after the Effective Date, the Plan Administrator shall serve as the Disbursing Agent under the Combined Disclosure Statement and Plan with respect to Distributions to Holders of Allowed Claims and Allowed Interests. The Plan Administrator may hire professionals or

consultants to assist with making disbursements or to act as the Disbursing Agent. The Plan Administrator shall cause to be made all Distributions required to be made to such Holders of Allowed Claims and Allowed Interests pursuant to the Combined Disclosure Statement and Plan and the Plan Administration Agreement. The Plan Administrator shall not be required to give any bond or surety or other security for the performance of the Plan Administrator's duties as Disbursing Agent unless otherwise ordered by the Bankruptcy Court.

10.3 Means of Payment.

Cash payments to Holders of Allowed Claims and Allowed Interests under the Combined Disclosure Statement and Plan shall be made, at the option, and in the sole discretion, of the Plan Administrator by wire, check, or such other method as the Plan Administrator deems appropriate under the circumstances. Cash payments to foreign Creditors may be made, at the option, and in the sole discretion, of the Plan Administrator in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. For purposes of effectuating Distributions under the Combined Disclosure Statement and Plan, any Claim or Interest denominated in foreign currency shall be converted to U.S. Dollars pursuant to the applicable published exchange rate in effect on the Petition Date.

10.4 Claims Reserve

On any date that Distributions are to be made under the terms of the Combined Disclosure Statement and Plan, the Plan Administrator shall reserve Cash or property equal to one-hundred percent (100%) of the Cash or property that would be Distributed on such date on account of Disputed Claims as if each such Disputed Claim were an Allowed Claim or Allowed Interest but for the pendency of a dispute with respect thereto, unless otherwise Ordered by the Bankruptcy Court following notice to the affected Claim Holder. Such Cash or property, as the case may be, shall be held in trust for the benefit of the Holders of all such Disputed Claims pending determination of their entitlement thereto.

10.5 Fractional Distributions.

Notwithstanding anything in the Combined Disclosure Statement and Plan to the contrary, no payment of fractional cents shall be made pursuant to the Combined Disclosure Statement and Plan. Whenever any payment of a fraction of a cent under the Combined Disclosure Statement and Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with half cents or more being rounded up and fractions less than half of a cent being rounded down.

10.6 *De Minimis* Distributions.

Notwithstanding anything to the contrary contained in the Combined Disclosure Statement and Plan, the Plan Administrator shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim or Allowed Interest if the amount of Cash or other property to be distributed on account of such Claim or Interest is less than \$100. Any Holder of an Allowed Claim or Allowed Interest on account of which the amount of Cash or other property to be distributed is less than \$100 shall be forever barred from asserting such Claim or Interest against the Plan Administration Assets.

10.7 Delivery of Distributions; Unclaimed Distributions.

In the event a Distribution is returned as undeliverable, or no address for a particular Holder is found in the Debtor's records, no further Distributions to such Holder shall be made unless and until the Plan Administrator is notified in writing of such Holder's then-current address, at which time a Distribution shall be made to such Holder. The Plan Administrator shall reasonably attempt to locate the Holders entitled to receive undeliverable Distributions. Any Distributions returned to the Plan Administrator as undeliverable shall remain in the possession of the Plan Administrator until such time as a Distribution becomes deliverable. Checks issued in respect of Allowed Claims or Allowed Interests shall be null and void if not negotiated within ninety (90) days after the date of issuance. Requests for reissuance of any voided check shall be made directly to the Plan Administrator by the Person or Entity to whom such check was originally issued. Any claim in respect of a voided check shall be made within thirty (30) days after the date upon which such check was deemed void. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be forever barred. Notwithstanding any federal or state escheat laws to the contrary, any Distribution that remains undeliverable for ninety (90) days or is represented by a voided check shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code, shall revert to and shall revest in the Post-Effective Date Debtor and shall constitute Plan Administration Assets for all purposes, including, but not limited to, for the purpose of redistribution to other Holders of Allowed Claims or Allowed Interests, and the corresponding Claim or Interest shall be deemed disallowed, expunged and forever barred without order of the Bankruptcy Court. Neither the Plan Administrator nor the Post-Effective Date Debtor shall incur any liability whatsoever on account of any Distributions made or undeliverable under the Combined Disclosure Statement and Plan.

