Solicitation Version

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
DERMTECH, INC., *et al.*,[1]	Case No. 24-11378 (JTD)
Debtors.	(Jointly Administered)

FIRST AMENDED JOINT CHAPTER 11 PLAN OF DERMTECH, INC. AND DERMTECH OPERATIONS, INC.

WILSON SONSINI GOODRICH & ROSATI, P.C.

Erin R. Fay (No. 5268)
Shane M. Reil (No. 6195)
Catherine C. Lyons (No. 6854)
Heather P. Lambert (No. 6923)
222 Delaware Avenue, Suite 800
Wilmington, Delaware 19801
Telephone: (302) 304-7600
E-mails: efay@wsgr.com
sreil@wsgr.com
clyons@wsgr.com
hlambert@wsgr.com

Counsel to the Debtors and Debtors in Possession

Dated: December 13, 2024

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: DermTech, Inc. (0849) and DermTech Operations, Inc. (8997). The Debtors' service address is 12340 El Camino Real, San Diego, California 92130.

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FIRST AMENDED JOINT CHAPTER 11 PLAN OF
DERMTECH, INC. AND DERMTECH OPERATIONS, INC.

INTRODUCTION[1]

The Debtors hereby propose this Plan, which provides for, among other things, the resolution of Claims against and Interests in the Debtors. Reference is made to the Disclosure Statement for, among other things, (i) a discussion of the Debtors' history, business and properties; (ii) a summary and analysis of the Plan, including the compromises and settlements provided for in the Plan; and (iii) certain related matters, including certain risk factors relating to the consummation of the Plan and Distributions to be made under the Plan.

The Debtors are proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

All Holders of Claims who are entitled to vote on the Plan are encouraged to read the Plan and the Disclosure Statement, and the respective exhibits attached thereto, in their entirety before voting to accept or reject the Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and Section 12.3, the Debtors reserve the right to alter, amend, modify, revoke or withdraw the Plan.

No solicitation materials, other than the Disclosure Statement and related materials transmitted therewith, have been approved for use in soliciting acceptances and rejections of the Plan. Nothing in the Plan should be construed as constituting a solicitation of acceptances of the Plan unless and until the Disclosure Statement has been approved by the Bankruptcy Court and distributed to Holders of Claims to the extent required by section 1125 of the Bankruptcy Code.

THE DEBTORS BELIEVE THAT THE PLAN IS IN THE BEST INTERESTS OF CREDITORS AND THE ESTATES AND ENCOURAGE ALL PARTIES TO VOTE TO ACCEPT THE PLAN.

[1] Capitalized terms not defined in this Introduction shall have the meanings ascribed to them in the Plan.

ARTICLE I

DEFINED TERMS AND RULES OF INTERPRETATION

For purposes of the Plan, except as expressly provided or unless the context otherwise requires:

(a) all capitalized terms used in the Plan and not otherwise defined in the Plan, the Bankruptcy Code or the Bankruptcy Rules, shall have the meanings ascribed to them in this Article I;

(b) any capitalized term used in the Plan that is not defined in the Plan, 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;

(c) whenever the context requires, such terms shall include the plural as well as the singular number, the masculine gender shall include the feminine, and the feminine gender shall include the masculine;

(d) any reference in the 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 Plan to sections, articles, schedules, and exhibits are references to sections, articles, schedules and exhibits of or to the Plan;

(f) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan;

(g) captions and headings to articles and sections are inserted for convenience of reference only, and are not intended to be a part of or to affect the interpretation of the Plan; and

(h) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

The capitalized terms used in the Plan shall have the following meanings:

1.1 **Administrative Claim**: A Claim (other than Professional Fee Claims) arising under sections 365, 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, to the extent not previously paid, otherwise satisfied or withdrawn, including fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code.

1.2 **Allowed**: With respect to any Claim, except as otherwise provided herein: (a) a Claim that has been scheduled by the Debtors on the Schedules as other than disputed, contingent or unliquidated and as to which no proof of claim has been Filed; (b) a Claim that is set forth in a Filed proof of claim as to which no objection has been Filed on or before the Claim Objection Deadline, and which is not otherwise a Disputed Claim; (c) a Claim that has been allowed by a Final Order; (d) a Claim that is allowed: (i) in any stipulation or agreement executed by the Debtors prior to the Effective Date and approved by the Bankruptcy Court, (ii) in any stipulation executed

by the Liquidating Trustee on or after the Effective Date, or (iii) in any contract, instrument, indenture or other agreement entered into or assumed by the Debtors in connection with and in accordance with the Plan; or (e) a Claim that is allowed pursuant to the terms of the Plan.

1.3 Allowed Claim, or Allowed [ ] Claim: A Claim that has been Allowed.

1.4 APA: That certain Asset Purchase Agreement, dated August 20, 2024, between the Debtors and the Buyer (as may be amended, including all schedules and exhibits thereto).

1.5 Assets: Any and all right, title and interest of the Debtors and the Estates in and to property of whatever type or nature and wherever located, including all real, personal, mixed, intellectual, tangible or intangible property and any proceeds thereof.

1.6 Avoidance Actions: Any and all avoidance or equitable subordination or recovery actions under sections 105(a), 502(d), 510, 542 through 551 and 553 of, and otherwise under, the Bankruptcy Code or any similar federal, state or common law causes of action.

1.7 Ballot: The ballot form distributed to each Holder of a Claim entitled to vote to accept or reject the Plan.

1.8 Bankruptcy Code: Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as may be amended).

1.9 Bankruptcy Court: The United States Bankruptcy Court for the District of Delaware, or if such court ceases to exercise jurisdiction over the Chapter 11 Cases, such court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases in lieu of the United States Bankruptcy Court for the District of Delaware.

1.10 Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure (as may be amended).

1.11 Bar Date Order: That certain order of the Bankruptcy Court entered on July 15, 2024 [D.I. 94].

1.12 Beneficiaries: The beneficial Holders of Allowed General Unsecured Claims in Class 3, each in its capacity as such.

1.13 Business Day: Any day, excluding Saturdays, Sundays or "legal holidays" (as defined in Bankruptcy Rule 9006(a)(6)) on which commercial banks are open for business in Wilmington, Delaware.

1.14 Buyer: DERM-JES Holdings, LLC.

1.15 Cash: Cash and cash equivalents in certified or immediately available U.S. funds, including bank deposits, checks and similar items.

1.16 Causes of Action: Includes any and all of the Debtors' actions, causes of action, Avoidance Actions, controversies, liabilities, obligations, rights, suits, damages, judgments, Claims, cross-claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or

unliquidated, fixed or contingent, matured or unmatured, suspected or unsuspected, disputed or undisputed, secured or unsecured, whether assertible by the Debtors directly, indirectly, derivatively (including any alter ago theories) or in any representative or other capacity, now existing or hereafter arising, in contract or tort, in law or in equity or pursuant to any other theory of law including under any state or federal securities law), based in whole or in part upon any act, failure to act, error, omission, transaction, occurrence or other event arising or occurring prior to, on, or after the Petition Date. For the avoidance of doubt, Cause of Action also includes (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, and (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

1.17 **Chapter 11 Cases**: The voluntary chapter 11 bankruptcy cases commenced by the Debtors, which are being jointly administered under the case caption *In re DermTech, Inc., et al.*, Case No. 24-11378 (JTD).

1.18 **Claim**: A claim, as defined in section 101(5) of the Bankruptcy Code, against the Debtors or the Estates whether or not asserted or Allowed or arising before the Effective Date.

1.19 **Claim Objection Deadline**: The date that is 180 days after the Effective Date, subject to extension as set forth in Section 8.2.

1.20 **Class**: A category of Claims or Interests designated pursuant to the Plan.

1.21 **Collateral**: Any property or interest in property of the Estates that is subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

1.22 **Committee**: The Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Cases, as it may be reconstituted from time to time.

1.23 **Confirmation**: Entry by the Bankruptcy Court of the Confirmation Order.

1.24 **Confirmation Date**: The date upon which the Confirmation Order is entered by the Bankruptcy Court.

1.25 **Confirmation Hearing**: The hearing or hearings (collectively) held by the Bankruptcy Court on confirmation of the Plan, as such hearing or hearings may be continued from time to time.

1.26 **Confirmation Order**: The Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.27 **Covenant**: Has the meaning ascribed to such term in Section 5.8.

1.28 **Creditor**: Any Holder of a Claim.

1.29 Current D&Os: Has the meaning ascribed to such term in Section 5.8.

1.30 Debtors: DermTech, Inc. and DermTech Operations, Inc.

1.31 Derivative Lawsuit: The lawsuit captioned *Fleischman v. Dobak*, Case No. 3:23-cv-2289-JAH-BGS (S.D. Cal.).

1.32 Disclosure Statement: The *Disclosure Statement for the First Amended Joint Chapter 11 Plan of DermTech, Inc. and DermTech Operations, Inc.*, dated as of [__], 2024, and all exhibits thereto, as the same may be amended, modified or supplemented.

1.33 Disclosure Statement Order: The Final Order of the Bankruptcy Court [D.I. [__]] approving the Disclosure Statement as containing adequate information, pursuant to section 1125(a) of the Bankruptcy Code, and authorizing the Debtors to solicit acceptances of the Plan.

1.34 Disputed Claim: Any Claim: (i) listed on the Schedules as unliquidated, disputed or contingent; (ii) included in a proof of claim as to which an objection or request for estimation has been filed, or as to which the Debtors or the Liquidating Trustee, as applicable, or other parties in interest in accordance with applicable law, retain the ability to interpose a timely objection or request for estimation in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Plan and the Confirmation Order; or (iii) which is otherwise disputed by the Debtors or the Liquidating Trustee, as applicable, in accordance with applicable law and for which the objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order. To the extent that a Claim is held by a Holder that is or may be liable to the Debtors, the Estates or the Liquidating Trustee on account of a Retained Cause of Action, such Claim shall be a Disputed Claim unless and until such Retained Cause of Action has been settled or withdrawn or has been determined by a Final Order.

1.35 Disputed Claims Reserve: A Cash reserve, if any, that may be funded by the Liquidating Trustee with a portion of the Liquidating Trust Assets for Distribution to Beneficiaries holding Disputed Claims if and to the extent that such Disputed Claims become Allowed Claims.

1.36 Distribution: The transfer of Cash or other property by the Liquidating Trust or the Debtors, as applicable, under the Plan to the Holders of Allowed Claims.

1.37 Effective Date: The date that is the first Business Day on which each condition set forth in Article IX has been satisfied or waived as set forth therein.

1.38 Entity: Shall have the meaning set forth in section 101(15) of the Bankruptcy Code. Unless otherwise specified herein, any reference to an Entity as a Holder of a Claim or Interest includes such Entity's successors, assigns and affiliates.

1.39 Estates: The chapter 11 estates of the Debtors created pursuant to section 541 of the Bankruptcy Code.

1.40 Exchange Act: The Securities Exchange Act of 1934, as amended.

1.41 **Excluded Released Party Claims**: (1) any and all Claims and Causes of Action to recover Retention Bonuses from current or former employees or officers of the Debtors; (2) any and all Avoidance Actions; (3) any and all Claims and Causes of Action against current or former directors, officers and insiders of the Debtors arising out of, connected to, or related to the facts and circumstances set forth in the Derivative Lawsuit or the Securities Lawsuit; (4) any and all Claims and Causes of Action against current or former directors and officers for breach of fiduciary duty; (5) any and all Claims and Causes of Action against consultants, auditors, or accountants for negligence, gross negligence or aiding and abetting breach of fiduciary duty; and (6) any Claims or Causes of Action set forth on the Schedule of Additional Retained Causes of Action.

1.42 **Exculpated Parties**: Each of, solely in their capacities as such: (a) the Debtors and the Estates; (b) the Debtors' officers and directors that served in such capacity on or after the Petition Date and any employee of the Debtors that served in a fiduciary capacity on or after the Petition Date; (c) the Professionals retained by the Debtors pursuant to an Order of the Bankruptcy Court; (d) the Committee; (e) the present and former members of the Committee, but solely in their capacity as members of the Committee; (f) the Professionals retained by the Committee pursuant to an Order of the Bankruptcy Court; and (g) the Related Parties of the Professionals retained by the Debtors or the Committee pursuant to an Order of the Bankruptcy Court to the extent acting in a fiduciary capacity on behalf of the estates.

1.43 **File, Filed or Filing**: File, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

1.44 **Face Amount**: When used in reference to an Allowed Claim, the amount of such Claim that is Allowed, and, when used in reference to a Disputed Claim, (a) the liquidated amount set forth in the proof of claim or request for payment relating to the Disputed Claim (if any); (b) an amount agreed to by the Liquidating Trustee and the Holder of the Disputed Claim; or (c) if a request for estimation is Filed with respect to such Disputed Claim, the amount at which such Disputed Claim is estimated by the Bankruptcy Court.

1.45 **Final Decree**: Any Order entered pursuant to section 350 of the Bankruptcy Code, Bankruptcy Rule 3022, and Local Rule 3022-1 closing the Chapter 11 Cases.

