

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

In re:

MY JOB MATCHER, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11280 (KBO)

(Jointly Administered)

Re: Docket No. 411, 412

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
(I) APPROVING DISCLOSURE STATEMENT ON A FINAL BASIS;
AND (II) CONFIRMING COMBINED DISCLOSURE STATEMENT AND
PLAN OF LIQUIDATION DATED DECEMBER 12, 2025**

The above-captioned debtors and debtors-in-possession (the “Debtors” or the “Plan Proponent”) having filed the *Chapter 11 Combined Plan & Disclosure Statement Dated December 12, 2025* [Docket No. 412] (together with the Plan Supplement and all exhibits and any other modifications, amendments, or supplements thereto, the “Plan”);² the Court having entered, on December 12, 2025, the *Order (I) Approving on an Interim Basis the Adequacy of Disclosures in the Combined Plan and Disclosure Statement, (II) Scheduling the Confirmation Hearing and Deadline for Filing Objections, (III) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Combined Plan and Disclosure Statement, (IV) Approving the Form of Ballot and Solicitation Package, and (V) Approving the Notice Provisions* [Docket No. 411] (the “Solicitation Procedures Order”), establishing, among other things, certain solicitation and voting tabulation procedures associated with the Plan; and the Court having conducted a hearing

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: My Job Matcher, Inc. (9880); Job.com-HV, Inc. (DE) (5873); Job.com-HV, Inc. (FL) (5873); Job.com-Fortus, Inc. (6145); Job.com-Endevis, Inc. (1956); Job.com-QCI, Inc. (4364); Princeton One-Job.com, Inc. (4752); and Princeton Search L.L.C. (6163). For purposes of these chapter 11 cases, the Debtors’ service address is 1743 Sidewinder Drive, 1st Floor, Park City, Utah 84060.

² Capitalized terms used but not defined herein shall have the same meanings given to them in the Plan.

on January 22, 2026 at 1:00 p.m. (ET), to consider approval of the Disclosure Statement on a final basis and confirmation of the Plan (the “Confirmation Hearing”); the Court having considered: (a) the witness testimony at the Confirmation Hearing, as well as the declarations included among the exhibits admitted into evidence at the Confirmation Hearing, including the (i) *Declaration of Robert Corliss in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 13] (the “First Day Declaration”); (ii) *Declaration of Robert Corliss in Support of Confirmation of the Combined Disclosure Statement and Chapter 11 Plan of Liquidation Dated December 12, 2025* [Docket No. 489] (the “Corliss Confirmation Declaration”), and (iii) *Declaration of Adam J. Fialkowski of Stretto, Inc. Regarding Voting and Tabulation of Ballots Cast on the Combined Disclosure Statement and Joint Chapter 11 Plan of My Job Matcher, Inc. and Its Affiliated Debtors* [Docket No. 437] (the “Voting Declaration,” and, together with the First Day Declaration, the Corliss Confirmation Declaration, and the Voting Declaration, the “Declarations”); (b) the arguments of counsel and all evidence proffered or adduced at the Confirmation Hearing; (c) the resolution and settlement or overruling of any filed objections or informal comments received relating to the Plan; and (d) the additional filings made by the Debtors in support of the Plan, including the affidavits of service for the Plan, the ballots and other solicitation materials, the Solicitation Procedures Order, and the Plan Supplement [Docket Nos. 415, 419, 420, 423, 428, 431, 433, and 434] (the “Service Affidavits”); the Court being familiar with the Plan, and the relevant facts and circumstances concerning the Chapter 11 Cases (the “Chapter 11 Cases”) of the Debtors; the Court having taken judicial notice of the entire docket of the Chapter 11 Cases and all pleadings and other documents filed, all orders entered, and evidence and arguments made, proffered, or adduced at the hearings held before the Court during the Chapter 11 Cases; the Court having found that due and proper notice has been given with respect

to the Confirmation Hearing and the deadlines and procedures for voting on the Plan and asserting objections to the Plan consistent with the Solicitation Procedures Order and the Bankruptcy Code; the appearance of all interested parties having been duly noted in the record of the Hearing; and upon the record of the Confirmation Hearing, and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY FOUND, DETERMINED, ORDERED, ADJUDGED, AND DECREED
AS FOLLOWS:

FINDINGS OF FACT

A. Findings of Fact and Conclusions of Law. The findings set forth herein and on the record of the Confirmation Hearing constitute the Court's findings of fact pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence admitted and arguments made at the hearings held before the Court during the pendency of the Chapter 11 Cases.

C. Exclusive Jurisdiction; Core Proceeding; Venue. This Court has jurisdiction over the Chapter 11 Cases and to confirm the Plan pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court and in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Chapter 11 Petition. On July 6, 2025 (the “Petition Date”), the Debtors each commenced a voluntary case under Chapter 11 of the Bankruptcy Code.

E. Eligibility for Relief. The Debtors are each an eligible debtor under section 109 of the Bankruptcy Code.

F. Appointment of Creditors Committee. On July 23, 2025, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) formed the Official Committee of Unsecured Creditors (the “Committee”).

G. Solicitation Procedures Order. On December 12, 2025, the Court entered the Solicitation Procedures Order, approving the adequacy of the Disclosure Statement on an interim basis, and establishing the procedures for solicitation of the Plan. Among other things, the Solicitation Procedures Order set January 14, 2026 at 4:00 p.m. (ET) as the deadline for submission of ballots and for filing of objections in opposition to confirmation. Upon request, the Debtors extended the deadlines for certain parties to submit ballots or to object to confirmation.

H. Notice, Transmittal, and Mailing of Solicitation Materials. As evidenced by the Service Affidavits, due, adequate, and sufficient notice of the Plan, and the Confirmation Hearing, together with all deadlines for objecting to and voting to accept or reject the Plan, have been provided as required by the Solicitation Procedures Order. No other or further notice is necessary or shall be required.

I. Solicitation. In compliance with the Solicitation Procedures Order, on or prior to December 16, 2025, the Debtors caused copies of the following documents to be served (i) the Confirmation Hearing Notice on the creditor matrix and all other parties required to receive such notice pursuant to the Solicitation Procedures Order, (ii) Confirmation Hearing Notice, Solicitation Procedures Order, and Unimpaired Non-Voting Status Notice, (iii) Solicitation Packages

consisting of the Plan, the Solicitation Procedures Order, customized copy of the Ballot, a notice of hearing to consider approval of the Plan, a cover letter to all Holders of Claims or Interests entitled to vote on the Plan, and a pre-addressed postage prepaid return envelope on all known Holders of Claims in Class 1 (Priority Non-Tax Claims), Class 2 (Priority Tax Claims), Class 4 (Serengeti/Ghost Tree Claim), and Class 5 (General Unsecured Claims), (iv) the Unimpaired Non-Voting Status Notice in lieu of a Solicitation Package on all known Holders of Unimpaired Claims in Class 3 (Secured Claims), and (v) the Confirmation Hearing Notice, Solicitation Procedures Order, and Impaired Non-Voting Status Notice in lieu of a Solicitation Package on all known Holders of Impaired Interests in Class 6 (Equity Interests). Certificates of Service evidencing the service of the Plan, the ballots and other solicitation materials, including the aforementioned documents, the Solicitation Procedures Order, and the Plan Supplement were each filed with the Court [Docket Nos. 415, 419, 420, 423, 428, 431, 433, and 434]. Based on the foregoing, the Court finds that (i) all persons entitled to receive notice of the Plan, and the Confirmation Hearing have received proper, timely, and adequate notice in accordance with the Solicitation Procedures Order, the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and have had an opportunity to appear and be heard with respect thereto; (ii) the Debtors are in compliance with section 1128 of the Bankruptcy Code and Bankruptcy Rules 2002(b) and 3017(d)–(f); (iii) no other or further notice is required; and (iv) votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Solicitation Procedures Order, all applicable provisions of the Bankruptcy Code, and all other applicable rules, laws, and regulations.

J. Vote Certification. All procedures used to tabulate the Ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the

Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations. As evidenced by the Voting Declaration, the only classes eligible to vote whether to accept or reject the Plan, voted to accept the Plan as follows: Specifically,

- 92.9% of the Class 1 Ballots received by the Voting Agent (52 of 56 votes), representing 95.4% of the amount of Class 1 claims (\$356,099.75 of \$373,133.46) voted to accept the Plan;
- no holders of any Class 2 Ballots voted to accept or reject the Plan;
- the only Class 4 Ballot received by the Voting Agent voted to accept the Plan; and
- 82.1% of the Class 5 Ballots received by the Voting Agent (23 of 28 votes), representing 63.8% of the amount of Class 5 claims (\$1,529,318.30 of \$2,397,168.04) voted to accept the Plan.

According to the Solicitation Procedures Order, the Plan is deemed accepted by the Holders of such Claims in Classes 1 and 4. No Holders of Class 2 claims voted. Although more than 80% of the Holders of Class 5 Claims voted to accept the Plan, less than two-thirds in amount of Class 5 Claims voted to accept the Plan. Accordingly, pursuant to 11 U.S.C. § 1126(c), Class 5 is deemed to reject the Plan.

K. Plan Supplement. On January 7, 2026, the Debtors, after consultation with the Committee, filed and served the *Plan Supplement* [Docket No. 430], which included the form of Liquidating Trust Agreement. All information and documents included in the Plan Supplement and the amendments thereto are integral to, part of, and incorporated by reference into the Plan. The Plan Supplement complies with the terms of the Plan, and the filing and service of such documents provided due, adequate, and sufficient notice in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice is necessary or shall be required. Consistent with the terms of the Plan, the Debtors reserve their right to further alter, amend, update, or modify the Plan Supplement before the Effective Date.

L. Bankruptcy Rule 3016. The Plan is dated and identifies its proponent in accordance with Bankruptcy Rule 3016(a), and the Disclosure Statement satisfies Bankruptcy Rule 3016(b).

M. Liquidating Trust. Entry into the Liquidating Trust Agreement is in the best interests of the Debtors, their Estates, and Holders of Claims. The establishment of the Liquidating Trust, the selection of the Liquidating Trustee, and the form of the proposed Liquidating Trust Agreement (as it may be modified or amended in accordance with the terms thereof) are appropriate and in the best interests of the Debtors, their Estates, and Holders of Claims. The Liquidating Trust Agreement will, upon execution, be valid, binding, and enforceable in accordance with its terms. The Liquidating Trustee is not, and will not be deemed to be, successor-in-interest of the Debtors for any purposes other than as expressly set forth in the Plan or in the Liquidating Trust Agreement.

I. The Plan Satisfies Section 1125 of the Bankruptcy Code

N. The Plan provides Holders of Claims and Interests in the Chapter 11 Cases with information, including among other things: (i) the circumstances that gave rise to the filing of the Debtors' bankruptcy petitions; (ii) an estimate of the Estates' assets and liabilities; (iii) the Debtors' actions and conditions during the Chapter 11 Cases, including the sale of substantially all of the Debtors' assets; (iv) the proposed treatment of Claims and Interests under the Plan and likely distributions to be received on account of each Class of Claims and Interests under the Plan; (v) an analysis as to the distributions creditors would receive from the Debtors' Estates if they were liquidated under Chapter 7 of the Bankruptcy Code; (vi) a summary of what remaining assets are left to be liquidated by the Liquidating Trust after the Effective Date; (vii) a disclaimer stating that no statements or information regarding the Debtors, their assets or securities are authorized, other than those included in the Plan; (viii) the relevant sources of information contained in the Plan; (ix) information regarding the Liquidating Trust, including the identity of the Liquidating Trustee and its compensation; (x) financial information necessary to allow a creditor to decide whether to approve or reject the Plan; (xi) information regarding the risks being taken by the Holders of Claims and Interests prior to voting; (xii) a description of potential avoidance actions and

nonbankruptcy litigation that are Liquidating Trust Assets; (xiii) the right and ability of the Liquidating Trustee to collect, market for sale, liquidate, assert, compromise or dispose of the Liquidating Trust Assets, including certain Causes of Action without further notice to Creditors or Interest Holders or authorization of the Court; (xiv) certain tax considerations under the Plan; (xv) conspicuous language containing limitation of liabilities and the injunction to be entered by and in connection with the Plan; and (xvi) such other and further information that informs Holders of Claims and Interests of their rights arising from and relating to the Plan.

O. The Plan provides Holders of Claims and Interests with adequate information with respect to such Claim and Interest, to enable those Holders of Claims and Interests sufficient information to make an informed decision whether to vote to accept or reject the plan and satisfies the requirements of Section 1125 of the Bankruptcy Code.

II. Compliance with Section 1129 of the Bankruptcy Code

P. Section 1129(a)(1). The Plan complies with section 1129(a)(1) of the Bankruptcy Code, as the Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code as follows:

- (i) In accordance with section 1122(a) of the Bankruptcy Code, (a) Article IV of the Plan classifies Claims and Interests into six (6) separate Classes reflecting the differing characteristics of those Claims and Interests between Classes and the distinct legal rights of the holders of those Claims and Interests in the separate Classes; and (b) the Claims and Interests within each Class are substantially similar to the other Claims or Interests within the same Class.
- (ii) In accordance with section 1123(a)(1) of the Bankruptcy Code, Article IV of the Plan properly classifies all Claims and Interests that require classification.
- (iii) In accordance with section 1123(a)(2) of the Bankruptcy Code, Article IV of the Plan properly identifies and describes that Class 3 is not impaired under the Plan and is deemed to accept.

- (iv) In accordance with section 1123(a)(3) of the Bankruptcy Code, Article IV of the Plan properly identifies and describes that Classes 1, 2, 4, and 5 are impaired under the Plan and are entitled to vote.
- (v) In accordance with section 1123(a)(3) of the Bankruptcy Code, Article IV of the Plan properly identifies and describes that Class 6 is impaired under the Plan and is deemed to reject the Plan and not entitled to vote.
- (vi) In accordance with section 1123(a)(4) of the Bankruptcy Code, Article IV of the Plan treats each Claim or Interest against the Debtors, in each respective Class, the same as each other Claim or Interest in such Class.
- (vii) In accordance with section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate means for its implementation, including, without limitation, (a) the vesting of the Estates' assets in the Liquidating Trust, (b) the appointment and powers of the Liquidating Trustee, (c) the establishment and funding of the Liquidating Trust, and (d) the distribution to be received by the Liquidating Trust on account of Allowed Claims.
- (viii) The documents included in the Plan Supplement, conform to section 1123(a)(6) of the Bankruptcy Code's prohibition on the issuance of non-voting equity securities.
- (ix) Section 6.01 of the Plan provides for the creation of the Liquidating Trust, the appointment of the Liquidating Trustee to serve with respect to the Liquidating Trust, including with the authority set forth therein and in the Liquidating Trust Agreement. The Liquidating Trustee was selected by the Committee, in consultation with the Debtors, and the Liquidating Trust Agreement identifies the Liquidating Trustee, its duties and responsibilities, as well with its compensation. The selection, disclosure and replacement mechanisms are consistent with the interests of Holders of Claims and Interests and with public policy. Thus section 1123(a)(7) of the Bankruptcy Code is satisfied.
- (x) Section 1123(a)(8) of the Bankruptcy Code is not applicable in the Chapter 11 Cases because the Debtors are not an "individual."
- (xi) Consistent with section 1123(b)(1) of the Bankruptcy Code, Article IV of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims.
- (xii) Consistent with section 1123(b)(2) of the Bankruptcy Code, Article VII of the Plan provides that any Executory Contract not previously assumed, assigned and sold or rejected by the Debtors shall be deemed rejected as of the Effective Date.
- (xiii) Consistent with section 1123(b)(3) of the Bankruptcy Code, (a) Article VI of the Plan provides for the retention of Causes of Action by the Debtors (other than those that constitute claims or causes of action that were previously waived, exculpated, released, compromised, or otherwise settled, under the Global Settlement Agreement, Sale Order, Plan or otherwise) (the "Retained Causes of Action") and transfer all Retained Causes of Action to the Liquidating Trust; (b) Section 8.01 of the Plan provides, among other things, for the pursuit of certain claim objections by the Liquidating Trust (including Professional Fee Claims) and for authority to settle claims and controversies relating to the rights that holders of Claims or Interests may have with respect to any Allowed Claims or Interests or any

distributions made pursuant to the Plan on account of such Allowed Claims or Interests.

- (xiv) Consistent with Section 1123(b)(4) of the Bankruptcy Code, the Plan establishes a Liquidating Trust and provides for the orderly liquidation of all of the Estates' Assets and the distribution of the proceeds thereof to Holders of Claims.
- (xv) Consistent with section 1123(b)(5) of the Bankruptcy Code, the Plan permissibly modifies the rights of Holders of unsecured claims.
- (xvi) Consistent with section 1123(b)(6) of the Bankruptcy Code, the Plan includes additional appropriate provisions that are inconsistent with applicable provisions of the Bankruptcy Code, including, without limitation, (a) Section 8.01 establishing procedures for resolving Disputed Claims and Section 8.02 established provisions governing distributions on account of Allowed Claims; (b) Section 6.01, providing for the preservation of certain causes of action, the settlement of certain claims and controversies and injunctions against certain actions; and (c) Article XII, providing for the retention of jurisdiction by the Court over certain matters after the Effective Date.
- (xvii) Section 1123(c) of the Bankruptcy Code is not applicable in the Chapter 11 Cases because the Debtors are not an "individual."

Q. Section 1129(a)(2). The Plan Proponent has complied with all applicable provisions of the Bankruptcy Code with respect to the Plan and the solicitation of acceptances or rejections thereof. In particular, the Plan complies with the requirements of sections 1125 and 1126 of the Bankruptcy Code, and as set forth the Service Affidavit, the Plan Proponent has caused service of the Plan and solicitation materials.

R. Section 1129(a)(3). The Plan Proponent has not engaged in any collusive or unfair conduct in connection with the Plan. The Plan was negotiated at arms-length by the Debtors, the Committee, the DIP Secured Parties, and certain other parties in interest, and without collusion with any person or entity. The Plan has been proposed in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The affirmative votes by Holders of claims in Classes 1 and 4 and that no Holders of Class 2 Claim voted to reject the Plan or objected to the proposed treatment of its Claim under the Plan further demonstrates that the Plan was proposed in good faith.

S. Section 1129(a)(4). No payment for services or costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been or will be made, other than payments that have been or will be authorized by an order of the Court, including without limitation by the confirmation of the Plan by this Confirmation Order.

T. Section 1129(a)(5). The identity and affiliations of the individual that will serve as Liquidating Trustee has been disclosed in the Plan and Plan Supplement, in satisfaction of section 1129(a)(5)(A)(i) of the Bankruptcy Code. Further, in accordance with section 1129(a)(5)(A)(ii) of the Bankruptcy Code, the appointment of the Liquidating Trustee is consistent with the interests of creditors and with public policy since no objection to the proposed Liquidating Trustee was received. In accordance with section 1129(a)(5)(B), the Plan Supplement disclosed that SC&H Group Inc. will be the Liquidating Trustee, and the Amended Plan Supplement disclosed SC&H Group Inc.'s compensation as Liquidating Trustee.

U. Section 1129(a)(6). The Plan does not provide for any changes in rates that require regulatory approval of any governmental agency. As such, section 1129(a)(6) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

V. Section 1129(a)(7). Each Holder of an Impaired Claim or Interest that has not accepted or is deemed to have not accepted the Plan will, on account of such Claim or Interest, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date, as evidenced by the Liquidation Analysis filed as **Exhibit A** to the Plan. The Plan Proponent has demonstrated that the Plan is in the best interests of its creditors.

W. Section 1129(a)(8). Multiple Classes under the Plan have either voted to accept the Plan, are deemed to have accepted the Plan, or are unimpaired under the Plan. Holders of Claims in Class 3 are unimpaired and deemed to accept, Holders of Claims in Class 1 have voted to accept the Plan, the sole Holder of a Claim in Class 4 voted to accept the Plan, no Holder of Claim in Class 2 voted to accept or reject the Plan. Holders of Claims in Class 5 rejected the Plan and Holders of Interests in Class 6 are deemed to reject the Plan. Nevertheless, with respect to Class 5 or 6, the Plan is confirmable because it satisfies section 1129(b)(1) of the Bankruptcy Code with respect to such non-accepting Classes.

X. Section 1129(a)(9). Bankruptcy Code section 1129(a)(9) generally requires that a plan satisfy administrative and priority tax claims in full and in cash unless the holder of a particular claim agrees to a different treatment with respect to such claim. The Plan provides treatment for Allowed Administrative Claims and Allowed Priority Tax Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code. Unless otherwise agreed to, the Holder of each Allowed Administrative Claim will receive full payment in Cash on account of such Claim within the prompt timeframe specified in the Plan with respect to such Claim. The Plan satisfies section 1129(a)(9) of the Bankruptcy Code.

Y. Section 1129(a)(10). The Voting Declaration sets forth the tabulation of votes and demonstrates that such tabulation was conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order. Further, the Court finds that, based on the foregoing, the Plan Proponent solicited votes with respect to the Plan in good faith and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order, and the Plan has been accepted by multiple Classes of Claims each of which are Impaired under the Plan, as determined without including the acceptance of the Plan by any insider.

Z. Section 1129(a)(11). As evidenced by the Confirmation Declaration, together with any additional evidence admitted at the Confirmation Hearing, the Plan is feasible and complies with section 1129(a)(11) of the Bankruptcy Code.

AA. Section 1129(a)(12). As set forth in Section 13.14 of the Plan (as modified by Paragraph 29 of this Order), all fees payable pursuant to section 1930(a) of the Judicial Code shall be paid as provided therein.

BB. Section 1129(a)(13). The Plan does not modify retiree benefits (as such term is defined under section 1114 of the Bankruptcy Code), if any. Thus, the Plan complies with Section 1129(a)(13) of the Bankruptcy Code.

CC. Sections 1129(a)(14)-(16). Sections 1129(a)(14)-(16) of the Bankruptcy Code apply to individuals or nonprofit entities and are not applicable to the Chapter 11 Cases.

DD. Section 1129(b). The Plan does not “discriminate unfairly” with respect to Class 5 or Class 6, which are the only Impaired Classes under the Plan that have not accepted the Plan. In addition, the Plan is “fair and equitable” under section 1129(b) of the Bankruptcy Code with respect to Class 6 because no Holder of an interest that is junior to the Interests in Class 6 is receiving or retaining any property under the Plan on account of such interest. Thus, the Plan may be confirmed notwithstanding the rejection of Class 5 and the deemed rejection of the Plan by Class 6.

