UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Cold Spring Acquisition, LLC,

Debtor.

Chapter 11

Case No. 25-22002 (SHL)

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# CHAPTER 11 PLAN OF LIQUIDATION FOR COLD SPRING ACQUISITION, LLC

**MANATT, PHELPS & PHILLIPS LLP**
Schuyler G. Carroll
Russell E. Potter (Admitted *pro hac vice*)
Thomas A. Whittington (Admitted *pro hac vice*)
7 Times Square
New York, New York 10036
Tel: (212) 790-4500

*Attorneys for the Debtor*

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## INTRODUCTION

Cold Spring Acquisition, LLC ("Cold Spring"), as Debtor in the above-captioned Chapter 11 case, proposes the following plan of liquidation for the resolution of the outstanding Claims against and Interests in the Debtor. Subject to Section 12.6 of the Plan, certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, and Bankruptcy Rule 3019, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw the Plan prior to its substantial consummation (as such term is defined in section 1101 of the Bankruptcy Code).

Holders of Claims and Interests should refer to the Disclosure Statement for information concerning, among other things, (a) the Debtor's history, assets, and liabilities, and (b) the Plan and related matters.

NO SOLICITATION MATERIALS OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH AND APPROVED BY THE BANKRUPTCY COURT HAVE BEEN AUTHORIZED FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THE PLAN.

## ARTICLE I

## DEFINED TERMS AND RULES OF INTERPRETATION

*Defined Terms*. As used herein, capitalized terms shall have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1.1. ***Administrative Claim*** means a Claim for costs and expenses of administration of the Chapter 11 Case under sections 328, 330, 363, 364(c)(1), 365, 503(b), or 507(b) of the Bankruptcy Code, including, but not limited to: (a) any actual and necessary costs and expenses, incurred on or after the Petition Date and through the Effective Date, of preserving the Estate and operating the business of the Debtor, including for wages, salaries, or commissions for services, and payments for goods and other services and leased premises to the extent such indebtedness or obligations provided a benefit to the Estate; (b) Professional Fee Claims; and (c) all other Claims entitled to Administrative Claim status pursuant to an order of the Bankruptcy Court.

1.2. ***Administrative Claims Bar Date*** means August 18, 2025 at 5:00 p.m., the date established by the Bankruptcy Court [ECF No. 359] by which Administrative Claims must be filed against the Debtor. The Administrative Claims Bar Date does not apply to the following persons or entities: (a) any party that has already properly filed an Administrative Claim with the Debtor's claims agent, Omni Agent Solutions Inc. ("Omni") or (b) professionals that have previously been retained pursuant to an order of this Court entered in this Chapter 11 Case.

1.3. ***Allowed*** means, with respect to a Claim against the Debtor (a) a Claim that is (i) listed in the Schedules as of the Effective Date as neither disputed, contingent, nor unliquidated, and for which no Proof of Claim has been timely filed, and as to which the Debtor, Creditors' Committee, Plan Administrator, or other parties in interest have not filed an objection by the Claims Objection Deadline, or (ii) evidenced by a valid Proof of Claim or request for payment of

Administrative Claim, as applicable, filed by the applicable Bar Date, and as to which the Debtor, Creditors' Committee, Plan Administrator, or other parties in interest have not filed an objection to the allowance thereof by the Claims Objection Deadline, or (b) a Claim that is Allowed under the Plan or any stipulation or settlement approved by, or Final Order of, the Bankruptcy Court; *provided*, *however*, that any Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court will not be considered "Allowed Claims" under the Plan. Notwithstanding the foregoing, a Claim shall not be Allowed and shall not be entitled to a Distribution under the Plan to the extent it has been satisfied prior to the Effective Date. If a Claim is Allowed only in part, references to Allowed Claims include and are limited to the Allowed portion of such Claim. Notwithstanding anything to the contrary herein, any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed and for which no Proof of Claim has been timely filed and any Claim that is disallowed in accordance with Bankruptcy Rule 3003 or section 502(d) of the Bankruptcy Code is not considered Allowed and each such Claim shall be expunged without further action by the Debtor and without further notice to any party or action, approval, or order of the Bankruptcy Court.

1.4. ***Asset Purchase Agreement*** means that certain *Asset Purchase Agreement And Authorizing The Private Sale Of Substantially All Of The Assets Of The Debtor Outside The Ordinary Course Of Business* [ECF Nos. 43, 86] among the Debtor and the Purchaser, as it may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, including pursuant to the Receivership and Sale Order.

1.5. ***Avoidance Action*** means any claim or Cause of Action of the Estate to recover or avoid transfers or to avoid liens under chapter 5 of the Bankruptcy Code or applicable state law or otherwise, including, but not limited to, sections 502, 506, 510, 522, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code, and the proceeds thereof, or otherwise to exercise the avoidance powers provided under the Bankruptcy Code, including any of the Debtor's or the Estate's claim, counterclaim, setoff, or offset rights, regardless of whether or not such action has been commenced prior to the Effective Date.

1.6. ***Ballot*** means each of the ballot forms distributed to each Holder of a Claim that is entitled to vote to accept or reject the Plan and on which the Holder is to indicate acceptance or rejection of the Plan.

1.7. ***Bankruptcy Code*** means title 11 of the United States Code, as now in effect or hereafter amended, to the extent such amendments apply to the Chapter 11 Case.

1.8. ***Bankruptcy Court*** means the United States Bankruptcy Court for the Southern District of New York.

1.9. ***Bankruptcy Rules*** means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.

1.10. ***Bar Date*** means, as applicable: (a) the General Bar Date; (b) the later of: (i) the General Bar Date and (ii) 5:00 p.m. (Eastern Time) on the date that is thirty (30) days after entry of a Bankruptcy Court order pursuant to which Executory Contracts are rejected for Claims arising from such rejected agreements; (c) the later of: (i) the General Bar Date and (ii) 5:00 p.m. (Eastern

Time) on the date that is thirty (30) days after the date that notice of any applicable amendment or supplement to the Schedules is served on a claimant for those Claims affected by any such amendment or supplement to the Schedules; (d) July 7, 2025 at 5:00 p.m. (Eastern Time) for Governmental Units; and (e) the Administrative Claims Bar Date.

1.11. ***Business Day*** means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

1.12. ***Cash*** means legal tender of the United States of America and equivalents thereof.

1.13. ***Cause of Action*** means any action, proceeding, cause of action, controversy, demand, debt, right, action, Avoidance Action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, setoff, recoupment, cross-claim, counterclaim, third-party claim, indemnity claim, contribution claim, or any other claim, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether pending in litigation or otherwise, in contract or in tort, in law or in equity, or pursuant to any other theory of law, based in whole or in part upon any act or omission or other event occurring prior to the Effective Date. "*Cause of Action*" includes: (a) any claim for breach of contract or for breach of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state or federal law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) Avoidance Actions; (d) the right to object to Claims; (e) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; and (f) any claim or defense, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (g) any state or foreign law fraudulent transfer or similar claim.

1.14. ***Chapter 11 Case*** means the Debtor's bankruptcy case administered under case number 25-22002 (SHL) in the Bankruptcy Court.

1.15. ***Examiner*** means Leslie A. Berkoff.

1.16. ***Claim*** means a "claim" against the Debtor as defined in section 101(5) of the Bankruptcy Code.

1.17. ***Claims Register*** means the official register of Claims maintained by Omni Agent Solutions, the claims and noticing agent.

1.18. ***Class*** means a category of Claims or Interests, as described in Article III hereof.

1.19. ***Confirmation*** means the confirmation of the Plan by the Bankruptcy Court under section 1129 of the Bankruptcy Code.

1.20. ***Confirmation Date*** means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

1.21. ***Confirmation Hearing*** means the hearing or hearings held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of the Plan, as such hearing(s) may be adjourned or continued from time to time.

1.22. ***Confirmation Order*** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance satisfactory to the Debtor, the Creditors' Committee, the DIP Agent, and the Prepetition Term Agents.

1.23. ***Covered Party*** means the following Persons, as may be supplemented by a further order of the Bankruptcy Court: (a) the Debtor, (b) any Entity named as a defendant in a Personal Injury Action and (c) all of such Entities' Representatives.

1.24. ***Creditors' Committee*** means the official committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Case pursuant to section 1102(a) of the Bankruptcy Code.