10.8 Application of Distribution Record Date.

At the close of business on the Distribution Record Date, the claims registers shall be closed, and there shall be no further changes in the record holders of Claims or Interests. Such Claims or Interests shall be non-transferable except upon death of the interest holder or by operation of law. Except as provided herein, no party shall have any obligation to recognize any transfer of any Claim or Interest occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the claims registers as of the close of business on the Distribution Record Date irrespective of the number of Distributions to be made under the Combined Disclosure Statement and Plan to such Entities or the date of such Distributions.

10.9 Withholding, Payment and Reporting Requirements Regarding Distributions.

To the extent applicable, in connection with making Distributions, the Plan Administrator shall comply with all tax withholding and reporting requirements imposed on the Plan Administrator by any governmental unit. All Distributions shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Combined Disclosure Statement and Plan to the contrary, the Plan Administrator shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements. The Plan Administrator shall be authorized to require each Holder of a Claim or Interest to provide it with an executed Form W-9, Form W-8 or other appropriate tax form or documentation as a condition

precedent to being sent a Distribution. The Plan Administrator shall provide advance written notice of such requirement to each Holder of a Claim or Interest. The notice shall provide each Holder with a period of no less than ninety (90) days after first request to provide an executed Form W-9, Form W-8 or other tax form or documentation to the Plan Administrator. If a Holder of any Claim or Interest does not provide the Plan Administrator with an executed Form W-9, Form W-8 or other tax form or documentation within the ninety (90)-day time period specified in such notice, or such later time period agreed to by the Plan Administrator in writing in its sole discretion, then the Plan Administrator, in its sole discretion, may (i) make a Distribution net of any applicable withholding or (ii) determine that such Holder shall be deemed to have forfeited the right to receive any Distribution. In such event: (i) any Distribution shall revert to the Post-Effective Date Debtor and shall constitute Plan Administration Assets for all purposes, including but not limited to, for the purpose of Distribution on account of other Allowed Claims or Allowed Interests; and (ii) the Claim or Interest of the Holder originally entitled to such Distribution shall be waived, discharged and forever barred without further order of the Bankruptcy Court, notwithstanding any federal, state or provincial escheat, unclaimed or abandoned property law to the contrary. The Plan Administrator shall have the right to allocate all Distributions in compliance with applicable withholding requirements, wage garnishments, alimony, child support and other spousal awards, Liens and encumbrances.

10.10 Setoffs.

Except as otherwise expressly provided for in this Combined Disclosure Statement and Plan, the Debtor or the Plan Administrator pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim, may set off against any Allowed Claim and the Distributions to be made pursuant to this Combined Disclosure Statement and Plan on account of such Allowed Claim (before any Distribution is made on account of such Allowed Claim), any Claims, rights and Causes of Action of any nature that the Debtor or the Plan Administrator, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Combined Disclosure Statement and Plan or otherwise); *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Combined Disclosure Statement and Plan shall constitute a waiver or release of any such Claims, rights and Causes of Action that the Debtor or the Plan Administrator may possess against such Holder. In no event shall any Holder of Claims be entitled to set off any Claim against any claim, right or Cause of Action of the Debtor unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date. For the avoidance of doubt, the Filing of a proof of Claim is sufficient to preserve a right of setoff hereunder.

10.11 Allocation of Distributions.

The Plan Administrator may make Distributions jointly to any Holder of a Claim or Interest and any other Entity who has asserted, or whom the Plan Administrator has determined to have, an interest in such Claim or Interest; *provided, however*, that the Plan Administrator shall provide notice of such Distribution to any Holder of a Claim or Interest or other Entity that has asserted an interest in such Claim or Interest.

10.12 Claims or Interests Paid and Payable by Third Parties.

To the extent that a Holder of an Allowed Claim or Interest receives a payment from a third party, including the Purchaser, the Plan Administrator shall be authorized to reduce, for the purposes of Distribution, the Allowed amount of such Claim or Interest by the amount of such payment.

ARTICLE XI**PROVISIONS FOR CLAIMS OBJECTIONS AND ESTIMATION OF CLAIMS****11.1 Claims Administration Responsibility.**

Except as otherwise specifically provided in the Combined Disclosure Statement and Plan and the Plan Administration Agreement, after the Effective Date, the Plan Administrator shall have the sole authority on behalf of the Debtor (a) to File, withdraw, or litigate to judgment objections to Claims and Interests, (b) to settle, compromise, or Allow any Claim or Disputed Claim or Disputed Interest without any further notice to or action, order, or approval by the Bankruptcy Court, (c) to amend the Schedules in accordance with the Bankruptcy Code, and (d) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. Any agreement entered into by the Plan Administrator (acting in accordance with the terms of the Plan Administration Agreement) with respect to the Allowance of any Claim or Interest shall be conclusive evidence and a final determination of the Allowance of such Claim or Interest.

