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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

MERIT STREET MEDIA, INC.,¹

Debtor.

Chapter 11

Case No. 25-80156 (SWE)

**DISCLOSURE STATEMENT
FOR THE CHAPTER 11 PLAN
OF MERIT STREET MEDIA, INC.**

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THE BANKRUPTCY COURT APPROVES A DISCLOSURE STATEMENT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL, BUT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT.

Merit Street Media, Inc. ("Merit") as debtor-in-possession in the above-captioned chapter 11 case (the "Debtor" or the "Company") is providing you with the information in this *Disclosure Statement for Debtor's Chapter 11 Plan of Merit Street Media, Inc.* (as may be further amended, modified, altered, revised or supplemented from time to time, this "Disclosure Statement") because you are a creditor whose rights are governed by the Debtor's *Chapter 11 Plan of Merit Street Media, Inc.* [Docket No. 412] (as may be further

¹ The last four digits of the Debtor's federal tax identification number are 8990. The Debtor's mailing address is 5501 Alliance Gateway Fwy, Fort Worth, TX 76177.

amended, modified, altered, revised or supplemented from time to time, the “Plan”) or are otherwise a party in interest in the Debtor’s chapter 11 case (the “Chapter 11 Case”). Nothing in this Disclosure Statement may be relied upon or used by any Person for any other purpose.

The consummation and effectiveness of the Plan are subject to certain material conditions precedent described herein and set forth in Article IX of the Plan. There is no assurance that the United States Bankruptcy Court for the Northern District of Texas (the “Court”) will confirm the Plan or, if the Court does confirm the Plan, that the conditions necessary for the Plan to become effective will be satisfied or otherwise waived.

The Special Committee of the Board of Directors of the Debtor approved the transactions contemplated by the Plan and described in this Disclosure Statement. The Debtor asserts that the compromises contemplated under the Plan are fair and equitable, maximize the value of the Estate² and provide the best recovery to Holders of Claims or Interests.

RECOMMENDATION BY THE DEBTOR

THE DEBTOR’S SPECIAL COMMITTEE OF THE BOARD OF DIRECTORS HAS APPROVED THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT. THE DEBTOR STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE PLAN BY RETURNING THEIR BALLOTS SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND BALLOTING AGENT BY NO LATER THAN OCTOBER 31, 2025, AT 4:00 P.M. (PREVAILING CENTRAL TIME) PURSUANT TO THE INSTRUCTIONS SET FORTH HEREIN AND ON THE BALLOT.

THE DEBTOR IS PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS OR INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE *CHAPTER 11 PLAN OF MERIT STREET MEDIA, INC.* NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR THAT OR ANY OTHER PURPOSE.

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THE DEBTOR URGES EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Debtor’s Motion for Entry of an Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Forms of Ballots and Notices in Connection with Confirmation of the Plan and Final Approval of the Disclosure Statement, (III) Scheduling Certain Dates with Respect Thereto, and (IV) Granting Related Relief filed contemporaneously herewith.

PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTOR RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTOR'S BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTOR'S BUSINESSES. WHILE THE DEBTOR BELIEVES THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTOR AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTOR'S BUSINESSES AND ITS FUTURE RESULTS AND OPERATIONS. THE DEBTOR EXPRESSLY CAUTIONS READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTOR OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTOR IS MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTOR MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTOR HAS NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIMS ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS OR INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTOR RESERVES THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

THE DEBTOR HAS NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTOR HAS NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTOR OR THE

VALUE OF ITS PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS OR INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, WHO VOTE TO REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN.

THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THE PLAN AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE SUBMITTING YOUR BALLOT TO VOTE ON THE PLAN.

THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DEBTOR HAS SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT; HOWEVER, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT BEEN, AND WILL NOT BE, AUDITED OR REVIEWED BY THE DEBTOR'S INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE HEREIN.

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EXHIBITS

Exhibit A *Chapter 11 Plan of Merit Street Media, Inc.*

Exhibit B Debtor's Corporate Structure Chart

Exhibit C Liquidation Analysis

I. QUESTIONS AND ANSWERS REGARDING THE DISCLOSURE STATEMENT AND THE PLAN.

A. What is chapter 11?

Chapter 11 is the principal business restructuring chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that a debtor may continue to operate its business and remain in possession of its property as a “debtor in possession.”

Consummating a chapter 11 plan is the principal objective of a chapter 11 case. A bankruptcy court’s confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor’s liabilities in accordance with the terms of the confirmed plan.

B. Why is the Debtor sending me this Disclosure Statement?

The Debtor is seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all holders of claims whose votes on the Plan are being solicited. This Disclosure Statement is being submitted in accordance with these requirements.

C. Am I entitled to vote on the Plan?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold and whether you held that Claim or Interest as of the Voting Record Date (*i.e.*, as of September 29, 2025). Each category of holders of Claims and Interests, pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, is referred to as a “Class.” Each Class’s respective voting status is set forth in Article III of the Plan and Article VI of this Disclosure Statement.

Except as otherwise provided in the Plan, nothing in the Plan shall affect the Debtor’s or Plan Administrator’s rights regarding any Unimpaired Claims, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. The Plan describes certain Transactions that the Debtor may take. What are those Transactions and when will the Debtor know which Transaction to pursue?

On July 5, 2025, the Debtor filed the motion seeking Court approval for the *Debtor's Motion for Entry of an Order (I)(A) Approving Bidding Procedures and the Form and Manner of Notice Thereof, (B) Authorizing the Selection of a Stalking Horse Bidder, (C) Establishing Bid Deadlines and Scheduling Auction and Sale Hearing, and (D) Establishing Certain Assumption and Assignment Procedures and Approving the Manner of Notice Thereof; (II)(A) Authorizing the Sale of the Assets Free and Clear of All Encumbrances, and (B) Approving the Assumption and Assignment of the Assumed Contracts; and (III) Granting Related Relief* [Docket No. 44] (the "Bid Procedures Motion") to solicit interest in a sale of, among other things, the Media Assets and the Litigation Assets.

The Plan provides for (i) the consummation of the Media Sale pursuant to the Bid Procedures Order and (ii) a toggle between (A) consummation of the Litigation Sale or (B) if the Debtor decides in its business judgment (after consultation with the Creditors' Committee) that consummating the Litigation Sale is not in the best interest of creditors and the estate, a contribution of the Litigation Trust Causes of Action to the Litigation Trust. These Transactions are described in Article VII.B of this Disclosure Statement.

Under the timeline proposed in the Bid Procedures Motion, and if approved by the Court, the Debtor anticipates that it (i) will receive any bids by October 17, 2025, at 4:00 p.m. prevailing Central Time, (ii) file a notice of the successful bidder with respect to the Media Sale (or otherwise announce the results of the Auction), and (iii) elect whether to proceed with the Litigation Sale or the Litigation Trust Transaction by October 24, 2025.

E. What will I receive from the Debtor if the Plan is consummated?

A summary of the anticipated recovery to holders of Claims or Interests under the Plan is set forth in Article II.D of this Disclosure Statement. Any estimates of Claims or Interests in this Disclosure Statement may vary from the final amounts allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtor to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN ARTICLE II.D HEREIN ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTOR'S CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.³

³ The recoveries set forth herein may change based upon changes in the number of Claims that are "Allowed" as well as other factors, including which of the Transactions that the Debtor ultimately pursues.

F. What will I receive from the Debtor if I hold an Allowed Administrative Claim, DIP Claim, or a Priority Tax Claim?

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Professional Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

A description of these Claims and their treatment is included in Article III of the Plan and Article VI of this Disclosure Statement.

G. Are any regulatory approvals required to consummate the Plan?

At this time, the Debtor is evaluating which, if any, regulatory approvals are required to consummate the Plan. To the extent any such regulatory approvals or other authorizations, consents, rulings, or documents are necessary to implement and effectuate the Plan, however, it is a condition precedent to the Effective Date that they be obtained.

H. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance as to what precisely will happen. It is possible that any alternative may provide holders of Claims with less than they would have received pursuant to the Plan. For a more detailed description of potential consequences of extended Chapter 11 Case, or of a liquidation scenario under chapter 7 of the Bankruptcy Code, see the Liquidation Analysis attached hereto as **Exhibit C**.

I. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by “Confirmation,” “Effective Date,” and “Consummation”?

“Confirmation” of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to holders of Allowed Claims will only be made on the date the Plan becomes effective—the “Effective Date”—or as soon as reasonably practicable thereafter, as specified in the Plan. “Consummation” of the Plan refers to the occurrence of the Effective Date. See Article XII of this Disclosure Statement, entitled “Conditions Precedent to the Effective Date,” for a discussion of conditions precedent to Consummation of the Plan.

J. What are the sources of Cash and other consideration required to fund the Plan?

Except as otherwise provided in the Plan or the Confirmation Order, and subject to the provisions of the Plan concerning the Professional Claim Reserve Account and the Wind-Down Budget, the Debtor or Litigation Trustee, as applicable, shall fund Plan Distributions with (i) Available Cash; (ii) the GUC Recovery Pool; and (iii) if the Debtor pursues the Litigation Trust Transaction, the Litigation Trust Proceeds.

K. What is a Litigation Trust?

If the Debtor decides in its business judgment (after consultation with the Creditors' Committee) that consummating the Litigation Sale is not in the best interest of creditors and the estate, the Debtor shall, on the Effective Date, contribute the Litigation Trust Causes of Action to the Litigation Trust for the benefit of Holders of Allowed Non-Lender Unsecured Claims, on the terms and conditions set forth in Article IV.C of the Plan and the Litigation Trust Documents.

The Litigation Trust is further described in Article VII.C of this Disclosure Statement.

L. Will there be releases, exculpation, and injunction granted to parties in interest as part of the Plan?⁴

Yes, the Plan contains certain releases, exculpation, and injunctions, as set forth in Article VIII of the Plan and Article XI of this Disclosure Statement. At or prior to the Confirmation Hearing, the Debtor will present evidence at the Confirmation Hearing to demonstrate the basis for and propriety of the release and exculpation provision, including that the release, exculpation, and injunction provisions in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Fifth Circuit.

IMPORTANTLY, THE FOLLOWING PARTIES ARE INCLUDED IN THE DEFINITION OF "RELEASING PARTIES" AND WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, INDIVIDUALLY, AND COLLECTIVELY RELEASED AND DISCHARGED ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTOR AND THE RELEASED PARTIES: (A) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO ACCEPT OR REJECT THE PLAN AND WHO AFFIRMATIVELY ELECT TO OPT INTO THE RELEASES PROVIDED IN THE PLAN; (B) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ARE DEEMED TO ACCEPT OR DEEMED TO REJECT THE PLAN WHO AFFIRMATIVELY ELECT TO OPT INTO THE RELEASES PROVIDED IN THE PLAN; (C) ALL HOLDERS OF CLAIMS OR INTERESTS WHOSE VOTE TO ACCEPT OR REJECT THE PLAN IS SOLICITED BUT WHO DO NOT VOTE EITHER TO ACCEPT OR TO REJECT THE PLAN, BUT WHO AFFIRMATIVELY ELECT TO OPT INTO THE RELEASES PROVIDED IN THE PLAN. THE RELEASES ARE AN INTEGRAL ELEMENT OF THE PLAN.

M. When is the deadline to vote on the Plan?

The Voting Deadline is October 31, 2025, at 4:00 p.m. (prevailing Central Time).

N. How do I vote on the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballot distributed to holders of Claims that are entitled to vote on the Plan (the "Ballot"). For your vote to be counted, the Ballot containing your vote must be properly completed, executed, and delivered

⁴ Release provisions remain subject to ongoing review and modification, including as part of the Investigation.

as directed so that it is **actually received** by the Debtor's Claims and Balloting Agent **on or before the Voting Deadline of October 31, 2025, at 4:00 p.m. (prevailing Central Time).**

O. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Code to hold a hearing on Confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan. Further, before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all Holders of Claims whose votes on the Plan are being solicited.

The Debtors have requested that the Bankruptcy Court hold the Confirmation Hearing on **November 3, 2025** at 9:30 a.m. (prevailing Central Time). All parties in interest will be served notice of the time, date, and location of the Confirmation Hearing once scheduled. The Confirmation Hearing may be adjourned from time to time without further notice.

P. What is the purpose of the Confirmation Hearing?

The purpose of the Confirmation Hearing is to confirm a chapter 11 plan put forth by the Debtor. The confirmation of a plan by a bankruptcy court binds the debtor, any person acquiring property under a plan, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code.

Q. Who do I contact if I have additional questions with respect to the Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtor's Claims and Balloting Agent via one of the following methods:

By First-Class Mail

Merit Street Media, Inc.
Claims Processing Center
c/o Epiq Corporate Restructuring, LLC
P.O. Box 4420
Beaverton, OR 97076-4420

By regular mail, hand delivery, or overnight mail at:

Merit Street Media, Inc.
Claims Processing Center
c/o Epiq Corporate Restructuring, LLC
10300 SW Allen Blvd.
Beaverton, OR 97005

By electronic mail at:

MeritStreetInfo@epiqglobal.com

By telephone (toll-free) at:

(888) 873-6251 (Toll-Free) or +1 (503) 619-1674 (International)

Copies of the Plan, this Disclosure Statement, and any other publicly filed documents in the Chapter 11 Case are available upon written request to the Claims and Balloting Agent at the address above or by downloading the documents from the Debtor's restructuring website at <https://dm.epiq11.com/case/meritstreetmedia/info> (free of charge) or via PACER at <https://www.pacer.gov> (for a fee) upon filing.

R. Does the Debtor recommend voting in favor of the Plan?

Yes. The Debtor believes that the Plan is in the best interest of the Debtor's stakeholders and provides for a larger distribution to Holders of Allowed Claims than would otherwise result from any other available alternative

S. Who supports the Plan?

The Plan is supported by the Debtor, the DIP Lender, the Prepetition Bridge Lender, and the Creditors' Committee.

II. OVERVIEW OF THE PLAN.

RECOMMENDATION BY THE DEBTOR

It is the Debtor's opinion that confirmation and implementation of the Plan is in the best interests of the Debtor's Estate and its creditors. Therefore, the Debtor recommends that all creditors whose votes are being solicited submit a ballot to **accept** the Plan.

A. Introduction.

The following is a brief overview of certain material provisions of the Plan, which is attached hereto as **Exhibit A**, and the exhibits thereto, as amended from time to time. In the event that inconsistency or conflict exists between the Disclosure Statement and the Plan, the terms of the Plan will control. Confirmation of the Plan and the occurrence of the Effective Date are subject to certain conditions, which are summarized in Article XII of this Disclosure Statement. There is no assurance that these conditions will be satisfied or waived.

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the applicable requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirming of a chapter 11 plan are that the plan: (i) be accepted by the requisite holders of claims or interest in impaired classes under the plan; (ii) be in the "best interests" of each holder of a claim or interest in each impaired class under the plan; (iii) be feasible; and (iv) comply with the applicable provisions of the Bankruptcy Code.

A special committee (the "Special Committee") of the Debtor's Board of Directors has concluded to pursue the Transactions detailed in the Plan. The Debtor may seek Confirmation of a modified Plan without resoliciting votes on such modified Plan in accordance with Bankruptcy

Rule 3019 so long as the Plan, as modified, does not “adversely change” the treatment of any Claim or Interest relative to the treatment for such Claim or Interest contemplated under the Plan. In such a case, votes to accept the Plan shall be deemed to constitute votes to accept the modified Plan.

B. The Plan.

On July 2, 2025 (the “Petition Date”), the Debtor filed for Bankruptcy Court protection. The Debtor has been authorized to continue to operate its businesses as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtor intends to consummate the sale of its Media Assets, and to either consummate the Litigation Sale Transaction or, if the Debtor decides in its business judgment (after consultation with the Creditors’ Committee) that consummating the Litigation Sale is not in the best interest of creditors and the estate, the Litigation Trust Transaction.

A chapter 11 bankruptcy case permits a debtor to resolve its affairs and distribute the proceeds of its estate pursuant to a confirmed chapter 11 plan. To that end, the Debtor has filed the Plan, the terms of which are more fully described herein, contemporaneously with the filing of this Disclosure Statement. The primary objective of the Plan is to maximize the value of recoveries to holders of Allowed Claims and to distribute all property of the Debtor’s Estate that is or becomes available for distribution in accordance with the Bankruptcy Code and Plan. The Debtor asserts that the Plan accomplishes this objective and is in the best interests of its Estate, and therefore seek to confirm the Plan. The Plan classifies holders of Claims or Interests according to the type and nature of the holder’s Claim or Interest, as more fully described below.

The Plan designates the Classes of Claims against, and Interests in, the Debtor and specifies which Classes are: (1) Impaired or Unimpaired by the Plan; (2) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; or (3) deemed to accept or reject the Plan. Claims against the Debtor and Interests in the Debtor are classified in ten (10) separate Classes, as described herein.

THE DEBTOR URGES ALL HOLDERS ENTITLED TO VOTE THEREON, *I.E.*, THOSE IN CLASSES 4, 5, 6, 7, AND 8, TO VOTE TO ACCEPT THE PLAN.

C. The Adequacy of This Disclosure Statement.

Before soliciting acceptances of a proposed chapter 11 plan, section 1125 of the Bankruptcy Code requires a plan proponent to prepare a written disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the plan. The Debtor is providing this Disclosure Statement in accordance with those requirements. This Disclosure Statement includes, without limitation, information about:

- the Plan, including a summary, the procedures for voting on the Plan and projected recoveries thereunder (Article II hereof);
- the statutory requirements for confirming the Plan (Article II.F hereof);

- the Debtor's organizational structure, business operations, and financial obligations (Article III hereof);
- the events leading to the filing of the Debtor's Chapter 11 Case (Article IV hereof);
- the major events during the Chapter 11 Case, including significant pleadings filed in the Debtor's Chapter 11 Case (Article V hereof);
- certain risk factors that holders of Claims should consider before voting to accept or reject the Plan (Article XVII hereof);
- the classification and treatment of Claims or Interests under the Plan, including identification of holders of Claims entitled to vote on the Plan (Article VI hereof);
- the means for implementation of the Plan, the provisions governing distributions to certain holders of Claims pursuant to the Plan, the procedures for resolving Disputed Claims and other significant aspects of the Plan (Article VII hereof); and
- the releases contemplated by the Plan that are integral to the overall settlement of Claims pursuant to the Plan (Article XI hereof); and
- the federal tax consequences of the Transactions contemplated in the Plan and the potential federal, state, local or foreign tax consequences to the Debtor and Holders of Claims and Interests (Article XVI hereof).

D. Summary of Classes and Treatments of Claims or Interests.

The classification of Claims or Interests, the estimated aggregate amount of Claims in each Class and the amount and nature of distributions to holders of Claims or Interests in each Class are summarized in the table below. In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, General Administrative Expense Claims, Professional Claims, and Priority Tax Claims have not been classified. For a discussion of certain additional matters related to the DIP Claims, General Administrative Expense Claims, Professional Claims, and Priority Tax Claims, see Article II of the Plan.

The following table provides a summary of the classification and treatment of Claims and Interests under the Plan and is qualified in its entirety by reference to the Plan. The Debtor and its advisors continue to review the Claims Register and the estimated Allowed amounts for Claims is subject to adjustment. For a discussion of various risk factors that could materially affect the amount of assets to be distributed pursuant to the Plan, see Article XVII of this Disclosure Statement.

SUMMARY OF ESTIMATED RECOVERIES				
Class	Claims and Interests	Treatment & Voting Rights	Projected Allowed Amount of Claims or Interests	Estimated % Recovery Under Plan
Class 1	Other Secured Claims	Unimpaired - Not Entitled to Vote (Deemed to Accept)	\$0.00	100%
Class 2	Other Priority Claims	Unimpaired - Not Entitled to Vote (Deemed to Accept)	\$100,000 ⁵	100%
Class 3	Prepetition Bridge Loan Claims	Impaired - Not Entitled to Vote (Deemed to Reject)	\$7,716,636	0% ⁶
Class 4	Unsecured Notes Claims	Impaired - Entitled to Vote	\$30,612,098	10%–TBD ⁷
Class 5	Trinity Claims	Impaired - Entitled to Vote	\$0.00 ⁸	10%–TBD
Class 6	Contract Litigation Claims	Impaired - Entitled to Vote	\$80,000,000 ⁹	10%–TBD
Class 7	General Unsecured Claims	Impaired - Entitled to Vote	\$91,746,689	10%–TBD
Class 8	Convenience Claims	Impaired - Entitled to Vote	\$1,361,040	50%
Class 9	Section 510(b) Claims	Impaired - Not Entitled to Vote (Deemed to Reject)	\$0.00	0%
Class 10	Existing Equity Interests	Impaired - Not Entitled to Vote (Deemed to Reject)	N/A	N/A

⁵ Although the Debtor has scheduled or received Other Priority Claims of approximately \$1.5 million, the Debtor estimates that it has paid approximately \$1.4 million of such Claims, leaving approximately \$100,000 remaining.

⁶ The Prepetition Bridge Lender has agreed to waive any recovery on account of its Prepetition Bridge Loan Claims.

⁷ Recoveries to Holders of Claims in Classes 4–8 will be at least 10%, pursuant to the Global Settlement. However, any additional recovery is dependent on the recoveries anticipated to flow from either (i) the sale of the Litigation Assets or (ii) the Litigation Trust Transaction and the proceeds of litigation pursued by the Litigation Trust.

⁸ The Debtor believes that Trinity's claims are disputed and will be disallowed and/or recharacterized on several grounds, including for the reasons set forth in the *Adversary Complaint for Declaratory and Monetary Relief*, Dkt. No. 1, Adv. Proc. No. 25-08006 (SWE) and otherwise.

E. Solicitation Package.

The package of materials (the “Solicitation Package”) to be sent to holders of Claims entitled to vote on the Plan will contain:

- the Disclosure Statement (including the Plan and all other exhibits hereto);
- the Confirmation Hearing Notice;
- the appropriate Ballot, together with detailed voting instructions;
- a return envelope; and
- any additional documents that the Court has ordered to be made available.

The Solicitation Package may also be obtained free of charge from Epiq Corporate Restructuring LLC, the Debtor’s Bankruptcy Court-appointed claims and noticing agent (the “Claims and Balloting Agent”) by: (1) visiting <https://dm.epiq11.com/case/meritstreetmedia/dockets>; (2) emailing the Claims and Balloting Agent at MeritStreetInfo@epiqglobal.com; or (3) calling (888) 873-6251 (Toll Free) or +1 (503) 619-1674 (International).

F. Voting and Confirmation of the Plan.

Section 1129(a) of the Bankruptcy Code requires a bankruptcy court, after notice, to hold a hearing on confirmation of a chapter 11 plan.

1. Certain Factors to be Considered Prior to Voting.

There are a variety of factors that all holders of Claims entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan, including:

- the Court may grant the relief requested in the Motion to Dismiss or the PBR Joinder and (i) dismiss this Chapter 11 Case, (ii) appoint a chapter 11 trustee, or (iii) convert this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code;
- the financial information contained in this Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and this Disclosure Statement;
- although the Debtor asserts that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtor can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan; and

⁹ The Holder of Contract Litigation Claims has alleged a claim amount of \$181,427,483 in its Proof of Claim. The Contract Litigation Claims are disputed and unliquidated. The Debtor reserves its rights to reduce this projected amount subject to a review of the relevant Proof of Claim.

- any delays of either Confirmation or Consummation could result in, among other things, increased General Administrative Expense Claims or Professional Claims, which would likely reduce the recoveries to the holders of Claims.

2. Voting Procedures and Requirements.

Pursuant to the Bankruptcy Code, only classes of Claims against or Interests in a debtor that are “impaired” under the terms of a chapter 11 plan are entitled to vote to accept or reject a plan. A class is “impaired” if the legal, equitable or contractual rights attaching to the claims or interests of that class are modified, other than by curing defaults and reinstating maturity. Classes of Claims or Interests that are not impaired are not entitled to vote on the Plan and are conclusively presumed to have accepted the Plan. In addition, Classes of Claims or Interests that do not receive distributions under the Plan are not entitled to vote on the Plan and are deemed to have rejected the Plan. The classification of Claims or Interests is summarized, together with an indication of whether each Class of Claims or Interests is impaired or unimpaired, in Article VI of the Disclosure Statement. September 29, 2025, shall serve as the voting record date (the “Voting Record Date”). The Voting Record Date shall be used for the purpose of determining which Holders of Filed or scheduled Claims in Classes 4, 5, 6, 7, and 8 are entitled to receive a Solicitation Package.

Voting on the Plan by each Holder of a Claim in a Voting Class is important. Please carefully follow all of the instructions contained on the Ballot(s) provided to you. All Ballots must be completed and returned in accordance with the instructions provided. To be counted, your ballot or ballots must be received by 4:00 p.m., prevailing Central Time, on October 31, 2025 (the “Voting Deadline”) at the address set forth on the preaddressed envelope provided to you or otherwise through the E-Ballot Portal.

If you are entitled to vote and you did not receive a Ballot, received a damaged Ballot or lost your Ballot, please call or email the Debtor’s Claims and Balloting Agent, at (888) 873-6251 (Toll Free) or +1 (503) 619-1674 (International).

Ballots cannot be transmitted orally, by email or by facsimile. Accordingly, you are urged to return your signed and completed Ballot, by hand delivery, overnight service, regular U.S. mail, or electronically via the Claims and Balloting Agent’s E-Ballot Portal so that it is received by the Claims and Balloting Agent before the Voting Deadline.

3. Plan Objection Deadline.

The deadline to file objections to the Confirmation of the Plan (the “Confirmation Objections”) is October 31, 2025, at 4:00 p.m. (prevailing Central Time) (the “Plan Objection Deadline”). All Confirmation Objections must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) upon the following: (i) the Debtor; (ii) the counsel to the Debtor; (iii) the U.S. Trustee; (iv) the counsel to the Creditors’ Committee and (v) the counsel to the DIP Lender and Prepetition Bridge Lender so to be actually received on or before the Plan Objection Deadline.

4. Confirmation Hearing.

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of the Plan. This Confirmation Hearing may, however, be continued or adjourned from time to time without further notice to parties in interest other than an adjournment announced in open court or a notice of adjournment Filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules. Subject to section 1127 of the Bankruptcy Code, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

5. Confirmation.

To confirm the Plan, the Bankruptcy Code requires that the Bankruptcy Court make a series of findings concerning the Plan and the Debtor, including that:¹⁰

- the Plan has classified Claims and Interests in a permissible manner;
- the Plan complies with the applicable provisions of the Bankruptcy Code;
- the Debtor has complied with the applicable provisions of the Bankruptcy Code;
- the Debtor, as proponents of the Plan, have proposed the Plan in good faith and not by any means forbidden by law;
- the disclosure required by section 1125 of the Bankruptcy Code has been made;
- the Plan has been accepted by the requisite votes by Holders of Claims and Interests that are entitled to vote, except to the extent that cramdown is available under section 1129(b) of the Bankruptcy Code;
- the Plan is feasible;
- all fees of the U.S. Trustee due and owing have been paid or the Plan provides for the payment thereof on the Effective Date; and
- the Plan is in the “best interests” of all holders of Claims or Interests in an impaired Class by providing to those holders on account of their Claims or Interests property of a value, as of the Effective Date, that is not less than the amount that each holder would receive or retain in a chapter 7 liquidation, unless each holder of a Claim or Interest in that Class has accepted the Plan.

6. Acceptance.

¹⁰ The descriptions contained herein are only a summary of certain confirmation requirements; they are not exhaustive of all confirmation requirements and should not be construed as such.

A Plan is accepted by an impaired class of Claims if holders of at least two thirds in dollar amount and a majority in number of Claims of that Class vote to accept the Plan. Only those holders of Claims who actually vote (and are entitled to vote) to accept or to reject a Plan will count in this tabulation.

7. Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor (unless liquidation or reorganization is proposed in the Plan). Because the Plan proposes a liquidation of all of the Debtor's assets, for purposes of this test the Debtor has analyzed the ability of the Plan Administrator to meet its obligations under the Plan. Based on the Debtor's analysis, including the information contained in Exhibit C regarding recoveries available to holders of Allowed Claims under the Plan, the Plan Administrator will have sufficient assets to accomplish its tasks under the Plan. Therefore, the Debtor has determined that its liquidation pursuant to the Plan will meet the feasibility requirements of the Bankruptcy Code.

8. Best Interests Test; Liquidation Analysis.

Notwithstanding acceptance of the Plan by each impaired Class, to confirm the Plan, the Bankruptcy Court must determine that the Plan is in the best interests of each holder of a Claim or Interest in any impaired Class who has not voted to accept the Plan. Accordingly, if an impaired Class does not unanimously accept the Plan, the "best interests" test requires that the Bankruptcy Court find that the Plan provides to each member of that impaired Class a recovery on account of the holder's Claim or Interest that has a value, as of the Effective Date, at least equal to the value of the distribution that the holder would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

To address the best interests test, the Debtor, in coordination with other estate professionals, has developed a Liquidation Analysis. A copy of the Liquidation Analysis can be found attached as Exhibit C. The Debtor asserts that the distributions to all Classes of Claims and Interests under the Plan are not less than the amount that Holders in such Classes are likely to receive if the Debtor were liquidated under chapter 7.

9. Compliance with Applicable Provisions of the Bankruptcy Code.

Section 1129(a)(1) of the Bankruptcy Code requires that the Plan comply with the applicable provisions of the Bankruptcy Code. The Debtor considered each of these issues in the development of the Plan and determined that the Plan complies with all provisions of the Bankruptcy Code.

10. Alternatives to Confirmation and Consummation of the Plan.

The Debtor believes that the Plan represents the best path towards maximizing value for the Debtor's stakeholders by providing a process for the Debtor to effectuate any and all opportunities that maximizes recoveries by Holders of Allowed Claims. If no plan under chapter 11 of the Bankruptcy Code can be confirmed, the Chapter 11 Case may be converted to a chapter

7 case. In a liquidation case under chapter 7 of the Bankruptcy Code, a trustee would be appointed to liquidate the remaining assets of the Debtor and distribute proceeds to creditors. The proceeds of the liquidation would be distributed to the respective creditors of the Debtor in accordance with the priorities established by the Bankruptcy Code. The Debtor has determined that Confirmation and Consummation of the Plan is preferable to the available alternatives.

G. Purpose of the Disclosure Statement and Notice to Creditors.

The Debtor submits this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code in connection with: (i) the distribution of materials related to the Plan, and (ii) the Confirmation Hearing.

Section 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement that contains information of a kind, and in sufficient detail, to permit a hypothetical reasonable investor to make an informed judgment regarding acceptance of a proposed chapter 11 plan of reorganization before soliciting acceptances of such proposed plan. The Debtor provides this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code to certain Holders of Claims because the Debtor is asking such Holders of Claims to accept the Plan. This Disclosure Statement sets forth certain information regarding (i) the Debtor's prepetition operating and financial history; (ii) Debtor's need to file for relief under chapter 11 of the Bankruptcy Code; (iii) the terms of the Plan; (iv) the manner in which distributions will be made under the Plan; (v) certain effects of Confirmation of the Plan; (vi) certain risk factors associated with the Plan; and (vii) the Confirmation process. The Debtor believes that the Confirmation and implementation of the Plan is in the best interest of the Debtor's Estate, Creditors and all other interested parties.

This Disclosure Statement is subject to the Court's approval, as containing information of a kind, and in sufficient detail, adequate to enable a hypothetical, reasonable investor typical of each of the Classes to make an informed judgment with respect to the Plan. **THE COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A DETERMINATION WITH RESPECT TO THE MERITS OF THE PLAN. ALL CREDITORS ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND ITS EXHIBITS CAREFULLY AND IN THEIR ENTIRETY.**

The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. To the extent that the information provided in this Disclosure Statement and the Plan (including any Plan Supplement) conflict, the terms of the Plan (including any Plan Supplement) will control. Terms not otherwise specifically defined herein will have the meanings attributed to them in the Plan. Each definition in this Disclosure Statement and in the Plan includes both the singular and plural. Headings are for convenience of reference and shall not affect the meaning or interpretation of this Disclosure Statement.

H. Releases by the Debtor Set Forth in the Plan.

Article VIII of the Plan provides that each Released Party is deemed released by the Debtor and its Estate from any and all claims and Causes of Action except as set forth therein. The Debtor has determined that applicable law and the facts support those releases and that the Bankruptcy Court can and should approve them.

I. Amendments to the Plan.

The Debtor reserves the right to make non-substantive or immaterial changes to the Disclosure Statement, the Plan, the notice of the Confirmation Hearing, the Notice of Non-Voting Status, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other related materials before distribution.

III. THE DEBTOR'S CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW.

A. Corporate History.

As of January 10, 2023, Merit Street and TBN, a Christian media outlet, entered into an agreement, pursuant to that certain *Binding Letter of Intent* (the “Joint Venture Agreement”) through which Dr. Phil McGraw’s production company, Peteski Productions, Inc. (“Peteski”), and TBN would launch a new television network in 2024.¹¹ Under the Joint Venture Agreement, ownership of Merit Street would be allocated 70% to TBN, and 30% to Peteski.

Among other things, the Joint Venture Agreement obligated TBN to provide Merit Street—at no cost—with all of the distribution and production services necessary to launch and operate the new television network, which included (a) studio production staff members, (b) production facilities and all other infrastructure needed to deliver the network, (c) a license to all of TBN’s content, and (d) most importantly, a distribution network of local broadcast TV stations, national networks, cable, satellite, and FAST distribution footprint. In return, Peteski was responsible for delivering certain of Dr. Phil McGraw’s programming to air on the new network. The Joint Venture Agreement provided that Peteski would receive approximately \$50 million per year for 10 years for these services.

This division of responsibilities was designed to ensure that each party contributed its unique strengths to Merit Street, with Peteski focusing on content creation and TBN providing the infrastructure and operational support required to launch and sustain a successful commercial television network.

Following months of preparation, in November 2023, Peteski and TBN announced Merit Street’s launch. On April 2, 2024, MeritTV debuted to a record 100 million TV homes and connected devices. MeritTV was widely available for free over-the-air television and distributed to consumers via their subscriptions to cable and satellite companies as well as for free via FAST platforms.

Currently, Peteski owns 66.5% of Merit Street, TBN owns 28.5%, and SHG Partnership, LLC owns 5%. The Debtor’s current corporate structure chart is attached hereto as **Exhibit B**.

¹¹ In February 2023, TBN formed APG Ventures, Inc. as a Delaware corporation to serve as the “NewCo” referenced in the Formation Agreement. APG Ventures, Inc. changed its name to Merit Street Media, Inc. in March 2024. In February 2025, Merit Street re-incorporated in Texas.