1.25. ***D&O Policies*** means the insurance policies and contracts for directors' and officers' liability maintained by the Debtor, including any directors' and officers' "tail policy".

1.26. ***Debtor*** means Cold Spring Acquisition, LLC.

1.27. ***DIP Loan Agreement*** means the DIP Loan Agreement [ECF No. 10, Ex. A], as may be amended, restated, supplemented, waived, or otherwise modified from time to time.

1.28. ***DIP Facility Claims*** means any and all claims arising under the DIP Loan Agreement.

1.29. ***DIP Financing Order*** means the *Interim Order (I) Authorizing Debtor to (A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e), (B) Use Cash Collateral Pursuant to 11 U.S.C. § 363, (C) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364, and (D) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001 (b) and (c)* entered by the Bankruptcy Court on January 13, 2025 [ECF No. 35].

1.30. ***DIP Lender*** means CSHACQDIP, LLC, the lender under the DIP Loan Agreement.

1.31. ***Disallowed*** means all or such part of a Claim or interest (a) that is disallowed by a Final Order of the Bankruptcy Court or other court of competent jurisdiction; (b) for reimbursement or contribution of an entity that is co-liable with the Debtor on the Claim of a Creditor and such Claim is contingent on the Confirmation Date, pursuant to section 502(e)(1)(B) of the Bankruptcy Code; or (c) proof of which was required to be filed but as to which a Proof of Claim was not timely or properly filed; unless Allowed by a Final Order of the Bankruptcy Court or other court of competent jurisdiction.

1.32. ***Disbursing Agent*** means the Plan Administrator or the Entity or Entities selected by the Plan Administrator to make or facilitate Distributions contemplated under the Plan after the Effective Date.

1.33. ***Disclosure Statement*** means the disclosure statement (including all exhibits and schedules thereto) relating to the Plan, as amended, modified, or supplemented from time to time.

1.34. ***Disputed Claim*** means (a) any Claim as to which the Debtor, the Creditors' Committee, the Plan Administrator, or other party in interest has interposed an objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or any Claim otherwise disputed by the Debtor, the Creditors' Committee, the Plan Administrator, or other party in interest in accordance with applicable law, which objection has not been withdrawn, or determined by a Final Order; (b) any Claim scheduled by the Debtor as contingent, unliquidated, or disputed; (c) any Claim which amends a claim scheduled by the Debtor as contingent, unliquidated, or disputed; or (d) any Claim prior to it having become an Allowed Claim. For the avoidance of doubt, if no Proof of Claim has been filed by the applicable Bar Date and the Claim is not listed on the Schedules or has been or hereafter is listed on the Schedules as $0.00, Disputed, Contingent, or unliquidated, such Claim shall be a Disallowed Claim and shall be expunged from the Claims Register without further action by the Debtor and without further notice to any party or action, approval, or order of the Bankruptcy Court.

1.35. ***Distribution*** means any transfer under the Plan of Cash or other property to a Holder of an Allowed Claim, as provided for under the Plan and the Plan Administrator Agreement.

1.36. ***Distribution Date*** means a date or dates, including the Initial Distribution Date as determined by the Disbursing Agent in accordance with the terms of the Plan, on which the Disbursing Agent makes a Distribution to Holders of Allowed Claims.

1.37. ***Distribution Record Date*** means the record date for purposes of determining which Holders of Allowed Claims are eligible to received Distributions, which date shall be the first day of the Confirmation Hearing or such other date as designated in a Final Order of the Bankruptcy Court.

1.38. ***Effective Date*** means the Business Day the Plan becomes effective as provided in Article IX hereof.

1.39. ***Effective Date Notice*** means the notice of the Effective Date.

1.40. ***Entity*** means "entity" as defined in section 101(15) of the Bankruptcy Code.

1.41. ***Estate*** means the Chapter 11 estate of the Debtor created by the commencement of the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.42. ***Examiner*** means Leslie A. Berkoff.

1.43. ***Excluded Assets*** has the meaning set forth in the Asset Purchase Agreement.

1.44. ***Exculpated Parties*** means, collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Chief Restructuring Officer, (c) the Independent Directors, (d) the Creditors Committee; (e) the members of the Committee in their capacities as such; (f) the Examiner; (g) the Patient Care Ombudsman; (h) the Plan Administrator; and (i) with respect to each of the foregoing

Persons, each of their Related Parties, in each case in their capacity as such; provided that fiduciaries of the Debtor's Estate and members of the Committee shall only be included in the term "Exculpated Parties" in their capacity as such.

1.45. ***Executory Contract*** means a contract or lease to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.46. ***Exhibit*** means an exhibit either annexed to, or contained in a supplement to, the Plan or the Disclosure Statement, as amended, modified, or supplemented from time to time.

1.47. ***Final Order*** means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof), (a) the time to appeal, seek certiorari, or request re-argument or further review or rehearing has expired and no appeal, petition for certiorari, or request for re-argument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for re-argument, further review, or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal, petition for certiorari, or request for re-argument, further review, or rehearing has been or can be taken or granted.

1.48. ***General Bar Date*** means June 2, 2025 at 5:00 p.m. (Eastern Time), the date by which each Holder of a Claim against the Debtor must have filed a Proof of Claim unless such Claim falls within one of the exceptions set forth in the Bankruptcy Court order establishing the Bar Date [ECF No. 281], or such later date as agreed in writing by the Debtor.

1.49. ***General Unsecured Claim*** means any Claim against the Debtor other than an Administrative Claim, a Secured Tax Claim, an Other Secured Claim, an Other Priority Claim, a Priority Tax Claim, or Prepetition Senior Secured Credit Agreement Claim.

1.50. ***Holder*** means a holder of a Claim or Interest as applicable.

1.51. ***Independent Directors*** means John Brecker, Haywood Miller and Craig Jalbert.

1.52. ***Initial Distribution Date*** means the date or dates on which the Disbursing Agent makes the first Distribution to Holders of Allowed Claims pursuant to the terms of the Plan.

1.53. ***Interest*** means any equity security (as such term is defined in section 101(16) of the Bankruptcy Code) of a Debtor, 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 Debtor, 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 any of the Debtor, 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.

1.54. ***Notice of Intent to Pursue Personal Injury Claims*** means a notice substantially in the form attached hereto as **Exhibit A**, which shall be transmitted to the Debtor and the Plan Administrator by any Holder of a Personal Injury Claim seeking to pursue such Personal Injury Claim after the Effective Date other than to recover against applicable insurance.

1.55. ***NYAG Action*** means the special proceeding commenced by the New York State Office of the Attorney General against the Debtor and other respondents, pending in the New York State Supreme Court, Nassau County, Index no. 617709/2022 and any appeals arising therefrom.

1.56. ***Other Priority Claim*** means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

1.57. ***Other Secured Claim*** means any Secured Claim that is not a DIP Facility Claim, Secured Tax Claim, or a Prepetition Senior Secured Credit Agreement Claim.

1.58. ***Patient Care Ombudsman*** means David N. Crapo.

1.59. ***Personal Injury Claim*** means any Claim alleging an intentionally or negligently tortious act resulting in bodily injury arising from actual or alleged conduct and/or malpractice by the Debtor or its Representatives.

1.60. ***Petition Date*** means January 2, 2025, the date on which the Debtor filed its voluntary Chapter 11 petition commencing the Chapter 11 Case.

1.61. ***Plan*** means this Chapter 11 plan of reorganization, including the Exhibits and all supplements, appendices, and schedules hereto, either in its current form or as the same may be altered, amended, supplemented, or modified from time to time.

1.62. ***Plan Administrator*** means Martin Cauz.

1.63. ***Plan Administrator Agreement*** means that certain agreement establishing and delineating the retention, terms and duties of the Plan Administrator, substantially in the form to be filed as part of the Plan Supplement.

1.64. ***Plan Supplement*** means any supplement to the Plan, and the compilation of documents, forms of documents, and Exhibits to the Plan or Disclosure Statement, as amended, modified, or supplemented from time to time, which may be filed in draft or substantially final or non-final form, in form and substance satisfactory to the applicable parties as provided in the Plan, which shall be filed by the Debtor no later than seven (7) calendar days prior to the Voting Deadline, and including the following, without limitation: (a) the Plan Administrator Agreement, (b) the Plan Administrator Disclosure, (c) the Schedule of Assumed and Assigned Executory Contracts, if any, and (d) any other necessary documentation related to the Plan.