11.2 Claims and Interest Objections.

All objections to Claims and Interests shall be Filed by the Plan Administrator on or before the Claims Objection Deadline or the Interest Objection Deadline, which dates may be extended by the Bankruptcy Court upon a motion Filed by the Plan Administrator on or before the Claims Objection Deadline or Interest Objection Deadline with notice only to those parties entitled to notice in the Chapter 11 Case pursuant to Bankruptcy Rule 2002 as of the Filing of such objection. If a timely objection has not been Filed to a proof of Claim or Interest or the Schedules have not been amended with respect to a Claim or Interest that was scheduled by the Debtor but was not set forth in the Schedules by the Debtor as contingent, unliquidated, and/or disputed, then the Claim or Interest to which the proof of Claim or Interest or the Claim or Interest set forth in the Schedules relates will be treated as an Allowed Claim or Allowed Interest, as applicable.

11.3 Estimation of Contingent or Unliquidated Claims.

The Plan Administrator may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Bankruptcy Code section 502(c), regardless of whether the Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event the Bankruptcy Court so estimates any contingent or unliquidated Claim, that estimated amount shall constitute the Allowed amount of such Claim. All of the aforementioned Claim or Interest objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another.

11.4 Expungement and Disallowance of Certain Claims.

Any Claim that has been paid, satisfied, duplicated, or otherwise dealt with or treated in the Combined Disclosure Statement and Plan, may be adjusted or expunged on the Claims Register at the direction of the Plan Administrator on or after fourteen (14) calendar days after the date on which notice of such adjustment or expungement has been Filed with the Bankruptcy Court, without an objection to such Claim having to be Filed, and without any further action, order or approval of the Bankruptcy Court.

11.5 Adjustment to Claims and Interests Without Objection.

Any Claim or Interest that has been paid or otherwise satisfied may be designated on the Claims Register as such at the direction of the Plan Administrator, including by the Filing of a notice that such Claim or Interest has been satisfied, and without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE XII EXECUTORY CONTRACTS

12.1 Executory Contracts Deemed Rejected.

On the Effective Date, all Executory Contracts will be deemed rejected as of the Effective Date in accordance with, and subject to, the provisions and requirements of Bankruptcy Code sections 365 and 1123, except to the extent: (a) the Debtor previously has assumed, assumed and assigned or rejected such Executory Contract, or (b) prior to the Effective Date, the Debtor has Filed a motion to assume, assume and assign, or reject an Executory Contract on which the Bankruptcy Court has not ruled. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all rejections of Executory Contracts pursuant to this Article and Bankruptcy Code sections 365(a) and 1123. Any and all Claims arising from the rejection of Executory Contracts under this Combined Disclosure Statement and Plan must be Filed and served on the Plan Administrator no later than thirty (30) days after service of notice of the Effective Date, provided that the foregoing deadline shall apply only to Executory Contracts that are rejected automatically by operation of this Article XII of the Combined Disclosure Statement and Plan. For any Executory Contract previously rejected, the Bar Date Order governs.

ARTICLE XIII CONFIRMATION AND CONSUMMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

13.1 Conditions Precedent to the Effective Date.

Each of the following is a condition precedent to the occurrence of the Effective Date:

- (a) the Confirmation Order shall have become a Final Order in full force and effect;
- (b) no stay of the Confirmation Order is then in effect;
- (c) all actions, documents, and agreements necessary to implement this Combined Disclosure Statement and Plan, including, without limitation, all actions, documents, and agreements necessary to implement any transactions contemplated under this Combined Disclosure Statement and Plan, shall have been effectuated or executed; and
- (d) the Plan Administration Agreement shall be executed and the Plan Administrator shall have been selected.

13.2 Notice of Effective Date.

On or before five (5) Business Days after the Effective Date, the Plan Administrator shall mail or cause to be mailed to all Holders of Claims and Interests the Effective Date Notice that informs such Entities of (a) the occurrence of the Effective Date, (b) notice of the Final Administrative Claim Bar Date and Professional Fee Claim Bar Date, (c) the deadline to File Claims arising from the rejection of Executory Contracts under Article XII of the Combined Disclosure Statement and Plan, and (d) such other matters as the Plan Administrator deems appropriate or as may be ordered by the Bankruptcy Court.