B. Overview of the Debtor's Operations.

1. Overview of "Carriage"

In broadcasting, local stations may negotiate for "carriage" between cable, satellite, or other pay-TV providers to grant rights to carry their content or channels. In other words, for a network, such as MeritTV, to receive air time on television, it must negotiate "shelf space" with distributors such as local television stations or cable providers, national satellite companies, and national streaming services. This shelf space is lucrative and can be costly.

Here, TBN agreed to ensure that Merit Street received carriage at no cost to Merit Street. Specifically, pursuant to the Joint Venture Agreement, TBN committed, among other things, to provide Merit Street access to its vast nationwide audience via its own local television station inventory and those stations' must carry rights. TBN also unilaterally elected to pay for carriage to third-parties—both independently-owned local television stations and cable and satellite companies—where TBN did not have carriage itself, again at no cost to Merit Street. As described in further detail herein, TBN failed to uphold its responsibilities to provide carriage at no cost to Merit Street, and ultimately caused Merit Street to incur considerable carriage obligations. TBN caused Merit Street to execute agreements to air Merit Street's programming that have total obligations of approximately \$96 million.

2. Merit Street's Facilities

As part of the Joint Venture Agreement, TBN was required to provide Merit Street at no cost with unfettered use of a commercial production facility in Dallas-Fort Worth, including five acres of live TV, filmmaking, digital studios, as well as staffing and managing the majority of network operating functions (both infrastructure and personnel).

TBN provided its production facility to film Dr. Phil Primetime, Merit Street TV News, and other programming. However, TBN caused Merit Street to sign a five-year, multi-million dollar lease with TBN to use that production facility, contrary to the Joint Venture Agreement.

3. Employees

Of critical importance to Merit Street's success is its human capital—*i.e.*, the employees who bring a wealth of knowledge and experience to Merit Street's operations and allow the network to produce content 24/7. As of the Petition Date, Merit Street employed approximately 66 full-time salaried employees, but now employs five employees. Merit Street's employees include show hosts, production staff, maintenance, and many other critical personnel. In addition, as of the Petition Date, Merit Street supplemented its employee workforce with an additional estimated 30 independent contractors, and now relies upon three independent contractors. None of these groups is represented by a labor union.

4. PBR Rights Agreement

On May 3, 2024, Merit Street, and Professional Bull Riders, LLC ("PBR") entered into a four-year media rights agreement pursuant to the certain Media Rights Agreement (the "PBR Agreement") for the license by Merit Street to broadcast certain PBR programming.

Through the PBR Agreement, Merit Street aimed to (a) expand its viewership and revenue through PBR’s sports programming and (b) broaden its advertising potential. Nonetheless, PBR’s production and promotion lagged and PBR failed to perform its obligations under the PBR Agreement.

On October 2, 2024, PBR sent Merit Street a notice of breach of contract alleging that Merit Street failed to timely pay \$3.5 million in monthly rights fees installments. On November 2, 2024, PBR announced that it had terminated the PBR Agreement, citing Merit Street’s failure to pay the required installment fees. On November 2, 2024, PBR filed a claim against Merit Street for all fees owed, and on November 18, 2024, Merit Street counterclaimed against PBR for Fraud and Fraudulent Inducement, Fraud by Omission (Nondisclosure), Negligent Misrepresentation, Breach of Fiduciary Duty, Declaratory Judgment, and Breach of Contract, citing PBR’s failure to meet its obligations under the PBR Agreement (the “PBR Arbitration”).

5. Other Assets

Merit Street currently holds other assets, including the MeritTV+ phone application, customer data, broadcasting equipment, and TBN’s obligation to license all TBN content.

C. The Debtor’s Prepetition Capital Structure.

The Debtor’s prepetition capital structure is reflected below:

Pre-Petition Capital Structure of Merit Street Media, Inc. as of June 2, 2025			
Instrument	Principal Outstanding	Maturity	Lender / Counterparty
<i>I. Secured Obligations</i>			
Peteski Bridge Loan	\$7,716,636	Mar 2026	Peteski Productions, Inc.
<i>II. Unsecured Obligations</i>			
\$25MM Convertible Promissory Note ¹²	\$25,000,000	Sep 2026	TCT Ministries, Inc.
Peteski Convertible Note	\$11,407,166	Jan 2026	Peteski Productions, Inc.
Peteski Convertible Note	\$14,000,000	Jan 2026	Peteski Productions, Inc.
Ribman Trust Note	\$5,000,000	Jan 2026	Darcy Lynn Ribman 1997 Trust

¹² Subject to avoidance action regarding the security interest contained in such note and other defenses and claims.

Total	\$63,123,802
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1. Convertible Promissory Notes

a. CrossSeed Note

On September 9, 2024, the Debtor entered into that certain *Convertible Promissory Note*, dated September 9, 2024 (as amended, restated, supplemented, or otherwise modified from time to time), by and among the Debtor, as issuer, and CrossSeed, Inc. (“CrossSeed”), as noteholder thereto, which aggregate principal amount is currently approximately \$25 million (the “CrossSeed Convertible Note”). On March 5, 2025, CrossSeed assigned the CrossSeed Convertible Note to TCT Ministries, Inc (“TCT”). The CrossSeed Convertible Note is convertible to equity, at the option of the noteholder, at a fixed conversion price of \$425 million, which may be exercised only at the time of an equity raise of qualified financing. The CrossSeed Convertible Notes bear interest at a rate of 12% simple interest, payable on the maturity date of September 7, 2026.

The Debtor filed an *Adversary Complaint for Declaratory and Monetary Relief* (the “Adversary Complaint”) (Adversary No.: 25-08006-SWE) [Docket No. 1] against TBN and TCT asserting various claims against both parties. The Debtor alleges in the Adversary Complaint—among other things—that, because TCT did not file a financing statement until May 2025, the effective date of the purported transfer of security interest in the CrossSeed Convertible Note to TCT was the date that TCT perfected the CrossSeed Convertible Note—May 27, 2025 (the “Preference Claim Count”). As a result, because the transfer occurred within 90 days prior to the Petition Date, it constitutes an avoidable preference under 11 U.S.C. § 547(b).

b. Ribman Trust Note

On December 27, 2024, the Debtor entered into that certain *Convertible Promissory Note*, dated December 27, 2024 (as amended, restated, supplemented, or otherwise modified from time to time), by and among the Debtor, as issuer, and DARCY LYNN RIBMAN 1997 Trust (“Ribman”), as noteholder thereto, pursuant to which Ribman purchased approximately \$5.0 million of aggregate principal amount of convertible notes (the “Ribman Convertible Note”). The Ribman Convertible Note is unsecured. The Ribman Convertible Note bears a simple interest at a rate of 8% per annum, payable by the Debtor at any time on or after January 1, 2026 at the Debtor’s election or upon demand by the holder(s) of 75% of the aggregate principal amount of the Ribman Convertible Note.

c. Peteski Convertible Notes

On February 28, 2025, the Debtor entered into that certain *Convertible Promissory Note*, dated February 28, 2025 (as amended, restated, supplemented, or otherwise modified from time to time), by and among the Debtor, as issuer, and Peteski, as noteholder thereto, pursuant to which Peteski purchased approximately \$11,407,166 of aggregate principal amount of convertible notes (the “First Peteski Convertible Note”). The Debtor subsequently entered into that certain *Convertible Promissory Note*, dated June 1, 2025 (as amended, restated, supplemented, or otherwise modified from time to time), by and among the Debtor, as issuer, and Peteski, as

noteholder thereto, pursuant to which Peteski purchased approximately \$14.0 million of aggregate principal amount of convertible notes (the “Second Peteski Convertible Note” and together with the First Peteski Convertible Note, the “Peteski Convertible Notes”). The Peteski Convertible Notes convert to equity at the valuation of the next equity raise. The Peteski Convertible Notes are senior and unsecured. The Peteski Convertible Notes bear interest at a rate of 8% simple interest, payable on the maturity date of January 1, 2026.

d. Bridge Loan

On June 30, 2025, the Debtor entered into that certain *Loan and Security Agreement*, effective as of June 10, 2025¹³ (the “Bridge Agreement”) with Peteski, as lender. As stated in the *Notice of Revised Final Dip Order for the Secured Dip Facility*, as of the Petition Date, the Debtor owed \$7,716,636 pursuant to the Bridge Agreement (the “Bridge Loan”). The Bridge Loan is secured by a lien on substantially all of the Debtor’s assets, has an interest rate of 10% per annum, and a maturity date of the earlier of (a) March 30, 2026, and (b) the acceleration of obligations under the Bridge Agreement.

e. Trade and Related Debt

As of the Petition Date, the Debtor has trade and other related debt, consisting primarily of accounts payable to various trade creditors and service providers.

IV. EVENTS LEADING TO THIS CHAPTER 11 CASE.

As set forth in more detail below, Merit Street’s operational challenges, along with its ongoing litigation disputes with TBN and PBR, required it to engage advisors to explore strategic alternatives, negotiate DIP Financing (as defined below), and ultimately, to file this Chapter 11 Case, all in an effort to maximize the value of its assets for the benefit of its creditors and all parties in interest. Additionally, the Debtor is seeking to use the forum of Bankruptcy Court to resolve its pending litigation through one central forum and to avoid a proverbial “race to the courthouse” given the myriad asserted liabilities asserted against the Debtor.

A. Merit Street’s Declining Liquidity

From February 2025 through May 2025, Merit Street actively sought out potential equity investors. Throughout these negotiations, Merit Street was still required to meet its payroll obligations and distribution fees, as well as cover other operating expenses. On each occasion, Peteski provided the necessary funding, operating under the expectation that additional funding through an equity raise would soon be completed. During this period, Peteski advanced a total of approximately \$25 million to Merit Street.

Despite these significant debt infusions from Peteski, the harm caused by TBN and PBR ultimately rendered it impossible for Merit Street to close an equity round. Specifically, Merit Street tried to pursue interested potential investors as well as third-party financing. The ongoing

¹³ As described in the Bridge Agreement, on June 10, 2025, Peteski advanced a portion of the Bridge Loan to the Debtor in an amount equal to \$1,666,636.00. On June 24, 2025, and June 30, 2025, Peteski subsequently advanced \$1,300,000 and \$5,000,000, respectively, to the Debtor.

operational struggles, however, forced Merit Street's management to redirect its efforts towards ensuring the continued viability of the company. Given this unfortunate sequence of events, Merit Street soon realized that its liquidity situation was not sustainable on a long-term basis, particularly given the obvious challenges of receiving emergency out-of-court financing from Peteski for an unlimited period of time.

1. TBN Litigation

Almost immediately after Merit Street's formation in 2023, TBN began neglecting its contractual obligations.

a. Failure to Provide Carriage at No Cost to Merit Street

Per the Joint Venture Agreement, TBN was specifically responsible for ensuring broad carriage of Merit Street programming.

Instead, however, TBN caused Merit Street to enter into agreements with local television stations, cable, and national satellite providers to broadcast Merit Street's content—with total expenses during the life of those agreements of approximately \$96 million. Although TBN initially paid the distribution fees for several months under these agreements, it then ceased making the payments. Merit Street was thus forced to pay for the fees itself. Merit Street was unable to maintain its payment obligations under the distribution agreements negotiated by TBN, and has received numerous breach notices. This resulted in distributors discontinuing or threatening to discontinue Merit Street's broadcast signals, which has already resulted in millions of households losing access to Merit Street's programming, including *Dr. Phil Prime Time*.

b. Failure to Provide Commercial Production Facility and Advertising at No Cost to Merit Street

Throughout negotiations, TBN represented that it would leverage its substantial financial resources and deep expertise in television production and distribution to launch a major new television network, Merit Street TV, anchored by a new nighttime show, *Dr. Phil Primetime*. TBN stated it was already building a facility in Fort Worth, Texas, where Merit Street's programming would be produced in a state of the art facility, at no cost to Merit Street. Relying on these representations, and on TBN's promise in the Joint Venture Agreement that the production services provided to Merit Street would meet or exceed the "existing quality and standards of the Dr. Phil programming," the parties signed the Joint Venture Agreement. To Merit Street's surprise, the facility provided by TBN was far from state of the art. For example, TBN delivered defective facilities with nonfunctional screens, teleprompters, and control rooms as well as subpar or ineffective software. Additionally, TBN also caused Merit Street to sign a five-year, multi-million-dollar studio lease with TBN to produce Dr. Phil McGraw's shows, even though TBN was responsible under the Joint Venture Agreement for paying for those studio production expenses.

TBN also failed to deliver the promised advertising sales infrastructure, including traffic, planning, and pricing systems, and TBN did not create an actual advertising sales team to monetize the value created by Dr. Phil McGraw and his entertainment colleagues, including Steve Harvey,

Bear Grills, and Nancy Grace. Simply put, TBN could not meet the needs and demands to produce commercial broadcasting.

As a result, Peteski was forced to fund or provide marketing, distribution, and advertising infrastructure to limit disruption of Merit Street's operations.

c. TBN's Failure to Make Payments to Peteski

Pursuant to the Joint Venture Agreement, TBN was required to make certain quarterly payments to Peteski of \$5.0 million during the first full year of the partnership.

In July 2024, TBN failed to make a \$5.0 million payment to Peteski as required under the Joint Venture Agreement and notified Peteski that it would not make the required July payments. In light of ongoing disputes, in August 2024, TBN and Peteski amended their agreement to provide that Peteski owned approximately 70% of the company and TBN owned approximately 30%. Although the parties' ownership interest shifted, TBN remained obligated to provide all distribution and production services to Merit Street.¹⁴

Beginning in July 2024 and continuing through to the petition date, TBN has repeatedly breached the Joint Venture Agreement by failing to make the required payments, initially on a quarterly basis and subsequently on a bi-monthly basis.

As of the Petition Date, TBN had not paid millions of dollars in fees it owes to Merit Street's broadcasting partners and distributors that TBN remains contractually responsible for.

As a result of TBN's breaches of the Joint Venture Agreement, both financial and otherwise, Peteski stepped in to provide indispensable financial support to Merit Street. Prior to the Petition Date, Peteski extended loans to Merit Street totaling approximately \$32,373,802 in order to address the consequences of TBN's breaches.

For further information regarding the Debtor's claims against TBN, please refer to the Adversary Complaint.

2. PBR Arbitration

As noted above, PBR was unable to meet the production and promotion requirements under the PBR Agreement. As a result of PBR's breaches and statements, Merit Street asserts it has a viable fraud and breach of contract counterclaim against PBR, which could serve as a potential source of recovery and liquidity for the Debtor's stakeholders.

¹⁴ The September 2024 balance sheet that TBN prepared on behalf of Merit Street reflect a "Notes Payable" liability to Merit Street in favor of TBN of \$132,994,750. TBN has claimed that this note payable is for personnel and other costs incurred by TBN on behalf of Merit Street. TBN later claimed that the note payable had grown to \$140 million. TBN has never provided, despite repeated requests, an accounting or breakdown of the expenses included in this \$140 million note payable and TBN later withdrew the request for such a note.

3. Reduction in Force

Due to these operational challenges, the Debtor initiated several reductions—in force (the “RIFs”) in 2025, impacting approximately 71 employees (the “Former Employees”). Specifically, the Debtor terminated approximately 71 employees between January to June 2025. In connection with the RIFs, the Debtor offered the Former Employees a severance package at management’s discretion. Currently, seven Former Employees and one Former Employee’s spouse are on COBRA.

4. Board Hires Advisors

Without a clear solution for its liquidity issues, in June 2025, Merit Street engaged Sidley Austin LLP (“Sidley Austin”) to assist it in capital management, including through a strategic alternative review process. Shortly thereafter, in June 2025, Merit Street approved the retention of Triple P TRS, LLC and Triple P Securities, LLC (collectively, “Portage Point”) to provide restructuring advisory and investment banking services, respectively. Given Merit Street’s liquidity position, the Board also instructed Merit Street’s management team and advisors to begin contingency planning efforts. In addition, the Special Committee tasked Merit Street’s management team and advisors to evaluate all strategic alternatives, including bridge financing, so that Merit Street could achieve near-term stability from a liquidity perspective, while evaluating a potential chapter 11 filing pathway to maximize value for creditors and other parties in interests.

B. Engagement with Key Stakeholders

Merit Street and its management team and advisors evaluated various strategic options, including both in-court and out-of-court solutions. In sum, Merit Street evaluated a number of potential options, including: (a) capital raise solutions from existing lenders and third-party lenders, (b) out-of-court restructuring options, and (c) an in-court chapter 11 process.

C. Merit Street Enters into Bridge Financing

From February 2025 through May 2025, Merit Street pursued investors for potential equity funding. During this three-month period, Peteski continued providing financing to Merit Street in order for Merit Street to meet payroll obligations and pay operating expenses. Ultimately, due to severe challenges by TBN, Merit Street was unable to obtain additional third-party equity financing. In turn, following extensive, arm’s-length negotiations with Peteski, Merit Street executed the Bridge Loan which provided \$7,966,636 in funding for Merit Street to prepare for this Chapter 11 Case and commence good-faith negotiations with key parties.

D. Merit Street Enters into DIP Financing

In addition to the Bridge Loan, to provide adequate liquidity runway to effectuate the Chapter 11 Case, Peteski has further committed to provide Merit Street with debtor-in-possession financing (“DIP Financing”) on a secured basis in the form of a delayed draw term loan facility (the “Secured DIP Facility”) comprising of \$13.4 million of new money loans. Upon entry of an interim order approving DIP Financing, \$4.1 million of the Secured DIP Facility was funded in order for the Debtor to operate its business during the interim period.

E. Chapter 11 Filing

On July 1, 2025, the Special Committee authorized the Debtor to commence the voluntary proceeding under chapter 11 of the Bankruptcy Code. Merit Street has worked tirelessly to maximize the value of its assets for stakeholders in this case by expeditiously transferring its assets, including the owned facilities and its intellectual property portfolio to preserve its limited liquidity and ensure the greatest possible recovery for its stakeholders.

Merit Street currently intends to maintain ongoing operations throughout the duration of this Chapter 11 Case, with certain employees remaining in their respective roles to support both the sale process and the effective administration of the bankruptcy proceeding.

V. EVENTS DURING CHAPTER 11 CASE.

A. Administration of This Chapter 11 Case.

1. Commencement of the Chapter 11 Case.

On the Petition Date, the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the Northern District of Texas. The case was assigned to the Honorable Scott W. Everett.

2. First Day Relief.

On the Petition Date, or soon thereafter, the Debtor filed numerous first-day motions (the “First Day Motions”), the object of which was to streamline the transition to operating under chapter 11, to stabilize operations, and to preserve its relationships with vendors, customers, royalty interest owners and employees. These First Day Motions requested, among other things, authority to:

- (i) continue prepetition insurance coverage [Docket No. 6];
- (ii) pay any prepetition wage and benefits claims and continue to honor and pay amounts related in the ordinary course of business [Docket No. 9];
- (iii) continue to operate the Debtor’s existing cash management system and continue to use of existing bank accounts and business forms [Docket No. 10];
- (iv) pay prepetition taxes and fees in the ordinary course [Docket No. 8];
- (v) extend time to file the Debtor’s Schedules and Statements (each as defined below) [Docket No. 5];
- (vi) continue to pay for utility services [Docket No. 7];
- (vii) employ the Claims and Balloting Agent [Docket No. 13]; and

- (viii) obtain authority to enter into the DIP Facility and use cash collateral [Docket No. 11].

3. DIP Facility.

The Debtor, with the assistance of its advisors, negotiated the terms of the Secured DIP Facility on a secured basis intended to provide the Debtor with approximately \$13.4 million of new money loans. The Debtor obtained, on an interim basis, approximately \$4.1 million of interim funding for the Debtor to operate its business during the interim period and commence the Adversary Complaint against TBN and TCT, which asserts various claims against both parties.

On July 2, 2025, the Debtor filed the *Debtor's Emergency Motion for Entry of Interim and Final Orders (I) Authorizing (A) Postpetition Financing, and (B) the Use of Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 11] (the "Secured DIP Motion"), requesting that the Court authorize the Debtor to enter into the Secured DIP Facility.

On July 3, 2025, the Court entered an interim order [Docket No. 35] (the "Interim Secured DIP Order"), which authorized the Debtor's entry into the Secured DIP Facility on an interim basis. A hearing to authorize the relief requested in the Secured DIP Motion on a final basis is currently scheduled for September 16, 2025.

Due to its inability to secure the remainder of the Secured DIP Facility, as an emergency measure, the Debtor developed an interim proposal with the DIP Lender to provide \$10.0 million in postpetition DIP financing on an unsecured basis to fund escrow accounts allocated towards accrued Administrative Expense Claims, (the "Unsecured DIP Facility").

On September 3, 2025, the Debtor filed the *Debtor's Emergency Motion for Entry of Second Interim Order (I) Authorizing Postpetition Financing on an Unsecured Administrative Basis; and (II) Granting Related Relief* [Docket No. 335] (the "Unsecured DIP Motion"). On September 5, 2025, the Court entered the *Second Interim Order (I) Authorizing Post-Petition Financing on an Unsecured Administrative Basis and (II) Granting Related Relief* [Docket No. 357] (the "Interim Unsecured DIP Order") which authorized the Debtor's entry into the Unsecured DIP Facility on an interim basis. A hearing to authorize the relief requested in the Unsecured DIP Motion on a final basis is currently scheduled for September 16, 2025.

4. Filing of Retention Applications and Related Motions.

The Debtor has also filed several other motions that are common in chapter 11 proceedings, including applications to retain various professionals to assist the Debtor in the Chapter 11 Case.

Specifically, the Debtor has filed the following motions and applications:

- On July 18, 2025, the Debtor filed the *Debtor's Motion for Entry of an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals* (the "Interim Compensation Motion") [Docket No. 102; order at Docket No. 251];

- On January 8, 2024, the Debtor also filed applications to retain certain professionals; specifically, Triple P TRS, LLC as financial advisors and Triple P Securities as Investment Banker to the Debtor (the “Portage Retention Application”) [Docket No. 105; order at Docket No. 254], and Sidley as Debtor’s counsel (the “Sidley Retention Application”) [Docket No. 104; order at Docket No. 250];
- On February 22, 2024, the Debtor filed the *Debtor’s Application for Entry of an Order (I) Authorizing the Employment and Retention of DLA, LLC as Litigation Damages Advisor to the Debtor Effective as of August 5, 2025 and (II) Granting Related Relief* (the “DLA Application”) [Docket No. 166; order at Docket No. 358], seeking to retain DLA, LLC (“DLA”) to provide litigation damages advising services in support of the Debtor.

5. Filing of the Schedules and Statements of Financial Affairs.

On August 4 and 5, 2025, the Debtor filed its Schedules of Assets and Liabilities (the “Schedules”) [Docket No. 162] and Statement of Financial Affairs (the “Statement”) [Docket No. 161] in compliance with section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure. The Schedules and Statement set forth, among other things, the Debtor’s assets and liabilities, current income and expenditures, and executory contracts and unexpired leases. On August 10, 2025, the Debtor filed an amended Statement [Docket No. 187].

6. Statutory Committees.

On July 17, 2025, the U.S. Trustee filed a notice of the appointment of the Creditors’ Committee pursuant to 11 U.S.C. § 1102(a)(1) [Docket No. 95] and later amended the appointment on August 6, 2025 [Docket No. 170]. On August 14, 2025, the Creditors’ Committee filed an application to retain O’Melveny & Myers LLP as counsel [Docket No. 228; Order at Docket No. 283]. Additionally, on August 14, 2025, the Creditors’ Committee filed an application to retain Berkeley Research Group, LLC as financial advisor [Docket No. 230; Order at Docket No. 284].

7. Meeting of Creditors.

On August 11, 2025, the U.S. Trustee held the meeting of creditors pursuant to section 341 of the Bankruptcy Code (the “341 Meeting”).

8. Establishment of Bar Dates.

On July 18, 2025, the Debtor filed the *Debtor’s Motion for Entry of an Order (I) Setting Bar Dates for Filing Proofs of Claim; (II) Approving Form and Manner for Filing Proofs of Claim; (III) Approving the Form and Manner for Filing Proofs of Claim, including section 503(b)(9) Requests Notice of Bar Dates, and (IV) Granting Related Relief* [Docket No. 103].

On August 18, 2025, the Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim; (II) Approving Form and Manner for Filing Proofs of Claim; (III) Approving Notice of Bar Dates, and (IV) Granting Related Relief* (the “Bar Date Order”) [Docket No. 249], which set

(i) September 12, 2025 at 11:59 p.m. (prevailing Central Time) as the general bar date by which non-governmental units must file a Proof of Claim, and (ii) December 29, 2025 at 11:59 p.m. (prevailing Central Time) as the date by which all governmental units must file a Proof of Claim.

9. Motion to Dismiss and Joinder

On July 18, 2025, Trinity filed *Trinity Broadcasting of Texas, Inc. and TCT Ministries, Inc.’s Emergency Motion for an Order: (I) Dismissing Debtor’s Chapter 11 Case, (II) Converting the Case to Chapter 7, or (III) Appointing a Chapter 11 Trustee* [Docket No. 100] (the “Motion to Dismiss”), alleging, *inter alia*, that the Debtor (i) lacked the corporate authority to file this Chapter 11 Case, (ii) filed this Chapter 11 Case in bad faith, and (iii) filed this Chapter 11 Case to gain advantage in its litigations, and requested that the case be dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

On August 1, 2025, PBR filed its *Partial Joinder of Professional Bull Riders LLC in Support of Trinity Broadcasting of Texas, Inc. and TCT Ministries, Inc.’s Emergency Motion for an Order: (I) Dismissing Debtor’s Chapter 11 Case, (II) Converting the Case to Chapter 7, or (III) Appointing a Chapter 11 Trustee* [Docket No. 151] (the “PBR Joinder”), echoing the allegations Trinity made in its Motion to Dismiss and arguing that creditors’ best interests would be served by converting this Chapter 11 case to a case under chapter 7 of the Bankruptcy Code. The Motion to Dismiss and the PBR Joinder were originally scheduled to be heard at the August 19, 2025, hearing.

On August 12, 2025, the Debtor filed the *Debtor’s Objection to Trinity Broadcasting of Texas, Inc. and TCT Ministries, Inc.’s Emergency Motion for an Order: (I) Dismissing Debtor’s Chapter 11 Case, (II) Converting the Case to Chapter 7, or (III) Appointing a Chapter 11 Trustee* [Docket No. 200] responding to the Motion to Dismiss and the PBR Joinder. Additional briefing related thereto has been filed.

On August 14, 2025, Trinity and PBR filed the *Joint Emergency Motion of Trinity Broadcasting of Texas, Inc. and TCT Ministries, Inc. and Professional Bull Riders LLC to (I) Continue Certain Matters Set for Hearing on August 19, 2025, (II) Enter an Order Scheduling Related Deadlines, and (II) Grant Related Relief* [Docket No. 229] (the “Joint Motion to Continue”).

At the August 15, 2025, hearing, the Court granted the Joint Motion to Continue and ordered certain matters scheduled for the August 19, 2025, hearing, including the Motion to Dismiss, to be continued to a September 2, 2025, hearing date.

On August 26, 2025, Trinity filed an *Emergency Motion for Contempt and Sanctions Against Peteski Productions, Inc.* [Docket No. 303] (the “Second Motion to Continue”) seeking a continuance of the September 2, 2025, hearing at which the Court was due to consider, *inter alia*, the Motion to Dismiss.

On August 28, 2025, the Debtor filed the *Debtor’s Response to (I) Trinity Broadcasting of Texas, Inc. and TCT Ministries, Inc.’s Emergency Motion for Contempt and Sanctions Against Peteski Productions, Inc. and (II) Professional Bull Rider’s Joinder in Support of Trinity*

Broadcasting of Texas, Inc. and TCT Ministries, Inc.’s Emergency Motion for Contempt and Sanctions Against Peteski Productions, Inc. [Docket No. 313] requesting the Court deny the continuance of the September 2, 2025, hearing.

At the August 28, 2025, hearing on the Second Motion to Continue, the Court granted the relief requested in the Second Motion to Continue and ordered certain matters scheduled for the September 2, 2025, hearing date, including the Motion to Dismiss, to be continued to a September 16, 2025, hearing date.

10. Exclusivity.

Pursuant to sections 1121(b) and 1121(c)(3) of the Bankruptcy Code, the Debtor has the exclusive right to file a plan (the “Exclusive Filing Period”) until October 30, 2025, and the exclusive right to solicit acceptances for its plan until December 29, 2025 (the “Exclusive Solicitation Period” and together with the Exclusive Filing Period, the “Exclusive Periods”).

The Debtor filed the Plan on September 15, 2025, within the Exclusive Filing Period. The Debtor reserves the right to seek extensions of the Exclusive Filing Period and further extensions of the Exclusive Solicitation Period pursuant to section 1121(d) of the Bankruptcy Code.

B. Postpetition Sale of Assets.

Following the Petition Date, on July 5, 2025, the Debtor filed the *Debtor’s Motion for Entry of an Order (I) (A) Approving Bidding Procedures and the Form and Manner of Notice Thereof, (B) Authorizing the Selection of a Stalking Horse Bidder, (C) Establishing Bid Deadlines and Scheduling Auction and Sale Hearing, and (D) Establishing Certain Assumption and Assignment Procedures and Approving the Manner of Notice Thereof; (II) (A) Authorizing the Sale of the Assets Free and Clear of All Encumbrances, and (B) Approving the Assumption and Assignment of the Assumed Contracts; and (III) Granting Related Relief* [Docket No. 44] (the “Bidding Procedures Motion”) [Docket No. 43]. Pursuant to the Bidding Procedures Motion, the Debtor sought approval of an auction and sale process in regard to the Debtor’s Assets, including key deadlines and bid protections.

On August 12, 2025, the Debtor filed the *Notice of Revised Proposed Order with Respect to the Bidding Procedures Motion* [Docket No. 194], which provided that the Debtor would pursue the sale of the Debtor’s Assets under the amended milestones.

On September 14, 2025, the Debtor filed the *Notice of Further Revised Proposed Order with Respect to the Bidding Procedures Motion* [Docket No. 399], which provided that the Debtor would pursue the sale of the Debtor’s Assets under the following milestones.

<i>SALE MILESTONES</i>	
EVENT OR DEADLINE	DATE AND TIME (ALL IN PREVAILING CENTRAL TIME)
Petition Date	July 2, 2025
Bidding Procedures Hearing	September 16, 2025, at 9:30 a.m.
Service and Publication of Sale Notice	As soon as practicable after the entry of the

<i>SALE MILESTONES</i>	
EVENT OR DEADLINE	DATE AND TIME (ALL IN PREVAILING CENTRAL TIME)
	Bidding Procedures Order
Deadline for Objection to the Cure Schedule	September 23, 2025, at 4:00 p.m.
Bid Deadline ¹⁵	October 17, 2025, at 4:00 p.m.
Determination of Qualified Bids	As soon as reasonably practicable following the Bid Deadline
Auction (if necessary)	October 22, 2025, at 9:00 a.m.
Deadline to File Notice of Successful Bid	October 24, 2025, or as soon as reasonably practicable following the Auction
Deadline to file Objection to Sale	October 31, 2025, at 4:00 p.m.
Sale Hearing	Week of November 3, 2025, or otherwise subject to the Court's availability ¹⁶
Anticipated Closing Date	As soon as reasonably practicable after approval of the Sale

VI. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS.

In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, General Administrative Expense Claims, Professional Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

A. DIP Claims.

As of the Effective Date, the DIP Claims shall be Allowed in an amount equal to (i) the principal amount outstanding under the DIP Facilities on such date, (ii) all interest accrued and unpaid thereon to the date of payment, (iii) all accrued and unpaid fees, expenses, and non-contingent indemnification obligations payable under the DIP Documents and the DIP Orders, and (iv) all other DIP Obligations as provided for in the DIP Documents.

To the extent each DIP Claim has not previously been satisfied in full (including via a credit bid as part of a Sale), (i) with respect to all DIP Obligations under the Unsecured DIP Facility, the Holder of DIP Claims relating to the Unsecured DIP Facility shall receive no recovery on account of, and has waived and cancelled the Debtor's indebtedness and obligation to repay the DIP Obligations under the Unsecured DIP Facility, (ii) with respect to all DIP Obligations under the Secured DIP Facility, except to the extent that a Holder of a DIP Claim agrees to a different treatment, the Holder of a DIP Claim shall receive, in full and final satisfaction of such Claim either (1) the proceeds of a Sale or any other sale of the Secured DIP Collateral; or (2) in the event

¹⁵ The Debtor reserves its right, in its own discretion, in consultation with the Committee, to move the deadline for the submission of qualified bids.

¹⁶ The Debtor anticipates any sale will be approved as part of the Confirmation Hearing on the Plan.

that the DIP Lender determines to exercise its right to credit bid resulting in a sale of the Secured DIP Collateral to the DIP Lender or its designee, ownership of such assets; *provided* with respect to clause (2) above, such satisfaction, compromise, settlement, release, and discharge of the DIP Claims shall be equal to and not exceed the amount of the credit bid by the DIP Lender with respect to such assets.

B. General Administrative Expense Claims.

Unless otherwise agreed to by the Holder of an Allowed General Administrative Expense Claim and the Debtor, each Holder of an Allowed General Administrative Expense Claim (other than DIP Claims) that is unpaid as of the Effective Date shall receive, on account and in full satisfaction of such Allowed General Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such General Administrative Expense Claim, to be paid in accordance with the following: (1) if a General Administrative Expense Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed General Administrative Expense Claim is due or as soon as reasonably practicable thereafter); (2) if such General Administrative Expense Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such General Administrative Expense Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) at such time and upon such terms as may be agreed upon by such Holder and the Debtor; or (4) at such time and upon such terms as set forth in any other order of the Court.

Each Holder of a General Administrative Expense Claim that was not accrued in the ordinary course of business must File and serve a request for payment of such General Administrative Expense Claim on the Debtor no later than the Administrative Expense Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the Effective Date. Holders of General Administrative Expense Claims that are required to File and serve a request for payment of such General Administrative Expense Claims by the Administrative Expense Claims Bar Date that do not File and serve such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such General Administrative Expense Claims against the Debtor or its property, and such General Administrative Expense Claims shall be deemed forever discharged and released as of the Effective Date. Any requests for payment of General Administrative Expense Claims that are not properly Filed and served by the Administrative Expense Claims Bar Date shall not appear on the Claims Register and shall be Disallowed automatically without the need for further action by the Debtor, or further order of the Court.

The Debtor may settle General Administrative Expense Claims without further Court approval. The Debtor may also choose to object to any General Administrative Expense Claim no later than sixty (60) days from the Administrative Expense Claims Bar Date, subject to extensions by the Court, agreement in writing of the parties, or on motion of a party in interest approved by the Court. Unless the Debtor or other party with standing, as applicable, objects to a timely Filed and properly served General Administrative Expense Claim, such General Administrative Expense Claim will be deemed Allowed in the amount requested. In the event that the Debtor objects to a General Administrative Expense Claim, the parties may confer to try to reach a settlement and, failing that, the Court will determine whether such General Administrative Expense Claim should be Allowed and, if so, in what amount.