1.65. ***Post-Effective Date Expenses*** means all voluntary and involuntary, costs, expenses, charges, obligations, or liabilities of any kind or nature, whether unmatured, contingent or unliquidated (collectively, the "***Expenses***") incurred or reasonably anticipated to be incurred by the Plan Administrator after the Effective Date in connection with the implementation of the Plan,

the administration of the post-Effective Date Estate, and the implementation of the Plan Administrator, including, but not limited to: (a) the Plan Administrator's expenses in connection with administering and implementing the Plan, including any taxes incurred and accrued on or after the Effective Date, (b) U.S. Trustee Fees, if any, which accrued after the Effective Date, (c) the Plan Administrator's Expenses in making the Distributions required by the Plan, including Allowed Administrative Claims, paying taxes, and filing tax returns, (d) any Expenses incurred by the Plan Administrator, (e) the Expenses of independent contractors and professionals (including, without limitation, attorneys, advisors, accountants, brokers, consultants, experts, professionals, and other Persons) providing services to the Plan Administrator, and (f) the fees and expenses of the Disbursing Agent in making Distributions.

1.66. ***Priority Tax Claim*** means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

1.67. ***Pro Rata*** means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims within such Class.

1.68. ***Professional*** means any professional employed in the Chapter 11 Case pursuant to sections 327, 328, 363, or 1103 of the Bankruptcy Code or otherwise.

1.69. ***Professional Fee Claim*** means an Administrative Claim of a Professional for compensation for services rendered and reimbursement of costs incurred prior to and including the Effective Date.

1.70. ***Proof of Claim*** means a written proof of Claim filed against the Debtor in the Chapter 11 Case.

1.71. ***Purchased Assets*** has the meaning set forth in the Asset Purchase Agreement.

1.72. ***Purchaser*** means 378SYWOOD LLC in its capacity as purchaser under the Asset Purchase Agreement, or any Buyer Designee (as defined in the Asset Purchase Agreement).

1.73. ***Receivership Agreement*** means that certain *Receivership Agreement* [ECF No. 41] among the Debtor and the Purchaser, as it may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, including pursuant to the Receivership and Sale Order.

1.74. ***Receivership and Sale Order*** means that certain order of the Bankruptcy Court, entered on March 20, 2023 [ECF No. 233] approving the Receivership Agreement and the Asset Purchase Agreement.

1.75. ***Related Parties*** with respect to any Exculpated Party, means an Entity's predecessors, successors and assigns, current and former officers, managers, directors, principals, members, employees, agents, directors, board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives and other professionals, and such Persons' respective heirs, executors, estates, servants, and nominees, in each case solely to the extent such parties are acting in its fiduciary capacity as such.

1.76. ***Representatives*** means an Entity's attorneys, employees, agents, directors, board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, and other professionals, and such Persons' respective heirs, executors, estates, servants, and nominees, in each case solely to the extent such parties are acting in its fiduciary capacity as such.

1.77. ***Sale*** means the Debtor's sale of the Purchased Assets (as defined in the Asset Purchase Agreement) to the Purchaser pursuant to the Sale Documents as approved by the Receivership and Sale Order.

1.78. ***Sale Documents*** means the Asset Purchase Agreement, together with the schedules and/or exhibits and all related documents, as they may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof.

1.79. ***Schedules*** means the Debtor's schedules of assets and liabilities and statements of financial affairs, filed under section 521 of the Bankruptcy Code and the Bankruptcy Rules, as amended, supplemented, or modified.

1.80. ***Secured Claim*** means a Claim that is secured by a Lien on property in which the Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder's interest in the applicable Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

1.81. ***Secured Tax Claim*** means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code (determined irrespective of any time limitation therein and including any related Secured Claim for penalties).

1.82. ***Solicitation Materials*** means the Plan, Disclosure Statement, Ballot and Notice

1.83. ***Unclaimed Distribution*** means any Distribution under the Plan on account of an Allowed Claim that has not: (i) accepted a particular Distribution or, in the case of a Distribution made by check, negotiated such check, (ii) given written notice to the Disbursing Agent of an intent to accept a particular Distribution, (iii) responded in writing to the request of the Disbursing Agent for information necessary to facilitate a particular Distribution, or (iv) taken any other action necessary to facilitate such Distribution.

1.84. ***U.S. Trustee*** means the Office of the United States Trustee for the Southern District of New York.

1.85. ***U.S. Trustee Fees*** means all fees, interest, and charges assessed against the Estate by the U.S. Trustee pursuant to 28 U.S.C. § 1930, together with interest, if any, pursuant to and 31 U.S.C. § 3717.

1.86. ***Unimpaired*** means a Claim that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

1.87. ***Voting Deadline*** means the date by which a Holder of a Claim entitled to vote on the Plan must deliver a Ballot to accept or reject the Plan as set forth in the order of the Bankruptcy Court approving the instructions and procedures relating to the solicitation of votes with respect to the Plan.

*Rules of Interpretation and Computation of Time*. For purposes of the Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) unless otherwise provided in the Plan, any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or schedule filed or to be filed means such document or schedule, as it may have been or may be amended, modified, or supplemented pursuant to the Plan; (d) any reference to an entity as a Holder of a Claim or Interest, includes that entity's successors and assigns; (e) all references in the Plan to Sections and Articles are references to Sections and Articles of or to the Plan; (f) the words "herein," "hereunder," 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; (h) subject to the provisions of any contract, certificates of incorporation, bylaws, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (j) in computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply; (k) "including" means "including without limitation"; and (l) with reference to any Distribution under the Plan, "on" a date means on or as soon as reasonably practicable after that date.

*Exhibits*. All Exhibits are incorporated into and are a part of the Plan as if set forth in full herein, and, to the extent not annexed hereto or to the Disclosure Statement, such Exhibits shall be filed with the Bankruptcy Court no later than seven (7) days prior to the Voting Deadline. Holders of Claims and Interests may obtain a copy of the Exhibits upon written request to the Debtor. Upon their filing, the Exhibits may be inspected (a) in the office of the clerk of the Bankruptcy Court or its designee during normal business hours; (b) on the Bankruptcy Court's website at http://nysb.uscourts.gov (registration required); or (c) at the Debtor's case website at https://cases.omniagentsolutions.com/?clientId=3724. The documents contained in the Exhibits shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

*Controlling Document*. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document). The provisions of the Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; *provided, that* if there is determined to be any inconsistency between any Plan provision and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern and any such provision of the Confirmation Order shall be deemed a modification of the Plan and

shall control and take precedence.

## ARTICLE II

## UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including Professional Fee Claims) and Priority Tax Claims are not classified and are not entitled to vote on the Plan.

2.1 ***Administrative Claims.***

(a) Deadline to File. All Administrative Claims which arose prior to the Administrative Claims Bar Date were required to be filed by the Administrative Claims Bar Date. Solely to the extent not required to be filed by the Administrative Claims Bar Date, all requests for payment of Administrative Claims (other than (i) Professional Fee Claims, and (ii) Administrative Claims that have been Allowed on or before the Effective Date), must be in writing and filed with the Bankruptcy Court and served on the Debtor, the Creditors' Committee, the Plan Administrator, and the U.S. Trustee so as to be received by 5:00 p.m. (Eastern Time) on the date that is thirty (30) days after filing of the Effective Date Notice. Such request for payment must include at a minimum: (A) the name of the holder of the asserted Administrative Claim; (B) the amount of the Administrative Claim; (C) the basis of the Administrative Claim; and (D) supporting documentation for the Administrative Claim. Failure to file and serve such proof of Administrative Claim timely and properly shall result in the Administrative Claim being forever barred and released and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, or recover such Administrative Claim.

(b) Treatment. On or as soon as reasonably practicable after the earlier of (a) the Effective Date or (b) the first Business Day after the date that is thirty (30) calendar days after the date on which an Allowed Administrative Claim becomes Allowed or payable under any agreement related thereto, unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Plan Administrator each Holder of an Allowed Administrative Claim shall receive, in full and final satisfaction, settlement, and release, and in exchange for, such Allowed Administrative Claim, Cash equal to the unpaid portion of such Allowed Administrative Claim.