1.46 **Final Order**: An order or judgment of the Bankruptcy Court or other court of competent jurisdiction that is not subject to stay or appeal, and for which the applicable time within which to take such action has expired, or for which such action has been adjudicated by the highest court with jurisdiction over the matter.

1.47 **General Unsecured Claim**: Any unsecured, non-priority Claim against the Debtors or the Estates.

1.48 **General Unsecured Claim Distribution**: The aggregate amount of Cash or proceeds realized from the Liquidating Trust Assets, including the proceeds of any Retained Causes of Action, available for Distribution Pro Rata to Holders of Allowed General Unsecured Claims, after the payment, or appropriate reserves have been established, in full satisfaction of wind-down costs, Allowed Unclassified Claims, Allowed Secured Claims and Allowed Priority Non-Tax Claims.

1.49 **Governmental Unit**: The United States, or a department, agency, or instrumentality of the United States (but not a U.S. Trustee while serving as a trustee in a case under the Bankruptcy Code), a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government.

1.50 **Holder**: The Person that is the owner of record of a Claim or Interest, as applicable.

1.51 **Impaired**: When used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.52 **Indemnified Parties**: Has the meaning ascribed to such term in Section 5.6.

1.53 **Initial Distribution Date**: The date determined by the Liquidating Trustee in accordance with the Liquidating Trust Agreement to commence Distributions under the Plan.

1.54 **Insurance Contract**: All insurance policies, including any and all directors' and officers' liability insurance policies, that have been issued at any time to provide coverage to the Debtors and all agreements, documents or instruments relating thereto, *excluding* any such policies that are, or have been, assumed and assigned to the Buyer on or before the Effective Date pursuant to the APA, the Sale Order, and section 365 of the Bankruptcy Code.

1.55 **Insured Claim**: Any Claim or portion of a Claim (other than a Claim held by an employee of the Debtors for workers' compensation coverage under the workers' compensation program applicable in the state in which the employee is or was employed by the Debtors) that is insured under any Insurance Contract, but only to the extent of such coverage.

1.56 **Insurer**: Any company or other entity that issued an Insurance Contract, any third-party administrator, and any respective predecessors and/or affiliates thereof.

1.57 **Intercompany Claim**: Any Claim of a Debtor against another Debtor.

1.58 **Interests**: Any equity security (as such term is defined in section 101(16) of the Bankruptcy Code) of the Debtors, including all issued, unissued, authorized, or outstanding shares of capital stock and any other common stock, preferred stock, limited liability company interests, and any other equity, ownership or profits interests of the Debtors, including all options, warrants, rights, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable, or exchangeable securities, or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in either of the Debtors, whether or not arising under or in connection with any employment agreement, and whether or not certificated, transferable, preferred, common, voting, or denominated "stock," or similar security, that existed immediately before the Effective Date.

1.59 **Lien**: Any lien, security interest, pledge, title retention agreement, encumbrance, charge, mortgage or hypothecation to secure payment of a debt or performance of an obligation, other than, in the case of securities and any other equity ownership interests, any restrictions imposed by applicable United States or foreign securities laws.

1.60 Liquidating Trust: The trust to be established on the Effective Date under the Plan, the Confirmation Order and the Liquidating Trust Agreement.

1.61 Liquidating Trustee: (a) Such Person or entity designated by the Committee, in consultation with the Debtors, prior to the Confirmation Date and approved by the Bankruptcy Court pursuant to the Confirmation Order, and (b) any successor trustee(s) appointed pursuant to the Liquidating Trust Agreement, in each case that has the powers and responsibilities set forth in the Plan, the Confirmation Order, and the Liquidating Trust Agreement.

1.62 Liquidating Trust Agreement: The agreement (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time) by and among the Debtors, the Post-Effective Date Debtors and the Liquidating Trustee specifying the rights, duties and responsibilities of the Liquidating Trustee.

1.63 Liquidating Trust Assets: (a) All the Debtors' Cash; (b) all the Debtors' accounts receivable; (c) all Retained Causes of Action; and (d) all other Assets of the Debtors or of the Estates existing on the Effective Date after giving effect to all Distributions required to be made as of or prior to the Effective Date, including (i) all books, records, and files of the Debtors and of the Estates, in all forms, including electronic and hard copy and (ii) the Debtors' rights under the APA and any ancillary agreements among the Debtors and the Buyer; provided, however, that, notwithstanding the foregoing, the Liquidating Trust Assets shall not include Cash held in the Professional Fee Reserve.

1.64 Local Rules: The Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, as amended from time to time.

1.65 Opt-Out Form: The form distributed to Holders of Claims in Class 1 and Class 2 for purposes of such Holders' exercise of an election to opt out of the releases set forth in section 11.2(b) hereof.

1.66 Order: An order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Cases or the docket of any other court of competent jurisdiction.

1.67 Person: An individual or Entity, limited liability company, corporation, partnership, association, trust or unincorporated organization, joint venture or other person or a government or any agency or political subdivision thereof.

1.68 Petition Date: June 18, 2024, the date on which the Debtors Filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

1.69 Plan: This *First Amended Joint Chapter 11 Plan of DermTech, Inc. and DermTech Operations, Inc.*, dated as of December 13, 2024, and all exhibits thereto, including the Plan Supplement, as the same may be amended, modified or supplemented.

1.70 Plan Supplement: The ancillary documents and information necessary to the implementation and effectuation of the Plan, including (i) the identity and compensation of the Liquidating Trustee, (ii) the Liquidating Trust Agreement and (iii) the Schedule of Additional

Retained Causes of Action, which shall be Filed on or before the date that is seven (7) days prior to the Voting Deadline.

1.71 Post-Effective Date Debtors: The Debtors, on and after the Effective Date.

1.72 Priority Non-Tax Claim: A Claim that is entitled to priority under section 507(a) of the Bankruptcy Code, other than an Administrative Claim and a Priority Tax Claim.

1.73 Priority Tax Claim: A Claim that is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

1.74 Professional: Any professional employed in the Chapter 11 Cases pursuant to sections 327, 328, 1103 or 1104 of the Bankruptcy Code or any professional or other Person seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(3) or 503(b)(4) of the Bankruptcy Code.

1.75 Professional Fee Claim: A Claim of a Professional for compensation or reimbursement of costs and expenses relating to services incurred during the period from the Petition Date through and including the Effective Date.

1.76 Professional Fee Reserve: The reserve established and funded by the Debtors on or prior to the Effective Date pursuant to Section 3.1.3.

1.77 Pro Rata: The proportion that the Allowed Claim in a particular Class bears to the aggregate amount of (a) Allowed Claims in such Class as of the date of determination, plus (b) Disputed Claims in such Class as of the date of determination, in their aggregate Face Amounts or such other amount: (i) as calculated by the Liquidating Trustee on or before the date of any such Distribution; (ii) as determined by an Order of the Bankruptcy Court estimating such Disputed Claim; or (iii) as directed by a Final Order of the Bankruptcy Court.

1.78 Rejection Claim: Any Claim for monetary damages as a result of the rejection of an executory contract or unexpired lease pursuant to the Plan and the Confirmation Order.

1.79 Related Parties: With respect to any Person or Entity, such Person's or Entity's current and former (i) employees, (ii) partners, (iii) professionals, (iv) advisors, (v) agents, and (vi) other representatives, including attorneys, accountants, consultants, investment bankers and financial advisors and the successors, assigns or heirs of such Person or Entity.

1.80 Released Parties: Each solely in their capacities as such, (a) the Debtors and the Estates; (b) the Debtors' current and former directors and officers; and (c) to the extent not included in the foregoing, each of the preceding entities' respective Related Parties; *provided, however,* that the Debtors' former directors and officers, to the extent such Persons were not serving as a director or officer of the Debtors as of the Petition Date, and such former directors' and officers' assigns and heirs, are not Released Parties; *provided, further,* that the Debtors and the Estates shall not be Released Parties for purposes of the third-party releases set forth in section 11.2(b) hereof.

1.81 Release Opt-Out: The item set forth in the Ballots and Opt-Out Forms, due by the Voting Deadline, pursuant to which Holders of Claims in Class 3 that vote to accept or reject the Plan, or

Holders of Claims in Class 1 or 2 that return an Opt-Out Form, may opt out of the releases set forth in Section 11.2(b).

1.82 Releasing Parties: (a) all Holders of Claims deemed hereunder to have accepted the Plan (i.e., Holders of Claims in Unimpaired Classes of Claims) that have neither (i) Filed an objection to the releases in Section 11.2(b) prior to the deadline to object to Confirmation of the Plan nor (ii) timely submitted an Opt-Out Form; and (b) all Holders of Claims in Class 3 that (i) vote to accept or reject the Plan and do not timely submit a Release Opt-Out indicating such Holder's decision to not participate in the releases set forth in Section 11.2(b), or (ii) do not vote to accept or reject the Plan and either do not timely submit a Release Opt-Out, or do not File an objection to the releases in Section 11.2(b) prior to the deadline to object to Confirmation of the Plan; *provided, however*, that Holders of Claims set forth in (a) or (b) whose Ballots or Opt-Out Forms are returned to the Debtors or their agent as undeliverable, or to whom the Debtors or their agent did not mail a Ballot or an Opt-Out Form, shall not be deemed to participate in the releases set forth in Section 11.2(b). Within five (5) business days after the Effective Date, the Debtors or the Liquidating Trust will file (x) a notice setting forth all Holders of Claims set forth in (a) or (b) to whom a Ballot or Opt-Out Form was sent and which was not returned as undeliverable, and who did not elect to opt out of the release, and are therefore deemed to have consented to the release and (y) which entities, if any, upon whom a Ballot or Opt-Out Form was sent and who either elected to opt-out of the release or whose Ballot or Opt-Out Form was returned as undeliverable, and are therefore not deemed to have consented to the release.

1.83 Retained Causes of Action: All rights of the Debtors (including rights of setoff and rights of recoupment, refunds, claims, counterclaims, demands, and Causes of Action) and rights to collect damages of the Debtors against third parties, including: (a) all litigation, arbitration or other types of adversarial or dispute resolution proceedings disclosed on the Schedules and the Debtors' *Statements of Financial Affairs*; and (b) all litigation, arbitration or other types of adversarial or dispute resolution proceedings arising in law, equity or pursuant to any other theory of law and all other rights (including defenses, cross-claims and counter claims), regardless of whether they (or the facts underlying them) were disclosed in the Schedules, the Debtors' *Statements of Financial Affairs*, or otherwise during the Chapter 11 Cases, against or related to any party that (i) owed to the Debtors or the Estates a fiduciary, contractual or statutory duty, whether imposed by law or in equity; (ii) committed a tort or other unlawful or actionable conduct against or related to the Debtors or the Estates; and (iii) received a payment, obligation or other consideration from the Debtors or the Estates that may be avoided under chapter 5 of the Bankruptcy Code and other similar state law claims and causes of action, but as to all of the foregoing in this Section 1.82, excluding all rights of the Debtors (including rights of setoff and rights of recoupment, refunds, claims, counterclaims, demands, Causes of Action) against, and rights of the Debtors to collect damages from, the Released Parties and any third parties released under this Plan, including under Section 11.2, the Confirmation Order or any Final Order, ***except*** the Excluded Released Party Claims, which, for the avoidance of doubt, shall not include any claims released, waived, or purchased by the Buyer pursuant to the APA and the Sale Order. For the avoidance of doubt, anything specified as an "Additional Retained Cause of Action" on the Schedule of Additional Retained Causes of Action is also a Retained Cause of Action under this definition, including certain claims against otherwise Released Parties or Related Parties.

1.84 **Retention Bonuses**: The aggregate $3,013,237 in retention bonuses paid to employees of the Debtors in May and June 2024.

1.85 **Sale Order**: The *Order (A) Authorizing and Approving the Debtors' Entry Into the Purchase Agreement, (B) Authorizing the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Claims, Encumbrances, and Interests, and (C) Granting Related Relief* [D.I. 203].

1.86 **Schedule of Additional Retained Causes of Action**: The schedule of Retained Causes of Action included in the Plan Supplement to be Filed by the Debtors.

1.87 **Schedules**: The Schedules of Assets and Liabilities Filed by the Debtors, as such Schedules may be amended from time to in accordance with Bankruptcy Rule 1009.

1.88 **Section 503(b)(9) Claim**: A Claim that is entitled to priority under section 503(b)(9) of the Bankruptcy Code.

1.89 **Secured Claim**: A Claim that is (i) secured by a valid, perfected and enforceable Lien on property in which the Debtors or the Estates have an interest that is not subject to avoidance, or (ii) subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Creditor's interest in such property or to the extent of the amount subject to setoff, as applicable, all as determined pursuant to sections 506(a) and 1111(b) of the Bankruptcy Code and other applicable law.

