SO ORDERED.

SIGNED this 21st day of November, 2025.

Dale L. Somers
United States Chief Bankruptcy Judge

IN THE UNITED STATES BAN
FOR THE DISTRICT OF KANSAS
TOPEKA DIVISION

In re:	§	Chapter 11
LODGING ENTERPRISES, LLC,	§	Case No. 24-40423
Debtor.	§	

ORDER APPROVING DISCLOSURE STATEMENT AND CONFIRMING AMENDED PLAN OF LIQUIDATION OF LODGING ENTERPRISES, LLC

The above-captioned debtor and debtor in possession (the "Debtor") having:

a) commenced its chapter 11 case (the "Chapter 11 Case") on June 26, 2024 (the "Petition Date"), by filing its voluntary petition for relief under chapter 11 of the Bankruptcy Code;

b) operated its business and managed its properties during the Chapter 11 Case as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c) filed on September 11, 2025, the (a) *Plan of Liquidation of Lodging Enterprises, LLC Under Chapter 11 of the Bankruptcy Code* [Docket No. 579] (the "Initial Plan"); and (b) *Disclosure Statement for Amended Plan of Liquidation of Lodging Enterprises, LLC Under Chapter 11 of the Bankruptcy Code* [Docket No. 580] (the "Initial Disclosure Statement");

d) filed on October 16, 2025, amended versions of the (i) *Amended Plan of Liquidation of Lodging Enterprises, LLC Under Chapter 11 of the Bankruptcy Code* [Docket No. 610] (as amended or modified, the "Plan"); and (ii) *Disclosure Statement for Amended Plan of Liquidation of Lodging Enterprises, LLC Under Chapter 11 of the Bankruptcy Code* Docket No. 611] (the "Disclosure Statement");

e) filed on October 30, 2025, the *Certificate of Publication* [Docket No. 629] concerning the publication of the Order and Combined Notice on October 22, 2025, in *The Wall Street Journal*;

f) filed on October 31, 2025, the *Notice of Filing of Plan Supplement to the Amended Plan of Liquidation of Lodging Enterprises, LLC Under Chapter 11 of the Bankruptcy Code* [Docket No. 630];

g) filed on November 11, 2025, the *Affidavit of Service of Solicitation Materials* [Docket No. 639] (the "*Solicitation Affidavit of Service*") concerning the service of the Plan, the Disclosure Statement, ballots, and the Order and Combined Notice;

h) filed on November 13, 2025, the *Declaration of Tom Wenner in Support of (I) Approval of the Disclosure Statement and (II) Confirmation of the Amended Plan of Liquidation of Lodging Enterprises* [Docket No. 641] (the "Wenner Declaration");

i) filed on November 18, 2025, the *Notice of Filing of Modified Version and Redlines of Amended Plan of Liquidation of Lodging Enterprises, LLC Under Chapter 11 of the Bankruptcy Code* [Docket No. 643], which identified the modifications to the Plan;

j) filed on November 18, 2025, the *Notice of Filing of Modified Version and Redlines of the Plan Administration Agreement* [Docket No. 644], which identified the modifications to the Plan Administration Agreement;

k) filed on November 18, the *Notice of Filing of Proposed Order Approving Disclosure Statement and Confirming Amended Plan of Liquidation of Lodging Enterprises, LLC* [Docket No. 645];

l) filed on November 19, 2025, the *Supplemental Declaration of Tom Wenner in Support of (I) Approval of the Disclosure Statement and (II) Confirmation of the Amended Plan of Liquidation of Lodging Enterprises* [Docket No. 647] (the "Supplemental Wenner Declaration");

m) filed on November 19, 2025, the *Declaration of Craig E. Johnson of Kroll Restructuring Administration LLC Regarding the Ballot Summary* [Docket No. 646] (the "Johnson Declaration");

n) filed on November 19, the *Notice of Filing of Modified Version and Redlines of Proposed Order Approving Disclosure Statement and Confirming Amended Plan of Liquidation of Lodging Enterprises, LLC* [Docket No. 648];and

the Court having:

a) entered, on October 20, 2025, the *Order and Combined Notice to Creditors and Parties in Interest in a Chapter 11 Case* [Docket No. 619] (the "Order and Combined Notice");

b) held the combined hearing on the final approval of the Disclosure Statement and the confirmation of the Plan on November 20, 2025, at 1:30 p.m. Central Time (the "Combined Hearing");

c) reviewed the Plan, the Disclosure Statement, the Plan Supplement, the other documents identified above, and all pleadings filed with respect to final approval of the Disclosure Statement and Confirmation of the Plan, including all objections, statements, and reservations of rights with respect thereto, if any, filed on the docket in this Chapter 11 Case or voiced at the Combined Hearing;

d) considered the statements and arguments made by counsel in respect of Confirmation of the Plan and any objections thereto; and

e) considered all oral representations, testimony, documents, filings, and other evidence regarding Confirmation of the Plan and any objections thereto.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to the final approval of the Disclosure Statement and Confirmation of the Plan have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of Confirmation of the Plan and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, it hereby is DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The determinations, findings, judgments, decrees, and orders set forth and incorporated in (i) this order (this "Confirmation Order"), and (ii) the record of the Combined Hearing constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Bankruptcy Rules. Each finding of fact set forth or incorporated herein, to the extent it is or may be deemed a conclusion of law, shall also constitute a conclusion of law. Each

conclusion of law set forth or incorporated herein, to the extent it is or may be deemed a finding of fact, shall also constitute a finding of fact.

B. Jurisdiction; Venue; Core Proceeding (28 U. S. C. §§ 157(b)(2) and 1334(a)). The Court has jurisdiction over the Chapter 11 Case pursuant to 28 U. S. C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court has jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. Final approval of the Disclosure Statement and Confirmation of the Plan are core proceedings within the meaning of 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with section III of the United States Constitution.

C. Chapter 11 Petition. On the Petition Date, the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtor has operated its businesses and managed its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case. On July 17, 2024, the Office of the United States Trustee for the District of Kansas (the "U. S. Trustee") appointed an the Committee. On April 21, 2025, the U. S. Trustee filed a notice reconstituting the Committee.

D. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Case maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed and orders entered thereon. The Court also takes judicial notice of all evidence proffered or adduced and all arguments made at the hearings held before the Court during the pendency of the Chapter 11 Case.

E. Eligibility for Relief. The Debtor is a proper debtor under section 109 of the Bankruptcy Code and the Debtor is a proper proponent of the Plan under section 1121(a) of the Bankruptcy Code.

F. Solicitation and Notice. On October 20, 2025, the Court entered the Order and Combined Notice which, among other things, established November 18, 2025, at 4:00 p.m., as the deadline for voting to accept or reject the Plan (the "Voting Deadline"), November 18, 2025, as the deadline for objecting to Confirmation of the Plan and final approval of the Disclosure Statement (the "Objection Deadline"). The solicitation of votes on the Plan complied with the solicitation procedures in the Order and Combined Notice, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case and was in compliance with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. As evidenced by the Solicitation Affidavit of Service, all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to final approval of the Disclosure Statement and Plan Confirmation) have been provided due, proper, timely, and adequate notice and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

G. Disclosure Statement. The Disclosure Statement provides Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code. The Disclosure Statement also provides Holders of Claims and other entities with sufficient notice of the injunction and exculpation provisions contained in Article X of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

H. Voting. On November 19, 2025, in accordance with the Order and Combined Notice, the Debtor filed the Ballot Summary with the Court as an Exhibit to the Johnson

Declaration, which certified the results of the Ballots tabulated for Class 3 (Prepetition Secured Parties' Claim) and Class 4 (General Unsecured Claims) (together, the "Voting Classes"). The procedures used to tabulate Ballots were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations. As set forth in the Plan and the Disclosure Statement, only Holders of Claims in the Voting Classes were eligible to vote on the Plan. As evidenced by the Johnson Declaration, both Voting Classes—Class 3 (Prepetition Secured Parties' Claims) and Class 4 (General Unsecured Claims)—voted to accept the Plan.

I. Plan Supplement Documents. The Plan Supplement complies and is consistent with the terms of the Plan and the Bankruptcy Code, and the Debtor provided good and proper notice of its filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, Order and Combined Notice, and all other applicable laws, rules, and regulations. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. All Holders of Claims who voted to accept the Plan and who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified and supplemented by the Plan Supplement. The transmittal and notice of the Plan Supplement (and all documents identified therein) were appropriate and satisfactory based upon the circumstances of the Chapter 11 Case and were conducted in good faith. Subject to the terms of the Plan and compliance with the Bankruptcy Code and the Bankruptcy Rules, the Debtor reserves the right to alter, amend, update, or modify the Plan Supplement before the Effective Date, subject to approval by the Prepetition Secured Parties and the Committee; *provided that* no such alteration, amendment, update, or modification shall be inconsistent with the terms of this Confirmation Order or the terms of the Plan. No other or further notice with respect to the Plan Supplement

(and all documents identified therein) is necessary or shall be required, including any amendment, modification, or supplement thereto.

J. Modifications to Plan. Pursuant to, and in compliance with, section 1127 of the Bankruptcy Code, the Debtor has proposed certain modifications to the Plan as reflected therein (the "Plan Modifications"). In accordance with Bankruptcy Rule 3019, the Plan Modifications do not (a) constitute material modifications of the Plan under section 1127 of the Bankruptcy Code, (b) cause the Plan to fail to meet the requirements of sections 1122 or 1123 of the Bankruptcy Code, (c) materially or adversely affect or change the treatment of any Claims or Interests, (d) require re-solicitation of any Holders of Claims, or (e) require that any such Holders be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Under the circumstances, the form and manner of notice of the Plan Modifications were adequate, and no other or further notice of the Plan Modifications is necessary or required. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims that voted to accept the Plan or that are conclusively presumed to have accepted the Plan, as applicable, are deemed to have accepted the Plan as modified by the Plan Modifications. No Holder of a Claim that has voted to accept the Plan shall be permitted to change its acceptance to a rejection as a consequence of the Plan Modifications.

K. Objections. To the extent that any objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement and Confirmation of the Plan have not been adjourned, resolved, withdrawn, waived, or settled prior to entry of this Confirmation Order or otherwise resolved herein, they are hereby overruled on the merits based on the record before the Court.

L. Burden of Proof. The Debtor, as proponent of the Plan, has met its burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified or submitted a declaration on behalf of the Debtor or any other party, in support of the Plan and Confirmation, in connection with the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in their testimony.

M. Bankruptcy Rule 3016. The Plan is dated and identifies its proponent (*i.e.*, the Debtor), thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement and the Plan on the docket of the Chapter 11 Case satisfied Bankruptcy Rule 3016(b).

Compliance with Section 1129 of the Bankruptcy Code

N. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The evidentiary record at the Combined Hearing, the contents of the Plan and the Disclosure Statement, and the Court's judicial notice of the complete record of the Chapter 11 Case support the findings of fact and conclusions of law set forth herein.

O. Proper Classification (11 U.S. C. §§ 1122 and 1123(a)(1)). Article III of the Plan designates five separate Classes of Claims and Interests, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims (including Professional Fee Claims and Statutory Fees), and Priority Tax Claims, which are addressed in Article II of the Plan and, pursuant to section 1123(a)(1) of the Bankruptcy Code, need not be designated). As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims and Interests within the applicable Class. Valid business, factual, and legal reasons exist for separately classifying the

various Classes of Claims and Interests created under the Plan. Such classifications were not implemented for improper purposes, and such Classes do not unfairly discriminate between or among Holders of Claims or Interests. The Plan, therefore, satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

P. Specified Unimpaired and Impaired Classes (11 U.S.C. §§ 1123(a)(2) and 1123(a)(3)). Article III of the Plan specifies that Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired. Article III of the Plan also specifies the treatment of each Impaired Class under the Plan, which are Classes 3 (Prepetition Secured Parties' Claim), 4 (General Unsecured Claims), and 5 (Equity Interests). Therefore, the Plan satisfies sections 1123(a)(2)-(3) of the Bankruptcy Code.

Q. No Discrimination (11 U.S.C.§ 1123(a)(4)). Article III of the Plan provides the same treatment for each Claim or Interest within a particular Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. The Plan, therefore, satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

R. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). Article V and various other provisions of the Plan and the Plan Administration Agreement (set forth in the Plan Supplement) provide adequate and proper means for the Plan's implementation. These provisions include, without limitation: (a) the assignment and transfer of any and all of the Debtor's remaining assets, including any Retained Causes of Action, to the Post-Effective Date Debtor; (b) the settlement of Claims and Interests pursuant to Bankruptcy Rule 9019; (c) the appointment of a Plan Administrator (identified in the Plan Supplement) for tasks including, but not limited to, winding down the Debtor's Estate and making Distributions to Holders of Allowed Claims in accordance

with the Plan (as set forth in further detail in Article V.E. of the Plan and the Plan Administration Agreement); (d) the sources of consideration for Distributions pursuant to the Plan; (e) the cancellation of notes, agreements, and other instruments except as otherwise provided in the Plan; and (f) the authority to undertake corporate actions necessary to effectuate the Plan. Article VI (Treatment of Executory Contracts and Unexpired Leases), Article VII (Provisions Governing Distributions), and Article IX (Conditions Precedent to Confirmation and Consummation of The Plan), among other provisions of the Plan, set forth the means for its implementation. The Plan, therefore, satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

S. Directors and Officers (11 U.S.C. § 1123(a)(7)). The Debtor disclosed the identify of and the material terms of engagement for the Plan Administrator pursuant to the Plan Supplement. In accordance with the Plan, the Debtor selected Bryan M. Gaston to serve as the Plan Administrator. On the Effective Date, Mr. Gaston, without the need for further action or approval, shall be appointed as Plan Administrator pursuant to the terms the Plan Administration Agreement. The Plan Administration Agreement and the terms thereof are hereby approved and the Debtor, the Post-Effective Date Debtor and the Plan Administrator, as applicable, are each authorized to enter into and perform under the Plan Administration Agreement. After the Effective Date, pursuant to section 1124(b) of the Bankruptcy Code, the Plan Administrator shall be authorized to file the Debtor's tax returns, if any, and pay any related tax obligations, consistent with the terms of the Article V.E. of the Plan and the Plan Administration Agreement. Pursuant to Article V.J. of the Plan, following the Confirmation Date and prior to the Effective Date, the then-current officers, directors and managers of the Debtor shall continue in their respective capacities in accordance with the applicable by-laws or other organizational documents of the Debtor, and the Debtor shall execute such documents and take such other action

as is necessary to effectuate the actions provided for in the Plan. Article V.J. also provides that on and after the Effective Date, the Plan Administrator shall serve as the sole member, shareholder, interest holder, officer, director or manager of the Debtor, as applicable, under applicable state law. The manner of selection of the Plan Administrator is consistent with the interests of creditors and other stakeholders, as well as with public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

T. Discretionary Contents of the Plan (11 U.S.C.§ 1123(b)). The Plan contains various provisions that may be construed as discretionary and are not required for confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent in any way with the applicable provisions of the Bankruptcy Code. As a result thereof, the requirements of section 1123(b) of the Bankruptcy Code have been satisfied.

U. Impairment/Unimpairment of Any Class of Claims or Interest (11 U.S.C.§ 1123(b)(1)). The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. Article III of the Plan impairs or leaves unimpaired each Class of Claims and Interests.

V. Rejection (11 U.S.C. § 1123(b)(2)). Consistent with section 1123(b)(2) of the Bankruptcy Code, Article VI of the Plan provides for the rejection of all of the Debtor's executory contracts or unexpired leases that (i) have not been previously rejected, assumed, or assumed and assigned, including in connection with a Sale Transaction, and are not the subject of a pending motion or notice to reject, assume, or assume and assign as of the Effective Date, and (ii) have not expired under their own terms prior to the Effective Date, *provided*, *however*, that nothing in this Article VI of the Plan shall cause the rejection, breach, or termination of any contract of

insurance benefiting the Debtor and its Estate, the Debtor's officers, managers and directors, and/or the Post-Effective Date Debtor.