C. Professional Claims.

1. Final Fee Applications and Payment of Professional Claims.

All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than the Administrative Expense Claims Bar Date. The Debtor shall pay Allowed Professional Claims in Cash in the amount the Court allows, including from the Professional Claim Reserve Account.

2. Professional Claim Reserve Account.

No later than the Effective Date, the Debtor shall fund the Professional Claim Reserve Account with Cash equal to the aggregate Professional Claim Reserve Amount for all Professionals. The Professional Claim Reserve Account shall be maintained in trust for the Professionals. Such funds in the Professional Claim Reserve Account shall not constitute property of the Debtor, the Debtor's Estate, the Plan Administrator, the Litigation Trustee, or the Litigation Trust, except as otherwise expressly set forth in the last sentence of this paragraph. The amount of Professional Claims owing to the Professionals on and after the Effective Date shall be paid in Cash to such Professionals from funds held in the Professional Claim Reserve Account, as soon as reasonably practicable after such Claims are Allowed by a Court order. When all Allowed Professional Claims have been paid in full, amounts remaining in the Professional Claim Reserve Account, if any, shall revert to the Plan Administrator pursuant to the terms of the Plan without any further action or order of the Court.

Professionals shall reasonably estimate their unpaid Professional Claims Reserve Amount and shall deliver such estimate to the Debtor no later than five (5) days before the Effective Date; provided, however, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of each Professional's final request for payment in this Chapter 11 Case. If a Professional does not provide an estimate, the Debtor may estimate the unpaid and unbilled fees and expenses of such Professional for purposes of determining the Professional Claims Reserve Amount.

3. Post-Confirmation Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Disbursing Agent shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation and Consummation of the Plan. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate. The Litigation Trustee and Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

D. Priority Tax Claims.

Except to the extent that a Priority Tax Claim has already been paid during the Chapter 11 Case or a Holder of an Allowed Priority Tax Claim and the Debtor agree to less favorable

treatment, each Holder of an Allowed Priority Tax Claim will be paid in full in Cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

E. Classification and Treatment of Claims and Interests.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, and Plan Distribution pursuant to sections 1122 and 1123(a) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class for purposes of distribution only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code and as described in Article II of the Plan, the Debtor has not classified DIP Claims, General Administrative Expense Claims, Professional Claims, and Priority Tax Claims.

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

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition Bridge Loan Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 4	Unsecured Notes Claims	Impaired	Entitled to Vote
Class 5	Trinity Claims	Impaired	Entitled to Vote
Class 6	Contract Litigation Claims	Impaired	Entitled to Vote
Class 7	General Unsecured Claims	Impaired	Entitled to Vote
Class 8	Convenience Claims	Impaired	Entitled to Vote
Class 9	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

1. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtor and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

(a) Class 1 – Other Secured Claims.

- i. *Classification.* Class 1 consists of Other Secured Claims.
- ii. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Other Secured Claim, each Holder thereof shall receive, at the option of the Debtor or the Plan Administrator, as applicable:
 - (a) payment in full from Available Cash attributable to the Holder of such Allowed Other Secured Claim's collateral;
 - (b) the return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim; or
 - (c) such other treatment sufficient to render such Allowed Other Secured Claim as Unimpaired.
- iii. *Voting.* Class 1 is Unimpaired under the Plan. Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

(b) Class 2 – Other Priority Claims.

- i. *Classification.* Class 2 consists of Other Priority Claims.
- ii. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Other Priority Claim, each Holder thereof shall receive payment or

other treatment in accordance with the Bankruptcy Code in full satisfaction of such Claim.

- iii. *Voting.* Class 2 is Unimpaired under the Plan. Holders of Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

(c) Class 3 – Prepetition Bridge Loan Claims.

- i. *Classification.* Class 3 consists of Prepetition Bridge Loan Claims.
- ii. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Prepetition Bridge Loan Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Prepetition Bridge Loan Claim, each such Holder thereof shall have such Claim cancelled, released, and extinguished and without any distribution or compensation.
- iii. *Voting.* Class 3 is Impaired under the Plan. Holders of Claims in Class 3 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

(d) Class 4 – Unsecured Notes Claims.

- i. *Classification.* Class 4 consists of Unsecured Notes Claims.
- ii. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Unsecured Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Unsecured Notes Claim, each such Holder thereof shall receive such Holder's Pro Rata share of:
 - a. In the event the Debtor consummates the Litigation Sale Transaction:
 - i. the GUC Recovery Pool; and
 - ii. Available Cash, if any.
 - b. In the event the Debtor consummates the Litigation Trust Transaction:
 - i. the GUC Recovery Pool;

- ii. Available Cash, if any; and
- iii. Litigation Trust Interests.

By agreement with the Debtor, Holders of Lender Unsecured Notes Claims will receive no recovery on account of such Claims, whether from the GUC Recovery Pool, Available Cash, or Litigation Trust Interests.

- iii. *Voting.* Class 4 is Impaired under the Plan. Holders of Claims in Class 4 are entitled to vote to accept or reject the Plan.

(e) Class 5 – Trinity Claims.

- i. *Classification.* Class 5 consists of Trinity Claims, regardless of whether such Claim also falls under the definition of a General Unsecured Claim.
- ii. *Allowance.* All Trinity Claims are disputed and shall be subject to the provisions of Article VII hereof.
- iii. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Trinity Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Trinity Claim, each such Holder shall receive such Holder's Pro Rata share of:
 - a. In the event the Debtor consummates the Litigation Sale Transaction:
 - i. the GUC Recovery Pool; and
 - ii. Available Cash, if any.
 - b. In the event the Debtor consummates the Litigation Trust Transaction:
 - i. the GUC Recovery Pool;
 - ii. Available Cash, if any; and
 - iii. Litigation Trust Interests.
- iv. *Voting.* Class 5 is Impaired under the Plan. Holders of Claims in Class 5 are entitled to vote to accept or reject the Plan.

(f) Class 6 – Contract Litigation Claims.

- i. *Classification.* Class 6 consists of Contract Litigation Claims.

- ii. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Contract Litigation Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Contract Litigation Claim, each such Holder shall receive such Holder's Pro Rata share of:
 - a. In the event the Debtor consummates the Litigation Sale Transaction:
 - i. the GUC Recovery Pool; and
 - ii. Available Cash, if any.
 - b. In the event the Debtor consummates the Litigation Trust Transaction:
 - i. the GUC Recovery Pool;
 - ii. Available Cash, if any; and
 - iii. Litigation Trust Interests.
- iii. *Voting.* Class 6 is Impaired under the Plan. Holders of Claims in Class 6 are entitled to vote to accept or reject the Plan.

(g) Class 7 – General Unsecured Claims.

- i. *Classification.* Class 7 consists of General Unsecured Claims, including Lender Deficiency Claims.
- ii. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such General Unsecured Claim, each such Holder shall receive such Holder's Pro Rata share of:
 - a. In the event the Debtor consummates the Litigation Sale Transaction:
 - i. the GUC Recovery Pool; and
 - ii. Available Cash, if any.
 - b. In the event the Debtor consummates the Litigation Trust Transaction:
 - i. the GUC Recovery Pool;

ii. Available Cash, if any; and

iii. Litigation Trust Interests.

By agreement with the Debtor, Holders of Lender Deficiency Claims will receive no recovery on account of such Claims, whether from the GUC Recovery Pool, Available Cash, or Litigation Trust Interests.

iii. *Voting.* Class 7 is Impaired under the Plan. Holders in Class 7 are entitled to vote to accept or reject the Plan.

(h) Class 8 – Convenience Claims.

i. *Classification.* Class 8 consists of Convenience Claims.

ii. *Treatment.* Except to the extent that a Holder of an Allowed Convenience Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Convenience Claim, each such Holder shall receive on the later of (i) the Effective Date, or as soon as practicably thereafter, and (ii) the date that is ten (10) business days after such Convenience Claim becomes an Allowed Claim, in full and final satisfaction of such Claim, receive payment in Cash equal to the lesser of (x) their Pro Rata share of \$750,000 on account of the Allowed Convenience Claim and (y) 50% of the Allowed amount of such Convenience Claim, in each case from the GUC Recovery Pool, on account of the Holder's Allowed Convenience Claim.

iii. *Voting.* Class 8 is Impaired under the Plan. Holders of Claims in Class 8 are entitled to vote to accept or reject the Plan.

(i) Class 9 – Section 510(b) Claims.

i. *Classification.* Class 9 consists of Section 510(b) Claims.

ii. *Treatment.* On the Effective Date, each Holder of each Section 510(b) Claim in any of the Debtor shall have such Claim cancelled, released, and extinguished and without any distribution or compensation.

iii. *Voting.* Class 9 is Impaired under the Plan. Holders of Claims in Class 9 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

(j) Class 10 – Existing Equity Interests.

- i. *Classification.* Class 10 consists of Existing Equity Interests.
- ii. *Treatment.* On the Effective Date, each Holder of each Existing Equity Interest in the Debtor shall have such Interest cancelled, released, and extinguished and without any distribution or compensation.
- iii. *Voting.* Class 10 is Impaired under the Plan. Holders of Interests in Class 10 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

2. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtor's or Plan Administrator's rights regarding any Unimpaired or Reinstated Claim, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired or Reinstated Claim; and, except as otherwise specifically provided in the Plan, nothing herein shall be deemed to be a waiver or relinquishment of any Claim, Cause of Action, right of setoff, or other legal or equitable defense that the Debtor had immediately prior to the Petition Date, against or with respect to any Claim that is Unimpaired by the Plan.

3. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

4. Acceptance or Rejection of the Plan.

a. Presumed Acceptance of the Plan.

If a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

b. Voting Classes.

Classes 4, 5, 6, 7, and 8 are Impaired and entitled to vote to accept or reject the Plan.

5. Confirmation and Section 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant

to Article III of the Plan. The Debtor hereby requests Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Class that is deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Debtor reserves the right to request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Voting Class that votes to reject the Plan.

6. Subordination of Claims.

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, contract, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtor or Plan Administrator (as applicable) reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

7. Subordination Agreements.

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

VII. MEANS FOR IMPLEMENTATION OF THE PLAN.

A. General Settlement of Claims and Interests.

As discussed in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan, including the Global Settlement, shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Plan, including the Global Settlement, shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtor and its Estate. Subject to Article VI.K thereof, all Plan Distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

The Debtor, the Prepetition Bridge Lender, the DIP Lender, and the Creditors' Committee engaged in extensive, detailed good faith and arm's-length negotiations to resolve any outstanding issues and to formulate a chapter 11 plan supported by the Prepetition Bridge Lender, the DIP Lender, and the Creditors' Committee. The Debtor, the Prepetition Bridge Lender, the DIP Lender, and the Creditors' Committee, ultimately agreed to the Global Settlement, the terms of which are:

- a. The Creditors' Committee supports the Plan, including but not limited to the release and exculpation provisions set forth in Article VIII thereof, and including (i) supporting the expedited approval of the disclosure statement and confirmation of the Plan (including conditional approval of the Disclosure Statement in accordance with the Local Rules and Complex Case Procedures), (ii) not objecting and affirmatively supporting on the record or otherwise file a pleading in support of the Plan and Disclosure Statement.
- b. The DIP Lender shall fund the GUC Recovery Pool in an amount equal to the lesser of: (a) \$17.0 million, and (b) such amounts required to guarantee a 10.0% recovery to holders of Allowed Non-Lender Unsecured Claims; provided, that in any event, the amount funded by the DIP Lender to the GUC Recovery Pool shall be at least \$10.0 million. As described below, a portion of the GUC Recovery Pool shall be allocated to Litigation Trust Funding and credited toward DIP Lender funding thereof. Holders of Prepetition Bridge Loan Claims, Lender Deficiency Claims, and Lender Unsecured Notes Claims shall not participate in any distributions from the GUC Recovery Pool. A portion of the GUC Recovery Pool (\$750,000) shall be allocated to provide recoveries to Holders of Allowed Convenience Claims.
- c. The Plan Administrator shall be appointed to wind down the Debtor's estate and close the Chapter 11 Case. The Plan Administrator shall be chosen by the Debtor, subject to the DIP Lender's consent and in consultation with the Committee. The Plan Administrator shall retain professionals to assist with its wind down activities. The Plan Administrator shall disburse the GUC Recovery Pool to Holders of Allowed Non-Lender Unsecured Claims and Allowed Convenience Claims under the Plan.
- d. Under the Plan, the Litigation Trust Causes of Action (comprising all Estate Causes of Action against Trinity and PBR) shall either be sold pursuant to the Litigation Sale or be contributed to and vest in the Litigation Trust for the benefit of Holders of Allowed Non-Lender Unsecured Claims as set forth in the Litigation Trust Documents, which shall be drafted, in the first instance, by the Committee, in consultation with the Debtor and Peteski.
- e. The Litigation Trust Documents shall provide for the appointment of the Litigation Trustee to be selected by the Committee and reasonably acceptable to the Debtor who shall preside over the Litigation Trust and be advised by the Litigation Advisory Committee. The Litigation Advisory Committee shall be comprised of the following members: (1) the Plan Administrator and (2) two (2) representatives appointed by the Committee. The Litigation Advisory Committee shall vote on the terms of any settlement of the Litigation Trust Causes of Action subject to the Litigation Trustee's ability to petition the Court for appropriate relief. Members of the Litigation Advisory Committee shall not receive any compensation for such service.
- f. Prior to the effective date of the Plan, the Creditors' Committee and the Debtor shall agree to allocate a certain portion of the GUC Recovery Pool to fund the pursuit by the Litigation Trustee of the Litigation Trust Causes of Action; provided, that such amounts shall not exceed \$2.5 million. For the avoidance of doubt, any amounts allocated to

pursue such causes of action shall be credited against amounts that the DIP Lender is required to fund into the GUC Recovery Pool.

The Prepetition Bridge Lender, the DIP Lender, and the Creditors' Committee support the release and exculpation provisions set forth in Article VIII thereof. The Debtor's board and management team are conducting an investigation into potential estate causes of action against the Released Parties (the "Investigation"). The Creditors' Committee's legal advisors shall be permitted to participate in depositions and interviews with certain members of the Debtor's board and management team in connection with the Investigation. To the extent that the results of the Investigation results in a determination by the Debtor or Creditors' Committee that any modification of the proposed releases is warranted, all other parties have the right to opt out of the Global Settlement and all related obligations thereunder.

B. Restructuring Transactions

The Plan provides for (i) the consummation of the Media Sale pursuant to the Bid Procedures Order and (ii) a toggle between (A) consummation of the Litigation Sale or (B) if the Debtor decides in its business judgment (after consultation with the Creditors' Committee) that consummating the Litigation Sale is not in the best interest of creditors and the estate, a contribution of the Litigation Trust Causes of Action to the Litigation Trust.

1. Media Sale

The Debtor engaged in a marketing and sale process for the sale of the Media Assets pursuant to the Bid Procedures Order. Consistent with the Bid Procedures Order, the Debtor shall seek approval at the Confirmation Hearing of the Media Sale to the highest or otherwise best bidder (as determined pursuant to the terms of the Bid Procedures Order) (the "Media Sale Transaction"). The Confirmation Order shall include as Schedule 1 thereto findings of fact and conclusions of law that will be incorporated to the Confirmation Order by reference in their entirety and shall approve and govern the Media Sale.

On the Effective Date, the Media Sale will close and be effective in accordance with the terms and conditions of the Confirmation Order and the Media Sale APA and the Media Assets will be transferred free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code.

2. Litigation Sale Transaction

The Debtor engaged in a marketing and sale process for the sale of the Litigation Assets pursuant to the Bid Procedures Order. Consistent with the Bid Procedures Order, if the Debtor decides in its business judgment (after consultation with the Creditors' Committee) that consummating the Litigation Sale is in the best interest of creditors and the estate, the Debtor shall seek approval at the Confirmation Hearing of the Litigation Sale to the highest or otherwise best bidder (as determined pursuant to the terms of the Bid Procedures Order) (the "Litigation Sale Transaction"). The Confirmation Order shall include as Schedule 1 thereto findings of fact and conclusions of law that will be incorporated to the Confirmation Order by reference in their entirety and shall approve and govern the Litigation Sale.

If the Debtor pursues approval of the Litigation Sale, on the Effective Date, the Litigation Sale will close and be effective in accordance with the terms and conditions of the Confirmation Order and the applicable transaction documents and the Litigation Assets will be transferred free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code.

3. Litigation Trust Transaction

If the Debtor decides in its business judgment (after consultation with the Creditors' Committee) that consummating the Litigation Sale is not in the best interest of creditors and the estate, the Debtor shall contribute the Litigation Trust Causes of Action to the Litigation Trust for the benefit of Holders of Allowed Non-Lender Unsecured Claims, on the terms and conditions set forth in Article IV.C and the Litigation Trust Documents (the "Litigation Trust Transaction").

C. Litigation Trust

1. Interest in the Litigation Trust

Any and all interests in the Litigation Trust will not, and are not intended to, constitute "securities" and will not be registered pursuant to the Securities Act, as amended, or any state securities law. However, if it should be determined that interests in the Litigation Trust constitute "securities," the exemption provisions of section 1145 of the Bankruptcy Code will apply to the interests in the Litigation Trust. Any and all interests in the Litigation Trust shall not be certificated, shall be subject to certain restrictions, and all interests shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law. However, if it should be determined that interests in the Litigation Trust constitute "securities," the exemption provisions of section 1145 of the Bankruptcy Code will apply to the interests in the Litigation Trust.

2. Creation and Governance of the Litigation Trust

On the Effective Date, if the Debtor pursues the Litigation Trust Transaction, the Debtor shall be deemed to transfer to the Litigation Trust all of its rights, title and interest in and to all of the Litigation Trust Causes of Action free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code. The Litigation Trust Agreement shall be executed, and the Debtor shall take all steps necessary to establish the Litigation Trust in accordance with the Plan and the beneficial interests therein, to the extent applicable. In the event of any conflict between the terms of the Plan and the terms of the Litigation Trust Agreement, the terms of the Plan shall govern.

Any transfer to the Litigation Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trustee shall be the exclusive administrator of the assets of the Litigation Trust for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(3) of the Tax Code, as well as the representatives of the Estate of each of the Debtor appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the

Litigation Trustee. The powers, rights, and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in Article IV.C of the Plan. The Litigation Trustee shall hold and distribute Plan Distributions on account of Litigation Trust Interests in accordance with the provisions of the Plan and the Litigation Trust Agreement. After the Effective Date, the Debtor and the Plan Administrator shall have no interest in the Litigation Trust Causes of Action except as set forth in the Litigation Trust Agreement.

3. Litigation Trustee and Litigation Trust Agreement

The Litigation Trust Agreement generally will provide for, among other things: (a) the transfer of the Litigation Trust Causes of Action to the Litigation Trust; (b) the mechanics of the Litigation Trust Funding and payment of Litigation Trust Expenses; (c) the retention of counsel, accountants, financial advisors, or other professionals; (d) litigation of any Litigation Trust Causes of Action, which may include the prosecution, settlement, abandonment or dismissal of any such Causes of Action; and (e) making distributions to holders of Litigation Trust Interests, as provided in the Plan and in the Litigation Trust Agreement. The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of those professionals without further order of the Bankruptcy Court from the Litigation Trust Causes of Action in accordance with the Plan and the Litigation Trust Agreement. The Litigation Trust Agreement shall include reasonable and customary provisions that allow for indemnification of the Litigation Trustee by the Litigation Trust. Any such indemnification shall be the sole responsibility of the Litigation Trust and payable solely from the proceeds of the Litigation Trust Causes of Action.

4. Cooperation of Plan Administrator

The Plan Administrator shall reasonably cooperate with the Litigation Trust and its agents and representatives in the administration of the Litigation Trust, including, providing reasonable access to books and records and current employees and officers, including for interviews, deposition, or testimony, with respect to (a) the investigation, prosecution, compromise, and/or settlement of the Litigation Trust Causes of Action, (b) administering the Litigation Trust, and in each case, the Litigation Trust agrees to reimburse reasonable out-of-pocket expenses incurred in connection with such cooperation. The Plan Administrator shall take all reasonable efforts to assist the Litigation Trust in connection with the foregoing, and the Litigation Trust may enter into agreements with the Plan Administrator in order to obtain information from the Plan Administrator on a confidential basis, without being restricted by or waiving any applicable work product, attorney-client, or other privilege. The Litigation Trust's receipt of documents, information or communications from the Plan Administrator shall not constitute a waiver of any privilege. For the avoidance of doubt, the Litigation Trust shall not be responsible for legal fees, if any, incurred by the Plan Administrator in fulfilling its obligations under Article IV.C.4 of the Plan.

5. Litigation Trust Causes of Action

The Litigation Trustee shall have the exclusive right in respect of all Litigation Trust Causes of Action to institute, file, prosecute, enforce, settle, compromise, release, abandon, or

withdraw any and all Litigation Trust Causes of Action without any further order of the Bankruptcy Court or consent of any other party, except as otherwise provided herein or in the Litigation Trust Agreement. From and after the Effective Date, the Litigation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Litigation Trust, shall serve as a representative of the Estate solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trustee may expend such portion of the Plan Distributions as he or she deems necessary, as provided in the Litigation Trust Agreement.

6. Litigation Trust Fees and Expenses

From and after the Effective Date, the Litigation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the Litigation Trust Expenses, including but not limited to reasonable fees and expenses of the Litigation Trustee and the fees and expenses of any professionals retained by the Litigation Trust from the proceeds of the Litigation Trust Causes of Action, except as otherwise provided in the Litigation Trust Agreement. The Plan Administrator shall not be responsible for any costs, fees, or expenses of the Litigation Trust.

7. Termination and Dissolution of the Litigation Trust

The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as all distributions required to be made by the Litigation Trustee under the Plan and the Litigation Trust Agreement have been made. Upon termination and dissolution of the Litigation Trust, any remaining Plan Distributions shall be distributed to holders of Litigation Trust Interests in accordance with the Litigation Trust Agreement.

8. Single Satisfaction of Allowed Claims From Litigation Trust

Notwithstanding anything to the contrary herein, in no event shall holders of Litigation Trust Interests recover more than the full amount of their Allowed Claims from the Litigation Trust.

D. Wind-Down

1. Appointment of Plan Administrator

Following the Effective Date, the Plan Administrator shall wind-down the affairs and operations of the Debtor and its Estate including, but not limited to: (1) liquidating any remaining assets (except the Litigation Trust Assets); (2) prosecuting any claims or Causes of Action of the Debtor preserved herein (except the Litigation Trust Assets); (3) Claims reconciliation and Allowance; and (4) making distributions to Holders of Allowed Claims in accordance with the terms of the Plan.

The responsibilities and authority of the Plan Administrator shall include the following rights and responsibilities: (1) preserving and liquidating any remaining assets (except the Litigation Trust Assets); (2) prosecuting any claims or Causes of Action of the Debtor preserved herein (except the Litigation Trust Assets); (3) contesting, settling, compromising, reconciling,

and objecting to Claims; (4) administering and paying taxes, including, among other things, (a) filing tax returns (to the extent not the obligation of the Purchaser), and (b) representing the interest and account of the Debtor before any taxing authority in all matters; (5) retaining and paying, without the need for retention or fee applications, professionals in connection with the Plan Administrator's performance of its duties under the Plan; (6) distributing information statements as required for U.S. federal income tax and other applicable tax purposes; (7) Filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Case; (8) making distributions to Professionals for Allowed Professional Fee Claims; (9) making distributions to Holders of Allowed Claims in accordance with the terms of the Plan; (10) procuring the necessary insurance to facilitate the Wind-Down, including appropriate D&O Liability Insurance Policies; and (11) such other responsibilities as may be vested in the Plan Administrator pursuant to the Plan or an order of the Bankruptcy Court (including, without limitation, the Confirmation Order), or as may be necessary and proper to carry out the provisions of the Plan.

2. Cooperation of Litigation Trustee

The Litigation Trustee shall reasonably cooperate with the Plan Administrator and its agents and representatives in the performance of the Plan Administrator's responsibilities, including with respect to (a) preserving and liquidating any remaining assets (except the Litigation Trust Assets); (b) prosecuting any claims or Causes of Action of the Debtor preserved herein (except the Litigation Trust Assets); (c) contesting, settling, compromising, reconciling, and objecting to Claims; (d) Filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Case; and (e) making distributions to Holders of Allowed Claims in accordance with the terms of this Plan. The Litigation Trustee shall take all reasonable efforts to assist the Plan Administrator in connection with the foregoing, and the Plan Administrator may enter into agreements with the Litigation Trustee in order to obtain information from the Litigation Trustee on a confidential basis, without being restricted by or waiving any applicable work product, attorney-client, or other privilege. The Plan Administrator's receipt of documents, information or communications from the Litigation Trustee shall not constitute a waiver of any privilege. For the avoidance of doubt, the Plan Administrator shall not be responsible for legal fees, if any, incurred by the Litigation Trustee in fulfilling its obligations under Article IV.D of the Plan.

E. Sources of Consideration for Plan Distributions.

Except as otherwise provided in the Plan or the Confirmation Order, and subject to the provisions of the Plan concerning the Professional Claim Reserve Account and the Wind-Down Budget, the Debtor or Litigation Trustee, as applicable, shall fund Plan Distributions with (i) Available Cash; (ii) the GUC Recovery Pool; and (iii) if the Debtor pursues the Litigation Trust Transaction, the Litigation Trust Proceeds.

F. Cancellation of Existing Securities.

Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, on the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, securities and other documents evidencing any Claim or

Interest, and any rights of any Holder in respect thereof, shall be deemed cancelled and of no further force or effect and the obligations of the Debtor thereunder shall be deemed fully satisfied, released, and discharged and, as applicable, shall be deemed to have been surrendered to the Plan Administrator. The holders of or parties to such cancelled instruments, securities, and other documentation shall have no rights arising from or related to such instruments, securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

G. Corporate Action.

On the Effective Date and following satisfaction of the Debtor's distribution and funding requirements set forth in the Plan, the Debtor shall be dissolved for all purposes unless the Plan Administrator and Litigation Trustee determine that dissolution can have any adverse impact on the remaining assets, including the Litigation Trust Causes of Action; *provided*, that neither the Debtor nor any party released pursuant to Article VIII therein shall be responsible for any liabilities that may arise as a result of non-dissolution of the Debtor; *provided further*, that nothing in the Plan shall be construed as relieving the Debtor or the Plan Administrator (as applicable) of their duties to pay statutory fees to the U.S. Trustee as required by the Bankruptcy Code and applicable law until such time as a final decree is entered in the Chapter 11 Case or the Chapter 11 Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code. The Plan Administrator shall submit with the appropriate governmental agencies a copy of the Confirmation Order, which Confirmation Order shall suffice for purposes of obtaining a Certificate of Dissolution from the applicable Secretary of State.

Without limiting the foregoing, on the Effective Date and following satisfaction of the Debtor's distribution and funding requirements set forth in the Plan, the Debtor shall have no further duties or responsibilities in connection with implementation of the Plan, and the directors and officers of the Debtor shall be deemed to have resigned and the employees of the Debtor terminated. From and after the Effective Date, the Plan Administrator and Litigation Trust, as applicable, shall be authorized to act on behalf of the Estate, provided that the Plan Administrator and Litigation Trust shall have no duties other than as expressly set forth in the Litigation Trust Documents, the Plan, the Plan Supplement, or the Confirmation Order, as applicable.

On and after the Effective Date, the Plan Administrator shall act for the Debtor in the same fiduciary capacity as applicable to a board of managers, directors, officers, or other governing body, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as managers, officers, directors, sale director, or governing body of the Debtor shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Debtor, and shall succeed to the powers of the Debtor's managers, directors, and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Debtor. The foregoing shall not limit the authority of the Debtor or the Plan Administrator, as applicable, to continue the employment of any former manager or officer, including pursuant to any transition services agreement or other agreement entered into on or after the Effective Date. Following the Effective Date, the Plan Administrator is given full power of attorney and had the authority to execute and/or endorse documentation on behalf of the Debtor in furtherance of the Plan and the Debtor's

liquidation, including but not limited to, the filing of final tax returns and the dissolution of the Debtor.

H. Effectuating Documents; Further Transactions.

Upon entry of the Confirmation Order, the Debtor, the Plan Administrator, and the Litigation Trustee (as applicable) shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements or documents, and take such acts and actions as may be reasonable, necessary, or appropriate to effectuate, implement, consummate, and/or further evidence the terms and conditions of the Plan and any transactions described in or contemplated by the Plan. The Debtor, the Plan Administrator, the Litigation Trustee, all Holders of Claims receiving distributions pursuant to the Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

The Confirmation Order shall and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

I. Vesting of Assets in the Plan Administrator.

Except as otherwise provided in the Plan or the Confirmation Order, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, any remaining assets, claims, rights, Retained Causes of Action, Causes of Action, and any remaining property acquired by the Debtor under or in connection with the Plan, shall vest in the Debtor or Litigation Trust, as applicable, free and clear of all Claims, Liens, encumbrances, charges, and other interests. Subject to the terms of the Plan, on and after the Effective Date, the Plan Administrator or the Litigation Trust, as applicable, may use, acquire, and dispose of any of the remaining assets, and may prosecute, compromise, or settle any Claims and Causes of Action, including the Retained Causes of Action, without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by the Plan or the Confirmation Order.

J. Exemption from Certain Taxes and Fees.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation all such instruments or other documents governing or evidencing such transfers without the payment of any such tax, recordation fee, or governmental assessment. Such exemption specifically applies, without limitation, to the transfer of the Litigation Trust Assets to the Litigation Trust.

K. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, the Plan Administrator shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtor that are not otherwise transferred or sold pursuant to the Litigation Sale Transaction or Litigation Trust Transaction, whether arising before or after the Petition Date, and the Plan Administrator's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtor pursuant to the releases and exculpations contained in the Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtor and the Plan Administrator as of the Effective Date. No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtor or the Plan Administrator, as applicable, will not pursue any and all available Causes of Action of the Debtor against it.

L. Authority to Act.

Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under the Plan that would otherwise require approval of the stockholders, security holders, officers, directors, or other owners of the Debtor shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) pursuant to the applicable law of the state in which the Debtor is formed, without any further vote, consent, approval, authorization, or other action by such stockholders, security holders, officers, directors, or other owners of the Debtor or notice to, order of, or hearing before, the Bankruptcy Court.

M. Fiduciary Duties

Nothing in the Plan shall require the Debtor, its board of directors or the Special Committee thereof, after consulting with counsel, to take any action or to refrain from taking any action to the extent taking or failing to take such action would be inconsistent with applicable law or their respective fiduciary obligations under applicable Law.

VIII. TREATMENT OF EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES.

A. Assumption and Rejection of Executory Contracts and/or Unexpired Leases.

On the Effective Date, except as otherwise provided herein (which exclusion includes the D&O Liability Insurance Policies) or in the Confirmation Order, all Executory Contracts or Unexpired Leases not previously or concurrently assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those Executory Contracts or Unexpired Leases that are the subject of a motion to assume that is pending on the Confirmation Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Sale Documents or the Plan, and payment of any Cure amounts relating thereto, shall, upon satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary,

including defaults or provisions restricting the change in control of ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

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

Unless otherwise provided by a Final Order of the Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts and/or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Court by the applicable counterparty within thirty (30) days after the later of (1) the date of entry of an order of the Court (including the Confirmation Order) approving such rejection; (2) the effective date of such rejection; or (3) the Effective Date. In the event the Debtor or Plan Administrator objects to such Claim, the Proof of Claim shall be adjudicated in accordance with the procedures set forth in Article VII thereof.

Any Claims arising from the rejection of an Executory Contract and/or Unexpired Lease not Filed with the Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtor, the Estate, or its property without the need for any objection by the Debtor or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract and/or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtor's Executory Contracts and/or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with the appropriate Class herein.

C. Preexisting Obligations to the Debtor Under Executory Contracts and/or Unexpired Leases.

Rejection of any Executory Contract and/or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtor or Plan Administrator under such Executory Contracts and/or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtor, the Plan Administrator, and the Litigation Trustee expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties, indemnities, or continued maintenance obligations.

D. D&O Liability Insurance Policies.

Each of the Debtor's Insurance Contracts shall be deemed an Executory Contract and shall be automatically assumed or assumed and assigned by the Debtor, effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. Coverage for defense and indemnity under the D&O Liability Insurance Policies shall remain available to all individuals within the definition of "Insured" in the D&O Liability Insurance Policies. In addition, after the Effective Date, all officers, directors, agents, or employees of the Debtor who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the D&O Liability Insurance Policies (including any "tail" policy) in effect or purchased as of the Effective Date for the full term of such policy regardless of whether such officers, directors, agents, and/or

employees remain in such positions after the Effective Date, in each case, to the extent set forth in the D&O Liability Insurance Policies.

E. Reservation of Rights

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtor or any other party that any contract is in fact an Executory Contract or Unexpired Lease or that the Debtor have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory at the time of assumption and assignment or rejection, the Debtor shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract.

F. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by the Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Plan Administrator in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

G. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Modifications, amendments, supplements, and restatements to a prepetition Executory Contract and/or Unexpired Lease that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease.

IX. PROVISIONS GOVERNING DISTRIBUTIONS.

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the initial Distribution Date (or if a Claim is not an Allowed Claim on the initial Distribution Date, on the next Distribution Date after such Claim or Interest becomes an Allowed Claim), or as soon as is reasonably practicable thereafter, each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII thereof. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Disbursing Agent.

All Plan Distributions shall be made by the applicable Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Court. Additionally, in the event that the Disbursing Agent

is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Debtor.

C. Rights and Powers of Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all Plan Distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions thereof.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making Plan Distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Disbursing Agent shall have no obligation to recognize any ownership transfer of the Claims occurring on or after the Distribution Record Date. If a Claim, other than one based on a publicly traded security, is transferred twenty (20) or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date at the address for each such Holder as indicated on the Debtor's records as of the date of any such Plan Distribution; provided, however, that the manner of such Plan Distribution shall be determined at the discretion of the Plan Administrator or Litigation Trustee, as applicable; provided further, that to the extent a Proof of Claim has been filed, the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Undeliverable Distributions and Unclaimed Property

In the event that any Plan Distribution to any Holder of Allowed Claims is returned as undeliverable, no Plan Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such Plan Distribution shall be made to such Holder without interest; provided, however, that such Plan Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Plan Administrator, automatically and without need for a further order by the Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or Interest in property shall be discharged and forever barred.

4. Surrender of Canceled Instruments or Securities

On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of a certificate or instrument evidencing a Claim or an Interest shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtor, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any agreement that governs the rights of the Holder of a Claim or Interest or a trustee or agent under such documents, which shall continue in effect for purposes of allowing Holders to receive Plan Distribution under the Plan and maintaining priority of payment, and to preserve any applicable charging Liens and reimbursement and/or indemnification rights, in each case as set forth in the applicable certificates or instruments. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims or Interests that are Unimpaired under the Plan.