1.90 **Securities Lawsuit**: The lawsuit captioned *In re DermTech Inc. Securities Lit.*, Case No. 3:23-cv-01885-DMS-JLB (S.D. Cal.) (which consolidates the cases captioned *Bagheri v. DermTech, Inc.*, No. 23-cv-1885-DMS-JLB and *Quarford v. DermTech, Inc.*, No. 23-cv-2221-DMS-JLB).

1.91 **Subordinated Claim**: Any Claim that is subordinated to General Unsecured Claims pursuant to section 510 of the Bankruptcy Code or a Final Order of the Bankruptcy Court.

1.92 **Unimpaired**: Any Class of Claims that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

1.93 **Unclassified Claims**: Any Administrative Claims, Professional Fee Claims and Priority Tax Claims.

1.94 **U.S. Trustee**: The Office of the United States Trustee for the District of Delaware.

1.95 **U.S. Trustee Fees**: Fees payable pursuant to section 1930 of title 28 of the United States Code.

1.96 **Voting Deadline**: The date and time by which all Ballots to accept or reject the Plan must be received to be counted as set by the Disclosure Statement Order.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

2.1 **Unclassified Claims**. Holders of the following Claims are not entitled to vote on the Plan:

1. *Administrative Claims*
2. *Professional Fee Claims*
3. *Priority Tax Claims*

2.2 **Unimpaired Classes of Claims**. Holders of Claims in the following Unimpaired Classes of Claims are deemed to have accepted the Plan and, therefore, are not entitled to vote on the Plan:

1. *Secured Claims (Class 1)*
2. *Priority Non-Tax Claims (Class 2)*

2.3 **Impaired/Voting Class of Claims**. Holders of Claims and Interests in the following Impaired Class of Claims are entitled to vote on the Plan:

1. *General Unsecured Claims (Class 3)*

2.4 **Impaired/Non-Voting Classes of Claims and Interests**. Holders of Claims and Interests in the following Impaired Classes of Claims and Interests are deemed to have rejected the Plan and, therefore, are not entitled to vote on the Plan:

1. *Subordinated Claims (Class 4)*
2. *Intercompany Claims (Class 5)*
3. *Interests (Class 6)*

ARTICLE III

TREATMENT OF CLAIMS AND INTERESTS

3.1 **Unclassified Claims**.

3.1.1 **Administrative Claims**. Except as otherwise provided for herein, in the Confirmation Order, or in a separate order of the Bankruptcy Court, on, or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) 30 days following the date on which an Administrative Claim becomes an Allowed Administrative Claim, the Holder of such Allowed Administrative Claim shall receive, in full satisfaction of such Allowed Administrative Claim, (a) Cash equal to the unpaid portion of the Face Amount of such Allowed Administrative Claim or (b) such other less favorable treatment as to which such Holder and the Liquidating Trustee shall have agreed upon in writing.

3.1.2 Administrative Claims Bar Date. *All requests for payment of an Administrative Claim (other than Section 503(b)(9) and Professional Fee Claims) arising on or after the Petition Date must be Filed with the Bankruptcy Court and served on counsel to the Liquidating Trustee and the U.S. Trustee no later than 30 days after the Effective Date. In the event of an objection to allowance of an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim.*

3.1.3 Professional Fee Claims and Professional Fee Reserve. On or before the Effective Date, the Debtors shall establish the Professional Fee Reserve, which shall only be used to pay Professional Fee Claims, unless and until all Professional Fee Claims have been paid in full, otherwise satisfied or withdrawn. The Estates shall fund the Professional Fee Reserve on the Effective Date in an amount that is agreed upon by the Debtors and the Committee and that approximates, as of the Effective Date, the total projected amount of unpaid Professional Fee Claims. If the Debtors and the Committee are unable to agree on the amount in which the Professional Fee Reserve is to be funded, the Debtors and the Committee shall submit the issue to the Bankruptcy Court, which, following notice and a hearing, shall fix the amount of the required Professional Fee Reserve. Any excess funds in the Professional Fee Reserve shall be transferred to the Liquidating Trust to be used for other purposes consistent with the Plan and the Liquidating Trust Agreement. If the Professional Fee Reserve is insufficient to pay in full all Allowed Professional Fee Claims, the Liquidating Trustee shall pay the balance of any unpaid Allowed Professional Fee Claims out of the Liquidating Trust Assets.

3.1.4 Professional Fee Claims Bar Date. *All final requests for payment of Professional Fee Claims pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code must be made by application Filed with the Bankruptcy Court and served on counsel to the Liquidating Trustee, counsel to the Post-Effective Date Debtors, counsel to the Committee, and the U.S. Trustee no later than 45 days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Objections to such applications must be Filed and served on counsel to the Liquidating Trustee, counsel to the Post-Effective Date Debtors, counsel to the Committee, the U.S. Trustee, and the requesting Professional in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and any applicable orders of the Bankruptcy Court, including the Interim Compensation Order. All Professional Fee Claims shall be paid by the Estates to the extent approved by Order of the Bankruptcy Court within five (5) Business Days from entry of such Order. Notwithstanding anything to the contrary herein, all parties' rights are reserved with respect to the final allowance and payment of any Professional Fee Claims.*

3.1.5 Priority Tax Claims. In full satisfaction of such Claims, Holders of Allowed Priority Tax Claims shall be paid, at the Liquidating Trustee's discretion, as follows: (a) Cash equal to the unpaid portion of the Face Amount of such Allowed Priority Tax Claim on the later of the Effective Date or 30 days following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim; (b) in regular installment payments in Cash over a period not exceeding five (5) years after the Petition Date, plus interest on the unpaid portion thereof at the rate determined under applicable non-bankruptcy law as of the calendar month in which the Confirmation Date occurs; and (c) such other treatment as to which the Holder of an Allowed Priority Tax Claim and the Liquidating Trustee shall have agreed upon in writing.

3.2 Unimpaired Classes of Claims.

3.2.1 Class 1: Secured Claims. On or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) 30 days following the date on which a Secured Claim becomes an Allowed Secured Claim, the Holder of such Allowed Secured Claim shall receive, at the discretion of the Liquidating Trustee, in full satisfaction of such Allowed Secured Claim, (i) Cash equal to the value of such Claim; (ii) the return of the Holder's Collateral securing such Claim; (iii) the reinstatement of such Claim pursuant to sections 1124(1) or 1124(2) of the Bankruptcy Code; or (iv) such other less favorable treatment as to which such Holder and the Liquidating Trustee shall have agreed upon in writing. ***Class 1 is Unimpaired, and therefore Holders of Secured Claims are conclusively presumed to have accepted the Plan***.

3.2.2 Class 2: Priority Non-Tax Claims. On or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) 30 days following the date on which a Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, the Holder of such Allowed Priority Non-Tax Claim shall receive, in full satisfaction of such Allowed Priority Non-Tax Claim, either (i) Cash equal to the unpaid portion of the Face Amount of such Allowed Priority Non-Tax Claim; or (ii) such other less favorable treatment as to which such Holder and the Liquidating Trustee shall have agreed upon in writing. ***Class 2 is Unimpaired, and therefore Holders of Priority Non-Tax Claims are conclusively presumed to have accepted the Plan***.

3.3 Impaired/Voting Class of Claims.

3.3.1 Class 3: General Unsecured Claims. Holders of Allowed General Unsecured Claims shall receive a beneficial interest in the Liquidating Trust entitling such Holders to (i) their Pro Rata share of the General Unsecured Claim Distribution, or (ii) such other less favorable treatment as to which any such Holder and the Liquidating Trustee shall have agreed upon in writing. ***Class 3 is Impaired, and therefore Holders of General Unsecured Claims are entitled to vote on the Plan***.

3.4 Impaired/Non-Voting Classes of Claims and Interests.

3.4.1 Class 4: Subordinated Claims. On the Effective Date, Holders of Subordinated Claims shall not be entitled to, and shall not receive or retain, any property or interest in property under the Plan on account of such Subordinated Claims. ***Class 4 is deemed to have rejected the Plan, and therefore Holders of Subordinated Claims are not entitled to vote on the Plan***.

3.4.2 Class 5: Intercompany Claims. On the Effective Date, all Intercompany Claims shall be eliminated and extinguished by reason of being set off, settled, distributed, contributed, cancelled, released, and/or otherwise addressed at the option of the Debtors (with the consent of the Committee) without any Distribution on account of such Claims. Class 5 is Impaired. ***Class 5 is deemed to have rejected the Plan, and therefore Holders of Intercompany Claims are not entitled to vote on the Plan.***

3.4.3 Class 6: Interests. On the Effective Date, all Interests of any kind shall be deemed cancelled, and the Holders thereof shall not receive or retain any property, interest in property or consideration under the Plan on account of such Interests. ***Class 6 is deemed to have rejected the Plan, and therefore Holders of Interests are not entitled to vote on the Plan***.

3.5 Provision Governing Allowance and Defenses to Claims. On and after the Effective Date, all of the Debtors' and the Estates' rights under section 558 of the Bankruptcy Code shall be assigned to, and shall vest in, the Liquidating Trust. Nothing under the Plan shall affect the rights and defenses of the Estates, the Debtors, the Post-Effective Date Debtors, the Liquidating Trust or the Liquidating Trustee in respect of any Claim not Allowed by Final Order, including all rights in respect of legal and equitable objections, defenses, setoffs or recoupment against such Claims. The Liquidating Trust may, but shall not be required to, setoff against any Claim (for purposes of determining the Allowed amount of such Claim on which Distribution shall be made) any Claims of any nature whatsoever that the Estates, the Debtors, the Post-Effective Date Debtors, the Liquidating Trust, or the Liquidating Trustee may have against the Claim Holder, including Avoidance Actions, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Estates, the Debtors, the Post-Effective Date Debtors, the Liquidating Trust or the Liquidating Trustee of any such Claim they may have against such Claim Holder. The Liquidating Trustee may (i) designate any Claim as Allowed at any time from and after the Effective Date and (ii) may designate any Claim as a Disputed Claim and not Allowed at any time from and after the Effective Date until the Claim Objection Deadline.

ARTICLE IV

ACCEPTANCE OR REJECTION OF THE PLAN

4.1 Impaired Class of Claims Entitled to Vote. Only the votes of Holders of Claims in Class 3 shall be solicited with respect to the Plan.

4.2 Acceptance by an Impaired Class. In accordance with section 1126(c) of the Bankruptcy Code, and except as provided in section 1126(e) of the Bankruptcy Code, Class 3 shall have accepted the Plan if the 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 Claims allowed for purposes of Plan voting pursuant to the Disclosure Statement Order that have timely and properly voted to accept or reject the Plan.

4.3 Presumed Acceptances by Unimpaired Classes. Class 1 and Class 2 are Unimpaired under the Plan. ***Under section 1126(f) of the Bankruptcy Code, the Holders of Claims in such Unimpaired Classes are conclusively presumed to have accepted the Plan, and therefore the votes of the Holders of such Claims shall not be solicited***.

4.4 Impaired Classes Deemed to Reject Plan. Holders of Subordinated Claims, Intercompany Claims, and Interests in Classes 4, 5 and 6 are not entitled to receive or retain any property or interests in property under the Plan. ***Under section 1126(g) of the Bankruptcy Code, such Holders are deemed to have rejected the Plan, and therefore the votes of such Holders shall not be solicited***.

4.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code. Because at least one Impaired Class is deemed to have rejected the Plan, the Debtors will request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right, in consultation with the Committee, to alter, amend, modify, revoke or withdraw the Plan, the Plan Supplement or any schedule or exhibit, including to amend or modify it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

4.6 Elimination of Vacant Classes. Any Class of Claims that does not contain, as of the date of the commencement of the Confirmation Hearing, a Holder of a Claim allowed for purposes of Plan voting pursuant to the Disclosure Statement Order shall be deemed eliminated from the Plan for purposes of determining acceptance of the Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

ARTICLE V

IMPLEMENTATION OF THE PLAN AND THE LIQUIDATION TRUST

5.1 Implementation of the Plan. The Plan will be implemented by, among other things, the appointment of the Liquidating Trustee and the making of Distributions from the Liquidating Trust Assets, including all Cash and the proceeds, if any, from the Retained Causes of Action, by the Liquidating Trust in accordance with the Plan and the Liquidating Trust Agreement. Except as otherwise provided in the Plan, on and after the Effective Date, all Assets of the Estates, including all claims, rights, Retained Causes of Action and any property acquired by the Debtors under or in connection with the Plan, shall vest in the Liquidating Trust, free and clear of all Liens, Claims, and Interests subject to the substantive consolidation provided for herein.