2.2 ***Payment of U.S. Trustee Fees.*** On the Effective Date, the Debtor shall pay all accrued and outstanding U.S. Trustee Fees, if any. Following the Effective Date, the Plan Administrator shall remain obligated to pay quarterly fees to the U.S. Trustee on behalf of the Estate, if any, in accordance with Section 12.1.

2.3 ***Professional Fee Claims.***

(a) To the extent not filed prior to the Effective Date, Professionals shall submit final fee applications seeking approval of all Professional Fee Claims by the Bankruptcy Court no later than thirty (30) days after filing of the Effective Date Notice, unless such deadline is extended in writing by the Plan Administrator in his sole discretion. These applications remain subject to Bankruptcy Court approval under the standards established by the Bankruptcy Code, including the

requirements of sections 327, 328, 330, 331, 363, 503(b), and 1103 of the Bankruptcy Code, as applicable.

(b) Allowed Professional Fee Claims shall be paid in Cash to such Professionals when such Claims are Allowed by an order of the Bankruptcy Court.

(c) The Debtor and the Plan Administrator, as applicable, are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course without the need for Bankruptcy Court approval or notice to any person.

2.4 ***Priority Tax Claims***. Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, and release of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code

2.5 ***DIP Facility Claims.*** The outstanding balance under the DIP Loan Agreement was paid in full. Accordingly, the DIP Lender will not receive any distributions under the Plan.

## ARTICLE III

## CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 ***Classification in General***. Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtor. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

3.2 ***Summary of Classification.***

The Plan (including, but not limited to, Articles II and III of the Plan) shall serve as a motion by the Debtor for entry of an order of the Bankruptcy Court granting such relief.

The following table designates the Classes of Claims against and Interests in the Debtor and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept or reject the Plan. In accordance with section 1123(a)(l) of the Bankruptcy Code, Administrative Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in this Section 3.2. All Classes are set forth herein. The Debtor may not have Holders of Claims or Interests in a particular Class or Classes.

| Class | Designation | Impairment | Entitled to Vote |
|---|---|---|---|
| 1 | Greystone Claim | Impaired | Yes |

| | | | |
|---|---|---|---|
| 2 | Other Secured Claims | Unimpaired | No (deemed to accept) |
| 3 | Other Priority Claims | Unimpaired | No (deemed to accept) |
| 4 | General Unsecured Claims | Impaired | Yes |
| 5 | Personal Injury Claims | Impaired | Yes |
| 6 | Interests | Impaired | No (deemed to reject) |

3.3 ***Treatment of Classes.***

(a) ***Class 1 – Greystone Claim***

(i) *Claims in Class:* Class 1 consists of the Secured Claim held by Greystone Financing Company, LLC ("Greystone"), which will be assumed in all respects by the Purchaser.

(ii) *Treatment:* Greystone shall not receive any other distribution under the Plan, as the Purchaser has agreed to assume all obligations due to Greystone.

(iii) *Voting*: The Greystone Claim in Class 1 is Impaired. Pursuant to section 1126 of the Bankruptcy Code, each Holder of an Allowed General Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) ***Class 2 – Other Secured Claims***

(i) *Claims in Class:* Class 2 consists of all Other Secured Claims. The Debtor does not believe that any Other Secured Claims exist.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to different, less favorable treatment each Holder of an Allowed Other Secured Claim will receive, in full and final satisfaction, settlement, and in exchange for such Allowed Other Secured Claim, Cash in an amount equal to the Allowed amount of such Other Secured Claim on the earlier of (x) the Effective Date and (y) as soon as practicable after its Other Secured Claim becomes Allowed.

(iii) *Voting:* Claims in Class 2 are Unimpaired. Holders of Allowed Other Secured Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Other Secured Claims are not entitled to vote to accept or reject the Plan.

(c) ***Class 3 – Other Priority Claims***

(i) *Claims in Class:* Class 3 consists of all Other Priority Claims.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a different, less favorable treatment, each Holder of an Allowed Other Priority Claim will receive, in full and final satisfaction, settlement, and in exchange for such

Allowed Claim, Cash in an amount equal to such Holder's Allowed Other Priority Claim on the earlier of (x) the Effective Date and (y) as soon as practicable after its Other Priority Claim becomes Allowed.

(iii) *Voting:* Claims in Class 3 are Unimpaired. Holders of Allowed Other Priority Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Other Priority Claims are not entitled to vote to accept or reject the Plan.

(d) ***Class 4 – General Unsecured Claims***

(i) *Claims in Class:* Class 4 consists of all General Unsecured Claims except for Personal Injury Claims.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to different, less favorable treatment, in full and final satisfaction, settlement, and release of, and in exchange for, all such Allowed Claims, each Holder of an Allowed General Unsecured Claim shall receive such Holder's *Pro Rata* share of cash available for Distribution on each such Distribution Date as determined by the Plan Administrator.

(iii) *Voting:* Claims in Class 4 are Impaired. Pursuant to section 1126 of the Bankruptcy Code, each Holder of an Allowed General Unsecured Claim is entitled to vote to accept or reject the Plan.

(e) ***Class 5 – Personal Injury Claims***

(i) *Claims in Class:* Class 5 consists of all Personal Injury Claims.

(ii) *Treatment:* Except to the extent that a Holder of a Personal Injury Claim agrees to different, less favorable treatment, in full and final satisfaction, settlement, and release of, and in exchange for, all such Allowed Claims, each Holder of an Allowed General Unsecured Claim shall receive any amounts available under applicable insurance policies and all other damages (including extra-contractual damages), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any insurance company because of their conduct regarding, or defense or settlement of, any Personal Injury Claim, and recoveries for any such judgments or awards will be against only the insurance company in accordance with the Plan and not at any time against any Covered Party or any property or interest in property of any Covered Party, beyond available Insurance Recoveries. However, Personal Injury Claims will not be released or enjoined as against any applicable insurance until such Claims are settled with the Debtor, any other Covered Party, and the Debtor's insurance companies or are fully adjudicated, resolved, and subject to Final Order.

(iii) *Voting:* Claims in Class 5 are Impaired. Pursuant to section 1126 of the Bankruptcy Code, each Holder of an Allowed Personal Injury Claim is entitled to vote to accept or reject the Plan.

(f) ***Class 6 – Interests***

(i) *Claims in Class:* Class 6 consists of all Interests.

(ii) *Treatment:* On the Effective Date, all Interests shall be eliminated, and Holders of Interests shall not receive or retain any property under the Plan on account of such Interests.

(iii) *Voting*: Interests in Class 6 are Impaired. Holders of Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Interests are not entitled to vote to accept or reject the Plan.

3.4 ***Alternative Treatment***. Notwithstanding any provision herein to the contrary, any Holder of an Allowed Claim may receive, instead of the Distribution or treatment to which it is entitled hereunder, any other Distribution or treatment to which it and the Plan Administrator may agree in writing; *provided*, *however*, that under no circumstances may the Debtor agree to provide any other Distribution or treatment to any Holder of an Allowed Claim that would adversely impair the Distribution or treatment provided to any other Holder of an Allowed Claim.

3.5 ***Reservation Regarding Unimpaired Claims***. Nothing shall affect the Debtor's or the Plan Administrator's rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs against or recoupments of Unimpaired Claims.

3.6 ***Controversy Concerning Impairment***. If a controversy arises as to whether any Claims, or any Class of Claims, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

## ARTICLE IV

## ACCEPTANCE OR REJECTION OF THE PLAN

4.1 ***Acceptance by Class Entitled to Vote***. Classes 1, 4, and 5 are entitled to vote to accept or reject the Plan.

4.2 ***Presumed Acceptance of the Plan***. Classes 2 and 3 are Unimpaired. Therefore, such Classes are deemed to have accepted the Plan by operation of law and are not entitled to vote to accept or reject the Plan.

4.3 ***Presumed Rejection of the Plan.*** Class 6 will receive no Distribution under the Plan. Therefore, such Class is deemed to have rejected the Plan by operation of law and Holders of Class 6 Interests are not entitled to vote to accept or reject the Plan.

4.4 ***Elimination of Classes.*** To the extent applicable, any Class that does not contain any Allowed Claims or any Claims temporarily allowed for voting purposes under Bankruptcy Rule 3018, as of the date of the commencement of the Confirmation Hearing, shall be deemed to have been deleted from the Plan for purposes of (a) voting to accept or reject the Plan and (b) determining whether it has accepted or rejected the Plan under section 1129(a)(8) of the Bankruptcy Code.