EE. Section 1129(c). The Plan is the only plan that has been filed in the Chapter 11 Cases and it is the only plan that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

FF. Section 1129(d). No party in interest, including but not limited to any governmental unit, has requested that the Court deny confirmation of the Plan on grounds that the principal purpose of the Plan is “the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933,” and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

GG. Section 1129(e). These Chapter 11 Cases are not “small business cases” and Section 1129(e) of the Bankruptcy Code does not apply.

III. Means for Implementation of the Plan

HH. Implementation. The various means for implementation of the Plan, as set forth in Article VI 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 Debtors are indebted on the Effective Date. Pursuant to Section 6.01 of the Plan, on the Effective Date, all property of the Debtors’ Estates that constitute Liquidating Trust Assets shall vest in the Liquidating Trust, free and clear of all Claims, liens, charges, other encumbrances, Interests or other interests. On and after the Effective Date, the Liquidating Trustee may collect, market for sale, liquidate, compromise or dispose of Liquidating Trust Assets without Court approval, subject to the terms of the Plan, the Confirmation Order, and the Liquidating Trust Agreement.

II. Securities Exempt from Registration. The undertakings and obligations of the Debtors will not require the issuance of new securities, and therefore there are no issues with respect to section 1145 of the Bankruptcy Code, from Section 5 of the Securities Act of 1933 and

from any and all federal, state, or local laws requiring the registration of the offer, sale or other distribution of such securities by the Debtors.

JJ. Executory Contracts. Notwithstanding anything in the Plan to the contrary, unless otherwise, (i) previously assumed and assigned or assumed, assigned and sold; or (ii) for which a motion for approval of the assumption of an Executory Contract or Unexpired Leases has been Filed and served prior to, and remains pending on the Effective Date, all Executory Contracts or Unexpired Leases shall be rejected as of the Effective Date, other than all insurance policies which, pursuant to Section 7.02 of the Plan, shall be deemed to be Executory Contracts and shall be deemed assumed by the Debtors and/or Liquidating Trust on the Effective Date, as set forth therein.

KK. Plan Injunctions. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code and sections 105, 524, and 1141 of the Bankruptcy Code to approve the provisions with respect to the injunction set forth in Article IX of the Plan. Based upon the record of the Chapter 11 Cases and the evidence admitted at or prior to the Confirmation Hearing, this Court finds that the injunctions set forth in Article IX of the Plan are consistent with the Bankruptcy Code and applicable law.

LL. Releases, Exculpation and Injunctions. As set forth below, the releases, exculpations and injunctions set forth in Article X of the Plan are appropriate under applicable law.

(a) Releases by the Debtors. As set forth in the Confirmation Documents, the releases being provided by the Debtors in favor of the Released Parties pursuant to Section 9.2 of the Plan (the “Debtor Releases”) are (i) fair, equitable and reasonable, (ii) narrowly tailored, and (iii) integral elements of the Plan and resolution of these chapter 11 cases, without which the Debtors’ ability to confirm the Plan would be seriously impaired, and (iv) in the best interests of the Debtors, their estates and creditors. Accordingly, the releases by the

Debtors constitute a sound exercise of the Debtors' business judgment and, to the extent applicable, otherwise satisfy the standard articulated in *In re Master Mortg. Inv. Fund, Inc.*, 168 B.R. 930 (Bankr. W.D. Mo. 1994) and *In re Zenith Elec. Corp.*, 241 B.R. 92, 110–11 (Bankr. D. Del. 1999). To the extent the releases by the Debtors are a settlement or adjustment of any claim or interest belonging to the Debtors, such settlement or adjustment is consistent with section 1123(b)(3)(A) of the Bankruptcy Code and is approved.

(b) Exculpation. As set forth in the Confirmation Documents, the exculpations in favor of the Exculpated Parties in Section 9.3 of the Plan (the "Exculpation Provision") are appropriate in that the Exculpated Parties are fiduciaries of the Debtors' estates and no Exculpated Party is being exculpated for acts or omissions that constitute actual fraud, willful misconduct or gross negligence. Accordingly, the Exculpation Provision complies with the standard articulated in *In re PWS Holding Corp.*, 228 F.3d 224 (3d Cir. 2000).

(c) Injunctions. As set forth in the Confirmation Documents, the injunctions set forth in Section 9.4 of the Plan (the "Injunction") are appropriate in that such Injunction is necessary to implement, preserve and enforce the releases and exculpations set forth in the Plan, and is narrowly tailored to achieve such purpose.

MM. Other Findings. To permit the Liquidating Trustee to commence its duties as quickly as practicable, to promote prompt distributions under the Plan and Liquidating Trust Agreement for the benefit of creditors and because a significant number of Implementation Activities are capable of being undertaken in short order, good cause exists to support the waiver of the stay imposed by Bankruptcy Rule 3020(e).

NN. Retention of Jurisdiction. This Court may properly retain jurisdiction over the matters set forth in Article XII of the Plan and the Bankruptcy Code

CONCLUSIONS OF LAW

1. Disclosure Statement. The Disclosure Statement is **APPROVED** on a final basis.

2. Confirmation. All requirements for confirmation of the Plan have been satisfied.

The Plan is **CONFIRMED** in its entirety pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan, exhibits to the Plan, the Plan Supplement, and any other documents filed in connection with the Plan and/or executed or to be executed in connection with the transactions contemplated by the Plan, and all amendments and modifications thereof, are expressly incorporated into, and form an integral part of, this Confirmation Order. A copy of the Plan in the form confirmed is attached hereto as **Exhibit A**.

3. Objections. All objections that have not been withdrawn or resolved prior to the entry of this Confirmation Order, including any with respect to the Plan, are overruled in all respects for the reasons set forth in the record of the Confirmation Hearing, which record is incorporated herein, and all withdrawn objections, 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 Debtors are authorized and directed to execute, deliver, file or record such documents, contracts, instruments, releases and other agreements, and take such other actions as may be necessary to effectuate, implement and further evidence the terms and conditions of the Plan, including all such actions delineated in Article VI of the Plan and this

Confirmation Order. On the Effective Date, the Liquidating Trustee shall be authorized to execute, deliver, file or record such contracts, instruments, releases, consents, certificates, notices, resolutions, programs, and other agreements, instruments and/or documents, and take such acts and actions as may be reasonably necessary or appropriate to effectuate, implement, substantially consummate and/or further evidence the terms and conditions of the Plan, the Liquidating Trust Agreement, and this Confirmation Order and any transactions described in or contemplated thereby.

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

7. Modifications or Alterations to Plan. The modifications made to the Plan since solicitation (i) comply in all respects with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, (ii) do not adversely affect the treatment of any Holder of Allowed Claims without their consent and (III) do not require re-solicitation of votes with respect to the Plan.

8. Binding Effect of Plan. Subject to the occurrence of the Effective Date, the provisions of the Plan and this Confirmation Order shall be binding upon: (a) the Debtors; (b) the Committee, (c) the Liquidating Trust and the Liquidating Trustee; (d) all Professionals; (e) any and all non-Debtor parties to judicial or administrative proceedings in which a Debtor is a party; (f) any and all Holders of Claims, including Holders of Administrative Expenses, or Holders of Interests, irrespective of (i) whether such Claims or Interests are Impaired under the Plan, (ii) whether the Holders of such Claims or Interests accepted, rejected, or are deemed to have accepted or rejected the Plan, or (iii) whether such Claims or Interests have been asserted in a filed proof of claim, proof of interest, request for administrative expense payment or other pleading or

filing); (g) any and all non-Debtor parties to Executory Contracts with one or more of the Debtors; (h) any party that had received or may be deemed to have received notice of the Plan and the Confirmation Hearing; and (i) the respective heirs, executors, administrators, trustees, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, guardians, successors or assigns, if any, of any of the foregoing, in their capacity as such. All settlements, compromises, waivers, and injunctions set forth in the Plan shall be, and hereby are, effective and binding on all Persons who may have had standing to assert any settled, released, exculpated, or enjoined causes of action, subject to the terms of Article IX of the Plan, and no other Person or entity shall possess such standing to assert such causes of action after the Effective Date.

9. Distributions. Subject to the terms of the Plan, on and after the Effective Date, the Distributions on account of Allowed Claims and the resolution and treatment of Disputed Claims 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 Liquidating Trustee, and the Liquidating Trustee shall be authorized to effectuate such Distributions, resolution, and treatment, of Claims as allowed under the Plan.

10. Executory Contracts. Notwithstanding anything in the Plan to the contrary, unless otherwise, (i) previously assumed and assigned or assumed, assigned and sold; or (ii) for which a motion for approval of the assumption of an Executory Contract or Unexpired Leas has been Filed and served prior to, and remains pending on the Effective Date, all Executory Contracts or Unexpired Leases shall be rejected as of the Effective Date, other than all insurance policies, which pursuant to Section 7.02 of the Plan, shall be deemed to be Executory Contracts and shall be deemed assumed by the Debtors and/or Liquidating Trust on the Effective Date, as set forth therein.

11. Bar Date for Rejection Claims. Unless otherwise provided by a Final Order of the Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts pursuant to the Plan or this Confirmation Order, if any, must be Filed with the Court by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, or (b) 5:00 pm. (prevailing Eastern time) on the date that is 30 days following service of an order approving rejection of any Executory Contract or unexpired lease of one or more the Debtors. Any such rejection Claim will be forever barred and will not be enforceable against the Debtors, the Estates, the Liquidating Trustee, the Liquidating Trust, or their property, as applicable, unless a Proof of Claim is Filed or unless otherwise expressly allowed by the Court.

12. Causes of Action. All Retained Causes of Action shall be transferred to the Liquidating Trust, as set forth in the Plan.

13. Exemption from Certain Taxes. The issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer the Plan or this Confirmation Order, may not be taxed under any law imposing a stamp tax or similar tax.

14. Effect of Confirmation Order. Notice of entry of this Confirmation Order (a) shall have the effect of an order of the Court, (b) shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers, and (c) shall be a recordable instrument notwithstanding any contrary provision of applicable nonbankruptcy law. This Court retains jurisdiction to enforce the foregoing direction by contempt proceedings or otherwise.

15. Transfers by Debtors. All transfers of property of the Debtors' Estates shall be free and clear of all Liens, charges, Claims, encumbrances, and other interests, except as expressly provided in the Plan or this Confirmation Order.

16. Extinguishment of Claims and Interests. Except as provided in the Plan, upon the Effective Date, all notes, instruments, certificates, warrants and other documents evidencing Claims and Interests in the Debtors shall be canceled and deemed terminated.

17. Vesting of Property and No Successor Liability. Pursuant to section 1141 of the Bankruptcy Code and Section 6.01(c) of the Plan, except as otherwise provided in the Plan, on the Effective Date, all property of the Debtors' Estates that constitute Liquidation Trust Assets, shall vest in the Liquidating Trust, free and clear of all Claims, liens, charges, other encumbrances, Interests or other interests. On and after the Effective Date, the Liquidating Trustee, may collect, market for sale, liquidate, compromise or dispose of Liquidating Trust Assets without Bankruptcy Court approval, subject to the terms of the Plan, the Confirmation Order, and the Liquidating Trust Agreement.

18. Dissolution or Termination of the Debtors; Resignation of Employees, Officers and Directors. On the Effective Date, the Debtors' remaining members, directors, managers and officers and any remaining employees shall be deemed to have resigned and the Liquidating Trustee shall be appointed as the sole officer, director, and/or manager, as applicable, of the Debtors, without the need for any corporate action to effect such resignation or appointment. After the Effective Date, the Liquidating Trustee is authorized to dissolve or terminate the existence of the Debtors for all purposes under any applicable state or federal law, without the need to take any further action or file any plan of dissolution, notice or application with the Secretary of State of the State of Delaware or any other state or government authority, and without the need to pay any franchise or similar taxes in order to effectuate such dissolution.

19. Administrative Claim Bar Date Provisions. Unless timely filed or as otherwise governed by an order of the Court or pursuant to the Plan, to requests for payment of

Administrative Claims must be filed with the Court by the Administrative Claim Bar Date, which shall be the first Business Day that is thirty (30) days after the Effective Date. 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 Claim Bar Date shall be forever barred from asserting such Administrative Claims against one or more of the Debtors, their Estates, the Liquidating Trust, or their respective property. Objections to allowance and/or payment of Administrative Claims must be asserted by the Claims Objection Deadline.

20. Dissolution of the Committee. The Committee shall be automatically dissolved on the Effective Date and, on the Effective Date, each member of the Committee and each Professional retained by the Committee shall be released and discharged from all rights, duties, responsibilities and obligations arising from, or related to, the Debtors, their membership on the Committee, the Plan, or the Chapter 11 Cases, except with respect to any matters concerning any Professional Fee Claim held or asserted by any Professional retained by the Committee.

21. Professional Compensation. Each Professional shall file an application for allowance of final compensation and reimbursement of expenses in the Chapter 11 Cases, for the period through the Effective Date, no later than forty-five (45) days after the Effective Date. Objections to applications of professionals for compensation or reimbursement of expenses must be filed and served on the Debtors, the Liquidating Trustee, the U.S. Trustee, and the professionals to whose application the objections are addressed no later than twenty-one (21) days after the Professional Fee Bar Date, or the Court may enter an order authorizing the fees without a hearing. Any professional fees and reimbursements or expenses incurred by the Liquidating Trustee subsequent to the Effective Date may be paid without application to the Court.

22. No Amendment of Prior Orders or Settlement. Nothing in the Plan or Confirmation Order shall alter, limit, or otherwise modify the Global Settlement Agreement, or Sale Order, each of which are incorporated herein by reference.

23. Approval of Liquidating Trust. The establishment of the Liquidating Trust in accordance with the terms of the Plan and the Liquidating Trust Agreement is hereby authorized and approved in accordance with their respective terms.

24. Appointment of Liquidating Trustee. Consistent with the terms of the Liquidating Trust Agreement attached to the Plan Supplement, SC&H Group Inc. is hereby appointed to serve as the Liquidating Trustee on the terms set forth in this Confirmation Order, the Plan, and the Liquidating Trust Agreement, effective as of the Effective Date.

25. The Authorization, Duties, and Powers of Liquidating Trustee. The Liquidating Trustee is hereby authorized to take any and all actions necessary or appropriate in furtherance of, and to implement, effectuate and consummate the Plan, this Confirmation Order, and the Implementation Activities contemplated thereby and hereby, including, without limitation, all of the procedures and undertakings specified in Article VI of the Plan.

26. Directive in Furtherance of Plan. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents, releases, mortgages and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order.

27. Binding Effect of Prior Orders and Agreements. To the maximum extent permitted 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 Cases, all documents and

agreements executed by one or more of the Debtors, and all motions or requests for relief by the Debtors shall be binding upon and shall inure to the benefit of the Debtors, the Estates, and the Liquidating Trust.

28. Debtor Releases, Exculpation and Injunction. The releases, exculpation and injunction in Sections 9.02, 9.03 and 9.04 of the Plan, respectively, are approved however the Released Parties and Indemnified Parties shall not include Paul Sloyan, Arran Stewart, Ralph Henderson, Graeme Bell, Curt Smith, Thomas Harvey, James Bradley, Carry Levine, Mir Ali, Erin Wilson, and Michael Boes. Further, and solely for purposes of clarification: Mark Guest shall be an Indemnified Party but he shall not be a Released Party for actions or inactions arising prior to the Petition Date, but he shall be a Released Party for actions taken after the Petition Date.

29. Effect of Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this 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 the Debtors' or the Liquidating Trustee's receipt of written notice of such order. Notwithstanding any such reversal, modification or *vacatur* of this Confirmation Order, any such act or obligation incurred or 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 and the Plan and all related documents or any amendments or modifications thereto.

30. Notice of Confirmation and Effective Date. Promptly following the occurrence of the Effective Date, pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c)(2), the Liquidating Trustee is directed to serve a notice of the entry of this Confirmation Order, the establishment hereunder of bar dates for certain Claims (including the Administrative Bar Date and the Rejection

Damages Bar Date) and the occurrence of the Effective Date, substantially in the form of **Exhibit B** attached hereto and incorporated herein by reference on all parties that were served with the Confirmation Hearing Notice.

31. Conflicts. 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 (unless otherwise expressly provided for in such agreement, instrument, or document); provided, however (a) that in the event of any inconsistency between the Plan and the Plan Supplement, the Plan Supplement shall govern; (b) in the event of any inconsistency between the Plan (including the Plan Supplement) and the terms of this Confirmation Order, the terms of this Confirmation Order shall govern and (c) if there is a conflict between this Plan and a Plan Supplement document, the Plan Supplement document, as applicable, shall govern and control. If any provision of the Plan (including a Plan Supplement) conflicts with or is in any way inconsistent with any provision of the Confirmation Order, the Confirmation Order shall govern and control. In the event of any inconsistency, nothing in the Plan is intended modify or amend the Sale Order, including the Global Settlement Agreement.

32. Defects or Omissions. After the Confirmation Date, the Debtors or the Liquidating Trustee, as applicable, may institute proceedings in the Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or this Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and non-material changes to the Plan without further order or approval of the Court.

33. Settlement with Breakout and Serengeti. The proposed settlement between (i) the Debtors, (ii) Breakout Capital, LLC and Breakout Capital Fund IV, LLC (“Breakout”), and (iii) Serengeti/Ghost Tree and their respective affiliates, both in their capacity as secured creditors and purchasers (collectively, “Serengeti/Ghost Tree”) for which the Debtors sought approval pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure [Docket No. 438], is granted as follows:

No later than January 31, 2026, Serengeti/Ghost Tree, or an affiliate of Serengeti Ghost Tree, shall pay the sum of \$100,000 (the “Settlement Payment”) to Breakout.

- Upon payment of the Settlement Payment:
 - (i) Breakout shall be entitled to any payment received – or to be received – on account of the Debtors’ prepetition accounts receivable due pursuant to the Mohawk Settlement;
 - (ii) Breakout shall be deemed to have transferred Breakout’s rights as a secured creditor with a senior security interest in any of the Debtors’ prepetition accounts receivable to Serengeti/Ghost Tree;
 - (iii) Breakout shall be deemed to have waived all of Breakout’s claims against the Debtors and their estates of whatever kind and nature and amount whatsoever;
 - (iv) Breakout shall be responsible for the payment of any and all legal fees and expenses due in connection with the Mohawk Settlement³;
 - (v) Serengeti/Ghost Tree shall be entitled to all payments due to the Debtors on account of the Debtor’s prepetition accounts receivable, including any amounts due in connection with the Eastern Star Settlement; and
 - (vi) Serengeti/Ghost Tree shall be responsible for the payment of any and all legal fees and expenses due in connection with the Eastern Star Settlement;
- None of the Debtors, Breakout, or Serengeti/Ghost Tree make, or have made, any representation with respect to the collection of, or collectability of, any accounts receivable, including the Mohawk Settlement or the Eastern Star Settlement, and, other than any claims expressly set forth herein, all claims as

³ As defined and discussed further in the *Motion of the Debtors And Debtors-In-Possession For An Order Pursuant to 11 U.S.C. §§ 105(A) And 363 And Fed. R. Bankr. P. 9019(B) Authorizing And Approving a Settlement Between the Debtors, Breakout Capital, LLC And Breakout Capital Fund IV, LLC And Serengeti/Ghost Tree* [Docket No. 438].

between the Debtors, Breakout and Serengeti/Ghost Tree based upon such collections or collectability are expressly waived; and

- Nothing herein shall affect or impair Serengeti/Ghost Tree's right to collect the Debtors' post-petition accounts receivable; and
- Nothing herein shall affect or impair any third party's rights, including without limitation, (i) any rights or defenses of any prepetition account receivable debtors or (ii) any creditor of the Debtors asserting a security interest in the Debtors' prepetition accounts receivable junior to Breakout, and Serengeti/Ghost Tree.

34. Employee Claims. Counsel for the Secretary of Labor, U.S. Department of Labor (the "Secretary") has conferred with Debtors and counsel for the Committee with respect to prepetition contributions that were allegedly collected from the Debtors' current or former employees (each an "Employee"), but never remitted to various employee benefit plans that Debtors established and maintained for their Employees and which were subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. (ERISA). Based on available records, the Secretary has asserted that there are \$166,009 in unremitted employee contributions due to Debtors' 401(k) Plan and \$208,435 in unremitted Employee contributions due to Debtors' 401(k) Health and Welfare Plan.

35. The Secretary has filed proofs of claim to recover these unremitted employee contributions on behalf of the ERISA plans as priority claims under 11 U.S.C. § 507(a)(5) (Claims 260 and 261) (collectively, the "Proofs of Claim"), and the Secretary asserts that she and the Employees are entitled to priority claims arising under 11 U.S.C. § 507(a)(5) that would be entitled to treatment as Class 1 Priority Non-Tax Claims under the Plan. The Debtors have not objected to the Proofs of Claim, but the rights of the Liquidating Trustee to object to the Proofs of Claim are expressly reserved, as well as the rights of the Debtors to object to the Proofs of Claim prior to the Effective Date.

36. Nothing herein is intended to provide or permit multiple distributions on account of claims asserted by the Employees and the Proofs of Claim filed by the Secretary, and the Secretary and the Liquidating Trustee shall cooperate with respect to distribution of any funds allocated to satisfy the Proofs of Claim, which are to be remitted directly to the affected Employees. If any Employee has filed a proof of claim that seeks recovery of some or all of the unremitted, pre-petition ERISA plan contributions identified in the Proofs of Claim, any distribution on account of that Employee's claim will be deemed to satisfy and reduce the Proofs of Claim on a dollar-for-dollar basis. The Liquidating Trustee shall provide the Secretary with a schedule of all distributions to be made on account of Employee claims, and in the event that the Liquidating Trustee (or the Debtors prior to the Effective Date) files an objection to reduce, disallow or alter the priority of any Employee claim, the Liquidating Trustee or the Debtors shall provide the Secretary with a copy of the objection(s).

37. Inapplicability of Section 4.08 of the Plan. Because multiple Classes voted in favor of the Plan, Section 4.08 of the Plan is moot and not applicable.