5.2 Substantive Consolidation for Plan Purposes Only. Except as otherwise provided in the Plan, each Debtor shall continue to maintain its separate corporate existence after the Effective Date for all purposes, other than the treatment of Claims and Distributions under the Plan. Except as expressly provided in the Plan (or as otherwise ordered by the Bankruptcy Court), on the Effective Date, for purposes of voting to accept or reject the Plan and Distributions: (i) the Assets and liabilities of the Debtors shall be deemed merged or treated as though they were merged into and with the Assets and liabilities of Debtor DermTech, Inc.; (ii) all guarantees by one Debtor of the obligations of the other Debtor shall be deemed eliminated and extinguished so that any Claim against any Debtor, and any guarantee thereof executed by either Debtor and any joint or several liability of either Debtor shall be deemed to be one obligation of Debtor DermTech, Inc.; (iii) each and every Claim filed or to be filed in either of the Chapter 11 Cases shall be treated as filed against the consolidated Debtors and shall be treated as one Claim against and obligation of DermTech, Inc.; (iv) all Intercompany Claims shall be eliminated and extinguished, and holders of Intercompany Claims shall not receive any Distributions or retain any property pursuant to the Plan on account of such Intercompany Claims; and (v) for purposes of determining the availability of the right of setoff under section 553 of the Bankruptcy Code, the Debtors shall be treated as one entity, DermTech, Inc., so that, subject to the other provisions of section 553 of the Bankruptcy Code, debts due to either Debtor may be set off against the debts of the other Debtor. Such substantive consolidation shall not (other than for purposes relating to the Plan) affect the legal and corporate structures of the Post-Effective Date Debtors. Moreover, such substantive consolidation shall not affect any subordination provisions set forth in any agreement relating to any Claim or Interest or the ability of the Liquidating Trust to seek to have any Claim or Interest subordinated in accordance with any contractual rights or equitable principles. Notwithstanding anything in this section to the contrary, all post-Effective Date fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930, if any, shall be calculated on a separate legal entity basis for each Post-Effective Date Debtor.

5.3 The Debtors' Post-Effective Date Corporate Affairs.

5.3.1 Debtors' Officers and Directors. On the Effective Date, the Debtors' officers and directors shall be terminated automatically without the need for any corporate action or approval and without the need for any corporate filings, and shall have no continuing obligations to the Debtors following the occurrence of the Effective Date.

5.3.2 Dissolution and Cancellation of the Debtors. On the Effective Date, the Liquidating Trustee shall be the sole officer and director of the Post-Effective Date Debtors and appointed to manage the Post-Effective Date Debtors in accordance with the Plan and the Liquidating Trust Agreement. Following the implementation of the Plan, the administration and Distribution of the Liquidating Trust Assets in accordance with the terms of the Plan, and the winding down of the Post-Effective Date Debtors' affairs, without the need for any further order or action of the Bankruptcy Court, the Post-Effective Date Debtors will be dissolved, and their affairs will be wound up in accordance with Delaware law. The Liquidating Trustee is authorized to take all actions reasonably necessary to dissolve the Post-Effective Date Debtors, and none of the Liquidating Trustee, the Liquidating Trust or the Post-Effective Date Debtors shall be required to pay any taxes or fees in order to cause such dissolution and termination of the Post-Effective Date Debtors' existence.

5.3.3 Securities Filings and "Going Dark". Each of the Debtors, the Post-Effective Date Debtors, and the Liquidating Trustee is authorized, as of the Effective Date, to file with the Securities and Exchange Commission a Form 15 on behalf of the Debtors for the purpose of suspending the duty to file reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934, as amended, and shall file such Form 15 on or promptly after the Effective Date, unless the Debtors have previously filed such Form 15.

5.4 The Liquidating Trust and the Liquidating Trustee.

5.4.1 Liquidating Trustee. The Liquidating Trust Agreement shall (i) be in form and substance consistent in all respects with this Plan and satisfactory to the Debtors and the Committee, and (ii) contain customary provisions for trust agreements utilized in comparable circumstances, including any and all provisions necessary to ensure continued treatment of the Liquidating Trust as a grantor trust and the Beneficiaries as the grantors and owners thereof for federal income tax purposes. All relevant parties will take all actions necessary to cause title to the Liquidating Trust Assets to be transferred to the Liquidating Trust. The powers, authority, responsibilities, and duties of the Liquidating Trust and the Liquidating Trustee are set forth in and will be governed by the Liquidating Trust Agreement, the Plan, and the Confirmation Order.

5.4.2 Purpose of the Liquidating Trust. The Liquidating Trust will be established for the primary purpose of liquidating the Liquidating Trust Assets, investigating and/or pursuing Retained Causes of Action; reconciling and objecting to Claims; and making Distributions to Beneficiaries in accordance with Treas. Reg. § 301.7701-4(d), Revenue Procedure 94–45, 1994.28 I.R.B. 124, the Plan, the Confirmation Order, and the Liquidating Trust Agreement, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust.

5.4.3 Beneficiaries of the Liquidating Trust. The Beneficiaries of the Liquidating Trust are the Holders of Allowed General Unsecured Claims.

5.4.4 Distribution of the Liquidating Trust Assets. The Liquidating Trust Assets will be distributed in accordance with the Plan, the Confirmation Order, the Bankruptcy Code, and the Liquidating Trust Agreement.

5.4.5 Transfer of Assets to the Liquidating Trust.

(a) The Debtors and the Liquidating Trustee will establish the Liquidating Trust on behalf of the Beneficiaries pursuant to the Liquidating Trust Agreement, with the Beneficiaries to be treated as the grantors and deemed owners of the Liquidating Trust Assets. The Debtors will irrevocably transfer, assign, and deliver to the Liquidating Trust, on behalf of the Beneficiaries, all of their rights, title, and interests in the Liquidating Trust Assets, notwithstanding any prohibition on assignment under nonbankruptcy law. The Liquidating Trust will accept and hold the Liquidating Trust Assets in the Liquidating Trust for the benefit of the Beneficiaries, subject to the Plan and the Liquidating Trust Agreement.

(b) On the Effective Date, all Liquidating Trust Assets will vest and be deemed to vest in the Liquidating Trust in accordance with section 1141 of the Bankruptcy Code; *provided*, that the Liquidating Trust, with the consent of the Liquidating Trustee and after giving notice to the Beneficiaries, may abandon or otherwise not accept any Liquidating Trust Assets that the Liquidating Trustee believes, in good faith, have no value to the Liquidating Trust. Any Assets the Liquidating Trust so abandons or otherwise does not accept shall not vest in the Liquidating Trust. As of the Effective Date, all Liquidating Trust Assets vested in the Liquidating Trust shall be free and clear of all Liens, Claims, and Interests except as otherwise specifically provided in the Plan or in the Confirmation Order. Upon the transfer by the Debtors of the Liquidating Trust Assets to the Liquidating Trust or abandonment of Liquidating Trust Assets by the Liquidating Trust, the Debtors will have no reversionary or further interest in or with respect to any Liquidating Trust Assets or the Liquidating Trust. Notwithstanding anything herein to the contrary, the Debtors, the Post-Effective Date Debtors, the Liquidating Trust and the Liquidating Trustee shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

(c) Upon the occurrence of the Effective Date, the Debtors' remaining books and records that were not sold pursuant to the Purchase Agreement shall be transferred to the Liquidating Trust, which shall maintain or destroy all financial books and records, emails, and other financial documents relating to the Debtors' business that are currently in the Debtors' possession consistent with applicable law and the Liquidating Trustee's duties. Upon the occurrence of the Effective Date, the Debtors shall also provide to the Liquidating Trust access to, and control of, a complete image of the Debtors' server or the cloud (including, in each case, all metadata), including all Outlook data files or other email data files (in each case, including all metadata) stored in such account that were hosted on the Debtors' servers or in the cloud on or prior to the Effective Date. Further, upon the Effective Date, the Debtors shall transfer administrative account access including administrative control relating to all information technology accounts and systems to the Liquidating Trustee. Nothing in the Plan or the Confirmation Order shall affect the obligations of the pre-Effective Date Debtors, the Liquidating Trust, and/or any transferee or custodian to maintain all books and records that are subject to any

governmental subpoena, document preservation letter, or other investigative request from a governmental agency.

5.4.6 Interests in the Liquidating Trust Assets. Each Beneficiary shall have a beneficial interest in the Liquidating Trust Assets as provided for in Section 3.3.1.

5.4.7 Identity of the Liquidating Trustee. The identity of the Liquidating Trustee shall be disclosed in the Plan Supplement.

5.4.8 Compensation of the Liquidating Trustee. The Liquidating Trustee's compensation shall be described in the Plan Supplement.

5.4.9 Rights and Powers of the Debtors and the Liquidating Trustee.

(a) General Powers and Duties. From and after the Effective Date, pursuant to the terms and provisions of the Plan and the Liquidating Trust Agreement, the Liquidating Trustee 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 to perform the duties assigned to the Liquidating Trustee under the Plan or the Liquidating Trust Agreement; (ii) comply with the Plan and the obligations hereunder; (iii) employ, retain or replace professionals to represent him or her with respect to his or her responsibilities; (iv) object to Claims as provided in the Plan, and prosecute such objections; (v) compromise and settle any issue or dispute regarding the amount, validity, priority, treatment or allowance of any Claim or Interest; (vi) establish, replenish or release any reserves as provided in the Plan, as applicable; (vii) exercise such other powers as may be vested in the Liquidating Trustee pursuant to the Plan, the Liquidating Trust Agreement or any other order of the Bankruptcy Court, including the Confirmation Order, or otherwise act on behalf of and for the Debtors and the Post-Effective Date Debtors from and after the Effective Date; (viii) file applicable tax returns for the Debtors and the Liquidating Trust pursuant to Section 5.4.10(b); (ix) liquidate any of the Liquidating Trust Assets; and (x) prosecute, compromise, resolve or withdraw any of the Retained Causes of Action. The Liquidating Trust may, without the need for further Bankruptcy Court approval, retain legal counsel and financial advisors to advise him or her in the performance of his or her duties, which counsel and advisors may be counsel and advisors for the Debtors and the Committee. The Liquidating Trustee shall not be required to give any bond or surety or other security for the performance of his or her duties unless otherwise ordered by the Bankruptcy Court. Additionally, if the Bankruptcy Court requires the Liquidating Trustee to post a bond or surety, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Liquidating Trust Assets.

(b) Distributions. Pursuant to the terms and provisions of the Plan and the Liquidating Trust Agreement, the Liquidating Trustee shall make the required Distributions specified under the Plan and in accordance with the Plan.

(c) Representative of the Estates. The Liquidating Trustee will be appointed as the representative of the Estates pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code and vested with the authority and power (subject to the Liquidating Trust Agreement) of the representative of the Estates. After the Effective Date, the Liquidating Trust shall have the authority and right on behalf of the Debtors without the need for Bankruptcy Court

approval (unless otherwise expressly indicated herein or if required by the Bankruptcy Code or the Bankruptcy Rules), to carry out and implement all provisions of the Plan.

(d) Expenses Incurred On or After the Effective Date. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses (including taxes) incurred by the Liquidating Trustee on or after the Effective Date and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Liquidating Trustee shall be paid in Cash from the Liquidating Trust Assets without any further notice to or action, order, or approval of the Bankruptcy Court.

5.4.10 Tax Treatment of the Liquidating Trust.

(a) For all federal income tax purposes, the Beneficiaries of the Liquidating Trust will be treated as grantors and owners thereof and it is intended that the Liquidating Trust be classified as a Liquidating Trust under 26 C.F.R. § 301.7701–4 and that the Liquidating Trust is owned by the Beneficiaries. Accordingly, for federal income tax purposes, it is intended that the Beneficiaries be treated as if they had received a distribution of an undivided interest in the Liquidating Trust Assets and then contributed such interests to the Liquidating Trust. Accordingly, the Liquidating Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trust Assets, make timely Distributions to the Beneficiaries pursuant to the Plan, and not unduly prolong the Liquidating Trust's duration. The Liquidating Trust is intended to satisfy the requirements under Revenue Procedure 94-45, 1994-2 C.B. 684 and thus to qualify as a "grantor trust" for federal income tax purposes with the Beneficiaries treated as grantors and owners of the trust.

(b) The Liquidating Trustee shall file returns for the Liquidating Trust, except with respect to the Disputed Claims Reserve, as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with the Plan. The Liquidating Trustee will pay all taxes imposed on the Liquidating Trust (including any taxes imposed on the portion of the Liquidating Trust treated as a "Disputed Ownership Fund") from Liquidating Trust Assets (although any taxes imposed on any Disputed Claims Reserve will be paid out of such Disputed Claims Reserve and not out of general assets held by the Liquidating Trust). The Liquidating Trust's taxable income, gain, loss, deduction or credit will be allocated to each holder in accordance with their relative beneficial interests in the Liquidating Trust.

(c) The Liquidating Trustee may, at the Liquidating Trustee's sole discretion, file a tax election to treat any Disputed Claims Reserve as a "Disputed Ownership Fund" as described in Treasury Regulation § 1.468B-9 or other taxable entity rather than as a part of the Liquidating Trust for federal income tax purposes. If such election is made, all parties, including the Debtors, the Liquidating Trustee, and any Beneficiaries, shall report consistently for U.S. federal, state, and local income tax purposes, and the Liquidating Trust shall comply with all tax reporting and tax compliance requirements applicable to the Disputed Ownership Fund or other taxable entity, including, but not limited to, the filing of separate income tax returns for the Disputed Ownership Fund or other taxable entity and the payment of any federal, state or local income tax due.