13.3 Waiver of Conditions Precedent to the Effective Date.

The Debtor may at any time, without notice or authorization of the Bankruptcy Court, waive in writing any or all of the conditions precedent to the Effective Date set forth in this Article, whereupon the Effective Date shall occur without further action by any Entity; *provided, however*, that the condition specified in Section 13.1(a) may not be waived. The Debtor reserves the right to assert that any appeal from the Confirmation Order shall be moot after the Effective Date of the Combined Disclosure Statement and Plan.

13.4 Effect of Non-Occurrence of Effective Date.

If each of the conditions specified in Section 13.1 have not been satisfied or waived in the manner provided herein within sixty (60) calendar days after the Confirmation Date (or such later date as may be agreed to by the Debtor select in its reasonable business judgment, then: (i) the Confirmation Order shall be vacated and of no further force or effect; (ii) no Distributions under the Combined Disclosure Statement and Plan shall be made; (iii) the Debtor and all Holders of Claims against or Interests in the Debtor shall be restored to the status quo as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred; and (iv) all of the Debtor's obligations with respect to Claims and Interests shall remain unaffected by the Combined Disclosure Statement and Plan and nothing contained herein shall be deemed to constitute a waiver or release of any Claims or Interests by, against, or in 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, and the Combined Disclosure Statement and Plan shall be deemed withdrawn. Upon such occurrence, the Debtor shall File a written notification with the Bankruptcy Court and serve it upon such parties as the Bankruptcy Court may direct.

ARTICLE XIV
EFFECTS OF CONFIRMATION

14.1 Exculpation, Releases, and Injunctions

The Combined Disclosure Statement and Plan provides releases by the Debtor in favor the Released Parties. Pursuant to the Asset Purchase Agreement, the Debtor sold substantially all of its Assets, including Causes of Action related to the Purchaser's go-forward operations. At the sale hearing, the Debtor presented evidence on the investigation into and value of the Debtor's Causes of Action, and the Bankruptcy Court approved the Sale by entering the Sale Order. Accordingly, the Debtor does not have Causes of Action that it could pursue, other than the Retained Causes of Action, and believes the releases are appropriate under the circumstances. Under the releases by the Debtor set forth in the Combined Disclosure Statement and Plan, the Debtor is providing releases in favor of the Released Parties, which include (a) certain of the Debtor's current and former directors and officers; (b) the Professionals; and (c) members of the Restructuring Committee. The releases contained in the Combined Disclosure Statement and Plan do not provide releases to the Non-Released Parties. The exculpations, releases, and injunctions provided for in Section 14.1 of the Combined Disclosure Statement and Plan shall be effective upon the Effective Date.

a. **Exculpation and Limitation of Liability.** Notwithstanding any other provision of the Combined Disclosure Statement and Plan, the Exculpated Parties shall not have or incur any liability to, or be subject to any right of action by, any Holder of a Claim or an Interest, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or Affiliates, or any of their successors or assigns, for any act or omission occurring between the Petition Date and the Effective Date relating to, in any way, or arising from the Chapter 11 Case, including but not limited to (i) formulating, negotiating or implementing the Combined Disclosure Statement and Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan; (ii) the Sale; (iii) the Restructuring Committee's review of the Debtor's strategic alternatives leading up to the Sale; (iv) any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring, sale, or liquidation of the Debtor; (v) the solicitation of acceptances of the Combined Disclosure Statement and Plan, the pursuit of confirmation of the Combined Disclosure Statement and Plan, the Confirmation of the Combined Disclosure Statement and Plan, the Consummation of the Combined Disclosure Statement and Plan; or (vi) the administration of the Combined Disclosure Statement and Plan or the property to be distributed under the Combined Disclosure Statement and Plan, except for their fraud, gross negligence, or willful misconduct as determined by a Final Order, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Combined Disclosure Statement and Plan. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting the Exculpated Parties from liability. The Confirmation Order shall serve as an injunction against any Entity seeking to enforce any Claim or Cause of Action against the

Exculpated Parties that has been exculpated pursuant to Section 14.1(a) of the Combined Disclosure Statement and Plan.

b. **Releases by the Debtor.** Except as otherwise expressly provided in the Combined Disclosure Statement and Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, the Debtor, on its own behalf and as a representative of its Estate, to the fullest extent permitted under applicable law, shall, and shall be deemed to, completely and forever release, waive, void and extinguish unconditionally, as against each and all of the Released Parties, any and all Claims, Causes of Action, interests, obligations, suits, judgments, damages, debts, rights, remedies, set offs, and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, tort, contract, or otherwise, that are or may be based in whole or part on any act, omission, transaction, event, occurrence, or other circumstance, whether direct or derivative, taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor or its operations, its Assets, the Estate, or the Chapter 11 Case, that may be asserted by or on behalf of the Debtor or its Estate, against any of the Released Parties, except for any claims arising from or related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted fraud, gross negligence, or willful misconduct; *provided, however*, that nothing in this section shall operate as a release, waiver, discharge, or impairment of any Retained Causes of Action and all such Retained Causes of Action are preserved notwithstanding anything to the contrary in this section.