E. Manner of Payment.

All distributions of Cash to the Holders of the applicable Allowed Claims or Interests under this Plan shall be made by the Disbursing Agent on behalf of the Debtor. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, the applicable Disbursing Agent and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Plan Distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, such parties shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The applicable Disbursing Agent reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Any party entitled to receive a Plan Distribution shall, upon request, deliver to the withholding agent or such other Person designated by the applicable Disbursing Agent the appropriate IRS Form or other tax forms or documentation requested by applicable Disbursing Agent to reduce or eliminate any required federal, state, or local withholding. If the party entitled to receive such property as an issuance or distribution fails to comply with any such request for a one hundred eighty (180) day period beginning on the date after the date such request is made, the amount of such issuance or distribution shall irrevocably revert to the applicable Disbursing Agent, as applicable, and any Claim in respect of such distribution under the Plan shall be discharged and forever barred from assertion against such Debtor, the Plan Administrator, the Litigation Trust, or their respective property.

Notwithstanding the above, each Holder of an Allowed Claim 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 Plan Distribution.

G. Allocations.

Plan Distributions with respect to Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest, and then to any other remaining portion of such Claims.

H. Foreign Currency Exchange Rates.

Except as otherwise provided in a Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal*, National Edition, on the Effective Date.

I. Setoffs and Recoupments.

Except as expressly provided in the Plan, the Debtor, the Plan Administrator, and the Litigation Trust, as applicable, may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that the Plan Administrator or the Litigation Trust (as applicable) may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the Plan Administrator or the Litigation Trust (as applicable) and the Holder of the Allowed Claim; or (2) otherwise adjudicated by the Court or another court of competent jurisdiction, but shall not be required to set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim; provided, however, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Plan Administrator or the Litigation Trust or their applicable successor of any and all claims, rights, and Causes of Action that the Plan Administrator or Litigation Trust or their applicable successor may possess against the applicable Holder. In no event shall any Holder of a Claim be entitled to recoup such Claim against any claim, right, or Cause of Action of the Plan Administrator or Litigation Trustee, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing in accordance with Article XII.G thereof on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

J. Minimum Cash Distributions.

The Disbursing Agent shall not be required to make any distribution on account of an Allowed Claim that is less than one hundred dollars (\$100); provided that if no distribution is made to a Holder of an Allowed Claim pursuant to this section, the amount of such distribution shall be added to any subsequent distribution(s) to such Holder on account of such Allowed Claim until the distribution such Holder is entitled to is \$100 or higher.

K. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtor, the Plan Administrator, or the Litigation Trustee, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtor, the Plan Administrator, or the Litigation Trustee. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a Plan Distribution on account of such Claim and receives payment from a party that is not the Debtor, the Plan Administrator, or the Litigation Trustee on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the Plan Distribution to the Plan Administrator or Litigation Trustee, 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 the Plan. The failure of such Holder to timely repay or return such Plan Distribution shall result in the Holder owing the Plan Administrator or Litigation Trustee annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No Plan Distributions shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Debtor's Insurers agrees to pay in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction or otherwise settled), then immediately upon such Insurers' agreement, 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 Court.

3. Applicability of Insurance Contracts

Except as otherwise provided in the Plan, payments to Holders of Claims covered by Insurance Contracts shall be in accordance with the provisions of the applicable Insurance Contract and the Plan. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor or any Entity may hold against any other Entity, including Insurers under any Insurance Contract, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

L. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the DIP Orders, the Plan, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on such Claim.

X. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS.

A. Allowance of Claims

Except as otherwise set forth in the Plan, after the Effective Date, the Plan Administrator shall have and retain any and all rights and defenses the Debtor had with respect to any Claim immediately before the Effective Date. Except as specifically provided in the Plan or an order entered by the Court in the Chapter 11 Case, no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed in accordance with the Plan.

B. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Effective Date, the Plan Administrator shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises or other payments without any further notice to or action, order, or approval by the Court.

C. Estimation of Claims

Before or after the Effective Date, the Debtor or the Plan Administrator (as applicable) may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection.

Notwithstanding any provision otherwise herein, a Claim that has been expunged or disallowed from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars (\$0.00) unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the Debtor or the Plan Administrator (as applicable) may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

D. Adjustment to Claims Without Objection

Any duplicate Claim or any Claim that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Debtor or Plan Administrator without the Debtor or Plan Administrator having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim and without any further notice to or action, order, or approval of the Court.

E. Time to File Objections to Claims

Except as otherwise set forth herein, any objections to Claims shall be served and Filed by the Claim Objection Deadline. All Claims not objected to by the Claim Objection Deadline shall be deemed Allowed unless such deadline is extended upon approval of the Court.

F. Disputed Claims Process

All Claims of any Entity from which property is sought by the Debtor or Plan Administrator, as applicable, under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtor or Plan Administrator, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed Disputed 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. A Claim deemed Disputed pursuant to Article VII.F of the Plan shall continue to be Disputed for all purposes until the relevant proceeding against the Holder of such Claim has been settled or resolved by a Final Order and any sums due to the Debtor or the Plan Administrator from such holder have been paid.

G. Disallowance of Claims or Interests

All Claims of any Entity from which property is sought by the Debtor or Plan Administrator, as applicable, under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtor or Plan Administrator, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be Disallowed pursuant to section 502(d) of the Bankruptcy Code if: (1) the Entity, on the one hand, and the Debtor or Plan Administrator, as applicable, on the other hand, agree or the Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

Except as provided herein or otherwise agreed to by the Plan Administrator in their sole discretion, any and all Claims evidenced by Proofs of Claims Filed after the applicable Bar Date shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless such late Proof of Claim has been deemed timely-Filed by a Final Order.

H. Amendments to Proofs of Claim

On or after the earlier of (1) the Effective Date and (2) the Bar Date, a Proof of Claim may not be Filed or amended without prior authorization of the Court (or the written consent of the Plan Administrator), and any such new or amended Proof of Claim Filed that is not so authorized before it is Filed shall be deemed Disallowed in full without any further action.

I. No Transfers of Claims After Effective Date

After the Effective Date, no Holder of a Claim may sell, transfer, encumber, pledge or assign all or any part of its Claim unless such Holder and the applicable counterparty acknowledge

in writing that any Plan Distribution on account of such Claim shall be paid or distributed by the Disbursing Agent to the Holder of such Claim on the Distribution Date. Any purported sale, transfer, encumbrance, pledge or assignment by a Holder of a Claim in violation of Article VII.I of the Plan shall be null and void.

J. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, if any portion of a Claim is a Disputed Claim, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim; provided that if only the Allowed amount of an otherwise valid Claim is Disputed, such Claim shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount.

K. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim, satisfying the Allowed amount in full, in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the Plan Distribution to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals on account thereof. No interest shall accrue or be paid on any Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Claim.

XI. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS.

A. Discharge of Claims and Termination of Interests

Because the Debtor is liquidating, the Debtor is not entitled to a discharge of obligations pursuant to section 1141 of the Bankruptcy Code with regard to any holders of Claims or Interests.

B. Release of Liens

Except as otherwise provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Debtor or Plan Administrator, as applicable, and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Debtor, to release any collateral or other property of the Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Debtor or Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and Filing or recording of such releases. The presentation or Filing of the

Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtor or the Plan Administrator, as applicable, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Debtor or Plan Administrator, as applicable, shall be entitled to make any such filings or recordings on such Holder's behalf.

C. Release of Claims and Causes of Action

1. Releases by the Debtor and Its Estate¹⁷

Effective as of the Effective Date, pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtor, its Estate, and the Plan Administrator, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims and Causes of Action, and liabilities whatsoever, including any derivative claims, asserted by or assertable by or on behalf of any of the Debtor, its Estate, or the Plan Administrator, as applicable, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that the Debtor, its Estate, or the Plan Administrator would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtor, based on or relating to, or in any manner arising from, in whole or in part, the Debtor-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (b) any Causes of Action included in the Schedule of Retained Causes of Action.

¹⁷ Release provisions remain subject to ongoing review and modification, including as part of the Investigation.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtor, the Estate, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtor, its Estate, or the Plan Administrator asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. Release by Third Parties

Effective as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all claims, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or otherwise based on or relating to, or in any manner arising from, in whole or in part, the Debtor-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; (c) actual fraud, willful misconduct, or gross negligence as determined by a Final Order; or (d) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

D. Waiver of Statutory Limitations on Releases

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the Released Party. The releases contained in the Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

E. Exculpation

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party hereby is exculpated from any claim or Cause of Action related to, any act or omission in connection with, relating to, or arising out of the negotiation, solicitation, confirmation, execution, or implementation (to the extent on or prior to the Effective Date) of, as applicable, the Debtor-Related Matters 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 actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, an Exculpated Party shall be entitled to exculpation solely for actions taken from the Petition Date through the Effective Date, and the exculpation set forth above does not exculpate (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; or (b) any Causes of Action included in the Schedule of Retained Causes of Action.

F. Gatekeeper Provision

No party may commence, continue, amend, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, amending, or pursuing, a Cause of Action of any kind against the Released Parties or the Exculpated Parties that relates to, or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of, a Cause of Action subject to Article VIIIC and Article VIIE of the Plan without first (1) requesting a determination from the Bankruptcy Court, after notice and a hearing, that such Cause of Action represents a colorable claim against a Released Party or Exculpated Party, and is not a Claim that the Debtor released under the Plan, which request must attach the complaint or petition proposed to be filed by the requesting party; and (2)

obtaining from the Bankruptcy Court specific authorization for such party to bring such Cause of Action against any such Released Party or Exculpated Party. Any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Cause of Action is colorable and, only to the extent legally permissible, will have jurisdiction to adjudicate the underlying colorable Cause of Action.

G. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED UNDER THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED OR DISCHARGED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

H. Binding Nature of the Plan

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTOR, THE PLAN ADMINISTRATOR, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON ACQUIRING PROPERTY UNDER THE PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTOR AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, OR (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASE.

I. Reimbursement or Contribution

If the Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

XII. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN.

A. Conditions Precedent to the Effective Date.

The following shall be conditions precedent to the Effective Date (collectively, the “Conditions Precedent”):

1. The Court shall have entered the Confirmation Order.
2. The Debtor shall have obtained all regulatory approvals that are necessary to implement and effectuate the Plan.
3. The Plan Supplement and all of the schedules, documents, annexes, and exhibits contained therein shall have been Filed in a manner consistent in all material respects with the Plan.
4. The Transaction Documents, including the Litigation Trust Documents, if applicable, shall have been executed by the applicable parties thereto. The Plan Supplement documents shall have been satisfied or waived in accordance with the terms of such Plan Supplement documents.
5. The Professional Claim Reserve Account and Wind-Down Budget shall have been fully funded pursuant to the terms of the Plan.

B. Waiver of Conditions

The Debtor may waive any one or more of the Conditions Precedent to the Effective Date without notice, leave, or order of the Court.

C. Effect of Failure of Conditions

If Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtor, or Claims against, or Interests in, the Debtor; (2) prejudice in any manner the rights of the Debtor, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtor, any Holders of Claims or Interests, or any other Entity.

D. Substantial Consummation

“Substantial Consummation” of the Plan, as defined in section 1101(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

XIII. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN.

A. Modification and Amendments

Except as otherwise specifically provided in the Plan, the Debtor reserves the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan and the requirements of section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtor expressly reserves its rights to revoke or withdraw, or to alter, amend, or modify the Plan, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtor revokes or withdraws the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts and/or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by such Debtor or any other Entity.

XIV. RETENTION OF JURISDICTION.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Court shall retain jurisdiction over all matters arising out of, or relating to, the Chapter 11 Case and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cures pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed and assigned; and (3) any dispute regarding whether a contract is or was executory or expired;
4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
7. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement, except to the extent that a Plan Supplement document provides for exclusive jurisdiction and venue in another forum;
8. enter and enforce any order for the sale of property pursuant to sections 1123, or 1146(a) of the Bankruptcy Code, including the Confirmation Order;
9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;
11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K of the Plan;
13. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
14. determine any other matters that may arise in connection with or relate to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement, including the Transaction Documents, if applicable, except to the extent that any Plan Supplement document provides for exclusive jurisdiction and venue in another forum;
15. enter an order concluding or closing the Chapter 11 Case;
16. adjudicate any and all disputes arising from or relating to distributions under the Plan;
17. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Court order, including the Confirmation Order;
18. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
19. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan, including the Transaction Documents, except to the extent that any document provides for exclusive jurisdiction and venue in another forum;
20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
21. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article VIII of the Plan;

- 22. enforce all orders previously entered by the Court; and
- 23. hear any other matter not inconsistent with the Bankruptcy Code.

XV. MISCELLANEOUS PROVISIONS.

A. Immediate Binding Effect

Subject to Article IX.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtor, any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts or Unexpired Leases with the Debtor.

B. Dissolution of the Creditors' Committee

On the Effective Date, the Creditors' Committee will dissolve and the members thereof will be released and discharged from all duties and obligations arising from or related to this Chapter 11 Case; *provided*, that, after the Effective Date, the Creditors' Committee will continue to exist solely with respect to any applications for Professional Claims including preparing same, objecting to same, defending same and attending any hearing with respect to same.

C. Additional Documents

On or before the Effective Date, the Debtor may File with the Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtor, all Holders of Claims or Interests receiving Plan Distributions pursuant to the Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

D. Payment of Statutory Fees

All fees payable to the U.S. Trustee under 28 U.S.C. § 1930(a)(6) (including interest under 31 U.S.C. § 3717) as of the Confirmation Date will be paid on the Effective Date or as soon as reasonably practicable thereafter. Notwithstanding anything to the contrary in the Plan, such fees are not subject to an allowance procedure under 11 U.S.C. § 503(b), nor is the U.S. Trustee required to file a request for payment of such fees.

Following confirmation, the Plan Administrator shall pay quarterly fees to the U.S. Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6) (including interest under 31 U.S.C. § 3717); *provided* that if a final decree has not been entered and the Chapter 11 Case closed solely as a result of the Litigation Trust's ongoing activities, then such quarterly fees shall be paid by the Litigation Trust. Quarterly fees shall be payable for any case that is reopened. So long as the Debtor, Plan Administrator, or the Litigation Trust, as applicable, are required to

make these payments, the Debtor, Plan Administrator, or the Litigation Trust, as applicable, shall file with the Court quarterly reports in the form specified by the U.S. Trustee for that purpose.

E. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices

All notices, requests, and demands to or upon the Debtor to be effective shall be in writing (including by electronic email) 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 electronic email, when received and telephonically confirmed, addressed as follows:

Debtor	Counsel to the Debtor
Merit Street Media, Inc. 5501 Alliance Gateway Fwy, Fort Worth, TX 76177 Attention: Gary Broadbent, Chief Restructuring Officer	Sidley Austin LLP 2021 McKinney Avenue, Ste. 2000 Dallas, TX 75201 Attn: Thomas R. Califano and Jeri Leigh Miller Email: tom.califano@sidley.com, jeri.miller@sidley.com -and- 787 Seventh Avenue New York, NY 10019 Attn: Stephen H. Hessler and Patrick Venter Emails: shessler@sidley.com, pventer@sidley.com

U.S. Trustee	Counsel to the DIP Lender and Prepetition Bridge Lender
Office of the United States Trustee Earle Cabell Federal Building 1100 Commerce Street, Rm. 976 Dallas, TX 75242 Attention: Asher Bublick Email: Asher.Bublick@usdoj.com	Jackson Walker 1401 McKinney St., Suite 1900, Houston, Texas 77010 Attention: Matthew Cavanaugh and Bruce Ruzinsky Email: mcavanaugh@jw.com, bruzinsky@jw.com
Counsel to Creditors' Committee	
O'Melveny & Myers LLP 2801 North Harwood Street Suite 1600 Dallax, TX 75201-2692 Attn: Louis R. Strubeck, Jr., Gregory P. Wilkes, and Laura Smith Email: lstrubeck@omm.com, gwilkes@omm.com, lsmith@omm.com	

After the Effective Date, the Debtor have the authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtor is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in this Chapter 11 Case pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement

Except as otherwise indicated, the Plan (including, the documents and instruments in the Plan Supplement) supersedes 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.

J. Exhibits and Annexes

All exhibits, annexes, and documents attached hereto or included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits, annexes, and documents are Filed, copies of such exhibits, annexes, and documents shall be available upon written request to the Debtor's counsel at the address above or by downloading such exhibits, annexes, and documents from the Debtor's restructuring website at <https://dm.epiq11.com/case/meritstreetmedia> or the Court's website at www.txnb.uscourts.gov. To the extent any exhibit, annex, or document is inconsistent with the terms of the Plan, unless

otherwise ordered by the Court or otherwise specifically provided for in such exhibit, annex, or document, the non-exhibit, non-annex, or non-document portion of the Plan shall control.

K. Non-Severability of Plan Provisions

If prior to Confirmation, any term or provision of the Plan is held by the Court to be invalid, void, or unenforceable, the 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 will remain in full force and effect and will 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: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtor's consent; and (3) non-severable and mutually dependent.

L. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters.

M. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtor or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Court prior to the Confirmation Date.

N. Closing of Chapter 11 Case

After the full administration of the Chapter 11 Case, the Plan Administrator shall promptly File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022, a motion pursuant to Local Rule 3022-1(a), and any applicable order of the Bankruptcy Court to close the Chapter 11 Case.

XVI. CERTAIN U.S. FEDERAL INCOME TAX MATTERS RELATING TO THE PLAN.

A. Introduction.

Implementation of the Plan will have federal, state, local or foreign tax consequences to the Debtor and Holders of Claims or Interests. No tax opinion or ruling has been sought or will be obtained with respect to any tax consequences of the Plan, and the following discussion does not constitute and is not intended to constitute either a tax opinion or tax advice to any person.

The following discussion summarizes certain U.S. federal income tax consequences of the Plan to the Debtor and to certain Holders of Allowed Claims Class 4, 5, 7, and 8 Claims. Solely for purposes of this discussion, an Allowed Claim is only a Class 4, 5, 7, and 8 Claim and with respect to Class 6 – “Contract Litigation Claims”, each Holder is strongly urged to consult with his, her, or its own tax advisor regarding the applicable U.S. federal, state, local, and foreign income and other tax consequences. For purposes of this discussion, a “U.S. Holder” is a beneficial owner of an Allowed Class 4, 5, 7, and 8 Claim that is:

- an individual who is a citizen or resident of the United States for federal income tax purposes;
- a corporation (or other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income tax without regard to its source; or
- a trust (1) that is subject to the primary supervision of a United States court and the control of one or more United States persons, or (2) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

For purposes of this discussion, a “Non-U.S. Holder” is a beneficial owner (other than an entity treated as a partnership for U.S. federal income tax purposes) of an Allowed Class 4, 5, 7, and 8 Claim that is not a U.S. Holder.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds an Allowed Claim, the tax treatment of a partner or other investor in such partnership will generally depend upon the status of the partner or investor and the activities of the partnership. If you are a partner or other investor in a partnership holding an Allowed Claim or Interest, you should consult your tax advisors.

This discussion also assumes that each Holder holds the Allowed Claim as a capital asset under section 1221 of the Tax Code.

The summary provides general information only and does not purport to address all of the federal income tax consequences that may be applicable to the Debtor or to any particular Holder of an Allowed Claim or Interest in light of such Holder’s own individual circumstances. In particular, the summary does not address the federal income tax consequences of the Plan to Holders of Allowed Claims or Interests that may be subject to special rules, such as persons who are related to the Debtor within the meaning of the Tax Code, Holders liable for the alternative

minimum tax, U.S. Holders whose functional currency is not the U.S. dollar, governmental entities, Holders of Claims or Interests who are themselves in bankruptcy, insurance companies, financial institutions, regulated investment companies, small business investment companies, broker-dealers, persons who acquired Claims or Interests as part of a straddle, hedge, conversion transaction or other integrated transaction, or persons who acquired Claims or Interests in connection with the performance of services; partnerships or other pass-through entities (or investors therein), and tax-exempt organizations. The summary does not address foreign, state, local, estate or gift tax consequences of the Plan. Accordingly, this summary should not be relied upon for purposes of determining the specific tax consequences of the Plan with respect to a particular Holder of a Claim or Interest.

This summary assumes that the various debt and other arrangements to which the Debtor is a party will be respected for U.S. federal income tax purposes in accordance with their form. This summary does not discuss differences in tax consequences to Holders of Claims or Interests that act or receive consideration in a capacity other than any other Holder of a Claim or Interest of the same Class or Classes, and the tax consequences for such Holders may differ materially from that described below. This summary does not address the U.S. federal income tax consequences to Holders (a) of Class 6 Claims, (b) whose Claims or Interests are Unimpaired or (c) that are deemed to reject the Plan.

This summary is based on the Tax Code, the final, temporary and proposed Treasury Regulations promulgated thereunder, judicial decisions and administrative rulings and pronouncements of the Internal Revenue Service (“IRS”), all as in effect on the date hereof and all of which are subject to change (possibly with retroactive effect) by legislation, judicial decision or administrative action. Moreover, due to a lack of definitive authority, substantial uncertainties exist with respect to various tax consequences of the Plan.

The following discussion assumes that the Plan will be implemented as described herein and does not address the tax consequences if the Plan is not carried out. Furthermore, this discussion assumes that Holders of Claims only hold Claims in a single Class.

This summary of the U.S. federal income tax consequences of the Plan is not binding on the IRS, and no ruling will be sought or has been sought from the IRS with respect to any of the tax aspects of the Plan, no opinion of counsel has been obtained or will be obtained by the Debtor with respect thereto, and no tax opinion is given by this Disclosure Statement. The U.S. federal income tax consequences of certain aspects of the Plan may therefore be uncertain due to the lack of applicable legal authority and may be subject to administrative or judicial interpretations that differ from the discussion below.

The following discussion is not exhaustive and the U.S. federal income tax consequences to each Holder of an Allowed Claim will differ and will depend on factors specific to each such Holder, including (A) whether the Holder’s Allowed Claim (or portion thereof) constitutes a claim for principal or interest; (B) the origin of the Holder’s Allowed Claim; (C) whether the Holder reports income using the accrual or cash basis method; (D) whether the Holder receives distributions under the Plan in more than one taxable year; (E) whether the Holder has previously included in income any accrued but unpaid interest with respect to the Allowed Claim; and (F) whether the Holder has previously taken a bad debt deduction with respect to the Allowed

Claim or otherwise recognized a loss with respect to the Allowed Claim. The discussion is not a substitute for careful tax planning and professional tax advice based upon the individual circumstances of each Holder of an Allowed Claim. Accordingly, each Holder of an Allowed Claim is strongly urged to consult with its own tax advisor regarding the U.S. federal, state, local, and foreign income and other tax consequences of the Plan.

The tax consequences of the implementation of the Plan to each Holder of an Allowed Claims may differ from the tax consequences described below, depending on whether the Sale Transaction, are pursued, as well as the form, structure and terms of such Transaction, the determination of which has not yet been made. The Debtor expects to provide supplemental disclosures as they determine are necessary with respect to the tax consequences to the Holders of Allowed Claims or Interests after such determination has been made.

This summary is subject to change (possibly substantially) based on any subsequent changes to the Plan. The Debtor and its advisors may further modify, revise or supplement this summary and the other tax related sections of the Plan or this Disclosure Statement as necessary.

THE TAX CONSEQUENCES TO THE HOLDERS OF CLAIMS MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER. MOREOVER, THE TAX CONSEQUENCES OF CERTAIN ASPECTS OF THE PLAN ARE UNCERTAIN DUE TO THE LACK OF APPLICABLE LEGAL PRECEDENT AND THE POSSIBILITY OF CHANGES IN THE APPLICABLE TAX LAW. THERE CAN BE NO ASSURANCE THAT THE IRS WILL NOT CHALLENGE ANY OF THE TAX CONSEQUENCES DESCRIBED HEREIN, OR THAT SUCH A CHALLENGE, IF ASSERTED, WOULD NOT BE SUSTAINED. ACCORDINGLY, EACH HOLDER OF A CLAIM SHOULD CONSULT WITH ITS OWN TAX ADVISOR REGARDING THE FOREIGN, FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences to the Debtor.

1. The Sale Transaction and the Transfer of the Litigation Trust Causes of Action.

The proposed Sales contemplated by the Plan is expected to be treated as a taxable sale of the Debtor's assets for U.S. federal income tax purposes. As a result, the Debtor generally will recognize taxable gain or loss equal to the "amount realized" on the Sales, less the aggregate adjusted basis in the assets that are subject to the Sales. The amount realized on the Sales will generally be equal to the cash proceeds from the Sales or, in the case of a credit bid, the fair market value of the assets transferred in the credit bid. The U.S. federal income tax consequences of the Sales for the Debtor will also depend upon the availability of the Debtor's tax attributes, as described below, which the Debtor is still reviewing and analyzing.

2. Cancellation of Debt and Reduction of Tax Attributes.

In general, absent an exception, a taxpayer will realize and recognize cancellation of indebtedness income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. Under section 108 of the Tax Code, a

taxpayer will not, however, be required to include COD Income in gross income if the taxpayer is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding (the “Bankruptcy Exception”). The Debtor expects the consummation of the Plan will produce COD Income. Because the cancellation of the Debtor’s indebtedness will occur in a case brought under the Bankruptcy Code, the Debtor will be under the jurisdiction of the Bankruptcy Court in such case and the cancellation of the Claims will be pursuant to the Plan, the Debtor will not be required to include any COD Income realized as a result of the implementation of the Plan in taxable income under the Bankruptcy Exception.

Instead, as a consequence of such exclusion, a taxpayer-debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the Tax Code. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. In general, tax attributes will be reduced in the following order: (a) NOLs and carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets; (f) passive activity loss and credit carryovers; and (g) foreign tax credits carryovers. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact. Alternatively, a debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Tax Code.

The Debtor estimates that as of January 1, 2024, it had approximately \$30.1 million of federal net operating losses and the Debtor may generate additional losses as a result of the Sales. These losses and certain other of the Debtor’s tax attributes may be subject to reduction by reason of COD Income realized upon consummation of the Plan. The Debtor has not yet determined the amount of its tax attributes that will be reduced by COD Income. However, as the Debtor is expected to be wound down following the consummation of the Plan, any such tax attributes are not expected to have meaningful value.

C. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders of Allowed Claims Entitled to Vote on the Plan.

1. U.S. Federal Income Tax Consequences to U.S. Holders of Allowed Claims in Voting Classes.

In accordance with the Plan, each Holder of Allowed Claims may receive the proceeds from the transactions contemplated in the Plan. Each U.S. Holder of Allowed Claims will recognize gain or loss upon consummation of the Plan equal to the difference between the “amount realized” by such U.S. Holder and such U.S. Holder’s adjusted tax basis in his, her or its Claim (other than any tax basis attributable to accrued but unpaid interest and possibly accrued original issue discount (“OID”)). The amount realized will include the amount of any Cash received from the Debtor, less the amount (if any) allocable to accrued but unpaid interest, as discussed below under the heading “*Accrued Interest*.” Any such gain or loss realized by a U.S. Holder generally should constitute capital gain or loss to such U.S. Holder, if such Claim is a capital asset in the hands of such U.S. Holder. If an Allowed Claim is a capital asset and it has been held for more than one year, the U.S. Holder may realize long-term capital gain or loss. The deductibility of capital losses is subject to limitations. Each U.S. Holder of an Allowed Claim should consult its

own tax advisor to determine whether gain or loss recognized by such holder will be capital gain or loss and the specific tax effect thereof on such holder.

2. Accrued Interest

A U.S. Holder of an Allowed Claim generally will recognize ordinary income to the extent that such Holder receives Cash or property that is allocable to accrued but unpaid interest that such Holder has not yet included in its income. If an Allowed Claim includes interest, and if the U.S. Holder receives less than the amount of the Allowed Claim pursuant to the Plan, the U.S. Holder must allocate the Plan consideration between principal and interest. The Plan provides that all distributions to a U.S. Holder of an Allowed Claim will apply first to the principal amount of such Claim until such principal amount is paid in full and then to any interest accrued on such Claim. There is no assurance, however, that the IRS will respect this treatment and will not determine that all or a portion of amounts distributed to such U.S. Holder, and attributable to principal under the Plan, is properly allocable to interest. U.S. Holders of Allowed Claims are urged to consult their own tax advisors in this regard. If the Plan consideration allocable to interest with respect to an Allowed Claim is less than the amount that the U.S. Holder has previously included as interest income, the previously included but unpaid interest may be deducted, generally as a loss.

3. Market Discount.

If a U.S. Holder of an Allowed Claim purchased the Claim for an amount that is less than its stated redemption price at maturity, the amount of the difference may be treated as “market discount” for U.S. federal income tax purposes, unless the difference is less than a specified de minimis amount. Under the market discount rules, the U.S. Holder is required to treat any gain on the sale, exchange, retirement or other disposition of the Allowed Claim (or than in respect of a Claim for accrued but unpaid interest) as ordinary income to the extent of the market discount that the U.S. Holder has not previously included in income and which is treated as having accrued on the Allowed Claim at the time of its payment or disposition.

4. Bad Debt Deduction.

A U.S. Holder who receives in respect of an Allowed Claim an amount less than the U.S. Holder’s tax basis in the Claim may be entitled in the year of receipt (or in an earlier or later year) to a bad debt deduction in some amount under Tax Code section 166(a). The rules governing the character, timing and amount of bad debt deductions place considerable emphasis on the facts and circumstances of the U.S. Holder, the obligor and the instrument with respect to which a deduction is claimed. U.S. Holders of Allowed Claims, therefore, are urged to consult their tax advisors with respect to their ability to take such a deduction.

5. Medicare Surtax.

Subject to certain limitations and exceptions, U.S. Holders who are individuals, estates or trusts may be required to pay a 3.8% Medicare surtax on all or part of that U.S. Holder’s “net investment income,” which includes, among other items, dividends on stock and interest (including OID) on debt, royalties, and capital gains from the sale or other taxable disposition of

stock or debt. U.S. Holders should consult their own tax advisors regarding the effect, if any, of this surtax on their receipt of distributions pursuant to the Plan.

D. Tax Treatment of the Litigation Trust and Holders of Beneficial Interests Therein

1. Classification of the Litigation Trust as a Liquidating Trust

The Litigation Trust is intended to qualify as a “liquidating trust” for U.S. federal income tax purposes (other than with respect to any portion of the assets transferred to the Litigation Trust and allocable to, or retained on account of, Disputed General Unsecured Claims, as discussed below). In general, a liquidating trust is not a separate taxable entity but rather is treated for U.S. federal income tax purposes as a “grantor” trust (i.e., a pass-through entity). The IRS, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an IRS ruling as to the grantor trust status of a liquidating trust under a chapter 11 plan. The Litigation Trust will be structured with the intention of complying with such general criteria. Pursuant to the Plan, and in conformity with Revenue Procedure 94-45, all parties to the Litigation Trust (including, without limitation, the Debtor, Holders of Allowed Class 4, 5, and 7 receiving interests in the Litigation Trust, and the Litigation Trustee) will be required to treat the transfer of the Litigation Trust Assets to the Litigation Trust as (1) a transfer of the Litigation Trust Assets (subject to any obligations relating to those assets) directly to the Holders of Allowed Class 4, 5, and 7 receiving interests in the Litigation Trust (other than to the extent any of the Litigation Trust Assets are allocable to Disputed General Unsecured Claims), followed by (2) the transfer by such holders to the Litigation Trust of the Litigation Trust Assets in exchange for interests in the Litigation Trust. Accordingly, except in the event of contrary definitive guidance, Holders of Allowed Class 4, 5, and 7 receiving interests in the Litigation Trust (i.e., the Litigation Trust Beneficiaries) would be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Litigation Trust Assets transferred to the Litigation Trust (other than such Litigation Trust Assets as are allocable to Disputed General Unsecured Claims). Although the following discussion assumes that the Litigation Trust will be treated as a liquidating trust for U.S. federal income tax purposes, no ruling will necessarily be requested from the IRS concerning the tax status of the Litigating Trust as a grantor trust. Accordingly, there can be no assurance that the IRS will not take a contrary position to the classification of the Litigation Trust as a grantor trust. If the IRS were to successfully challenge such classification, the U.S. federal income tax consequences to the Litigation Trust and the Holders of Allowed Class 4, 5, and 7 receiving interests in the Litigation Trust could vary from those discussed herein. Certain U.S. federal income tax consequences of the Litigation Trust or portions thereof being treated as a “disputed ownership fund” within the meaning of Treasury Regulation section 1.468B-9 are also discussed below.

2. General “Liquidating Trust” Tax Reporting by the Litigation Trust (Other than With Respect to Disputed General Unsecured Claims) and Litigating Trust Beneficiaries

For all U.S. federal income tax purposes, all parties to the Litigation Trust (including, without limitation, the Debtors Holders of Allowed Class 4, 5, and 7 receiving interests in the Litigation Trust, and the Litigation Trustee) must treat the Litigation Trust as a grantor trust of which holders of beneficial interests in the Litigation Trust (as determined for U.S. federal income

tax purposes) are the owners and grantors. Accordingly, Holders of Allowed Class 4, 5, and 7 receiving interests in the Litigation Trust are treated for U.S. federal income tax purposes as the direct owners of an undivided interest in the Litigation Trust (other than any assets allocable to Disputed General Unsecured Claims), consistent with their economic interests therein. The Litigation Trustee will file tax returns for the Litigation Trust treating the Litigation Trust as a grantor trust pursuant to section 1.671-4(a) of the Treasury Regulations. The Litigation Trustee also will annually send to each holder of a beneficial interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the Litigation Trust as relevant for U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns.

All taxable income and loss of the Litigation Trust will be allocated among, and treated as directly earned and incurred by, holders of beneficial interests in the Litigation Trust with respect to such holder's undivided interest in the Litigation Trust Assets (and not as income or loss with respect to its prior Claims), with the possible exception of any taxable income and loss allocable to any assets allocable to, or retained on account of, Disputed General Unsecured Claims. The character of any income and the character and ability to use any loss will depend on the particular situation of the holder of Claims receiving interests in the Litigation Trust.

As soon as reasonably practicable after the transfer of the Litigation Trust Assets to the Litigation Trust, the Litigation Trustee will make a good faith valuation of the Litigation Trust Assets. All parties to the Litigation Trust (including, without limitation, the Debtor, Holders of Allowed Class 4, 5, 6, and 7 receiving interests in the Litigation Trust, and the Litigation Trustee) must report consistently with such valuation for all U.S. federal income tax purposes. The valuation will be made available, from time to time, as relevant for tax reporting purposes.