38. Jurisdiction. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, the Court shall retain jurisdiction over the Chapter 11 Cases to the extent legally permissible, including, without limitation, jurisdiction over the matters set forth in Article XII of the Plan; provided, however, for the avoidance of doubt, nothing in this Confirmation Order, the Plan or the Liquidating Trust Agreement shall prevent the Liquidating Trustee or the Liquidating Trust from commencing and prosecuting litigation that constitutes Liquidating Trust Assets in either the Court, an appropriate state court, or other non-bankruptcy forum, in the Liquidating Trustee's discretion. To the extent this paragraph modifies Section 12.01

of the Plan, such modification is non-material, does not require re-solicitation, and is otherwise permissible and approved consistent with Section 11.01 of the Plan.

39. Final Order. The fourteen (14) day stay of this Confirmation Order imposed by Bankruptcy Rule 3020(e) is hereby waived in accordance with Bankruptcy Rule 3020(e). This Confirmation Order is a final order, and the period in which an appeal must be filed shall commence immediately upon the entry hereof.

Dated: January 23rd, 2026
Wilmington, Delaware

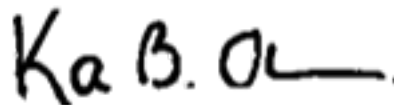

KAREN B. OWENS
CHIEF JUDGE

Exhibit A

Combined Disclosure Statement and
Plan of Liquidation Dated December 12, 2025

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

In re:

MY JOB MATCHER, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11280 (KBO)

(Jointly Administered)

**COMBINED DISCLOSURE STATEMENT AND
PLAN OF LIQUIDATION DATED DECEMBER 12, 2025**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: My Job Matcher, Inc. (9880); Job.com-HV, Inc. (DE) (5873); Job.com-HV, Inc. (FL) (5873); Job.com-Fortus, Inc. (6145); Job.com-Endevis, Inc. (1956); Job.com-QCI, Inc. (4364); Princeton One-Job.com, Inc. (4752); and Princeton Search L.L.C. (6163). For purposes of these chapter 11 cases, the Debtors' service address is 1743 Sidewinder Drive, 1st Floor, Park City, Utah 84060.

TABLE OF CONTENTS

ARTICLE I. - DEFINITION AND CONSTRUCTION OF TERMS	3
ARTICLE II. – BACKGROUND	15
2.01 General Background.	15
A. The Debtors’ Businesses as of the Petition Date	15
B. Prepetition Asset Divestitures	18
C. Capital Structure	18
2.02 The Chapter 11 Cases.	22
ARTICLE III. - CONFIRMATION PROCEDURES	30
3.01 Confirmation Hearing Procedures.	30
3.02 Procedure for Objections.	30
3.03 Requirements for Confirmation.	31
3.04 Classification of Claims and Equity Interests.	31
3.05 Impaired Claims or Equity Interests.	32
3.06 Confirmation Without Necessary Acceptances; Cramdown.	33
3.07 Feasibility.....	34
3.08 Best Interests Test and Liquidation Analysis.....	34
3.09 Acceptance of the Plan.....	35
ARTICLE IV. - CLASSIFICATION OF CLAIMS AND INTERESTS	36
AND EXPECTED RECOVERIES.....	36
4.01 Overview of Classification.	36
4.02 Identification and Treatment of Unclassified Claims.	36
4.03 Identification of and Treatment of Classes of Claims.	37
4.04 Classification of Classes, Rights to Vote, and Estimated Distributions.	38
4.05 Elimination of Vacant Classes for Voting Purposes.....	42
4.06 Controversy Concerning Classification, Impairment or Voting Rights.....	42
4.07 Insurance.	42
4.08 Voting Classes; Deemed Acceptance by Non-Voting Classes.	42
ARTICLE V. - CERTAIN RISK FACTORS TO BE.....	42
CONSIDERED PRIOR TO VOTING	42
5.01 The Plan May Not Be Accepted.	42
5.02 The Plan May Not Be Confirmed.	43

5.03	Distributions to Holders of Allowed Claims under the Plan May Be Inconsistent with Projections.	43
5.04	Objections to Classification of Claims.	43
5.05	Failure to Consummate the Plan.	44
5.06	Allowance of Claims May Substantially Dilute the Recovery to Holders of Claims under the Plan.	44
5.07	Reserved.....	44
5.08	Certain Tax Considerations.....	44
ARTICLE VI. - MEANS FOR IMPLEMENTATION OF THE PLAN		45
6.01	Liquidation of Debtors’ Assets through the Creation of the Liquidating Trust....	45
6.02	Release of Liens.....	47
6.03	Effectuating Documents; Further Transactions.	48
6.04	Records.	48
6.05	Deemed Substantive Consolidation.	48
6.06	Transfer of Privilege/No Waiver.	48
6.07	Final Decree.	48
ARTICLE VII. - EXECUTORY CONTRACTS		49
7.01	Executory Contract(s) and Unexpired Leases.....	49
7.02	Insurance Policies Are Executory Contracts.....	49
7.03	Bar Date for Rejection Damages.	50
7.04	Pre-Existing Obligations to a Debtor Under Executory Contracts and Unexpired Leases.....	50
ARTICLE VIII. - PROVISIONS GOVERNING RESOLUTION OF CLAIMS AND DISTRIBUTIONS OF PROPERTY UNDER THE PLAN.....		50
8.01	Claim Objections.	50
8.02	Distribution Provisions.	51
ARTICLE IX. - RELEASES, INJUNCTION, AND RELATED PROVISIONS		53
9.01	[Reserved].	53
9.03	Exculpation and Limitation of Liability.	53
9.04	Injunction.	54
ARTICLE X. - CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE		55
10.01	Conditions Precedent to Confirmation.....	55
10.02	Conditions Precedent to the Effective Date.	55
10.03	Waiver of Conditions.....	56
10.04	Effect of Failure of Conditions.	56

10.05	Filing of Notice of the Effective Date.....	56
ARTICLE XI. - MODIFICATION, REVOCATION OR WITHDRAWAL OF PLAN.....		56
11.01	Modification and Amendments.....	56
11.02	Effect of Confirmation on Modifications.	57
11.03	Revocation or Withdrawal of the Plan.....	57
ARTICLE XII. - JURISDICTION.....		57
12.01	Bankruptcy Court Jurisdiction.	57
12.02	Limitation on Jurisdiction.	59
ARTICLE XIII. - MISCELLANEOUS		59
13.01	Exemption from Taxes.....	59
13.02	Compliance with Tax Requirements.....	59
13.03	Defenses and Setoff.	60
13.04	Governing Law.	60
13.05	Successors and Assigns.....	61
13.06	Transfer of Claims.	61
13.07	Post-Effective Date Service List.	61
13.08	Notices.	61
13.09	Immediate Binding Effect.....	63
13.10	Severability of Plan Provisions.	63
13.11	Exhibits.	64
13.12	Votes Solicited in Good Faith.....	64
13.13	Conflicts.....	64
13.14	U.S. Trustee Fees.	64
13.15	Implementation.	64
13.16	No Admissions.....	65

DISCLAIMER

EACH HOLDER OF A CLAIM AGAINST ONE OR MORE OF THE DEBTORS ENTITLED TO VOTE TO ACCEPT OR REJECT THIS COMBINED PLAN AND DISCLOSURE STATEMENT (THE “PLAN”) SHOULD READ THE PLAN IN ITS ENTIRETY BEFORE VOTING. NO SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN MAY BE MADE EXCEPT PURSUANT TO THE TERMS HEREOF AND SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE. IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, YOU ARE RECEIVING A BALLOT WITH YOUR NOTICE OF THE PLAN. THE DEBTORS, AS THE PLAN PROPONENT, URGE YOU TO VOTE TO ACCEPT THE PLAN.

THE PLAN HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 3016 AND 3017, AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST OR INTERESTS IN THE DEBTORS SHOULD EVALUATE THE PLAN IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED. THE PLAN SHALL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST OR INTERESTS IN ONE OR MORE OF THE DEBTORS. YOU SHOULD CONSULT YOUR PERSONAL COUNSEL OR TAX ADVISOR ON ANY QUESTIONS OR CONCERNS REGARDING TAX, SECURITIES, OR OTHER LEGAL CONSEQUENCES OF THE PLAN.

THE PLAN CONTAINS SUMMARIES OF CERTAIN STATUTORY PROVISIONS, DOCUMENTS RELATED TO THE PLAN, DOCUMENTS PREVIOUSLY FILED ON THE DOCKET IN THE CHAPTER 11 CASES, ANTICIPATED EVENTS IN THE CHAPTER 11 CASES, AND FINANCIAL INFORMATION. ALTHOUGH THE PLAN PROPONENT BELIEVES THAT THE STATEMENTS AND DESCRIPTIONS CONTAINED IN THE PLAN ARE TRUE AND ACCURATE, THE DEBTORS, AS THE PLAN PROPONENT, HAVE RELIED UPON INFORMATION RECEIVED AS WELL AS PLEADINGS FILED IN THE BANKRUPTCY CASES AND OTHER PUBLICLY AVAILABLE INFORMATION. FURTHER, STATEMENTS SET FORTH IN THE PLAN, MAY BE QUALIFIED TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF THE DESCRIBED DOCUMENTS AND APPLICABLE STATUTORY PROVISIONS. THE TERMS OF THE DESCRIBED DOCUMENTS AND APPLICABLE STATUTES GOVERN IN THE EVENT OF ANY DISCREPANCY WITH THE PLAN. CREDITORS AND OTHER INTERESTED PARTIES SHOULD READ THE PLAN, THE DESCRIBED DOCUMENTS, AND THE APPLICABLE STATUTES THEMSELVES FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS.

THE FACTUAL STATEMENTS AND REPRESENTATIONS CONTAINED IN THE PLAN ARE TO THE BEST OF THE PLAN PROPONENT’S KNOWLEDGE, ACCURATE AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED, AND

THE PLAN PROPONENT DISCLAIMS ANY OBLIGATION TO UPDATE ANY SUCH STATEMENTS AFTER THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN AND SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

THE FINANCIAL INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT NECESSARILY BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

ALL FORWARD-LOOKING STATEMENTS CONTAINED HEREIN OR OTHERWISE MADE BY THE PLAN PROPONENT INVOLVES MATERIAL RISKS AND UNCERTAINTIES AND ARE SUBJECT TO CHANGE BASED ON NUMEROUS FACTORS, INCLUDING FACTORS THAT ARE BEYOND THE PLAN PROPONENT'S CONTROL. ACCORDINGLY, THE DEBTORS' FUTURE PERFORMANCE AND FINANCIAL RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED IN ANY SUCH FORWARD-LOOKING STATEMENTS. SUCH FACTORS INCLUDE BUT ARE NOT LIMITED TO THOSE DESCRIBED IN THE PLAN. THE PLAN PROPONENT DOES NOT INTEND TO UPDATE OR REVISE THE FORWARD-LOOKING STATEMENTS EVEN IF EXPERIENCE OR FUTURE CHANGES MAKE IT CLEAR THAT ANY PROJECTED RESULTS EXPRESSED OR IMPLIED HEREIN WILL NOT BE REALIZED.

ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THIS PLAN ARE BASED UPON THE ANALYSES PERFORMED BY THE PLAN PROPONENT AND ITS ADVISORS. ALTHOUGH THE PLAN PROPONENT AND ITS ADVISORS HAVE MADE EVERY EFFORT TO VERIFY THE ACCURACY OF THE INFORMATION PRESENTED HEREIN, THE PLAN PROPONENT AND ITS ADVISORS CANNOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THIS INFORMATION.

IN CONNECTION WITH THE PLAN PROPONENT'S SOLICITATION OF ACCEPTANCES OF THE PLAN PURSUANT TO SECTION 1126(b) OF THE BANKRUPTCY CODE, THE PLAN PROPONENT IS FURNISHING A SOLICITATION PACKAGE, CONSISTING OF THE PLAN, THE EXHIBITS HERETO, CONFIRMATION NOTICE, AND A BALLOT TO EACH RECORD HOLDER OF CLAIMS ELIGIBLE TO VOTE OR ITS COUNSEL. THE PLAN IS TO BE USED BY EACH SUCH ELIGIBLE HOLDER SOLELY IN CONNECTION WITH ITS EVALUATION OF THE PLAN; USE OF THE PLAN FOR ANY OTHER PURPOSE IS NOT AUTHORIZED. UNLESS EXPRESSLY PROVIDED, NOTHING STATED IN THE PLAN SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY. THE PLAN MAY NOT BE REPRODUCED OR PROVIDED TO ANYONE OTHER THAN ADVISORS TO THE

RECIPIENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE PLAN PROPONENT.

INTRODUCTION

The above-captioned debtors (the “Debtors,” or the “Plan Proponent”), hereby propose this Plan pursuant to sections 1125 and 1129 of the Bankruptcy Code.

This Plan contemplates the establishment of a trust by and through a Liquidating Trustee who will liquidate the Remaining Assets for Distribution to holders of Allowed General Unsecured Claims. This Plan contains, among other things, a discussion of (i) the Debtors’ history and businesses, (ii) the events leading to these Chapter 11 Cases, (iii) the Chapter 11 Cases, (iv) risk factors, (v) a summary and analysis of this Plan, and (vi) certain other related matters.

ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS ARE ENCOURAGED TO READ THE PLAN IN ITS ENTIRETY, AND TO CONSULT WITH AN ATTORNEY, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019, AND THE PLAN, THE PLAN PROPONENT RESERVES THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN, OR ANY PART THEREOF, PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

ARTICLE I. - DEFINITION AND CONSTRUCTION OF TERMS

For purposes of the Plan, except as expressly provided or unless the context otherwise requires, (i) any capitalized term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable, (ii) whenever the context requires, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neutral, (iii) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (iv) any reference in the Plan to an existing document or exhibit means such document or exhibit as it may be amended, modified, or supplemented from time to time, (v) unless otherwise specified, all references in the Plan to sections, articles, schedules, and exhibits are references to sections, articles, schedules, and exhibits of or to the Plan, (vi) the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan in its entirety rather than to any particular paragraph, subparagraph, or clause contained in the Plan, (vii) captions and headings to articles and sections are inserted for convenience of reference only and shall not limit or otherwise affect the provisions hereof or the interpretation of the Plan, and (viii) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

As used in the Plan, the following terms have the following meanings:

1.1. “**503(b)(9) Claims**” means Claims arising under section 503(b)(9) of the Bankruptcy Code against one or more of the Debtors that were to be Filed against the Debtor(s) on or before the General Bar Date.

1.2. “**Administrative Expense**” means any right to payment constituting a cost or expense of administration of the Chapter 11 Cases against one or more of the Debtors under section 503(b) and 507(a)(2) of the Bankruptcy Code, including any actual and necessary costs and expenses of preserving the Debtors’ Estates, any actual and necessary costs and expenses of operating the Debtors’ businesses, any indebtedness or obligations incurred by the Debtors after the Petition Date in connection with the ordinary conduct of its business, all compensation and reimbursement of expenses awarded or otherwise approved for payment by Final Order of the Bankruptcy Court under section 330, 503(b) or 1129(a)(4) of the Bankruptcy Code, any fees or charges assessed against the Debtors’ Estates under section 1930 of chapter 123 of title 28 of the United States Code, all wages, salaries and health and other benefits on account of services rendered after the Petition Date, all post-Petition Date filed and Allowed taxes, and all other claims entitled to administrative expense status pursuant to a Final Order of the Bankruptcy Court, in each case relating to the period from the Petition Date to the Effective Date but not beyond.

1.3. “**Allowed**” means all or a portion of a Claim against one or more of the Debtors (a) that has been listed by the Debtors in the Schedules as liquidated in an amount other than zero and not “disputed” or “contingent,” and with respect to which no contrary Claim has been Filed, (b) as to which no Objection or request for estimation has been Filed on or before the Claims Objection Deadline or the expiration of such other applicable period fixed by the Bankruptcy Court, (c) as to which any Objection has been settled, waived, withdrawn or denied by a Final Order, or (d) that is allowed (i) by a Final Order, (ii) by an agreement between the Holder of such Claim of one or more of the Debtors prior to the Effective Date, or the Liquidating Trustee on behalf of the Debtors’ Estates after the Effective Date or (iii) pursuant to the terms of this Plan. For purposes of computing Distributions under this Plan, a Claim that has been deemed “Allowed” shall not include interest, costs, fees or charges on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code or as otherwise expressly set forth in this Plan.

1.4. “**Assets**” means all tangible and intangible assets of every kind and nature of the Debtors and their Estates within the meaning of section 541 of the Bankruptcy Code, Cash, Causes of Action (including potential claims against the Debtors’ current and former officers, managers, and directors), rights, interests and property, real and personal, tangible and intangible including all remaining files, books, and records of either of the Estates.

1.5. “**Avoidance Actions**” means any and all avoidance, recovery, subordination, or other Claims and Causes of Actions that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under Chapter 5 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

1.6. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., and as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Cases.

1.7. **“Bankruptcy Court”** means the United States Bankruptcy Court for the District of Delaware.

1.8. **“Bankruptcy Rules”** means, when referenced generally, (i) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code, (ii) the applicable Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of title 28 of the United States Code, (iii) the applicable Local Rules of Bankruptcy Practice and Procedures for the United States Bankruptcy Court for the District of Delaware, and (iv) any standing orders governing practice and procedure issues by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Cases or proceedings therein, as the case may be; provided, however, when a specific Bankruptcy Rule is referenced (*e.g.*, Bankruptcy Rule 9019), such reference shall be to such Rule under the Federal Rules of Bankruptcy Procedure.

1.9. **“Bar Date”** means, with respect to any particular Claim, the specific date set by the Bankruptcy Court as the last day for Filing proofs of Claim against one or more of the Debtors in the Chapter 11 Cases for that specific Claim as set forth in the Bar Date Order.

1.10. **“Bar Date Order”** means the Order (i) Establishing Deadlines for Filing Proofs of Claim (Including Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and (ii) Approving the Form, Timing, and Manner of Notice Thereof entered by the Bankruptcy Court on September 25, 2025 [Docket No. 246].

1.11. **“Breakout”** means Breakout Capital, LLC.

1.12. **“Budget”** means the budget attached as an Annex 3 to the Final DIP Order [Docket No. 112].

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

1.14. **“Cash”** or **“\$”** means legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents.

1.15. **“Causes of Action”** means all claims, counterclaims, crossclaims, actions, controversies, obligations, suits, judgments, damages, demands, debts, rights, preference actions, fraudulent conveyance actions and other claims or causes of action under Chapter 5 of the Bankruptcy Code and other similar state law claims and causes of action, liens, indemnities, guaranties, suits, liabilities, judgments, accounts, defenses, offsets, powers, or privileges, licenses and franchises of any kind or character whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, suspected or unsuspected, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, arising in law, equity or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action also includes: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 or Chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake,

duress and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer claim.

1.16. “**Chapter 11 Cases**” means the Debtors’ Chapter 11 cases, jointly administered under Case No. 25-11280 (KBO) in the Bankruptcy Court.

1.17. “**Claim**” or “**Claims**” means a claim or claims against one or more of the Debtors, as such term is defined in section 101(5) of the Bankruptcy Code.

1.18. “**Claims Objection Deadline**” means one hundred eighty (180) days after the Effective Date, or such later date as may be ordered by the Bankruptcy Court, *provided however*, that the Liquidating Trustee may file one or more motions with the Bankruptcy Court on notice and an opportunity for a hearing to extend such deadline from time to time.

1.19. “**Class**” means each category or group of Holders of Claims or Interests that has been designated as a class in Article IV of this Plan.

1.20. “**Committee**” means the official committee of unsecured creditors as appointed by the U.S. Trustee pursuant to section 1102(a)(1) of the Bankruptcy Code and set forth in Notice of Appointment of Committee of Unsecured Creditors [Docket No. 78], as may be amended from time to time.

1.21. “**Company**” means some or all of the Debtors.

1.22. “**Confirmation**” means entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to the conditions set forth in this Plan, as may be subsequently modified or amended.

1.23. “**Confirmation Date**” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

1.24. “**Confirmation Hearing**” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1128(a) of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

1.25. “**Confirmation Order**” means the order of the Bankruptcy Court confirming this Plan pursuant to, among others, sections 1125 and 1129 of the Bankruptcy Code.

1.26. “**Consummation**” means the occurrence of the Effective Date.

1.27. “**Contingent**” means, with reference to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which, or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

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

1.29. “**Debtor Professional Escrow**” shall mean the funds allocated and segregated as set forth in the Final DIP Order for payment of Professionals’ fees and expenses.

1.30. “**Debtors**” means, collectively, My Job Matcher, Inc., Job.com-HV, Inc., Job.com-HV, Inc., Job.com-Fortus, Inc., Job.com-Endevis, Inc., Job.com-QCI, Inc., Princeton One-Job.com, Inc. and Princeton Search L.L.C.

1.31. “**DIP Agent**” Ankura Trust Company, LLC, in its capacity as administrative agent under the DIP Facility.

1.32. “**DIP Facility**” means that certain debtor-in-possession financing facility approved by the Bankruptcy Court pursuant to the Final DIP Order.

1.33. “**DIP Lenders**” means collectively, Serengeti and Ghost Tree LLC.

1.34. “**DIP Secured Parties**” means, collectively, the DIP Agent and the DIP Lenders.

1.35. “**Disallowed**” means with respect to any Claim or portion thereof, any Claim against any of the Debtors which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by the Holder thereof in, whole or in part; (iii) is listed in the Schedules as zero or as Disputed, Contingent or Unliquidated and for which a proof of Claim has not been timely Filed or deemed timely Filed pursuant to the Bar Date Order, the Plan, the Bankruptcy Code or any Final Order or other applicable law; (iv) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed amount of any proof of Claim; (v) is unenforceable to the extent provided for in the Bankruptcy Code, including, for the avoidance of doubt, in section 502(b) of the Bankruptcy Code; and (vi) where the Holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, where a complaint for avoidance or an objection to such Claim has been Filed, unless such Person, Entity or transferee has paid the amount, or turned over any such property, for which such Person, Entity or transferee is liable under section 542, 543, 550, or 553 of the Bankruptcy Code. In each case a Disallowed Claim is Disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

1.36. “**Disallowed Claim**” means a Claim, or any portion thereof, that is Disallowed.