W. The Debtor's Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtor has complied with the applicable provisions of the Bankruptcy Code. Specifically: (a) the Debtor is a proper debtor under section 109 of the Bankruptcy Code; (b) the Debtor has complied with all applicable provisions of the Bankruptcy Code, including section 1125, except as otherwise provided or permitted by order of the Court; and (c) the Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Order and Combined Notice. In compliance with the Order and Combined Notice, the Debtor caused copies of the following materials to be transmitted to the known Holders of Claims in Classes that were entitled to vote to accept or reject the Plan (*i.e.*, Claims in Classes 3 and 4): (1) the Disclosure Statement and the Plan; (2) the Order and Combined Notice; and (3) an appropriate form of ballot and a pre-addressed postage prepaid return envelope (collectively, the "Solicitation Materials"). In further compliance with the Order and Combined Notice and as evidenced by the Solicitation Affidavit of Service, the Debtor caused copies of the Disclosure Statement, the Plan, and the Order and Combined Notice to be served on all parties in interest. The Debtor provided due and proper notice of the Hearing and all relevant dates, deadlines, procedures, and other information relating to the Plan and/or the solicitation of votes thereon, including, without limitation, the Voting Deadline and the Objection Deadline, the time, date, and place of the Combined Hearing and the provisions in the Plan concerning the Plan's exculpation and the Plan injunction provided for in the Plan. Based on the foregoing, all Persons and Entities entitled to receive notice of the Disclosure Statement and the Plan, have received proper, timely, and adequate notice in accordance with the Order and Combined Notice, the applicable provisions of the Bankruptcy

Code and the Bankruptcy Rules and have had an opportunity to appear and be heard with respect thereto. As such, the Debtor is in compliance with section 1128 of the Bankruptcy Code and Bankruptcy Rules 2002(b) and 3017(d)-(f). No other or further notice is required.

X. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan has been proposed by the Debtor in good faith and in the belief that the proposed liquidation contemplated under the Plan will maximize value for the Debtor's creditors. The Plan accomplishes the goals promoted by section 1129(a)(3) of the Bankruptcy Code by enabling the Plan Administrator to authorize and instruct the Disbursing Agent to make Distributions to creditors on a fair and equitable basis, in accordance with the priorities established by the Bankruptcy Code, subject to the terms of the Plan. The Plan has been proposed with the legitimate purpose of maximizing the value of the Estate to achieve the best interests of the Debtor's creditors and not by any means forbidden by applicable law. The Debtor and the Exculpated Parties have acted diligently and in good faith in connection with the filing and prosecution of this Chapter 11 Case as is evident from the facts and record of the Chapter 11 Case, the Disclosure Statement, the Plan, the Solicitation Materials and the record of the Combined Hearing, the declarations and testimony submitted to the Court, and other proceedings held in the Chapter 11 Case. In so finding, the Court has considered the totality of the circumstances in the Chapter 11 Case. The support for the Plan by Holders of Claims in Class 3 and Class 4 who voted to accept the Plan further demonstrates that the Plan was proposed in good faith. Finally, as described in greater detail below, the Plan's indemnification, exculpation and injunction provisions are warranted, necessary, and appropriate, and are supported by sufficient consent and consideration under the circumstances of the Chapter 11 Case as a whole and are consistent with sections 105, 1123(b)(6), and 1129 of the Bankruptcy Code and applicable law in this Circuit, and the Debtor and the

Exculpated Parties will be acting in good faith if they proceed to consummate the Plan and the agreements, settlements, transactions, distributions, and other transfers contemplated therein and in this Confirmation Order and take any actions authorized by the Plan and this Confirmation Order.

Y. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). No payment for services or costs and expenses in connection with the Chapter 11 Case, or in connection with the Plan and incident to the Chapter 11 Case, has been or will be made by the Debtor other than payments that have been authorized by an order of the Court, including without limitation by the Confirmation of the Plan by this Confirmation Order. Pursuant to Article II.A.2. of the Plan, such Professional Persons' final applications for allowance of compensation for services rendered and reimbursement of expenses incurred must be filed and served **no later than thirty (30) days after the Effective Date.** Such applications will be subject to review and approval by the Court.

Z. Proper Disclosure of Officers (11 U.S.C. § 1129(a)(5)). The Debtor has complied with section 1129(a)(5) by providing such disclosures in the Plan Supplement and the Plan. The Plan, in conjunction with the Plan Supplement, satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

AA. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

BB. "Best Interest Test" 11 U.S.C. § 1129(a)(7). Each Holder of an Impaired Claim or Impaired Interest has either accepted the Plan or will receive or retain on account of such

Claim or Interest, property of a value on 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. The liquidation analysis attached as Exhibit B to the Disclosure Statement and the other evidence related thereto in support of Confirmation that was presented, proffered, or adduced at or prior to the Combined Hearing: (a) are reasonable, persuasive, and credible; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that each Holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code on such date. The Plan, therefore, satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

CC. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Section 1129(a)(8) of the Bankruptcy Code requires that each class of claims or interests must either accept a plan or be unimpaired under a plan. Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired Classes of Claims, which are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. Classes 3 (Prepetition Secured Parties' Claim) and 4 (General Unsecured Claims) are the Impaired Classes entitled to vote on the Plan. Both Classes 3 and 4 voted to accept the Plan. Class 5 (Equity Interests) is conclusively presumed to reject the Plan because no distribution is anticipated to the Holders of such Interests, in accordance with section 1126(g) of the Bankruptcy Code. The Plan, therefore, does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code because at least one Impaired

Class has voted against the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

DD. Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims and Priority Tax Claims as set forth in Article II of the Plan is in accordance with the requirements of section 1129(a)(9) of the Bankruptcy Code. As such, the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

EE. Acceptance by at Least One Impaired Class of Claims (11 U.S. C. § 1129(a)(10)). As set forth in the Ballot Summary, Classes 3 and 4 are Impaired Classes of Claims entitled to vote pursuant to the Plan, and Classes 3 and 4 voted to accept the Plan. Therefore, at least one Class of Claims that is Impaired under the Plan has accepted the Plan, as determined without including any acceptance of the Plan by any insider. Accordingly, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

FF. Confirmation is not likely to be followed by need for further reorganization (11 U.S.C. § 1129(a)(11)). The Plan provides for, among other things, the distribution of the Debtor's Cash in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan. Further, as set forth in Article V of the Plan, any remaining assets of the Debtor as of the Effective Date will vest in Post-Effective Date Debtor for the administration, liquidation, and distribution by the Plan Administrator in accordance with the terms of the Plan Administration Agreement and the Plan. Accordingly, no further reorganization of the Debtor is contemplated. Based on the evidence proffered or adduced at or prior to the Combined Hearing and in the Plan, the Debtor will have sufficient funds available as of the Effective Date to pay all Claims and expenses that are required to be paid on the Effective Date pursuant to the terms of the Plan (including

Administrative Claims and Priority Tax Claims (to the extent not already fully satisfied)). Accordingly, the Plan is the feasible. The Plan, therefore, satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

GG. Payment of Bankruptcy Fees (11 U.S.C. § 1129(a)(12)). The Plan provides for the payment of all fees payable by the Debtor pursuant to 28 U.S.C. § 1930(a) on and after the Effective Date until the entry of a final decree in the Chapter 11 Case or until the Chapter 11 Case is converted or dismissed. The Plan, therefore, satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

HH. Non-applicability of Certain Sections (11 U.S.C. §§ 1129(a)(13), (14), (15), and (16)). The Debtor does not owe any retiree benefits, domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Case.

II. "Cram Down" Requirements – Section 1129(b). The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that not all Classes voted to accept the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. First, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. Second, the Plan is fair and equitable with respect to each Impaired Class that did not vote to accept the Plan. The Plan has been proposed in good faith, is reasonable and meets the requirements that no Holder of a Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest and no Holder of a Claim or Interest in a Class senior to such Classes is receiving more than payment in full on account of its Claim or Interest. Accordingly, the Plan is fair and equitable towards all Holders of Claims and Interests in Impaired Classes that did not vote to

accept the Plan. Third, the Plan is consistent with the absolute priority rule and does not discriminate unfairly with respect to Impaired Classes that did not vote to accept the Plan because similarly situated Holders will receive substantially similar treatment on account of their Claims or Interests in such Class. The Plan may therefore be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

JJ. Only One Plan (11 U.S.C. § 1129(c)). Other than the Plan (including any previous versions thereof), no other plan has been filed in these Chapter 11 Case. The Plan, therefore, satisfies the requirements of section 1129(c) of the Bankruptcy Code.

KK. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act, 15 U.S.C.§ 77e. No Governmental Unit has requested that the Court refuse to confirm the Plan on similar grounds. The Plan, therefore, satisfies the requirements of section 1129(d) of the Bankruptcy Code.

LL. Good Faith Solicitation (11 U.S.C. § 1125(e)). The Debtor's good faith is evident from the facts and record of the Chapter 11 Case, the Disclosure Statement, the Plan, the Solicitation Materials, and the record of the Combined Hearing, the testimony submitted to the Court, and other proceedings held in the Chapter 11 Case. The Debtor has proposed the Plan with the legitimate and honest purpose of maximizing the value of the Debtor's Estate for the benefit of its creditors. Accordingly, the Debtor has been, is, and will continue to act in good faith if it proceeds to: (i) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (ii) take the actions authorized and directed or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code and the

aforementioned parties have acted in good faith within the meaning of sections 1125(e) and 1126(e) of the Bankruptcy Code.

MM. Implementation. The various means for implementation of the Plan, as set forth in Article V and other provisions of the Plan (collectively, the "Implementation Activities"), have been designed and proposed in good faith. The Implementation Activities are adequate and will promote the maximization of the value of the ultimate recoveries under the Plan in a fair and equitable manner in accordance with the priorities established by the Bankruptcy Code. The Implementation Activities are not intended to hinder, delay, or defraud any entity to which the Debtor is indebted on the Effective Date.

NN. Exculpation. The exculpation provisions contained in Article X.B. of the Plan are appropriately tailored in scope given the circumstances of this Chapter 11 Case to achieve the overall purpose of the Plan and are consistent with applicable law. The exculpation provisions are supported by proper evidence, proposed in good faith, formulated following good faith, arm's-length negotiations with key constituents. Each Exculpated Party made significant contributions to the Chapter 11 Case, including with respect to the negotiation and implementation of the transactions embodied in the Plan. The record in the Chapter 11 Case fully supports the exculpation provisions, which are appropriately tailored to protect the Exculpated Parties from unnecessary litigation arising from their participation in the Chapter 11 Case and the Debtor's liquidation and are consistent with the Bankruptcy Code and applicable law. The exculpation provisions also contain appropriate carve outs for actions determined by a Final Order to have constituted actual fraud, willful misconduct, or criminal conduct.

OO. Injunction. The injunction provision provided in Article X.C. of the Plan is necessary to implement, preserve, and enforce the Plan.

PP. Preservation of Rights of Action. Article X.E. of the Plan appropriately provides that the Debtor will retain, for the Debtor or Plan Administrator to adjudicate and enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action whether arising before or after the Petition Date. The Plan and Plan Supplement provide meaningful disclosure with respect to the potential Retained Causes of Action that the Debtor may retain. All parties in interests received adequate notice with respect to such Retained Causes of Action. The provisions regarding the preservation of the Retained Causes of Action in the Plan are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtor, the Estate, and Holders of Claims and Interests.

QQ. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

BASED ON THE FOREGOING FINDINGS OF FACT, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. Confirmation. The Plan, attached hereto as **Exhibit A**, is **APPROVED** in its entirety and **CONFIRMED** in its entirety under section 1129 of the Bankruptcy Code. The terms of the Plan, the Plan Supplement and each of the documents comprising the Plan Supplement, any amendments, modifications, or supplements thereto, and all documents and agreements thereto are incorporated by reference into and are an integral part of the Plan, and such terms and their implementation are hereby approved and authorized. The Debtor and/or the Plan Administrator (as applicable) are authorized to take all actions necessary or appropriate to enter into, implement, and consummate the contracts, instruments, releases, and other agreements or documents created in connection with the Plan. Capitalized terms not otherwise defined herein shall have the meanings identified in the Plan.

2. Final Approval of Disclosure Statement. The Disclosure Statement is hereby **APPROVED**, on a final basis, pursuant to section 1125 of the Bankruptcy Code.

3. Objections. To the extent that any objections have not been withdrawn or resolved prior to the entry of this Confirmation Order, all objections are overruled in all respects for the reasons set forth in the record of the Combined Hearing, which record is incorporated herein, and all withdrawn informal comments, if any, are deemed withdrawn with prejudice.

4. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan be approved and confirmed in its entirety.

5. Implementation. The Debtor and the Plan Administrator are authorized to take all actions necessary, appropriate, or desirable to enter into, implement, and consummate the contracts, instruments, releases, leases, agreements, or other documents created or executed in connection with the Plan. Without further order or authorization of this Court, the Debtor, the Plan Administrator, and their successors are authorized and empowered to make all modifications to all Plan documents that are consistent with the Plan. Execution versions of the Plan and all related documents, where applicable, shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms.

6. Classifications. The classification of Claims for purposes of Distributions made under the Plan shall be governed solely by the terms of the Plan.

7. Effective Date. The Effective Date of the Plan shall occur on the date determined by the Debtor when the conditions set forth in Article IX.B of the Plan have been satisfied or, if applicable, waived in accordance with the Plan.

8. No Discharge. Notwithstanding any other provision of the Plan or this Confirmation Order, the Debtor shall not receive a discharge pursuant to 11 U.S.C. § 1141(d)(3) of the Bankruptcy Code.

9. Settlement of Claims. As discussed in detail in the Disclosure Statement and the Plan, and as otherwise provided herein, in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan. Subject to Article VII of the Plan, all Distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final. The entry of this Confirmation Order constitutes this Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by this Court that such compromise or settlement is in the best interests of the Debtor, the Estate, and Holders of Claims and Interests and is fair, equitable, and reasonable. The compromises and settlements described herein and in the Plan are nonseverable from each other and from all other terms of the Plan. In accordance with and subject to the provisions of the Plan (including the consent rights thereunder), pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of this Court, after the Effective Date, (i) the Plan Administrator may compromise and settle any Claims against, and Interests in, the Debtor and its Estate; and (ii) the Plan Administrator, subject to the Plan Administration Agreement, may compromise and settle Retained Causes of Action against other Persons or Entities, provided, however, that if the amount in dispute with respect to a Disputed Claim is greater than $25,000, then the Plan Administrator shall file a motion seeking approval of any settlement or compromise of such Claim.

10. Corporate Action. On and after the Effective Date, by virtue of entry of this Confirmation Order, all actions contemplated by the Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtor, or any other Entity or Person. All matters provided for in the Plan involving the corporate structure of the Debtor, and any corporate action required by the Debtor in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtor or its Estate.

11. Preservation of Causes of Action. Unless any Causes of Action are expressly waived, relinquished, released, compromised, or settled in the Plan or any final order entered by this Court including, without limitation, any Sale Order, the Portfolio Sale Settlement Order, the Portfolio Sale Settlement Agreement, and this Confirmation Order, the Debtor expressly reserves all Causes of Action for later adjudication. On and after the Effective Date, the Plan Administrator shall be the representative of the Debtor's Estate with respect to the Retained Causes of Action and may, subject to the terms of the Plan Administration Agreement, abandon, pursue, litigate, or settle any Retained Causes of Action. No Entity may rely on the absence of a specific reference in the Plan or Disclosure Statement to any Cause of Action against them as any indication that the Plan Administrator will not pursue any and all available Causes of Action against them. No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to the Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation of the Plan. Prior to the Effective Date, the Debtor, and on and after the Effective Date, the Plan Administrator, as applicable, and subject to the provisions of the Plan

Administration Agreement, shall retain and shall have, including through their authorized agents or representatives, the right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Retained Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court, except as otherwise provided by the Plan. Notwithstanding anything contained herein to the contrary, the settlement of any Claims and Causes of Action which are expressly to be settled by Confirmation of this Plan itself shall be resolved only by Confirmation of the Plan and the occurrence of the Effective Date.