4.5 ***Cramdown.*** The Debtor requests Confirmation of this Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Trustee reserves the right to modify this Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

## ARTICLE V

## MEANS FOR IMPLEMENTATION OF THE PLAN

5.1 ***Implementation of the Plan.*** Following the Effective Date, the Plan will be implemented by the Plan Administrator in a manner consistent with the terms and conditions set forth herein, the Plan Administrator Agreement, and the Confirmation Order.

5.2 ***Vesting of Assets.*** On the Effective Date, all property of the Estate, including any Causes of Action and any Excluded Assets under the Asset Purchase Agreement, and any property acquired by the Debtor re-vest in the post-confirmation Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date the Plan Administrator may take any action, including to use, acquire, or dispose of property and maintain, prosecute, abandon, compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, subject only to those restrictions expressly imposed by this Plan or the Confirmation Order.

5.3 ***Funding of Plan.*** The primary source of funding the Distributions and payments required to be made under the Plan shall be the Cash on hand as of the Effective Date, any future collections of accounts receivable and any proceeds of Causes of Action.

5.4 ***Powers and Obligations of the Plan Administrator.***

(a) The Confirmation Order shall provide for the appointment of the Plan Administrator. The compensation of the Plan Administrator shall be as set forth in the Plan Administrator Agreement. The Plan Administrator shall be deemed the Estate's sole and exclusive representative in accordance with section 1123 of the Bankruptcy Code and shall have all powers, authority, and responsibilities of the Debtor, including without limitation, those specified under sections 704 and 1106 of the Bankruptcy Code, including without limitation, the right to commence, continue and prosecute any litigation and the right to assert any privilege, including without limitation, attorney client and work product.

(b) Following the Effective Date, the Plan Administrator may engage in any business or take any actions, necessary to consummate the Plan and wind down the Debtor's affairs, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

(c) The Plan Administrator may act for the Debtor's Estate in a fiduciary capacity for the Estate, subject to the provisions of the Plan. On the Effective Date, the Plan Administrator shall succeed to all of the rights of the Debtor with respect to all assets, rights and privileges of the Estate. The powers and duties of the Plan Administrator shall include, without further order of the Bankruptcy Court, the following rights or obligations:

(i) to take such steps as may be necessary or otherwise desirable to administer and close any and all of the transactions as may be contemplated by the terms of the Sale or this Plan;

(ii) to invest Cash and withdraw and make Distributions of Cash to holders of Allowed Claims and to pay taxes and other obligations owed by the Estate or incurred by the Debtor or the Plan Administrator in connection with the wind-down of the Estate in accordance with the Plan;

(iii) to receive, manage, invest, supervise, and protect the Assets, including paying taxes or other obligations incurred in connection with administering the assets;

(iv) to engage attorneys, consultants, agents, employees, and all professional persons, to assist with respect to the Plan Administrator's responsibilities;

(v) to pay the fees and expenses for the attorneys, consultants, agents, employees and professional persons engaged by the Plan Administrator and to pay all other expenses in connection with administering the Plan and for winding down the affairs of the Estate in accordance with the Plan;

(vi) to satisfy any liabilities, expenses, and other Claims incurred by the Debtor and/or Plan Administrator in the ordinary course of business and without further order of the Bankruptcy Court;

(vii) to execute and deliver all documents, and take all actions, necessary to consummate the Plan and close the Chapter 11 Case;

(viii) to dispose of, abandon or deliver title to others of, or otherwise realize the value of, all the remaining Assets in accordance with the terms provided for herein;

(ix) to oversee compliance with any accounting, finance, and reporting obligations;

(x) to prepare such periodic reports as may be required by the U.S. Trustee;

(xi) to object to Claims against the Debtor's Estate;

(xii) to compromise and settle Claims against the Debtor's Estate;

(xiii) to implement and/or enforce all provisions of the Plan;

(xiv) to implement and/or enforce all agreements entered into prior to the Effective Date;

(xv) to perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, enforcing contracts, and asserting claims, defenses, offsets, and privileges;

(xvi) to investigate, prosecute, settle and collect upon potential claims, including accounts receivable;

(xvii) to use such other powers as may be vested in or assumed by the Plan Administrator pursuant to the Plan or order of the Bankruptcy Court or as may be necessary and proper to carry out the provisions of the Plan; and

(xviii) nothing contained in or omitted from this Section 5.4 shall in any way limit or abridge the rights or authority of the Plan Administrator to act on behalf of the Debtor or the Estate from and after the Effective Date.

5.5 ***Preservation of Causes of Action.*** On and after the Effective Date, the Plan Administrator may pursue on behalf of the Debtor's Estate any potential claim in his or her sole discretion. No Entity may rely on the absence of a specific reference in this Plan or the Disclosure Statement to any particular claim against them as any indication that the Plan Administrator will not pursue any and all available Causes of Action against them. To the contrary the Debtor and the Plan Administrator intend to preserve all Causes of Action in all respects. The failure of the Debtor to specifically list any Causes of Action, claim, right of action, suit, proceeding, or other potential claim in this Plan, the Plan Supplement, the Disclosure Statement, or otherwise, does not, and will not, be deemed to constitute a waiver or release by the Debtor or the Plan Administrator of such Causes of Action, claim, right of action, suit, or proceeding. The Debtor and the Plan Administrator, as applicable, will retain the right to pursue such Causes of Action, claims, rights of actions, suits, and other proceedings in their sole discretion and, therefore, the failure to list any Causes of Action claim, right of action, suit, or other proceeding shall not result in a limitation of the right to pursue the same on and after the Effective Date based on any preclusion doctrine, including, but not limited to, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches.

5.6 ***Termination of Current Officers, Directors, Employees and Professionals***. On the Effective Date, the employment, retention, appointment, and authority of all officers, directors, employees, and Professionals of the Debtor and the Creditors' Committee shall terminate.

5.7 ***Further Authorization***. The Plan Administrator shall be entitled to seek such orders, judgments, injunctions, and rulings as he deems necessary to carry out the intentions and purposes, and to give full effect to the provisions, of the Plan.

5.8 ***Preservation of Insurance***. Notwithstanding anything to the contrary in the Plan (including Article X of the Plan) or Confirmation Order, nothing contained in the Plan shall diminish or impair the enforceability of any insurance policy, including the D&O Policies, that may cover claims against the Debtor or any additional insureds, including the directors and officers thereof.

5.9 ***Dissolution of the Debtor***. Upon the entry of final decrees in this Chapter 11 Case pursuant to section 350 of the Bankruptcy Code, the Debtor shall be deemed dissolved without any further notice, action, or order.

## ARTICLE VI

## DISTRIBUTIONS

6.1 ***Disbursing Agent***. The Plan Administrator shall serve as the Disbursing Agent under the Plan or select another Entity to serve as the Disbursing Agent. Any Entity other than the Plan Administrator that acts as the Disbursing Agent for the Plan Administrator will be an agent of the Plan Administrator and not a separate taxable Entity with respect to, among other things, the assets held, income received, or disbursements or Distributions made on behalf of the Plan Administrator. The Disbursing Agent shall make all Distributions required under the Plan. The Disbursing Agent, if not the Plan Administrator, shall be authorized, after consultation with the Plan Administrator, to implement such procedures as it deems necessary to make Distributions pursuant to the Plan so as to efficiently and economically assure prompt and proportionate Distributions. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

6.2 ***No Postpetition Interest on Claims.*** The Debtor shall pay all post-petition interest on any Claim as required by any applicable provision of the Bankruptcy Code, including Section 506(b) and Section 511(b) of the Bankruptcy Code. The Debtor shall not be required to pay post-petition interest on any Claim that is not required by the Bankruptcy Code.

6.3 ***Date of Distributions***. Unless otherwise provided in the Plan, any Distributions and deliveries to be made under the Plan shall be made on the Effective Date or as soon thereafter as is practicable, in the Plan Administrator's sole discretion. For the avoidance of doubt, no Holder of an Allowed Claim shall receive any Distribution on account of such Allowed Claim until all proper reserves have been established in the Plan Administrator's sole discretion. Further, the Plan Administrator, in his sole discretion, may withhold from Distributions and retain such amounts as are reasonably necessary to (i) to pay Post-Effective Date Expenses, (ii) satisfy other liabilities to which the Plan Administrator is otherwise subject, in accordance with the Plan and the Plan Administrator Agreement, and (iii) establish any necessary reserve(s).