The U.S. federal income tax obligations of a U.S. Holder with respect to its beneficial interests in the Litigation Trust are not dependent on the Litigation Trust distributing any cash or other proceeds, subject to any portion(s) of the Litigation Trust allocable to Disputed General Unsecured Claims. Thus, U.S. Holders of Allowed Class 4, 5, and 7 receiving interests in the Litigation Trust may incur a U.S. federal income tax liability with respect to its allocable share of Litigation Trust's income even if the Litigation Trust does not make a concurrent distribution to the U.S. Holder. In general, other than in respect of cash retained on account of Disputed General Unsecured Claims, a distribution of cash by the Litigation Trust will not be separately taxable to a beneficial owner of the Litigation Trust since the beneficial owner is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by Litigation Trust). U.S. Holders are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of any subsequent distributions of cash originally retained by the Litigation Trust on account of Disputed General Unsecured Claims.

The Litigation Trust will comply with all applicable governmental withholding requirements. If any beneficiaries of the Litigation Trust are not U.S. persons, the Litigation Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a

lower treaty rate). Non-U.S. Holders are urged to consult their tax advisors with respect to the U.S. federal income tax consequences of the Plan, including owning an interest in the Litigation Trust.

3. Tax Reporting for the Litigation Trust Assets Allocable to Disputed General Unsecured Claims

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of an IRS private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee (A) may elect to treat any of the Litigation Trust Assets allocable to, or retained on account of, Disputed General Unsecured Claims (a “Disputed Claims Reserve”) as a “disputed ownership fund” governed by section 1.468B-9 of the Treasury Regulations, if applicable, and (B) to the extent permitted by applicable law, will report consistently for state and local income tax purposes.

Accordingly, if a “disputed ownership fund” election is made with respect to a Disputed Claims Reserve, such reserve will be subject to tax annually on a separate entity basis on any net income earned with respect to such assets (including any gain recognized upon the disposition of such assets). All distributions from such reserves will be treated as received by holders in respect of their Claims as if distributed by the Debtors. All parties to the Litigation Trust (including, without limitation, the Debtor, Holders of Allowed Class 4, 5, and 7 receiving interests in the Distribution Trust, and the Distribution Trustee) will be required to report for tax purposes consistently with the foregoing.

E. Certain U.S. Federal Income Tax Consequences of the Plan to Non-U.S. Holders of Allowed Claims Entitled to Vote on the Plan.

Whether a Non-U.S. Holder of Allowed Claims realizes gain or loss on the consummation of the Plan and the amount of such gain or loss is determined in the same manner as set forth above in connection with U.S. Holders.

1. Gain Recognition

Any gain recognized by a Non-U.S. Holder of Allowed Claims generally will not be subject to U.S. federal income tax with respect to property (including Cash) received in exchange for such Claim, unless:

- such Non-U.S. Holder is engaged in a trade or business in the United States to which such gain is “effectively connected” for U.S. federal income tax purposes (and, if required, by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment or fixed base in the United States to which gain is attributable); or
- if such Non-U.S. Holder is an individual, such Holder is present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met.

Gain described in the first situation above generally will be subject to U.S. federal income tax on a net income basis at the regular rates. A Non-U.S. Holder that is a foreign corporation also may be subject to a branch profits tax at a rate of 30 percent (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

Gain described in the second situation above will be subject to U.S. federal income tax at a rate of 30 percent (or such lower rate specified by an applicable income tax treaty), which may be offset by certain U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

2. Interest on Allowed Claims

Payments to a Non-U.S. Holder that are attributable to accrued but untaxed interest on its Claim generally will not be subject to U.S. federal income or withholding tax, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person, unless:

- a.** the Non-U.S. Holder actually or constructively owns 10 percent or more of the total combined voting power of all classes of the Debtor's stock entitled to vote (after application of certain attribution rules);
- b.** the Non-U.S. Holder is a "controlled foreign corporation" that is a "related person" with respect to the Debtor as described in Section 881(c)(3)(C) of the IRC;
- c.** the Non-U.S. Holder is a bank receiving interest described in Section 881(c)(3)(A) of the IRC; or
- d.** such interest is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment or fixed base of the Non-U.S. Holder (in which case, provided the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are

attributable to the accrued but untaxed interest at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A Non-U.S. Holder that does not qualify for exemption from withholding tax pursuant to clauses (a)–(d) above generally will be subject to withholding of U.S. federal income tax on such interest or imputed interest at a 30 percent rate (or at a reduced rate or exemption from tax under an applicable income tax treaty). To claim such treaty exemption, the Non-U.S. Holder must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) claiming a reduction in or exemption from withholding tax under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established. For purposes of providing a properly executed IRS Form W-8BEN or W-BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

The certifications described above must be provided to the applicable withholding agent prior to the payment of interest and must be updated periodically. Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

3. Information Reporting and Backup Withholding.

The Debtor will withhold all amounts required by law to be withheld from payments of interest. The Debtor will comply with all applicable reporting requirements of the Tax Code. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim or Interest. Additionally, backup withholding, currently at a rate of 24 percent, will generally apply to such payments unless a Holder (1) is a person exempt from backup withholding and, when required, demonstrates this or (2) timely provides a correct taxpayer identification number ("TIN") (generally in the form of a properly executed IRS Form W-9 (or a suitable substitute form) for a U.S. Holder, or applicable IRS Form W-8 (or a suitable substitute form) for a Non-U.S. Holder (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption) and timely provides the other information, makes the representations required by such form and complies with the other requirements of the backup withholding rules. A Holder that does not timely provide a correct TIN also may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against such Holder's U.S. federal income tax liability and may entitle such Holder to a refund from the IRS, provided that the required information is provided to the IRS.

In addition, from an information reporting perspective, U.S. Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds.

Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

4. FATCA.

Under Sections 1471 to 1474 of the Tax Code (commonly referred to as the Foreign Account Tax Compliance Act ("FATCA")), unless otherwise subject to an exception, foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to 30% withholding on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S. source payments of fixed or determinable, annual or periodical income (including interest). FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding tax.

Each Non-U.S. Holder should consult its own tax advisor regarding the possible impact of these rules, including the availability of an exemption on such Non-U.S. Holder's ownership of the consideration being received under the Plan.

5. Importance of Obtaining Professional Tax Assistance.

The foregoing is intended to be only a summary of certain U.S. federal income tax consequences of the Plan and is not a substitute for careful tax planning with a tax professional. The U.S. federal, state, local, and foreign income and other tax consequences of the Plan are complex and in some cases uncertain. Such consequences may also vary based on the individual circumstances of each Holder of an Allowed Claim or Interest. Accordingly, each Holder of an Allowed Claim or Interest is strongly urged to consult with his, her, or its own tax advisor regarding the U.S. federal, state, local, and foreign income and other tax consequences of the Plan.

XVII. RISK FACTORS IN CONNECTION WITH THE PLAN.

The following provides a summary of various important considerations and risk factors associated with the Plan; however, it is not exhaustive. There are risks, uncertainties, and other important factors that could cause the Debtor's actual performance or achievements to be materially different from those they may project and the Debtor undertakes no obligation to update any such statement.

A. Delays and Risks Associated with the Plan.

1. Non-Confirmation or Delay of Confirmation of the Plan.

Although the Debtor asserts that the Plan satisfies all of the requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications to the Plan will not be required for Confirmation, or that such modifications would not necessitate the solicitation, as applicable, of votes to accept the Plan, as modified.

Moreover, the Debtor can make no assurances that they will receive the requisite acceptances to confirm the Plan. Even if all Voting Classes vote in favor of the Plan or the requirements for “cram down” are met with respect to any Class that rejects the Plan or is deemed to reject the Plan, the Bankruptcy Court may exercise discretion as a court of equity and choose not to confirm the Plan. If the Plan is not confirmed, it is unclear what distributions Holders of Claims or Interests would ultimately receive with respect to their Claims or Interests in a subsequent plan of reorganization or otherwise,

2. Amounts of Allowed Claims May Adversely Affect the Recovery of Some Holders of Allowed Claims.

If the Transactions are not implemented, the Debtor will consider all available restructuring alternatives, including filing an alternative chapter 11 plan, converting to a chapter 7 plan, and any other transaction that would maximize the value of the Debtor’s Estate. The terms of any alternative restructuring proposal may be less favorable to holders of Claims against and Interests in the Debtor than the terms of the Plan as described in this Disclosure Statement.

Any material delay in the Confirmation of the Plan, the Chapter 11 Case, or the threat of rejection of the Plan by the Bankruptcy Court would add substantial expense and uncertainty to the process.

The uncertainty surrounding a prolonged Chapter 11 Case would have other adverse effects on the Debtor. For example, it would adversely affect:

- the Debtor’s ability to raise capital;
- The Debtor’s ability to market and consummate a sale of its assets;
- the Debtor’s liquidity, including need for supplemental DIP financing;
- the Debtor’s business relationships with customers and vendors.

3. Objections to the Plan’s Classification of Claims and Interests.

There is no guarantee that the Bankruptcy Court will agree with the classification of Claims and Interests as proposed by the Plan. Section 1122 of the Bankruptcy Code provides that a chapter 11 plan may place a claim or an equity interest in a particular class only if that claim or interest is substantially similar to the other claims or interests in that class. As is described herein, the Debtor believes that the Plan’s classification of Claims and Interests complies with the requirements under the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

4. The Conditions Precedent to the Effective Date May Not Occur.

As set forth in Article IX of the Plan, the Confirmation and Effective Date of the Plan are subject to a number of conditions precedent. If such conditions precedent are not waived or not met, the Confirmation and Effective Date of the Plan will not take place. In the event that the

Effective Date does not occur, the Debtor may seek confirmation of a new plan or be forced to pivot to a chapter 7 liquidation.

5. Failure to Satisfy Voting Requirements.

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtor intends to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtor may need to seek to confirm an alternative chapter 11 plan or transaction. There can be no assurance that the terms of any such alternative chapter 11 plan or other transaction would be similar or as favorable to the holders of Interests and Allowed Claims as those proposed in the Plan and the Debtor does not believe that any such transaction exists or is likely to exist that would be more beneficial to the Estate than the Plan.

6. Inability to Secure Nonconsensual Confirmation Over Certain Impaired, Non-Accepting Classes.

In the event that any Impaired Class of Claims does not accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan at the Debtor's request if at least one Impaired Class has accepted the Plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each Impaired Class that has not accepted the Plan, the Bankruptcy Court determines that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting Impaired Class(es). The Debtor believes that there will be at least one Impaired Class that accepts the Plan consistent with the provisions of the Bankruptcy Code, and that the Plan satisfies these requirements, and the Debtor may request such nonconsensual confirmation in accordance with section 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusions. In addition, the pursuit of nonconsensual confirmation of the Plan may result in, among other things, increased administrative expenses.

7. Objections to the Amount or Classification of a Claim.

Except as otherwise provided in the Plan, the Debtor reserves the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

8. Conversion to Chapter 7 or Dismissal of this Chapter 11 Case

The Debtor's Chapter 11 Case currently faces the Motion to Dismiss and the PBR Joinder, which request dismissal of this Chapter 11 Case, appointment of a chapter 11 trustee, or conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code. Although the Debtor asserts that dismissal and conversion are not appropriate, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a

case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the Debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtor believes that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (b) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation.

9. No Legal or Tax Advice is Provided to You by This Disclosure Statement.

This Disclosure Statement is not legal or tax advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice, and are not personal to any person or entity. Each Holder of a Claim or an Interest should consult his or her own legal counsel and accountant with regard to any legal, tax, and other matters concerning his or her Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than as a disclosure of certain information regarding the Debtor and the Plan and to determine whether to complete an Opt-In Form or object to confirmation of the Plan.

10. Failure to Obtain Approval of Releases, Injunctions, and Exculpation.

The Debtor understand that certain parties may believe that they have valid objections to the release and exculpation provisions in the Plan. The Debtor and Non-Company Parties believe that any such objection is without merit; however, in the event that such objection is sustained by the Bankruptcy Court and such release and/or exculpation provisions are modified or stricken from the Plan, the Non-Company Parties may withdraw their support for the Plan, which may result in the Debtor being unable to confirm the Plan or any other chapter 11 plan.

B. Allowance of Claims.

This Disclosure Statement has been prepared based on preliminary information concerning the Debtor's books and records. The actual amount of Allowed Claims may differ from the Debtor's current estimates.

C. Risks Related to Recoveries Under the Plan.

1. Recoveries Subject to Contingencies.

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be

incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtor cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

2. The Amounts of Allowed Claims May Adversely Affect the Recovery of Some Holders of Allowed Claims.

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, the amount of Allowed Administrative Claims, Priority Tax Claims, Other Secured Claims, and Other Priority Claims, thereby reducing the amount of distributions available for other Holders of Allowed Claims. The Debtor cannot determine with any certainty at this time the number or amount of such Claims that will ultimately be Allowed. Thus, the projected recoveries for Holders of Allowed Claims disclosed in this Disclosure Statement are highly speculative.

3. Any Valuation of Any Assets to be Distributed Under the Plan is Speculative.

Any valuation of any of the assets to be distributed under the Plan is necessarily speculative, including but not limited to with respect to the Litigation Assets. Accordingly, the ultimate value, if any, of these assets could materially affect, among other things, recoveries to the Holders of Allowed Claims.

4. The Debtor Cannot Guarantee the Timing of the Distributions.

The timing of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, the Debtor cannot guarantee the timing of any recovery on an Allowed Claim.

5. Certain Tax Implications of the Debtor's Bankruptcy.

Holders of Allowed Claims should carefully review Article XVI of this Disclosure Statement, "Certain Tax Matters Relating to the Plan," for a description of certain tax implications of the Plan and the Debtor's Chapter 11 Case.

D. Risks Related to the Debtor's Businesses.

1. The Debtor Will be Subject to the Risks and Uncertainties Associated with the Chapter 11 Case.

For the duration of the Chapter 11 Case, the Debtor's ability to consummate the Transactions contemplated by the Plan will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (a) ability to obtain Bankruptcy Court approval with respect to motions Filed in the Chapter 11 Case from time to time; (b) ability to enter into and close a value maximizing Sale; (c) ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtor to propose and confirm a

chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Case to chapter 7 proceedings; and € the actions and decisions of the Debtor's creditors and other third parties who have interests in the Chapter 11 Case that may be inconsistent with the Debtor's plans.

These risks and uncertainties could affect the Debtor's businesses and operations in various ways. For example, negative events associated with the Chapter 11 Case could adversely affect the Debtor's relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the Debtor's Sales. Also, the Debtor will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtor's ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtor cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtor's plans.

2. Operating in Bankruptcy for a Long Period of Time May Harm the Debtor's Business.

A long period of operations under Bankruptcy Court protection could have a material adverse effect on the Debtor's marketing and sale of their assets. So long as the proceedings related to the Chapter 11 Case continue, senior management will be required to spend a significant amount of time and effort dealing with the Chapter 11 Case instead of focusing exclusively on maximizing the value of the assets through a sale. A prolonged period of operating under Bankruptcy Court protection also may make it more difficult to retain key personnel necessary to the success of the Debtor's sale process.

So long as the proceedings related to the Chapter 11 Case continue, the Debtor will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Case.

3. The Debtor's Business is Subject to Various Laws and Regulations that May Adversely Affect the Cost, Manner, or Feasibility of Doing Business.

The Debtor's operations are subject to various federal, state and local laws and regulations. The Debtor may be required to make large expenditures to comply with such regulations. Failure to comply with these laws and regulations may result in the suspension or termination of operations and subject the Debtor to administrative, civil and criminal penalties, which could have a material adverse effect on the recoveries set forth in the Plan.

4. The Loss of Key Personnel Could Adversely Affect the Debtor's Operations.

The Debtor's operations are dependent on a relatively small group of experienced personnel. Because competition for experienced personnel can be significant, the Debtor may be unable to find acceptable replacements with comparable skills and experience and the loss of such key management personnel could adversely affect the Debtor's ability to operate its business for the benefit of maximizing value during the Chapter 11 Case.

E. Disclosure Statement Disclaimer.

1. The Financial Information Contained in This Disclosure Statement Has Not Been Audited.

In preparing this Disclosure Statement, the Debtor and its advisors relied on financial data derived from the Debtor's books and records that was available at the time of such preparation. Although the Debtor has used its reasonable business judgment to ensure the accuracy of the financial information, and any conclusions or estimates drawn from that financial information, provided in this Disclosure Statement, and although the Debtor believes that the financial information herein fairly reflects the financial condition of the Debtor, the Debtor is unable to warrant that the financial information contained herein, or any conclusions or estimates drawn therefrom, is without inaccuracies.

2. Information Contained in This Disclosure Statement Is for Soliciting Votes.

This information contained in this Disclosure Statement is for the purpose of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

3. This Disclosure Statement Was Not Reviewed or Approved by the SEC.

This Disclosure Statement was not filed with the SEC under the Securities Act or applicable state securities laws. Neither the SEC nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement or the exhibits or the statements contained in this Disclosure Statement.

4. This Disclosure Statement May Contain Forward-Looking Statements.

This Disclosure Statement may contain "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. Statements containing words such as "may," "believe," "anticipate," "expect," "intend," "plan," "project," "projections," "business outlook," "estimate," or similar expressions constitute forward-looking statements and may include, without limitations, information regarding the Debtor's expectations with respect to future events. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those risks described in this Article.

5. No Legal or Tax Advice Is Provided to You by This Disclosure Statement.

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or an Interest should consult his or her own legal counsel, accountant or other applicable advisor with regard to any legal, tax and other matters concerning his, her or its Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

6. No Admissions Made.

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any entity (including, without limitation, the Debtor) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtor, Holders of Allowed Claims or Interests, or any other parties in interest.

7. Failure to Identify Potential Objections.

No reliance should be placed on the fact that a particular Cause of Action or potential objection to a particular Claim or Interest is, or is not, identified in this Disclosure Statement. The Litigation Trustee may, pursuant to the Plan, object to applicable Claims or Interests after the Effective Date of the Plan irrespective of whether this Disclosure Statement identifies a particular Cause of Action or objection to a Claim.

8. No Waiver of Right to Object or Right to Recover Transfers and Assets.

The vote by a Holder of a Claim or Interest for or against the Plan does not constitute a waiver or release of any claims, causes of action or rights of the Debtor (or any entity, as the case may be) to object to that Holder's Claim or Interest, or recover any preferential, fraudulent or other voidable transfer of assets, regardless of whether any claims or causes of action of the Debtor or its Estate are specifically or generally identified in this Disclosure Statement.

9. Information Was Provided by the Debtor and Was Relied Upon by the Debtor's Advisors.

The Debtor's advisors have relied upon information provided by the Debtor in connection with the preparation of this Disclosure Statement. Although the Debtor's advisors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not independently verified the information contained in this Disclosure Statement.

10. Potential Exists for Inaccuracies, and the Debtor Has No Duty to Update.

The statements contained in this Disclosure Statement are made by the Debtor as of the date of this Disclosure Statement, unless otherwise specified in this Disclosure Statement, and the delivery of this Disclosure Statement after the date of this Disclosure Statement does not imply that there has not been a change in the information set forth in this Disclosure Statement since that date. While the Debtor has used its reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtor nonetheless cannot, and does not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtor may subsequently update the information in this Disclosure Statement, the Debtor has no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

11. No Representations Outside this Disclosure Statement.

No representations concerning or relating to the Debtor, the Chapter 11 Case, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to counsel to the Debtor and the U.S. Trustee.

XVIII. RESERVATION OF RIGHTS.

The foregoing discussion is subject to change (possibly substantially) based on, among other things, subsequent changes to the Plan and events that may subsequently occur that may impact the timeline for the transactions contemplated by the Plan. The Debtor and the Debtor's advisors reserve the right to modify, revise, or supplement this discussion and other tax related sections of the Plan and Disclosure Statement in accordance with the terms of the Plan and the Bankruptcy Code.

XIX. RECOMMENDATION AND CONCLUSION.

For all the reasons set forth in this Disclosure Statement, the Debtor believes the Confirmation and Consummation of the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtor's creditors than would otherwise result in any other scenario. In addition, any alternative to confirmation of the Plan could result in extensive delays and increased administrative expense. Consequently, the Debtor urges all Holders of Claims in Classes 4, 5, 6, 7, and 8, the only Classes entitled to vote on the Plan, to vote to accept the Plan and to evidence their acceptance by duly completing and returning their Ballots so that they will be received on or before the Voting Deadline.

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Dated: September 15, 2025

Merit Street Media, Inc.

/s/ Gary Broadbent

Name: Gary Broadbent

Title: Chief Restructuring Officer

EXHIBIT A

PLAN

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

MERIT STREET MEDIA, INC.,¹

Debtor.

Chapter 11

Case No. 25-80156 (SWE)

**CHAPTER 11 PLAN OF
MERIT STREET MEDIA, INC.**

Dated: September 15, 2025

¹ The last four digits of the Debtor's federal tax identification number are 8990. The Debtor's mailing address is 5501 Alliance Gateway Fwy, Fort Worth, TX 76177.

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Merit Street Media, Inc., as debtor and debtor in possession (the “Debtor”) proposes this chapter 11 plan, including the exhibits hereto and the Plan Supplement (as may be amended or modified from time to time, the “Plan”) for the resolution of the outstanding claims against, and equity interests in, the Debtor. Holders of Claims or Interests may refer to the Disclosure Statement for a discussion of the Debtor’s history, business, assets, results of operations, historical financial information, risk factors, marketing process, a summary and analysis of this Plan, and certain related matters.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY.

ARTICLE I. DEFINED TERMS AND RULES OF INTERPRETATION

A. Defined Terms

As used in this Plan, capitalized terms have the meanings set forth below.

“Administrative Expense Claim(s)” means a Claim for costs and expenses of administration of the Chapter 11 Case arising on or after the Petition Date and until and including the Effective Date that is allowable under section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2) or 507(b) of the Bankruptcy Code that has not already been paid, including: (a) the actual and necessary costs and expenses of preserving the Estate and operating the Debtor’s business; (b) the Professional Claims; and (c) all fees and charges assessed against the Estate pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

“Administrative Expense Claims Bar Date” means the deadline for Filing requests for payment of Administrative Expense Claims, which: (a) with respect to General Administrative Expense Claims other than those that were accrued in the ordinary course of business, shall be thirty (30) days after the Effective Date; and (b) with respect to Professional Claims, shall be forty-five (45) days after the Effective Date, unless otherwise ordered by the Court.

“Affiliate(s)” has the meaning set forth in section 101(2) of the Bankruptcy Code. With respect to any Person or Entity that is not a Debtor, the term “Affiliate” shall apply to such Person or Entity as if the Person or Entity were a Debtor.

“Allowed” means a Claim or Interest (or portion thereof) that (a) is listed in the Schedules, which may be amended by the Debtor, as neither disputed, contingent, nor unliquidated and with respect to which no claim objection or contrary or superseding Proof of Claim has been Filed, and that has not been paid pursuant to an order of this Court or otherwise satisfied prior to the Effective Date; (b) is evidenced by a Proof of Claim Filed on or before the applicable Bar Date for which no objection has been Filed on or before the Claims Objection Deadline; (c) is not the subject of an objection to allowance that was Filed on or before the Claim Objection Deadline that has not been settled, waived, withdrawn, or denied pursuant to a Final Order; or (d) is expressly allowed (i) pursuant to a Final Order, (ii) pursuant to an agreement between the Holder of such Claim or Interest and the Debtor, or (iii) pursuant to the terms of this Plan; provided, however that proofs of interest need not be Filed with respect to any Interest. A Claim evidenced by a Proof of Claim

Filed after the applicable Bar Date shall not be Allowed for any purpose whatsoever absent entry of a Final Order allowing such late-Filed Claim.

“Assumption and Assignment Notice” means the notice to be sent to each non-Debtor counterparty to a relevant Executory Contract or Unexpired Lease regarding the potential assumption and assignment of certain contracts and the Debtor’s calculation of the amount necessary to cure any monetary defaults under such contract, in accordance with the Bid Procedures Order.

“Assumption and Assignment Procedures” means the assumption and assignment procedures set forth in the in the Bid Procedures Order for Executory Contracts and Unexpired Leases.

“Available Cash” means the aggregate sum of, as applicable, (a) all Cash or Cash equivalents of the Debtor, including, without limitation, (i) any Net Sale Proceeds and (ii) all proceeds from the monetization, liquidation, and/or transaction of any kind on account of, or in connection with, any of the Debtor’s assets to the extent not monetized or liquidated through the foregoing clauses (i)-(ii), less (b) (i) the amount of cash necessary to pay Allowed Administrative Expense Claims (excluding any Priority Tax Claims that will be paid in the ordinary course of business under this Plan), Allowed DIP Claims, if applicable, and Allowed Professional Fee Claims in accordance with the Plan, (ii) the GUC Recovery Pool, (iii) any Litigation Trust Funding, (iv) payment of all statutory fees payable under section 1930 of chapter 123 of title 28 of the United States Code, and (v) funding and maintenance of the Wind-Down Budget and any reserves required under the Plan, any agreement, or applicable law; provided that Available Cash shall not include Litigation Trust Proceeds.

“Ballot” means the applicable form or forms of ballots distributed to each Holder of an Impaired Claim entitled to vote on the Plan on which the Holder indicated either acceptance or rejection of the Plan and, where applicable, any election for such treatment under the Plan.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as in effect on the Petition Date, together with all amendments, modifications, and replacements of the foregoing that are made retroactive to the Petition Date, as the same may exist on any relevant date to the extent applicable to the Chapter 11 Case.

“Bankruptcy Rule(s)” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the United States Code and the general, local, and chambers rules of the Court, each as amended from time to time.

“Bar Date” means, (a) with respect to any Entity that is not a Governmental Unit, September 12, 2025, and (b) with respect to a Governmental Unit, December 29, 2025, each of which were the dates set by the *Order (I) Setting Bar Dates for Filing Proofs of Claim; (II) Approving Form and Manner for Filing Proofs of Claim; (III) Approving Notice of Bar Dates, and (IV) Granting Related Relief* [Docket No. 249] as the date by which Proofs of Claim must be Filed with respect to Claims other than Administrative Expense Claims or other Claims for which the Court enters an order excluding the Holders of such Claims from the requirement of Filing Proofs of Claim by such date.

“Bid Procedures” means those certain bidding procedures set forth as Exhibit 1 to the Bid Procedures Order, as such procedures may be amended from time to time thereafter in accordance with the Bid Procedures Order.

“Bid Procedures Order” means the Order (I)(A) *Approving Bidding Procedures and the Form and Manner of Notice Thereof*, (B) *Authorizing the Selection of a Stalking Horse Bidder*, (C) *Establishing Bid Deadlines and Scheduling Auction and Sale Hearing*, and (D) *Establishing Certain Assumption and Assignment Procedures and Approving the Manner of Notice Thereof*; (II)(A) *Authorizing the Sale of the Assets Free and Clear of All Encumbrances*, and (B) *Approving the Assumption and Assignment of the Assumed Contracts*; and (III) *Granting Related Relief* [Docket No. •].

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of Texas.

“Cash” means cash in legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

“Causes of Action” means any Claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment; (b) claims under contracts or for breaches of duties imposed by law; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any claim under any state or foreign law, including, without limitation, any fraudulent transfer or similar claim.

“Chapter 11 Case” means the case filed by the Debtor under chapter 11 of the Bankruptcy Code under the caption *In re Merit Street Media, Inc.*, No. 25-80156 (SWE) pending in the Court.

“Claim(s)” means any claim, as defined in section 101(5) of the Bankruptcy Code, against the Debtor.

“Claim Objection Deadline” means the deadline for Filing an objection to any Claim, which deadline shall be three hundred sixty-five (365) days after the Effective Date, subject to any extensions approved upon presentment of an order by the Plan Administrator to the Court; provided however, that the Claim Objection Deadline shall not apply to any Claims Filed after the applicable Bar Date.

“Claims and Balloting Agent” means Epiq Corporate Restructuring LLC, the notice, claims, and solicitation agent retained by the Debtor in this Chapter 11 Case.

“Claims Register” means the official register of Claims maintained by the Claims and Balloting Agent.

“Class” means a category of Holders of Claims or Interests pursuant to sections 1122(a) and 1123(a) of the Bankruptcy Code.

“CM/ECF” means the Court’s Case Management and Electronic Case Filing system.

“Conditions Precedent” has the meaning set forth in Article IX herein.

“Confirmation” means the entry of the Confirmation Order on the docket of this Chapter 11 Case.

“Confirmation Hearing” means the hearing(s) before the Court under section 1128 of the Bankruptcy Code at which the Debtor seeks entry of the Confirmation Order.

“Confirmation Order” means the order of the Court confirming this Plan under section 1129 of the Bankruptcy Code.

“Consummation” means the occurrence of the Effective Date.

“Contract Litigation Claims” means all Claims against the Debtor arising out of or relating to breach-of-contract litigation, including all Claims held by PBR against the Debtor.

“Convenience Claim” means a scheduled or filed General Unsecured Claim in amount of \$100,000.00 or less; *provided*, that a holder of a General Unsecured Claim that is in an amount greater than \$100,000 may voluntarily and irrevocably elect, as evidenced by checking the applicable box on such Holder’s ballot, to have such Claim irrevocably reduced to an amount of \$100,000 or less and treated as a Convenience Claim.

“Court” or “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

“Creditors’ Committee” means the statutory committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Case pursuant to section 1102 of the Bankruptcy Code.

“Cure” means payment of all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contracts or Unexpired Leases (or such lesser amount as may be agreed upon by the parties to the Executory Contract or Unexpired Lease) that are to be assumed and assigned by the Debtor pursuant to section 365 or 1123 of the Bankruptcy Code.

“Cure Notice” means one or more notices (and any supplements, modifications, or amendments thereto), including without limitation, the *Notice of (I) Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and (II) Cure Amounts* [Docket No. 155] and *Supplemental Notice of (I) Potential Assumption and Assignment Of Executory Contracts and Unexpired Leases and (II) Cure Amounts* [Docket No. 183].

“D&O Liability Insurance Policies” means all insurance policies that have been issued (or provide coverage) at any time to the Debtor (or any of their predecessors) for directors’, managers’, and officers’ liability (including any “tail policy” or run-off coverage) and all agreements, documents, or instruments relating thereto.

“Debtor” has the meaning ascribed to it in the recitals.

“Debtor-Related Matters” means anything related to the Debtor (including the management, ownership, or operation thereof), the purchase, sale, amendment, or rescission of any Claim against or Interest in the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtor’s in-or out-of-court restructuring efforts, the Debtor’s intercompany transactions, the Chapter 11 Case and any related adversary proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or Filing of, as applicable, the Chapter 11 Case, the DIP Documents, the Definitive Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the foregoing (including, for the avoidance of doubt, any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to 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 related or relating to any of the foregoing taking place on or before the Effective Date.

“Debtor Release” means the release of the Debtor Released Parties as provided for in Article VIII.C.

“Debtor Releasing Parties” shall have the meaning ascribed to such term in Article VIII.C.1 herein.

“DIP Claims” means all Claims held by the DIP Lender on account of, arising under or relating to the DIP Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges arising under the DIP Documents.

“DIP Documents” means the Secured DIP Documents and the Unsecured DIP Documents.

“DIP Facilities” means, collectively, the Secured DIP Facility and Unsecured DIP Facility.

“DIP Lender” means the “DIP Lender” as defined in the DIP Orders.

“DIP Obligations” means, collectively, the “DIP Obligations” as defined in the DIP Documents.

“DIP Orders” means (i) the *Interim Order (I) Authorizing Post-Petition Financing Secured by Senior Liens, (II) Authorizing the Debtor to Use Cash Collateral; (III) Granting Adequate Protection, and (IV) Granting Related Relief* [Docket No. 35]; (ii) the *Final Order (I) Authorizing Post-Petition Financing Secured by Senior Liens, (II) Authorizing the Debtor to Use Cash Collateral; (III) Granting Adequate Protection, and (IV) Granting Related Relief* [Docket No. •]; (iii) the *Second Interim Order (I) Authorizing Post-Petition Financing on an Unsecured Administrative Basis and (II) Granting Related Relief* [Docket No. 357]; and (iv) the *Final Order (I) Authorizing Post-Petition Financing on an Unsecured Administrative Basis and (II) Granting Related Relief* [Docket No. •].

“Disallowed” means a Claim or an Interest (or portion thereof) that has been disallowed, denied, dismissed, or overruled pursuant to this Plan or a Final Order of the Court or of any other court of competent jurisdiction.

“Disbursing Agent” means, as applicable, the Debtor, the Plan Administrator, the Litigation Trustee, or such other Entity designated by the Debtor, the Plan Administrator, or Litigation Trustee to hold and disburse the applicable Plan Distributions to Holders of Allowed Claims, Allowed Interests, or other eligible Entities pursuant to the terms of this Plan.

“Disclosure Statement” means the disclosure statement for this Plan, filed contemporaneously herewith and incorporated herein by reference (as such may be amended, modified, or supplemented from time to time hereafter), including all exhibits and schedules thereto.

“Disclosure Statement Order” means one or more orders of the Bankruptcy Court approving the Disclosure Statement as providing “adequate information” within the meaning of section 1125(a) of the Bankruptcy Code and establishing certain dates, deadlines, and procedures related to Confirmation of the Plan.

“Disputed” means a Claim or an Interest (or portion thereof), (a) that is neither an Allowed Claim nor a Disallowed Claim; (b) that is listed on the Schedules as “disputed,” “unliquidated,” or “contingent”; or (c) for which a timely objection to such Claim has been Filed, which objection has not been withdrawn or determined pursuant to a Final Order.

“Distribution Date” means the date or dates determined by the Disbursing Agent, upon which the Disbursing Agent shall make Plan Distributions in accordance with the terms of this Plan.

“Distribution Record Date” means the record date for purposes of making Plan Distributions under this Plan, which date shall be the Effective Date.

“Effective Date” means the date that is the first calendar Day after Confirmation on which all Conditions Precedent have been satisfied or waived in accordance with this Plan and the Confirmation Order. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

“Entity” has the meaning set forth in section 101(15) of the Bankruptcy Code.

“Estate” means the estate of the Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the Debtor’s Chapter 11 Case.

“Exculpated Parties” means, collectively, and in each case in their capacity as such: (a) the Debtor; (b) the independent director of the Debtor; and (c) the Creditors’ Committee and its members.

“Exculpation” means the exculpation provision set forth in Article VIII.E hereof.

“Executory Contract” means a contract to which the Debtor is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

“Existing Equity Interest(s)” means, collectively, the shares (or any Class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of the Debtor and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any Class thereof), common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of the Debtor (in each case whether or not arising under or in connection with any employment agreement).

“Federal Judgment Rate” means the federal judgment rate in effect as of the Petition Date.

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

“Final Order” means an order or judgment, as applicable, of the Court or other court of competent jurisdiction, with respect to the relevant subject matter, that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulting in no modification of such order or judgment, or has been otherwise dismissed with prejudice.