12. Vesting of Assets in Post-Effective Date Debtor. As set forth in Article V.B. of the Plan, on or before the Effective Date, the Debtor shall be deemed to have assigned and transferred any and all of its respective remaining assets, including the Retained Causes of Action, to the Post-Effective Date Debtor. As of the Effective Date, all property of Post-Effective Date Debtor shall be free and clear of all Claims, encumbrances, Equity Interests, charges, and Liens except as otherwise provided or contemplated in the Plan or this Confirmation Order.

13. Plan Administrator and Plan Administration Agreement. The Court hereby authorizes and approves in all respects (i) the Plan Administration Agreement, substantially in the form filed in the Plan Supplement, as modified; and (ii) the appointment of Bryan M. Gaston as the Plan Administrator, as set forth and disclosed in the Plan Supplement. The Court further authorizes and approves all transactions contemplated by the Plan Administration Agreement or the Plan to be undertaken by the Plan Administrator. Without limitation of the generality of the foregoing, the Plan Administrator and the Debtor are hereby authorized, without further approval of this Court or any other party and in accordance with the Plan, to execute the Plan

Administration Agreement and deliver, file, and/or record any contracts, agreements, instruments, or other documents contemplated by the Plan or the Plan Administration Agreement (or necessary or desirable to effectuate the transactions contemplated thereby) and to take all other steps necessary to perform his obligations pursuant to the Plan Administration Agreement and consistent with the Plan. Once executed, the Plan Administration Agreement shall constitute legal, valid, and binding obligations of the parties thereto and shall be enforceable according to its terms.

14. Pursuant to Article V.F of the Plan, on the Effective Date and in accordance with the Plan and the Plan Administration Agreement, the Plan Administrator shall accept the Plan Administration Assets, which shall be free and clear of all Liens, Claims, and Interests except as otherwise provided in the Plan or this Confirmation Order.

15. Effectuating Documents; Further Transactions. On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of the Debtor and the Post-Effective Date Debtor, as applicable, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan and the Plan Administration Agreement.

16. Rejection of Executory Contracts and Unexpired Leases. The **rejection** of Executory Contracts and Unexpired Leases as set forth in Article VI.A. of the Plan is hereby authorized. Unless otherwise set forth in the Plan, rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are as of the Effective Date without the need for any further action or consents that may otherwise be required under applicable non-bankruptcy law,

and this Confirmation Order shall constitute an order of the Court approving such rejections as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code.

17. Claims Based on Rejection of Executory Contracts or Unexpired Leases. As provided in Article VI.D. of the Plan, all Proofs of Claim with respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to Confirmation of the Plan, if any, must be filed with the Claims Agent **within thirty (30) days after the occurrence of the Effective Date**. Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to Confirmation of the Plan that is not filed within such times will be disallowed, and any Holders of such rejection damages claims that do not file Proofs of Claim for such rejection damages claims by such deadline shall be forever barred from asserting such rejection damages claims against the Debtor, the Estate, the Post-Effective Date Debtor, or their respective property. All such Claims for which Proofs of Claim are timely and properly filed and ultimately Allowed will be treated as Class 4 General Unsecured Claims.

18. Insurance Policies. As set forth in Article V.K. of the Plan, Confirmation of the Plan shall not discharge, impair or otherwise modify any obligations of the Insurance Policies that were not assumed and assigned to a Purchaser pursuant to a Sale Order or a Sale Transaction, including without limitation the D&O Tail Coverage.

19. Reservation of Rights. Nothing contained in the Plan shall constitute an admission by the Debtor that any executory contract or unexpired lease is in fact an executory contract or unexpired lease or that the Debtor, the Post-Effective Date Debtor, or Plan Administrator has any liability thereunder.

20. Distributions Under the Plan. On and after the Effective Date, the Distributions on account of Allowed Claims pursuant to Article VII of the Plan and the resolution and treatment

of Disputed Claims pursuant to Article VIII of the Plan are authorized to occur and, without limitation on the other provisions of the Plan and this Confirmation Order concerning the powers, duties, and authority of the Debtor and Plan Administrator, and the Debtor and Plan Administrator shall be authorized to effectuate such Distributions, resolution, and treatment required by the Plan and Plan Administration Agreement. After the Effective Date, notwithstanding any other terms of the Plan, upon payment of all Allowed Administrative Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, Plan Administration Expenses, and to the extent that the Plan Administrator determines in good faith and on a reasonable basis, that substantially all of the Claims and expenses for which the Wind-Down Amount was held in escrow are no longer outstanding or otherwise satisfied in full, the Plan Administrator shall remit any remaining unused Wind-Down Amount and Plan Administration Assets (or proceeds thereof) to the Prepetition Secured Parties Claim as Residual Cash, provided, for the avoidance of doubt, that the Plan Administrator shall not remit any Cash to the Prepetition Secured Parties Claim as Residual Cash until after the deadline for filing Claims arising from the rejection of Executory Contracts or Unexpired Leases under this Plan, and the Plan Administrator has reasonably determined whether additional Cash is needed to pay Allowed General Unsecured Claims in full.

21. Exculpation. The exculpation provision contained in Article X.B. of the Plan is approved and incorporated herein in all respects.

22. Injunction. The injunction contained in Article X.C. of the Plan is approved and incorporated herein in all respects.

23. Section 1146(a) Exemption. Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the execution, delivery, or

recording of an instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including, without limitation, any transfers to or by the Debtor, if on the Effective Date, and the Plan Administrator, if after the Effective Date, of the Debtor's property in implementation of or as contemplated by the Plan shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each taxing authority, recorder of deeds or similar official for any county, city or Governmental Unit or parish in which any instrument hereunder or related to the Plan or any transactions contemplated thereunder is to be recorded shall, pursuant to this Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

24. Release of Liens. Except as otherwise provided herein or in the Plan, the Plan Administration Agreement, and/or relevant documents, agreements, and instruments contained in the Plan Supplement, on the Effective Date all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estate shall be fully released, without any further action of any party, including, but not limited to, further order of the Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code, 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 and its successors and assigns. Following the Effective Date, the Plan Administrator may transfer and dispose of any such property, free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Rules and without further approval of the Court or notice to Creditors, except as may otherwise be required under the Plan or herein.

25. Administrative Claims Bar Date Provisions. Unless otherwise provided in the Bankruptcy Code or previously filed or as otherwise governed by a bar date order or in another order of the Court, requests for payment of Administrative Claims arising on or after the Petition Date, through and including the Effective Date, must be filed with the Court and served on the Debtor or Plan Administrator **no later than thirty (30) days after the Effective Date** (the "Administrative Claims Bar Date"), provided, that the foregoing shall not apply to the U.S. Trustee as a Holder of a Statutory Fee. Holders of Administrative Claims that are required to file and serve a request for payment of such Administrative Claims and that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred from asserting such Administrative Claims against the Debtor, the Estate, the Post-Effective Date Debtor, or their respective property.

26. Cancellation of Notes, Instruments, Certificates, and Other Documents. On the Effective Date, except as otherwise provided herein or in the Plan, all agreements, notes, instruments, certificates, and other instruments or documents evidencing or creating any Claim or Interest shall be deemed cancelled and the obligations of the Debtor or Post-Effective Date Debtor shall be limited to those Distributions proposed under the Plan, if any, with respect to such Claim or Interest.

27. Professional Fee Claims. Any Professional Persons asserting a Professional Fee Claim must file their respective final applications for allowance of such Claim **no later than thirty (30) days after the Effective Date.** All such final applications for allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Court. Professional Persons that are required to file and serve a final application for allowance of Professional Fee Claims and that do not file and serve a final application by such

deadline shall be forever barred from asserting such Professional Fee Claims against the Debtor, the Estate, the Post-Effective Date Debtor, or their respective property, unless the Plan Administrator agrees to extend such deadline.

28. Notices of Confirmation and Effective Date. The Debtor shall serve a notice of entry of this Confirmation Order and of the Effective Date (such notice may constitute a combined notice) in accordance with Bankruptcy Rules 2002 and 3020(c) on all creditors, equity holders, and parties having requested notice in the Chapter 11 Case. Notwithstanding the above, no notice of Confirmation or Effective Date or service of any kind shall be required to be mailed or made upon any party to whom the Debtor mailed notice of the Combined Hearing, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtor has been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. The above-referenced notices are adequate under the particular circumstances of the Chapter 11 Case and no other or further notice is necessary.

29. Payment of Statutory Fees. On the Effective Date, and thereafter as may be and if and to the extent required, the Disbursing Agent shall pay all fees payable from the Wind-Down Account pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

30. Successors and Assigns. The rights, duties and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Person.

31. Plan Supplement. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto, and all documents and agreements introduced into evidence by the Debtor at the Combined Hearing (including all exhibits and

attachments thereto and documents referred to therein), and the execution, delivery, and performance thereof by the Plan Administrator, are authorized and approved when they are finalized, executed, and delivered. Without further order or authorization of this Court, the Debtor, the Plan Administrator, and their respective successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan, subject to approval of the Prepetition Secured Parties or order of the Court.

32. Binding Effect of Prior Orders and Agreements. Pursuant to section 1141 of the Bankruptcy Code, effective as of the Confirmation Date, but subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in the Chapter 11 Case, all documents and agreements executed by the Debtor as authorized and directed thereunder, and all motions or requests for relief by the Debtor pending before the Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtor, the affected creditors, and the Plan Administrator. The failure to specifically reference any particular provision set forth in the Plan or Plan Administration Agreement in this Confirmation Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Plan Administration Agreement, and the Plan and each and every provision, term and condition thereof be authorized and approved in their entirety.

33. Governmental Approvals Not Required. Except as otherwise specifically provided herein, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents,

instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

34. Effectiveness of All Actions. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, members, managers, or the Plan Administrator and with the effect that such actions had been taken by unanimous action of such officers, directors, members, managers, or employees.

35. Plan and Confirmation Order Mutually Dependent. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtor's consent; and (c) nonseverable and mutually dependent.

36. Reversal. If any of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by a subsequent order of the Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to receipt of written notice of such order by the Debtor, the Post-Effective Date Debtor, or the Plan Administrator. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligations incurred undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, all documents relating to the Plan, and any amendments or modifications to any of the foregoing.

37. No Stay/Immediate Binding Effect. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, from and after the entry of this Confirmation Order and upon the occurrence of the Effective Date, the terms of the Plan, the documents contained in the Plan Supplement, and this Confirmation Order shall not be stayed and shall be immediately effective upon entry and enforceable and deemed binding upon the Debtor, the Plan Administrator, and any and all Holders of Claims and Interests, all entities that are parties to or subject to the settlements, compromises, releases, and injunctions described in the Plan or in this Confirmation Order, all state or local governments and governmental officials subject to the provisions of section 1146(a) of the Bankruptcy Code, any and all non-Debtor parties to executory contracts and unexpired leases with the Debtor, and the respective heirs, executors, administrators, successors or assigns, if any, of any of the foregoing.

38. Recording. The Debtor, the Post-Effective Date Debtor, and the Plan Administrator are hereby authorized to deliver a notice or short form of this Confirmation Order, with the Plan attached, to any state or local recording officer, and such officer must accept for filing such documents or instruments without charging any stamp tax, recording tax, personal property transfer tax, mortgage, or other similar tax. Such notice (a) shall have the effect of an order of this Court, (b) shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers, and (c) shall be a reasonable instrument notwithstanding any contrary provision of non-bankruptcy law. This Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

39. Missouri Department of Revenue Priority Tax Claim. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Plan Administrator shall pay the

Allowed Priority Tax Claim of the Missouri Department of Revenue in the amount of $17,668.07 within ten (10) days of the Effective Date.

40. Texas Comptroller of Public Accounts. Notwithstanding anything else to the contrary in the Plan or this Confirmation Order, the Texas Comptroller of Public Accounts (the "Texas Comptroller") reserves the following rights: (1) any statutory or common law setoff rights in accordance with Bankruptcy Code Section 553; (2) any rights to pursue any non-debtor third parties for tax debts or claims; and (3) subject to any applicable limitation in the Bankruptcy Code, to the extent that interest is payable with respect to any allowed administrative expense, priority, or secured tax claim of the Texas Comptroller, payment of the statutory rate of interest pursuant to Texas Tax Code § 111.060. The Debtor's, the Post-Effective Date Debtor's and Texas Comptroller's rights and defenses under Texas state law and the Bankruptcy Code with respect to the foregoing are fully preserved. Nothing contained in the Plan or this Confirmation Order will be deemed to be a waiver or relinquishment of, or otherwise affect, any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that the Debtor, the Post-Effective Date Debtor, or any non-Debtor third party has under non-bankruptcy law in connection with any claim, liability or cause of action of the Texas Comptroller.

41. Plan and Confirmation Order Govern. Without intending to modify any prior order of this Court (or any agreement, instrument, or document addressed by any prior order), in the event of an inconsistency between the Plan, on the one hand, and any other agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the provisions of the Plan shall govern, excluding the matters governed by any Sale Order which shall control in the event of an inconsistency; *provided, further,* that, for the avoidance of doubt,

in the event of any inconsistency between the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall govern.

42. Final Order. This Confirmation Order is a final order, and the period in which an appeal must be filed shall commence immediately upon the entry hereof.

43. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Case and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation, those matters set forth in Article XI of the Plan.

EXHIBIT A

Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS
TOPEKA DIVISION

	§	
In re:	§	Chapter 11
	§	
LODGING ENTERPRISES, LLC,	§	Case No. 24-40423
	§	
Debtor.	§	

MODIFIED AMENDED PLAN OF LIQUIDATION OF LODGING ENTERPRISES, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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Co-Counsel for the Debtor and Debtor-in-Possession

Dated: November 18, 2025

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AMENDED PLAN OF LIQUIDATION OF LODGING ENTERPRISES, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

INTRODUCTION[1]

Lodging Enterprises, LLC, as debtor and debtor-in-possession (the "Debtor"), proposes the following amended chapter 11 plan of liquidation (as may be amended, modified or supplemented from time to time in accordance with the terms hereof, this *"Plan"*) for the resolution of the outstanding Claims against and Interests in the Debtor. This Plan is a liquidating plan. Pursuant to the Bidding Procedures Order, the Debtor, with the assistance of its Professional Persons, has completed the Marketing and Sales Process for the sale of the Portfolio. After conducting the Auction, the Debtor, in consultation with its Professional Persons and the Committee, determined, in the exercise of the Debtor's business judgment, that (i) the highest and otherwise best bid for the Portfolio was the Credit Bid submitted by the Prepetition Secured Parties, and (ii) the next highest and otherwise best bid for the Portfolio was the Back-Up Bid submitted by the Back-Up Bidder. Pursuant to the Sale Motion, the Debtor seeks the Bankruptcy Court's approval and authorization to: (i) enter into the Purchase and Sale Agreement with the Purchaser, (ii) sell the Property to the Purchaser free and clear of liens, claims, and encumbrances (except as otherwise provided in the Purchase and Sale Agreement), pursuant to section 363 of the Bankruptcy Code, (iii) assume and assign, pursuant to sections 363 and 365 of the Bankruptcy Code, the Assumed Contracts to the Purchaser, and (iv) to consummate the Sale Transaction with the Purchaser in accordance with the terms of the Purchase and Sale Agreement and the Sale Order. The Plan provides for: (i) the distribution of the Debtor's assets, including, without limitation, the Debtor's Cash, in accordance with Portfolio Sale Settlement, which was approved by the Portfolio Sale Settlement Order; and (ii) the appointment of the Plan Administrator to, among other things, make Distributions in accordance with the terms of this Plan, wind up the Debtor's Estate, and administer and liquidate certain property of the Debtor, including the Retained Causes of Action.

The Debtor is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement for a discussion of the Debtor's history, business, results of operations, and historical financial information, and for a summary and analysis of this Plan, the treatment of Claims provided for herein and certain related matters. There also are other agreements and documents, which will be filed with the Bankruptcy Court, that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the terms and conditions set forth in this Plan, the Debtor reserves the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

[1] Capitalized terms used, but not otherwise defined in this Introduction, have the meanings assigned below.