(d) As soon as reasonably practicable after the Effective Date, but in any event no later than 180 days thereafter, the Liquidating Trustee shall make a good faith valuation of the

Liquidating Trust Assets, and such valuation shall be used consistently by all parties (including the Debtors, the Post-Effective Date Debtors, the Liquidating Trust and the Beneficiaries) for all federal, state and local income tax purposes. The Liquidating Trustee also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any Governmental Unit for taxing purposes.

(e) The Liquidating Trustee shall file all income tax returns with respect to any income attributable to the Disputed Claims Reserve and shall pay the federal, state and local income taxes attributable to the Disputed Claims Reserve, based on the items of income, deduction, credit or loss allocable thereto. The Liquidating Trust may request an expedited determination of Taxes of the Debtors, the Post-Effective Date Debtors or the Liquidating Trust, including the Disputed Claims Reserve, under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Debtors, the Post-Effective Date Debtors, and the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

(f) The Liquidating Trustee shall be responsible for filing all federal, state, local and foreign tax returns for the Debtors, the Post-Effective Date Debtors, and the Liquidating Trust. Notwithstanding any rule, law, statute, or organizational document of the Debtors or the Post-Effective Date Debtors to the contrary, the Liquidating Trustee or his or her designee shall be deemed the attorney-in-fact for any party required to execute any federal, state, local and foreign tax returns on behalf of the Debtors, the Post-Effective Date Debtors, or the Liquidating Trust. The Liquidating Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions made by the Liquidating Trust shall be subject to any such withholding and reporting requirements.

5.4.11 Distribution and Withholding.

(a) Notwithstanding anything in the Plan to the contrary, the Liquidating Trustee will make, or cause to be made, all Distributions under the Plan and the Liquidating Trust Agreement other than (i) those Distributions made by the Debtors on the Effective Date and (ii) Distributions from the Professional Fee Escrow in accordance with this Plan.

(b) The Liquidating Trust may withhold from amounts distributable to any Entity any and all amounts, determined in the Liquidating Trustee's sole discretion, required by the Plan, or applicable law, regulation, rule, ruling, directive, or other governmental requirement.

5.4.12 Insurance. The Liquidating Trustee may maintain customary insurance coverage for the protection of the Liquidating Trustee and professionals retained by the Liquidating Trust on and after the Effective Date. The cost of such insurance shall be deemed a trust administrative expense.

5.4.13 Other Rights and Remedies.

(a) In addition to the Liquidating Trustee's rights and duties with respect to the Liquidating Trust, on and after the Effective Date, the Liquidating Trustee will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court.

(b) On the Effective Date, the Liquidating Trust shall: (1) take possession of all books, records, and files of the Debtors and their Estates, in all forms including electronic and hard copy;

and (2) provide for the retention and storage of such books, records, and files until such time as the Liquidating Trust determines, in accordance with the Liquidating Trust Agreement, that retention of same is no longer necessary or required. Any and all rights to conduct investigations with respect to Retained Causes of Action or claims not released by the Debtors and to assert such Retained Causes of Action shall vest with the Liquidating Trust and shall continue until dissolution of the Liquidating Trust and the Liquidating Trust shall have all requisite standing and authority to pursue such rights, including the Retained Causes of Action. The Liquidating Trustee shall be deemed substituted as a party to any proceedings to which any of the Debtors are currently party. The Liquidating Trust, however, shall not be considered a successor of any Debtor and shall not assume any liabilities or obligations of the Debtors other than expressly provided for by the Plan and the Liquidating Trust Agreement.

5.4.14 Confidentiality; Privilege. On and after the Effective Date, the Debtors' confidentiality obligations, attorney-client privilege, work-product privilege, joint-interest privilege, or other privilege or immunity attaching to any documents or communications of the Debtors shall vest in the Liquidating Trust and its representatives. The Debtors are authorized to take all actions they deem necessary to effectuate the transfer of such privileges and immunities, and any documents or communications of the Debtors that would otherwise be protected from discovery by virtue of any applicable privilege or immunity shall remain so protected. The Confirmation Order shall provide that the Liquidating Trustee's receipt of transferred privileges shall be without waiver in recognition of the joint and/or successorship interest in prosecuting claims on behalf of the Debtors' Estates. If any privileged documents are inadvertently produced to third parties, such production shall not, to the maximum extent permitted under applicable law, be deemed to destroy any privilege or be deemed a waiver of any confidentiality protections afforded to such privileged documents.

5.4.15 Disputed Claims Reserve.

(a) The Liquidating Trustee may maintain, in accordance with the Liquidating Trustee's powers and responsibilities under the Plan and the Liquidating Trust Agreement, a Disputed Claims Reserve. The Liquidating Trustee may, in its reasonable discretion, distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein and in the Liquidating Trust Agreement, as Disputed Claims are resolved, and such amounts may be distributed on account of such Disputed Claims as if such Disputed Claims were Allowed Claims as of the Effective Date.

(b) The Liquidating Trust will pay taxes on the taxable net income or gain allocable to Holders of Disputed Claims on behalf of such Holders. If, and to the extent, any Cash retained on account of Disputed Claims in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Liquidating Trust as a result of the resolutions of such Disputed Claims.

5.4.16 Attribution of Income. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating

Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Liquidating Trustee), allocations of taxable income of the Liquidating Trust (other than taxable income allocable to the Liquidating Trust's claims reserves) among Holders of Claims will be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all of its assets (valued at their tax book value) to the holders of the beneficial interests in the Liquidating Trust, adjusted for prior taxable income and loss and taking into account all prior and concurrent Distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidation distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for purpose of this paragraph shall equal their fair market value on the date the Liquidating Trust Assets are transferred to the Liquidating Trust, adjusted in accordance with tax accounting principles prescribed by the Internal Revenue Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

5.4.17 Current Basis. All income of the Liquidating Trust will be subject to tax on a current basis.

5.4.18 Tax Identification Numbers. The Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee its Employer or Taxpayer Identification Number as assigned by the Internal Revenue Service or certify to the Liquidating Trustee's satisfaction that Distributions to the Beneficiary are exempt from backup withholding by completing and returning to the Liquidating Trustee the appropriate Internal Revenue Service Form W-8 or Internal Revenue Service Form W-9, as applicable. The Liquidating Trustee may condition any Distribution to any Beneficiary upon receipt of such identification number. If after reasonable inquiry and demand, any Beneficiary fails to provide such identification number to the Liquidating Trustee, the Liquidating Trustee shall deem such Beneficiary's Claim as Disallowed and no Distribution shall be made on account of such Beneficiary's Claim.

5.4.19 Wind Down. In addition to the Liquidating Trustee's rights and duties with respect to the Liquidating Trust, on and after the Effective Date, the Liquidating Trustee will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Liquidating Trustee shall have the power and authority to take any action necessary to wind down and dissolve the Debtors, the Estates and the Post-Effective Date Debtors. As soon as practicable after the Effective Date, the Liquidating Trustee shall: (1) in the Liquidating Trustee's reasonable discretion, complete and file all final or otherwise required federal, state, and local tax returns for the Debtors, and pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of each Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws; and (2) take such other actions as the Liquidating Trustee may determine to be necessary or desirable to carry out the purposes of the Plan. From and after the Effective Date, the Post-Effective Date Debtors (a) for all purposes shall be deemed to have withdrawn their business operations from any state in which they were previously conducting, or are registered or licensed to conduct, their business operations, and (b) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. In addition, (i) the Debtors shall be deemed

to have canceled all Interests pursuant to this Plan, and (ii) the new fiscal year end of the Debtors shall be deemed to be the Effective Date. The dissolution of the Post-Effective Date Debtors shall not have any effect, in any manner, on the Retained Causes of Action that the Liquidating Trustee may assert in accordance with the Plan and the Liquidating Trust Agreement.

5.4.20 Termination of the Liquidating Trust and the Liquidating Trustee. The Liquidating Trustee shall be discharged and the Liquidating Trust shall be terminated, at such time as (1) all Disputed Claims have been resolved, (2) all of the Liquidating Trust Assets have been liquidated, (3) all duties and obligations of the Liquidating Trustee hereunder have been fulfilled, (4) all Distributions required to be made by the Liquidating Trust under the Plan and the Liquidating Trust Agreement have been made, and (5) the Chapter 11 Cases of the Debtors have been closed, but in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion by the Liquidating Trustee within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service or an opinion of counsel satisfactory to the Liquidating Trustee that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the liquidation, recovery and Distribution of the Liquidating Trust Assets. The duties, responsibilities, and powers of the Liquidating Trustee will terminate in accordance with the terms of the Liquidating Trust Agreement.

5.5.21 Transfer of Beneficial Interests; Certain Securities Law Matters. Notwithstanding anything to the contrary in the Plan, beneficial interests in the Liquidating Trust shall not be transferrable except upon death of the interest holder or by operation of law. The beneficial interests in the Liquidating Trust shall not be "securities" under federal and state securities laws or, to the extent they are "securities," their issuance shall be exempt from the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or other law requiring registration prior to the offering, issuance, Distribution or sale of securities, in accordance with and pursuant to section 1145 of the Bankruptcy Code. In addition, to the extent the beneficial interests in the Liquidating Trust are "securities," they will not be required to be registered under Section 12(g) of the Exchange Act. The Liquidating Trust will be an affiliate of the Debtors (within the meaning and solely for purposes of sections 1125(e) and 1145(a) of the Bankruptcy Code).

5.5 Funding of Reserves.

5.5.1 Professional Fee Reserve. On or prior to the Effective Date, the Debtors shall establish the Professional Fee Reserve as set forth in Section 3.1.3.

5.5.2 Other Reserves. The Liquidating Trustee shall use Cash to establish and administer any other necessary reserves that may be required to effectuate the Plan and the Distributions to Holders of Allowed Claims under the Plan or the Liquidating Trust Agreement.

5.6 Indemnification of the Liquidating Trustee and Certain Other Parties. The Liquidating Trust shall indemnify and hold harmless: (i) the Liquidating Trustee (solely in his or her capacity as such) and (ii) the Liquidating Trust professionals (collectively, the "Indemnified

Parties"), with respect to any and all liabilities, losses, damages, claims, costs and expenses arising out of or due to their post-Effective Date actions or omissions, or consequences of such actions or omissions, taken in connection with the Plan, the Liquidating Trust Agreement and the Confirmation Order, other than acts or omissions, or consequences of such post-Effective Date actions or omissions, resulting from such Indemnified Party's bad faith, willful misconduct (including actual fraud) or gross negligence. To the extent that an Indemnified Party asserts a claim for indemnification as provided above, (i) any payment on account of such claim shall be paid solely from the Estates and (ii) the legal fees and related costs incurred by counsel to the Liquidating Trustee in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Indemnified Party (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined that such Indemnified Party is not entitled to be indemnified therefore) out of the Estates or any insurance. The indemnification provisions of the Liquidating Trust Agreement shall remain available to and be binding upon any former Liquidating Trustee or the estate of any decedent of the Liquidating Trustee and shall survive the termination of the Liquidating Trust Agreement.

5.7 Preservation of Retained Causes of Action. The Post-Effective Date Debtors shall retain all Retained Causes of Action and nothing contained in the Plan or the Confirmation Order shall be deemed to be a release, waiver or relinquishment of any such Retained Causes of Action. Upon the assignment of the Retained Causes of Action to, and the vesting of the Retained Causes of Action in, the Liquidating Trust upon the Effective Date, the Liquidating Trust shall retain, reserve, and be entitled to assert all such Retained Causes of Action, and all of the Post-Effective Date Debtors' and the Liquidating Trust's legal and equitable rights respecting any Claim or Cause of Action that are not specifically waived or relinquished by the Plan, the Confirmation Order, or any Final Order (including settlement or other agreements authorized thereby) may be asserted after the Effective Date by the Liquidating Trust.