“General Administrative Expense Claim(s)” means an Administrative Expense Claim other than a Professional Claim.

“General Unsecured Claim(s)” means an unsecured claim, including any Lender Deficiency Claim or any deficiency Claim under section 506(a) of the Bankruptcy Code on account of an Other Secured Claim, that is not entitled to priority under the Bankruptcy Code and that is not an Unsecured Notes Claim, Trinity Claim, or Contract Litigation Claim.

“Global Settlement” means the settlement by and among the Debtor, the DIP Lender, and the Creditors’ Committee which settlement is incorporated into the terms of this Plan.

“Governmental Unit” has the meaning set forth in section 101(27) of the Bankruptcy Code.

“GUC Recovery Pool” means payments made by the DIP Lender to the Debtor on the Effective Date solely for the benefit of Holders of Allowed Non-Lender Unsecured Claims and Allowed Convenience Claims, as described more fully in Article IV.A hereof.

“Holder(s)” means an Entity holding a Claim or Interest, as applicable.

“Impaired” means a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“Insurance Contracts” means all insurance policies, including the D&O Liability Insurance Policies, that have been issued (or provide coverage) at any time to any of the Debtor (or any of their predecessors) and all agreements, documents, or instruments relating thereto.

“Insurer” means any company or other entity that issued an Insurance Contract and includes any third-party administrator of or for any Insurance Contract, along with any predecessors, successors, and/or Affiliates thereof.

“Interest(s)” means (a) any equity security (as defined in section 101(16) of the Bankruptcy Code) in the Debtor that existed immediately prior to the Petition Date, including all units, shares, common stock, preferred stock, membership interests, and other instruments evidencing any fixed or contingent ownership in the Debtor or any rights to purchase or demand the issuance of any of the foregoing (including options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, or convertible, exercisable, or exchangeable securities); or (b) any other agreement, arrangement, or commitment of any character relating to, or whose value is related to, any of the foregoing.

“IRS” means the United States Internal Revenue Service.

“Lender Deficiency Claim(s)” means any deficiency Claim(s) on account of the Prepetition Bridge Loan Claims and the DIP Claims.

“Lender Unsecured Notes Claim” means an Unsecured Notes Claim that is held by Peteski (or its assignee or designee).

“Lien” has the meaning set forth in section 101(37) of the Bankruptcy Code.

“Litigation Advisory Committee” means the advisory committee that shall advise the Litigation Trustee, which shall be comprised of the following members: (1) the Plan Administrator and (2) two (2) representatives appointed by the Creditors’ Committee.

“Litigation Assets” means (i) all Causes of Action of the Debtor or the Debtor’s Estate against Trinity, PBR, or their respective Related Parties; (ii) all Causes of Action of the Debtor arising in connection with the Debtor and relating to any act or omission of Trinity, PBR, or their respective Related Parties.

“Litigation Sale” means the sale of all or substantially all of the Litigation Assets under the relevant transaction documents pursuant to the terms of the Bid Procedures Order.

“Litigation Trust” means the trust that may be created on the Effective Date pursuant to the Litigation Trust Agreement and in accordance with the terms of this Plan.

“Litigation Trust Agreement” means the trust agreement by and among the Debtor and the Litigation Trustee that, among other things, establishes the Litigation Trust and describes the powers, duties, and responsibilities of the Litigation Trustee, substantially in the form to be included in the Plan Supplement and consistent with Article IV.C of the Plan.

“Litigation Trust Assets” means the Litigation Trust Causes of Action and any other assets transferred to the Litigation Trust.

“Litigation Trust Causes of Action” means (i) all Causes of Action of the Debtor or the Debtor’s Estate against Trinity, PBR, or their respective Related Parties; (ii) all Causes of Action of the Debtor arising in connection with the Debtor and relating to any act or omission of Trinity, PBR, or their respective Related Parties; and (iii) all Causes of Action of the Debtor (including for the avoidance of doubt any predecessor of the Debtor) and the Debtor’s Estate arising under any D&O Liability Insurance Policy solely to the extent such Causes of Action are based on Causes of Action described in sub-sections (i) and (ii) of this section and to the extent assignable to the Litigation Trust pursuant to the terms of the applicable D&O Liability Insurance Policy; provided, however, that Litigation Trust Causes of Action shall not include any Causes of Action against any Released Party that is released pursuant to the Plan.

“Litigation Trust Documents” means the Litigation Trust Agreement and all other agreements, documents, procedures, and instruments delivered or entered into in connection with the establishment, formation, and implementation of the Litigation. The Litigation Trust Documents shall be drafted, in the first instance, by the Creditors’ Committee, in consultation with the Debtor, and the DIP Lender.

“Litigation Trust Expenses” means all reasonable fees, costs, and expenses of and incurred by the Litigation Trust, including legal and other professional fees, costs, and expenses, administrative fees and expenses, insurance fees, taxes, and escrow expenses, including reasonable fees and expenses of the Litigation Trustee, which shall be paid in accordance with the Litigation Trust Agreement.

“Litigation Trust Funding” means the initial funding to be used by the Litigation Trust and the Litigation Trustee, which may be allocated from the GUC Recovery Pool; provided, that such amounts shall not exceed \$2.5 million. For the avoidance of doubt, any amounts allocated as Litigation Trust Funding shall be credited against amounts that the DIP Lender is required to fund into the GUC Recovery Pool.

“Litigation Trust Interest” means a non-certificated beneficial interest in the Litigation Trust granted, as applicable, to each Holder of an Allowed Non-Lender Unsecured Claim, which shall entitle such holder to a Pro Rata share in the Litigation Trust Causes of Action in accordance with the Litigation Trust Agreement and Articles III.B.4 and IV.C of the Plan.

“Litigation Trust Proceeds” means proceeds of the Litigation Trust Causes of Action.

“Litigation Trustee” means the trustee of the Litigation Trust, as selected by the Creditors’ Committee and reasonably acceptable to the Debtor, with the role, responsibilities, and authority relating to the Litigation Trust and the Litigation Trust Causes of Action set forth in the Litigation Trust Agreement and Article IV.C of the Plan.

“Media Assets” means the Debtor’s assets other than the Debtor’s Estate Causes of Action, including without limitation all “Transferred Assets” under the Media Sale APA, the Debtor’s video library, and the Debtor’s intellectual property rights; provided that the Litigation Assets shall not constitute Media Assets.

“Media Sale” means the sale of all or substantially all of the Media Assets under the Media Sale APA pursuant to the terms of the Bid Procedures Order.

“Media Sale APA” means that certain Asset Purchase Agreement dated as of [•], 2025, by and between [•], as Purchaser, and Debtor, as Seller,

“Net Sale Proceeds” means the net sale proceeds received by the Debtor from the Sales, less actual and customary closing costs and expenses incurred by the Debtor in connection therewith.

“Non-Lender Unsecured Claim(s)” means a General Unsecured Claim, Unsecured Notes Claim, Trinity Claim, or Contract Litigation Claim that is not a Lender Deficiency Claim or Lender Unsecured Notes Claim. For the avoidance of doubt, DIP Claims, Administrative Expense Claims, Professional Claims, Priority Tax Claims, Other Secured Claims, and Other Priority Claims shall not constitute Non-Lender Unsecured Claims.

“Non-Lender Unsecured Notes Claims” means an Unsecured Notes Claim that is not held by Peteski (or its assignee or designee).

“Opt-In Form” means the form, to be provided to all Holders of Claims and Interests who are not entitled to vote on the Plan, which will allow each such Holder to opt in to and grant the Third-Party Release.

“Other Priority Claim(s)” means a Claim, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

“Other Secured Claim(s)” means any Secured Claim against a Debtor where, pursuant to section 506(a) of the Bankruptcy Code, the Secured Claim is secured by a valid, perfected, and enforceable Lien that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law in or upon any right, title, or interest of the Debtor in and to property of the Estate, to the extent of the value of the Debtor’s interest in such property as of the relevant determination date; *provided, that*, an Other Secured Claim shall not include a (i) Secured Tax Claim, (ii) Prepetition Bridge Lender Claim, or (iii) Trinity Claim.

“PBR” means Professional Bull Riders LLC.

“Person(s)” has the meaning set forth in section 101(41) of the Bankruptcy Code.

“Peteski” means Peteski Productions, Inc, a Texas corporation.

“Peteski Notes” means the *Convertible Promissory Note*, dated February 28, 2025 (as amended, restated, supplemented, or otherwise modified from time to time), by and among the Debtor, as issuer, and Peteski, as noteholder thereto, pursuant to which Peteski purchased approximately \$11,407,166 of aggregate principal amount of convertible notes, and the *Convertible Promissory Note*, dated June 1, 2025 (as amended, restated, supplemented, or otherwise modified from time to time), by and among the Debtor, as issuer, and Peteski, as noteholder thereto, pursuant to which Peteski purchased approximately \$14.0 million of aggregate principal amount of convertible notes.

“Petition Date” means July 2, 2025, which is the date the Debtor filed a voluntary petition in the Court for relief under chapter 11 of the Bankruptcy Code.

“Plan” has the meaning ascribed to it in the recitals.

“Plan Administrator” means the Person or Entity appointed by the Debtor on the Effective Date to administer and wind down the Debtor’s remaining business operations, including the making of any Plan Distributions that may arise after the Effective Date or any other duties or responsibilities set forth herein (other than Plan Distributions to be made by the Litigation Trustee).

“Plan Distribution” means payment(s) or distribution(s) to Holders of Allowed Claims, Holders of Allowed Interests, or other eligible Entities under this Plan.

“Plan Objection Deadline” means the date set by the Court as the deadline for any Person(s) to File an objection to Confirmation of this Plan.

“Plan Supplement” means those documents and forms of documents, agreements, schedules, and exhibits to this Plan, which shall be Filed by the Debtor no later than seven (7) days prior to the Plan Objection Deadline, or such later date as may be approved by the Court, including, without limitation, (a) the Schedule of Rejected Executory Contracts and Unexpired Leases, if applicable and (b) the Litigation Trust Documents. The Debtor shall have the right to amend the documents contained in the Plan Supplement through and including the Effective Date in accordance with the terms of the Plan (and subject to the consent, approval and consultation rights set forth therein).

“Prepetition Bridge Lender” means the lender under the Prepetition Bridge Loan Agreement.

“Prepetition Bridge Loan Collateral” means any and all assets of the Debtor subject to a valid, perfected, and enforceable Lien arising under, or relating to the Prepetition Bridge Loan Documents, which includes, for the avoidance of doubt, the “Prepetition Bridge Collateral” as defined in the Interim DIP Order [Docket No. 35].

“Prepetition Bridge Loan Agreement” means that certain Loan and Security Agreement, dated as of June 20, 2025 (but effective as of June 10, 2025) (as amended, supplemented, restated or otherwise modified prior to the Petition Date) by and among Merit Street Media, Inc., as borrower, and Peteski Productions, Inc., as lender.

“Prepetition Bridge Loan Documents” means the Prepetition Bridge Loan Agreement, the Loan Documents (as defined in the Prepetition Bridge Loan Agreement), and any other agreements and documents executed or delivered in connection therewith, each as amended, restated, supplemented, or otherwise modified from time to time.

“Prepetition Bridge Loan Claims” means all Claims held by the Prepetition Bridge Lender on account of, arising under, or relating to the Prepetition Bridge Loan Documents that is a Secured Claim. On the Effective Date, the Prepetition Secured Lender Claims shall be Allowed in an aggregate amount equal to: (i) the principal amount outstanding under the Prepetition Bridge Loan Agreement on such date, (ii) all interest accrued and unpaid thereon to the date of payment, (iii) all accrued and unpaid fees, expenses, and non-contingent indemnification obligations payable under the Prepetition Bridge Loan Documents, and (iv) all other obligations as provided for in the Prepetition Bridge Loan Documents, as permitted by the Bankruptcy Code. A Lender Deficiency Claim shall be treated as a General Unsecured Claim for the purposes of this Plan.

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

“Pro Rata” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

“Professional Claim(s)” means a Claim by a Professional seeking an award by the Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

“Professional Claim Reserve Account” means a reserve account in an amount equal to the Professional Claim Reserve Amount funded and maintained by the Debtor on the Effective Date solely for the purpose of paying Allowed but unpaid Professional Claims and other Administrative Expense Claims on account of the Professionals.

“Professional Claim Reserve Amount” means the aggregate amount of unpaid and estimated Professional Claims and other Administrative Expense Claims on account of the Professionals incurred upon, and after giving effect to the occurrence of, the Effective Date to be paid by the Debtor, less the total of any retainers held by the Professionals.

“Professional” means an Entity either (a) employed pursuant to a Court order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code to be compensated for services rendered prior to or on the Effective Date in accordance with sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code, as applicable; or (b) awarded compensation and reimbursement by the Court pursuant to section 503(b)(4) of the Bankruptcy Code.

“Proof of Claim” means a proof of claim Filed against the Debtor in this Chapter 11 Case on or before the applicable Bar Date.

“Reinstated” means, with respect to Claims and Interests, the treatment provided for in section 1124 of the Bankruptcy Code.

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, advisory board members, members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, management companies, fund advisors or managers, predecessors, participants, successors, assigns, representatives, subsidiaries, Affiliates, partners, limited partners, general partners, principals, employees, agents, trustees, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, investment advisors, consultants, and other professionals and advisors and any such Related Party’s respective heirs, executors, estates, and nominees.

“Release” means the release given by the Releasing Parties to the Released Parties as set forth in Article VIII.C hereof.

“Released Party” and, collectively, the “Released Parties” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Plan Administrator; (c) the DIP Lender; (d) the Prepetition Bridge Lender; (e) the Committee and its members; (f) each current and former Affiliate of each Entity in clause (a) through the following clause (e); and (g) each Related Party of each Entity in clause (a) through this clause (g); provided that, in each case, an Entity shall not be a Released Party if it fails to submit a Ballot or Opt-In Form, as applicable, before the Voting Deadline; provided, further, that notwithstanding anything to the contrary herein, Trinity, PBR, and their respective Related Parties shall not be Released Parties (even if such Persons otherwise fall under a clause of the definition of “Released Party”).

“Releasing Party” means each of, and in each case in its capacity as such: (a) the Debtor; (b) the Plan Administrator; (c) the DIP Lender; (d) the Prepetition Bridge Lender; (e) the Committee and its members; (f) all Holders of Claims or Interests that vote to accept or reject the Plan and who affirmatively elect to opt into the releases provided in the Plan; (g) all Holders of Claims or Interests that are deemed to accept or deemed to reject the Plan who affirmatively elect to opt into the releases provided in the Plan; (h) all Holders of Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan, but who affirmatively elect to opt into the releases provided in the Plan; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clause (a) through this clause (j) solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through clause (j); provided that, any Holder of a Claim or Interest that (i) fails to submit a Ballot or Opt-In Form, as applicable, before the Voting Deadline or (ii) timely objects to the Third-Party Release through a formal objection filed on the docket of the Chapter 11 Case that is not resolved before confirmation shall not be a Releasing Party.

“Ribman Trust Note” means the *Convertible Promissory Note*, dated December 27, 2024 (as amended, restated, supplemented, or otherwise modified from time to time), by and among the Debtor, as issuer, and DARCY LYNN RIBMAN 1997 Trust, as noteholder thereto, pursuant to which Ribman purchased approximately \$5.0 million of aggregate principal amount of convertible notes, which aggregate principal amount is currently approximately \$5.0 million.

“Sale Documents” means the Media Sale APA and all agreements, documents, and instruments related thereto (including the Confirmation Order), and all agreements, documents, and instruments related to the Litigation Sale (including the Confirmation Order).

“Sales” means the Litigation Sale and the Media Sale, collectively.

“Sale Order” means any order entered by the Court approving the Sale, which may be the Confirmation Order.

“Schedule(s)” means, with respect to the Debtor, the schedule of assets and liabilities and statements of financial affairs, as such may be further amended, modified, or supplemented from time to time by such Debtor at any point prior to the Effective Date and Filed by the Debtor with the Court pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007.

“Schedule of Rejected Executory Contracts and Unexpired Leases” means a schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtor pursuant to the Plan, which schedule shall be included in the Plan Supplement, as such schedule may be amended, modified, or supplemented from time to time.

“Section 510(b) Claim(s)” means any Claim(s) against the Debtor that is subject to subordination pursuant to section 510(b) of the Bankruptcy Code.

“Secured Claim(s)” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code; or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

“Secured DIP Collateral” means the “DIP Collateral” as defined in the Secured DIP Documents.

“Secured DIP Documents” means (i) the *Interim Order (I) Authorizing Post-Petition Financing Secured by Senior Liens, (II) Authorizing the Debtor to Use Cash Collateral; (III) Granting Adequate Protection, and (IV) Granting Related Relief* [Docket No. 35]; (ii) the *Summary of Proposed Terms and Conditions for DIP Financing and Use of Cash Collateral* attached thereto as Exhibit 1; (iii) any other “DIP Loan Documents” as defined therein; and (iv) the *Final Order (I) Authorizing Post-Petition Financing Secured by Senior Liens, (II) Authorizing the Debtor to Use Cash Collateral; (III) Granting Adequate Protection, and (IV) Granting Related Relief* [Docket No. •].

“Secured DIP Facility” means the superpriority, senior secured, debtor-in-possession delayed-draw term loan facility in an aggregate principal amount of up to \$13.4 million extended by the DIP Lender to the Debtor pursuant to the Secured DIP Documents.

“Secured Tax Claim(s)” means any Secured Claim that, absent its Secured Claim status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

“Securities Act” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a-77aa, or any similar federal, state, or local law.

“Tax Code” means the United States Internal Revenue Code of 1986, as amended.

“TBN” means the Trinity Broadcasting Network of Texas, Inc.

“TCT” means TCT Ministries, Inc.

“Third Party Release” means the consensual releases of the Released Parties by the Releasing Parties provided for in Article VIII.C.2.

“Transaction Documents” means the definitive documents to effectuate the Transactions, which, as applicable, shall include, without limitation, the Plan, the Disclosure Statement, the Disclosure Statement Order, the Plan Supplement, the Media Sale APA, and the Litigation Trust Documents or transaction documents to effectuate the Litigation Sale, as applicable.

“Transactions” means the Media Sale Transaction, the Litigation Sales Transaction, and the Litigation Trust Transaction, as applicable.

“Treasury Regulations” means the regulations promulgated under the Internal Revenue Code by the United States Department of the Treasury pursuant to the Tax Code.

“Trinity” means TBN and TCT, collectively.

“Trinity Claims” means all Claims held by Trinity, regardless of whether such Claim also falls under the definition of a General Unsecured Claim.

“U.S. Trustee” means the Office of the United States Trustee for Region 6.

“Unexpired Lease” means a lease to which one or more of the Debtor is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

“Unimpaired” means a Class of Claims or Interests that is not Impaired.

“Unencumbered” means, with respect to the Debtor’s assets, not subject to a valid, perfected, and enforceable Lien.

“Unsecured DIP Documents” means (i) the *Second Interim Order (I) Authorizing Post-Petition Financing on an Unsecured Administrative Basis and (II) Granting Related Relief* [Docket No. 357]; (ii) the *Summary of Proposed Terms and Conditions for Unsecured Administrative DIP Financing and Use of Cash Collateral* attached thereto as Exhibit 1; and (iii) the *Final Order (I) Authorizing Post-Petition Financing on an Unsecured Administrative Basis and (II) Granting Related Relief* [Docket No. •].

“Unsecured DIP Facility” means the \$10.0 million unsecured administrative priority debtor-in-possession financing extended by the DIP Lender to the Debtor pursuant to the Unsecured DIP Documents.

“Unsecured Notes Claims” means all Claims under the Peteski Notes and the Ribman Trust Note.

“Voting Classes” means Classes 4, 5, 6, 7, and 8.

“Wind-Down” means the post-Effective Date wind-down process by which the Plan Administrator shall seek to (a) liquidate any remaining assets of the Debtor and make distributions relating to the same; (b) complete any tasks required to wind-down the affairs of the Debtor; and (c) otherwise close the Chapter 11 Case, as described in more detail in Article IV herein.

“Wind-Down Budget” means the budget for all reasonable activities and expenses associated with the Wind-Down, including, but not limited to, post-Effective Date professional fees and expenses and insurance costs.

B. Rules of Interpretation

For purposes of this Plan and unless otherwise provided herein: (1) each term, whether stated in the singular or the plural, will include both the singular and the plural; (2) any reference 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 will be substantially in such form or substantially on such terms and conditions; (3) any reference herein to an existing document, schedule, exhibit, or annex, shall mean that document, schedule, exhibit, or annex, as it may thereafter be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) all references in this Plan to Article(s) are references to Articles of this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof; (6) the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular Article, paragraph, or clause contained in this Plan; (7) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (8) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (10) all references to docket numbers of documents Filed in this Chapter 11 Case are references to the docket numbers under the Court’s CM/ECF system; (11) any immaterial effectuating provisions may be interpreted by the Debtor, the Plan Administrator, or Litigation Trustee as applicable, in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order, or approval of the Court or any other Entity; (12) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan.

C. Computation of Time

In computing any period of time prescribed or allowed by this Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. In the event that any payment, distribution, act, or deadline under this Plan is required to be made or performed or occurs on a day that is not a Business Day, then such payment, distribution, act, or deadline shall be deemed to occur on the next succeeding Business Day, but if so made, performed or completed by such next succeeding Business Day, shall be deemed to have been completed or to have occurred as of the required date. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

D. Reference to Monetary Figures

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

E. Reference to the Debtor

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtor shall mean the Debtor, the Plan Administrator, and/or Litigation Trust, to the extent the context requires.

F. Controlling Document

Except as set forth in this Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order referenced in this Plan (other than the Confirmation Order) conflicts with or is in any way inconsistent with any provision of this Plan, this Plan shall govern and control. In the event of an inconsistency between the Confirmation Order and this Plan, the Confirmation Order shall control.

**ARTICLE II.
DIP CLAIMS, ADMINISTRATIVE EXPENSE CLAIMS,
AND PRIORITY TAX CLAIMS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, General Administrative Expense Claims, Professional Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. DIP Claims

As of the Effective Date, the DIP Claims shall be Allowed in an amount equal to (i) the principal amount outstanding under the DIP Facilities on such date, (ii) all interest accrued and unpaid thereon to the date of payment, (iii) all accrued and unpaid fees, expenses, and non-contingent indemnification obligations payable under the DIP Documents and the DIP Orders, and (iv) all other DIP Obligations as provided for in the DIP Documents.

To the extent each DIP Claim has not previously been satisfied in full (including via a credit bid as part of a Sale), (i) with respect to all DIP Obligations under the Unsecured DIP Facility, the Holder of DIP Claims relating to the Unsecured DIP Facility shall receive no recovery on account of, and has waived and cancelled the Debtor's indebtedness and obligation to repay the DIP Obligations under the Unsecured DIP Facility, (ii) with respect to all DIP Obligations under the Secured DIP Facility, except to the extent that a Holder of a DIP Claim agrees to a different treatment, the Holder of a DIP Claim shall receive, in full and final satisfaction of such Claim either (1) the proceeds of a Sale or any other sale of the Secured DIP Collateral; or (2) in the event that the DIP Lender determines to exercise its right to credit bid resulting in a sale of the Secured DIP Collateral to the DIP Lender or its designee, ownership of such assets; *provided* with respect to clause (2) above, such satisfaction, compromise, settlement, release, and discharge of the DIP Claims shall be equal to and not exceed the amount of the credit bid by the DIP Lender with respect to such assets.

B. General Administrative Expense Claims

Unless otherwise agreed to by the Holder of an Allowed General Administrative Expense Claim and the Debtor, each Holder of an Allowed General Administrative Expense Claim (other than DIP Claims) that is unpaid as of the Effective Date shall receive, on account and in full satisfaction of such Allowed General Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such General Administrative Expense Claim, to be paid in accordance with the following: (1) if a General Administrative Expense Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed General Administrative Expense Claim is due or as soon as reasonably practicable thereafter); (2) if such General Administrative Expense Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such General Administrative Expense Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) at such time and upon such terms as may be agreed upon by such Holder and the Debtor; or (4) at such time and upon such terms as set forth in any other order of the Court.

Each Holder of a General Administrative Expense Claim that was not accrued in the ordinary course of business must File and serve a request for payment of such General Administrative Expense Claim on the Debtor no later than the Administrative Expense Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the Effective Date. Holders of General Administrative Expense Claims that are required to File and serve a request for payment of such General Administrative Expense Claims by the Administrative Expense Claims Bar Date that do not File and serve such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such General Administrative Expense Claims against the Debtor or its property, and such General Administrative Expense Claims shall be deemed forever discharged and released as of the Effective Date. Any requests for payment of General Administrative Expense Claims that are not properly Filed and served by the Administrative Expense Claims Bar Date shall not appear on the Claims Register and shall be Disallowed automatically without the need for further action by the Debtor, or further order of the Court.

The Debtor may settle General Administrative Expense Claims without further Court approval. The Debtor may also choose to object to any General Administrative Expense Claim no

later than sixty (60) days from the Administrative Expense Claims Bar Date, subject to extensions by the Court, agreement in writing of the parties, or on motion of a party in interest approved by the Court. Unless the Debtor or other party with standing, as applicable, objects to a timely Filed and properly served General Administrative Expense Claim, such General Administrative Expense Claim will be deemed Allowed in the amount requested. In the event that the Debtor objects to a General Administrative Expense Claim, the parties may confer to try to reach a settlement and, failing that, the Court will determine whether such General Administrative Expense Claim should be Allowed and, if so, in what amount.

C. Professional Claims

1. Final Fee Applications and Payment of Professional Claims

All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than the Administrative Expense Claims Bar Date. The Debtor shall pay Allowed Professional Claims in Cash in the amount the Court allows, including from the Professional Claim Reserve Account.

2. Professional Claim Reserve Account

No later than the Effective Date, the Debtor shall fund the Professional Claim Reserve Account with Cash equal to the aggregate Professional Claim Reserve Amount for all Professionals. The Professional Claim Reserve Account shall be maintained in trust for the Professionals. Such funds in the Professional Claim Reserve Account shall not constitute property of the Debtor, the Debtor's Estate, the Plan Administrator, the Litigation Trustee, or the Litigation Trust, except as otherwise expressly set forth in the last sentence of this paragraph. The amount of Professional Claims owing to the Professionals on and after the Effective Date shall be paid in Cash to such Professionals from funds held in the Professional Claim Reserve Account, as soon as reasonably practicable after such Claims are Allowed by a Court order. When all Allowed Professional Claims have been paid in full, amounts remaining in the Professional Claim Reserve Account, if any, shall revert to the Plan Administrator pursuant to the terms of this Plan without any further action or order of the Court.

Professionals shall reasonably estimate their unpaid Professional Claims Reserve Amount and shall deliver such estimate to the Debtor no later than five (5) days before the Effective Date; provided, however, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of each Professional's final request for payment in this Chapter 11 Case. If a Professional does not provide an estimate, the Debtor may estimate the unpaid and unbilled fees and expenses of such Professional for purposes of determining the Professional Claims Reserve Amount.

3. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the Disbursing Agent shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation and Consummation of this Plan. Upon the Confirmation Date, any requirement that Professionals comply with sections 327

through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate. The Litigation Trustee and Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

D. Priority Tax Claims

Except to the extent that a Priority Tax Claim has already been paid during the Chapter 11 Case or a Holder of an Allowed Priority Tax Claim and the Debtor agree to less favorable treatment, each Holder of an Allowed Priority Tax Claim will be paid in full in Cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, and Plan Distribution pursuant to sections 1122 and 1123(a) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class for purposes of distribution only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code and as described in Article II hereof, the Debtor has not classified DIP Claims, General Administrative Expense Claims, Professional Claims, and Priority Tax Claims.

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

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition Bridge Loan Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 4	Unsecured Notes Claims	Impaired	Entitled to Vote
Class 5	Trinity Claims	Impaired	Entitled to Vote

Class 6	Contract Litigation Claims	Impaired	Entitled to Vote
Class 7	General Unsecured Claims	Impaired	Entitled to Vote
Class 8	Convenience Claims	Impaired	Entitled to Vote
Class 9	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtor and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims

- a. *Classification.* Class 1 consists of Other Secured Claims.
- b. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Other Secured Claim, each Holder thereof shall receive, at the option of the Debtor or the Plan Administrator, as applicable:
 - (i) payment in full from Available Cash attributable to the Holder of such Allowed Other Secured Claim's collateral;
 - (ii) the return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim; or
 - (iii) such other treatment sufficient to render such Allowed Other Secured Claim as Unimpaired.
- c. *Voting.* Class 1 is Unimpaired under the Plan. Holders of Claims in Class 1 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims

- a. *Classification.* Class 2 consists of Other Priority Claims.
- b. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Other Priority Claim, each Holder thereof shall receive payment or other treatment in accordance with the Bankruptcy Code in full satisfaction of such Claim.
- c. *Voting.* Class 2 is Unimpaired under the Plan. Holders of Claims in Class 2 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

3. Class 3 – Prepetition Bridge Loan Claims

- a. *Classification.* Class 3 consists of Prepetition Bridge Loan Claims.
- b. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Prepetition Bridge Loan Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Prepetition Bridge Loan Claim, each such Holder thereof shall have such Claim cancelled, released, and extinguished and without any distribution or compensation.
- c. *Voting.* Class 3 is Impaired under the Plan. Holders of Claims in Class 3 are conclusively presumed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code.

4. Class 4 – Unsecured Notes Claims

- a. *Classification.* Class 4 consists of Unsecured Notes Claims.
- b. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Unsecured Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Unsecured Notes Claim, each such Holder thereof shall receive such Holder's Pro Rata share of:
 - (i) In the event the Debtor consummates the Litigation Sale Transaction:
 - A. the GUC Recovery Pool; and
 - B. Available Cash, if any.

(ii) In the event the Debtor consummates the Litigation Trust Transaction:

- A. the GUC Recovery Pool;
- B. Available Cash, if any; and
- C. Litigation Trust Interests.

By agreement with the Debtor, Holders of Lender Unsecured Notes Claims will receive no recovery on account of such Claims, whether from the GUC Recovery Pool, Available Cash, or Litigation Trust Interests.

c. *Voting.* Class 4 is Impaired under the Plan. Holders of Claims in Class 4 are entitled to vote to accept or reject this Plan.

5. Class 5 – Trinity Claims

a. *Classification.* Class 5 consists of Trinity Claims, regardless of whether such Claim also falls under the definition of a General Unsecured Claim.

b. *Allowance.* All Trinity Claims are disputed and shall be subject to the provisions of Article VII hereof.

c. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Trinity Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Trinity Claim, each such Holder shall receive such Holder's Pro Rata share of:

(i) In the event the Debtor consummates the Litigation Sale Transaction:

- A. the GUC Recovery Pool; and
- B. Available Cash, if any.

(ii) In the event the Debtor consummates the Litigation Trust Transaction:

- A. the GUC Recovery Pool;
- B. Available Cash, if any; and
- C. Litigation Trust Interests.

d. *Voting.* Class 5 is Impaired under the Plan. Holders of Claims in Class 5 are entitled to vote to accept or reject this Plan.

6. Class 6 – Contract Litigation Claims

- a. *Classification.* Class 6 consists of Contract Litigation Claims.
- b. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed Contract Litigation Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Contract Litigation Claim, each such Holder shall receive such Holder's Pro Rata share of:
 - (i) In the event the Debtor consummates the Litigation Sale Transaction:
 - A. the GUC Recovery Pool; and
 - B. Available Cash, if any.
 - (ii) In the event the Debtor consummates the Litigation Trust Transaction:
 - A. the GUC Recovery Pool;
 - B. Available Cash, if any; and
 - C. Litigation Trust Interests.
- c. *Voting.* Class 6 is Impaired under the Plan. Holders of Claims in Class 6 are entitled to vote to accept or reject this Plan.

7. Class 7 – General Unsecured Claims

- a. *Classification.* Class 7 consists of General Unsecured Claims, including Lender Deficiency Claims.
- b. *Treatment.* On the Effective Date, except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such General Unsecured Claim, each such Holder shall receive such Holder's Pro Rata share of:
 - (i) In the event the Debtor consummates the Litigation Sale Transaction:
 - A. the GUC Recovery Pool; and
 - B. Available Cash, if any.
 - (ii) In the event the Debtor consummates the Litigation Trust Transaction:

- A. the GUC Recovery Pool;
- B. Available Cash, if any; and
- C. Litigation Trust Interests.

By agreement with the Debtor, Holders of Lender Deficiency Claims will receive no recovery on account of such Claims, whether from the GUC Recovery Pool, Available Cash, or Litigation Trust Interests.

- c. *Voting.* Class 7 is Impaired under the Plan. Holders of Claims in Class 7 are entitled to vote to accept or reject this Plan.

8. Class 8 – Convenience Claims

- a. *Classification.* Class 8 consists of Convenience Claims.
- b. *Treatment.* Except to the extent that a Holder of an Allowed Convenience Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Convenience Claim, each such Holder shall receive on the later of (i) the Effective Date, or as soon as practicably thereafter, and (ii) the date that is ten (10) business days after such Convenience Claim becomes an Allowed Claim, in full and final satisfaction of such Claim, receive payment in Cash equal to the lesser of (x) their Pro Rata share of \$750,000 on account of the Allowed Convenience Claim and (y) 50% of the Allowed amount of such Convenience Claim, in each case from the GUC Recovery Pool, on account of the Holder's Allowed Convenience Claim.
- c. *Voting.* Class 8 is Impaired under the Plan. Holders of Claims in Class 8 are entitled to vote to accept or reject this Plan.

9. Class 9 – Section 510(b) Claims

- d. *Classification.* Class 9 consists of Section 510(b) Claims.
- e. *Treatment.* On the Effective Date, each Holder of each Section 510(b) Claim in any of the Debtor shall have such Claim cancelled, released, and extinguished and without any distribution or compensation.
- f. *Voting.* Class 9 is Impaired under the Plan. Holders of Claims in Class 9 are conclusively presumed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code.

10. Class 10 – Existing Equity Interests

- a. *Classification.* Class 10 consists of Existing Equity Interests.

- b. *Treatment.* On the Effective Date, each Holder of each Existing Equity Interest in the Debtor shall have such Interest cancelled, released, and extinguished and without any distribution or compensation.
- c. *Voting.* Class 10 is Impaired under the Plan. Holders of Interests in Class 10 are conclusively presumed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in this Plan, nothing under this Plan shall affect the Debtor's or Plan Administrator's rights regarding any Unimpaired or Reinstated Claim, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired or Reinstated Claim; and, except as otherwise specifically provided in the Plan, nothing herein shall be deemed to be a waiver or relinquishment of any Claim, Cause of Action, right of setoff, or other legal or equitable defense that the Debtor had immediately prior to the Petition Date, against or with respect to any Claim that is Unimpaired by the Plan.

D. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Acceptance or Rejection of this Plan

1. Presumed Acceptance of this Plan

If a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject this Plan, this Plan shall be presumed accepted by the holders of such Claims in such Class.

2. Voting Classes

Classes 4, 5, 6, 7, and 8 are Impaired and entitled to vote to accept or reject this Plan.

F. Confirmation and Section 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III of the Plan. The Debtor hereby requests Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Class that is deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Debtor reserves the right to request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Voting Class that votes to reject the Plan.

G. Subordination of Claims

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, contract, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtor or Plan Administrator (as applicable) reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

H. Subordination Agreements

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THIS PLAN

A. General Settlement of Claims and Interests

As discussed in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan, including the Global Settlement, shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to this Plan. This Plan, including the Global Settlement, shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtor and its Estate. Subject to Article VI.K hereof, all Plan Distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

The Debtor, the Prepetition Bridge Lender, the DIP Lender, and the Creditors' Committee engaged in extensive, detailed good faith and arm's-length negotiations to resolve any outstanding issues and to formulate a chapter 11 plan supported by the Prepetition Bridge Lender, the DIP Lender, and the Creditors' Committee. The Debtor, the Prepetition Bridge Lender, the DIP Lender, and the Creditors' Committee ultimately agreed to the Global Settlement, the terms of which are:

- a. The Creditors' Committee supports this Plan, including but not limited to the release and exculpation provisions set forth in Article VIII hereof, and including (i) supporting the expedited approval of the disclosure statement and confirmation of the Plan (including conditional approval of the Disclosure Statement in accordance with the Local Rules and Complex Case Procedures), (ii) not objecting and affirmatively

supporting on the record or otherwise file a pleading in support of the Plan and Disclosure Statement.

- b. The DIP Lender shall fund the GUC Recovery Pool in an amount equal to the lesser of: (a) \$17.0 million, and (b) such amounts required to guarantee a 10.0% recovery to holders of Allowed Non-Lender Unsecured Claims; provided, that in any event, the amount funded by the DIP Lender to the GUC Recovery Pool shall be at least \$10.0 million. As described below, a portion of the GUC Recovery Pool shall be allocated to Litigation Trust Funding and credited toward DIP Lender funding thereof. Holders of Prepetition Bridge Loan Claims, Lender Deficiency Claims, and Lender Unsecured Notes Claims shall not participate in any distributions from the GUC Recovery Pool. A portion of the GUC Recovery Pool (\$750,000) shall be allocated to provide recoveries to Holders of Allowed Convenience Claims.
- c. The Plan Administrator shall be appointed to wind down the Debtor's estate and close the Chapter 11 Case. The Plan Administrator shall be chosen by the Debtor, subject to the DIP Lender's consent and in consultation with the Committee. The Plan Administrator shall retain professionals to assist with its wind down activities. The Plan Administrator shall disburse the GUC Recovery Pool to Holders of Allowed Non-Lender Unsecured Claims and Allowed Convenience Claims under the Plan.
- d. Under the Plan, the Litigation Trust Causes of Action (comprising all Estate Causes of Action against Trinity and PBR) shall either be sold pursuant to the Litigation Sale or be contributed to and vest in the Litigation Trust for the benefit of Holders of Allowed Non-Lender Unsecured Claims as set forth in the Litigation Trust Documents, which shall be drafted, in the first instance, by the Committee, in consultation with the Debtor, and Peteski.
- e. The Litigation Trust Documents shall provide for the appointment of the Litigation Trustee to be selected by the Committee and reasonably acceptable to the Debtor who shall preside over the Litigation Trust and be advised by the Litigation Advisory Committee. The Litigation Advisory Committee shall be comprised of the following members: (1) the Plan Administrator and (2) a representative appointed by the Committee. The Litigation Advisory Committee shall vote on the terms of any settlement of the Litigation Trust Causes of Action subject to the Litigation Trustee's ability to petition the Court for appropriate relief. Members of the Litigation Advisory Committee shall not receive any compensation for such service.
- f. Prior to the effective date of the Plan, the Creditors' Committee, and the Debtor shall agree to allocate a certain portion of the GUC Recovery Pool to fund the pursuit by the Litigation Trustee of the Litigation Trust Causes of Action; provided, that such amounts shall not exceed \$2.5 million. For the avoidance of doubt, any amounts allocated to pursue such causes of action shall be credited against amounts that the DIP Lender is required to fund into the GUC Recovery Pool.
- g. The Prepetition Bridge Lender, the DIP Lender, and the Creditors' Committee support the release and exculpation provisions set forth in Article VIII hereof. The Debtor's

board and management team are conducting an investigation into potential estate causes of action against the Released Parties (the “Investigation”). The Creditors’ Committee’s legal advisors shall be permitted to participate in depositions and interviews with certain members of the Debtor’s board and management team in connection with the Investigation. To the extent that the results of the Investigation results in a determination by the Debtor or Creditors’ Committee that any modification of the proposed releases is warranted, all other parties have the right to opt out of the Global Settlement and all related obligations thereunder.

B. Restructuring Transactions

The Plan provides for (i) the consummation of the Media Sale pursuant to the Bid Procedures Order and (ii) a toggle between (A) consummation of the Litigation Sale or (B) if the Debtor decides in its business judgment (after consultation with the Creditors’ Committee) that consummating the Litigation Sale is not in the best interest of creditors and the estate, a contribution of the Litigation Trust Causes of Action to the Litigation Trust.

1. Media Sale

The Debtor engaged in a marketing and sale process for the sale of the Media Assets pursuant to the Bid Procedures Order. Consistent with the Bid Procedures Order, the Debtor shall seek approval at the Confirmation Hearing of the Media Sale to the highest or otherwise best bidder (as determined pursuant to the terms of the Bid Procedures Order) (the “Media Sale Transaction”). The Confirmation Order shall include as Schedule 1 thereto findings of fact and conclusions of law that will be incorporated to the Confirmation Order by reference in their entirety and shall approve and govern the Media Sale.

On the Effective Date, the Media Sale will close and be effective in accordance with the terms and conditions of the Confirmation Order and the Media Sale APA and the Media Assets will be transferred free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code.

2. Litigation Sale Transaction

The Debtor engaged in a marketing and sale process for the sale of the Litigation Assets pursuant to the Bid Procedures Order. Consistent with the Bid Procedures Order, if the Debtor decides in its business judgment (after consultation with the Creditors’ Committee) that consummating the Litigation Sale is in the best interest of creditors and the estate, the Debtor shall seek approval at the Confirmation Hearing of the Litigation Sale to the highest or otherwise best bidder (as determined pursuant to the terms of the Bid Procedures Order) (the “Litigation Sale Transaction”). The Confirmation Order shall include as Schedule 1 thereto findings of fact and conclusions of law that will be incorporated to the Confirmation Order by reference in their entirety and shall approve and govern the Litigation Sale.

If the Debtor pursues approval of the Litigation Sale, on the Effective Date, the Litigation Sale will close and be effective in accordance with the terms and conditions of the Confirmation Order and the applicable transaction documents and the Litigation Assets will be transferred free

and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code.

3. Litigation Trust Transaction

If the Debtor decides in its business judgment (after consultation with the Creditors' Committee) that consummating the Litigation Sale is not in the best interest of creditors and the estate, the Debtor shall contribute the Litigation Trust Causes of Action to the Litigation Trust for the benefit of Holders of Allowed Non-Lender Unsecured Claims, on the terms and conditions set forth in Article IV.C and the Litigation Trust Documents (the "Litigation Trust Transaction").

C. Litigation Trust

1. Interest in the Litigation Trust

Any and all interests in the Litigation Trust will not, and are not intended to, constitute "securities" and will not be registered pursuant to the Securities Act, as amended, or any state securities law. However, if it should be determined that interests in the Litigation Trust constitute "securities," the exemption provisions of section 1145 of the Bankruptcy Code will apply to the interests in the Litigation Trust. Any and all interests in the Litigation Trust shall not be certificated, shall be subject to certain restrictions, and all interests shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law. However, if it should be determined that interests in the Litigation Trust constitute "securities," the exemption provisions of section 1145 of the Bankruptcy Code will apply to the interests in the Litigation Trust.

2. Creation and Governance of the Litigation Trust

On the Effective Date, if the Debtor pursues the Litigation Trust Transaction, the Debtor shall be deemed to transfer to the Litigation Trust all of its rights, title and interest in and to all of the Litigation Trust Causes of Action free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code. The Litigation Trust Agreement shall be executed, and the Debtor shall take all steps necessary to establish the Litigation Trust in accordance with the Plan and the beneficial interests therein, to the extent applicable. In the event of any conflict between the terms of the Plan and the terms of the Litigation Trust Agreement, the terms of the Plan shall govern.

Any transfer to the Litigation Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trustee shall be the exclusive administrator of the assets of the Litigation Trust for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(3) of the Tax Code, as well as the representatives of the Estate of each of the Debtor appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee. The powers, rights, and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in Article IV.C. The Litigation Trustee shall hold and distribute Plan Distributions on account of Litigation Trust Interests in accordance with the

provisions of this Plan and the Litigation Trust Agreement. After the Effective Date, the Debtor and the Plan Administrator shall have no interest in the Litigation Trust Causes of Action except as set forth in the Litigation Trust Agreement.

3. Litigation Trustee and Litigation Trust Agreement

The Litigation Trust Agreement generally will provide for, among other things: (a) the transfer of the Litigation Trust Causes of Action to the Litigation Trust; (b) the mechanics of the Litigation Trust Funding and payment of Litigation Trust Expenses; (c) the retention of counsel, accountants, financial advisors, or other professionals; (d) litigation of any Litigation Trust Causes of Action, which may include the prosecution, settlement, abandonment or dismissal of any such Causes of Action; and (e) making distributions to holders of Litigation Trust Interests, as provided in this Plan and in the Litigation Trust Agreement. The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of those professionals without further order of the Bankruptcy Court from the Litigation Trust Causes of Action in accordance with this Plan and the Litigation Trust Agreement. The Litigation Trust Agreement shall include reasonable and customary provisions that allow for indemnification of the Litigation Trustee by the Litigation Trust. Any such indemnification shall be the sole responsibility of the Litigation Trust and payable solely from the proceeds of the Litigation Trust Causes of Action.

4. Cooperation of Plan Administrator

The Plan Administrator shall reasonably cooperate with the Litigation Trust and its agents and representatives in the administration of the Litigation Trust, including, providing reasonable access to books and records and current employees and officers, including for interviews, deposition, or testimony, with respect to (a) the investigation, prosecution, compromise, and/or settlement of the Litigation Trust Causes of Action, (b) administering the Litigation Trust, and in each case, the Litigation Trust agrees to reimburse reasonable out-of-pocket expenses incurred in connection with such cooperation. The Plan Administrator shall take all reasonable efforts to assist the Litigation Trust in connection with the foregoing, and the Litigation Trust may enter into agreements with the Plan Administrator in order to obtain information from the Plan Administrator on a confidential basis, without being restricted by or waiving any applicable work product, attorney-client, or other privilege. The Litigation Trust's receipt of documents, information or communications from the Plan Administrator shall not constitute a waiver of any privilege. For the avoidance of doubt, the Litigation Trust shall not be responsible for legal fees, if any, incurred by the Plan Administrator in fulfilling its obligations under Article IV.C.4.

5. Litigation Trust Causes of Action

The Litigation Trustee shall have the exclusive right in respect of all Litigation Trust Causes of Action to institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Litigation Trust Causes of Action without any further order of the Bankruptcy Court or consent of any other party, except as otherwise provided herein or in the Litigation Trust Agreement. From and after the Effective Date, the Litigation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Litigation Trust,

shall serve as a representative of the Estate solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trustee may expend such portion of the Plan Distributions as he or she deems necessary, as provided in the Litigation Trust Agreement.

6. Litigation Trust Fees and Expenses

From and after the Effective Date, the Litigation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the Litigation Trust Expenses, including but not limited to reasonable fees and expenses of the Litigation Trustee and the fees and expenses of any professionals retained by the Litigation Trust from the proceeds of the Litigation Trust Causes of Action, except as otherwise provided in the Litigation Trust Agreement. The Plan Administrator shall not be responsible for any costs, fees, or expenses of the Litigation Trust.

7. Tax Treatment

In furtherance of this Article IV.C, of the Plan, (i) it is intended that the Litigation Trust be classified for U.S. federal income tax purposes as a "liquidating trust" within the meaning of Treasury Regulation section 301.7701-4(d) and guidance promulgated in respect thereof, including Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code consistent with the terms of the Plan, and, accordingly, all assets held by the Liquidation Trust are intended to be deemed for U.S. federal income tax purposes to have been distributed by the Debtor, directly to the Holders of Allowed Class 4, 5, 6, and 7 in respect of such Claims, and then contributed by such Holders of Allowed Class 4, 5, 6, and 7 Claims to the Litigation Trust in exchange for their *pro rata* interests in the Litigation Trust; (ii) the Holders of Allowed Class 4, 5, 6, and 7 shall be treated as the beneficiaries and grantors of the Litigation Trust; (iii) the primary purpose of the Litigation Trust shall be the liquidation and distribution of the Litigation Trust Assets in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business; (iv) all parties (including, without limitation, the Debtors and the Holders of Class 4, 5, 6, and 7 Claims receiving interests in the Litigation Trust, and the Litigation Trustee) shall report consistently with such treatment (including the deemed receipt of the Litigation Trust Assets, subject to applicable liabilities and obligations, by the Holders of Class 4, 5, 6, and 7 Claims and, followed by the deemed transfer of such Litigation Trust Assets to the Litigation Trust); (v) all parties shall report consistently for federal income tax purposes, and otherwise, with the valuation of the Litigation Trust Assets transferred to the Litigation Trust as determined by the Litigation Trustee (or its designee); (vi) the Litigation Trustee shall be responsible for filing returns for the Litigation Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); (vii) the Litigation Trustee shall annually send to each holder of an interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes; (viii) all items of income, deductions, and credit loss of the Litigation Trust shall be allocated for federal income tax purposes to the holders based on their respective interests in the Litigation Trust, including the holders of Disputed General Unsecured Claims, in such manner as the Litigation Trustee deems reasonable and appropriate; and (viii) subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests

one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Litigation Trustee), the Distribution Trustee may timely elect to (x) treat any portion of the Litigation Trust allocable to Disputed General Unsecured Claims as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made for all or any portion of the Litigation Trust, all impacted parties (including the Debtor), and solely with respect to the impacted assets, shall report for United States federal, state, and local income tax purposes consistently with such election.

Any taxes (including with respect to earned interest, if any) imposed on the Litigation Trust, including as a result of an election to be treated as a “disputed ownership fund” shall be paid by the Litigation Trustee out of the assets of the Litigation Trust (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). The Litigation Trustee may request an expedited determination of taxes of the Litigation Trust, including any reserve for Disputed General Unsecured Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Litigation Trust for all taxable periods through the dissolution of the Litigation Trust.

The Litigation Trust shall continue to have all of the rights and powers granted to the Litigation Trust as set forth in this Plan and applicable non-bankruptcy law, and the Litigation Trustee shall also have the rights, powers, and obligations set forth in the Litigation Trust Agreement.

8. Termination and Dissolution of the Litigation Trust

The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as all distributions required to be made by the Litigation Trustee under the Plan and the Litigation Trust Agreement have been made. Upon termination and dissolution of the Litigation Trust, any remaining Plan Distributions shall be distributed to holders of Litigation Trust Interests in accordance with the Litigation Trust Agreement.

9. Single Satisfaction of Allowed Claims From Litigation Trust

Notwithstanding anything to the contrary herein, in no event shall holders of Litigation Trust Interests recover more than the full amount of their Allowed Claims from the Litigation Trust.

D. Wind-Down

1. Appointment of Plan Administrator

Following the Effective Date, the Plan Administrator shall wind-down the affairs and operations of the Debtor and its Estate including, but not limited to: (1) liquidating any remaining assets (except the Litigation Trust Assets); (2) prosecuting any claims or Causes of Action of the Debtor preserved herein (except the Litigation Trust Assets); (3) Claims reconciliation and Allowance; and (4) making distributions to Holders of Allowed Claims in accordance with the terms of this Plan.

The responsibilities and authority of the Plan Administrator shall include the following rights and responsibilities: (1) preserving and liquidating any remaining assets (except the Litigation Trust Assets); (2) prosecuting any claims or Causes of Action of the Debtor preserved herein (except the Litigation Trust Assets); (3) contesting, settling, compromising, reconciling, and objecting to Claims; (4) administering and paying taxes, including, among other things, (a) filing tax returns (to the extent not the obligation of the Purchaser), and (b) representing the interest and account of the Debtor before any taxing authority in all matters; (5) retaining and paying, without the need for retention or fee applications, professionals in connection with the Plan Administrator's performance of its duties under this Plan; (6) distributing information statements as required for U.S. federal income tax and other applicable tax purposes; (7) Filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Case; (8) making distributions to Professionals for Allowed Professional Fee Claims; (9) making distributions to Holders of Allowed Claims in accordance with the terms of this Plan; (10) procuring the necessary insurance to facilitate the Wind-Down, including appropriate D&O Liability Insurance Policies; and (11) such other responsibilities as may be vested in the Plan Administrator pursuant to this Plan or an order of the Bankruptcy Court (including, without limitation, the Confirmation Order), or as may be necessary and proper to carry out the provisions of this Plan.

2. Cooperation of Litigation Trustee

The Litigation Trustee shall reasonably cooperate with the Plan Administrator and its agents and representatives in the performance of the Plan Administrator's responsibilities, including with respect to (a) preserving and liquidating any remaining assets (except the Litigation Trust Assets); (b) prosecuting any claims or Causes of Action of the Debtor preserved herein (except the Litigation Trust Assets); (c) contesting, settling, compromising, reconciling, and objecting to Claims; (d) Filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Case; and (e) making distributions to Holders of Allowed Claims in accordance with the terms of this Plan. The Litigation Trustee shall take all reasonable efforts to assist the Plan Administrator in connection with the foregoing, and the Plan Administrator may enter into agreements with the Litigation Trustee in order to obtain information from the Litigation Trustee on a confidential basis, without being restricted by or waiving any applicable work product, attorney-client, or other privilege. The Plan Administrator's receipt of documents, information or communications from the Litigation Trustee shall not constitute a waiver of any privilege. For the avoidance of doubt, the Plan Administrator shall not be responsible for legal fees, if any, incurred by the Litigation Trustee in fulfilling its obligations under this Article IV.D.

E. Sources of Consideration for Plan Distributions

Except as otherwise provided in the Plan or the Confirmation Order, and subject to the provisions of the Plan concerning the Professional Claim Reserve Account and the Wind-Down Budget, the Debtor or Litigation Trustee, as applicable, shall fund Plan Distributions with (i) Available Cash; (ii) the GUC Recovery Pool; and (iii) if the Debtor pursues the Litigation Trust Transaction, the Litigation Trust Proceeds.

F. Cancellation of Existing Securities

Except for the purpose of evidencing a right to a distribution under this Plan and except as otherwise set forth in this Plan, on the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, securities and other documents evidencing any Claim or Interest, and any rights of any Holder in respect thereof, shall be deemed cancelled and of no further force or effect and the obligations of the Debtor thereunder shall be deemed fully satisfied, released, and discharged and, as applicable, shall be deemed to have been surrendered to the Plan Administrator. The holders of or parties to such cancelled instruments, securities, and other documentation shall have no rights arising from or related to such instruments, securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan.

G. Corporate Action

On the Effective Date and following satisfaction of the Debtor's distribution and funding requirements set forth in the Plan, the Debtor shall be dissolved for all purposes unless the Plan Administrator and Litigation Trustee determine that dissolution can have any adverse impact on the remaining assets, including the Litigation Trust Causes of Action; *provided*, that neither the Debtor nor any party released pursuant to Article VIII herein shall be responsible for any liabilities that may arise as a result of non-dissolution of the Debtor; *provided further*, that nothing in the Plan shall be construed as relieving the Debtor or the Plan Administrator (as applicable) of their duties to pay statutory fees to the U.S. Trustee as required by the Bankruptcy Code and applicable law until such time as a final decree is entered in the Chapter 11 Case or the Chapter 11 Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code. The Plan Administrator shall submit with the appropriate governmental agencies a copy of the Confirmation Order, which Confirmation Order shall suffice for purposes of obtaining a Certificate of Dissolution from the applicable Secretary of State.

Without limiting the foregoing, on the Effective Date and following satisfaction of the Debtor's distribution and funding requirements set forth in the Plan, the Debtor shall have no further duties or responsibilities in connection with implementation of this Plan, and the directors and officers of the Debtor shall be deemed to have resigned and the employees of the Debtor terminated. From and after the Effective Date, the Plan Administrator and Litigation Trust, as applicable, shall be authorized to act on behalf of the Estate, provided that the Plan Administrator and Litigation Trust shall have no duties other than as expressly set forth in the Litigation Trust Documents, this Plan, the Plan Supplement, or the Confirmation Order, as applicable.

On and after the Effective Date, the Plan Administrator shall act for the Debtor in the same fiduciary capacity as applicable to a board of managers, directors, officers, or other governing body, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by this Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as managers, officers, directors, sale director, or governing body of the Debtor shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Debtor, and shall succeed to the powers of the Debtor's managers, directors, and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Debtor. The foregoing shall

not limit the authority of the Debtor or the Plan Administrator, as applicable, to continue the employment of any former manager or officer, including pursuant to any transition services agreement or other agreement entered into on or after the Effective Date. Following the Effective Date, the Plan Administrator is given full power of attorney and had the authority to execute and/or endorse documentation on behalf of the Debtor in furtherance of the Plan and the Debtor's liquidation, including but not limited to, the filing of final tax returns and the dissolution of the Debtor.

H. Effectuating Documents; Further Transactions.

Upon entry of the Confirmation Order, the Debtor, the Plan Administrator, and the Litigation Trustee (as applicable) shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements or documents, and take such acts and actions as may be reasonable, necessary, or appropriate to effectuate, implement, consummate, and/or further evidence the terms and conditions of this Plan and any transactions described in or contemplated by this Plan. The Debtor, the Plan Administrator, the Litigation Trustee, all Holders of Claims receiving distributions pursuant to this Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

The Confirmation Order shall and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

I. Vesting of Assets in the Plan Administrator

Except as otherwise provided in this Plan or the Confirmation Order, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, any remaining assets, claims, rights, Retained Causes of Action, Causes of Action, and any remaining property acquired by the Debtor under or in connection with this Plan, shall vest in the Debtor or Litigation Trust, as applicable, free and clear of all Claims, Liens, encumbrances, charges, and other interests. Subject to the terms of this Plan, on and after the Effective Date, the Plan Administrator or the Litigation Trust, as applicable, may use, acquire, and dispose of any of the remaining assets, and may prosecute, compromise, or settle any Claims and Causes of Action, including the Retained Causes of Action, without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

J. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or

governmental assessment and accept for filing and recordation all such instruments or other documents governing or evidencing such transfers without the payment of any such tax, recordation fee, or governmental assessment. Such exemption specifically applies, without limitation, to the transfer of the Litigation Trust Assets to the Litigation Trust.

K. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Plan Administrator shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtor that are not otherwise transferred or sold pursuant to the Litigation Sale Transaction or Litigation Trust Transaction, whether arising before or after the Petition Date, and the Plan Administrator's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtor pursuant to the releases and exculpations contained in the Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtor and the Plan Administrator as of the Effective Date. No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtor or the Plan Administrator, as applicable, will not pursue any and all available Causes of Action of the Debtor against it.

L. Authority to Act

Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under this Plan that would otherwise require approval of the stockholders, security holders, officers, directors, or other owners of the Debtor shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) pursuant to the applicable law of the state in which the Debtor is formed, without any further vote, consent, approval, authorization, or other action by such stockholders, security holders, officers, directors, or other owners of the Debtor or notice to, order of, or hearing before, the Bankruptcy Court.

M. Fiduciary Duties

Nothing in this Plan shall require the Debtor, its board of directors, or the Special Committee thereof, after consulting with counsel, to take any action or to refrain from taking any action to the extent taking or failing to take such action would be inconsistent with applicable law or their respective fiduciary obligations under applicable Law.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption and Rejection of Executory Contracts and/or Unexpired Leases

On the Effective Date, except as otherwise provided herein (which exclusion includes the D&O Liability Insurance Policies) or in the Confirmation Order, all Executory Contracts or Unexpired Leases not previously or concurrently assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those

Executory Contracts or Unexpired Leases that are the subject of a motion to assume that is pending on the Confirmation Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Sale Documents or this Plan, and payment of any Cure amounts relating thereto, shall, upon satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults or provisions restricting the change in control of ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

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

Unless otherwise provided by a Final Order of the Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts and/or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be Filed with the Court by the applicable counterparty within thirty (30) days after the later of (1) the date of entry of an order of the Court (including the Confirmation Order) approving such rejection; (2) the effective date of such rejection; or (3) the Effective Date. In the event the Debtor or Plan Administrator objects to such Claim, the Proof of Claim shall be adjudicated in accordance with the procedures set forth in Article VII hereof.

Any Claims arising from the rejection of an Executory Contract and/or Unexpired Lease not Filed with the Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtor, the Estate, or its property without the need for any objection by the Debtor or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract and/or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtor's Executory Contracts and/or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with the appropriate Class herein.

C. Preexisting Obligations to the Debtor Under Executory Contracts and/or Unexpired Leases

Rejection of any Executory Contract and/or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtor or Plan Administrator under such Executory Contracts and/or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtor, the Plan Administrator, and the Litigation Trustee expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties, indemnities, or continued maintenance obligations.

D. D&O Liability Insurance Policies

Each D&O Liability Insurance Policy to which the Debtor is a party as of the Effective Date shall be deemed an Executory Contract and shall be automatically assumed or assumed and assigned by the Debtor, effective as of the Effective Date, pursuant to sections 365 and 1123 of

the Bankruptcy Code. Coverage for defense and indemnity under the D&O Liability Insurance Policies shall remain available to all individuals within the definition of “Insured” in the D&O Liability Insurance Policies. In addition, after the Effective Date, all officers, directors, agents, or employees of the Debtor who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the D&O Liability Insurance Policies (including any “tail” policy) in effect or purchased as of the Effective Date for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions after the Effective Date, in each case, to the extent set forth in the D&O Liability Insurance Policies.

E. Reservation of Rights

Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Debtor or any other party that any contract is in fact an Executory Contract or Unexpired Lease or that the Debtor have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory at the time of assumption and assignment or rejection, the Debtor shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract.

F. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by the Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Plan Administrator in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

G. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Modifications, amendments, supplements, and restatements to a prepetition Executory Contract and/or Unexpired Lease that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the initial Distribution Date (or if a Claim is not an Allowed Claim on the initial Distribution Date, on the next Distribution Date after such Claim or Interest becomes an Allowed Claim), or as soon as is reasonably practicable thereafter, each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII. Except as otherwise provided in this Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in this Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Disbursing Agent

All Plan Distributions shall be made by the applicable Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Debtor.

C. Rights and Powers of Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all Plan Distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making Plan Distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Disbursing Agent shall have no obligation to recognize any ownership transfer of the Claims occurring on or after the Distribution Record Date. If a Claim, other than one based on a publicly traded security, is transferred twenty (20) or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date at the address for each such Holder as indicated on the Debtor's records as of the date of any such Plan Distribution; provided, however, that the manner of such Plan Distribution shall be determined at the discretion of the Plan Administrator or Litigation Trustee, as applicable; provided further, that to the extent a Proof of Claim has been filed, the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Undeliverable Distributions and Unclaimed Property

In the event that any Plan Distribution to any Holder of Allowed Claims is returned as undeliverable, no Plan Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such Plan Distribution shall be made to such Holder without interest; provided, however, that such Plan Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at

the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Plan Administrator, automatically and without need for a further order by the Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or Interest in property shall be discharged and forever barred.

4. Surrender of Canceled Instruments or Securities

On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of a certificate or instrument evidencing a Claim or an Interest shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtor, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any agreement that governs the rights of the Holder of a Claim or Interest or a trustee or agent under such documents, which shall continue in effect for purposes of allowing Holders to receive Plan Distribution under this Plan and maintaining priority of payment, and to preserve any applicable charging Liens and reimbursement and/or indemnification rights, in each case as set forth in the applicable certificates or instruments. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims or Interests that are Unimpaired under this Plan.

E. Manner of Payment

All distributions of Cash to the Holders of the applicable Allowed Claims or Interests under this Plan shall be made by the Disbursing Agent on behalf of the Debtor. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. Compliance with Tax Requirements

In connection with this Plan, to the extent applicable, the applicable Disbursing Agent and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Plan Distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, such parties shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The applicable Disbursing Agent reserves the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Any party entitled to receive a Plan Distribution shall, upon request, deliver to the withholding agent or such other Person designated by the applicable Disbursing Agent the appropriate IRS Form or other tax forms or documentation requested by applicable Disbursing Agent to reduce or eliminate any required federal, state, or local withholding. If the party entitled

to receive such property as an issuance or distribution fails to comply with any such request for a one hundred eighty (180) day period beginning on the date after the date such request is made, the amount of such issuance or distribution shall irrevocably revert to the applicable Disbursing Agent, as applicable, and any Claim in respect of such distribution under this Plan shall be discharged and forever barred from assertion against such Debtor, the Plan Administrator, the Litigation Trust, or their respective property.

Notwithstanding the above, each Holder of an Allowed Claim that is to receive a distribution under this 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 Plan Distribution.

G. Allocations

Plan Distributions with respect to Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest, and then to any other remaining portion of such Claims.

H. Foreign Currency Exchange Rates

Except as otherwise provided in a Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal*, National Edition, on the Effective Date.

I. Setoffs and Recoupments

Except as expressly provided in this Plan, the Debtor, the Plan Administrator, and the Litigation Trust, as applicable, may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that the Plan Administrator or the Litigation Trust (as applicable) may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the Plan Administrator or the Litigation Trust (as applicable) and the Holder of the Allowed Claim; or (2) otherwise adjudicated by the Court or another court of competent jurisdiction, but shall not be required to set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim; *provided, however*, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Plan Administrator or the Litigation Trust or their applicable successor of any and all claims, rights, and Causes of Action that the Plan Administrator or Litigation Trust or their applicable successor may possess against the applicable Holder. In no event shall any Holder of a Claim be entitled to recoup such Claim against any claim, right, or Cause of Action of the Plan Administrator or Litigation Trustee, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing in accordance with Article XII.G on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

J. Minimum Cash Distributions

The Disbursing Agent shall not be required to make any distribution on account of an Allowed Claim that is less than one hundred dollars (\$100); provided that if no distribution is made to a Holder of an Allowed Claim pursuant to this section, the amount of such distribution shall be added to any subsequent distribution(s) to such Holder on account of such Allowed Claim until the distribution such Holder is entitled to is \$100 or higher.

K. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

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

2. Claims Payable by Third Parties

No Plan Distributions shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Debtor's Insurers agrees to pay in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction or otherwise settled), then immediately upon such Insurers' agreement, 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 Court.

3. Applicability of Insurance Contracts

Except as otherwise provided in this Plan, payments to Holders of Claims covered by Insurance Contracts shall be in accordance with the provisions of the applicable Insurance Contract and this Plan. Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor or any Entity may hold against any other Entity, including Insurers under any Insurance Contract, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

L. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the DIP Orders, the Plan, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on such Claim.

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Allowance of Claims

Except as otherwise set forth in this Plan, after the Effective Date, the Plan Administrator shall have and retain any and all rights and defenses the Debtor had with respect to any Claim immediately before the Effective Date. Except as specifically provided in this Plan or an order entered by the Court in the Chapter 11 Case, no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed in accordance with this Plan.

B. Claims Administration Responsibilities

Except as otherwise specifically provided in this Plan, after the Effective Date, the Plan Administrator shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises or other payments without any further notice to or action, order, or approval by the Court.

C. Estimation of Claims

Before or after the Effective Date, the Debtor or the Plan Administrator (as applicable) may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection.

Notwithstanding any provision otherwise herein, a Claim that has been expunged or disallowed from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars (\$0.00) unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the Debtor or the Plan Administrator (as applicable) may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

D. Adjustment to Claims Without Objection

Any duplicate Claim or any Claim that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Debtor or Plan Administrator without the Debtor or Plan Administrator having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim and without any further notice to or action, order, or approval of the Court.

E. Time to File Objections to Claims

Except as otherwise set forth herein, any objections to Claims shall be served and Filed by the Claim Objection Deadline. All Claims not objected to by the Claim Objection Deadline shall be deemed Allowed unless such deadline is extended upon approval of the Court.

F. Disputed Claims Process

All Claims of any Entity from which property is sought by the Debtor or Plan Administrator, as applicable, under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtor or Plan Administrator, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed Disputed 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 this Plan. A Claim deemed Disputed pursuant to this Article VII.F shall continue to be Disputed for all purposes until the relevant proceeding against the Holder of such Claim has been settled or resolved by a Final Order and any sums due to the Debtor or the Plan Administrator from such holder have been paid.

G. Disallowance of Claims or Interests

All Claims of any Entity from which property is sought by the Debtor or Plan Administrator, as applicable, under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtor or Plan Administrator, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be Disallowed pursuant to section 502(d) of the Bankruptcy Code if: (1) the Entity, on the one hand, and the Debtor or Plan Administrator, as applicable, on the other hand, agree or the Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

Except as provided herein or otherwise agreed to by the Plan Administrator in their sole discretion, any and all Claims evidenced by Proofs of Claims Filed after the applicable Bar Date shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless such late Proof of Claim has been deemed timely-Filed by a Final Order.

H. Amendments to Proofs of Claim

On or after the earlier of (1) the Effective Date and (2) the Bar Date, a Proof of Claim may not be Filed or amended without prior authorization of the Court (or the written consent of the Plan Administrator), and any such new or amended Proof of Claim Filed that is not so authorized before it is Filed shall be deemed Disallowed in full without any further action.

I. No Transfers of Claims After Effective Date

After the Effective Date, no Holder of a Claim may sell, transfer, encumber, pledge or assign all or any part of its Claim unless such Holder and the applicable counterparty acknowledge in writing that any Plan Distribution on account of such Claim shall be paid or distributed by the Disbursing Agent to the Holder of such Claim on the Distribution Date. Any purported sale, transfer, encumbrance, pledge or assignment by a Holder of a Claim in violation of this Article VII.I shall be null and void.

J. No Distributions Pending Allowance

Notwithstanding any other provision of this Plan, if any portion of a Claim is a Disputed Claim, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim; provided that if only the Allowed amount of an otherwise valid Claim is Disputed, such Claim shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount.

K. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim, satisfying the Allowed amount in full, in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the Plan Distribution to which such Holder is entitled under this Plan as of the Effective Date, without any interest, dividends, or accruals on account thereof. No interest shall accrue or be paid on any Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Claim.