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS

A. Rules of Interpretation; Computation of Time

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, will include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender will include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item will be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, or other agreement or document will mean as it may be amended, modified or supplemented from time to time; (d) any reference to an Entity as a Holder of a Claim or an Interest includes that Entity's successors and assigns; (e) unless otherwise specified, all references herein to "Articles," "Sections," "Exhibits" and "Plan Schedules" are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words "herein," "hereof," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided herein, the rights and obligations arising pursuant to this Plan will be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to this Plan; (j) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein will, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (k) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules will have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (l) references to "shareholders," "directors," and/or "officers" will also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; and (m) all references to statutes, regulations, orders, rules of courts, and the like will mean as amended from time to time, and as applicable to the Chapter 11 Case, unless otherwise stated.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) will apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan will occur on a day that is not a Business Day (as defined below), then such transaction will instead occur on the next succeeding Business Day.

B. Defined Terms

Unless the context otherwise requires, the following terms will have the following meanings when used in capitalized form herein:

"*Administrative Claim*" means any Claim for costs and expenses of administration during the Chapter 11 Case pursuant to sections 328, 330, 363, 364(c)(1), 365, 503(b) or 507(a)(2), and 507(b) of the Bankruptcy Code other than the Professional Fee Claims, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estate and operating the business of the Debtor; (b) Claims pursuant to section 503(b)(9) of the Bankruptcy Code; and (c) all fees and charges assessed against the Estate pursuant to section 1911 through 1930 of chapter 123 of title 28 of the United States Code.

"*Administrative Claims Bar Date*" means the Business Day that is thirty (30) days after the Effective Date which shall be the deadline to file Administrative Claims.

"*Administrative Claims Objection Deadline*" means the Business Day that is twenty-one (21) days after the applicable Administrative Claim is timely filed; *provided* that the Administrative Claims Objection Deadline may be extended pursuant to an order of the Bankruptcy Court or agreement between the Plan Administrator and the respective Holder of the claim.

"*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

"*Allowed*" means, with respect to a Claim: (i) any Claim as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable time period fixed by applicable non-bankruptcy law or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, to the extent such objection is determined in favor of the respective Holder; (ii) any Claim as to which the liability of the Debtor and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court; or (iii) any Claim expressly deemed Allowed by this Plan. A Claim that is Allowed shall include a Claim that is Disputed to the extent such Claim becomes Allowed after the Effective Date. A Claim that is Allowed shall not, for purposes of Distributions under this Plan, include interest on such Claim accruing from or after the Petition Date. Any Claim that constitutes an Assumed Liability shall not be an Allowed Claim against the Debtor for purposes of this Plan and the Holder of any Claim that constitutes an Assumed Liability shall not be entitled to any Distribution on account of such Claim.

"*Asset Purchase Agreement*" means any asset purchase agreement: (i) to the extent approved by a Sale Order, the Purchase and Sale Agreement; or (ii) by and between the Debtor and a Purchaser that was approved by any of the Non-Core Property Sale Orders, including, without limitation, the Nashville PSA and the Hotel Group PSAs.

"*Assumed Contracts*" has the meaning assigned in the Purchase and Sale Agreement, including, to the extent applicable, as such term may be modified in the applicable Sale Order. Specifically, the Purchase and Sale Agreement defines "Assumed Contracts" as follows:

"'Assumed Contracts' means, to the extent transferrable, including pursuant to Section 365 of the Bankruptcy Code, those executory contracts and unexpired leases which shall be assumed and assigned to Purchaser on the Closing Date, as set forth on Schedule 5.3 hereto."

"*Assumed Liability*" means any liability of the Debtor that was assumed by a Purchaser under an Asset Purchase Agreement, including, without limitation, (i) the Cure Costs for the Assumed Contracts, and (ii) Claims or Causes of Action.

"*Avoidance Action*" means any avoidance, recovery, subordination claims or causes of action commenced, or that may be commenced, before or after the Effective Date pursuant to sections 544, 545, 547, 548, 549, 550, or 551 of the Bankruptcy Code or under applicable law.

"*Ballot*" means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which must be actually received by the Balloting Agent on or before the Voting Deadline.

"*Balloting Agent*" means Kroll Restructuring Administration LLC in its capacity as notice and balloting agent for the Debtor.

"*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*., as amended from time to time, as applicable to the Chapter 11 Case.

"*Bankruptcy Court*" means the United States Bankruptcy Court for the District of Kansas, Topeka Division, and, to the extent of any reference made under section 157 of title 28 of the United States Code, the unit of such District Court having jurisdiction over the Chapter 11 Case under section 151 of title 28 of the United States Code.

"*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Case.

"*Bid Procedures*" means the Bid Procedures approved by the Bidding Procedures Order and attached thereto as Exhibit A, as amended by that certain *Notice of Revised Dates for Bid Procedures* filed with the Bankruptcy Court on June 12, 2025 [Docket No. 539].

"*Bidding Procedures Order*" means the *Order (I) Approving the Bid Procedures for the Sale of Substantially All of the Debtor's Assets; (II) Scheduling Certain Dates With Respect Thereto; (III) Authorizing the Debtor to Designate Stalking Horse Bidders; (IV) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired leases; (V) Approving the Form and Manner of Notice of the Sale Hearing and Assumption and Assignment Procedures; and (VI) Granting Related Relief* entered by the Bankruptcy Court on April 21, 2025 [Docket No. 479].

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

"*Cash*" means the legal tender of the United States of America or the equivalent thereof.

"*Cash Collateral*" has the meaning set forth in the Cash Collateral Order.

"*Cash Collateral Order*" means the *Sixth Interim Order (I) Authorizing the Debtor to Use Cash Collateral, (II) Determining Adequate Protection and Granting Related Relief, and (III) Scheduling a Final Hearing* entered by the Bankruptcy Court on May 13, 2025 [Docket No. 510], or the then-applicable order authorizing the Debtor's use of Cash Collateral.

"*Causes of Action*" means any action, Claim, Avoidance Action, cause of action, controversy, demand, right, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, Disputed or undisputed, Secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law; *provided* that Causes of Action shall not include any causes of action transferred, sold, or released pursuant to an Asset Purchase Agreement.

"*Chapter 11 Case*" means the Debtor's above-captioned chapter 11 case.

"*Claim*" has the meaning set forth in section 101(5) of the Bankruptcy Code, against the Debtor or the Estate, whether or not asserted or Allowed.

"*Claims and Noticing Agent*" means Kroll Restructuring Administration LLC, the claims, noticing, and solicitation agent retained by the Debtor in the Chapter 11 Case.

"*Claims Bar Date*" means (i) October 31, 2024, which was the general deadline for filing Proofs of Claim for any Claims against the Debtor that arose prior to the Petition Date (other than Claims held by Governmental Units); and (ii) December 23, 2024, which was the deadline for Governmental Units to file Proofs of Claim against the Debtor, in each case as set pursuant to the Claims Bar Date Order.

"*Claims Bar Date Order*" means the *Order Establishing Bar Date for Filing Proofs of Claim* entered by the Bankruptcy Court on September 11, 2024 [Docket No. 228].

"*Claims Objection Deadline*" means the date that is ninety (90) days after the Effective Date, which date may be extended pursuant to an order of the Bankruptcy Court upon a motion filed by the Plan Administrator.

"*Claims Payment*" has the meaning set forth in the Portfolio Sale Settlement Agreement. Specifically, the Portfolio Sale Settlement Agreement states as follows concerning the meaning of the term "*Claims Payment*," "[t]he Prepetition Secured Parties shall permit the payment and apportionment of Portfolio Sale Proceeds as necessary to, collectively, facilitate payments as follows: (a) the payment in full of all (i) allowed priority claims, including any and all allowed claims for taxes owed by the Debtor to governmental authorities; (ii) allowed administrative expense claims including, without limitation, the fees finally allowed by the Bankruptcy Court of all of the Estate professionals retained in the Chapter 11 Case through the conclusion of the Chapter

11 Case, whether pursuant to the confirmation of a plan of liquidation or the entry of an order approving a structured dismissal, but excluding any tort claims or any other similar claims; and (iii) any and all other allowed secured claims; and (b) (1) 10% of the remaining Portfolio Sale Proceeds as necessary to pay allowed general unsecured claims (collectively, the foregoing payments in (a) and (b)(1) being the "Claims Payment")."

"*Claims Register*" means the official register of Claims maintained by the Claims and Noticing Agent.

"*Class*" means a category of Holders of Claims or Interests as set forth in Article III hereof pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

"*Committee*" means the Official Committee of Unsecured Creditors, as appointed pursuant to section 1102 of the Bankruptcy Code in the *United States Trustee's Notice of Appointment of Official Unsecured Creditors Committee* [Docket No. 96], as subsequently reconstituted pursuant to the *United States Trustee's Notice of Reconstituted Official Unsecured Creditors' Committee* [Docket No. 481] filed with the Bankruptcy Court on April 21, 2025, and as may be reconstituted from time to time, including the Entities that are members of such committee, solely in such Entities' capacity as members of the Committee.

"*Committee Professionals*" means (i) Greenberg Traurig, LLP; and (ii) Spencer Fane LLP.

"*Confirmation*" means the entry of the Confirmation Order confirming the Plan, subject to all conditions specified in Article IX.A hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

"*Confirmation Date*" means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case.

"*Confirmation Hearing*" means the hearing to be held by the Bankruptcy Court regarding Confirmation of this Plan.

"*Confirmation Order*" means the final, non-appealable order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, as such order may be amended, supplemented, or modified from time to time.

"*Consummation*" means the occurrence of the Effective Date of this Plan.

"*Credit Bid*" means the Prepetition Secured Parties' credit bid, pursuant to section 363(k) of the Bankruptcy Code, of $91,000,000 of the outstanding indebtedness under the Prepetition Loan Agreement for the purchase of the Property.

"*CRO*" means 12588391 Canada Inc., in its capacity as chief restructuring officer to the Debtor, as approved by the Bankruptcy Court's *Memorandum Opinion and Order Approving the Retention of Chief Restructuring Officer* [Docket No. 233], which was designated as the Bankruptcy Court's order [Docket No. 234], entered on September 17, 2024.

"*Cure Costs*" has the meaning assigned in the Purchase and Sale Agreement, including, to the extent applicable, as such term may be modified in the applicable Sale Order. Specifically, the Purchase and Sale Agreement defines "Cure Costs" as follows: "With respect to each Contract assigned to the Purchaser on the Closing Date, Purchaser shall satisfy on the Closing Date, any liabilities thereunder (other than curing all defaults or failures to comply with provisions thereunder that may not be cured by the mere payment of money) accruing or arising at any time prior to the Closing Date, or arising from or relating to any act, event or occurrence prior to the Closing Date that are required to be paid pursuant to Section 365 of the Bankruptcy Code in order to assume and assign the contracts to the Purchaser (collectively, '<u>Cure Costs</u>')."

"*D&O Insurance Coverage*" means coverage for insureds under any applicable D&O Policies.

"*D&O Policies*" means all insurance policies (including policies providing D&O Insurance Coverage and D&O Tail Coverage (such policies, "*D&O Tail Policies*")) and related agreements of indemnity for directors', members', trustees' and officers' liability issued or providing coverage at any time to the Debtor or its Representatives and all agreements, documents or instruments relating thereto, for any policy period whatsoever.

"*D&O Tail Coverage*" means the extension of the D&O Insurance Coverage that has been purchased prior to the date hereof, for any period beyond the end of the applicable policy period, including but not limited to any extension for a period of six (6) years after the Effective Date for claims based on conduct occurring prior to the Effective Date.

"*Disallowed*" means, with respect to any Claim or portion thereof, any Claim against the Debtor which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtor or Plan Administrator in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent or unliquidated and in respect of which a Proof of Claim, as applicable, has not been timely filed or deemed timely filed pursuant to this Plan, the Bankruptcy Code or any Final Order or other applicable law; (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the filed amount of any Proof of Claim or proof of Interest; and (vi) is not listed in the Schedules and as to which no Proof of Claim or request for payment of an Administrative Expense Claim has been timely filed or deemed timely filed with the Bankruptcy Court. In each case a Disallowed Claim is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

"*Disbursing Agent*" means the Person chosen by the Debtor or the Plan Administrator to make or facilitate Distributions pursuant to this Plan. The Plan Administrator may serve as the Disbursing Agent.

"*Disclosure Statement*" means the *Amended Disclosure Statement for the Plan of Liquidation of Lodging Enterprises, LLC Under Chapter 11 of the Bankruptcy Code*, dated October 16, 2025, as the same may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto.

"*Disclosure Statement Order*" means the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for soliciting and tabulating votes on the Plan.

"*Disputed*" means, with respect to any Claim, a Claim to which the Debtor or any other party in interest has filed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules or that is otherwise disputed by the Debtor in accordance with applicable law.

"*Distribution*" means a distribution made or facilitated by the Disbursing Agent pursuant to this Plan.

"*Distribution Date*" means a date or dates, including the Initial Distribution Date, on which the Disbursing Agent makes a Distribution to Holders of Allowed Claims.

"*Distribution Record Date*" means the record date for purposes of determining which Holders of Allowed Claims are eligible to receive Distributions under this Plan, which date shall be two (2) Business Days prior to the Effective Date.

"*Effective Date*" means the first Business Day on which all of the conditions specified in Article IX.B hereof have been satisfied or waived pursuant to Article IX.C hereof.

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

"*Estate*" means the estate created for the Debtor in the Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

"*Exculpated Parties*" means collectively: (a) the Debtor; (b) the CRO; and (c) the Committee.

"*Exculpation*" means the exculpation provision set forth in Article X.B hereof.

"*Executory Contract*" means a contract or lease to which the Debtor is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

"*Exhibit*" means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

"*Equity Interests*" means any equity or ownership interests (including, without limitation, any limited-liability company interests) in the Debtor.

"*Final Order*" means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no

modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; *provided*, *however*, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code or under Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 has been or may be filed with respect to such order or judgment.

"*General Unsecured Claim*" means any Unsecured Claim against the Debtor that is not: (a) paid in full prior to the Effective Date pursuant to an order of the Bankruptcy Court; (b) an Administrative Claim; (c) a Priority Tax Claim; (d) an Other Secured Claim; (e) an Other Priority Claim; (f) a Professional Fee Claim; (g) the Prepetition Secured Parties' Claim; or (h) an Assumed Liability.

"*General Unsecured Claim Reserve Account*" means a segregated account to be established by the Debtor or the Plan Administrator into which the General Unsecured Claim Reserve Amount shall be deposited on or prior to the Effective Date.

"*General Unsecured Claim Reserve Amount*" means Cash equal to an aggregate amount sufficient to pay the portion of the Claims Payment for Allowed General Unsecured Claims, provided that (i) the General Unsecured Claim Reserve Amount shall be in an amount reasonably agreed upon among the Debtor, the Committee, and the Special Servicer to pay Allowed General Unsecured Claims in full, including without limitation reasonably estimated amounts for Allowed General Unsecured Claims arising from the rejection of Executory Contracts or Unexpired Lease to the extent such Claims have not been filed as of the Effective Date; and (ii) the Plan Administrator shall deposit additional Cash into the General Unsecured Claim Reserve Account if after the deadline for filing Claims arising from the rejection of Executory Contracts or Unexpired Leases under this Plan, the Plan Administrator reasonably determines that additional Cash is needed to pay Allowed General Unsecured Claims in full.

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

"*Holder*" means any Person or Entity that is the owner of record of a Claim or an Interest, as applicable.

"*Hotel Group PSAs*" means each of the "Purchase Agreements" as such term is defined in the Hotel Group Sale Order.

"*Hotel Group Sale Order*" means the *Order (I) Authorizing (A) the Sale of the Hotel Group Free and Clear of Liens, Claims, and Encumbrances and (B) the Debtor to Enter into and Perform Under the Purchase Agreements and (II) Granting Related Relief* [Docket No. 387] entered by the Bankruptcy Court on January 10, 2025.

"*Impaired*" means, with respect to a Claim or Interest, or Class of Claims or Interests, a Claim or Class that is "impaired" within the meaning of section 1124 of the Bankruptcy Code.

"*Initial Distribution*" means the first Distribution that the Disbursing Agent makes to Holders of Allowed Claims.