5.8 Covenant Not to Execute. Except as provided below, the Debtors, the Post-Effective Date Debtors, the Liquidating Trust and the Liquidating Trustee shall not seek to recover on any Retained Cause of Action against the personal assets of any of the Debtors' officers and directors serving as of the Petition Date (collectively, the "Current D&Os"), and shall only seek recovery on any Retained Causes of Action against the Current D&Os from the proceeds of insurance coverage, if any, provided under any applicable Insurance Contract (the "Covenant"). The Covenant does not apply to recovery in respect of Retained Causes of Action against the Current D&Os (1) that arise from criminal acts, willful misconduct, actual fraud, or gross negligence, unless and to the extent such alleged conduct is covered under any applicable Insurance Contract, in which case the Covenant shall apply, (2) that arise from any other acts or omissions for which coverage is not available or is excluded under the terms of an applicable Insurance Contract, (3) for which coverage is denied by the insurer under the applicable Insurance Contract, *provided that* the Current D&Os shall be permitted the opportunity to challenge any such denial of coverage, and this exclusion to the Covenant shall apply only upon (i) a final determination by a court of competent jurisdiction that such denial of coverage was valid, (ii) the passing of the period during which any such challenge must be brought under the terms of the applicable Insurance Contract or otherwise under applicable law, or (iii) the written waiver by such Current D&Os of their right to challenge such denial of coverage; or (4) that constitute Retention Bonuses or Claims or Causes of Action to recover Retention Bonuses. The Covenant is a contractual obligation of the Debtors, the Post-Effective Date Debtors, the Liquidating Trust and the Liquidating Trustee not to take any

of the actions identified in this Section 5.8, which Covenant shall be approved by Final Order of the Bankruptcy Court, and is not a release of any Retained Cause of Action against any of the Current D&Os. The Covenant does not relieve the Current D&Os of any legal obligation to pay any possible settlement of or judgment related to any Retained Causes of Action against them by the Debtors, the Post-Effective Date Debtors, or the Liquidating Trust, as applicable, but is a contractual obligation of the Debtors, the Post-Effective Date Debtors, the Liquidating Trust and the Liquidating Trustee not to take any of the actions identified in this Section 5.8. Nothing in this Plan or any filings in the Bankruptcy Cases, including the Covenant, constitutes any acknowledgment of wrongdoing or liability by the Debtors or any of the Current D&Os with respect to any Retained Causes of Action against them or relieves the Current D&Os of any obligation to cooperate with the Debtors' insurance carriers in connection with the defense of any Retained Causes of Action pursued by the Liquidating Trust or to fulfill any other contractual obligations that the Current D&Os may have under such Insurance Contracts. The Covenant does not contravene public policy. Nothing in this Section 5.8 nor anything else in this Plan shall impair or affect the existing rights of any insurer or the Current D&Os to enforce the terms of the Insurance Contracts consistent with applicable law.

ARTICLE VI

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 Executory Contracts and Unexpired Leases. Subject to the occurrence of the Effective Date, all executory contracts and unexpired leases of the Debtors, other than the Insurance Contracts, that have not been assumed, assumed and assigned, or rejected, prior to the Effective Date, or are not subject to a motion to assume or reject Filed before the Effective Date, shall be deemed rejected pursuant to the Confirmation Order, as of the Effective Date. For the avoidance of doubt, any postpetition consulting or transition services agreements shall not be deemed rejected as of the Effective Date. ***Any Creditor asserting a Rejection Claim shall File a proof of claim with the Debtors' claims and noticing agent, Stretto, Inc. ("Stretto") (i) electronically, through the online proof of claim Form available at https://Cases.Stretto.com/DermTech/File-A-Claim/ or (ii) by First-Class Mail, Hand Delivery or Overnight Mail at the applicable address below, within 30 days of the Effective Date, and shall also serve such proof of claim upon the Liquidating Trustee***.

If by First-Class Mail:
DermTech Claims Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

If by Hand Delivery or Overnight Mail:
DermTech Claims Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

6.2 Rejection Claims. Any Rejection Claims arising from the Plan that are not Filed pursuant to Section 6.1 shall be forever disallowed and barred. If one or more Rejection Claims are timely Filed pursuant to Section 6.1, the Liquidating Trustee may File an objection to any Rejection Claim on or prior to the Claim Objection Deadline.

6.3 Special Provisions Regarding Insurance. Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Order, any bar date notice or claim objection, any other document related to any of the foregoing, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

(a) subject to Section 6.3(e), on the Effective Date, the Insurance Contracts shall vest, unaltered and in their entirety with the Post-Effective Date Debtors, and all debts, obligations, and liabilities of the Debtors (and, after the Effective Date, of the Post-Effective Date Debtors) thereunder, whether arising before or after the Effective Date, shall survive and shall not be amended, modified, waived, released, discharged or impaired in any respect, all such debts, obligations, and liabilities of the Debtors (and, after the Effective Date, of the Post-Effective Date Debtors) shall be satisfied by the Post-Effective Date Debtors in the ordinary course of business, and the Insurers shall not need to or be required to file or serve any objection to a proposed cure amount or a request, application, Claim, proof or motion for payment or allowance of any Claim or Administrative Claim and shall not be subject to any bar date or similar deadline governing cure amounts, proofs of Claims or Administrative Claims;

(b) for the avoidance of doubt, subject to the automatic stay under section 362 of the Bankruptcy Code and the injunction under Section 11.1, if there is available insurance, any party with rights against or under the applicable Insurance Contract, including the Estates, the Post-Effective Date Debtors, the Liquidating Trust, and Holders of Insured Claims, may pursue such rights, and the Liquidating Trustee may, but shall not be required to, move to limit an Insured Claim to the Face Amount of such Insured Claim less the total coverage available with respect to that Insured Claim under the Insurance Contracts; *provided*, *however*, that doing so in no way obligates an Insurer to pay any portion of the Insured Claim or otherwise alters an Insurer's coverage defenses; *provided further, however*, that, subject to Section 6.3(e), nothing alters or modifies the duty, if any, that Insurers have to pay Insured Claims covered by the Insurance Contracts and the Insurers' right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors); *provided finally, however*, the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article XI, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (i) all current and former employees of the Debtors to proceed with any workers compensation claims they might have in the appropriate judicial or administrative forum; (ii) direct action claims against an Insurer under applicable non-bankruptcy law to proceed with their claims; (iii) the Insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (A) any valid workers compensation claims, (B) claims where a claimant asserts a direct claim against any Insurer under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay to proceed with its Insured Claim, and (C) all costs in relation to each of the foregoing; and (iv) the Insurers to cancel any Insurance Contracts, to the extent permissible under

applicable non-bankruptcy and bankruptcy law, and in accordance with the terms of the Insurance Contracts (other than on the basis of any outstanding prepetition claims against the Debtors, the Estates, the Post-Effective Date Debtors or the Liquidating Trust arising from or related to such Insurance Contracts);

(c) nothing in this Section 6.3 shall constitute a waiver of any causes of action the Debtors, the Estates, the Post-Effective Date Debtors or the Liquidating Trust may hold against any Entity, including any Insurers. Nothing in this Section 6.3 is intended to, shall or shall be deemed to preclude any Holder of an Allowed Insured Claim from seeking and/or obtaining a recovery from any Insurer in addition to (but not in duplication of) any Distribution such Holder may receive under the Plan; *provided, however*, that the Debtors, the Estates, the Post-Effective Date Debtors and the Liquidating Trust do not waive, and expressly reserve their rights to assert that the proceeds of the Insurance Contracts are an Asset and property of the Estates to which they are entitled to the extent that the Debtors are entitled to assert first-party claims pursuant to the terms and conditions of the applicable Insurance Contract;

(d) subject to Section 6.3(e), nothing shall modify the scope of, or alter in any other way, the rights and obligations of the Insurers, the Debtors (or, after the Effective Date, the Post-Effective Date Debtors or the Liquidating Trust), or any other individual or entity, as applicable, under the Insurance Contracts, and all such rights and obligations shall be determined under the Insurance Contracts and applicable non-bankruptcy law, and, for the avoidance of doubt, the Insurers shall retain any and all rights, claims and defenses to liability and/or coverage that they have under the Insurance Contracts, including the right to contest and/or litigate with any party, including the Debtors, the Post-Effective Date Debtors and the Liquidating Trust, the existence, primacy and/or scope of liability and/or available coverage under any alleged applicable Insurance Contract; and

(e) any payment, reimbursement or other financial or monetary obligations of the Debtors, the Estates or the Post-Effective Date Debtors owing to the Insurers under the Insurance Contracts, including reimbursement for payments within a deductible, shall be satisfied solely from existing collateral and/or security, if any, held by the Insurers in the ordinary course and pursuant to the terms of the Insurance Contracts, and to the extent that any such collateral and/or security is insufficient to satisfy any such obligations, the Insurers shall have no recourse to the Debtors, the Estates, the Post-Effective Date Debtors or the Liquidating Trust, and hereby waive any and all claims against, and rights to a Distribution from, the Debtors, the Estates, the Post-Effective Date Debtors and the Liquidating Trust; *provided, however*, that nothing in this Section 6.3(e) shall modify the scope of, or alter in any other way, (i) the rights of the Insurers to assert any setoff and recoupment rights in any proof of claim submitted in accordance with the Bar Date Order, (ii) the rights of any subrogee of an Insurer to assert a claim in accordance with the Bar Date Order, or (iii) the rights and defenses of the Debtors, the Estates, the Post-Effective Date Debtors or the Liquidating Trust with respect to any proofs of claim asserted by the Insurers or a subrogee of an Insurer. In no event shall the Liquidating Trust, the Liquidating Trustee or any of the Liquidating Trust Assets be liable for any payment, reimbursement or other financial or monetary obligations under this Section 6.3.

ARTICLE VII

PROVISIONS GOVERNING DISTRIBUTIONS

7.1 Interest on Claims. Except to the extent provided in section 506(b) of the Bankruptcy Code, the Plan or the Confirmation Order, post-petition interest, penalties or fees shall not accrue or be paid on Allowed Claims, and no Holder of an Allowed Claim shall be entitled to interest accruing on any Allowed Claim from and after the Petition Date.

7.2 Distributions by Liquidating Trustee. The Liquidating Trustee or its designee shall serve as the disbursing agent under the Plan with respect to Distributions to Holders of Allowed Claims (*provided* that the Liquidating Trustee may hire professionals or consultants to assist with making Distributions). The Liquidating Trustee shall make all Distributions required to be made to such Holders of Allowed Claims pursuant to the Plan, the Confirmation Order and the Liquidating Trust Agreement. Neither the Liquidating Trustee nor the Liquidating Trust shall be required to give any bond or surety or other security for the performance of the Liquidating Trustee's duties as disbursing agent unless otherwise ordered by the Bankruptcy Court.

7.3 Distributions for Claims Allowed as of the Effective Date. Except as otherwise provided herein or as ordered by the Bankruptcy Court, all Distributions to be made on account of Claims that are Allowed as of the Effective Date shall be made on the Initial Distribution Date by the Liquidating Trustee. Distributions on account of Claims that first become Allowed Claims after the Effective Date shall be made pursuant to the terms and conditions of the Plan and the Liquidating Trust Agreement. No Distribution shall be made on account of, without limitation, any Allowed Claim or portion thereof that (i) has been satisfied after the Petition Date; (ii) is listed in the Schedules as contingent, unliquidated, disputed or in a zero amount, and for which a proof of claim has not been filed; or (iii) is evidenced by a proof of claim that has been amended by a subsequently Filed proof of claim.

7.4 Means of Cash Payment.

(a) Cash payments under the Plan shall be made, at the option, and in the sole discretion, of the Liquidating Trustee, by wire, check or such other method as the Liquidating Trustee deems appropriate under the circumstances. Cash payments to foreign creditors may be made at the option, and in the sole discretion, of the Liquidating Trustee, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. Cash payments made pursuant to the Plan in the form of checks issued by the Liquidating Trustee shall be null and void if not cashed within 90 days after the date of the issuance thereof. Requests for reissuance of any check within 90 days after the date of the issuance thereof shall be made directly to the Liquidating Trustee.

(b) For purposes of effectuating Distributions under the Plan, any Claim denominated in foreign currency shall be converted to U.S. Dollars pursuant to the applicable published exchange rate in effect on the Petition Date.

7.5 Fractional Distributions. Notwithstanding anything herein to the contrary, no payment of fractional cents shall be made pursuant to the Plan. Whenever any payment of a fraction of a

cent under the 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.

7.6 De Minimis Distributions. Notwithstanding anything to the contrary herein, the Liquidating Trust shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim is less than $50. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed is less than $50 shall be forever barred from asserting such Claim against the Estates.

7.7 Delivery of Distributions. All Distributions to Holders of Allowed Claims shall be made at the address of such Holder as set forth in the claims register maintained in the Chapter 11 Cases (subject to, after the Effective Date, a change of address notification provided by a Holder in writing in a manner reasonably acceptable to the Liquidating Trustee) or, in the absence of a Filed-proof of claim, the Schedules. If a Distribution is returned as undeliverable, the Liquidating Trust shall conduct a reasonable search to locate the Holder's current address. If the Liquidating Trustee cannot determine, or is not notified in writing of, a Holder's then-current address within 90 days after the Effective Date or does not receive a request for reissuance of any check within 90 days after the date of the issuance, the Distribution reserved for such Holder shall be deemed an unclaimed Distribution. The responsibility to provide the Liquidating Trustee a current address of a Holder of Claims or Interests shall always be the responsibility of such Holder. Except as set forth above, nothing contained in the Plan shall require the Liquidating Trustee or the Liquidating Trust to attempt to locate any Holder of an Allowed Claim or Interest. Amounts in respect of undeliverable Distributions made by the Liquidating Trust shall be held in trust on behalf of the Holder of the Allowed Claim or Interest to which they are payable by the Liquidating Trust until the earlier of the date that such undeliverable Distributions are claimed by such Holder and 90 days after the date the undeliverable Distributions were made. The Liquidating Trust and the Liquidating Trustee are entitled to, but shall have no obligation to, recognize the sale or transfer of any Claim that occurs after the Confirmation Date.