c. **Non-Discharge of the Debtor; Injunction.** In accordance with Bankruptcy Code section 1141(d)(3), the Combined Disclosure Statement and Plan does not discharge the Debtor. Bankruptcy Code section 1141(c) nevertheless provides, among other things, that the property dealt with by the Combined Disclosure Statement and Plan is free and clear of all Claims and Interests against the Debtor. As such, no Entity holding a Claim against or Interest in the Debtor may receive any payment from, or seek recourse against, any assets that are to be distributed under the Combined Disclosure Statement and Plan other than assets required to be distributed to that Entity under the Combined Disclosure Statement and Plan. Distributions to any such Holder of any such Claim or Interest shall be as expressly set forth in the Combined Disclosure Statement and Plan. All Entities are precluded from asserting against any property to be distributed under the Combined Disclosure Statement and Plan any Claims, rights, Causes of Action, Liabilities, or Interests based upon any act, omission, transaction, or other activity that occurred before the Effective Date except as expressly provided in the Combined Disclosure Statement and Plan or the Confirmation Order.

Except as otherwise provided in the Combined Disclosure Statement and Plan or to the extent necessary to enforce the terms and conditions of the Combined Disclosure Statement and Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, or as agreed to by the Debtor and a Holder of a Claim against or Interest in the Debtor, all Entities who have held, hold, or may hold Claims against or Interests in the Debtor (whether proof of such Claims or Interests have been filed or not and whether or not such Entities vote in favor of, against, or abstain from voting on the Combined Disclosure Statement and Plan

or are presumed to have accepted or deemed to have rejected the Combined Disclosure Statement and Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are enjoined, on and after the Effective Date through and until the date upon which all Plan Administration Assets have been liquidated and distributed to Creditors or Interest Holders or otherwise in accordance with the terms of the Combined Disclosure Statement and Plan and the Plan Administrator Agreement and the Combined Disclosure Statement and Plan has been fully administered, subject to further extension or reduction by motion on notice, with all parties' rights with respect to such extension or reduction reserved, solely with respect to any Claims, Interests, and Causes of Action that will be or are treated by the Combined Disclosure Statement and Plan from taking any of the following actions against the Debtor, the Post-Effective Date Debtor, the Plan Administrator, the Exculpated Parties, or the Released Parties (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any lien or encumbrance; (d) asserting a right of setoff, other than any rights of setoff that were exercised prior to the Petition Date; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Combined Disclosure Statement and Plan; *provided, however*, that such entities shall not be precluded from exercising their rights pursuant to and consistent with the terms of the Combined Disclosure Statement and Plan or the Confirmation Order; *provided, further*, that the foregoing shall not apply to any acts, omissions, Claims, Causes of Action, or other obligations expressly set forth in and preserved by the Combined Disclosure Statement and Plan or any defenses thereto. Notwithstanding the foregoing, nothing herein shall be otherwise deemed to modify, limit, amend or supersede any injunctions or stays granted in the Sale Order.

Upon entry of the Confirmation Order, all Holders of Claims or Interests and their respective current and former employees, agents, officers, directors, principals, and Affiliates shall be enjoined from taking any actions to interfere with the implementation or consummation of the Combined Disclosure Statement and Plan.

ARTICLE XV RETENTION OF JURISDICTION

15.1 Jurisdiction of Bankruptcy Court.

Pursuant to Bankruptcy Code sections 105(a) and 1142, and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Combined Disclosure Statement and Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- a. allow, disallow, determine, subordinate, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest (whether Filed before or after the Effective Date and whether or not contingent, disputed or unliquidated or for contribution, indemnification or reimbursement), including the

compromise, settlement and resolution of any request for payment of any Claims or Interests, the resolution of any Objections to the allowance or priority of Claims or Interests and to hear and determine any other issue presented hereby or arising hereunder, including during the pendency of any appeal relating to any Objection to such Claim or Interest to the extent permitted under applicable law;