"*Initial Distribution Date*" means the date selected by the Debtor on or as soon as reasonably practicable after the Effective Date on which the Initial Distribution occurs.

"*Insurance Policies*" means all insurance policies and related agreements issued or providing coverage at any time to the Debtor and all agreements, documents, or instruments relating thereto, including any D&O Policies.

"*Insurer*" means any non-Debtor company or other Entity that issued or entered into an Insurance Policy (including any third party administrator) and any respective predecessors and/or affiliates thereof.

"*Interests*" means Equity Interests.

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

"*Marketing and Sale Process*" means the marketing and sale process conducted in accordance with the Bid Procedures and approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"*Nashville PSA*" means the "Purchase Agreement" as such term is defined in the Nashville Sale Order.

"*Nashville Sale Order*" means the *Order (I) Authorizing (A) the Sale of Certain Real Property Free and Clear of Liens, Claims, and Encumbrances; and (B) the Debtor to Enter into and Perform Under the Purchase Agreement and (II) Granting Related Relief* [Docket No. 186] entered by the Bankruptcy Court on August 16, 2024.

"*Non-Core Property Sale Orders*" means, collectively, the Nashville Sale Order and the Hotel Group Sale Order.

"*Other Priority Claim*" means any Claim against the Debtor entitled to priority in payment as specified in section 507(a)(4), (5), (6), (7) or (9) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

"*Other Secured Claim*" means any Secured Claim against the Debtor other than the Prepetition Secured Parties' Claim.

"*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

"*Petition Date*" means June 26, 2024.

"*Plan Administration Agreement*" means the agreement to be entered into by and among the Debtor and the Plan Administrator with respect to the Plan Administration Process, in form and substance reasonably agreed upon by the Debtor and the Special Servicer, which shall be included in the Plan Supplement.

"*Plan Administration Assets*" has the meaning set forth in Article V.F of this Plan.

"*Plan Administration Expenses*" means all reasonable and documented fees, expenses (including any undisputed expenses incurred by professionals retained by the Plan Administrator), and costs incurred by the Plan Administrator in connection with carrying out the obligations under the Plan Administration Agreement in accordance with the Post-Effective Date Budget, which shall be funded from the Debtor's Cash as part of the Wind-Down Amount in accordance with the terms of this Plan.

"*Plan Administration Indemnified Parties*" has the meaning set forth in Article V.F. of this Plan.

"*Plan Administration Process*" means the process for resolving and paying Claims described in Article VIII of this Plan.

"*Plan Administrator*" means an individual selected by the Debtor, in consultation with the Prepetition Secured Parties and the Committee, and disclosed in the Plan Supplement.

"*Plan Schedule*" means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

"*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, supplemented, or modified from time to time. The Exhibits and Plan Schedules (or substantially final forms thereof) will be filed with the Bankruptcy Court at least seven (7) days prior to the deadline to object to Confirmation.

"*Portfolio*" has the meaning set forth in the Portfolio Sale Settlement Agreement. Specifically, the Portfolio Sale Settlement Agreement states as follows concerning the meaning of the term "*Portfolio*," "all of the Debtor's assets or such assets which are necessary to facilitate payment, in total, of the Prepetition Secured Parties' Claim (defined below) and the other claims required to be paid according to the terms of this Settlement Agreement (the "Portfolio")."

"*Portfolio Sale*" has the meaning set forth in the Portfolio Sale Settlement Agreement.

"*Portfolio Sale Proceeds*" has the meaning set forth in the Portfolio Sale Settlement Agreement. Specifically, the Portfolio Sale Settlement Agreement states as follows concerning the meaning of the terms "*Portfolio Sale*" and "*Portfolio Sale Proceeds*," "[t]he Prepetition Secured Parties', as a necessary inducement to the Debtor's agreement to pursue such sale, unconditionally assent to the following terms (the sale of the Portfolio on the terms outlined below, the "Portfolio Sale" and the proceeds generated by such sale of the Portfolio net of all customary closing costs, the "Portfolio Sale Proceeds")."

"*Portfolio Sale Settlement*" means the settlement embodied in the Portfolio Sale Settlement Agreement approved by the Bankruptcy Court pursuant to the Portfolio Sale Settlement Order.

"*Portfolio Sale Settlement Agreement*" means the Settlement Agreement by and between the Debtor and the Prepetition Secured Parties attached to the Portfolio Sale Settlement Order as Exhibit A.

"*Portfolio Sale Settlement Order*" means the *Order (I) Authorizing the Debtor's Entry into Settlement Agreement; (II) Approving Settlement Pursuant to Fed. R. Bankr. P. 9019; and (III) Granting Related Relief* [Docket No. 478] entered by the Bankruptcy Court on April 21, 2025.

"*Post-Effective Date Budget*" means the budget setting forth, among other things, the (a) estimated aggregate amounts of Allowed Administrative Claims, Allowed Other Priority Claims, Allowed Priority Tax Claims, and Allowed Other Secured Claims, to be paid under this Plan; and (b) Wind-Down Amount. The Post-Effective Date Budget shall be funded from the Debtor's Cash and shall be in a form and substance reasonably agreed upon by the Debtor and the Special Servicer.

"*Post-Effective Date Debtor*" means the Debtor after the Effective Date.

"*Prepetition Loan Agreement*" has the meaning set forth in the Cash Collateral Order.

"*Prepetition Secured Parties*" means, collectively, Wilmington Trust, National Association, as Trustee for the benefit of the Registered Holders of UBS Commercial Mortgage Trust 2019-C18, Commercial Mortgage Pass-Through Certificates, acting by and through the Special Servicer.

"*Prepetition Secured Parties' Claim*" means the Prepetition Secured Parties' Claim, as such term is defined and Allowed in the Portfolio Sale Settlement Agreement, as modified by the Portfolio Settlement Order. Specifically, the Portfolio Sale Settlement Agreement states as follows concerning the meaning of the term "*Prepetition Secured Parties' Claim*," "Prepetition Secured Parties' Claim" means the indebtedness due and owing as estimated as of a December 6, 2025, payoff to the Prepetition Secured Parties under the Loan Agreement in the aggregate principal amount of $113,238,568.23 plus accrued and unpaid interest, at the non-default rate of interest set forth in the Loan Agreement, but excluding any default interest except as set forth herein, and any other accrued and unpaid fees, charges, and amounts that would be due under the Loan Agreement including, but not limited to, legal fees and costs ($1,312,737.22 as of February 14, 2025), any and all yield maintenance amounts at a non-default rate ($2,559,867.7 as estimated as of a December 6, 2025, payoff), and any special servicer fees; provided, however, the amount of the Prepetition Secured Parties' Claims shall be reduced by any sale(s) or payment(s) made on account of such claim."

"*Priority Tax Claim*" means any Secured or Unsecured Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

"*Pro Rata Share*" means, with respect to any Distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

"*Professional Fee Claim*" means a Claim for professional services, including legal, financial, investment banking, advisory, accounting, and other services rendered or costs incurred by Professional Persons on or after the Petition Date through the Effective Date.

"*Professional Fee Escrow Account*" means a segregated interest-bearing account established by the Debtor or the Plan Administrator into which the Professional Fee Escrow Amount shall be deposited on or prior to the Effective Date.

"Professional Fee Escrow Amount" means the aggregate unpaid amount of Professional Fee Claims incurred or estimated in good faith to be incurred in connection with the Chapter 11 Case prior to and as of the Effective Date and held in the Professional Fee Escrow Account.

"*Professional Persons*" means any Person or Entity retained by order of the Bankruptcy Court in connection with the Chapter 11 Case pursuant to sections 327, 328, 329, 330, 331, 503(b) or 1103 of the Bankruptcy Code, excluding: (i) any ordinary course professional retained pursuant to an order of the Bankruptcy Court; and (ii) any Person or Entity retained by order of the Bankruptcy Court whose compensation for services rendered is, in accordance with the order retaining such Person or Entity, to be paid by a Person or Entity other than the Debtor or its Estate.

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

"*Property*" has the meaning assigned in the Purchase and Sale Agreement.

"*Purchaser*" means any Person or Entity party to an Asset Purchase Agreement under which such Person or Entity is the buyer or purchaser.

"*Purchase and Sale Agreement*" means that certain Purchase and Sale Agreement by and between the Debtor, as seller, and the Prepetition Secured Parties, as purchaser, a true and correct copy of which was attached to the Sale Motion as Exhibit A.

"*Representatives*" means, with respect to an Entity or Person, such Entity's or Person's current and former (i) officers, (ii) directors, (iii) managers, (iv) principals, (v) members, (vi) employees, (vii) agents, (viii) advisory board members, (ix) financial advisors, (x) Affiliates, (xi) partners, (xii) attorneys, (xiii) accountants, (xiv) trustees, (xv) investment bankers, (xvi) consultants, (xvii) representatives, and (xviii) other professionals and advisors, each in their capacity as such.

"*Residual Cash*" means the Cash, if any, remaining after: (i) making the Claims Payment, and (ii) funding the Wind-Down Amount.

"*Retained Causes of Action*" means all Causes of Action owned by the Debtor's Estate that are not released, waived, or transferred pursuant to this Plan, the Portfolio Sale Settlement Agreement (as modified by the Portfolio Sale Order), any Order of the Bankruptcy Court, or a Sale Order and listed on the Schedule of Retained Causes of Action. For the avoidance of doubt, any Cause of Action relating to an Assumed Contract under the Purchase and Sale Agreement shall not be a Retained Cause of Action.

"*Sale Motion*" means the *Debtor's Motion For Entry of Order: (I) Approving the Purchase and Sale Agreement Between the Debtor and the Purchaser; (II) Authorizing the Sale of the Property Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (III) Authorizing the Assumption and Assignment of the Assumed Contracts; and (IV) Granting Related Relief* [Docket No. 592] filed with the Bankruptcy Court on September 29, 2025.

"*Sale Order*" means, collectively, (i) any order(s) of the Bankruptcy Court approving the Debtor's entry into the Purchase and Sale Agreement and sale of the Property in connection with the Marketing and Sale Process approved by the Bidding Procedures Order; and (ii) any of the Non-Core Property Sale Orders.

"*Sale Transaction*" means, collectively, (i) with respect to the Portfolio Sale, the term has the meaning set forth in the Bid Procedures; and (ii) with respect to any other sale, the term refers to the transaction embodied in an Asset Purchase Agreement approved by any of the Non-Core Property Sale Orders.

"*Sale Transaction Documents*" means the Asset Purchase Agreement(s) and related documents pursuant to which the Debtor will effectuate, on in the case of the Nashville PSA or the Hotel Group PSAs pursuant to which the Debtor has effectuated, the Sale Transaction(s).

"*Schedule of Retained Causes of Action*" means the schedule of Retained Causes of Action included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

"*Schedules*" means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtor under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time to time.

"*Secured*" means, when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code; or (b) otherwise Allowed pursuant to this Plan as a Secured Claim.

"*Secured Claim*" means a Claim that is Secured.

"*Solicitation*" means the solicitation of votes on this Plan.

"*Solicitation Procedures*" means the procedures concerning Solicitation established pursuant to a motion of the Debtor for an order, *inter alia*, (a) approving the adequacy of the Disclosure Statement, (b) approving the Solicitation and voting procedures with respect to this Plan, (c) approving the forms of ballots and notices in connection with this Plan, (d) scheduling certain dates with respect to the Solicitation and approval of this Plan, and (e) granting related relief, to be filed by the Debtor.

"*Special Servicer*" means Rialto Capital Advisors, LLC, in its capacity as special servicer and authorized agent to the Prepetition Secured Parties.

"*Surplus Residual Cash*" means the Residual Cash remaining, if any, after payment in full of the Prepetition Secured Parties' Claim (as reduced by the amount satisfied by the Credit Bid). Based on the amount of the Credit Bid, there will be no Surplus Residual Cash.

"*Statutory Fees*" means all fees and charges assessed against the Estate under section 1930 of chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

"*U.S. Trustee*" means the Office of the United States Trustee for the District of Kansas.

"*Unexpired Lease*" means a lease to which the Debtor is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

"*Unimpaired*" means, with respect to a Claim, or Class of Claims, not "impaired" within the meaning of section 1123(a)(4) and 1124 of the Bankruptcy Code.

"*Unsecured Claim*" means any Claim that is not a Secured Claim.

"*Voting Class*" means Classes 3, 4, and 5.

"*Voting Deadline*" means November 14, 2025, at 4:00 p.m. (Prevailing Central Time).

"*Voting Record Date*" means November 14, 2025.

"*Wind-Down*" means the process of winding down the Debtor's business and Estate, objecting to and reconciling Claims, making Distributions and winding down and dissolving the Debtor and all actions related to, necessary for, or otherwise appropriate to effectuate the foregoing.

"*Wind-Down Amount*" means the Debtor's Cash equal to an aggregate amount sufficient to fund the (i) Professional Fee Escrow Amount; and (ii) Plan Administration Expenses.

"*Wind-Down Account*" means a segregated account to be established by the Debtor or Plan Administrator into which the Wind-Down Amount, *less* the Professional Fee Escrow Amount, shall be deposited on or prior to the Effective Date.

ARTICLE II.

ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND DIP FACILITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative 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.

A. Administrative Claims

1. General Administrative Claims

Except (a) with respect to Administrative Claims that are Professional Fee Claims or Statutory Fees, or (b) to the extent that a Holder of an Allowed Administrative Claim and the Debtor agree to less favorable treatment for such Holder's Allowed Administrative Claim, each Holder of an Allowed Administrative Claim shall be paid in full in Cash by the Disbursing Agent on or as soon as reasonably practicable after the latest of: (a) the Effective Date; (b) the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable. Any Allowed Administrative Expense Claim that constitutes an Assumed Liability under the Sale Transaction Documents shall receive no Distribution under the Plan on account of such Claim and shall be paid by the applicable Purchaser in accordance with the applicable Sale Transaction Documents.

Except as otherwise provided in this Plan and section 503(b)(1)(D) of the Bankruptcy Code, unless previously filed or paid, requests for payment of Administrative Claims must be filed and served on the Debtor or Plan Administrator no later than the Administrative Claims Bar Date; *provided*, that the foregoing shall not apply to the U.S. Trustee as a Holder of a Statutory Fee. Holders of Administrative Claims that are required to file and serve a request for payment of such Administrative Claims that do not file and serve such request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtor and its Estate. All such Claims shall be subject to the permanent injunction set forth in Article X.C hereof. Nothing in this Article II.A shall limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the Claims Bar Date for filing administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code.

Objections to requests for payment of Administrative Claims must be filed and served on the Debtor or Plan Administrator, as applicable, and the requesting party by the Administrative Claims Objection Deadline.

2. Professional Fee Claims

All Professional Persons seeking an award by the Bankruptcy Court of Professional Fee Claims (a) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is thirty (30) days after the Effective Date, and (b) shall be paid in full by the Disbursing Agent from the Professional Fee Escrow Account or, solely to the extent the Professional Fee Escrow Account is insufficient to cover all Allowed Professional Fee Claims and solely in an aggregate sum sufficient to cover any deficiency, the Wind-Down Account, in such amounts as are Allowed by the Bankruptcy Court on the date upon which the order relating to any such Allowed Professional Fee Claim is entered or (ii) upon such other terms as may be mutually agreed upon between the Holder of such an Allowed Professional Fee Claim and the Plan Administrator. As set forth in this Plan, any undisputed fees and expenses incurred post-Effective Date by professionals retained by the Plan Administrator shall be considered Plan Administration Expenses and paid in the ordinary course without the need for Bankruptcy Court approval.