7.8 Withholding, Payment and Reporting Requirements with Respect to Distributions. All Distributions under the Plan shall, to the extent applicable, comply with all tax withholding, payment and reporting requirements imposed by any federal, state, provincial, local or foreign taxing authority, and all Distributions shall be subject to any such withholding, payment and reporting requirements. The Liquidating Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding, payment and reporting requirements. The Liquidating Trustee may require, in his or her sole and absolute discretion and as a condition to the receipt of any Distribution, that the Holder of an Allowed Claim or Interest complete and return to the Liquidating Trustee the appropriate Internal Revenue Service Form W-8 or Internal Revenue Service Form W-9, as applicable. Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim that is to receive a Distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such Distribution, and including, in the case of any Holder of a Disputed Claim that has become an Allowed Claim or Interest, any tax obligation that would be imposed upon the Estates or the Liquidating Trust in connection with such Distribution; and (b) no Distribution shall be

made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements reasonably satisfactory to the Liquidating Trustee for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed upon the Estates in connection with such Distribution.

7.9 Setoffs. The Liquidating Trust and the Liquidating Trustee may, but shall not be required to, set off against any Claim, any payments, Retained Causes of Actions, or other Distributions to be made by the Liquidating Trust pursuant to the Plan in respect of such Claim, and any claims of any nature whatsoever that the Debtors or the Estates may have against the Holder of such Claim; *provided*, *however*, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Estates, the Post-Effective Date Debtors or the Liquidating Trust of any such claim that it may have against such Holder, provided further, that if the Liquidating Trust sets off any Avoidance Action or Retained Cause of Action against the recovery to any Holder of a Claim pursuant to this Section 7.9, the Liquidating Trust shall not be deemed to have impaired, estopped, waived, or released any rights to prosecute the same such Avoidance Action or Retained Cause of Action against any other Person or Entity.

7.10 No Distribution in Excess of Allowed Amounts. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution of a value as of the Effective Date in excess of the Allowed amount of such Claim.

7.11 Allocation of Distributions. All Distributions received under the Plan by Holders of Claims shall be deemed to be allocated first to the principal amount of such Claim as determined for United States federal income tax purposes and then to accrued interest, if any, with respect to such Claim.

7.12 Forfeiture of Distributions. If the Holder of an Allowed Claim fails to cash a check payable to it within the period set forth in Section 7.4(a), fails to claim an undeliverable Distribution within the time limit set forth in Section 7.7, or fails to complete and return to the Liquidating Trustee the appropriate Internal Revenue Service Form W-8 or Internal Revenue Service Form W-9 within 120 days of the written request by the Post-Effective Date Debtors for the completion and return to it of the appropriate form pursuant to Section 7.8, then such Holder shall be deemed to have forfeited its right to any Distributions from the Estates (or the proceeds thereof) and the Liquidating Trust. The forfeited Distributions shall become unrestricted Assets and shall be redistributed to Holders of Allowed Claims in accordance with the terms of the Plan after reserving as necessary for payment of expenses of the Liquidating Trustee and otherwise in compliance with the Plan and the Liquidating Trust Agreement. If the Liquidating Trustee determines, in his or her sole discretion, that any such amounts are too small in total to economically redistribute to the Holders of Allowed Claims, the Liquidating Trust may instead donate such amounts to a charitable organization(s), free of any restrictions thereon, notwithstanding any federal or state escheat laws to the contrary.

ARTICLE VIII

PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS AND DISTRIBUTIONS WITH RESPECT THERETO

8.1 Claims Administration Responsibility. Except as otherwise specifically provided herein and in the Liquidating Trust Agreement, after the Effective Date, the Liquidating Trustee shall have the authority (a) to file, withdraw or litigate to judgment objections to Claims; (b) to settle, compromise or Allow any Claim or Disputed Claim 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 Liquidating Trustee in accordance with the terms of the Plan and the Confirmation Order with respect to the allowance of any Claim shall be conclusive evidence and a final determination of the Allowance of such Claim.

8.2 Claim Objections. All objections to Claims (other than (i) Administrative Claims and (ii) Professional Fee Claims, which Professional Fee Claims shall be governed by Section 3.1.3) shall be Filed on or before the Claim Objection Deadline, which date may be extended by the Bankruptcy Court upon a motion filed by the Liquidating Trustee on or before the Claim Objection Deadline with notice only to those parties entitled to notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the Filing of such motion. The Filing of a motion to extend the Claim Objection Deadline shall automatically extend the Claim Objection Deadline until a Final Order is entered by the Bankruptcy Court. If such a motion to extend the Claim Objection Deadline is denied, the Claim Objection Deadline shall be the later of the then-current Claim Objection Deadline (as previously extended, if applicable) or 30 days after entry of a Final Order denying the motion to extend the Claim Objection Deadline.

8.3 No Distributions Pending Allowance. Notwithstanding any other provision hereof or of the Liquidating Trust Agreement, no payments or Distributions shall be made with respect to a Disputed Claim unless and until all objections to such Disputed Claim have been settled, withdrawn, or determined by a Final Order, and the Disputed Claim has become an Allowed Claim. To the extent that a Claim is not a Disputed Claim but is held by a Holder that is or may be liable to the Debtors, the Post-Effective Date Debtors, or the Liquidating Trust on account of a Retained Cause of Action, no payments or Distributions shall be made with respect to all or any portion of such Claim unless and until such Claim and liability have been settled or withdrawn or have been determined by Final Order of the Bankruptcy Court or such other court having jurisdiction over the matter.

8.4 Estimation of Contingent or Unliquidated Claims. The Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors have previously objected to such Claim, 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. If the Bankruptcy Court so estimates any contingent or unliquidated Claim, that estimated amount shall constitute the Allowed amount of such Claim. All

of the Claims objection, estimation and resolution procedures in this Article VIII are cumulative and are not necessarily exclusive of one another.

8.5 Amendments to Claims. On or after the Effective Date, a Claim may not be filed or amended to increase liability or to assert new liabilities without the prior authorization of the Bankruptcy Court or the Liquidating Trustee and any such new or amended Claim filed without prior authorization shall be deemed disallowed in full and expunged without any further action. Any Claims filed after the applicable deadlines in the Bar Date Order or the Plan shall be automatically deemed disallowed in full and expunged without further action, unless otherwise ordered by the Bankruptcy Court.

ARTICLE IX

CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE

9.1 Conditions Precedent to the Occurrence of the Effective Date. The Effective Date shall not occur and the Plan shall not be consummated unless and until each of the following conditions has been satisfied or duly waived, as applicable, pursuant to Section 9.3.

(a) the Bankruptcy Court shall have entered the Confirmation Order;

(b) the Confirmation Order shall not be subject to any stay;

(c) the Liquidating Trust Agreement shall have been executed, and a Liquidating Trustee shall have been appointed;

(d) the Professional Fee Reserve shall be funded in Cash pursuant to and in accordance with Sections 3.1.3 and 5.5.1 in an amount agreed to by the Debtors and the Committee or, if there is a dispute concerning the amount of the funding required, in an amount fixed by the Bankruptcy Court; and

(e) all actions, documents, and agreements necessary to implement the provisions of the Plan to be effectuated on or prior to the Effective Date shall be reasonably satisfactory to the Debtors and the Committee, and such actions, documents, and agreements shall be effective or executed and delivered.

9.2 Waiver of Conditions to the Occurrence of the Effective Date. The conditions to the Effective Date set forth herein, other than in Section 9.1(a), may be waived in writing by the Debtors (with the prior written consent of the Committee) at any time without further Order.

9.3 Effect of Non-Occurrence of Conditions to the Effective Date. If each of the conditions to the Effective Date is not satisfied or duly waived in accordance with Sections 9.1 and 9.2, the Debtors reserve all rights to seek an order from the Bankruptcy Court directing that the Confirmation Order be vacated. If the Confirmation Order is vacated pursuant to this Section 9.3, (i) the Plan shall be null and void in all respects; and (ii) nothing contained herein shall (a) constitute a waiver or release of any Claims or any Interests, or (b) prejudice in any manner the rights of the Debtors, the Estates or any other Person or Entity.

ARTICLE X

RETENTION OF JURISDICTION

10.1 Scope of Retained Jurisdiction. Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, and except as otherwise ordered by the Bankruptcy Court, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to do the following:

(a) allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured or unsecured status of any Claim or Interest not otherwise Allowed under the Plan, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims or Interests;

(b) hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under sections 327, 328, 330, 331, 503(b), 1103 and 1129(a)(4) of the Bankruptcy Code;

(c) hear and determine all matters with respect to the assumption, assignment or rejection of any executory contract or unexpired lease to which the Debtors are a party or with respect to which the Debtors may be liable, including, if necessary, the nature or amount of any required cure or the liquidation or allowance of any Claims arising therefrom;

(d) effectuate performance of and payments under the provisions of the Plan and any agreement or order of the Bankruptcy Court with respect to the sale of the Assets prior to the Effective Date and enforce remedies upon any default under the Plan and any such sale agreement or order;

(e) hear and determine any and all adversary proceedings, motions, applications and contested or litigated matters that are pending as of the Effective Date, that are arising out of, under or related to, the Chapter 11 Cases, including the Retained Causes of Action;

(f) enter such orders as may be necessary or appropriate to execute, implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created, executed or contemplated in connection with the Plan, the Disclosure Statement or the Confirmation Order;

(g) hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan, including disputes arising under agreements, documents or instruments executed in connection with the Plan;

(h) consider any modifications of the Plan, cure any defect or omission, or reconcile any inconsistency in any Order of the Bankruptcy Court, including the Confirmation Order;

(i) 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 the implementation, consummation or enforcement of the Plan or the Confirmation Order;

(j) enter and implement such Orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified or vacated;

(k) hear and determine any matters arising in connection with or relating to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, any agreement or Final Order of the Bankruptcy Court, or any contract, instrument, release or other agreement or document created, executed or contemplated in connection with any of the foregoing documents and Orders;

(l) enforce, interpret and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;

(m) except as otherwise limited herein, recover all Assets of the Debtors, wherever located;

(n) hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

(o) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code;

(p) resolve any cases, controversies, suits or disputes related to the Estates, including the Assets; and

(q) enter a final decree closing the Chapter 11 Cases.

10.2 Failure of the Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in Section 10.1, the provisions of this Article X shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XI

RELEASES, EXCULPATIONS, AND INJUNCTIONS

11.1 Non-Discharge of the Debtors; Injunction. In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Liens, Claims, and Interests. As such, no Person or Entity holding a Lien, Claim or Interest may receive any payment from, or seek recourse against, any Assets or property of the Debtors, the Estates, the Post-Effective Date Debtors or the Liquidating Trust other than Assets or property required to be distributed to that Person or Entity under the Plan. From the Effective Date through the date on which all Distributions required to be made by the Liquidating Trust under the Plan and the Liquidating Trust Agreement have been made, all parties are precluded from asserting against any Assets or

property of the Debtors, the Estates, the Post-Effective Date Debtors and the Liquidating Trust 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 Plan or the Confirmation Order.

Except as otherwise expressly provided for in the Plan or the Confirmation Order, all Persons and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Interest, from:

(a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Estates, the Post-Effective Date Debtors, the Liquidating Trust, their successors and assigns and any of their Assets and properties;

(b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against the Debtors, the Estates, the Post-Effective Date Debtors, the Liquidating Trust, their successors and assigns and any of their Assets and properties;

(c) creating, perfecting or enforcing any encumbrance of any kind against the Debtors, the Estates, the Post-Effective Date Debtors, the Liquidating Trust, their successors and assigns and any of their Assets and properties;

(d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors, the Estates, the Post-Effective Date Debtors, the Liquidating Trust or their successors and assigns, or against any of their Assets and properties, except to the extent that a right to setoff or subrogation is asserted in a timely filed proof of claim; or

(e) commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim, Interest or cause of action released or settled hereunder.

From and after the Effective Date, all Persons and Entities are permanently enjoined from commencing or continuing in any manner against the Debtors, the Estates, the Post-Effective Date Debtors, the Liquidating Trust, the Released Parties, their successors and assigns and any of their Assets and properties, any suit, action or other proceeding, on account of or respecting any claim, interest, demand, liability, obligation, debt, right, cause of action, interest or remedy released or to be released pursuant to the Plan or the Confirmation Order.