1.37. “**Disputed**” means any Claim which has not yet been Allowed or Disallowed in accordance with the terms of this Plan.

1.38. “**Disputed Administrative Expense, Priority Tax Claim, Priority Non-Tax Claims and Secured Claims Reserves**” means the reserves established pursuant to Section 8.02 of this Plan, which reserve shall contain amounts relating to Disputed Administrative Expenses, Disputed Priority Tax Claims, Disputed Priority Non-Tax Claims, and Disputed Secured Claims.

1.39. “**Distribution**” means any Distribution made pursuant to the Plan by the Liquidating Trustee to the Holders of Allowed Claims.

1.40. “**Distribution Record Date**” means the date established for determining the Holders of Allowed Claims entitled to Distributions pursuant to the Plan, which shall be the Confirmation Date, including, for the avoidance of doubt, for Holders of Disputed Claims that are Allowed after the Confirmation Date or the date of the Rejection Bar Date (as defined in the Bar Date Order).

1.41. “**Effective Date**” means the first Business Day after the date on which both (a) all conditions in Article X of this Plan have been satisfied or waived in accordance with that Article and (b) no stay of the Confirmation Order is in effect.

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

1.43. “**Estates**” means the estates of the Debtors created pursuant to section 541 of the Bankruptcy Code.

1.44. “**Exculpated Parties**” means in each case in its capacity as such: (i) the Debtors, (ii) the Committee, (iii) members of the Committee, solely in their capacity as such, (iv) the Debtors’ managers, members, officers and directors who served or were employed by the Debtors during the Chapter 11 Cases, (v) any professional retained by the foregoing entities, and (vi) with respect to each of the foregoing, such Entities’ successors and assigns provided, however, that with respect to any Person identified herein, such Person shall be considered an Exculpated Party solely to the extent that such Person participated in actions to which section 1125(e) of the Bankruptcy Code applies, and such Person shall be exculpated solely for actions taken during the Exculpation Period. Further, the Exculpated Parties shall not be exculpated for any action or inaction related to the commencement of the Chapter 11 Cases, including the filing of the bankruptcy petitions or any decision not to dismiss the Chapter 11 Cases.

1.45. “**Exculpation Period**” means the period between July 6, 2025, and the Effective Date.

1.46. “**Executory Contract**” means a prepetition contract or unexpired lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.47. “**File**,” “**Filed**,” or “**Filing**” means, respectively, file, filed, or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases; provided, however, that with respect to proofs of Claim only, “**Filed**” means delivered and received in the manner provided by the Bar Date Order or as otherwise established by a Final Order of the Bankruptcy Court.

1.48. “**Final Administrative Expense Bar Date**” means the date that is 30 days after the Effective Date, which shall be the deadline for Filing requests for payment of Administrative Expenses that arose from the Petition Date and before the Effective Date.

1.49. “**Final DIP Order**” means the Order dated July 29, 2025, (i) Authorizing the Debtors to Obtain Postpetition Senior Secured Superpriority Financing, (ii) Authorizing The Debtors’ Limited Use of Cash Collateral, (iii) Granting Liens and Providing Claims with

Superpriority Administrative Expenses Status, (iv) Granting Adequate Protection to the Prepetition Secured Parties, (v) Scheduling a Final Hearing, and (vi) Granting Related Relief [Docket No. 112].

1.50. **“Final Order”** means an unstayed order, ruling or judgment of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or request for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or as to which any right to appeal, petition for certiorari, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtors or the Liquidating Trustee on behalf of the Estates (on or after the Effective Date), or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be Filed with respect to such order, shall not cause such order not to be a Final Order.

1.51. **“First Day Declaration”** means the Declaration of Robert J. Corliss in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 13].

1.52. **“General Bar Date”** means October 27, 2025 at 5:00 p.m. (Prevailing Eastern Time) for certain Claims arising before the Petition Date, including 503(b)(9) Claims, Secured Claims, General Unsecured Claims, or Priority Non-Tax Claims as established by the Bar Date Order.

1.53. **“General Unsecured Claim”** means any unsecured Claim against a Debtor that arose or is deemed by the Bankruptcy Code or Bankruptcy Court to have arisen before the Petition Date and that is not: (i) an Administrative Expense Claim, including a Professional Fee Claim, (ii) a Priority Tax Claim, (iii) a Secured Claim, or (iv) a Priority Non-Tax Claim.

1.54. **“Ghost Tree”** means, collectively, GT Partners Private Credit Finance LLC and GT Monterey Cypress Finance LLC.

1.55. **“Global Settlement Agreement”** means the settlement agreement among the Debtors, the Committee and Serengeti/Ghost Tree which was approved by the Court as part of the Sale Order [Docket No. 302].

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

1.57. **“Governmental Unit Bar Date”** means January 2, 2026, at 5:00 p.m. (Prevailing Eastern Time) as established by the Bar Date Order.

1.58. **“Holder”** or **“Holders”** means the legal or beneficial holder of a Claim or Interest (and, when used in conjunction with a Class or type of Claim or Interest, means a Holder of a Claim or Interest in such Class or of such type).

1.59. **“Impaired”** means, when used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of Bankruptcy Code sections 1123(a)(4) and 1124.

1.60. **“Impaired Class”** means a Class of Claims or Interests that is Impaired.

1.61. **“Initial Distribution Fund”** means funds available on the Effective Date for payment on account of all Allowed Claims, other than the Serengeti/Ghost Tree Claim.

1.62. **“Insider”** shall have the meaning ascribed to such term in section 101(31) of the Bankruptcy Code.

1.63. **“Interests”** means the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any Person in one or more of the Debtors including all capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in one or more of the Debtors, partnership interests in the Debtors’ stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock of one or more of the Debtors or obligating one or more of the Debtors to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated “stock” or a similar security.

1.64. **“Liquidating Trust”** means the trust established under the Plan, the Confirmation Order, and the Liquidating Trust Agreement.

1.65. **“Liquidating Trustee”** means the trustee who will be governed by the Liquidating Trust Agreement, and who will be identified in the Liquidating Trust Agreement to be filed as part of the Plan Supplement.

1.66. **“Liquidating Trust Agreement”** means the trust agreement, in form and substance acceptable to Debtors, Serengeti/Ghost Tree and the Committee, that establishes the Liquidating Trust and governs the powers, duties, and responsibilities of the Liquidating Trustee. The Liquidating Trust Agreement shall be part of the Plan Supplement.

1.67. **“Liquidating Trust Assets”** means all of the Estates’ Assets transferred to the Liquidating Trust pursuant to section 6.01 hereof, including (i) the Initial Distribution Fund and (ii) Remaining Assets, including certain Causes of Action, as provided in the Global Settlement Agreement.

1.68. **“Liquidating Trust Administrative Expenses”** means the costs and expenses of the Liquidating Trust, funded from the Unsecured Claim Distribution Fund and the Initial Distribution Fund, incurred in accordance with the Plan and the Liquidating Trust Agreement to among other things, (i) reconcile General Unsecured Claims and (ii) administer distributions to Holders of Allowed Priority Claims and Holders of Trust Interests, including the actual and

reasonable fees, costs and expenses of the Liquidating Trust's retained professionals, as determined in the reasonable discretion of the Liquidating Trustee, and the Liquidating Trustee's compensation.

1.69. **"Liquidating Trust Expenses"** means the Liquidating Trust Administrative Expenses and the Liquidating Trust Recovery Expenses.

1.70. **"Liquidating Trust Recovery Expenses"** means the costs and expenses of monetizing the Liquidating Trust Assets, including the actual and reasonable fees and expenses of the Liquidating Trustee and its retained professionals incurred in connection with the Liquidating Trust's prosecuting of Causes of Action, excluding the Liquidating Trust Administrative Expenses and US Trustee Fees.

1.71. **"Local Rules"** means the Local Rules of the United States Bankruptcy Court for the District of Delaware.

1.72. **"Person"** shall have the meaning ascribed to such term in section 101(41) of the Bankruptcy Code.

1.73. **"Petition Date"** means July 6, 2025, the date on which each of the Debtors commenced the Chapter 11 Cases in the Bankruptcy Court.

1.74. **"Plan"** means this entire Combined Disclosure Statement and Plan of Liquidation, and all exhibits, schedules and related documents, whether annexed hereto or Filed in connection herewith (including, for the avoidance of doubt, the Plan Supplement), as it may be altered, amended, modified or supplemented from time to time including in accordance with any documents submitted in support hereof and the Bankruptcy Code or the Bankruptcy Rules.

1.75. **"Plan Supplement"** means the compilation of documents and forms of documents, agreements, schedules, and exhibits to this Plan, and which shall be Filed in the Chapter 11 Cases no later than January 7, 2026, in form and substance acceptable to Serengeti/Ghost Tree and the Committee. For the avoidance of doubt, the Plan Supplement may be filed in one or more filings on a single date or on multiple dates.

1.76. **"Prepetition Agent"** means Ankura Trust Company, LLC, in its capacity as administrative agent under the Prepetition Credit Agreement.

1.77. **"Prepetition Credit Agreement"** means that certain Credit and Security Agreement (the "Prepetition Credit Agreement", and collectively with all other agreements, instruments and documents executed or delivered in connection therewith, the **"Prepetition Credit Agreement Documents"**), dated November 4, 2022, by and among, inter alia, (a) Debtor Job.com, as borrower, (b) the other Debtors as guarantors, (c) Ankura Trust Company, LLC, as administrative agent, and (d) Serengeti Multi-Series Master LLC-Series ARR, GT Partners Private Credit Finance LLC and GT Monterey Cypress Finance LLC.

1.78. **"Prepetition Credit Agreement Documents"** means, collectively, all agreements, instruments and documents executed or delivered in connection with the Prepetition Credit Agreement.

1.79. “**Prepetition Secured Lenders**” means Serengeti/Ghost Tree in their capacity as lenders under the Prepetition Credit Agreement.

1.80. “**Prepetition Secured Parties**” means, collectively, the Prepetition Administrative Agent and the Prepetition Secured Lenders.

1.81. “**Priority Non-Tax Claim**” means any and all Claims accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Expense.

1.82. “**Priority Tax Claim**” means a Claim or a portion of a Claim for which priority is accorded under section 507(a)(8) of the Bankruptcy Code.

1.83. “**Pro Rata**” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that respective Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan, as applicable.

1.84. “**Professional**” means any professional employed in the Chapter 11 Cases pursuant to Bankruptcy Code sections 327, 328, 363 or 1103 pursuant to a Final Order of the Bankruptcy Court.

1.85. “**Professional Fee Bar Date**” means the deadline for Filing all applications for Professional Fee Claims, which shall be forty-five (45) days after the Effective Date.

1.86. “**Professional Fee Claim**” means an Administrative Expense of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred after the Petition Date and on or before the Effective Date.

1.87. “**Professional Fee Reserve**” means the balance of funds remaining for payment of Professionals’ fees and expenses arising prior to the Effective Date for which there is money specifically allocated and segregated from the Budget which remains unused as of the Effective Date, plus the \$380,000 allocated for payment of Professional’s fees by paragraph I.3 of the Sale Order.

1.88. “**Purchaser**” means Job.com Acquisition Co., LLC.

1.89. “**Released Party**” shall mean each of the following in their respective capacity as such: (i) the Debtors, their officers, directors, managers, and members, each only to the extent of their status as of the Petition Date, and Professionals (ii) the Committee, its Professionals and its members (only in their capacity as such), (iii) the DIP Lenders and their officers, directors, managers, and members and professionals (only in their capacity as such); and (iv) the DIP Agent and Prepetition Agent and their professionals.

1.90. “**Remaining Assets**” means all assets, properties and interests of the Debtors and their bankruptcy estates, including any and all claims and causes of action whether arising pre-

petition or post-petition that were not sold under the Sale Order or otherwise disposed of or abandoned prior to the Effective Date of the Plan.

1.91. “**Representative(s)**” means with respect to an Entity, all of that Entity’s current and former affiliates, subsidiaries, officers, directors, managers, managing members, principals, members, partners, employees, agents, advisors, attorneys, professionals, accountants, investment bankers, consultants, other representatives and such Entity’s respective heirs, executors, estate, servants and nominees, in each case in their capacity as such.

1.92. “**Reserves**” means the reserves established pursuant to Section 8.02 of this Plan, which reserves shall contain amounts relating to Disputed Administrative Expenses, Disputed Priority Tax Claims, Disputed Priority Non-Tax Claims, Disputed Secured Claims, Disputed General Unsecured Claims, the Liquidating Trust Expenses, and any other reserves established by the Liquidating Trustee.

1.93. “**Sales**” means the sale of the Debtors’ assets consummated approved by the Sale Order.

1.94. “**Sale Order**” means the Order of the Bankruptcy Court dated October 6, 2025 approving the sale of the Debtors’ assets [Docket No. 302].

1.95. “**Schedules**” means the schedules of Assets and Liabilities and Statements of Financial Affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, which were filed for each of the Debtors on September 17, 2025 [Docket Nos. 202-217], as the same may have been amended, modified or supplemented from time to time.

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

1.97. “**Serengeti**” means Serengeti Multi-Series Master LLC-Series ARR.

1.98. “**Serengeti/Ghost Tree**” means collectively, Serengeti and Ghost Tree.

1.99. “**Serengeti/Ghost Tree Allowed Claim**” means the claims of Serengeti/Ghost Tree, as expressly set forth in the Global Settlement Agreement.

1.100. “**Serengeti/Ghost Tree Collateral**” means all assets, properties, and interests of the Debtors whether arising pre or post-petition, including but not limited to (i) the “Collateral” as defined in the Prepetition Credit Agreement, (ii) the Sold Assets; (iii) all assets, properties and interests of the Debtors and their bankruptcy estates after the Sale, including any and all claims

and causes of action whether arising prepetition or postpetition (i.e., the Remaining Assets), (iv) any remaining proceeds of the Sales.

1.101. “**Serengeti/Ghost Tree Liens**” means the valid, perfected, enforceable and non-avoidable security interest and prepetition liens and postpetition Adequate Protection Liens (as defined in the Global Settlement Agreement) on the Serengeti/Ghost Tree Collateral securing the Serengeti/Ghost Tree Allowed Claim, which are not subject to recharacterization, vacatur, defenses, reclassification, subordination, reconsideration, disallowance or any other objection or challenge.

1.102. “**Serengeti/Ghost Tree Prepetition Claim**” means the principal amount of \$40,833.011.30 plus accrued and unpaid interest, fees, and expenses (including professional and legal fees and expenses and charges) and other fees, expenses and charges.

1.103. “**Solicitation Procedures Order**” means the Bankruptcy Court’s Order approving the Plan Proponent’s Motion (i) Approving the Adequacy of Disclosures in the Plan of Liquidation, (ii) Scheduling the Confirmation Hearing and Deadline for Filing Objections, (iii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, and Approving the Form of Ballot and Solicitation Package, and (iv) Approving the Notice Provisions entered on December 12, 2025 [Docket No. 411].

1.104. “**Stalking Horse APA**” means the stalking horse asset purchase agreement by Job.com Acquisition Co., LLC, an entity formed by the Prepetition Secured Lenders and DIP Lenders.

1.105. “**Subordinated Claim**” means any Claim that is subordinated to General Unsecured Claims pursuant to section 510 of the Bankruptcy Code or Final Order of the Bankruptcy Court.

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

1.107. “**Trust Interests**” means the interests in the Liquidating Trust pursuant to the Plan.

1.108. “**Unclaimed Distributions**” means any undeliverable or unclaimed Distributions.

1.109. “**Unexpired Lease**” means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.110. “**Unimpaired**” means, when used in reference to a Claim or Interest, any Claim or Interest a Class of Claims or Interest that is not impaired within the meaning of section 1123(a) or 1124 of the Bankruptcy Code.

1.111. “**Unliquidated**” means, with reference to a Claim, a Claim for which an amount certain has not been fixed, either by agreement of the parties or an Order of a court.

1.112. “**Unsecured Claim Distribution Fund**,” means Cash held by the Liquidating Trust that is available for payment of all Allowed Unsecured Claims. The Unsecured Claim Distribution Fund shall not include the Initial Distribution Fund.

1.113. “**U.S. Trustee**” means the Office of the United States Trustee for the District of Delaware.

1.114. “**U.S. Trustee Fees**” means fees payable pursuant to 28 U.S.C. § 1930.

1.115. “**Voting Agent**” means Stretto Inc.

1.116. “**Voting Deadline**” means **January 14, 2026, at 4:00 p.m. (Prevailing Eastern Time)**, the date and time by which ballots to accept or reject the Plan must be received by the Voting Agent in order to be counted, as set forth by the Solicitation Procedures Order.

ARTICLE II.– BACKGROUND

2.01 General Background.

A. The Debtors’ Businesses as of the Petition Date

Debtor Job.com was incorporated in 2015 as a subsidiary of non-debtor MJM Tech Ltd. (“**MJM Tech**”), a company based in the United Kingdom and co-founded by Paul Sloyan and Arran Stewart. Until May 7, 2025, Messrs. Sloyan and Stewart comprised the board of directors of Debtor Job.com and acted as Debtor Job.com’s Chief Executive Officer and Chief Visionary Officer, respectively, and Messrs. Sloyan and Stewart were also officers and/or directors of the other Debtors until on or about May 7, 2025. Upon information and belief, Messrs. Sloyan and Stewart are currently serving as officers and directors of MJM Tech.

Job.com originally offered a job-matching system that intelligently matched jobs to candidates using their uploaded resumes. Job.com expanded its operations beginning in 2020 through the acquisition of various job search and staffing companies, including HireVergence in 2020, Fortus, Endevis and QCI in 2021, and Princeton Search in 2022.

As of the Petition Date, the Debtors collectively owned and developed state-of-the-art recruitment technology through its cutting-edge, AI-driven recruitment platform that redefines efficiency in recruiting, hiring, and placement.² The Job.com platform operated by the Debtors offered a complete one-stop shop for staffing and integrates advanced automation across the hiring lifecycle, from candidate attraction and matching to virtual interviewing and placement. One of the central products offered by the Debtors through Job.com was the autonomous interviews and

² The Debtors acknowledge that at least one party has asserted that MJM Tech owned certain of the Debtors’ intellectual property. The Debtors disagree, and as more fully set forth herein, after consideration of evidence submitted and to the Bankruptcy Court and consideration of objections filed with the Bankruptcy Court, following an evidentiary hearing, all of the Debtors’ intellectual property was sold to the Purchaser by Order of the Bankruptcy Court dated October 6, 2025.

qualification engine. This revolutionary solution allows clients to simultaneously interview thousands of candidates through virtual, AI conducted interviews and provides hiring managers with immediate, AI-analyzed candidate summaries. Other products include interview guides, project management solutions, job boards, and reporting and analytics suites.

Recognizing the significant inefficiencies in the global staffing industry, the Company embarked on a strategy to revolutionize traditional staffing methods through technological solutions, such as artificial intelligence (“AI”). The Company began its technology development in or about 2021 or earlier. Around this time, the Company recognized the existence of a significant opportunity in the technological automation of human resources (known as, “HR Tech”). The Company then embarked on the digitization of the staffing process through platforming a true business-to-consumer experience for the method of recruitment and staffing, while applying the latest AI and machine learning (“ML”) strategies. The Company focused its technology development on methods and apparatus for (a) how AI in recruitment matches candidates, (b) validation and storage of resume records, (c) applicant tracking flow, and (d) video resume and video application processes. The strategy was to create a digital world-class fully digitized online marketplace for both job seekers and employers to shop for and fulfill their human resources needs at optimal levels.

Starting in September 2021, Debtor My Job Matcher, Inc. (“Job.com”) applied for and/or was granted dozens of patents relating to its development of this suite of technology assets. These patents and/or applications relate to a variety of the Company’s developed and in development technology and software assets such as:

- Applicant tracking (September 2021)
- Applicant classification (January 2022)
- Methods for generating video avatar (January 2022)
- Job candidate tracking (February 2022)
- Job candidate classification (February 2022)
- Classifying and neutralizing bias in job applications (January 2022)
- Systems and methods for predictive scoring (February 2022)
- Methods for employment application assessment (March 2022)
- Methods for rating the quality of a posting (November 2022)
- Inserting text into a video resume (December 2022)
- Parsing solicitation video content (January 2023)
- Parsing and comparing video resume duplications (February 2023)

Collectively, the Company’s patents (granted and pending) involve AI-enabled extraction of content and data from candidate video interviews which is then analyzed through software that provides prospective employers with job-matching analytics to match job seekers with their job openings with superior results to traditional hiring models.

Currently, Debtor Job.com has approximately 39 patents registered in its name, and approximately 42 patent application pending, all of which were filed between September 2021 and August 2023. The records of the Company also indicate that the Debtors own 257 trade secrets and could have as many as 9 trademark applications pending.³ Debtor job.com also owns over 200 domain names.

As part of its technology expansion, on January 25, 2023, Debtor Job.com hired a new Chief Technology Officer to, among other things, “define and execute the technology strategy to transform and grow Job.com’s business,” “foster[] innovation” and “[f]urther Job.com’s global technology road map.” In August of 2023, Debtor Job.com announced that all of its service applications—traditional staffing and technology—were united under the ownership of Job.com. In a press release, Debtor Job.com promoted its vast technology suite:

Job.com’s proprietary tech applies Artificial Intelligence and Machine Learning processes to attract talented people to the right jobs and removes inefficient tasks from the hiring process. By removing unnecessary steps and wait time, layering in automation, and applying AI, candidates can connect with recruiters and hiring managers faster for more high-value interactions. Each acquisition provides an opportunity for the AI to continue learning from new data and subsequently delivers a more effective and efficient hiring process for recruiters and job seekers alike.

* * *

With its new focused, united structure, Job.com will reach more clients and candidates, and further revolutionize the recruitment industry through its proprietary technology, intelligent AI and data-driven solutions. The integration marks a significant leap forward for the company and showcases Job.com's unwavering commitment to excellence in talent acquisition and industry innovation.

To compliment and continue to build and develop its technology platform, in September 2023, non-Debtor affiliate Job.com-Team.ai Inc. (a Delaware corporation) acquired the stock of an unrelated, third-party technology developer, Team.AI Corp. (“TeamAI”) (a Delaware corporation) (the “TeamAI Transaction”). As part of the TeamAI Transaction, Debtor Princeton Search, LLC and Debtor Job.com executed agreements to employ or independently contracted with the former leadership team (the “Job.com Tech Team”) at Team.AI Corp and Debtor Job.com separately retained the former TeamAI software development team.