On or prior to the Effective Date, the Debtor shall establish the Professional Fee Escrow Account and fund such account with the Debtor's Cash equal to the Professional Fee Escrow Amount. Funds held in the Professional Fee Escrow Account shall not be considered property of the Debtor's Estate or property of the Plan Administrator but (i) the Post-Effective Date Debtor shall have a reversionary interest in any unused portion of the Professional Fee Escrow Account after all Allowed Professional Fee Claims have been irrevocably paid in full, and any such unused Cash shall be transferred to the Wind-Down Account; and (ii) the funds in the Professional Fee Escrow Account shall not be excluded from the calculation of Statutory Fees or any requirements of section 345 of the Bankruptcy Code. On and after the Effective Date, the Professional Fee Escrow Account shall be held by the Plan Administrator on behalf of the Post-Effective Date Debtor for Professional Persons and for no other parties until all Allowed Professional Fee Claims have been paid in full. The Post-Effective Date Debtor's obligations with respect to Professional Fee Claims shall not be limited by nor deemed limited to the balance of funds held in the Professional Fee Escrow Account as of the Effective Date, and any such additional amounts would be funded from the Wind-Down Account. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account in any way, other than customary liens in favor of the depository bank at which the Professional Fee Escrow Account is maintained.

Objections to any final requests for payment of Professional Fee Claims must be filed no later than twenty-one (21) days from the date of the filing of such final requests for payment of Professional Fee Claims, provided such date may be extended by Court order or agreement of the applicable Professional Fee Claimant and the applicable party in interest. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders.

3. Statutory Fees

All Statutory Fees due and payable prior to the Effective Date shall be paid by the Debtor on the Effective Date. After the Effective Date, the Disbursing Agent shall pay any and all such fees when due and payable from the Wind-Down Account in accordance with this Plan. Notwithstanding anything to the contrary herein, the U.S. Trustee shall not be required to file a Proof of Claim or any other request for payment of Statutory Fees.

B. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor agree to less favorable treatment for such Holder's Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will, in full satisfaction, settlement, and release of and in exchange for such Allowed Priority Tax Claim, either be (1) paid in full in Cash by the Disbursing Agent on or as soon as reasonably practicable after the latest of: (a) the Effective Date; (b) the date such Priority Tax Claim is Allowed; and (c) the date such Allowed Priority Tax Claim becomes due and payable in accordance with non-bankruptcy law or (2) paid in Cash by the Disbursing Agent in installment payments over a period of time not to exceed five (5) years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. Any Allowed Priority Tax Claim that constitutes an Assumed Liability under the applicable Sale Transaction Documents shall receive no Distribution under the Plan on account of such Claim, not be an obligation of the Debtor and

shall be paid by the applicable Purchaser in accordance with the applicable Sale Transaction Documents.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

A. Summary

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtor. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions, if any, pursuant to this Plan only to the extent that such Claim is Allowed in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. If there are no Claims or Interests in a particular Class, then such Class of Claims or Interests shall not exist for all purposes of this Plan.

Summary of Classification and Treatment of Claims

Class	Claim	Status	Voting Rights
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Prepetition Secured Parties' Claim	Impaired	Entitled to Vote
4.	General Unsecured Claims	Impaired	Entitled to Vote
5.	Equity Interests	Impaired	Deemed to Reject

B. Classification and Treatment of Claims

1. Class 1 — Other Priority Claims

(a) *Classification*: Class 1 consists of all Other Priority Claims.

(b) *Treatment*: On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim and the Plan Administrator agree to less favorable treatment, in full satisfaction and release of each Allowed Other Priority Claim, each Holder thereof shall receive payment in full in Cash by the Disbursing Agent.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Holders of Other Priority Claims are presumed to have accepted the Plan pursuant to section 1126(f)

of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

2. Class 2 — Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims.

(b) *Treatment*: On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Secured Claim and the Plan Administrator agree to less favorable treatment, in full satisfaction and release of each Allowed Other Secured Claim, each Allowed Other Secured Claim shall, at the option of the Plan Administrator (i) be paid in full in Cash by the Disbursing Agent in an amount equal to the value of the collateral securing such Allowed Other Secured Claim, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such claim Unimpaired.

(c) *Voting*: Class 2 is Unimpaired under the Plan. Holders of Other Secured Claims are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

3. Class 3 — Prepetition Secured Parties' Claim

(a) *Classification*: Class 3 consists of the Prepetition Secured Parties' Claim.

(b) *Treatment*: The Prepetition Secured Parties' Claim is deemed Allowed in an amount reasonably agreed upon by the Debtor and the Special Servicer in accordance with the Portfolio Sale Settlement Agreement and the Portfolio Sale Settlement Order; *provided, however*, for the avoidance of doubt, the Prepetition Secured Parties' Claim shall be reduced by the amount of such claim satisfied by the Credit Bid. Except to the extent that a Holder of the Prepetition Secured Parties' Claim agrees in writing to less favorable treatment, in exchange for the satisfaction and release of the Prepetition Secured Parties' Claim, the Special Servicer on behalf of the Prepetition Secured Parties, shall, on or as soon as reasonably practicable after the Effective Date, receive from the Disbursing Agent the Residual Cash, if any; *provided, however*, for the avoidance of doubt, the Prepetition Secured Parties shall not receive any Distribution attributable to the Claims Payment, and the foregoing shall not affect Prepetition Secured Parties' rights with respect to any and all claims against the Guarantors as defined in the Portfolio Sale Settlement Agreement.

(c) *Voting*: Class 3 is Impaired under the Plan. Holders of the Prepetition Secured Parties' Claim are entitled to vote on the Plan and shall receive Ballots.

4. Class 4 — General Unsecured Claims

(a) *Classification*: Class 4 consists of all General Unsecured Claims.

(b) *Treatment*: On the Effective Date, each General Unsecured Claim shall be released and each Holder of an Allowed General Unsecured Claim shall be entitled to receive from the Disbursing Agent its Pro Rata Share of the Claims Payment from the General Unsecured Claim Reserve Account.

(c) *Voting*: Class 4 is Impaired under the Plan. Holders of General Unsecured Claims are entitled to vote on the Plan and shall receive Ballots.

5. Class 5 — Equity Interests

(a) *Classification*: Class 5 consists of all Equity Interests.

(b) *Treatment*: On the Effective Date, all Equity Interests shall be cancelled, released and extinguished, and each holder of an Equity Interest shall not receive or retain any Distribution, property, or other value on account of its Equity Interest.

(c) *Voting*: Class 5 is Impaired under the Plan. Holders of Equity Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Equity Interests are not entitled to vote to accept or reject the Plan.

C. Elimination of Vacant Classes

Any Class of Claims or Interests that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, will 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.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THIS PLAN

A. Acceptance or Rejection of this Plan

1. Presumed Acceptance of Plan

Claims in Classes 1 and 2 are Unimpaired under this Plan and, therefore, Holders of such Claims are presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1 and 2 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited.

2. Voting Classes

Claims in Classes 3 and 4 are Impaired under this Plan, and the Holders of Allowed Claims in Classes 3 and 4 are entitled to vote to accept or reject this Plan.

3. Deemed Rejection of this Plan

Equity Interests in Class 5 are Impaired under this Plan and the Holders of such Equity Interests shall receive not receive any Distributions nor retain any property on account of their Equity Interests and are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Equity Interests in Class 5 are not entitled to vote on this Plan and votes of such Holders shall not be solicited.

B. Nonconsensual Confirmation

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class of Claims. The Debtor shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

C. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims, and the respective Distributions (if any) and treatments under this Plan, shall take into account and conform to the relative priority and rights of the Claims in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Plan Administrator reserves the right to re-classify any Allowed Claim in accordance with any contractual, legal, or equitable subordination rights relating thereto.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THIS PLAN

A. The Portfolio Sale

The Debtor has completed the Marketing and Sale Process for the sale of the Portfolio as authorized by the Bidding Procedures Order. On September 25, 2025, the Debtor conducted the Auction, and, following the completion of the Auction, the Debtor, in consultation with its Professional Persons and the Committee, determined, in the exercise of the Debtor's business judgment, that (i) the highest and otherwise best bid for the Portfolio was the Credit Bid submitted by the Prepetition Secured Parties, and (ii) the next highest and otherwise best bid for the Portfolio was the Back-Up Bid submitted by the Back-Up Bidder.

Pursuant to the Sale Motion, the Debtor seeks the Bankruptcy Court's approval and authorization to: (i) enter into the Purchase and Sale Agreement with the Purchaser, (ii) sell the Property to the Purchaser free and clear of liens, claims, and encumbrances (except as otherwise

provided in the PSA), pursuant to section 363 of the Bankruptcy Code, (iii) assume and assign, pursuant to sections 363 and 365 of the Bankruptcy Code, the Assumed Contracts to the Purchaser, and (iv) to consummate the Sale Transaction with the Purchaser in accordance with the terms of the Purchase and Sale Agreement and the Sale Order.

The Portfolio Sale Settlement provides, in relevant part, "if the Prepetition Secured Parties' credit bid is the winning bid, then the Prepetition Secured Parties shall permit the Debtor to use sufficient Cash Collateral to make the Claims Payment …." Portfolio Sale Settlement, § I(g). In accordance with the Portfolio Sale Settlement, the Debtor shall use (i) the Debtor's Cash to fund the Claims Payment, and (ii) the Residual Cash, if any, to make Distributions to the Prepetition Secured Parties on account of the Prepetition Secured Parties' Claim, as reduced by the Credit Bid. Based on the amount of the Credit Bid, there will be no Surplus Residual Cash.

B. Transactions Effective as of the Effective Date

The transactions contemplated by this Plan shall be approved and effective as of the Effective Date, without the need for any further state or local regulatory approvals or approvals by any non-Debtor parties, and without any requirement for further action by the Bankruptcy Court, the Debtor, its officers or directors, or any other Person or Entity.

On or before the Effective Date, the Debtor shall assign and transfer any and all of its remaining assets, including the Retained Causes of Action, to the Post-Effective Date Debtor such that on the Effective Date:

i. all assets of the Debtor shall vest (or revest, as applicable) and be owned by the Post-Effective Date Debtor and shall be considered Plan Administration Assets;

ii. all Claims and Causes of Action are considered to be held by the Post-Effective Date Debtor;

iii. any right to object to any Claims or Causes of Action shall be the right of Post-Effective Date Debtor and the Plan Administrator; and

iv. all Retained Causes of Action shall be held by the Post-Effective Date Debtor and pursued by the Plan Administrator on behalf of the Post-Effective Date Debtor.

As of the Effective Date, all property of the Post-Effective Date Debtor shall be free and clear of all Claims, encumbrances, Equity Interests, charges, and Liens except as provided or contemplated in the Plan or as provided in the Confirmation Order. For the avoidance of doubt, no assets transferred to the Purchaser pursuant to the Sale Order or the Plan shall vest in the Post-Effective Date Debtor.

On the Effective Date, all of the corporate organizational documents of the Debtor shall be deemed amended without further action by any party to (i) appoint the Plan Administrator and vest the Plan Administrator with all authority and power to oversee the Wind-Down of the affairs of the Debtor and the Post-Effective Date Debtor; and (ii) eliminate any voting or other governance rights of any member or manager in the Debtor and the Post-Effective Date Debtor, as applicable.

C. General Settlement of Claims and Interests

Unless otherwise set forth in the Plan, 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 shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, or otherwise resolved pursuant to the Plan. Such settlement and compromise shall not include or affect any Causes of Action listed in the Schedule of Retained Causes of Action.

The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, Causes of Action and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy 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 Bankruptcy Court that such settlement and compromise is fair, equitable, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtor, its Estate, and Holders of Claims and Interests and is fair, equitable, and is within the range of reasonableness. Subject to Article VII hereof, all Distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final. Notwithstanding anything else herein, to be confirmed the Plan must comply with the requirements of section 1129 of the Bankruptcy Code.

D. Uses of Cash

On or prior to the Effective Date, all of the Debtor's Cash shall be placed into accounts established and maintained by the Debtor, including the Professional Fee Escrow Account, the General Unsecured Claim Reserve Account, and the Wind-Down Account. On the Effective Date, all of the Debtor's assets, including, without limitation, Cash, including Cash held in the Wind-Down Account and the General Unsecured Claim Reserve Account, but not the Professional Fee Escrow Account, shall vest in the Post-Effective Date Debtor pursuant to Article V.F of this Plan. Notwithstanding the foregoing, Cash in the General Unsecured Claim Reserve Account shall only be used to make the Claims Payment to Allowed General Unsecured Claims until all such Allowed General Unsecured Claims are paid in full, and thereafter the Plan Administrator shall remit any remaining unused Cash in the General Unsecured Claim Reserve Account to the Wind-Down Account.

The Post-Effective Date Budget shall be funded from the Debtor's Cash in order to ensure the payment in full of the Claims Payment, the Wind-Down Amount, and the Professional Fee Escrow Amount.

E. Plan Administrator

1. Appointment As part of the Wind-Down, the Debtor shall appoint the Plan Administrator to administer all aspects of this Plan other than those specific duties delegated hereunder.

2. Powers and Authority On and after the Effective Date, the Plan Administrator shall have the authority and right on behalf of the Debtor and the Post-Effective Date Debtor, without

the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of this Plan including, without limitation, to:

(a) control and effectuate the Claims reconciliation process, including the exclusive authority to object to, seek to subordinate, compromise or settle any and all Claims against the Debtor, provided neither the foregoing nor anything else in this Plan or the Plan Administration Agreement shall affect the rights of the Prepetition Secured Parties to object to or seek to subordinate claims;

(b) make Distributions to Holders of Allowed Claims in accordance with this Plan, including, without limitation, to establish sufficient reserves necessary to make distributions on account of Claims that may become Allowed after the Effective Date;

(c) receive, manage, invest, supervise, abandon and protect any and all property of the Post-Effective Date Debtor, including the Plan Administration Assets, consistent with the terms of the Plan, and take all actions necessary to effectuate same;

(d) exercise reasonable business judgment to direct and control the Wind-Down, liquidation, sale, or abandonment of the remaining assets of the Debtor;

(e) analyze the Retained Causes of Action and decide whether to abandon, pursue, litigate, or settle such claims, provided that the Plan Administrator shall consult with the Prepetition Secured Parties prior to abandoning, pursuing, litigating, or settling such claims;

(f) prosecute, as a representative of the Debtor' Estate, any Retained Cause of Action;

(g) authorize the payment in full of all unpaid Allowed Professional Fee Claims;

(h) retain and compensate, in the ordinary course and without the requirement of Bankruptcy Court approval, professionals to assist the Plan Administrator in performance of its duties under the Plan;

(i) facilitate maintenance of the books and records and accounts of the Debtor and obtain any necessary insurance;

(j) incur and pay all Plan Administration Expenses;

(k) facilitate administration of the tax-related obligations of the Debtor or its Estate, including (i) filing tax returns and paying tax obligations, (ii) requesting, if necessary, an expedited determination of any unpaid tax liability of the Debtor or its Estate under Bankruptcy Code section 505(b) for all taxable periods of the Debtor ending after the Petition Date through the liquidation of the Debtor as determined under applicable tax laws, and (iii) representing the interest and account of the Debtor or its Estate before

any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

(l) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtor that are required hereunder, by any Governmental Unit or applicable law;

(m) dissolve the Debtor and complete the winding up of the Debtor without the necessity for any other or further actions to be taken by or on behalf of the Debtor or its shareholders;

(n) facilitate payment of Statutory Fees in accordance with Article II.A.3 of this Plan;

(o) undertake all administrative functions in the Chapter 11 Case for the Post-Effective Date Debtor pursuant to the terms of the Plan and Confirmation Order, including the closing of any Chapter 11 Case of the Debtor in accordance with the Bankruptcy Code and the Bankruptcy Rules;

(p) appear and be heard on behalf of the Post-Effective Date Debtor before any court, tribunal, agency, commission, or other body of any Governmental Unit;

(q) perform other duties and functions that are consistent with the implementation of this Plan; and

(r) exercise such other powers as may be vested in them pursuant to an order of the Bankruptcy Court or pursuant to the Plan, or as they reasonably deem to be necessary and proper to carry out the provisions of the Plan.

3. IndemnificationThe Debtor or the Post-Effective Date Debtor, as applicable, shall indemnify and hold harmless, as a Plan Administration Expense, (i) the Plan Administrator in connection with carrying out the obligations under the Plan Administration Agreement, and (ii) such other Persons retained by the Plan Administrator (collectively, the "Plan Administration Indemnified Parties"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions that the Bankruptcy Court has determined by Final Order resulted from such Plan Administration Indemnified Party's willful misconduct, fraud, or gross negligence, with respect to the Debtor or the implementation or administration of the Plan.