- b. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Combined Disclosure Statement and Plan, for periods ending on or before the Effective Date;
- c. hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters, including, but not limited to, all Causes of Action, and consider and act upon the compromise and settlement of any Claim or Interest, or Cause of Action;
- d. determine and resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract to which the Debtor is a party or with respect to which the Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising there from;
- e. ensure that all Distributions to Holders of Allowed Claims or Allowed Interests under the Combined Disclosure Statement and Plan and the performance of the provisions of the Combined Disclosure Statement and Plan are accomplished as provided herein and resolve any issues relating to Distributions to Holders of Allowed Claims or Allowed Interests pursuant to the provisions of the Combined Disclosure Statement and Plan;
- f. construe, take any action and issue such orders, prior to and following the Confirmation Date and consistent with Bankruptcy Code section 1142, as may be necessary for the enforcement, implementation, execution and Consummation of the Combined Disclosure Statement and Plan and all contracts, instruments, releases, other agreements or documents created in connection with the Combined Disclosure Statement and Plan, including, without limitation, the Disclosure Statement and the Confirmation Order, for the maintenance of the integrity of the Combined Disclosure Statement and Plan in accordance with Bankruptcy Code sections 524 and 1141 following the occurrence of the Effective Date;
- g. determine and resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation, implementation or enforcement of the Combined Disclosure Statement and Plan (and all exhibits and schedules thereto) or the Confirmation Order, including the releases and injunction provisions set forth in and contemplated by the Combined Disclosure Statement and Plan or

the Confirmation Order, or any entity's rights arising under or obligations incurred in connection therewith;

- h. determine and resolve any cases, controversies, suits or disputes that may arise in connection with the Sale or Asset Purchase Agreement, or any entity's rights arising under or obligations incurred in connection therewith;
- i. modify the Combined Disclosure Statement and Plan or the Confirmation Order before or after the Effective Date, pursuant to Bankruptcy Code section 1127, as well as any contract, instrument, release, or other agreement or document created in connection with the Combined Disclosure Statement and Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Combined Disclosure Statement and Plan, the Confirmation Order or any contract, instrument, release, or other agreement or document created in connection with the Combined Disclosure Statement and Plan or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Combined Disclosure Statement and Plan, to the extent authorized by the Bankruptcy Code and the Combined Disclosure Statement and Plan;
- j. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with Consummation, implementation or enforcement of the Combined Disclosure Statement and Plan or the Confirmation Order;
- k. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;
- l. determine any other matters that may arise in connection with or relating to the Combined Disclosure Statement and Plan, the Confirmation Order or any contract, instrument, release, or other agreement or document created in connection with the Combined Disclosure Statement and Plan or the Confirmation Order;
- m. determine such other matters and for such other purposes as may be provided in the Confirmation Order;
- n. hear and determine matters concerning state, local and federal taxes in accordance with Bankruptcy Code sections 346, 505 and 1146;
- o. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Case;
- p. determine and resolve controversies related to the Estate, the Debtor, or the Plan Administrator from and after the Effective Date;
- q. hear and determine any other matter relating to the Combined Disclosure Statement and Plan; and

- r. enter a final decree closing the Chapter 11 Case.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1 Modification of the Combined Disclosure Statement and Plan.

The Debtor may alter, amend, or modify the Combined Disclosure Statement and Plan or any exhibits or schedules hereto under Bankruptcy Code section 1127(a) at any time prior to or after the Confirmation Date but prior to the substantial Consummation of the Combined Disclosure Statement and Plan; *provided, however*, that any such alteration, amendment or modification does not materially and adversely affect the treatment of Holders of Claims or Interests under the Combined Disclosure Statement and Plan. Any Holder of a Claim or Interest that has accepted the Combined Disclosure Statement and Plan shall be deemed to have accepted the Combined Disclosure Statement and Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim or Interest of such Holder.

16.2 Revocation, Withdrawal, or Non-Confirmation of the Combined Disclosure Statement and Plan.

The Debtor reserves the right to revoke or withdraw the Combined Disclosure Statement and Plan prior to the Confirmation Hearing. If the Combined Disclosure Statement and Plan is revoked or withdrawn prior to the Confirmation Hearing, or if the Combined Disclosure Statement and Plan is not confirmed by the Bankruptcy Court, then:

- a. the Combined Disclosure Statement and Plan shall be null and void in all respects, and
- b. nothing contained in the Combined Disclosure Statement and Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor or any other Entity, (ii) prejudice in any manner the rights of the Debtor or any other Entity, or (iii) constitute an admission of any sort by the Debtor or any other Entity.