11.2 Releases and Related Matters.

(a) Releases by Debtors. As of the Effective Date, for good and valuable consideration, including the contributions of the Released Parties in facilitating the administration of the Chapter 11 Cases and other actions contemplated by the Plan and the other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Chapter 11 Cases, the Released Parties are deemed forever

released by the Debtors and the Estates, and anyone claiming by or through the Debtors and the Estates, from any and all claims, interests, obligations, rights, suits, damages, causes of action (including any and all causes of action under chapter 5 of the Bankruptcy Code), remedies and liabilities whatsoever, including any derivative claims or claims asserted or assertible on behalf of the Debtors and the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing or hereafter arising, in law, equity or otherwise, that the Debtors or the Estates would have been legally entitled to assert in their own right or on behalf of the Holder of any Claim or Interest, based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date, including in any way relating to the Debtors, the Estates, the Chapter 11 Cases, the Sale Order and the transactions approved thereunder, the Plan, the Disclosure Statement or related agreements, instruments or other documents in the Chapter 11 Cases; *provided, however,* that the foregoing provisions shall not operate to waive, release or otherwise impair (1) any Causes of Action arising from criminal acts, willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction or (2) any Excluded Released Party Claims; *provided further, however,* that nothing in this section 11.2(a) shall release any direct claims held by non-Debtor parties.

(b) Releases by Holders of Claims. As of the Effective Date, for good and valuable consideration, including the contributions of the Released Parties in facilitating the administration of the Chapter 11 Cases and other actions contemplated by the Plan and the other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Chapter 11 Cases, and subject to Section 11.2(d), each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released the Released Parties from any and all claims, interests, obligations, rights, suits, damages, causes of action (including any and all causes of action under chapter 5 of the Bankruptcy Code), remedies and liabilities whatsoever, including any derivative claims or claims asserted or assertible on behalf of the Debtors and the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date, relating to the Debtors, the Estates, the Chapter 11 Cases, the Sale Order and the transactions approved thereunder, the Plan, the Disclosure Statement or related agreements, instruments or other documents; *provided, however,* that nothing in the Plan shall be deemed a waiver or release of any right of any such Releasing Parties to receive a Distribution pursuant to the terms of the Plan; *provided further, however,* that the foregoing provisions of this release in Section 11.2(b) shall not operate to waive, release or otherwise impair any causes of action arising from criminal acts, willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. For the avoidance of doubt, notwithstanding anything to the contrary in the Plan, the foregoing release by the Releasing Parties is not, and shall not be deemed to be, in exchange for a waiver of the Debtors' (or the Liquidating Trust's) rights or claims against the Releasing Parties, including the Debtors' (or the Liquidating Trust's) rights to assert

setoffs, recoupments or counterclaims, or to object or assert defenses to any Claim or Interest, and all such rights and claims are expressly reserved.

(c) Each Releasing Party provides the releases set forth in Section 11.2(b) unless such Holder timely opts out of such release by: (i) in the case of a Holder of a Claim in an Unimpaired Class that is deemed to accept the Plan, indicating its decision to not participate in such releases by checking the appropriate box on its Opt-Out Form and returning such Opt-Out Form to the Voting Agent prior to the Voting Deadline or Filing an objection to such releases prior to the deadline to object to Confirmation of the Plan; or (ii) in the case of a Holder of a Claim in Class 3, indicating its decision to not participate in such releases by checking the appropriate box on its Ballot and returning such Ballot to the Voting Agent or Filing an objection to such releases prior to the deadline to object to Confirmation of the Plan.

(d) Section 1542 of the Civil Code of the State of California provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Each Holder of a Claim in a Class deemed to accept the Plan and each Holder in Class 3, in each case, that does not timely submit a Release Opt-Out indicating such Holder's decision to not participate in the releases set forth in Section 11.2(b) of the Plan or File an objection to such releases prior to the deadline to object to Confirmation of the Plan shall be deemed to have voluntarily waived the rights described in Section 1542 of the Civil Code of the State of California.

11.3 Exculpation and Limitation of Liability. On the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, to the maximum extent permitted by law, none of the Exculpated Parties shall have or incur any liability to any Person or Entity, including to any Holder of a Claim or an Interest, for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, relating to, or arising out of the Chapter 11 Cases, the Sale Order and the transactions approved thereunder, the formulation, negotiation, preparation, dissemination, solicitation of acceptances, implementation, confirmation or consummation of the Plan, the Disclosure Statement, the Liquidating Trust Agreement or any contract, instrument, release or other agreement or document created, executed or contemplated in connection with the Plan, or the administration of the Plan or the Assets and property to be distributed under the Plan; *provided, however,* that the such exculpation provisions shall not apply to acts or omissions constituting actual fraud, willful misconduct or gross negligence by such Exculpated Party, as determined by a Final Order. The Confirmation Order and the Plan shall serve as a permanent injunction against any Person or Entity seeking to enforce any claim or cause of action against the Exculpated Parties that has been exculpated pursuant to this Section 11.3.

11.4 Term of Injunctions or Stays. Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date (excluding any injunctions or stays contained in or arising from the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date.

11.5 Preservation of Retained Causes of Action.

11.5.1 Vesting of Causes of Action.

(a) Except as otherwise provided herein or in the Confirmation Order, in accordance with section 1123(b)(3) of the Bankruptcy Code, the Debtors hereby reserve, and, as of the Effective Date, assign to, the Liquidating Trust, the Retained Causes of Action, which shall vest upon the Effective Date in the Liquidating Trust.

(b) Except as otherwise provided herein or in the Confirmation Order, after the Effective Date, the Liquidating Trust or the Liquidating Trustee, as applicable, shall have the exclusive right to institute, prosecute, abandon, settle or compromise any Retained Causes of Action, in accordance with the terms of the Plan and the Liquidating Trust Agreement and without further order of or notice to the Bankruptcy Court, in any court or other tribunal, including in an adversary proceeding filed in the Chapter 11 Cases.

11.5.2 Other Provisions With Respect To Retained Causes of Action.

(a) In pursuing any Retained Causes of Action, the Liquidating Trustee shall be entitled to the tolling provisions provided under Bankruptcy Code section 108, and shall succeed to the Debtors' rights with respect to the periods in which any of the Retained Causes of Action may be brought under Bankruptcy Code section 546. The Liquidating Trust shall have the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code, and shall also be vested with the Debtors' rights, as such rights existed prior to the Effective Date, to conduct discovery and oral examinations of any party under Bankruptcy Rule 2004.

(b) Any attorney-client privilege, work-product privilege, joint interest privilege or other privilege or immunity held by the Committee shall be transferred to and shall vest in the Liquidating Trust. The Liquidating Trust shall have access to all discovery obtained by the Committee in these Chapter 11 Cases, including discovery obtained pursuant to Bankruptcy Rule 2004.

11.5.3 Reservation of Causes of Action. Unless a Retained Cause of Action against a Holder or other Person or Entity is expressly waived, relinquished, released, compromised or settled in the Plan, the Confirmation Order or any Final Order of the Bankruptcy Court, the Debtors, the Estates and the Liquidating Trust expressly reserve such Retained Cause of Action for later adjudication by the Liquidating Trust, including Retained Causes of Action of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise), laches or the like, shall apply to such Retained Causes of Action upon or

after the entry of the Confirmation Order or Effective Date based on the Disclosure Statement, Plan, or Confirmation Order, except where such Retained Causes of Action have been expressly waived, relinquished, released, compromised or settled in the Plan, the Confirmation Order, a Final Order of the Bankruptcy Court or, following the Effective Date, in a written agreement duly executed by the Liquidating Trustee, which agreement, by its terms, is not subject to Bankruptcy Court approval.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Payment of Statutory Fees; Filing of Quarterly Reports. Any U.S. Trustee Fees payable prior to the Effective Date shall be paid on or before the Effective Date. Any U.S. Trustee Fees that arise after the Effective Date shall be paid by the Liquidating Trust in the ordinary course. The Liquidating Trust shall have the obligation to pay any quarterly U.S. Trustee Fees to the Office of the United States Trustee until the Chapter 11 Cases are closed, dismissed or converted. In no circumstances will there be any double payment of U.S. Trustee Fees with respect to the same Assets. Notwithstanding anything to the contrary in the Plan, the U.S. Trustee shall not be required to file any proofs of claims with respect to quarterly U.S. Trustee Fees.

12.2 Dissolution of Committee. On the Effective Date, the Committee shall dissolve and all members, ex officio members, employees, attorneys, financial advisors, other Professionals or other agents thereof shall be released from all rights and duties arising from or related to the Chapter 11 Cases or the Plan and its implementation, and the retention or employment of the Committee's attorneys and financial advisors and other agents shall terminate, *provided, however*, that the Committee shall continue in existence and its Professionals shall continue to be retained with respect to (i) applications Filed or to be Filed pursuant to sections 330 and 331 of the Bankruptcy Code and (ii) any appeals of the Confirmation Order.

12.3 Modifications and Amendments.

(a) The Debtors may, in consultation with the Committee (except with respect to any provision of the Plan that requires consent of the Committee, in which case, only with the prior written consent of the Committee), alter, amend, or modify the Plan under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. All alterations, amendments or modifications to the Plan must comply with section 1127 of the Bankruptcy Code. The Debtors shall provide parties in interest with notice of such amendments or modifications as may be required by the Bankruptcy Rules or Order of the Bankruptcy Court. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan as altered, amended, modified or clarified, if the proposed alteration, amendment, modification or clarification does not materially and adversely change the treatment of the Claim of such Holder.

(b) After the Confirmation Date and prior to substantial consummation (as defined in section 1101(2) of the Bankruptcy Code) of the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement approved with respect to the Plan or the Confirmation Order,

and such matters as may be necessary to carry out the purpose and effect of the Plan. Such proceedings must comply with section 1127 of the Bankruptcy Code. To the extent required, prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or an order of the Bankruptcy Court. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan as altered, amended, modified, or clarified, if the proposed alteration, amendment, modification, or clarification does not materially and adversely change the treatment of the Claim of such Holder.

12.4 Severability of Plan Provisions. If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, 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 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 Plan, as it may have been altered or interpreted, is valid and enforceable pursuant to its terms.

12.5 Successors and Assigns. The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, personal representative, successor or assign of such Entity.

12.6 Post-Effective Date Compromises and Settlements. From and after the Effective Date, the Liquidating Trustee may compromise and settle Claims against the Debtors and the Estates, as well as the Retained Causes of Action, without any further approval by or notice to the Bankruptcy Court.

12.7 Binding Effect of Plan. Upon the Effective Date, section 1141 of the Bankruptcy Code shall become applicable with respect to the Plan and the Plan shall be binding on all parties to the fullest extent permitted by section 1141(a) of the Bankruptcy Code.

12.8 Section 1146 Exemption. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of any security under the Plan or the making or delivery of any instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, or the re-vesting, transfer or sale of any real or personal property of the Debtors pursuant to, in implementation of, or as contemplated by the Plan, shall not be taxed under any state or local law imposing a stamp tax, transfer tax or any similar tax or fee.

12.9 Conflicts with the Plan. If and to the extent that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement, the Plan Supplement, or any agreement to be executed by any Person pursuant to the Plan, the provisions of the Plan shall control and take precedence; *provided, however*, that the Confirmation Order shall control and take precedence in the event of any inconsistency between the Confirmation Order, any provision of the Plan, and any of the foregoing documents.

12.10 No Stay of Confirmation Order. The Debtors will request that the Bankruptcy Court waive any stay of enforcement of the Confirmation Order otherwise applicable, including pursuant to Bankruptcy Rules 3020(e), 6004(h) and 7062.

12.11 Revocation, Withdrawal or Non-Consummation. The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan prior to the Confirmation Date, or if Confirmation or the Effective Date does not occur, then (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims) and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims against, or any Interests in, the Debtors, or any Avoidance Actions, Retained Causes of Action or other claims by or against the Debtors or any Entity, (ii) prejudice in any manner the rights of the Debtors or any Entity in any further proceedings involving the Debtors or (iii) constitute an admission of any sort by the Debtors or any other Entity.

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

12.13 Headings. The headings of articles, paragraphs and subparagraphs of the Plan are inserted for convenience only and shall not affect the interpretation of any provision of the Plan.

12.14 Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), and except as otherwise provide herein, the laws of (a) the State of Delaware shall govern the construction and implementation of the Plan and (except as may be provided otherwise in any such agreements, documents or instruments) any agreements, documents and instruments executed in connection with the Plan and (b) the laws of the state of formation of the Debtors shall govern corporate governance matters with respect to the Debtors; in each case without giving effect to the principles of conflicts of law thereof.

12.15 Notices. Following the Effective Date, all pleadings and notices Filed in the Chapter 11 Cases shall be served solely on (i) the Liquidating Trustee and his or her counsel, (ii) the U.S. Trustee, (iii) any party whose rights are affected by the applicable pleading or notice and (iv) any party Filing a request with the Bankruptcy Court in the Chapter 11 Cases to receive notices and papers in the Chapter 11 Cases following the Effective Date.

ARTICLE XIII

REQUEST FOR CONFIRMATION

13.1 **Request for Confirmation**. The Debtors request Confirmation of the Plan in accordance with section 1129(b) of the Bankruptcy Code.

IN WITNESS WHEREOF, the Debtors have executed the Plan this 13th day of December, 2024.

DEBTORS

By: */s/ Ramin Akhavan*
Ramin Akhavan
President and General Counsel