Following the TeamAI Transaction, the Job.com Tech Team further developed the technology that Team.AI Corp. had developed — a video-based hiring operating system (the “TeamAI OS”)—and to use the TeamAI OS to compliment the extensive existing and in development technology of Job.com that would, among other things, capitalize on Job.com’s extensive Patent Portfolio. Upon information and belief, following the closing of the TeamAI Transaction, non-Debtor affiliate Job.com-Team.ai Inc. transferred ownership and control of the TeamAI OS to Debtor Job.com and certain of the other Debtors, which included depositing and storing all of the source code, improvements and all components thereof into a GitHub exclusively owned and controlled by Debtor Job.com. And all of the future cash consideration due to TeamAI

and its affiliates relative to the TeamAI Transaction, such as cash payments and earn-outs, were booked as liabilities on the balance sheet of Debtor Job.com.

Following the TeamAI Transaction, Team.AI Corp. announced that it was acquired by Job.com, which is a trademark of Debtor Job.com.

From and after the closing of the TeamAI Transaction, the Debtors continued to develop their technology platform extensively under the oversight of the Job.com Tech Team at the exclusive cost of the Debtors. Using the Debtors' proprietary and patented technology, the Debtors created a one-of-a-kind technological solution for the staffing industry.

Prior to the Petition Date, the Company also provided traditional staffing services, operating three staffing businesses: HireVergence, Fortus, and Endevis. Through HireVergence, which was acquired by the Company in 2020, the Debtors offered information technology and cyber security staffing services. HireVergence provided cybersecurity and IT professionals with contract, contract-to hire, and direct hire positions at various different companies nationwide. Fortus, which was acquired by the Company in 2021, provided healthcare staffing services across the United States, with established relationships with key hospitals, long-term care facilities, and other healthcare providers. Fortus specialized in the direct and travel placement of healthcare professionals with an emphasis on nursing. Finally, Endevis was the Debtors' general staffing business unit, which provided temporary staffing services to clients in a variety of industries, with an established presence in the industrials and materials sector.

As of the Petition Date, the Debtors had approximately 21 full- and part-time employees and/or independent contractors that support the business in further developing its technology suite, managing and operating its traditional staffing and recruiting business and operating the "back office." In addition, as of the Petition Date, the Debtors had approximately 60 employees employed by the Debtors on a seasonal or temporary basis.

B. Prepetition Asset Divestitures

The Debtors previously operated QCI, which provided per diem healthcare workers, and PrincetonOne, a talent solutions provider with an emphasis on recruitment process outsourcing and permanent recruitment services. However, the Debtors sold the assets of PrincetonOne in June of 2024 to Hueman People Solutions. In addition, for the reasons discussed below, the Debtors were forced to close QCI in February of 2025. As a result, Princeton One Job.com, Inc., Princeton Search L.L.C., and Job.com-QCI, Inc. are no longer operating entities.

C. Capital Structure

The Debtors' prepetition capital structure is generally described as follows:

i. Prepetition Credit Agreement. On November 4, 2022, the Debtors entered into the Prepetition Credit Agreement with the Prepetition Secured Parties, pursuant to which the Prepetition Credit Agreement Lenders provided senior secured term loans to the Borrower, guaranteed by (the "Prepetition Credit Agreement Loans").

As of the Petition Date, the Debtors were indebted and liable to the Prepetition Secured Parties, in an aggregate principal amount of not less than \$42,244,997.06, plus any other accrued

and accruing unpaid interest, fees and expenses owing thereunder (collectively, the “Prepetition Secured Obligations”). Pursuant to the Prepetition Credit Agreement Documents, the Prepetition Secured Obligations were secured by legal, valid, binding, perfected, enforceable and nonavoidable first priority security interests in and liens upon (the “Prepetition Liens”) the Collateral (as defined in the Prepetition Credit Agreement and referred to herein as the “Prepetition Collateral”). As discussed below, as part of the transaction, non-debtor MJM Tech granted the Prepetition Secured Parties a stock pledge of its entire equity interest in Debtor Job.com (the “Stock Pledge”).

ii. The Breakout Factoring Agreement. Certain of the Debtors are party to a Factoring and Security Agreement with Breakout, dated July 2, 2021 (as amended from time to time, the “Breakout Factoring Agreement”) pursuant to which the Debtors had the option, but not requirement, to sell to Breakout certain of their accounts receivables from time-to-time. Under the factoring arrangement, the Debtors advised Breakout from time-to-time when they have accounts receivable they wish to sell to Breakout and Breakout could, in turn, elect which of the accounts receivable it wishes to purchase. Breakout would then pay the Debtors between 80% and 95% (depending on the source of the accounts receivable) of the face value of the accounts receivable it purchases and charges the Debtors various fees and expenses on top of the incremental percentage of accounts receivable it collects. In certain instances, the Debtors are obligated under the Breakout Factoring Agreement to repurchase the accounts receivable that Breakout purchased, such as accounts where payment has been disputed by the account debtor or the receivable exceeds a stated duration without collection.

In order to harmonize the Breakout Factoring Agreement with the Prepetition Credit Agreement Loans and to allow the ongoing and future sale of the accounts receivable to Breakout, Breakout, on the one hand, and the Prepetition Administrative Agent, on the other, are party to that certain Subordination Agreement, dated November 4, 2022 (as amended from time to time, the “Subordination Agreement”). While the Breakout Factoring Agreement contemplated the optional sale of accounts receivable, the Subordination Agreement purports to establish lien priority among Breakout and the Prepetition Administrative Agent should the Breakout Factoring Agreement be determined to be a loan. Breakout was additionally granted certain access and control rights over certain of the Debtors’ bank accounts that, as of the Petition Date, the Debtors do not use. As of the Petition Date, the Debtors ceased their option to sell any accounts receivable to Breakout.

iii. Venture Debt Loans. Certain of the Debtors are party to the: (a) Business Loan and Security Agreement dated July 26, 2024 with Venture Debt, LLC (“Venture Debt”) and (b) Business Loan and Security Agreement dated July 30, 2024 with Venture Debt (together, the “Venture Debt Loans”). Non-debtor MJM Tech and certain of its non-Debtor affiliates are also borrowers and/or guarantors of the Venture Debt Loans. The Venture Debt Loans provided short-term financing to the Debtors in the original principal amount of \$2,324,040. As of the Petition Date, the Debtors owed Venture Debt approximately \$1,500,000 on account of the Venture Debt Loans.

iv. Merchant Cash Advances. Prior to the Petition Date, the Debtors entered into certain merchant cash advance agreements (collectively, the “MCA Agreements”) with Gold Capital USA, Cedar Advance LLC, and Capital Assist, LLC (collectively, the “MCAs”). Pursuant

to the MCA Agreements, the MCAs advanced certain amounts in exchange for a promise to repay a greater amount as and when the Debtors collected certain future receipts. The various MCA Agreements are styled as a sale of future receipts, but the Debtors believe that they are loans. As of the Petition Date, approximately \$608,000 remains outstanding under the MCA Agreements.

v. SOJA Notes. Debtors Job.com and PrincetonOne are parties to note purchase agreements with SOJA Ventures LLC and certain of its affiliates (“SOJA”) dated as of February 15, 2022 and March 7, 2024 (the “SOJA Notes”). Non-debtor MJM Tech is a co-borrower on certain of the SOJA Notes. As of the Petition Date, the total amount of principal and interest owed by the Debtors on account of the SOJA Notes was approximately \$2,459,000. According to available records, as of the Petition Date, the SOJA Notes were unsecured since the collateral rights purportedly granted thereunder are contingent upon not violating the Prepetition Credit Agreement Documents and the SOJA Notes would do so. Therefore, if the SOJA Notes were valid obligations of the Debtors (which they may not be), they were unsecured.

vi. Trade and Other Unsecured Debt. As of the Petition Date, the Debtors’ books and records list approximately \$20 million in outstanding trade and other unsecured liabilities.

D. Causes of the Bankruptcy Filing

The Debtors’ financial difficulties stemmed, in part, from overexpansion into the job search and staffing industry. As discussed above, between 2020 and 2022, the Debtors acquired five recruitment and staffing businesses. The Debtors expended significant resources acquiring these entities, and, once acquired, failed to control the costs of these business lines.

In addition, while the Debtors saw growth in revenue as the result of the high demand for healthcare staffing during the COVID-19 pandemic, the staffing and recruitment industry as a whole saw major realignment during 2023. With this in mind, the Debtors decided to pause their acquisition strategy, focusing instead on the development of their technology portfolio, aligning their current staffing companies into one brand, Job.com, and reducing operating expenses. In an effort to generate cash, the Debtors divested their recruitment process outsourcing business, albeit at a loss. However, with this divestiture came a drop in revenue. While the Debtors had revenue exceeding approximately \$100 million in the year ending December 2022, revenue for the year ending December 2024 was approximately \$33 million and they projected 2025 fiscal year revenue of \$15 million.³ The Debtors’ first quarter 2025 gross revenue was approximately \$3.5 million. Ultimately, the Company’s efforts during this time focused heavily on the development of technology, and less on its traditional recruiting and staffing business.

To compound matters further, it appears that the Debtors’ operations and management suffered from disorganized and, at times chaotic, stewardship under their former management. For example, it appears payroll and payroll tax withholdings were not properly done, the Company entered into numerous transactions where it purported to sell or pledge the sale collateral multiple times, and the Company’s records appear to be significantly de-centralized and disorganized. It

³ The projections for 2025 were subsequently reduced to approximately \$10 million.

appears that prior management's approach to running the Company had a deleterious impact on the Company, its operations, its internal culture, and viability.

Beginning in 2023, the Debtors were unable to make various payments of principal and interest under the Prepetition Credit Agreement due to constrained liquidity, resulting in the Prepetition Secured Parties declaring events of default under the Prepetition Credit Agreement. In November 2023, the Debtors and the Prepetition Secured Parties entered into a forbearance agreement pursuant to which the Prepetition Secured Lenders agreed to forbear from exercising their rights and remedies with respect to these events of default until January 31, 2024.

Nevertheless, the Debtors continued to face financial and operational pressures, resulting in the loss of key vendors. With the loss of several important vendors, the Company's job search and staffing businesses suffered greatly, and essential employees began to quit. In February of 2025, the Debtors were forced to shutter their per diem healthcare staffing business, QCI, when all of QCI's employees quit due to the Company's failure to timely pay wages. The Debtors also became unable to make payments to the MCAs, resulting in one MCA, Gold Capital USA, garnishing certain of the Debtors' bank accounts. Two of the Debtors' bank accounts were also garnished as the result of a judgment against the Company obtained by Commercial Investigations LLC in the amount of \$104,415.31.

In February of 2025, the Debtors retained CorlissMoore to assist in assessing its business operations and collaborate on financial and operational alternatives, among other things. One thing was readily apparent shortly after CorlissMoore became involved: the situation was serious. The CorlissMoore team worked with then-management to try to stabilize the business, fend off creditors (several of which had already commenced litigation or obtained garnishments), comfort employees, organize the Company's finances and bring order to chaos. Further, since its retention, the CorlissMoore team worked to understand the full extent of the potential mismanagement that occurred under the former executives of the Company. CorlissMoore worked with the Company's advisors and the Independent Director to correct the ship, and this bankruptcy filing was intended to enable the Company's advisors to further and finally understand the extent of the pre-petition operations of the Company and the extent of prior managements missteps.

Due to this worsening situation and the existence of one or more Events of Default under the Prepetition Credit Agreement, on May 7, 2025, the Prepetition Agent exercised its rights under the Stock Pledge to: (a) remove all then-existing members of the Debtors' board of directors with immediate effect, (b) appoint David Mack of Drivetrain, LLC, a seasoned professional independent fiduciary with over twenty years of experience in bankruptcy, restructuring, and complex litigation, as the sole independent director of each of the Debtors' boards (the "Independent Director"), and (c) install Robert Corliss, Sr. as the Chief Executive Officer of Job.com in place of the former Chief Executive Officer. Thereafter, the Debtors appointed Benjamin Gross and Robert Corliss, Jr. (both of CorlissMoore) as the Debtors' Chief Administrative Officer and Chief Operating Officer, respectively.

Since May 7, 2025, Messrs. Mack, Gross and Corliss took a number of steps to remedy the prior mismanagement of the Company and stabilize the Company's operations. Critically, they engaged in negotiations with the Prepetition Secured Lenders regarding funding to address the

Company's immediate liquidity constraints. As a result of these negotiations, since April 25, 2025, the Prepetition Secured Lenders provided approximately \$3,865,148 in bridge financing (the "Prepetition Bridge Loans"), which was crucial to ensure the continued operation of the Debtors' business. In addition, the Company worked feverously to stabilize relationships with key vendors and employees, which had been severely damaged as a result of prior mismanagement. The Company secured the Company's operating cash by opening a new bank account, ensured current employee wages were funded in full (including proper federal tax withholdings), met with various key creditor constituents, rolled out a communications package to try to repair damage to corporate culture, and scheduled and participated in bi-weekly board of director meetings.

The Independent Director, with the assistance of the Company's management and advisors, considered several potential restructuring alternatives before ultimately concluding that commencing the Chapter 11 Cases and a court-approved sale process (the "Sale Process") was the only viable path to preserving and maximizing the value of the Debtors' assets. In furtherance thereof, the Debtors selected Configure Partners, LLC ("Configure") an experienced investment banking firm, to assist with the Sale Process. Leading up to the Petition Date, the Debtors also engaged in discussions with the Prepetition Secured Lenders regarding the Sale Process and the commencement of these Chapter 11 Cases, which culminated in the proposed Stalking Horse APA by Job.com Acquisition Co., LLC ("Jobs Acquisition"), an entity formed by the Prepetition Lenders and DIP Lenders for the purpose of acquiring certain assets of the Debtors..

2.02 The Chapter 11 Cases.

On July 6, 2025, the Debtors each filed Chapter 11 bankruptcy petitions in the United States Bankruptcy Court for the District of Delaware. On July 23, 2025, the U.S. Trustee appointed AHS Staffing, LLC and Core Cloud LLC to serve on the Committee. The Committee engaged Greenberg Traurig LLP as its counsel.

A. The Debtors' First Day Pleadings

On the Petition Date, the Debtors filed a number of motions and applications (collectively, the "First Day Motions"). Among other things, the Debtors sought separate motions seeking the following relief: (i) for joint administration [Docket No. 2]; (ii) for authorizing to redact personally identifiable information for certain individual creditors and parties in interest (iii) for authority to (a) continue to use prepetition bank accounts and business forms, (b) temporarily suspend the requirements of section 345(b) on an interim basis, (c) upon entry of a final order, use of the Debtors' garnished funds [Docket No. 5]; (iv) for authority (a) to pay certain prepetition taxes and fees and (b) for banks to honor and process check and electronic transfer requests related thereto [Docket No. 6]; (v) for authority to pay certain critical trade vendor claims [Docket No. 7]; (vi) confirming, restating, and enforcing the worldwide automatic stay, anti-discrimination provisions, and ipso facto protections of the Bankruptcy Code [Docket No. 8], (vii) compelling persons having possession, custody, and/or control of the Debtors' records to turn over records [Docket No. 9]; (viii) for authority (a) to pay prepetition obligations incurred in the ordinary course of business in connection with insurance programs, including payment of policy premiums and broker fees, and (b) to continue the Debtors' insurance premium financing programs; (c) for banks to honor and process check and electronic transfer requests related thereto [Docket No. 10]; and (ix) authorizing (a) the Debtors to pay and honor certain prepetition wages, benefits, and other compensation obligations; prepetition employee business expenses; workers' compensation obligations; and (b)

banks to honor and process checks and transfers related thereto [Docket No. 11]. Each of the First Day Motions has been granted on a final basis [Docket Nos. 30, 31, 37, 94, 95, 96, 97, 98, 99].

B. Schedules and Statements of Financial Affairs and Bar Dates

On September 17, 2025, the Debtors filed their respective Schedules and Statements of Financial Affairs [Docket Nos. 202-217]. The Schedules summarize the Debtors' understanding of assets and liabilities.

On September 11, 2025, the Debtors filed a motion to set deadlines for filing proofs of claim [Docket No. 192] (the "Bar Date Motion"). On September 25, 2025, the Bankruptcy Court entered the Bar Date Order [Docket No. 246] which set the Bar Date and the Governmental Unit Bar Date. The Bar Date Order did not set a deadline for filing a request for allowance of postpetition administrative expenses, other than prepetition administrative expenses arising under Section 503(b)(9) of the Bankruptcy Code.

As of the Bar Date, parties filed a total of 226 proofs of claim. This includes duplicate proofs of claim, and without including claims that were not scheduled as contingent, disputed or unliquidated, and without any analysis as to the validity of the claims, the filed proofs of claim totaled in excess of \$68,391,000. Those proofs of claim included approximately \$14,189,000 of alleged secured claims and approximately \$4,371,600 of priority claims arising under section 507 of the Bankruptcy Code.⁴ With respect to the filed proofs of claim, some of those Claims may have been satisfied in part or in whole, and again, the raw amounts do not account for any analysis as to the duplication of the proofs of claims, the validity of the underlying claims, or any scheduled claims. The Debtors anticipate that the estates' liability to governmental entities on account of Tax Claims may be significantly lower than the amounts asserted in the proofs of claim, many of which, are estimated, because the Debtors had significant net operating losses prior to the Petition Date. Nothing in this Plan shall affect or impair any Governmental Entity from seeking payment on account of its Claim(s) from any third party who may have liability, including failure to withhold taxes..

With respect to general unsecured claims, and not including claims which may be denied for substantive or nonsubstantive basis, in whole or in part, and not including any claims asserted in their entirety, the Debtors originally listed claims aggregating approximately \$18,471,459.79 of general unsecured claims, some of which are listed as either contingent, disputed or unliquidated. As of the Bar Date, the Debtors received proofs of claim aggregating approximately \$49,831,319.46, some of which are duplicative of the scheduled claims. All of the claims are subject to review and objection on any substantive or non-substantive basis.

With respect to priority claims arising under Section 507 of the Bankruptcy Code, as noted above, there are approximately \$4,371,600 of asserted priority claims, of which approximately \$3,250,000 appear to be claims of taxing entities,⁵ all of which are subject to objection for

⁴ With respect to the proofs of claims (or scheduled claims) asserting a Secured Claim, the Debtors believe that many of those allegedly Secured Claims are unsecured deficient claims because the property that was subject to the security interests was sold free and clear of all claims, liens and encumbrances. The likely exception is the claim of Breakout, who has a security interest in prepetition accounts receivable which are still being collected.

⁵ The Debtors have not reviewed any of the underlying proofs of claim, including proofs of claim of the tax entities. All amounts contained herein with respect to proofs of claims and scheduled claims are summaries and parties should rely upon the underlying documents. Copies of all claims filed in the Chapter 11 Cases and all Schedules and

substantive and nonsubstantive bases, such as duplication. Of the remaining approximately \$1,120,000 of asserted Non-Tax Priority Claims, a number of claims appear to which are either duplicative or exceeding – and in some cases significantly exceeding – the statutory cap under section 507(a)(4) of the Bankruptcy Code. The Debtors believe that, based solely upon filed proofs of claim (i.e., not including claims listed in the Debtors’ Schedules), there may be less than \$310,000 of priority non-tax priority claims.⁶

C. Motion for Debtor-in-Possession Financing

On the Petition Date, the Debtors filed a motion for entry of interim and final orders: (i) Authorizing the Debtors to Obtain Postpetition Senior Secured Superpriority Financing, (ii) Authorizing the Debtors’ Limited Use of Cash Collateral, (iii) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (iv) Granting Adequate Protection to the Prepetition Secured Parties, (v) Scheduling a Final Hearing, and (vi) Granting Related Relief [Docket No. 12] (the “DIP Financing Motion”). By and through the DIP Financing Motion, the Debtors sought authorization, first on an interim, and then a final basis, to obtain senior secured postpetition financing (the “DIP Financing”) and use Cash Collateral on an interim and final basis pursuant to the terms and conditions of that certain DIP Note, by and among the Debtors (each a “Borrower” and, collectively, the “Borrowers”), Serengeti and Ghost Tree LLC (collectively, the “DIP Lenders”), and Ankura Trust Company, LLC (the “DIP Agent” and, together with the DIP Lenders, the “DIP Secured Parties”) which provides for a senior secured superpriority priming debtor-in-possession delayed draw term facility in an aggregate principal amount up to \$9,900,000 million (the “DIP Facility,” and loans made pursuant to the DIP Facility, the “DIP Loans,” and the commitments to make DIP Loans thereunder, the “DIP Commitments”). After a hearing, the Bankruptcy Court entered an interim approving the DIP Financing Motion (the “Interim DIP Order”) [Docket No. 43], which, among other things, authorized the Debtors use of cash collateral and to borrow up to \$2,000,000 on an interim basis in accordance with the DIP Budget annexed to the Interim DIP Order as Annex 3. As more fully detailed in the Interim DIP Order the Bankruptcy Court also authorized the Debtors to grant security interests, liens, and superpriority claims to the DIP Agent, on behalf of itself and the other DIP Secured Parties, on the DIP Collateral (as defined in the Interim DIP Order) to secure all obligations of the Debtors under and with respect to the DIP Facility (collectively, the “DIP Obligations”).

Subsequent to the entry of the Interim DIP Order and prior to the final hearing approving the DIP Financing Motion, the Debtors received the following four (4) formal or informal objections: (i) Omnibus Objection of Venture Debt, LLC and SOJA Ventures, LLC to Debtors’ (I) Motion for Entry of a Final Order Approving Debtor-in-Possession Financing and (II) Motion for Entry of an Order Approving Bidding Procedures and Stalking Horse Agreement [Docket No. 67]; and (ii) Objection to Debtor In Possession Financing, filed by Lily Grace Investments Pty Ltd.

Statements of Financial Affairs are available at no charge on the Debtors’ claims agent’s website: <https://cases.stretto.com/myjobmatcher/claims>.