16.3 Binding Effect.

Except as otherwise provided in Bankruptcy Code section 1141(d)(3) and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Combined Disclosure Statement and Plan shall bind any Holder of a Claim against, or Interest in, the Debtor and such Holder's respective successors and assigns, whether or not the Claim or Interest of such Holder is Impaired under the Combined Disclosure Statement and Plan and whether or not such Holder has accepted the Combined Disclosure Statement and Plan.

16.4 Subordination Rights.

The classification and manner of satisfying all Claims and the respective Distributions and treatments hereunder take into account and/or conform to the relative priority and rights of the

Claims in each Class in connection with the contractual, legal and equitable subordination rights relating thereto, whether arising under contract, general principles of equitable subordination, Bankruptcy Code section 510(b) Code or otherwise. All subordination rights that a Holder of a Claim may have with respect to any Distribution to be made under the Combined Disclosure Statement and Plan shall be implemented through the Combined Disclosure Statement and Plan, and all actions by such Holder of a Claim related to the enforcement of such subordination rights shall be enjoined permanently. The provisions of any contractual or structural subordination of Claims shall remain enforceable by the Plan Administrator on behalf of the Estate after the occurrence of the Effective Date. Without limitation hereunder, the Plan Administrator, on behalf of the Estate, may likewise enforce any right of the Debtor or the Estate to equitably or otherwise subordinate Claims under Bankruptcy Code section 510, which rights are deemed transferred to, remain and are preserved in the Plan Administrator except as otherwise expressly set forth herein or as expressly provided in a Final Order of the Bankruptcy Court in the Chapter 11 Case.

16.5 Severability of Provisions.

If, prior to Confirmation, any term or provision of the Combined Disclosure Statement and Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtor, 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 of the Combined Disclosure Statement and Plan 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 of the Combined Disclosure Statement and Plan, as it may be altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

16.6 Payment of Statutory Fees; Filing of Quarterly Reports.

All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code (“U.S. Trustee Fees”) prior to the Effective Date shall be paid by the Debtor on the Effective Date. After the Effective Date, the Debtor, the Post-Effective Date Debtor, and the Plan Administrator shall be jointly and severally liable to pay any and all U.S. Trustee Fees when due and payable. The Debtor shall File all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Plan Administrator and the Post-Effective Date Debtor, shall file with the Bankruptcy Court UST Form 11-PCR reports when they become due. The Debtor, the Post-Effective Date Debtor, and the Plan Administrator shall remain obligated to pay U.S. Trustee Fees to the Office of the U.S. Trustee until the earliest of the Debtor’s case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code. The U.S. Trustee shall not be required to File any Administrative Claim in the case and shall not be treated as providing any release under the Plan.

16.7 Bankruptcy Rule 2002 Notice Parties.

After the Effective Date, the Debtor, the Post-Effective Date Debtor and the Plan Administrator, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Effective Date to receive documents pursuant to Bankruptcy Rule 2002.

16.8 Exemption from Section 1146.

Pursuant to Bankruptcy Code section 1146(a), under the Combined Disclosure Statement and Plan, (i) the issuance, distribution, transfer or exchange of any debt, equity security or other interest in the Debtor; or (ii) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Combined Disclosure Statement and Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Combined Disclosure Statement and Plan, shall not be taxed under any law imposing a stamp tax or similar tax. To the extent that the Debtor or Plan Administrator elect to sell any property prior to or after the Confirmation Date, such sales of property will be exempt from any transfer taxes in accordance with Bankruptcy Code section 1146(c). All subsequent issuances, transfers or exchanges of securities, or the making or delivery of any instrument of transfer by the Debtor in the Chapter 11 Case shall be deemed to be or have been done in furtherance of the Combined Disclosure Statement and Plan.

16.9 Insurance.

Confirmation of the Combined Disclosure Statement and Plan and the occurrence of the Effective Date shall have no effect on insurance policies of the Debtor in which the Debtor is or was an insured party. Each insurance company is prohibited from, and the Confirmation Order shall include an injunction against, denying, refusing, altering, or delaying coverage on any basis regarding or related to the Chapter 11 Case, the Combined Disclosure Statement and Plan or any provision within the Combined Disclosure Statement and Plan, including the treatment or means of liquidation set out within the Combined Disclosure Statement and Plan for insured Claims.

16.10 Successors and Assigns.

The rights, benefits and obligations of any Entity named or referred to in the Combined Disclosure Statement and Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Entity.