6.4 ***Distribution Record Date***. Unless a notice of transfer of Claim has been filed with the Bankruptcy Court prior to the Distribution Record Date in accordance with Bankruptcy Rule 3001, the Disbursing Agent will rely on the Claims Register when determining Holders on the Distribution Record Date. No transfers made after the Distribution Record Date will be permitted or recognized by the Plan Administrator.

6.5 ***Books and Records***. The Plan Administrator and his professionals, shall retain and be entitled to reasonable access to the books and records of the Debtor for the purposes of responding to disclosure obligations related to any investigation conducted by a Governmental Unit, performing Claims reconciliation, and the administration of the Estate, irrespective of whether such books and records are in the possession of the Debtor or the Purchaser. Further, any books and records designated by the Plan Administrator shall be preserved by the Debtor or the Purchaser, as applicable, until the earlier of notice of de-designation of such books and records or the dissolution of the Plan Administrator. The Debtor, the Purchaser, the Plan Administrator, and Disbursing Agent (if other than the Plan Administrator) shall cooperate in good faith to comply

with the reporting and withholding requirements outlined in Section 6.14 of the Plan, and the provisions of the Sale Order and the Asset Purchase Agreement.

6.6 ***Delivery of Distributions***. The Disbursing Agent will issue or cause to be issued the applicable consideration under the Plan and, subject to Bankruptcy Rule 9010, will make all Distributions as and when required by the Plan to Holders of Allowed Claims to the address of the Holder listed on such Holder's Proof of Claim or the address in any written notice of address change delivered to the Plan Administrator, or the Disbursing Agent, as applicable, including any addresses included on any transfers of Claim timely filed prior to the Distribution Record Date pursuant to Bankruptcy Rule 3001. In the event that any Distribution is returned as undeliverable, the Disbursing Agent shall be under no obligation to take any action to attempt to locate the Holder of an Allowed Claim whose Distribution is returned as undeliverable. Rather, the Holders of Claims shall be solely responsible to provide updated information to the Plan Administrator. No further Distributions to such Holder shall be made unless and until the Disbursing Agent is notified in writing of the then-current address of such Holder, at which time all missed Distributions shall be made to such Holder without interest, dividends, or accruals of any kind, provided, however, if written notice is not provided within ninety (90) days after such Distribution is returned as undeliverable, such Distribution shall be deemed an Unclaimed Distribution. Amounts in respect of undeliverable Distributions shall be returned to the Plan Administrator until such Distributions are claimed or become subject to Section 6.7.

6.7 ***Reversion***. Any Distribution under the Plan that is an Unclaimed Distribution for a period of ninety (90) days after such Distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and such Unclaimed Distribution shall revert to and vest in the Plan Administrator, free and clear of any restrictions thereon. Upon vesting, the Claim of any Holder or successor to such Holder with respect to such property shall be cancelled and forever barred, notwithstanding federal or state escheat, abandonment, or unclaimed property laws to the contrary.

6.8 ***Manner of Payment Under Plan***. Except as specifically provided herein, at the option of the Plan Administrator, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Plan Administrator.

6.9 ***De Minimis Cash Distributions***. The Disbursing Agent shall not have any obligation to make a Distribution that is less than (i) $50 in Cash to the Holder of an Allowed Claim or (ii) $25,000 in the aggregate. If either (a) all Allowed Claims have been paid in full or (b) the aggregate amount of Cash available for Distributions to Holders of Allowed Claims is less than $25,000, then no further Distribution shall be made by the Plan Administrator, and the Plan Administrator can elect to give funds to a charity selected by the Plan Administrator.

6.10 ***No Distribution in Excess of Amount of Allowed Claim***. Notwithstanding anything to the contrary in the Plan, no Holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim.

6.11 ***Allocation of Distributions Between Principal and Interest***. To the extent that any Allowed Claim entitled to a Distribution under the Plan is comprised of indebtedness and accrued

but unpaid interest thereon, such Distribution shall be allocated first to the principal amount (as determined for federal income tax purposes) of the Claim and then to accrued but unpaid interest.

6.12 ***Setoffs and Recoupments***. The Plan Administrator or its designee as instructed by the Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, offset or recoup against any Allowed Claim and the Distributions to be made pursuant to the Plan on account of such Allowed Claim any and all claims, rights, and Causes of Action that the Plan Administrator or the Debtor or its successors, as applicable, may hold against the Holder of such Allowed Claim after the Effective Date to the extent that such setoff or recoupment is either (a) agreed in amount among the Plan Administrator, and Holder of the Allowed Claim or (b) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by the Plan Administrator, of any claims, rights, or Causes of Action that the Plan Administrator may possess against such Holder.

6.13 ***Rights and Powers of Disbursing Agent.***

(a) *Powers of the Disbursing Agent*. The Disbursing Agent shall be empowered to: (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (ii) make all applicable Distributions or payments provided for under the Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (1) as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date) or pursuant to the Plan, or (2) as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

(b) *Expenses Incurred on or After the Effective Date*. Subject to the written agreement of the Plan Administrator, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, for reasonable attorneys' and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Plan Administrator.

6.14 ***Withholding and Reporting Requirements***. In connection with the Plan and all instruments issued in connection therewith and distributed thereon, the Plan Administrator shall comply with all withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all Distributions under the Plan shall be subject to any such withholding and reporting requirements. In the case of a non-Cash Distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate the Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan. Under the backup withholding rules of the Internal Revenue Service, a Holder may be subject to backup withholding with respect to Distributions or payments made pursuant to the Plan, unless the Holder (a) comes within certain exempt categories (which includes corporations) and, when required, demonstrates this fact or (b) provides a correct taxpayer identification number and certifies under penalty of perjury that the

taxpayer identification number is correct and that the taxpayer is not subject to backup withholding.

Notwithstanding the above, each Holder of an Allowed Claim of the Plan Administrator that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Distribution. The Plan Administrator shall have the right, but not the obligation, to not make a Distribution until such Holder has made arrangements satisfactory to any issuing or disbursing party for payment of any such tax obligations. As a condition to receipt of any Distribution, the Holder of an Allowed Claim shall complete and return a (a) Form W-8 or W-9, (b) similar state tax reporting forms and (c) all other tax reporting information requested by the Plan Administrator. If the Holder fails to comply before the date that is ninety (90) days after the request is made, the amount of such Distribution shall irrevocably revert to the Plan Administrator and any Claim in respect of such Distribution shall be discharged and forever barred from assertion against the Debtor or the Plan Administrator or any property of the Estate.

6.15 ***Claims Paid or Payable by Third Parties.***

(a) *Claims Paid by Third Parties.* The Plan Administrator shall reduce a Claim, and such Claim shall be Disallowed without a Claim objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not the Plan Administrator. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a Distribution on account of such Claim and receives payment from a party that is not the Plan Administrator on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the Distribution to the Plan Administrator to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Distribution under Plan. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the Plan Administrator annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day period specified above until the amount is repaid.

(b) *Claims Payable by Third Parties*. (i) No Distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, and (ii) to the extent that one or more of the Debtor's insurers agrees to satisfy in full or in part a Claim, then the applicable portion of such Claim may be expunged without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) *Applicability of Insurance Proceeds*. Distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor, the Plan Administrator, or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein (i) constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers, or

(ii) establish, determine, or otherwise imply any liability or obligation, including any coverage obligation, of any insurer.

6.16 ***Distributions on Disputed Claims.***

(a) *No Distributions Pending Allowance.* Notwithstanding any provision to the contrary in the Plan, no payments or distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order of the Bankruptcy Court, and the Disputed Claim has become an Allowed Claim.

## ARTICLE VII

## PROCEDURES FOR DISPUTED CLAIMS

7.1 ***Allowance of Claims***. After the Effective Date, the Plan Administrator shall have and retain any and all rights and defenses the Debtor had or was entitled to assert with respect to any Claim immediately before the Effective Date. No Claim shall become an Allowed Claim unless and until the Bankruptcy Court has entered a Final Order allowing such Claim.