ARTICLE VIII.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests

Because the Debtor is liquidating, the Debtor is not entitled to a discharge of obligations pursuant to section 1141 of the Bankruptcy Code with regard to any holders of Claims or Interests.

B. Release of Liens

Except as otherwise provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to this Plan, on the Effective Date

and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Debtor or Plan Administrator, as applicable, and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Debtor, to release any collateral or other property of the Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Debtor or Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and Filing or recording of such releases. The presentation or Filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to this Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtor or the Plan Administrator, as applicable, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Debtor or Plan Administrator, as applicable, shall be entitled to make any such filings or recordings on such Holder's behalf.

C. Release of Claims and Causes of Action²

1. Releases by the Debtor and Its Estate

Effective as of the Effective Date, pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtor, its Estate, and the Plan Administrator, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims and Causes of Action, and liabilities whatsoever, including any derivative claims, asserted by or assertable by or on behalf of any of the Debtor, its Estate, or the Plan Administrator, as applicable, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that the Debtor, its Estate, or the Plan Administrator would have

² Release provisions remain subject to ongoing review and modification, including as part of the Investigation.

been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtor, based on or relating to, or in any manner arising from, in whole or in part, the Debtor-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (b) any Causes of Action included in the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtor, the Estate, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtor, its Estate, or the Plan Administrator asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. Release by Third Parties

Effective as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all claims, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or otherwise based on or relating to, or in any manner arising from, in whole or in part, the Debtor-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; (c) actual fraud, willful misconduct, or gross negligence as determined by a Final Order; or (d) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall

constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

D. Waiver of Statutory Limitations on Releases

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the Released Party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

E. Exculpation

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party hereby is exculpated from any claim or Cause of Action related to, any act or omission in connection with, relating to, or arising out of the negotiation, solicitation, confirmation, execution, or implementation (to the extent on or prior to the Effective Date) of, as applicable, the Debtor-Related Matters 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 actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, an Exculpated Party shall be entitled to exculpation solely for actions taken from the Petition Date through the Effective Date, and the exculpation set forth above does not exculpate (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; or (b) any Causes of Action included in the Schedule of Retained Causes of Action.

F. Gatekeeper Provision

No party may commence, continue, amend, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, amending, or pursuing, a Cause of Action of any kind against the Released Parties or the Exculpated Parties that relates to, or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of, a Cause of Action subject to Article VIII.C and Article VIII.E without first (1) requesting a determination from the Bankruptcy Court, after notice and a hearing, that such Cause of Action represents a colorable claim against a Released Party or Exculpated Party, and is not a Claim that the Debtor released under the Plan, which request must attach the complaint or petition proposed to be filed by the requesting party; and (2) obtaining from the Bankruptcy Court specific authorization for such party to bring such Cause of Action against any such Released Party or Exculpated Party. Any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Cause of Action is colorable and, only to the extent legally permissible, will have jurisdiction to adjudicate the underlying colorable Cause of Action.

G. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED UNDER THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED OR DISCHARGED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

H. Binding Nature of the Plan

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTOR, THE PLAN ADMINISTRATOR, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTOR AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, OR (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASE.

I. Reimbursement or Contribution

If the Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THIS PLAN

A. Conditions Precedent to the Effective Date

The following shall be conditions precedent to the Effective Date (collectively, the “Conditions Precedent”):

1. The Court shall have entered the Confirmation Order;
2. The Debtor shall have obtained all regulatory approvals that are necessary to implement and effectuate this Plan.
3. The Plan Supplement and all of the schedules, documents, annexes, and exhibits contained therein shall have been Filed in a manner consistent in all material respects with this Plan.
4. The Transaction Documents, including the Litigation Trust Documents, if applicable, shall have been executed by the applicable parties thereto. The

Plan Supplement documents shall have been satisfied or waived in accordance with the terms of such Plan Supplement documents.

5. The Professional Claim Reserve Account and Wind-Down Budget shall have been fully funded pursuant to the terms of the Plan.

B. Waiver of Conditions

The Debtor may waive any one or more of the Conditions Precedent to the Effective Date without notice, leave, or order of the Court.

C. Effect of Failure of Conditions

If Consummation does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtor, or Claims against, or Interests in, the Debtor; (2) prejudice in any manner the rights of the Debtor, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtor, any Holders of Claims or Interests, or any other Entity.

D. Substantial Consummation

“Substantial Consummation” of this Plan, as defined in section 1101(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THIS PLAN**

A. Modification and Amendments

Except as otherwise specifically provided in this Plan, the Debtor reserves the right to modify this Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in this Plan and the requirements of section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtor expressly reserves its rights to revoke or withdraw, or to alter, amend, or modify this Plan, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Court to so alter, amend, or modify this Plan, or remedy any defect or omission, or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of this Plan.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtor reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtor revokes or withdraws this Plan, or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts and/or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Court shall retain jurisdiction over all matters arising out of, or relating to, the Chapter 11 Case and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;

C. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cures pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed and assigned; and (3) any dispute regarding whether a contract is or was executory or expired;

D. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

E. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

F. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

G. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with this Plan or the Disclosure Statement, except to the extent that a Plan Supplement document provides for exclusive jurisdiction and venue in another forum;

H. enter and enforce any order for the sale of property pursuant to sections 1123, or 1146(a) of the Bankruptcy Code, including the Confirmation Order;

I. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan;

J. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan;

K. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

L. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K hereof;

M. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

N. determine any other matters that may arise in connection with or relate to this Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan or the Disclosure Statement, including the Transaction Documents, if applicable, except to the extent that any Plan Supplement document provides for exclusive jurisdiction and venue in another forum;

O. enter an order concluding or closing the Chapter 11 Case;

P. adjudicate any and all disputes arising from or relating to distributions under this Plan;

Q. consider any modifications of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Court order, including the Confirmation Order;

R. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

S. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan, including the Transaction Documents, except to the extent that any document provides for exclusive jurisdiction and venue in another forum;

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

U. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in this Plan, including under Article VIII hereof;

V. enforce all orders previously entered by the Court; and

W. hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtor, any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan, and any and all non-Debtor parties to Executory Contracts or Unexpired Leases with the Debtor.

B. Dissolution of the Creditors' Committee

On the Effective Date, the Creditors' Committee will dissolve and the members thereof will be released and discharged from all duties and obligations arising from or related to this Chapter 11 Case; *provided*, that, after the Effective Date, the Creditors' Committee will continue to exist solely with respect to any applications for Professional Claims, including preparing same, objecting to same, defending same and attending any hearing with respect to same.

C. Additional Documents

On or before the Effective Date, the Debtor may File with the Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of this Plan. The Debtor, all Holders of Claims or Interests receiving Plan Distributions pursuant to this Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

D. Payment of Statutory Fees

All fees payable to the U.S. Trustee under 28 U.S.C. § 1930(a)(6) (including interest under 31 U.S.C. § 3717) as of the Confirmation Date will be paid on the Effective Date or as soon as reasonably practicable thereafter. Notwithstanding anything to the contrary in the Plan, such fees are not subject to an allowance procedure under 11 U.S.C. § 503(b), nor is the U.S. Trustee required to file a request for payment of such fees.

Following confirmation, the Plan Administrator shall pay quarterly fees to the U.S. Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6) (including interest under 31 U.S.C. § 3717); provided that if a final decree has not been entered and the Chapter 11 Case closed solely as a result of the Litigation Trust's ongoing activities, then such quarterly fees shall be paid by the Litigation Trust. Quarterly fees shall be payable for any case that is reopened. So long as the Debtor, Plan Administrator, or the Litigation Trust, as applicable, are required to make these payments, the Debtor, Plan Administrator, or the Litigation Trust, as applicable, shall file with the Court quarterly reports in the form specified by the U.S. Trustee for that purpose.

E. Reservation of Rights

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by the Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices

All notices, requests, and demands to or upon the Debtor to be effective shall be in writing (including by electronic email) 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 electronic email, when received and telephonically confirmed, addressed as follows:

Debtor	Counsel to the Debtor
Merit Street Media, Inc. 5501 Alliance Gateway Fwy, Fort Worth, TX 76177 Attention: Gary Broadbent, Chief Restructuring Officer	Sidley Austin LLP 2021 McKinney Avenue, Ste. 2000 Dallas, TX 75201 Attn: Thomas R. Califano and Jeri Leigh Miller Email: tom.califano@sidley.com, jeri.miller@sidley.com -and- 787 Seventh Avenue New York, NY 10019 Attn: Stephen H. Hessler and Patrick Venter Emails: shessler@sidley.com, pventer@sidley.com
U.S. Trustee	Counsel to the DIP Lender and Prepetition Bridge Lender
Office of the United States Trustee Earle Cabell Federal Building 1100 Commerce Street, Rm. 976 Dallas, TX 75242 Attention: Asher Bublick Email: Asher.Bublick@usdoj.com	Jackson Walker 1401 McKinney St., Suite 1900, Houston, Texas 77010 Attention: Matthew Cavanaugh and Bruce Ruzinsky Email: mcavanaugh@jw.com, bruzinsky@jw.com
Counsel to Creditors' Committee	
O'Melveny & Myers LLP 2801 North Harwood Street Suite 1600 Dallax, TX 75201-2692 Attn: Louis R. Strubeck, Jr., Gregory P. Wilkes, and Laura Smith Email: lstrubeck@omm.com, gwilkes@omm.com, lsmith@omm.com	

After the Effective Date, the Debtor have the authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtor is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in this Chapter 11 Case pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement

Except as otherwise indicated, this Plan (including, the documents and instruments in the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. Exhibits and Annexes

All exhibits, annexes, and documents attached hereto or included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits, annexes, and documents are Filed, copies of such exhibits, annexes, and documents shall be available upon written request to the Debtor's counsel at the address above or by downloading such exhibits, annexes, and documents from the Debtor's restructuring website at <https://dm.epiq11.com/case/meritstreetmedia> or the Court's website at www.txnb.uscourts.gov. To the extent any exhibit, annex, or document is inconsistent with the terms of this Plan, unless otherwise ordered by the Court or otherwise specifically provided for in such exhibit, annex, or document, the non-exhibit, non-annex, or non-document portion of this Plan shall control.

K. Non-Severability of Plan Provisions

If prior to Confirmation, any term or provision of this Plan is held by the Court to be invalid, void, or unenforceable, the 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 this Plan will remain in full force and effect and will 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 this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtor's consent; and (3) non-severable and mutually dependent.

L. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters.

M. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain

amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtor or their counsel, or any other Entity, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers Filed with the Court prior to the Confirmation Date.

N. Closing of Chapter 11 Case

After the full administration of the Chapter 11 Case, the Plan Administrator shall promptly File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022, a motion pursuant to Local Rule 3022-1(a), and any applicable order of the Bankruptcy Court to close the Chapter 11 Case.

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Dated: September 15, 2025

MERIT STREET MEDIA, INC.

/s/ Gary Broadbent

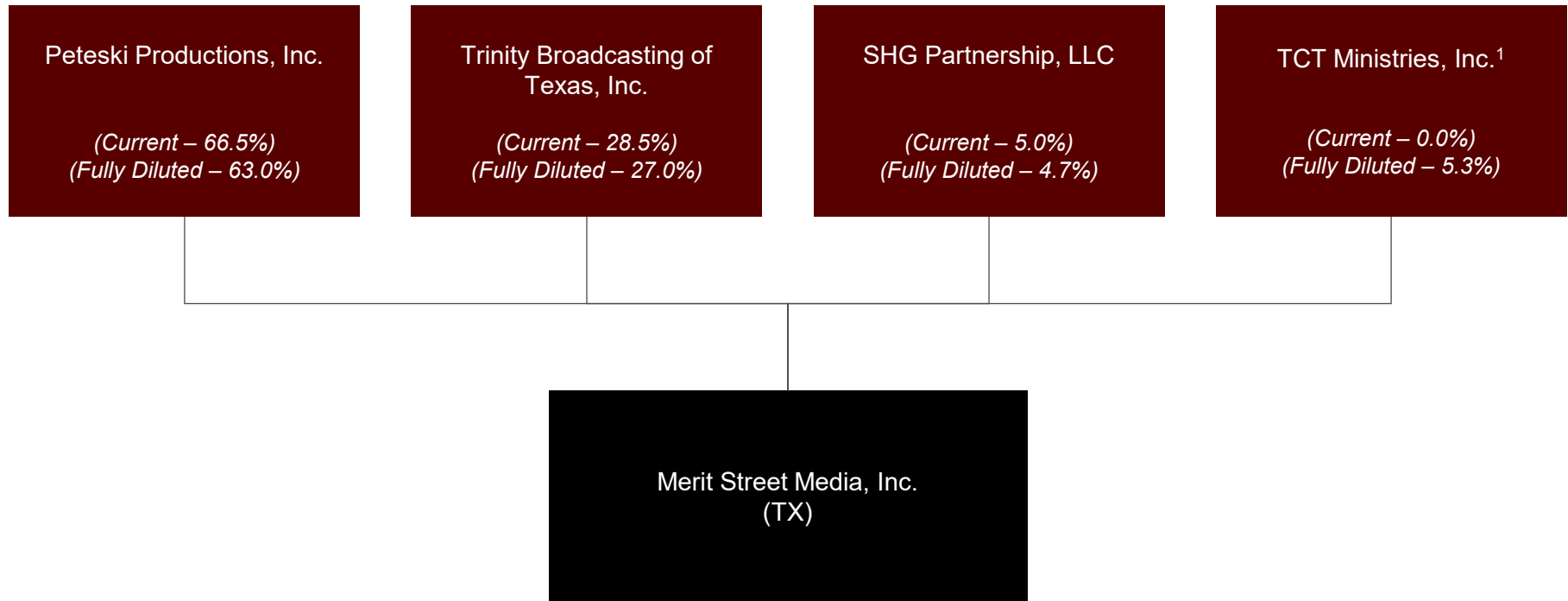
Name: Gary Broadbent

Title: Chief Restructuring Officer

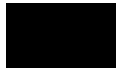
EXHIBIT B

CORPORATE STRUCTURE CHART

Entity Structure



Non-Debtor Investor Entity



U.S. Based Debtor Entity

1. The CrossSeed, Inc. note was assigned to TCT Ministries, Inc. on March 9, 2025. The note converts into a fixed number of shares at the option of the note holder which may be exercised only at the time of an equity raise.

EXHIBIT C

LIQUIDATION ANALYSIS

Introduction to Liquidation Analysis

The Debtor has prepared this Liquidation Analysis in connection with the Disclosure Statement for the Chapter 11 Plan of Merit Street Media, Inc. (the “Disclosure Statement”) and the Chapter 11 Plan of Merit Street Media (the “Plan”), filed contemporaneously herewith.¹ Under what is often called the “best interests of creditors” test set forth in section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a chapter 11 plan (“Plan”) unless the Plan provides each holder of an allowed claim or interest that does not otherwise vote in favor of the Plan with property of a value, as of the effective date of the Plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code. This test is known as the “best interests of creditors” test.

To demonstrate that the Plan satisfies the best interests of creditors test, the Debtor, with the assistance of their restructuring advisors, Triple P TRS, LLC, and investment banker Triple P Securities, LLC (collectively “Portage Point”), prepared the hypothetical liquidation analysis (the “Liquidation Analysis”), which represents the Debtor’s reasonable and good faith estimate of the cash proceeds, net of liquidation-related costs, which would be available for distribution to the Holders of Claims and Interests if the Debtor’s assets were to be liquidated pursuant to a chapter 7 proceeding. This Liquidation Analysis is based upon certain assumptions discussed in the Disclosure Statement and accompanying notes to the Liquidation Analysis.

The Liquidation Analysis sets forth an estimated range of recovery values for each Class of Claims and Interests upon disposition of assets pursuant to a hypothetical chapter 7 liquidation. As illustrated by the Liquidation Analysis, Holders of Claims in certain Unimpaired Classes that would receive a full recovery under the Plan would receive less than a full recovery in a hypothetical liquidation. Additionally, Holders of Claims or Interests in Impaired Classes would receive a lower recovery in a hypothetical liquidation than they would under the Plan. Further, no Holder of a Claim or Interest would receive or retain property under the Plan of a value that is less than such Holder would receive in a chapter 7 liquidation. Accordingly, and as set forth in greater detail below, the Debtor believes that the Plan satisfies the “best interests of creditors” test set forth in section 1129(a)(7) of the Bankruptcy Code.

Statement of Limitations

The preparation of a liquidation analysis is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtor based upon its business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive risks, uncertainties and contingencies, most of which are difficult to predict and many of which are beyond the control of the Debtor, its management, and its advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation and unanticipated events and circumstances could materially affect the ultimate results in an actual

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Plan and Disclosure Statement.

chapter 7 liquidation. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable good faith estimate of the proceeds that would be generated if the Debtor's assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan. The underlying financial information in the Liquidation Analysis and values stated herein have not been subject to any review, compilation, or audit by any independent accounting firm. In addition, various liquidation decisions upon which certain assumptions are based are subject to change. As a result, the actual amount of claims against the Debtor's estate could vary significantly from the estimates stated herein, depending on the nature and amount of claims asserted during the pendency of the chapter 7 case. Similarly, the value of the Debtor's assets in a liquidation scenario is uncertain and could vary significantly from the values set forth in the Liquidation Analysis.

The Liquidation Analysis was prepared for the sole purpose of generating a reasonable and good faith estimate of the recoveries that would result if the Debtor's assets were liquidated in accordance with chapter 7 of the Bankruptcy Code and is not intended and should not be used for any other purpose. This Liquidation Analysis does not represent values applicable in the context of any of the Transactions described in the Plan. Nothing contained in this Liquidation Analysis is intended as or constitutes a concession or admission for any purpose other than the presentation of a hypothetical liquidation analysis to illustrate the substantial loss in value the Debtor's stakeholders will suffer if the Transactions described in the Plan are not consummated, and the Debtor is forced to convert its Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code. The Liquidation Analysis does not include estimates for: (i) the tax consequences, either foreign or domestic, that may be triggered upon the liquidation and sale of assets or (ii) certain claims that may be entitled to priority under the Bankruptcy Code. More specific assumptions are detailed in the notes below.

ACCORDINGLY, NEITHER THE DEBTOR NOR ITS ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTOR WOULD OR WOULD NOT, IN WHOLE OR IN PART, APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTOR IS SPECULATIVE AND RESULTS COULD VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN.

In preparing the Liquidation Analysis, the Debtor and its advisors estimated Allowed Claims based upon a review of the Debtor's financial statements to account for other known liabilities, as necessary. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted in the Chapter 11 Case, but which could be asserted and allowed in a chapter 7 liquidation, including unpaid chapter 11 Administrative Claims and chapter 7 administrative claims and trustee fees. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtor's estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of

Allowed Claims and Interests under the Plan. NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTOR. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THIS CHAPTER 11 CASE COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

THE DEBTOR RESERVES THE RIGHT TO SUPPLEMENT, MODIFY, OR ADJUST ANY PART OF THE ILLUSTRATIVE LIQUIDATION ANALYSIS, INCLUDING A CHANGE OF THE UNDERLYING ASSUMPTIONS AND ANALYSIS SET FORTH HEREIN.

Basis of Presentation

Chapter 11 Plan: The chapter 11 Plan scenario has been prepared assuming that the Debtor proceeds with an orderly marketing process of substantially all of the Debtor's assets (including the Media Assets and the Litigation Assets) and, pursuant to the Plan, transfers those assets to a buyer for consideration on the Effective Date.² The Plan would be confirmed on or around November 3, 2025, and the Effective Date would occur on or around November 10, 2025 followed by a twelve-month wind down process to administer the plan and wind down the estate.

Chapter 7 Liquidation: The chapter 7 Liquidation Analysis has been prepared assuming that the Debtor converted its current Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code on or about September 19, 2025 (the "Liquidation Date"). It is assumed that on the Liquidation Date, the Bankruptcy Court would appoint a chapter 7 trustee (the "Trustee") to oversee the liquidation of the Debtor's estates, during which time all of the assets of the Debtor (the "Liquidating Entity") would be sold and the cash proceeds, net of liquidation-related costs (the "Liquidation Proceeds"), would then be distributed to creditors in accordance with applicable law.

In a chapter 7 liquidation, DIP Claims, General Administrative Expense Claims, Professional Claims, Priority Tax Claims (if any), Other Secured Claims, Other Priority Claims, and Prepetition Bridge Loan Claims would have to be fully paid from the Liquidation Proceeds before any proceeds are made available to holders of General Unsecured Claims at the Debtor. Under the priority scheme dictated in chapter 7, no junior creditor would receive any distribution until all senior creditors are paid in full, and no equity holder would receive any distribution until all creditors are paid in full.

Timing Considerations: The Liquidation Analysis has been prepared assuming that the Chapter 11 Case converts to chapter 7 on the Liquidation Date. The Liquidation Analysis utilizes the book values of the Debtor's assets and liabilities as of June 30, 2025, as a starting point, or more recent values where available. The Debtor's management team reasonably believes that the June 30, 2025 book value of assets and certain liabilities are a proxy for such book values as of the Liquidation

² Although the Plan contemplates that the Debtor may pursue the Litigation Trust Transaction rather than the Litigation Sale Transaction, this Liquidation Analysis assumes the consummation of the Litigation Sale Transaction because it provides the most accurate comparison to a chapter 7 liquidation.

Date. The Debtor has also projected cash balances and the DIP Claim balances forward to the Liquidation Date. This Liquidation Analysis assumes operations of the Liquidating Entity will cease and the related individual assets will be sold in a rapid “fire sale” under a liquidation process under the direction of the Trustee, utilizing the Debtor’s resources and third-party advisors, with a subsequent orderly wind down of the Debtor’s estate. There can be no assurance that the liquidation would be completed in a limited time frame, nor is there any assurance that the recoveries assigned to the assets would in fact be realized. Under section 704 of the Bankruptcy Code, a trustee must, among other duties, collect and convert the property of the estate as expeditiously as possible (generally at distressed prices), consistent with the best interests of parties-in-interest.

Recovery and Time Value of Money Considerations: The Liquidation Analysis has been prepared with chapter 7 recovery percentages reflecting a “fire sale” of the assets (and resulting lower recovery percentages), prolonged investigations and causes of action, and extended case timeline prior to distributions to creditors and the wind down process.

Conclusion

The Debtor has determined, as summarized in the following analysis, that confirmation of the Plan will provide creditors with a recovery that is not less than what they would otherwise receive in connection with a liquidation of the Debtor under chapter 7 of the Bankruptcy Code.

Asset book values and unsecured trade claims shown above are as of June 30, 2025 unless otherwise noted.

Notes

1. Cash – in a chapter 7 scenario the cash balance is a projected balance as of the Liquidation Date. In a chapter 11 scenario, the operating cash balance is assumed to be zero upon the Plan Effective Date.
2. Accounts Receivable – these assets are primarily composed of advertising revenue. Recovery estimates for accounts receivable take certain factors into consideration, such as counterparty, aging, concentration, and potential offsets.
3. Furniture and Fixtures – the net book value of furniture and fixtures consists of a Professional Bull Riders, LLC (“PBR”) branded desk owned by the Debtor with limited third party buyers.
4. Broadcasting and Other Equipment: the net book value of broadcasting and other equipment consists of primarily two transmission devices and production equipment.
5. Transportation Equipment: the net book value of transportation equipment consists of a Lincoln Aviator and a golf cart.

6. TBT Asset Clearing – the net book value of this asset consists of a temporary general ledger accounting entry likely related to fixed assets that has not yet been recorded to a final account. The Debtor does not have further insight or information into this asset or the type of account.
7. Note Receivable – the net book value of this asset is \$26.9 million consisting of distribution amounts incurred by the Debtor but contractually owed by TBN. For purposes of the Liquidation Analysis, the Debtor reduced this balance to \$0 to avoid potential redundancy or overlap with causes of action against TBN, which are separately categorized.
8. Intellectual Property – the net book value of these assets consists of the media library content produced and owned by the Debtor. In both a chapter 7 and a chapter 11 scenario, the Debtor assumes that the DIP Lender credit bids the full balance of the Secured DIP Facility for these assets or cash bids the same amount, which would be used to pay amounts outstanding under the super-priority Secured DIP Facility and be unavailable for other creditors.
9. Causes of Action against TBN – these assets consist of potential causes of action and litigation against TBN and TCT including the adversary complaint filed on the Petition Date. This asset includes approximately \$75.6 million in out-of-pocket damages (including the note receivable of \$26.9 million that is listed in the Debtor's Schedule of Assets) paid for or incurred by MSM on behalf of TBN (but contractually owed by TBN) along with \$58.7 million in future obligations via contract rejection damages for a total of \$134.4 million in estimated damages. Estimate does not include additional potential amounts related to lost profits and/or business failure as a result of TBN conduct. Recovery on account of these causes of action is contingent on a number of variables, including application of any valid setoff.
10. Causes of Action against Peteski – these assets consist of potential causes of action and litigation against Peteski, which are a subject of the Investigation.
11. Causes of Action against PBR – these assets consist of potential causes of action and counterclaims against PBR totaling at least \$14 million for amounts paid to PBR, damages for loss of the projected revenue stream, exemplary damages, and attorney fees / costs. Recovery on account of these causes of action is contingent on a number of variables, including application of any valid setoff.
12. GUC Recovery Pool Settlement – Under a chapter 11 scenario, this asset consists of a potential settlement involving a contribution by the DIP Lender to the GUC Recovery Pool for the benefit of Holders of Allowed Non-Lender Unsecured Claims, in an amount equal to the lesser of (a) \$17.0 million, and (b) such amounts required to guarantee a 10.0% recovery to Holders of Allowed General Unsecured claims; provided, that in any event, the

amount funded by Peteski to the GUC Recovery Pool shall be at least 10.0 million. Prior to the effective date of the Approved Plan, the Committee and the Debtor shall agree to allocate a certain portion of the GUC Recovery Pool to fund the pursuit of the Litigation Trust Causes of Action; provided, that such amounts shall not exceed \$2.5 million. For the avoidance of doubt, any amounts allocated to pursue such causes of action shall be credited against amounts that Peteski is required to fund into the GUC Recovery Pool. There is no GUC Recovery Pool Settlement under a chapter 7 scenario.

13. Convenience Class Settlement – under a chapter 11 scenario, assumes the lesser of 50% or \$750,000 to Holders of Allowed Unsecured Claims totaling less than \$100,000. Any Convenience Class Settlement amount shall be credited against amounts that Peteski is required to fund into the GUC Recovery Pool. Because there is no GUC Recovery Pool in a chapter 7 scenario, there is likewise no Convenience Class Settlement.
14. Legal Carve-Out – under a chapter 7 scenario, assumes a 30% contingency fee related to the recovery of any causes of action against PBR, TBN and/or Peteski. Under a chapter 11 scenario, prior to the effective date of the Approved Plan, a portion of the GUC Recovery Pool (no greater than \$2.5 million) is being allocated to pursue Litigation Trust Causes of Action.
15. Chapter 7 Trustee Surcharge – assumes a 3% Chapter 7 Trustee surcharge for any recovery amounts net of the Legal Carve-Outs in a chapter 7 scenario.
16. DIP Claims – in a chapter 7 scenario, this includes the \$4.1 million in new money under the Secured DIP Facility, which does not include a rollup of any prepetition amounts per the order approving the Secured DIP Facility, and includes both the Secured Claim portion and any deficiency claim (which would still constitute a super-priority administrative expense). In a chapter 11 scenario, this includes the \$13.4 million in total new money under the Secured DIP Facility, of which the only amounts that would be repaid or credit bid are the Secured Claim portion of the Secured DIP Facility; the DIP Lender has agreed to waive any deficiency claim under the DIP Facility.
17. Administrative Claims – assumes the \$10.0 million Unsecured DIP Facility is used to offset Professional Fees (which are also administrative claims). In a chapter 7 scenario, this includes the \$10 million Unsecured DIP Facility. In a chapter 11 scenario, this amount has been waived by the DIP Lender under the Plan.
18. Class 1 Other Secured Claims – assumes \$0 in both chapter 11 and chapter 7 scenarios which would be paid in full to the extent any claims are filed and / or allowed.
19. Class 2 Other Priority Claims – The Debtor estimates that it has received / scheduled claims in a total aggregate amount of approximately \$1.5 million. Of this amount, the Debtor estimates it has paid approximately \$1.4 million. The remaining \$100,000 represents the

Debtor's estimate of the unpaid amount of Other Priority Claims that will be outstanding on the Effective Date of the Plan or upon conversion to a chapter 7.

20. Class 3 Prepetition Bridge Loan Claims – in a chapter 7 scenario this includes the Peteski prepetition bridge note of \$7.7 million. In a chapter 11 scenario, this amount has been waived by the DIP Lender under the Plan.
21. Class 4 Unsecured Notes Claims – in a chapter 7 scenario this includes the Peteski unsecured notes for \$25.4 million and the Ribman unsecured note for \$5.2 million totaling approximately \$30.6 million. In a chapter 11 scenario, the Peteski unsecured notes for \$25.4 million are waived under a settlement leaving only the Ribman unsecured note for \$5.2 million.
22. Class 5 Trinity Claims – assumes \$0 under both chapter 7 and chapter 11 scenarios, as the Debtor believes that all of Trinity's claims are disputed and will be disallowed and/or recharacterized on several grounds.
23. Class 6 Contract Litigation Claims – assumes under both chapter 7 and chapter 11 scenarios, the PBR contract litigation claim filed for approximately \$181.4 million is settled for approximately \$80.0 million based on contract mitigation, Debtor counterclaims, judgement liquidation, setoffs and other adjustments. The Debtor reserves its rights to reduce this projected amount subject to a review of the relevant Proof of Claim.
24. Class 7 General Unsecured Claims – assumes approximately \$92.4 million under both chapter 7 and chapter 11 scenarios consisting of the remaining general unsecured filed proofs of claim and scheduled liabilities not otherwise included in classes four through eight.
25. Class 8 Convenience Claims – assumes approximately \$1.4 million under both chapter 7 and chapter 11 scenarios consisting of Allowed general unsecured filed proofs of claim and scheduled liabilities less than or equal to \$100,000.
26. Class 9 Section 510(b) Claims – assumes \$0 under both chapter 7 and chapter 11 scenarios.
27. Class 10 Existing Equity Interests – assumes \$0 under both chapter 7 and chapter 11 scenarios.

Merit Street Media, Inc.

Preliminary Liquidation Analysis

USD in actuals

	Notes	Chapter 7 Liquidation					Chapter 11 Plan					Pass / Fail	
		Book Value	High	Recovery	Low	Recovery	Book Value	High	Recovery	Low	Recovery	High	Low
<u>Distributable Assets</u>													
Cash	[1]	\$ 2,123,507	\$ 2,123,507	100.0%	\$ 2,123,507	100.0%	\$ -	\$ -	NA	\$ -	NA		
Accounts Receivable (net)	[2]	154,295	77,147	50.0%	15,429	10.0%	154,295	138,865	90.0%	115,721	75.0%		
Furniture & Fixtures (net)	[3]	16,187	4,856	30.0%	809	5.0%	16,187	8,093	50.0%	6,475	40.0%		
Broadcasting and Other Equipment (net)	[4]	34,561	10,368	30.0%	1,728	5.0%	34,561	24,193	70.0%	12,096	35.0%		
Transportation Equipment (net)	[5]	46,556	23,278	50.0%	6,983	15.0%	46,556	39,572	85.0%	23,278	50.0%		
TBT- Asset Clearing	[6]	32,939	-	-	-	-	32,939	-	-	-	-		
Note Receivable	[7]	-	-	NA	-	NA	-	-	NA	-	NA		
Intellectual Property (net)	[8]	33,889,050	4,100,000	12.1%	4,100,000	12.1%	33,889,050	13,420,294	39.6%	13,420,294	39.6%		
Causes of Action Against TBN	[9]	134,356,209	13,435,621	10.0%	-	-	134,356,209	40,306,863	30.0%	26,871,242	20.0%		
Causes of Action Against Peteski	[10]	-	-	NA	-	NA	-	-	NA	-	NA		
Causes of Action Against PBR	[11]	14,000,000	1,400,000	10.0%	-	-	14,000,000	4,200,000	30.0%	1,400,000	10.0%		
GUC Recovery Pool Settlement	[12]	-	-	-	-	-	16,319,480	16,319,480	100.0%	16,319,480	100.0%		
Convenience Class Settlement	[13]	-	-	-	-	-	680,520	680,520	100.0%	680,520	100.0%		
Total Distributable Assets		\$ 184,653,303	\$ 21,174,778	11.5%	\$ 6,248,457	3.4%	\$ 199,529,796	\$ 75,137,881	37.7%	\$ 58,849,106	29.5%		
<u>Collateral Reserves</u>													
Legal Carve-Out	[14]	44,506,863	4,450,686		-		2,500,000	2,500,000		2,500,000			
Chapter 7 Trustee Surcharge	[15]	4,204,393	501,723		187,454		-	-		-			
<u>Claims Classes</u>													
DIP Claims	[16]	\$ 4,100,000	\$ 4,100,000	100.0%	\$ 4,100,000	100.0%	\$ 13,420,294	\$ 13,420,294	100.0%	\$ 13,420,294	100.0%		
Administrative Claims	[17]	10,000,000	4,405,733	44.1%	-	-	-	-	NA	-	NA		
Class 1 Other Secured Claims	[18]	-	-	NA	-	NA	-	-	NA	-	NA	NA	NA
Class 2 Other Priority Claims	[19]	100,000	-	-	-	-	100,000	100,000	100.0%	100,000	100.0%	PASS	PASS
Class 3 Prepetition Bridge Loan Claims	[20]	7,716,636	7,716,636	100.0%	1,961,003	25.4%	-	-	NA	-	NA	NA	NA
Class 4 Unsecured Notes Claims	[21]	30,612,098	-	-	-	-	5,204,932	1,718,893	33.0%	1,239,768	23.8%	PASS	PASS
Class 5 Trinity Claims	[22]	-	-	NA	-	NA	-	-	NA	-	NA	NA	NA
Class 6 Contract Litigation Claims	[23]	80,000,000	-	-	-	-	80,000,000	26,419,455	33.0%	19,055,284	23.8%	PASS	PASS
Class 7 General Unsecured Claims	[24]	91,746,689	-	-	-	-	91,746,689	30,298,719	33.0%	21,853,240	23.8%	PASS	PASS
Class 8 Convenience Claims	[25]	1,361,040	-	-	-	-	1,361,040	680,520	50.0%	680,520	50.0%	PASS	PASS
Class 9 Section 510(b) Claims	[26]	-	-	NA	-	NA	-	-	NA	-	NA	NA	NA
Class 10 Existing Equity Interests	[27]	-	-	NA	-	NA	-	-	NA	-	NA	NA	NA
Total Distributions		NA	\$ 21,174,778		\$ 6,248,457		NA	\$ 75,137,881		\$ 58,849,106			