16.11 Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules or other federal laws is applicable, and subject to the provisions of any contract, instrument, release, or other agreement or document entered into in connection with the Combined Disclosure Statement and Plan, the construction, implementation and enforcement of the Combined Disclosure Statement and Plan and all rights and obligations arising under the Combined Disclosure Statement and Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles which

would apply the law of a jurisdiction other than the State of Delaware or the United States of America.

16.12 Exhibits and Schedules. All exhibits and schedules annexed hereto, and all documents submitted in support hereof, including, without limitation, the Plan Supplement, are incorporated into and are a part of the Combined Disclosure Statement and Plan as if set forth in full herein. Holders of Claims and Interests may obtain copies of the Filed exhibits and schedules upon written request to the Debtor. Upon their Filing, the exhibits and schedules may be inspected in the Office of the Clerk of the Bankruptcy Court or its designee during normal business hours. The documents contained in the exhibits and schedules shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. To the extent any exhibit or schedule annexed hereto is inconsistent with the Combined Disclosure Statement and Plan, the contents of the Combined Disclosure Statement and Plan shall control.

16.13 Reservation of Rights.

The Filing of the Combined Disclosure Statement and Plan, any statement or provision contained in the Combined Disclosure Statement and Plan, or the taking of any action by the Debtor with respect to the Combined Disclosure Statement and Plan shall not be, and shall not be deemed to be, an admission or waiver of any rights of the Debtor with respect to the Holders of Claims and Interests.

Dated: November 20, 2025

Old School, Inc.

/s/ Craig R. Jalbert

Name: Craig R. Jalbert

Title: Director

Exhibit A

Liquidation Analysis

**Old School, Inc.
District of Delaware
Case # 25-11016 (CTG)**

Liquidation Analysis

	Chap. 11 Plan		Chap. 7 - Liquidation	
	Amount		Amount	
	<i>Low</i>	<i>High</i>	<i>Low</i>	<i>High</i>
I. Assets:				
Cash-on-hand ^[1]	\$ 9,620,769	\$ 9,620,769	\$ 9,620,769	\$ 9,620,769
Accounts Receivable	953,100	953,100	810,135	905,445
Causes of Actions/Avoidance Actions	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
Total Estimated Proceeds	\$ 10,573,869	\$ 10,573,869	\$ 10,430,904	\$ 10,526,214
II. Secured, Administrative & Priority Claims:				
<i>Secured Debt Obligations</i>				
Senior Secured Debtor-in-Possession Financing ^[1]				
AVAILABLE TO ADMIN/PRIORITY CLAIMS:	\$ 10,573,869	\$ 10,573,869	\$ 10,430,904	\$ 10,526,214
<i>Administrative Debt Obligations</i>				
Professional Fees	\$ 2,540,544	\$ 2,194,106	\$ 2,540,544	\$ 2,309,585
US Trustee Fees	77,745	77,745	77,745	77,745
Chapter 7 Trustee & Professionals			600,000	500,000
Wind-down Costs / Plan Administrator	973,900	831,510	891,345	848,900
Priority Tax Claims	43,823	43,823	43,823	43,823
Admin Total	\$ 3,636,012	\$ 3,147,184	\$ 4,153,457	\$ 3,780,053
<i>Secured & Priority Claims</i>				
Class 1 - Other Secured Claims	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375
Class 2 - Priority Non-Tax Claims				
Secured & Priority Total	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375
AVAILABLE TO GENERAL UNSECURED CLAIMS ("GUC"):	\$ 6,933,482	\$ 7,422,310	\$ 6,273,072	\$ 6,741,785
III. Unsecured Claims				
Class 3 - General Unsecured Claims	\$ 5,737,946	\$ 5,424,700	\$ 5,737,946	\$ 5,424,700
Est. GUC Distribution Percentage	100.0%	100.0%	100.0%	100.0%
AVAILABLE TO PREFERRED EQUITY:	\$ 1,195,536	\$ 1,997,610	\$ 535,126	\$ 1,317,086
Class 4 - Preferred Equity	\$ 54,000,000	\$ 54,000,000	\$ 54,000,000	\$ 54,000,000
Est. Class 4 - Preferred Equity Distribution Percentage	2.2%	3.7%	1.0%	2.4%
Class 5 - 510b Claims ^[2]	\$ 23,200,000	\$ -	\$ 23,200,000	\$ -
Class 6 - Other Equity Interests	\$ -	\$ -	\$ -	\$ -

^[1] Secured DIP debt paid directly from sale proceeds and cash-on-hand reflects a balance net of DIP repayment.

^[2] Presumes these claims have been subordinated, expunged and/or withdrawn.