7.2 ***Objections to Claims.***

(a) *Authority*. The Plan Administrator is authorized to (i) file objections to any Claim, and to withdraw any objections to any Claim that they may file, (ii) settle, compromise, or litigate to judgment any objections to any Claim, and (iii) except as set forth above, resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law. Any Claims filed after the applicable Bar Date shall be deemed Disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the Person or entity wishing to file such Claim has received prior Bankruptcy Court authority to file such Claim after the applicable Bar Date.

(b) *Amendments to Claims.* After the Confirmation Date, a Proof of Claim may not be amended without the authorization of the Bankruptcy Court. Any Claim amended after the Confirmation Date shall be deemed Disallowed in full and expunged without any action by the Plan Administrator, unless the Holder of such Claim has obtained prior Bankruptcy Court authorization to file the amendment.

7.3 ***Estimation of Disputed Claims***. For purposes of calculating and making Distributions and establishing reserves under the Plan, the Plan Administrator may at any time after the Confirmation Date request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Plan Administrator previously objected to such Disputed Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Disputed Claim at any time during litigation concerning any objection to any Disputed Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Plan

Administrator may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Disputed Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

7.4 ***Resolution of Claims and Causes of Action.***

(a) ***Authority of Plan Administrator***. The Plan Administrator shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Claims, Disputed Claims, rights, Causes of Action, suits, and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or the Estate may hold against any Person, without the approval of the Bankruptcy Court, the Confirmation Order, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. The Plan Administrator or their respective successors may pursue such retained Claims, rights, Causes of Action, suits, or proceedings, as appropriate, in accordance with the best interests of the Plan Administrator, as applicable.

(b) ***No Res Judicata Effect***. The Plan Administrator expressly reserves all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or the occurrence of the Effective Date.

7.5 ***Disallowed Claims.*** All Claims held by persons or entities against whom or which the Plan Administrator have commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Bankruptcy Code shall be deemed Disallowed Claims pursuant to section 502(d) of the Bankruptcy Code and Holders of such Claims shall not be entitled to vote to accept or reject the Plan. Claims that are deemed Disallowed pursuant to this Section 7.5 shall continue to be Disallowed for all purposes until such Claim has been settled or resolved by Final Order and any sums due to the Plan Administrator from such party have been paid.

## ARTICLE VIII

## TREATMENT OF EXECUTORY CONTRACTS

8.1 ***Rejection of Executory Contracts***. On the Effective Date, all Executory Contracts shall be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract (a) has previously been assumed by order of the Bankruptcy Court in effect as of the Effective Date; (b) is the subject of a motion to assume filed on or before the Effective Date; (c) is set forth in the Schedule of Assumed and Assigned Executory Contracts; or (d) has expired or terminated pursuant to its own terms. The Confirmation Order will constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the rejections described herein as of the Effective Date. Unless otherwise indicated, all rejections of Executory Contracts in the Plan will be effective as of the Effective Date.

8.2 ***Claims Based on Rejection of Executory Contracts***. Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of Executory Contracts pursuant to the Plan must be filed no later than the applicable Bar Date. Any Proofs of Claim arising from the rejection of the Debtor's Executory Contracts that are not timely filed by the applicable Bar Date shall be Disallowed automatically, forever barred from assertion, and shall not be enforceable against the Debtor or the Plan Administrator without the need for any objection by any Person or further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of such Executory Contract shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of Executory Contracts under the Plan shall be classified as General Unsecured Claims and shall be treated in accordance with the particular provisions of the Plan for such Claims.

8.3 ***Reservation of Rights.*** Nothing contained in the Plan shall constitute an admission by the Debtor that any particular contract or lease is in fact an Executory Contract, as applicable, or that the Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Plan Administrator shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter and to provide appropriate treatment of such contract or lease.

## ARTICLE IX

## CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

9.1 ***Conditions Precedent to the Effective Date***. The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived in accordance with the terms hereof:

(a) the Bankruptcy Court shall have entered the Confirmation Order, and the Confirmation Order shall have become a Final Order, which Confirmation Order, shall, among other things, include findings that the Plan does not violate or breach the rights, remedies, or obligations of any party;

(b) the Plan Administrator shall have sufficient funds to make all distributions required to be made on the Effective Date;

(c) all documents and agreements necessary to implement the Plan shall have (i) been tendered for delivery and (ii) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

9.2 ***Waiver of Conditions Precedent***. Each of the conditions precedent in Section 9.1 may be waived only if waived in writing by the Debtor without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

## ARTICLE X

## EFFECT OF PLAN CONFIRMATION

10.1 ***Binding Effect***. Following the Effective Date, the Plan shall be binding upon and inure to the benefit of the Debtor, the Estate, the Plan Administrator, all Exculpated Parties, all present and former Holders of Claims and Interests, whether or not such Holders voted in favor of the Plan, and their respective successors and assigns.

10.2 ***No Discharge of the Debtor.*** Because the Debtor is liquidating, the Plan does not include a discharge of obligations pursuant to section 1141 of the Bankruptcy Code.

10.3 ***Limitations on Recovery by Holders of Personal Injury Claims.***

(a) Full Reservation of Rights Against Applicable Insurance**.** Holders of Personal Injury Claims that have timely filed a valid proof of claim specifically reserve, and do not release, any Claims they may have against the Debtor or any Covered Party that implicate coverage under the Debtor's insurance policies.

(b) Recovery Limited to Applicable Insurance**.** Recovery by Holders of Personal Injury Claims is limited to the insurance policies and all other damages (including extra-contractual damages), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any insurance company because of their conduct regarding, or defense or settlement of, any Personal Injury Claim, and recoveries for any such judgments or awards will be against only the insurance company in accordance with the Plan and not at any time against any Covered Party or any property or interest in property of any Covered Party, beyond available Insurance Recoveries.

(c) Notice of Intent to Pursue Personal Injury Claims Required to be Served**.** Any Holder of a Personal Injury Claim seeking to pursue their Personal Injury Claim in a court of competent jurisdiction against any other Covered Party, other than to recover against applicable insurance must transmit a Notice of Intent to Pursue Personal Injury Claims to the Debtor and the Plan Administrator. Such Holder of such Personal Injury Claim is enjoined by this Plan from pursuing such Personal Injury Claim until the expiration of a forty-five (45) day period after the receipt of the Notice of Intent to Pursue Personal Injury Claims.

(d) Notices to Holders of Personal Injury Claims. In connection with the Solicitation Materials, the Debtor shall deliver notice substantially in the form annexed hereto as **Exhibit B** to the Holders of Personal Injury Claims that have timely filed a valid proof of claim.

(e) Reservation of Personal Injury Claims Until Resolved**.** Personal Injury Claims will not be released or enjoined as against the Debtor or any other Covered Party for any Personal Injury Claim until such Claims are settled with the Debtor, any other Covered Party, and Debtor's insurance companies or are fully adjudicated, resolved, and subject to Final Order, but recovery shall be limited as described above.

10.4 ***Exculpation and Limitation of Liability.*** No Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claims or Causes of Action

for any Claim related to any act or omission in connection with, relating to, or arising out of, directly or indirectly resulting from, in consequence of, or in any way attributable to, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement and other restructuring documents), or any aspect of the Plan, including any related contract, instrument, release, or other agreement or document created or entered into in order to commence the Chapter 11 Case, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Chapter 11 Case or the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted fraud, willful misconduct, gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200); *provided, however*, that, for the avoidance of doubt, such exculpation shall not act or be construed to channel, release, enjoin, or otherwise affect criminal enforcement actions or any Personal Injury Claim against the Debtor or any co-defendant (who is not an Exculpated Party) in litigation in which the Debtor is a defendant.

10.5 ***Injunctions Related to Exculpation.*** All Entities who have held, hold, or may hold Claims that are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, the Debtor, and the Exculpated Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property of such Entities on account of or in connection with or with respect to any such Claims; (iv) asserting any right of recoupment, setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims released or settled pursuant to the Plan; *provided, however*, that, for the avoidance of doubt, such exculpation shall not act or be construed to channel, release, enjoin, or otherwise affect criminal enforcement actions or any Personal Injury Claim against the Debtor or any co-defendant (who is not an Exculpated Party) in litigation in which the Debtor is a defendant.