⁶ In addition to the proofs of claim asserting Non-Tax Priority Claims, The Debtors’ Schedules include as much as \$646,603.64 of Non-Tax Priority Claims. Additionally, many of those Non-Tax Priority Claims are listed as either contingent, disputed, and/or unliquidated. Further, many of those scheduled claims are duplicative of filed proofs of claim. The Debtors generally anticipate that, after to review and reconciliation, and subject to objection after notice and an opportunity for hearing, there may be as much as \$950,000 of Non-Tax Priority Claims.

[Docket No. 74 as amended by Docket No. 79], (iii) informal comments from the Committee, and (iv) informal comments from Breakout. Prior to the hearing seeking approval of the DIP Facility on a final basis, the Debtors resolved each of the filed objections and included additional modifications at the request of Breakout and the Committee. On July 29, 2025, after a hearing, the Bankruptcy Court entered an order approving the Final DIP Order. Among other things, the Final DIP Order: (I) approved a “roll up” on a dollar-for-dollar basis of \$3,685,148.79 that was borrowed and incurred by the Debtors, and was due and owing, as a result of the bridge financing from and after April 25, 2025 under the Prepetition Credit Agreement; (II) increased the size of the DIP Commitment to \$10,000,000; and (III) made certain modifications to the DIP Note at the request of the Committee.

D. Retention of Configure Partners LLC

On August 5, 2025, the Debtors made an application to retain Configure Partners, LLC and Configure Partners Securities, LLC (collectively, “Configure”) as their investment banker [Docket No. 127] (the “Configure Application”). The Debtors selected Configure because it has extensive expertise providing investment banking services to financially distressed companies and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. Its professionals have served as financial advisors or investment bankers in numerous Chapter 11 cases.

First by a letter filed on the Bankruptcy Court’s Docket on July 22, 2025 [Docket No. 76] and then formally on August 22, 2025, a purported creditor, Michael Maurizio, filed an objection *pro se* to the Configure Application [Docket No. 151] (the “Maurizio Objection”). After a hearing on September 12, 2025, the Bankruptcy Court entered an order overruling the Maurizio Objection and approving and authorizing the Debtors’ retention of Configure as their investment banker [Docket No. 199].

E. Sale of the Debtors’ Assets Free and Clear of Claims, Liens and Encumbrances and Global Settlement Agreement

1. Sale Motion and Marketing Process

On July 8, 2025, the Debtors filed a Motion for Entry of (A) an Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief; and (B) an Order (I) Approving Asset Purchase Agreement, (II) Authorizing the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances, and (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [Docket No. 24] (the “Bid Procedures Motion”). Among other things, the Bid Procedures Motion, sought approval of certain procedures designed to maximize the value of the Debtors’ assets, which included authority to enter into that the Stalking Horse APA with Jobs Acquisition, through a credit bid of \$35,000,000.00, free and clear of claims, liens, and encumbrances (the “Stalking Horse Bid”).

Subsequent to the entry of the Bidding Procedures Motion and prior to the hearing thereon, the Debtors received the following two (2) objections: (i) Omnibus Objection of Venture Debt, LLC and SOJA Ventures, LLC to Debtors' (I) Motion for Entry of a Final Order Approving Debtor-in-Possession Financing and (II) Motion for Entry of an Order Approving Bidding Procedures and Stalking Horse Agreement [Docket No. 67]; and (ii) Objection to Bid Procedures, filed by Lily Grace Investments Pty Ltd. [Docket No. 75 as amended by Docket No. 80].

On July 28, 2025, the Bankruptcy Court entered an Order overruling any objection and approving the Bidding Procedures Motion [Docket No. 110] (as subsequently amended, the "Bidding Procedures Order"), pursuant to which the Court, among other things, set a bid deadline of September 17, 2025 (the "Bid Deadline"), set a deadline to object to the sale of September 19, 2025; for an auction (if necessary) of September 23, 2025; and scheduled a sale hearing for September 29, 2025.

As more fully set forth in the Declaration of Matthew Guill in support of the proposed sale [Docket No. 257] (the "Guill Declaration"), since being retained, Configure contacted 255 potentially interested parties (collectively, the "Potential Bidders"). Configure developed the universe of Potential Bidders to include a broad range of strategic acquirors and financial sponsors. The strategic acquirors included companies involved in the human resources and staffing business, large corporations with significant human resources needs, large technology businesses, and high growth companies seeking to disrupt the staffing industry which Configure believed may find value in the Debtors' intellectual property (either to further develop or seek returns through infringement actions). Configure added to the universe of Potential Bidders financial sponsors with a mandate to invest in special situations and turnarounds, those with a demonstrated interest in human resources, staffing, and/or business to business services and software, and a unique subset of sponsors with a mandate to invest in intellectual property. Further, consistent with industry practice and standards, Configure prepared and shared with those Potential Bidders (i) a non-confidential "teaser" that summarizes the Debtors' business, assets, and financial affairs, and (ii) a form of non-disclosure agreement. The teaser was prepared, not with the goal of providing a comprehensive view of the Debtors' business affairs and prospects, but rather to bolster the Potential Bidders' interest in the Debtors' assets and to incentivize Potential Bidders to execute a non-disclosure agreement so that they could learn more and access more detailed information.

Further as set forth in the Guill Declaration, the non-disclosure agreement provided to Potential Bidders was subject to some limited negotiation, but in general, even after negotiation, the form remained largely unchanged, as necessary to protect the confidential information to be provided. Upon execution of a nondisclosure agreement in a form acceptable to the Debtors, Potential Bidders were granted access to the Debtors' data room, where more detailed information about the Debtors' business operations and certain other due diligence materials were made available on a confidential basis. Among those diligence materials included a confidential information memorandum (a "CIM") that provided a comprehensive description of the Debtors' business strategy, an overview of the Debtors' intellectual property and patent portfolio, a roadmap for future growth opportunities, a summary of the Debtors' competitive marketplace, and a view of the Debtors' historical financial performance. Additionally, the data room contained materials with greater details to supplement Potential Bidders' understanding of the Debtors' business and assets, as highlighted by the CIM. Ultimately, from the universe of 255 Potential Bidders, 20 executed a form of non-disclosure agreement.

As set forth in the Guill Declaration, Configure could see when parties accessed the Debtors' data room. Based upon its review, Configure was aware that, of the 20 Potential Bidders that executed a non-disclosure agreement, only 13 accessed the Debtors' data room. In addition to the Debtors' data room, which provided the 20 Potential Bidders that executed a non-disclosure agreement access to confidential records, the Debtors also arranged for a product demonstration of the Debtors' proprietary recruitment technology and cutting-edge, AI driven recruitment platform that redefines efficiency in recruiting, hiring, and placement through various products, including but not limited to its autonomous interviews and qualification engine, as more thoroughly outlined in the First Day Declaration. Ultimately, only 3 Potential Bidders availed themselves of the opportunity to review the Debtors' product demonstration.

Prior to the Bid Deadline, the Debtors didn't receive any bids for their assets, other than the Stalking Horse Bid. As a result, on September 18, 2025, the Debtors filed a notice of cancellation of the auction [Docket No. 222].

2. Global Settlement Agreement

Between the Final DIP Order and the hearing to approve the Sale, the Debtors, the Committee, and the DIP Secured Parties conducted extensive good faith settlement negotiations to resolve the Committee's objection to the Sale Motion [Docket No. 233], as well as other case issues which would provide funds for unsecured creditors as well as finalize any releases for the DIP Secured Parties. The settlement discussions between the Debtors, the Committee, and the DIP Secured Parties, were protracted and often contentious, and after considering alternative transactions and paths, the Committee, the Debtors and Serengeti/Ghost Tree and the Agent, reached a Global Settlement Agreement, the most significant terms of which are as follows:⁷

- a. Upon the Funding Date (defined below), the Debtors' estates shall release the DIP Secured Parties (in their capacities as pre-petition lenders, DIP lenders and asset purchasers), their predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, including the managed accounts or funds of subsidiaries and affiliates, current or former officers, directors, managers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons' or entities' respective heirs, dependents, executors, estates, nominees and legal representatives of every kind (the "DIP Secured Parties Released Parties"), from any and all claims, causes of action, challenges to their liens, or demands solely with respect to the Prepetition Credit Agreement, the DIP Financing, and the DIP Secured Parties credit bid for the Debtors' assets and raise no objection to the DIP Secured Parties' right to credit bid or to any plan or order seeking approval of the sale of assets to the DIP Secured Parties. This release shall be binding upon any Liquidating Trust or any Chapter 7 Trustee.

⁷

The following is a summary and parties are advised to review the Final DIP Order, which contains all of the terms of the Global Settlement Agreement.

- b. The Debtors and the Committee shall file a combined joint plan of liquidation and disclosure statement (the “Plan”), and the Debtors and the Committee shall seek to have the Plan submitted for voting by creditors and solicited by the Plan proponents and considered by the Court as soon as reasonably practicable. The terms of the Plan shall include the creation of a liquidating trust (the “Liquidating Trust”), with the liquidating trustee to be selected by the Committee and reasonably acceptable by the Debtors. The Plan shall provide for the transfer to the Liquidating Trust free and clear of any interest claim or right of the DIP Secured Parties or the DIP Secured Parties Released Parties, all of the estates’ rights in any and all remaining claims and causes of action, including, without limitation, all claims against former members of the Debtors’ boards of directors, officers and management (which specifically exclude the Debtors’ current officers and independent director, which will receive releases under the Plan subject to carve-outs for gross, negligence, fraud and willful misconduct) and claims under 547 and 548 (other than claims against the Debtors’ current officers and independent director and professionals, and the DIP Secured Parties, their agents and professionals), provided however, that the claims and causes of action disclosed by the DIP Secured Parties to the Committee on September 24, 2025 shall be the only claims and causes of action acquired by the DIP Secured Parties under the APA and thus will not be transferred to the Liquidating Trust. The DIP Secured Parties will support confirmation of the Plan and the Committee will not object to the sale under the Stalking Horse APA. This settlement shall be incorporated into the terms of any Plan and shall be supported by all Parties hereto.
- c. The DIP Secured Parties shall provide additional DIP financing to the Debtors and their estates through a budget providing up to an additional \$380,000 to finance the estates through the effective date of the Plan.
- d. On the closing (the “Closing”, and the date of such Closing, the “Closing Date”) of the sale under the Stalking Horse APA, the DIP Secured Parties shall transfer \$500,000 into escrow with Debtors’ counsel for the benefit of the unsecured creditors. The funds shall then be transferred to (i) the Liquidating Trust upon the Effective Date of the Plan or (ii) the Chapter 7 Trustee in the event these Chapter 11 Cases are converted to cases under Chapter 7 of the Bankruptcy Code. Upon the release of these funds to the Liquidating Trust or the Chapter 7 Trustee (the “Funding Date”), the DIP Secured Parties’ release shall become effective. On the Closing Date, the Debtors shall pay the reasonable documented fees and expenses of the Agent and the DIP Secured Parties’ and Agent’s professionals.
- e. On the Closing Date, the DIP Secured Parties shall provide the Debtors with all funds necessary to fund the Professional Fee Account to the extent not previously funded and all funds (to be held in escrow) necessary to meet the Debtors’ obligations through the closing date in accordance with the 13-week budget approved under the Final DIP Order, as modified hereby or as may be modified in writing by the Debtors, DIP Secured Parties, and Committee, in accordance with the total line items, subject to the variances permitted under the Final DIP Order

[Docket No 112], however, the DIP Secured Parties shall not be required to fund amounts (a) due under the budget for matters that the Debtors determine in good faith with certitude will not be spent, in whole or in part; or (b) in excess of the amount of the DIP Commitments (as defined in the Final DIP Order) plus \$380,000 (as provided herein). All amounts funded to the Debtors pursuant to this paragraph shall be deemed to be DIP Obligations (as defined in the Final DIP Order). The DIP Obligations, including for the avoidance of doubt the amounts funded pursuant to this paragraph, shall be tendered as payment for the Purchased Assets which, effective upon the Closing, shall result in a payoff and complete settlement and satisfaction of the DIP Obligations. From and after the Closing the Debtors or their successors shall, upon reasonable request, provide the DIP Secured Parties and the Committee, a reconciliation of amounts spent and confirming such amounts were spent in accordance with the 13-week budget approved under the Final DIP Order (subject to permitted variances), and all unutilized amounts shall be returned to the DIP Secured Parties at an appropriate or opportune time.

- f. After the conclusion of the sale of substantially all of the Debtors' assets, the DIP Secured Parties shall have an allowed pre-petition secured claim in the amount of \$40,833,011.30 and maintain any deficiency claim for voting purposes on the Plan, but shall waive any right to receive payment or any other recovery on account of such deficiency claim under the Plan or otherwise, including without limitation, any Lender Ligation Share, as set forth in the Final DIP Order.
- g. If within twelve (12) months after the closing of the Sale, the DIP Secured Parties sell all or substantially all of the acquired assets or the equity of the business that DIP Secured Parties the assets, and the net proceeds of such sale exceed (i) the total amount of the DIP Secured Parties' pre-petition debt plus accrued interest at the non-default rate provided under the Prepetition Credit Agreement through the closing of the chapter 11 sale of the Debtors' assets; and (ii) the total capital contributed to the acquisition vehicle, by more than 5%, then the remaining proceeds shall be immediately turned over to the Liquidating Trust for the benefit of unsecured creditors.

3. The Objections to the Sale and the Sale Hearing

Between the filing of the Sale Motion and the hearing to consider approval of the Sale, the Debtors received a number of formal and informal objections, including: (i) Letter Filed by Robert King Regarding Clarification of Ownership of Key Asset [Docket No. 147]; (ii) Letter Filed by Paul Olynyk Disputing Declaration of Corliss Regarding Ownership of Team A.I. Corp [Docket No. 161]; (iii) Letter Filed by Raffaele Cotroneo, MJM Technology Shareholder Disputing Declaration of Robert Corliss Regarding Ownership of Team.ai [Docket No. 174]; (iv) Letter Filed by Tim Graveney, MJM Technology Shareholder Disputing Declaration of Robert Corliss Regarding Ownership of Team.ai as an asset of debtor [Docket No. 185]; (v) Oracle's Limited Objection To, and Reservation of Rights Regarding Debtors' Sale Motion and Related Notice of Possible Assumption and Assignment and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of the Debtors [Docket No. 201] (vi) Limited Objection of Erin Wilson, in His Capacity as Seller Representative for Team AI Corp. to The Proposed Sale of Assets [Docket No.

220]; (vii) Limited Objection to Bid Procedures Filed by Lily Grace Investments Pty Ltd [Docket No. 223]; (viii) Objection to Sale Filed by Lily Grace Investments Pty Ltd [Filed Docket No. 224]; (ix) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by Shankar Ramalingam [Docket No. 227]; (x) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by Mohamed Pazhoor [Docket No. 229]; (xi) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by Dan Austin [Docket No. 230]; (xii) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by Vinay Kumar [Docket No. 231]; (xiii) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by William Inman IV [Docket No. 232], and (xiv) Objection of the Committee to the Debtors' Sale Motion and the Proposed Sale of Assets [Docket No. 233] (collectively, the "Sale Objections"). Some of the Sale Objections were resolved prior to the hearing, including the cure objection asserted by Oracle and the objection of Committee on the terms set forth in the Global Settlement Agreement.

On September 29, 2025, the Bankruptcy Court conducted an evidentiary hearing and oral argument to consider the Sale Motion and the Sale Objections that were not resolved. At the conclusion of the hearing, the Bankruptcy Court approved the Sale.⁸ On October 6, 2025, the Bankruptcy Court entered an order approving the Sale Order [Docket No. 302], and on October 7, 2025, the Sale closed. No appeal was filed, and the Sale Order is now final.

ARTICLE III. - CONFIRMATION PROCEDURES

3.01 Confirmation Hearing Procedures.

On November 14, 2025, the Debtors filed a motion, by and through which they sought conditional approval of the Plan for solicitation purposes only and for approval of the procedures for the solicitation of the Plan [Docket No. 361]. On December 12, 2025, the Bankruptcy Court entered the Solicitation Procedures Order [Docket No. 411]. Among other things, the Solicitation Procedures Order, approved the adequacy of disclosures in the Plan on an interim basis and set certain deadlines for the solicitation of the Plan, voting on the Plan, filing objections to the Plan and scheduling a hearing to consider approval of the Plan. The Confirmation Hearing has been scheduled for **January 22, 2026 at 1:00 p.m. (Prevailing Eastern Time)** at which the Bankruptcy Court will consider the Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Plan Proponent.

3.02 Procedure for Objections.

Any objection to final approval of the Plan, including whether it provides adequate information pursuant to section 1125 of the Bankruptcy Code and/or Confirmation of the Plan, must be made in writing and Filed with the Bankruptcy Court and served on the following parties so as to be actually received on or before **January 14, 2026 at 4:00 p.m. (Prevailing Eastern Time)** upon (a) the Debtors: Carl N. Kunz, III, Esquire, and Jeffrey R. Waxman, Esquire (E-mail:

⁸ Notwithstanding that he was on notice of the proposed sale and did not file an objection to the Sale or say anything at the hearing to consider the Sale, Earl Takefman, a putative creditor of the Debtors and MJM Tech, and/or a putative shareholder of MJM Tech, has alleged that certain of the intellectual property sold to the Purchaser were not assets of the Debtors. The Debtors disagree.

ckunz@morrisjames.com and jwaxman@morrisjames.com) (b) the Committee: Shari L. Heyen, Esquire (Email: shari.heyen@gtlaw.com), and Dennis A. Meloro, Esquire (Email: dennis.meloro@gtlaw.com); (c) the DIP Lenders: Geoffrey T. Raicht, Esquire (Email: graicht@raichtlawpc.com) and William E. Chipman, Jr., Esquire (Email: chipman@chipmanbrown.com) and (d) the U.S. Trustee: Hannah J. McCollum, Esquire (email: hannah.mccollum@usdoj.gov).

Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court at the Confirmation Hearing.

3.03 Requirements for Confirmation.

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

3.04 Classification of Claims and Equity Interests.

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

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

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been Disallowed, paid, released or otherwise settled prior to the Effective Date. The Plan Proponent believes that the Plan has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law. It is possible that a Holder of a Claim or Interest may challenge the Plan Proponent’s classification of Claims or Interests and that the

Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. If such a situation develops, the Plan Proponent intends, in accordance with the terms of the Plan, and pursuant to section 1127 of the Bankruptcy Code, to make such permissible modifications to the Plan as may be necessary to permit its Confirmation. Any such reclassification could adversely affect Holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Plan.

EXCEPT AS SET FORTH IN THE PLAN, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE PLAN BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE PLAN'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE ULTIMATE CLASS IN WHICH THE HOLDER IS DEEMED TO BE A MEMBER.

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

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

3.05 Impaired Claims or Equity Interests.

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

Under the Plan, only Holders of Claims in Classes 1, 2, 4 and 5 are Impaired and are entitled to vote on the Plan. Holders of Claims in Class 3 are Unimpaired and, therefore, not entitled to vote on the Plan and are deemed to accept the Plan.

Holders of Interests in Class 6 (Equity Interests) will not receive anything on account of their respective claims and interests and are therefore not entitled to vote on the Plan and are deemed to reject the Plan.

A ballot for acceptance or rejection of the Plan is being provided only to Holders of Claims in Class 1 (Priority Non-Tax Claims), Class 2 (Priority Tax Claims), Class 4 (Serengeti/Ghost Tree Claim) and Class 5 (General Unsecured Claims).

3.06 Confirmation Without Necessary Acceptances; Cramdown.

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims, and the plan meets the “cramdown” requirements set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a plan “does not discriminate unfairly” and (b) is “fair and equitable,” with respect to each non-accepting impaired class of claims or interests. Here, because Holders of Interests in Class 5 are deemed to reject the Plan, the Plan Proponent will seek Confirmation of the Plan from the Bankruptcy Court by satisfying the “cramdown” requirements set forth in section 1129(b) of the Bankruptcy Code. The Plan Proponent believes that such requirements are satisfied, as no Holder of a Claim or Interest junior to General Unsecured Claims, will receive or retain any property under the Plan.

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

The Bankruptcy Code provides a non-exclusive definition of the phrase “fair and equitable.” In order to determine whether a plan is “fair and equitable,” the Bankruptcy Code establishes “cram down” tests for secured creditors, unsecured creditors and equity holders, as follows:

- (a) Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim or (iii) the property securing the claim is sold free and

clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.

(b) Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the Holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

(c) Equity Interests. Either (i) each Holder of an Interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such Holder is entitled, the fixed redemption price to which such Holder is entitled or the value of the interest or (ii) the Holder of an interest that is junior to the non-accepting class will not receive or retain any property under the plan. As discussed above, the Plan Proponent believes that the Distributions provided under the Plan satisfy the absolute priority rule, where required.

3.07 Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the debtors or any successor to the debtors (unless such liquidation or reorganization is proposed in the Plan). Inasmuch as the majority of Debtors' property has been liquidated and the Plan provides for the Distribution of all of the Cash proceeds of the Debtors' property to Holders of Claims that are Allowed as of the Effective Date in accordance with the Plan, for purposes of this test, Plan Proponent has analyzed the ability of the Liquidating Trust to meet its obligations under the Plan. Based on the Plan Proponent's analysis, the Liquidating Trustee will have sufficient assets to accomplish its tasks under the Plan. Therefore, the Plan Proponent believes that the liquidation pursuant to the Plan will meet the feasibility requirements of the Bankruptcy Code.

3.08 Best Interests Test and Liquidation Analysis.

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires a court to determine that such plan is in the best interests of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under Chapter 7 of the Bankruptcy Code. To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor was liquidated under Chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its Chapter 11 cases were converted to Chapter 7 under the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distribution from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses and administrative expenses associated with a Chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation scenario results in a distribution to

holders of claims or interests in any impaired class that is greater than the distribution to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class. See Liquidation Analysis attached as **Exhibit A** to this Plan.

Because the Plan is a liquidating plan, the “liquidation value” in the hypothetical Chapter 7 liquidation analysis for purposes of the “best interests” test is substantially similar to the estimates of the results of the Chapter 11 liquidation contemplated by the Plan. However, the Plan Proponent believes that in a Chapter 7 liquidation, there would be additional costs and expenses that the Estates would incur as a result of liquidating the Estates in Chapter 7.