F. The Plan Administration Assets

On the Effective Date, the Plan Administrator shall sign the Plan Administration Agreement and accept (i) the Wind-Down Account and the Professional Fee Escrow Account (in each case including the Cash therein); (ii) the D&O Tail Coverage and any D&O Tail Policies; and (iii) any and all of the Debtor's assets remaining upon closing of any Sale Transaction(s), including the Retained Causes of Action, that will be transferred and assigned to the Post-Effective Date Debtor in accordance with Article V.B of this Plan (collectively, the "Plan Administration Assets"). As of the Effective Date, all Plan Administration Assets and all assets dealt with in this

Plan shall be free and clear of all Liens, Claims, and Interests except as otherwise further provided in this Plan or in the Confirmation Order.

After the Effective Date, upon payment of all Allowed Administrative Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, Plan Administration Expenses, and to the extent that the Plan Administrator determines in good faith and on a reasonable basis, that substantially all of the Claims and expenses for which the Wind-Down Amount was held in escrow are no longer outstanding or otherwise satisfied in full, the Plan Administrator shall remit any remaining unused Wind-Down Amount and Plan Administration Assets (or proceeds thereof) to the Prepetition Secured Parties Claim as Residual Cash, provided, for the avoidance of doubt, that the Plan Administrator shall not remit any Cash to the Prepetition Secured Parties Claim as Residual Cash until after the deadline for filing Claims arising from the rejection of Executory Contracts or Unexpired Leases under this Plan, and the Plan Administrator has reasonably determined whether additional Cash is needed to pay Allowed General Unsecured Claims in full.

G. Cancellation of Existing Securities and Agreements

On the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any prepetition Claim or Interest shall be cancelled and of no further force and effect, except that each of the foregoing shall continue in effect solely to the extent necessary to (a) allow Holders of such Claims to receive Distributions under this Plan; (b) allow the Debtor and the Plan Administrator, as applicable, to make post-Effective Date Distributions or take such other actions pursuant to this Plan on account of such Claims; and (c) allow Holders of Claims or Interests to retain their respective rights and obligations vis-à-vis other Holders of Claims or Interests pursuant to any such applicable document or instrument; provided, however, that the foregoing shall not release or otherwise affect any claims of the Prepetition Secured Parties against the Guarantors as set forth in the Portfolio Sale Settlement Agreement.

H. Corporate Action

Upon the Effective Date all actions contemplated by this Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Bankruptcy Court, the Debtor, or any other Entity or Person. All matters provided for in this Plan involving the corporate structure of the Debtor, and any corporate action required by the Debtor in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtor or the Debtor' Estate.

On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of this Plan in the name of and on behalf of the Debtor, without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

I. Exemption From Transfer Taxes and Fees

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any transfer pursuant to, in contemplation of, or in connection with this Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or fee, or other similar tax, fee or governmental assessment, and the appropriate state or local government officials, recording officers or agents, wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code and shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

J. Directors, Managers, and Officers of the Debtor

Following the Confirmation Date and prior to the occurrence of the Effective Date, the then-current officers, directors and managers of the Debtor shall continue in their respective capacities in accordance with the applicable by-laws or other organizational documents, and the Debtor shall execute such documents and take such other action as is necessary to effectuate the actions provided for in this Plan.

On and after the Effective Date, the Plan Administrator shall serve as the sole member, shareholder, interest holder, officer, director or manager of the Debtor, as applicable, under applicable state law.

K. Insurance Policies

D&O Tail Coverage has been purchased prior to the date hereof.

Notwithstanding anything to the contrary in this Plan or the Confirmation Order, to the extent any Insurance Policies have not already been assumed and assigned, whether in connection with a Sale Transaction or otherwise, (i) on the Effective Date, the Debtor shall be deemed to have assumed all such Insurance Policies pursuant to sections 105 and 365(a) of the Bankruptcy Code without the need for any further notice to or action, order, or approval of the Bankruptcy Court; (ii) neither Confirmation nor Consummation of this Plan shall alter, impair or otherwise modify the terms and conditions of any such Insurance Policy or the coverage provided pursuant thereto.

L. Cooperation Between Plan Administrator and Purchaser

Prior to the completion of the Wind-Down and closing of the Chapter 11 Case of the Post-Effective Date Debtor, the Plan Administrator shall have reasonable access to, and the reasonable assistance of, any Purchaser(s), and to the assets, software, and systems of the Debtor, to the extent necessary to (a) reconcile Claims in connection with the Chapter 11 Case, and (b) complete the Wind-Down, in each case consistent with the applicable Asset Purchase Agreements and the Plan Administration Agreement, provided Purchaser is not liable for any fees, costs, expenses to enable the Plan Administrator to have access to such data, and is not responsible for any data breaches, ransom ware attacks or criminal acts of third parties regarding such data.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, as of the Effective Date, the Debtor shall be deemed to have rejected all Executory Contracts and Unexpired Leases that (1) have not been previously rejected, assumed, or assumed and assigned, including in connection with a Sale Transaction, or are not the subject of a pending motion or notice to reject, assume, or assume and assign as of the Effective Date, and (2) have not expired under their own terms prior to the Effective Date; *provided*, *however*, that nothing in this Section shall cause the rejection, breach, or termination of any contract of insurance benefiting the Debtor and its Estate, the Debtor's officers, managers and directors, and/or the Post-Effective Date Debtor.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the foregoing rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Preexisting Obligations Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtor under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Debtor expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtor, as applicable, from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

C. Assumption of the D&O Policies

The Debtor and the Post-Effective Date Debtor, as applicable, shall assume all of the D&O Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor's foregoing assumption of each of the D&O Policies and authorization for the Debtor to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secured for the insureds the benefits of the D&O Policies.

In addition, after the Effective Date, neither the Post-Effective Date Debtor nor the Plan Administrator shall terminate or otherwise reduce the coverage under a D&O Tail Policy covering the Debtor's current officers, and/or boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Tail Policy, all directors and officers of the Debtor who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

D. Rejection Damages Claims

All Claims arising from the rejection of Executory Contracts or Unexpired Leases under this Plan (including, without limitation, Claims that assert any indemnification right pursuant to corporate governance documents of the Debtor's that have been rejected) must be filed with the Balloting Agent and served upon the Plan Administrator and counsel for the Debtor, as applicable, within thirty (30) days after the occurrence of the Effective Date in accordance with the instructions and procedures set forth in the Confirmation Order; *provided*, that the foregoing deadline shall apply only to Executory Contracts or Unexpired Leases that are rejected automatically by operation of Article VI.A above, and the deadline for filing any rejection damages Claims relating to any Executory Contracts or Unexpired Leases rejected pursuant to a separate order of the Bankruptcy Court shall be the applicable deadline under such order or the Claims Bar Date Order, as applicable. Any Claim arising from the rejection of an Executory Contract or Unexpired Lease that becomes an Allowed Claim shall be classified and treated as a Class 4 General Unsecured Claim.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed; Entitlement to Distributions

1. Timing and Calculation of Amounts to Be Distributed and Date of Distributions

On the Initial Distribution Date, each Holder of an Allowed Claim against the Debtor shall receive the amount of the Distribution that this Plan provides for Allowed Claims in the applicable Class. Subsequent Distributions shall be made, if determined by the Plan Administrator to be practicable and appropriate; *provided* that the Plan Administrator may refrain from making a Distribution to the extent the Plan Administrator reasonably determines that the costs of making such Distribution are not reasonable in comparison to the amount of such Distribution and instead may reserve making any subsequent Distributions until a future Distribution date. 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 this Article VII and Article VIII.

2. Entitlement to Distributions

On and after the Effective Date, the Disbursing Agent shall be authorized (but not directed) to recognize and deal only with those Holders of Claims listed on the Debtor's books and records as of the Distribution Record Date. Accordingly, the Disbursing Agent will have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute any securities, property, notices, and other documents only to those Holders of Allowed Claims who are Holders of Claims (or participants therein) as of the close of business on the Distribution Record Date.

B. Disbursing Agent

Except as otherwise provided herein, all Distributions under this Plan shall be made by the Debtor or the Post-Effective Date Debtor as Disbursing Agent or such other Entity designated by the Plan Administrator as a Disbursing Agent on the Effective Date.

C. Distributions on Account of Disputed Claims Allowed After the Effective Date

Notwithstanding any provision otherwise in this Plan and except as otherwise agreed to by the Disbursing Agent, (a) no partial payments and no partial Distributions shall be made with respect to a Disputed Claim until all disputes in connection with such Disputed Claim have been resolved by settlement or Final Order and such claim becomes an Allowed Claim; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any Distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make Distributions to Holders of Allowed Claims at the address for each such Holder as indicated on (a) such Holder's address on its Proof of Claim, if applicable, (b) such Holder's address listed on a notice filed with the Bankruptcy Court, if applicable, or (c) if neither (a) or (b) are available, the address of record for the Holder listed on the Debtor's Schedules.

2. Undeliverable Distributions and Unclaimed Property

(a) Failure to Claim Undeliverable Distributions

In the event that any Distribution to any Holder is returned as undeliverable, no 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 Distribution shall be made to such Holder without interest. Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the date the Distribution was returned. After such date, such unclaimed Distribution shall revert to the Post-Effective Date Debtor and its Estate (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Holder of such Claim shall receive no Distribution from the Debtor on account of such Claim.

(b) Failure to Present Checks

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the relevant Allowed Claim for which such check was originally issued. After such date, such unclaimed Distribution shall revert to the Post-Effective Date Debtor and its Estate (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws

to the contrary), and the Holder of such Claim shall receive no Distribution from the Debtor on account of such claim. Nothing contained herein shall require the Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

3. Record Date for Distributions

For purposes of making Distributions on the Initial Distribution Date only, the Disbursing Agent shall be authorized and entitled to recognize only those Holders of Claims reflected in the Debtor's books and records as of the close of business on the Distribution Record Date.

4. Fractional Distributions

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

5. De Minimis Distributions

Notwithstanding anything to the contrary contained in this Plan, the Disbursing Agent shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim is less than $50. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed is less than $50 shall receive no Distribution from the Post-Effective Date Debtor on account of such claim and be forever barred from asserting such Claim against the Estate.

E. Compliance with Tax Requirement; Allocations

In connection with this Plan and all Distributions hereunder, the Disbursing Agent shall take any and all actions that may be necessary or appropriate to comply with all applicable withholding and reporting requirements imposed on them. Notwithstanding any provision in this Plan to the contrary, all Persons and Entities holding Claims or Interests shall be required to provide any information necessary to effect information reporting and the withholding of applicable taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim or Interest will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations associated therewith, including income, withholding, and other tax obligations. Any amounts withheld or reallocated pursuant to this Section E shall be treated as if distributed to the Holder of the Allowed Claim. The 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.

The Debtor, the Plan Administrator, or the Disbursing Agent may require, as a condition to the receipt of a Distribution, that a Holder furnish to the Debtor, Plan Administrator, or Disbursing Agent, as applicable, any necessary or appropriate tax documentation and information, including a Form W-8 or Form W-9. If any Holder fails to comply with such a request within one

(1) month thereof, such Distribution in respect of such Holder may be withheld and deemed an undeliverable Distribution and shall be treated in accordance with Article VII.D.2 hereof.

F. Surrender of Cancelled Instruments or Securities

As a condition precedent to receiving any Distribution on account of its Allowed Claim, each Holder of a Claim shall be deemed to have surrendered the certificates or other documentation underlying each such Claim, and all such surrendered certificates and other documentations shall be deemed to be canceled, except to the extent otherwise provided herein; provided, however, that the foregoing shall not release or otherwise affect any claims of the Prepetition Secured Parties against the Guarantors as set forth in the Portfolio Sale Settlement Agreement.

G. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtor or the Plan Administrator, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed upon an order of the Bankruptcy 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 or the Plan Administrator including, without limitation, any Purchaser. To the extent a Holder of a Claim receives a Distribution on account of such Claim and receives payment from a party that is not the Debtor or the Plan Administrator on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the Distribution to the Plan Administrator to the extent the Holder's total recovery on account of such Claim exceeds the total Allowed amount of such Claim as of the Distribution Date.

2. Claims Payable by Third Parties

No Distributions under this Plan shall be made on account of a Claim that is payable pursuant to one of the Insurance Policies until the Holder of such Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more Insurers agrees to satisfy 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 satisfaction by such Insurer(s), such Claim may be expunged to the extent of such satisfaction without need for any further action by or approval from the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in this Plan, payments to Holders of Claims covered by Insurance Policies shall be in accordance with the provisions of any applicable Insurance Policy. Nothing contained in this Plan shall constitute or be deemed a waiver (i) of any Cause of Action that the Debtor or any Entity may hold against any Insurers under any Insurance Policies, or (ii) by such Insurers of any rights or defenses held by such Insurers.

H. Allocation of Plan Distributions between Principal and Interest

To the extent that any Allowed Claim entitled to a Distribution under this Plan is comprised of indebtedness and accrued but unpaid interest (or original issue discount) thereon, such

Distribution shall, except as required by law (as reasonably determined by the Debtor or the Plan Administrator), be allocated first to the principal amount of the Claim and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest (or original issue discount).

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance and Disallowance of Claims

No Claim shall be deemed Allowed unless and until such Claim is Allowed under the Bankruptcy Code, this Plan or the Bankruptcy Court enters a Final Order in the Chapter 11 Case allowing such Claim. The Plan Administrator after Consummation will have and retain any and all rights and defenses the Debtor had with respect to any Claim.

Any Claim filed after the applicable Claims Bar Date is automatically deemed Disallowed unless such Holder of the Claim obtains Bankruptcy Court approval to file a late claim.

B. Prosecution of Objections to Claims

The Plan Administrator shall have the authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims. From and after the Effective Date, the Plan Administrator, may settle or compromise any Disputed Claim, and may administer and adjust the Claims Register to reflect such settlements or compromises, without notice to, action, order, or approval of the Bankruptcy Court. The Plan Administrator may also resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law, as necessary. Notwithstanding anything else herein, if the amount in dispute with respect to a Disputed Claim is greater than $25,000, then the Plan Administrator shall file a motion seeking approval of any settlement or compromise of such Claim.

With respect to the foregoing rights of the Plan Administrator to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims, the Plan Administrator shall stand in the same position as the Debtor with respect to any claim the Debtor may have to an attorney-client privilege, the work-product doctrine or any other privilege. The Plan Administrator shall succeed to all of the Debtor's rights to preserve, assert or waive any such privilege.

C. Estimation of Claims

The Plan Administrator may request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Plan Administrator has previously objected to such Claim. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning an objection to a Claim. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Plan Administrator may elect to pursue any supplemental

proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and not exclusive of one another. For the avoidance of doubt, the Post-Effective Date Debtor and the Plan Administrator shall not estimate the Allowed Prepetition Secured Parties Claim.

D. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim as a Claim other than a Subordinated Claim, Distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the Holder of such Claim the Distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

E. Disallowance of Certain Claims

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code unless expressly Allowed, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order of the Bankruptcy Court with respect thereto has been entered and all sums due, if any, to the Debtor by that Entity have been turned over or paid to the Post-Effective Date Debtor.

F. General Unsecured Claim Reserve Account

The Debtor or the Plan Administrator shall deposit Cash in the amount of the General Unsecured Claim Reserve Amount into the General Unsecured Claim Reserve Account on or prior to the Effective Date. Cash in the General Unsecured Claim Reserve Account shall only be used to make the Claims Payment to Allowed General Unsecured Claims until all such Allowed General Unsecured Claims are paid in full, and thereafter the Plan Administrator shall remit any remaining unused Cash in the General Unsecured Claim Reserve Account to the Wind-Down Account.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THIS PLAN

A. Conditions Precedent to Confirmation

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Confirmation of this Plan:

1. The Disclosure Statement Order shall have been entered by the Bankruptcy Court on a final basis.

2. The Confirmation Order shall have been entered by the Bankruptcy Court and contain terms and conditions consistent in all material respects with the Sale Order(s) and otherwise be in form and substance reasonably acceptable to the Debtor, and shall not have been vacated, amended or otherwise modified.