Upon entry of the Confirmation Order, all Holders of Claims and their respective Representatives shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim, as applicable, by accepting, or being eligible to accept, distributions under or reinstatement of such Claim, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in the Plan; *provided, however*, that, for the avoidance of doubt, such exculpation shall not act or be construed to channel, release, enjoin, or otherwise affect criminal enforcement actions or any Personal Injury

Claim against the Debtor or any co-defendant (who is not an Exculpated Party) in litigation in which the Debtor is a defendant.

10.6 ***Automatic Stay and Bankruptcy Injunction Continues.*** All injunctions or stays arising under or entered during this Chapter 11 Case under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect. For the avoidance of doubt, the automatic stay shall remain in full force and effect to preclude any action by (a) New York State Attorney General's Office against the Debtor, including without limitation the prosecution of the NYAG Action and (b) Holders of Personal Injury Claims.

10.7 ***Post-Effective Date Retention of Professionals***. Upon the Effective Date, any requirement that professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date will terminate and the Plan Administrator will be permitted to employ and pay professionals in the ordinary course of business.

## ARTICLE XI

## RETENTION OF JURISDICTION

11.1 ***Retention of Jurisdiction***. Pursuant to sections 105(e) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction (unless otherwise indicated) over all matters arising in, arising out of, and/or related to, the Chapter 11 Case and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) resolve any matters related to the assumption, assumption and assignment, or rejection of any Executory Contract to which the Debtor is a party or with respect to which the Debtor may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;

(b) decide or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters and grant or deny any applications involving the Debtor that may be pending on the Effective Date (which jurisdiction shall be non-exclusive as to any such non-core matters);

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

(d) resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan or any contract, instrument, release, or other agreement or document that is executed or created pursuant to the Plan, or any entity's rights arising from, or obligations incurred in connection with, the Plan or such documents;

(e) modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or modify the Confirmation Order, or any contract, instrument, release, or

other agreement or document created in connection with the Plan or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

(f) hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under sections 330, 331, 503(b), and 1129(a)(4) of the Bankruptcy Code; *provided*, *however*, that from and after the Effective Date the payment of fees and expenses by the Debtor or the Plan Administrator, including professional fees, shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

(g) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation, implementation, or enforcement of the Plan or the Confirmation Order;

(h) adjudicate controversies arising out of the administration of the Estate or the implementation of the Plan;

(i) resolve any cases, controversies, suits, or disputes that may arise in connection with Claims, including without limitation, the Bar Date, related notice, claim objections, allowance, disallowance, estimation, and Distribution;

(j) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked, or vacated, or Distributions pursuant to the Plan are enjoined or stayed;

(k) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, the Plan Supplement, the Transition Services Agreement, the Plan Administrator Agreement, or any contract, instrument, release, or other agreement or document created in connection with the foregoing;

(l) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Case;

(m) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code; and

(n) enter an order closing the Chapter 11 Case.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

12.1 ***Payment of Statutory Fees***. All U.S. Trustee Fees payable after the Effective Date, if any, shall be paid by the Plan Administrator until the earlier of the conversion or dismissal of the Chapter 11 Case under section 1112 of the Bankruptcy Code or the closing of the Chapter 11 Case pursuant to section 350(a) of the Bankruptcy Code. The Plan Administrator shall file and

serve on the U.S. Trustee quarterly reports of the disbursements made, within fifteen (15) days after the conclusion of each such period, until the Chapter 11 Case is converted, dismissed, or closed by entry of a final decree. Any such reports shall be prepared consistent with (both in terms and format) of the applicable Bankruptcy Court and U.S. Trustee Guidelines.

12.2 ***Dissolution of the Creditors' Committee***. On the Effective Date, the Creditors' Committee shall be dissolved and the members of the Creditors' Committee, and professionals retained by the Creditors' Committee in accordance with section 1103 of the Bankruptcy Code, shall be deemed released from their respective fiduciary obligations, duties, and responsibilities arising from or related to the Chapter 11 Case, except with respect to: (i) prosecuting applications for Professionals' compensation and reimbursement of expenses incurred as a member of the Creditors' Committee; (ii) asserting, disputing, and participating in the resolution of Professional Fee Claims; and (iii) defending any appeal of the Confirmation Order or any request for reconsideration thereof, in either case prior to entry of a Final Order or Final Orders approving all Professional final fee applications in accordance with Section 2.3 of the Plan. Upon the conclusion of (i) through (iii) above, the Creditors' Committee shall be immediately dissolved and released.

12.3 ***Termination of Independent Directors' Authority.*** On the Effective Date, to the extent not previously terminated, each of the Independent Directors shall be deemed released from their respective fiduciary obligations, duties, and responsibilities arising from or related to the Chapter 11 Case, except with respect to defending any appeal of the Confirmation Order or any request for reconsideration thereof, in either case prior to entry of a Final Order. Upon the conclusion of any such appeal, the Creditors' Committee shall be immediately dissolved and released.

12.4 ***Termination of Examiner's Authority.*** On the Effective Date, to the extent not previously terminated, the Examiner shall be terminated and relieved of all rights, privileges and authority and the Examiner shall be deemed released from her fiduciary obligations, duties, and responsibilities arising from or related to the Chapter 11 Case, except with respect to: (i) prosecuting applications for Professionals' compensation; (ii) asserting, disputing, and participating in the resolution of Professional Fee Claims; and (iii) defending any appeal of the Confirmation Order or any request for reconsideration thereof, in either case prior to entry of a Final Order or Final Orders approving all Professional final fee applications in accordance with Section 2.3 of the Plan. Upon the conclusion of (i) through (iii) above, the Examiner shall be immediately terminated and released.

12.5 ***Amendment or Modification of the Plan***. Subject to section 1127 of the Bankruptcy Code and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtor reserves the right to alter, amend, or modify the Plan or any Plan Supplement at any time prior to or after the Confirmation Date but prior to the substantial consummation of the Plan. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim of such Holder.

12.6 ***Substantial Consummation***. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

12.7 ***Severability of Plan Provisions***. If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court, at the request of the Debtor, to be invalid, void, or unenforceable, the Bankruptcy Court 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 in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.8 ***Revocation, Withdrawal, or Non-Consummation***. The Debtor reserves the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file other Chapter 11 plans. If the Debtor revokes or withdraws the Plan, or if Confirmation or consummation of the Plan 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 any Claim or Class of Claims), assumption or rejection of Executory Contracts effected by the Plan, 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 by or against, or any Interests in, the Debtor or any other Person, (ii) prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor, or (iii) constitute an admission of any sort by the Debtor or any other Person.

12.9 ***Governing Law***. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an Exhibit or Plan Supplement document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of law thereof.

12.10 ***Time***. In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.11 ***Notice of Effective Date.*** On or before five (5) Business Days after the Effective Date, the Debtor shall mail or cause to be mailed to all Holders of Claims a notice that informs such Entities of (a) the Confirmation of the Plan and occurrence of the Effective Date and (b) such other matters as the Debtor deems appropriate or as may be ordered by the Bankruptcy Court.

12.12 ***Immediate Binding Effect***. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtor, the Holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns, including the Plan Administrator. The Debtor will request that the Confirmation Order include a finding by the Bankruptcy Court that,

notwithstanding Bankruptcy Rule 3020(e), the Confirmation Order shall take effect immediately upon its entry.

12.13 ***Entire Agreement***. On the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

12.14 ***Notice***. All notices, requests, and demands to or upon the Debtor to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile or other electronic transmission, when received and telephonically confirmed, addressed as follows:

MANATT, PHELPS, AND PHILLIPS LLP
7 Times Square
New York, NY 10036
(212) 790-4521
Attn: Schuyler G. Carroll, Russell E. Potter, Thomas A. Whittington
Email: scarroll@manatt.com, rpotter@manatt.com, twhittington@manatt.com

*Attorneys for the Debtor*

## ARTICLE XIII

## CONFIRMATION REQUEST

The Debtor requests Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

Dated: September 2, 2025
New York, New York

**MANATT, PHELPS & PHILLIPS, LLP**

By: _____

Schuyler G. Carroll
Russell E. Potter (Admitted *pro hac vice*)
Thomas A. Whittington (Admitted *pro hac vice*)
7 Times Square
New York, NY 10036
Tel: (212) 790-4500
scarroll@manatt.com
rpotter@manatt.com
twhittington@manatt.com

*Attorneys for the Debtor*

**Exhibit A**

**To be Provided**

**Exhibit B**

**To be Provided**