3. The Sale Order(s) shall constitute Final Order(s) and shall not have been vacated, amended or otherwise modified.

4. The Sale Transaction Documents shall not have been terminated in accordance with their terms.

B. Conditions Precedent to the Effective Date

In addition to the satisfaction of the provisions of Article IX.A hereof, unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to the occurrence of the Effective Date of this Plan:

1. The Confirmation Order shall have been entered by the Bankruptcy Court and contain terms and conditions consistent in all material respects with the Sale Order(s) and otherwise be in form and substance reasonably acceptable to the Debtor, and shall not have been vacated, amended or otherwise modified.

2. This Plan and all other documents contemplated thereby, including any amendments, modifications, or supplements thereto, shall be consistent in all material respects with the Sale Order(s) and otherwise be in form and substance reasonably acceptable to the Debtor.

3. All conditions precedent to the effectiveness of the Sale Transaction Documents shall have been satisfied or waived pursuant to the terms thereof, and the consummation of such Sale Transaction(s) will have occurred contemporaneously with or prior to the Effective Date.

4. The Debtor shall have obtained all authorizations, consents, regulatory approvals, rulings or documents that are necessary to implement and effectuate this Plan and no order, injunction or judgment shall have been issued by any Governmental Units, or other governmental authority, or arbitrator to restrain, prohibit, enjoin or declare illegal the transactions contemplated by this Plan, and no law shall have been promulgated or enacted and be in effect that on a temporary or permanent basis restrains, enjoins, or invalidates the transactions contemplated by this Plan.

5. The Plan Administration Agreement shall have been executed and delivered by all of the Persons or Entities that are parties thereto, all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and the Plan Administration Agreement shall otherwise be in form and substance reasonably acceptable to the Debtor.

6. All actions, documents, certificates, and agreements necessary to implement this Plan shall (i) have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws; and (ii) be in full force and effect.

7. The Wind-Down Account shall have been established and funded in an amount consistent with the Post-Effective Date Budget.

8. The Professional Fee Escrow Account shall have been established and funded with the Professional Fee Escrow Amount.

9. The General Unsecured Claim Reserve Account shall have been established and funded with the General Unsecured Claim Reserve Amount.

10. All Statutory Fees due and payable prior to the Effective Date shall have been paid by the Debtor.

11.The Plan shall be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

C. Waiver of Conditions

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may, in consultation with the Committee and the Prepetition Secured Parties, be waived by the Debtor with or without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtor to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation

If the Confirmation or the Consummation of this Plan does not occur, then this Plan will be null and void in all respects and nothing contained in this Plan or the Disclosure Statement will: (1) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtor; (2) prejudice in any manner the rights of the Debtor, any Holders or any other Entity; (3) constitute an Allowance of any Claim; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtor, any Holders or any other Entity in any respect.

ARTICLE X.

EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. General

Pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall collectively constitute an integrated and global good faith compromise or settlement of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or any Interest, any Distribution to be made on account of such Allowed Claim, including, without limitation, all controversies among the Debtor, the Committee, and all other Holders of Claims against and Interests in the Debtor. The Plan shall be deemed a motion to

approve the compromises and settlements contained in the Plan and the good faith compromise and settlement of all of the Claims, Interests and controversies (other than Causes of Action specifically retained by the Debtor's Estate) described in the foregoing sentence pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. The provisions of this Plan, including, without limitation, the global settlement of all Claims, Interests and controversies and the injunction, exculpation and compromise provisions provided herein, are mutually dependent. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of all of the provisions of this Plan collectively as an integrated and global compromise and settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such integrated compromises and settlements are in the best interests of the Debtor, its Estate and Holders of Claims and Interests and are fair, equitable and reasonable. In accordance with and except as otherwise provided by the provisions of this Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Plan Administrator may compromise and settle Claims against them and Causes of Action against other Entities. Nothing in this Plan releases any Causes of Action that are held independently by third parties and are not derivative of the Debtor.

B. Exculpation

To the fullest extent permitted by applicable law, and without affecting or limiting the provisions set forth in Article X of this Plan, effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, causes of action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of: the administration of the Chapter 11 Case, commencement of the Chapter 11 Case, pursuit of Confirmation and consummation of this Plan, making Distributions, implementing the Wind-Down, the Disclosure Statement, any Sale Transactions, any Asset Purchase Agreements, any Sale Orders, or the solicitation of votes for, or Confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtor; or the transactions in furtherance of any of the foregoing; provided, however, that none of the foregoing provisions shall operate to waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties' rights and obligations under this Plan, the Plan Supplement documents, the Sale Transaction Documents, and the Confirmation Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, nothing in the foregoing shall release or otherwise affect

any claims with respect to the Guarantors as defined in the Portfolio Sale Settlement Agreement.

C. Permanent Injunction

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to this Plan, including the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in this Plan or the Confirmation Order.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, OR ON ACCOUNT OF OBLIGATIONS ISSUED OR CREATED PURSUANT TO THIS PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE IN THE FOREGOING CLAUSES (I) THROUGH (IV), ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION (AGAINST THE DEBTOR), EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE PERSON OR ENTITY SO RELEASED OR EXCULPATED). 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, PROVIDED NOTHING HEREIN ENJOINS ANY RIGHTS OF PURCHASER UNDER THE SALE TRANSACTION DOCUMENTS, NOR SHALL ANYTHING IN THE FOREGOING RELEASE OR OTHERWISE AFFECT ANY CLAIMS WITH RESPECT TO THE GUARANTORS AS DEFINED IN THE PORTFOLIO SALE SETTLEMENT AGREEMENT.

D. Setoffs

Except as otherwise expressly provided for in this Plan, the Debtor and the Plan Administrator, pursuant to the Bankruptcy Code or applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may setoff against any Claim and the Distributions to be made pursuant to this Plan on account of such Claim (before any Distribution is made on account of such

Claim), any Claims, rights and Causes of Action of any nature that the Debtor or the Plan Administrator, as applicable, may hold against the Holder of such Allowed Claim; *provided*, *however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by the Debtor of any such Claims, rights and Causes of Action that the Debtor may possess against such Holder.

In no event shall any Holder of a Claim be entitled to setoff any such Claim against any claim, right, or Cause of Action of the Debtor or the Post-Effective Date Debtor, unless (i) the Debtor or the Plan Administrator, on behalf of the Post-Effective Date Debtor, as applicable, have consented in writing to such setoff, or (ii) such Holder has filed a motion with the Bankruptcy Court requesting authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise. Notwithstanding the foregoing, this paragraph does not create any new rights to setoff or recoupment that did not exist under any applicable law or agreement in existence and force prior to the Effective Date.

E. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtor expressly reserves all Retained Causes of Action not transferred to a Purchaser as part of a Sale Transaction or released hereunder for later adjudication by, as applicable, the Debtor or the Plan Administrator (including, without limitation, Retained Causes of Action not specifically identified or of which the Debtor may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts or circumstances that may change or be different from those the Debtor now believes to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Retained Causes of Action upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan, or the Confirmation Order, except in each case where such Causes of Action have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Exculpation contained in Article X.B hereof) or any other Final Order (including, without limitation, any Sale Orders or the Confirmation Order). In addition, the Debtor and the Plan Administrator, as applicable, expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. No Entity may rely on the absence of a specific reference in this Plan or the Disclosure Statement to any Retained Cause of Action against them as any indication that the Debtor or the Plan Administrator will not pursue any and all available Retained Causes of Action against them.

F. Integral Part of Plan

Each of the provisions set forth in this Plan with respect to the settlement, release, cancellation, exculpation, injunction, indemnification and insurance of, for or with respect to Claims and/or Causes of Action is an integral part of this Plan and essential to its implementation. Accordingly, each Entity that is a beneficiary of such provision shall have the right to

independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

ARTICLE XI.

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, and in addition to the matters over which the Bankruptcy Court shall have retained jurisdiction pursuant to any Sale Order(s), the Bankruptcy Court will, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Case and all Entities with respect to all matters related to the Chapter 11 Case, the Debtor and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or Secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim, including equitable subordination or other subordination of any Claim pursuant to 11 U.S.C. § 510;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Case;

5. hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

6. ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and adjudicate any and all disputes related thereto;

7. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtor that may be pending on the Effective Date;

8. enforce all orders previously entered by the Bankruptcy Court;

9. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

10. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person's or Entity's obligations incurred in connection with this Plan;

11. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

12. hear and determine disputes arising in connection with the interpretation, implementation, enforcement of any Sale Order, Asset Purchase Agreement, or other document(s) governing or relating to a Sale Transaction including, without limitation, and all matters arising in connection with a Sale Transaction;

13. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

14. enforce the terms and conditions of this Plan and the Confirmation Order, and maintain the integrity of this Plan following Consummation;

15. hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

16. resolve any cases, controversies, suits or disputes with respect to the release, Exculpation, indemnification and other provisions contained in Article X hereof and enter such orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;

17. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

18. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan;

19. enter an order or orders concluding or closing the Chapter 11 Case;

20. hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. Reservation of Rights

Except as expressly set forth herein, this Plan will have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtor or any other Entity with respect to this Plan will be or will be deemed to be an admission or waiver of any rights of: (1) the Debtor with respect to the Holders of Claims or other Entity; or (2) any Holder of a Claim or an Interest or other Entity prior to the Effective Date.

B. No Government Releases

Except as expressly provided for in this Plan, nothing herein, or in the Confirmation Order or other related Plan documents shall affect a release or limit any claim arising solely under the enforcement of the police powers or regulatory activities of the United States Government or any of its agencies, or any state and local authority, whatsoever.

C. Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtor or the Post-Effective Date Debtor (or the Disbursing Agent or the Plan Administrator on behalf the Debtor or the Post-Effective Date Debtor), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing the Debtor's Chapter 11 Case, (b) an order dismissing the Debtor's Chapter 11 Case, or (c) an order converting the Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

D. Statutory Committee

On the Effective Date, the current and former members of the Committee, and their respective officers, employees, counsel, advisors and agents, will be released from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Case and the Committee will dissolve. Following the Effective Date, the Committee will be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents will terminate without further notice to, or action by, any Entity, except for the limited purposes of (i) prosecuting requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date by the Committee and Committee Professionals and objecting to requests for payment of Professional Fee Claims, (ii) transitioning management of the *Motion of the Official Committee of Unsecured Creditors for Entry of an Order Granting Standing and Authorizing the Committee to Commence, Prosecute, and Settle Certain Causes of Action on Behalf of the Debtor's Estate* [Docket No. 474] (the "Committee Standing Motion") to the Plan Administrator, and (iii) transitioning management of any Causes of Action against the Debtor's insiders to the Plan Administrator. The Plan Administrator is hereby authorized to retain the Committee Professionals for the purpose of prosecuting the Committee Standing Motion and Causes of Action against the Debtor's insiders. In this regard, the Committee shall be deemed to share a common interest with

the Plan Administrator as a successor litigant, and, pursuant to Rule 502(d) of the Federal Rules of Evidence, the transmission to the successor litigant of material protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection shall not result in a waiver or forfeiture of any such privilege or protection held by the Committee.

Additionally, if the General Unsecured Claim Reserve Amount is not sufficient to provide for full payment of the portion of the Claims Payment for Allowed General Unsecured Claims, then not less than 60 days following the Effective Date the Plan Administrator shall contact the Court for the purpose of scheduling a hearing to determine the Committee Standing Motion and to resolve any disputes concerning the distribution of any proceeds from Causes of Action. The Prepetition Secured Parties' deadline to respond to the Committee Standing Motion is hereby extended until the date that is 14 days prior to the hearing, if any, scheduled in accordance with this paragraph.

E. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in accordance with section 1127(a) of the Bankruptcy Code and (b) after the entry of the Confirmation Order, the Debtor may, upon order of the Bankruptcy Court, amend or modify this Plan in accordance with section 1127(b) of the Bankruptcy Code. A Holder of a Claim that has accepted this Plan will be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

F. Revocation or Withdrawal of Plan

The Debtor reserves the right to revoke or withdraw this Plan prior to the Effective Date and/or to file subsequent chapter 11 plans, provided that if the Debtor revokes or withdraws this Plan after the entry of a Confirmation Order, then the Debtor will file a notice with the Court to advise parties in interest of such revocation or withdrawal. If the Debtor revokes or withdraws this Plan, or if Confirmation or Consummation of this Plan does not occur, then: (1) this Plan will be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto will be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan will: (a) constitute a waiver or release of any Claims by or against, or any Interests in, the applicable Debtor or any other Entity; (b) prejudice in any manner the rights of the applicable Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtor or any other Entity.

G. Successors and Assigns

This Plan will be binding upon and inure to the benefit of the Debtor, all present and former Holders of Claims and Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or

Entity named or referred to in this Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

H. Further Assurances

The Debtor, all Holders of Claims receiving Distributions hereunder, and all other Persons and Entities will, 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 or the Confirmation Order.

I. Severability

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will 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 will 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 will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, each of the Exculpated Parties will be deemed to have solicited votes on this Plan in good faith and in compliance with section 1125 of the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, each of the Exculpated Parties and each of their respective Affiliates, Professional Persons, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under this Plan and any previous plan, and, therefore, none of such parties or individuals or the Post-Effective Date Debtor will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the securities offered and sold under this Plan or any previous plan.

K. Service of Documents

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a "Notice") must be in writing, sent by personal delivery, electronic mail or courier, and addressed as follows:

Debtor	Co-Counsel to the Debtor

Lodging Enterprises, LLC 8535 East 21st St. N. Suite 250 Wichita, KS 67206 Attn: Tom Wenner (tomwenner@outlook.com)	Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, Texas 77002 Attn: Timothy A. ("Tad") Davidson II (taddavidson@Hunton.com), Brandon Bell (bbell@Hunton.com), and Kaleb Bailey (kalebbailey@Hunton.com) -and- Hunton Andrews Kurth LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, Virginia 23219 Attn: Jason W. Harbour (jharbour@Hunton.com) -and- Seigfreid & Bingham, P.C. 2323 Grand Boulevard, Ste. 100 Kansas City, MO 64108 Attn: Jonathan A. Margolies (jmargolies@sb-kc.com)
United States Trustee	**Co-Counsel to the Creditors' Committee**
Office of The United States Trustee 301 North Main Street Suite 1150 Wichita, KS 67202 Attn: Richard A. Kear (richard.kear@usdoj.gov)	Greenberg Traurig, LLP 1000 Louisiana Street, Suite 6700 Houston, Texas 77002 Attn: Shari L. Heyen (shari.heyen@gtlaw.com) and James T. Grogan (james.grogan@gtlaw.com) -and- Greenberg Traurig LLP Teminus 200 3333 Piedmondt Road NE, Suite 2500 Atlanta, Georgia 30305 Attn: David Kurzweil (kurzweild@gtlaw.com) -and- Spencer Fane LLP 1000 Walnut Street, Suite 1400 Kansas City, Missouri 64106 Attn: Peter L. Riggs (priggs@spencerfane.com), Andrea M. Chase (achase@spencerfane.com), and Zachary R.G. Fairlie (zfairlie@spencerfane.com)

L. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan will be governed by, and construed and enforced in accordance with, the laws of the state of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

M. Pre-Effective Date Tax Reporting and Compliance

The Debtor is hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtor for all taxable periods ending after the Petition Date through and including the Effective Date.

N. Schedules

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

O. Conflicts

Except as set forth in this Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order or a Sale Order) referenced in this Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of this Plan, this Plan shall govern and control; *provided* that, in the event of any conflict with any provision of this Plan and/or the Confirmation Order, the Confirmation Order shall govern; *provided further* that, in the event of any conflict between the Plan, on the one hand, and a Sale Order, on the other hand, with respect to a Sale Transaction, the Sale Order shall govern.

P. Entire Agreement

Except as otherwise provided herein or therein, this Plan 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.

Q. 2002 Notice Parties

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 previously filed documents in this Chapter 11 Case or who have filed a request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Respectfully submitted, as of the date first set forth above,

Dated: November 18, 2025

LODGING ENTERPRISES, LLC
on behalf of itself

/s/ Tom Wenner
Tom Wenner
Chief Restructuring Officer