The costs of liquidation under Chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as the costs of counsel and other professionals retained by the trustee. The Plan Proponent believes such amount would exceed the amount of expenses that would be incurred in implementing the Plan and winding up the affairs of the Debtors. The Estates would also be obligated to pay all unpaid expenses incurred by the Debtors during the Chapter 11 Cases (such as compensation for Professionals) that are allowed in the Chapter 7 case. Conversion also would likely delay the liquidation of the assets as well as the Distributions to Holders of Claims.

Accordingly, the Plan Proponent believes that Holders of Allowed Claims would receive less than anticipated under the Plan if the Chapter 11 Cases were converted to Chapter 7, and therefore, the classification and treatment of Claims and Interests in the Plan complies with section 1129(a)(7) of the Bankruptcy Code.

3.09 Acceptance of the Plan.

The rules and procedures governing eligibility to vote on the Plan, solicitation of votes, and submission of ballots are set forth in the Solicitation Procedures Order. In order for the Plan to be accepted by an Impaired Class of Claims, a majority in number and two-thirds in dollar amount of the Claims voting in such Class must vote to accept the Plan. At least one Class entitled to vote on this plan, excluding the votes of Insiders, must actually vote to accept the Plan. **THE VOTING AGENT MUST RECEIVE BALLOTS ON OR BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 14, 2026.**

IF YOU ARE ENTITLED TO VOTE ON THE PLAN, YOU ARE URGED TO COMPLETE, DATE, SIGN AND PROMPTLY MAIL THE BALLOT YOU RECEIVE OR PROMPTLY USE THE ONLINE VOTING OPTION. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY AND TO IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE HOLDER. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT OR YOU LOST YOUR BALLOT OR IF YOU HAVE ANY QUESTIONS CONCERNING THE PLAN OR PROCEDURES FOR VOTING ON THE PLAN, CONTACT THE VOTING AGENT AT 833.820.5026 (TOLL-FREE) OR 714.442.4486 (INTERNATIONAL).

ARTICLE IV.- CLASSIFICATION OF CLAIMS AND INTERESTS
AND EXPECTED RECOVERIES

4.01 Overview of Classification.

Pursuant to section 1122 of the Bankruptcy Code, a Claim or Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent (i) the Claim or Interest qualifies within the description of that Class; and (ii) the Claim or Interest has not been paid, released, or otherwise compromised before the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expenses, including Professional Fee Claims, are not classified under the Plan and are excluded from the Classes.

4.02 Identification and Treatment of Unclassified Claims.

(a) Administrative Expenses. On the Effective Date, each Holder of an Allowed Administrative Expense shall receive in full and final satisfaction and release of and in exchange for such Allowed Administrative Expense: (a) Cash equal to the amount of such Allowed Administrative Expense; or (b) such other treatment as to which the Plan Proponent or the Liquidating Trustee, as applicable, and the Holder of such Allowed Administrative Expense shall have agreed upon in writing. Cash distributed to Holders of Allowed Administrative Expenses (other than Professional Fee Claims) shall be paid from the Initial Distribution Fund. Allowed Professional Fee Claims shall be paid from the Debtor Professional Escrow, and/or Professional Fee Reserve.

(i) Final Administrative Expense Bar Date. Holders of Administrative Expenses accruing from the Petition Date through the Effective Date, other than Professional Fee Claims, shall File with the Bankruptcy Court and serve on the Liquidating Trustee requests for payment, in writing, together with supporting documents, substantially complying with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, so as to actually be received on or before the Final Administrative Expense Bar Date. Any such Claim not Filed by the Final Administrative Expense Bar Date shall be deemed waived and the Holder of such Administrative Expense Claim shall be forever barred from receiving payment on account thereof. The notice of the Effective Date to be delivered pursuant to Bankruptcy Rules 2002(c)(3) and 2002(f) shall set forth the Final Administrative Expense Bar Date and shall constitute notice of such Bar Date. The Liquidating Trustee shall have one hundred and eighty (180) days (or such longer period authorized by an Order of the Bankruptcy Court on a motion of the Liquidating Trustee) following the Final Administrative Expense Bar Date to object to Administrative Expenses.

(ii) Bar Date for Applications for Professional Fees. All applications for allowance and payment of Professional Fee Claims shall be Filed with the Bankruptcy Court on or before the Professional Fee Bar Date. If an application for a Professional Fee Claim is not Filed by the Professional Fee Bar Date, such Professional Fee Claim shall be deemed waived and the Holder of such Professional Fee Claim shall be forever barred from receiving payment on account thereof. The notice of Effective Date to be

delivered pursuant to Bankruptcy Rules 2002(c)(3) and 2002(f) shall set forth the Professional Fee Bar Date and shall constitute notice of such Bar Date. The Professional Fee Bar Date shall be thirty (30) days after the Effective Date. All Allowed Professional Fees shall be paid from the Debtor Professional Escrow and Professional Fee Reserve.

(iii) Section 503(b)(9) Claims. For the avoidance of doubt, (i) the deadline for Filing requests for payment of 503(b)(9) Claims was the General Bar Date and (ii) the deadline for Filing requests for payment of Administrative Expenses that arose between the Petition Date and the Effective Date is the Final Administrative Expense Bar Date, which is thirty (30) days after the Effective Date.

(b) Administrative and Priority Claim Reserve. As set forth in Section 8.02 of this Plan, prior to making any Distributions, the Liquidating Trustee shall establish reserves in Cash, in an amount sufficient for the payment of all Disputed Administrative Expenses (including Liquidating Trust Expenses) as deemed necessary in the reasonable discretion of the Liquidating Trustee.

4.03 Identification of and Treatment of Classes of Claims.

(a) Treatment of Priority Non-Tax Claims (Class 1). Each Holder of an Allowed Priority Non-Tax Claim shall receive in full and final satisfaction and release and in exchange for such Allowed Class 1, the Pro Rata share of the Trust Interests, payable from after payment or reserve of all Allowed Administrative Expenses. **Class 1 Claims are therefore Impaired and entitled to vote.**

(b) Priority Tax Claims (Class 2). Subject to payment of Class 1 Priority Non-Tax Claims in accordance with the priority scheme set forth in the Bankruptcy Code, each Holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction and release and in exchange for such Allowed Class 2, the Pro Rata share of the Trust Interests, payable from after payment or reserve of all Allowed Administrative Expenses and Allowed Priority Non-Tax Claims, and all Allowed Priority Tax Claims shall be paid in full, including interest as required under the Bankruptcy Code, prior to any payment of a distribution on account of a lower priority Claim.. Nothing in the Plan shall affect or impair any Governmental Entity from seeking payment on account of its Claim(s) from any third party who may have liability. **Class 2 Claims are therefore Impaired and entitled to vote.**

(c) Treatment of Secured Claims (Class 3). Each Holder of an Allowed Secured Claim against the Debtors shall receive on the Effective Date, on account of and final satisfaction and release and in exchange for, such Allowed Secured Claim, in the sole discretion of the Liquidating Trustee (i) either (a) return of the collateral securing such Allowed Secured Claim or (b) Cash equal to the full unpaid amount of such Allowed Secured Claim, or (ii) such other treatment as the Plan Proponent or Liquidating Trustee, as applicable, and the Holder of such Allowed Secured Claim shall have agreed. If the Holder of an Allowed Secured Claim is to receive a Distribution in Cash, such Distribution shall be made from the Initial Distribution Fund or the Liquidating Trust on or as soon after the Effective Date or date such Claim becomes Allowed as is reasonably practicable. For the purpose of clarification: the Initial Distribution Fund shall not be used for

payment on account of Class 3 Secured Claims. **Class 3 Claims are therefore Unimpaired and not entitled to vote.**

(d) Treatment of Serengeti/Ghost Tree Claim (Class 4). The Holder of the Serengeti/Ghost Tree Allowed Claim, consistent with the Global Settlement Agreement, shall receive in full and final satisfaction and release and in exchange for such Allowed Class 3 Claim, its Pro Rata share of the proceeds of the Liquidating Trust Assets (other than the Initial Distribution Fund) or such other treatment as the Plan Proponent or Liquidating Trustee, as applicable, and the Holder of such Class 4 Claim shall have agreed. **The Class 4 Serengeti/Ghost Tree Deficiency Claim is Impaired and entitled to vote.**

(e) Treatment of General Unsecured Claims (Class 5). Each Holder of an Allowed General Unsecured Claim shall receive in full and final satisfaction and release and in exchange for such Allowed Class 5 Claim, the Pro Rata share of the Trust Interests, allocated based on (a) the Initial Distribution Fund after payment or reserve of all Allowed Administrative Expenses, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims in full and (b) to the extent that any portion of an Allowed General Unsecured Claim remains after such payment, the Unsecured Claim Distribution Fund. **Class 5 Claims are Impaired and entitled to vote.**

(f) Treatment of Equity Interests (Class 6). On the Effective Date, all Interests shall be deemed canceled, extinguished and of no further force or effect, and the Holders of Interests shall not be entitled to receive or retain any property on account of such Interest. **Class 6 Equity Interests are Impaired, and deemed to reject the Plan, and are therefore not entitled to vote.**

4.04 Classification of Classes, Rights to Vote, and Estimated Distributions.

The information in the table below is provided in summary form for illustrative purposes only and is subject to material change based on certain contingencies, including related to the amount of Claims that exist after the claims reconciliation process. Actual recoveries may widely vary within these ranges, and any changes to any of the assumptions underlying these amounts could result in material adjustments to the estimates provided herein and/or the actual Distributions received by Creditors. The projected recoveries are based on information available to the Plan Proponent as of the date hereof and reflect the Plan Proponent's best estimates as of the date hereof only. In addition to the cautionary notes contained elsewhere in the Plan, it is emphasized that the Plan Proponent makes no representation as to the accuracy of these recovery estimates. The Plan Proponent expressly disclaims any obligation to update any estimates or assumptions after the date hereof on any basis (including new or different information received and/or errors discovered). A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving Distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date.

All Claims and Interests, except Administrative Expenses, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expenses, including Professional Fee Claims, as described herein, have not been classified, and

the respective treatment of such unclassified Claims is set forth below. The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and Distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. Further, and solely for purposes of clarification, nothing herein is intended to alter or otherwise deviate from the priority scheme set forth in the Bankruptcy Code.

Any Claim that has already been satisfied will not receive a Distribution on account of such Claim. On the Effective Date, all Interests shall be deemed canceled, extinguished and of no further force or effect, and the Holders of Interests shall not be entitled to receive or retain any property on account of such Interest.

Class/Designation	Plan Treatment⁹	Voting Status	Estimated Claim Pool /Projected Recovery¹⁰
Class 1: Priority Non-Tax Claims	Each Holder of an Allowed Priority Non-Tax Claim shall receive in full and final satisfaction and release and in exchange for such Allowed Class 1, the Pro Rata share of the Trust Interests, payable from after payment or reserve of all Allowed Administrative Expenses.	Impaired; Entitled to vote	Approx. \$950,000 Recovery: 40%-100%
Class 2: Priority Tax Claims	Subject to payment of Class 1 Priority Non-Tax Claims in accordance with the priority scheme set forth in the Bankruptcy Code, each Holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction and release and in exchange for such Allowed Class 2, the Pro Rata share of the Trust Interests, payable from after payment or reserve of all Allowed Administrative Expenses and Allowed Priority Non-Tax Claims, and all Allowed Priority Tax Claims shall be paid in full, including interest	Impaired; Entitled to vote	Approx. \$0 - \$3,185,000. ¹¹ Recovery: 0%-100%

⁹ The following description is provided in summary form and is qualified in all respect by the treatment for such Class set forth in Section 4.03.

¹⁰ The Debtors have not yet evaluated any proofs of claims filed in the Chapter 11 Cases. The estimations herein are solely for disclosure purposes. Information related to all filed proofs of claims and all scheduled claims are available on the website of the Debtor's claims agent: <https://cases.stretto.com/myjobmatcher/claims>.

¹¹ As of the date of this Plan, the Governmental Bar Date has not yet passed.

	as required under the Bankruptcy Code, prior to any payment of a distribution on account of a lower priority Claim. Nothing herein shall affect or impair any Governmental Entity from seeking payment on account of its Claim(s) from any third party who may have liability for failure to withhold taxes as required by law.		
Class 3: Secured Claims	Each Holder of an Allowed Secured Claim against the Debtors shall receive on the Effective Date, on account of and full and final satisfaction and release and in exchange for, such Allowed Secured Claim, in the sole discretion of the Liquidating Trustee (i) either (a) return of the collateral securing such Allowed Secured Claim or (b) Cash equal to the full unpaid amount of such Allowed Secured Claim, or (ii) such other treatment as the Plan Proponent or Liquidating Trustee, as applicable, and the Holder of such Allowed Secured Claim shall have agreed. If the Holder of an Allowed Secured Claim is to receive a Distribution in Cash, such Distribution shall be made from the Initial Distribution Fund or the Liquidating Trust on or as soon after the Effective Date or date such Claim becomes Allowed as is reasonably practicable. For the purpose of clarification: the Initial Distribution Fund shall <u>not</u> be used for payment on account of Class 3 Secured Claims.	Unimpaired; Not entitled to vote (deemed to accept Plan)	Approx. \$604,000 Recovery: 100%

Class 4: Serengeti/Ghost Tree Claim	The Holder of the Serengeti/Ghost Tree Allowed Claim, consistent with the Global Settlement Agreement, shall receive in full and final satisfaction and release and in exchange for such Allowed Class 4 Claim, its Pro Rata share of the proceeds of the Liquidating Trust Assets (other than the Initial Distribution Fund) or such other treatment as the Plan Proponent or Liquidating Trustee, as applicable, and the Holder of such Class 4 Claim shall have agreed. As provided in the Sale Order, Holders of Class 4 Claims shall have an allowed prepetition secured claim in the amount of \$40,833,011.30, and maintain any deficient claim for voting purposes on the Plan, but shall waive any right to receive payment or any other recovery on account of such deficiency claim under the Plan.	Impaired; Entitled to vote	Pursuant to the Global Settlement Agreement, the Serengeti/Ghost Tree is entitled to (i) a secured claim in the amount of \$40,833,011.30 plus accrued and unpaid interest, fees and expenses however Serengeti/Ghost Tree waived any right to receive payment or any other recovery on account of its claim. Recovery: \$0
Class 5: General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall receive in full and final satisfaction and release and in exchange for such Allowed Class 5, the Pro Rata share of the Trust Interests, payable from after payment or reserve of all Allowed Administrative Expenses, Allowed Priority Claims.	Impaired; Entitled to vote	Approx. \$18,470,000–\$68,300,000. Recovery: 0%-3%
Class 6: Equity Interests	On the Effective Date, all Interests shall be deemed canceled, extinguished and of no further force or effect, and the Holders of Interests shall not be entitled to receive or retain any property on account of such Interest.	Impaired; Not entitled to vote (deemed to reject)	Recovery: 0%

4.05 Elimination of Vacant Classes for Voting Purposes.

Any Class of Claims or Interests that is not occupied as of the date of the commencement of the Confirmation Hearing shall be deemed deleted from the Plan for purposes of voting on acceptance or rejection of the Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

4.06 Controversy Concerning Classification, Impairment or Voting Rights.

In the event a controversy or dispute should arise involving issues related to the classification, impairment or voting rights of any Holder of a Claim or Interest under the Plan, whether before or after the Confirmation Date, the Bankruptcy Court may, after notice and a hearing, adjudicate such controversy. Without limiting the foregoing, the Bankruptcy Court may estimate for voting purposes (i) the amount of any contingent or unliquidated Claim the fixing or liquidation of, as the case may be, would unduly delay the administration of the Chapter 11 Cases and (ii) any right to payment arising from an equitable remedy for breach of performance.

4.07 Insurance.

Notwithstanding anything to the contrary herein, unless elected otherwise by the Liquidating Trustee, if any Allowed Claim is covered by an insurance policy, such Claim shall first be paid from proceeds of such Insurance Policy to the extent such proceeds are available, with the balance, if any, treated in accordance with the provisions of the Plan governing the Class applicable to such Claim.

4.08 Voting Classes; Deemed Acceptance by Non-Voting Classes.

If a Class contains Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class. Notwithstanding the foregoing, such provision shall apply only in the event that no other impaired class affirmatively votes to accept the Plan.

**ARTICLE V. - CERTAIN RISK FACTORS TO BE
CONSIDERED PRIOR TO VOTING**

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

5.01 The Plan May Not Be Accepted.

The Plan Proponent can make no assurances that the requisite acceptances of the Plan will be received, and the Plan Proponent may seek to solicit an alternative plan of liquidation for the

Debtors, or the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to Creditors as those proposed in the Plan.

5.02 The Plan May Not Be Confirmed.

Even if the Plan Proponent receives the requisite acceptances, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Plan. Even if the Bankruptcy Court determined that the Plan and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. Moreover, there can be no assurance that modifications to the Plan will not be required for Confirmation or that such modifications would not necessitate the resolicitation of votes. If the Plan is not confirmed, it is unclear what Holders of Claims or Interests would receive under an alternative plan or in a Chapter 7 liquidation.

5.03 Distributions to Holders of Allowed Claims under the Plan May Be Inconsistent with Projections.

The projected Distributions discussed herein are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for Distribution. There can be no assurance that the estimated Claim amounts set forth in the Plan are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors, including specifically, the amount of Allowed Claims, and the amount to be received by the Liquidating Trust on account of Causes of Action. Both the actual amount of Allowed Claims in a particular Class and the funds available for Distribution to such Class may differ from the Plan Proponent's estimates. If the total amount of Allowed Claims in a Class is higher than the Plan Proponent's estimates, or the funds available for Distribution to such Class are lower than the Plan Proponent's estimates, the percentage recovery to Holders of Allowed Claims in such Class will be less than projected.

5.04 Objections to Classification of Claims.

Section 1122 of the Bankruptcy Code requires that the Plan classify Claims and Interests. The Bankruptcy Code also provides that the Plan may place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests of such Class. The Plan Proponent believes that all Claims and Interests have been appropriately classified in the Plan. To the extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Plan Proponent may seek to (i) modify the Plan to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, may be subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, would approve the Plan as modified in such a scenario. Except to the extent that a modification to the Plan requires

resolicitation, the Plan Proponent may in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member. The Plan Proponent believes that under the Bankruptcy Rules, they would be required to resolicit votes for or against the Plan only when a modification adversely affects the treatment of the Claim or Interest of any Holder. The Bankruptcy Code also requires that the Plan provide the same treatment for each Claim or Interest of a particular Class unless the Holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Plan Proponent believes that the Plan complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Plan does not satisfy such requirement, the Bankruptcy Court could deny Confirmation of the Plan. Issues or disputes relating to classification and/or treatment could result in a delay in the Confirmation and Consummation of the Plan and could increase the risk that the Plan will not be consummated.

5.05 Failure to Consummate the Plan.

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

5.06 Allowance of Claims May Substantially Dilute the Recovery to Holders of Claims under the Plan.

There can be no assurance that the estimated Claim amounts set forth in the Plan are correct, and the actual Allowed amounts of Claims may differ from the estimates. The estimated amounts are based on certain assumptions with respect to a variety of factors, including with respect to the Disputed Administrative Expenses, Disputed Priority Tax Claims, Disputed Priority Non-Tax Claims, and Disputed Secured Claims. Should these underlying assumptions prove incorrect, the actual Allowed amounts of Claims may vary from those estimated herein, thereby materially reducing the recovery to the Holders of General Unsecured Claims under the Plan.

5.07 Reserved.

5.08 Certain Tax Considerations.

There are a number of material income tax considerations, risks and uncertainties associated with the liquidation of the Debtors' Assets described in this Plan.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. NOTHING HEREIN SHALL CONSTITUTE TAX ADVICE. IN MANY CASES, THE TAX CONSEQUENCES ARE UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT FEDERAL, STATE AND LOCAL, AND APPLICABLE FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

ARTICLE VI. - MEANS FOR IMPLEMENTATION OF THE PLAN

6.01 Liquidation of Debtors' Assets through the Creation of the Liquidating Trust.

(a) Liquidating Trust.

On the Effective Date the Debtors will be deemed to have transferred the Liquidating Trust Assets to the Liquidating Trust. The Confirmation Order shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan. Following the Effective Date, the Liquidating Trustee shall take all actions reasonably necessary, and at the appropriate time in the Liquidating Trustee's business judgment, to dissolve the Debtors under any applicable laws. For the avoidance of doubt, the Debtor Professional Escrow and Professional Fee Reserve will not be transferred to the Liquidating Trust.

(b) Appointment of Liquidating Trustee.

The Liquidating Trustee's duties shall commence as of the Effective Date. The Liquidating Trustee shall administer the Liquidating Trust and shall serve as a Representative of the Estates under section 1123(b) of the Bankruptcy Code for the purpose of enforcing or pursuing Causes of Action belonging to the Estates.

(c) Establishment of a Liquidating Trust.

Pursuant to the Confirmation Order and the Liquidating Trust Agreement, the Liquidating Trust will be established on the Effective Date. The Liquidating Trust qualifies as a "liquidating trust" as described in Treasury Regulations Section 301.7701-4(d) and Revenue Procedure 94-45, 1994-2 C.B. 684, and will be treated for federal income tax purposes as a "grantor trust" under Internal Revenue Code sections 671-677. The Liquidating Trust shall be administered in accordance with the terms of the Liquidating Trust Agreement.

Prior to the Effective Date, any and all of the Estates' Assets shall remain Assets of the Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and on the Effective Date, the Liquidating trust Assets shall be transferred to and vest in the Liquidating Trust in accordance with the Liquidating Trust Agreement, the Plan, and the Confirmation Order. For the avoidance of doubt, but subject to the foregoing proviso, the Liquidating Trustee specifically retains and reserves the right to assert, after the Effective Date, any and all of the claims, Causes of Action and related rights, whether or not asserted as of the Effective Date, and all proceeds of the foregoing, and no preclusion doctrine (including the doctrines of res judicata, collateral estoppel, judicial estoppel, equitable estoppel, issue preclusion, claim preclusion, and laches) shall apply to such claims or Causes of Action as Liquidating Trust Assets on or after the Effective Date. The failure to specifically identify in the Plan any potential or existing Causes of Action as a Liquidating Trust Asset is not intended to and shall not limit the rights of the Liquidating Trust to pursue any such Causes of Action. Moreover, no Person may rely on the absence of a specific reference in the Plan, the Confirmation Order, or the Liquidating Trust Agreement to any claim or Cause of Action against such Person as any indication that the Liquidating Trust will not pursue

any and all available transferred claims or Causes of Actions transferred to the Liquidating Trust. The objection to the Allowance of any Claims will not in any way limit the ability or the right of the Liquidating Trust to assert, commence, or prosecute any Cause of Action transferred to the Liquidating Trust.

Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, only the Liquidating Trust and the Liquidating Trustee shall have the right to pursue or not to pursue, or, subject to the terms hereof and the Liquidating Trust Agreement, compromise or settle any Liquidating Trust Assets. From and after the Effective Date, the Liquidating Trust and the Liquidating Trustee may commence, litigate, and settle any Causes of Action or claims relating to the Liquidating Trust Assets or rights to payment or claims that belong to the Debtors or the Estates as of the Effective Date or are instituted by the Liquidating Trust and Liquidating Trustee on or after the Effective Date, except as otherwise expressly provided herein or in the Sale Order, the Global Settlement Agreement, or the Liquidating Trust Agreement. The Liquidating Trust shall be entitled to enforce all defenses and counterclaims to all Claims asserted against the Debtors and their Estates, including setoff, recoupment and any rights under section 502(d) of the Bankruptcy Code, in each case other than Avoidance Actions and commercial tort claims against Go-Forward Creditors.

Other than as set forth herein, no other Entity may pursue such Liquidating Trust Assets on or after the Effective Date. The Liquidating Trustee shall be deemed hereby substituted as plaintiff, defendant, or in any other capacity for the Debtors in any Causes of Action pending before the Bankruptcy Court and the Liquidating Trustee is authorized to file any pleadings or take any actions to effectuate that substitution in any other court and in any other action that relates to a Liquidating Trust Asset. On the Effective Date, the Debtors and the Liquidating Trustee shall execute the Liquidating Trust Agreement and shall have established the Liquidating Trust pursuant hereto. In the event of any conflict between the terms of this Article VI and the terms of the Liquidating Trust Agreement, the terms of the Liquidating Trust Agreement shall control.

For the avoidance of doubt, the Debtor Professional Escrow and Professional Fee Reserve will not be transferred to the Liquidating Trust and do not constitute Liquidating Trust Assets.

(d) Vesting of Liquidating Trust Assets.

Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, on the Effective Date and periodically thereafter if additional Assets become available, the Debtors shall be deemed, subject to the Liquidating Trust Agreement, to have automatically transferred to the Liquidating Trust all of their right, title, and interest in all of the Liquidating Trust Assets, in accordance with section 1141 of the Bankruptcy Code, including the Debtors' attorney-client privilege. All such Liquidating Trust Assets shall automatically vest in the Liquidating Trust free and clear of all Claims, liens, and other interests. Thereupon, the Debtors shall have no interest in or with respect to the Liquidating Trust Assets or the Liquidating Trust. For the avoidance of doubt, the Liquidating Trust Expenses shall be paid from the Liquidating Trust Assets.

(e) Retained Causes of Action.

Subject to the Global Settlement Agreement or the Sale Order, all Causes of Action of any of the Debtors, other than those that constitute claims that were previously sold, waived,

exculpated, released, compromised or otherwise settled, shall be retained by the Estates, and transferred to, and shall vest in the Liquidating Trust (“Retained Causes of Action”).

The Liquidating Trustee shall have the right to commence, prosecute, or settle such Retained Causes of Action, subject to the terms of the Liquidating Trust Agreement, on behalf of and for the benefit of the applicable beneficiaries shall be preserved notwithstanding the occurrence of the Effective Date. The Debtors or the Liquidating Trustee, as applicable, expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity, except as otherwise expressly provided in the Plan. The Liquidating Trustee expressly reserves all Retained Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation of the Plan. **No Entity may rely on the absence of a specific reference in this Plan or the Plan Supplement to any Retained Cause of Action against it as any indication that the Debtors or the Liquidating Trustee, as applicable, will not pursue any and all available Retained Causes of Action against it.**

The Liquidating Trustee reserves and shall retain all such Retained Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Retained Causes of Action that a Debtor may hold against any Entity shall vest in the Liquidating Trust. The Liquidating Trustee shall retain and may exclusively enforce any and all such Retained Causes of Action. Subject to the terms of the Liquidating Trust Agreement, the Liquidating trustee shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such 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 Bankruptcy Court.

(f) Responsibilities of the Liquidating Trustee.

Responsibilities of the Liquidating Trustee shall be set forth in the Liquidating Trust Agreement.

6.02 Release of Liens.

Except as otherwise provided in the Plan (including in Section 4.03(c)) or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to the Plan, all liens against the property of any Estate will be fully released, and all of the right, title and interest of any holder of such liens, including any rights to any collateral thereunder, shall attach to and be enforceable solely against any net proceeds of sales of such assets. For the avoidance of doubt, all mortgages, deeds of trust, liens, pledges or other security interests against any property of the Estates shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

6.03 Effectuating Documents; Further Transactions.

On and after the Effective Date, the Liquidating Trustee 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 and the transactions contemplated thereby in the name of and on behalf of the Liquidating Trust without the need for any approvals, authorization or consents except those expressly required pursuant to the Plan.

6.04 Records.

Pursuant to the terms of the Sale Order, the Debtors' transferred certain of their books and records to the Purchaser, subject to the Debtors' rights to reasonable access to information. On the Effective Date, the Debtors' rights to access to the books and records shall be transferred to the Liquidating Trust.

6.05 Deemed Substantive Consolidation.

The Plan contemplates and is predicated upon the substantive consolidation of the Estates solely for voting, confirmation, and Distribution purposes. Accordingly, on the Effective Date, each Claim Filed or to be Filed against any Debtor shall be deemed filed only against My Job Matcher, Inc., and shall be deemed a single Claim against and a single obligation of against My Job Matcher, Inc. for Distribution purposes, which shall be paid from the Liquidating Trust, and absent an agreement prior to the Effective Date, following the Effective Date any Claim against multiple Debtors shall be disallowed as duplicative. This substantive consolidation of the Estates for Distribution purposes means that the specific Debtor against which a creditor Holds or asserts a Claim will have no effect on the Distribution (if any) provided to such creditor under the Plan.

6.06 Transfer of Privilege/No Waiver.

On the Effective Date, all of the Debtors' evidentiary privileges, including but not limited to the attorney/client privilege, shall be deemed transferred to the Liquidating Trustee and the Liquidating Trust. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief. Upon such transfer, the Debtors and the Estates shall have no other further rights or obligations with respect thereto. Nothing herein shall be deemed a waiver of the Debtors' or the Estates' rights of privilege.

6.07 Final Decree.

At any time following the Effective Date, the Liquidating Trustee shall be authorized to file a motion for entry of a final decree closing one or more of the Chapter 11 Cases.

ARTICLE VII. - EXECUTORY CONTRACTS

7.01 Executory Contract(s) and Unexpired Leases.

Except for any Executory Contracts or Unexpired Leases of the Debtors: (i) that were rejected by an Order of the Bankruptcy Court, pursuant to section 365 of the Bankruptcy Code; (ii) that were assumed and assigned or assumed, assigned and sold; (iii) as to which a motion for approval of the assumption or rejection of such Executory Contract or Unexpired Leases has been Filed and served prior to, and remains pending on the Effective Date, or (iv) any insurance policies subject to paragraph 7.02 hereof, all Executory Contracts or Unexpired Leases shall be deemed rejected as of the Effective Date.

7.02 Insurance Policies Are Executory Contracts.

This paragraph 7.02 shall only apply to such insurance policies and any agreements and instruments related thereto comprising “Excluded Assets” under the Asset Purchase Agreement. With respect to such insurance policies:

- All insurance policies that comprise Excluded Assets are treated as and deemed to be Executory Contracts under the Plan and, on the Effective Date, each of the Debtors or the Liquidating Trust, as applicable, shall be deemed to have assumed all insurance policies;
- The automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in Article IX of the Plan, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (i) claimants with valid workers’ compensation claims or direct action claims against an insurer under applicable non-bankruptcy law to proceed with their claims; and (ii) the insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business (A) workers’ compensation claims, and (B) claims where a claimant asserts a direct claim against any insurer under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article IX of the Plan to proceed with its claim;
- On and after the Effective Date, the Liquidating Trust shall become and remain liable for all obligations under the insurance policies regardless of whether such obligations arose before or after the Effective Date, and without the need or requirement for insurers to file or serve any request, application, claim, proof or motion for payment or allowance of any Administrative Claim; and
- Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the assumption of each of the insurance policies by the Debtors or the Liquidating Trust, as applicable. In addition, on and after the Effective Date, the Liquidating Trust shall not terminate or otherwise reduce, the coverage under any of the directors and officers insurance policies with respect to conduct occurring prior thereto.

7.03 Bar Date for Rejection Damages.

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or otherwise gives rise to a Claim by the other party or parties thereto, such Claim shall be forever barred and shall not be enforceable against the Debtors, their Estates, or the Liquidating Trust, unless a proof of Claim is Filed no later than 30 days after the rejection date and is otherwise in accordance with the Bar Date Order; provided, however, that any party or parties to an Executory Contract or Unexpired Lease with a rejection Claim that arises or becomes Allowed on or after the Effective Date shall have thirty (30) days from the date the Claim arises or becomes Allowed to File a proof of Claim on account of such Claim and in accordance with the Bar Date Order, after which period any such Claim will be forever barred unless otherwise ordered by the Court.

7.04 Pre-Existing Obligations to a Debtor Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to a Debtor under such Executory Contract or Unexpired Lease. Notwithstanding any applicable non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right against counterparties to rejected Executory Contracts or Unexpired Leases to receive, or any continuing obligation of a counterparty to provide warranties, indemnifications or continued maintenance obligations on goods or services previously purchased by the contracting Debtor.

**ARTICLE VIII. - PROVISIONS GOVERNING RESOLUTION OF
CLAIMS AND DISTRIBUTIONS OF PROPERTY UNDER THE PLAN**

8.01 Claim Objections.

(a) **Right to Object to Claims.** As of or after the Effective Date, the Liquidating Trustee will have the sole and exclusive authority, but not the obligation, to do any of the following with respect to any Claims or Interests: (1) file, withdraw, and/or litigate to judgment objections to and requests for estimation of Claims; (2) settle or compromise any Disputed Claim without any further notice to, action, order or approval by the Bankruptcy Court; and (3) administer and adjust the Claims register to reflect any such settlements or compromises without any further notice to, action, order or approval by the Bankruptcy Court. The Liquidating Trustee shall succeed to any pending objections to Claims filed by the Debtors prior to the Effective Date, and shall have and retain any and all rights and defenses the Debtors had immediately prior to the Effective Date with respect to any Disputed Claim. Notwithstanding the foregoing, for the first thirty days immediately following the Effective Date, any creditor can file an objection to a Claim.

(b) **Claims Objection Deadline.** Objections to Claims must be Filed with the Bankruptcy Court, and a copy of the objection must be served on the subject Creditor before the expiration of the applicable Claims Objection Deadline; otherwise such Claims shall be deemed Allowed in accordance with section 502 of the Bankruptcy Code. The objection shall notify the Creditor of the deadline for responding to such objection.

(c) **Claim Estimation.** Pursuant to section 502(c) of the Bankruptcy Code, the Liquidating Trustee may request estimation or liquidation of any Disputed Claim that is contingent or unliquidated or any Disputed Claim arising from a right to an equitable remedy or breach of performance.

8.02 Distribution Provisions.

(a) **Distributions to be Made.** The Liquidating Trustee shall make any Distributions from the proceeds of the Liquidating Trust Assets to holders of Class 4 in accordance with the Plan. On the Effective Date, and after making all Distributions required to be made on the Effective Date hereunder, the Liquidating Trustee shall establish and maintain a separate reserve for the estimated amount of the Liquidating Trust Expenses.

None of the Debtors, their Estates, nor the Liquidating Trustee shall be required to reserve any Cash or other assets on account of any Disputed Claim that has been Disallowed by order of the Bankruptcy Court, regardless of whether such Order is subject to a pending appeal, unless the Holder of such Disputed Claim has filed a timely appeal of the Confirmation Order and obtained a stay pending such appeal.

(b) **No Liability.** The Liquidating Trustee shall only be required to act and make Distributions in accordance with the terms of the Plan. Except on account of gross negligence, fraud, illegality or willful misconduct, the Liquidating Trustee shall have no (i) liability to any party for actions taken in accordance with the Plan or in reasonable reliance upon information provided to it in accordance with the Plan, or (ii) obligation or liability for Distributions under the Plan to any party who does not hold a Claim against one or more of the Debtors as of the Distribution Record Date or any other date on which a Distribution is made or who does not otherwise comply with the terms of the Plan.

(c) **Distributions on Account of Disputed Claims.** Except as otherwise provided in a Final Order or as agreed by the relevant parties, Distributions on account of Disputed Claims, if any, that become Allowed, shall be made by the Liquidating Trustee at such periodic intervals as the Liquidating Trustee determines to be reasonably prudent.

(d) **No Distributions Pending Allowance.** Notwithstanding anything herein to the contrary: (a) no Distribution shall be made with respect to any Disputed Claim until and only to the extent such Claim becomes an Allowed Claim (as applicable), and (b) unless agreed otherwise by the Liquidating Trustee no Distribution shall be made to any Person that holds both an Allowed Claim and a Disputed Claim until such Holder's Disputed Claims have been resolved by settlement or Final Order.

(e) **Documentary Requirement for Distribution.** The Liquidating Trustee may require that, prior to distribution on account of any Allowed Claim, the Holder of a Claim provide a written copy of a completed W-9 form, a signed and notarized declaration with respect to the validity of a transfer of a claim, or such other documentation as the Liquidating Trustee believes appropriate in his or her business judgment.

(f) Distributions in Cash. Any required Cash payments to the Holders of Allowed Claims shall be made by the Liquidating Trustee: (a) in U.S. dollars by check, draft or warrant, drawn on a domestic bank, or by wire transfer from a domestic bank, and (b) by first-class mail (or by other equivalent or superior means as determined by the Liquidating Trustee).

(g) Timing of Distributions. Except as specifically set forth herein, the Liquidating Trustee may determine, in its discretion, the appropriate timing, amount, and cadence for Distributions.

(h) Unclaimed Distributions. Any Entity which fails to claim any Cash within 90 days from the date upon which a Distribution is first made to such entity shall forfeit all rights to such Distribution under the Plan, and the Liquidating Trustee shall be authorized to cancel any Distribution that is not timely claimed. Pursuant to section 347(b) of the Bankruptcy Code, upon forfeiture, such Cash (including interest thereon, if any) shall revert to the Liquidating Trust free of any restrictions under the Plan, the Bankruptcy Code or the Bankruptcy Rules. Upon forfeiture, the claim of any Creditor or Interest Holder with respect to such funds shall be irrevocably waived unless otherwise ordered by the Court and forever barred against the Debtors, their Estates, the Liquidating Trust, and the Liquidating Trustee, notwithstanding any federal or state escheat laws to the contrary, and such Creditor or Interest Holder shall have no claim whatsoever against any of the foregoing or against any Holder of a Claim to whom Distributions are made.

(i) Delivery of Distributions to Holders of Claims. Except as otherwise provided in the Plan, Distributions to Holders of Allowed Claims shall be made to Holders of record as of the Distribution Record Date by the Liquidating Trustee, as set forth on the latest date of the following documents: (a) to the address of payment set forth on any of the proofs of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no proof of Claim is Filed); (b) at the addresses set forth in any written notices of address changes delivered to the Debtors after the date of any related proof of Claim and prior to the Effective Date; and (c) at the addresses reflected in the Schedules if no proof of Claim has been Filed and the Debtors have not received a written notice of a change of address prior to the Effective Date.

(j) Undeliverable Distributions. The Liquidating Trustee shall make one attempt to make the Distributions contemplated hereunder in accordance with the procedures set forth herein. The Liquidating Trustee in its sole discretion may, but shall have no obligation to, attempt to locate Holders of undeliverable Distributions. Any Distributions returned to the Liquidating Trustee as undeliverable or otherwise shall remain in the possession of the Liquidating Trust, until such time as a Distribution becomes deliverable, and no further Distributions shall be made to such Holder unless such Holder notifies the Liquidating Trustee of its then current address. Any Holder of an Allowed Claim entitled to a Distribution of property under this Plan that does not assert a claim pursuant to the Plan for an undeliverable Distribution, or notify the Liquidating Trustee of such Holder's then current address, within 30 days of such Distribution shall have its claim for such undeliverable Distribution irrevocably waived unless otherwise ordered by the Court and shall be forever barred from asserting any such claim against the Debtors, their Estates, the Liquidating Trust, and/or the Liquidating Trustee or their respective property, and such Distribution shall be deemed unclaimed property under Section 8.02(g) of the Plan.

(k) **De Minimis Distributions.** If any interim Distribution under the Plan to the Holder of an Allowed Claim would be less than \$20.00, the Liquidating Trustee may withhold such Distribution until a final Distribution is made to such Holder. If any final Distribution under the Plan to the Holder of an Allowed Claim would be less than \$20.00, the Liquidating Trustee may cancel such Distribution. Any unclaimed Distributions pursuant to this provision shall be treated as unclaimed property under Section 8.02(g) of the Plan.

(l) **Remainder Amounts After Final Distribution.** After final Distributions have been made in accordance with the terms of the Plan, if the aggregate amount of Unclaimed Distributions is less than \$10,000, the Liquidating Trustee may donate up to such amount to Delaware Pro Se Bankruptcy Foundation.

ARTICLE IX. - RELEASES, INJUNCTION, AND RELATED PROVISIONS

9.01 [Reserved].

9.02 Debtor Releases.

Effective as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, their Estates, and the Debtors' successors and assigns, including the Liquidating Trustee, shall forever release, waive, and discharge each of the Released Parties from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy, liability, action, proceeding, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, or right to payment, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising in law, equity, or otherwise, for any act or omission in connection with, relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' operations, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, or the Combined Disclosure Statement and Plan, and the administration, formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date. Note that only directors, officers, and employees of the Debtors on the Petition Date may be Released Parties.

9.03 Exculpation and Limitation of Liability.

Except as otherwise specifically provided herein, the Exculpated Parties shall not have or incur, and are hereby released and exculpated from, any liability, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed,

contingent, matured, unmatured, disputed, undisputed, secured, or unsecured and whether asserted or assertable directly or derivatively in law or equity, to any Holder of a Claim or an Interest, or any other party-in-interest, or any of their respective members, directors, officers, managers, trustees, employees, advisors, attorneys, professionals, agents, partners, stockholders or Affiliates, or any of their respective successors or assigns, for any act or omission in connection with, relating to or arising out of, the Chapter 11 Cases, the formulation, negotiation, or implementation of the Combined Disclosure Statement and Plan, solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the Consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction), and such parties in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Combined Disclosure Statement and Plan. For the avoidance of doubt, nothing contained in this paragraph shall exculpate acts or omissions prior to the Petition Date or post-Effective Date.

9.04 Injunction.

(a) In accordance with Bankruptcy Code section 1141(d)(3), the Plan does not discharge the Debtors. Bankruptcy Code section 1141(c) nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. Consistent with the preceding sentence, except as otherwise expressly provided in the Plan, the Plan Supplement, related documents, or for obligations issued pursuant to the Plan, all Entities who have held, hold or may hold Claims or Interests that have been released pursuant to the Plan or as to which the Plan provides for classification and treatment or that are subject to the exculpatory provisions herein, are permanently enjoined from taking any of the following actions from and after the Effective Date: (i) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors (but solely to the extent such action is brought against the Debtor to directly or indirectly recover upon any Assets of the Estate, including, without limitation, any such Assets that vest in the Liquidation Trust, as applicable, upon the Effective Date), or the Liquidating Trust on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against the Debtors or the Liquidating Trustee on account of or in connection with or with respect to any such Claims or Interests; and (iii) creating, perfecting or enforcing any encumbrance of any kind against any Debtors or the Liquidating Trust or the property of the Estates or the Liquidating Trust on account of in connection with or with respect to any such Claims or Interests.

(b) Except as otherwise provided in this Plan, or to the extent necessary to enforce the terms and conditions of this Plan, the Confirmation Order or a separate Order of the Bankruptcy Court, all Entities who have held, hold, or may hold Claims against or Interests shall be permanently enjoined from taking any of the following actions against any of the Assets of the Estates or the Liquidating Trust or any other asset or to be distributed under the Plan on account of any such Claims or Interests: (i) commencing or continuing, in any manner or in any place, any action, cause of action, or other proceeding; (ii) enforcing

attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any lien; (iv) asserting a setoff (except to the extent such setoff was exercised prior to the Petition Date), or the right of subrogation of any kind against any debt, liability, or obligation due to the Debtor; and (v) commencing or continuing, in any manner or in any place, any action, cause of action, or other proceeding against any of the Assets or Liquidating Trust's Assets or any other assets to be distributed under this Plan that does not comply with or is inconsistent with the provisions of this Plan.

(c) Nothing in this section shall prevent the Liquidating Trustee or the Liquidating Trust from prosecuting the Liquidating Trust Assets or commencing any action or other proceeding of any kind against any party other than with respect to conduct after the Petition Date.

(d) Notwithstanding the foregoing clauses, all Entities shall only be enjoined from commencing or continuing in any manner any action or other proceeding of any kind against an Exculpated Party for any matter expressly covered by Section 9.03 herein.

(e) The injunction set forth in Section 9.04 of the Plan shall extend until the later of the following: the closure of all of the Bankruptcy Cases, or (ii) one year and a day after the administration of all assets of the Liquidating Trust. Further, the injunction shall be in effect in the event that the Bankruptcy Cases are reopened.

ARTICLE X. - CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

10.01 Conditions Precedent to Confirmation.

It shall be a condition to Confirmation hereof that the following provisions, terms and conditions shall have been satisfied or waived pursuant to Section 10.03 herein:

(a) The Bankruptcy Court shall have entered the Sale Order in form and substance reasonably acceptable to Jobs Acquisition.

(b) The Bankruptcy Court shall have entered a Final Order in form and substance reasonably satisfactory to the Debtors, Serengeti/Ghost Tree and the Committee approving the Global Settlement Agreement.

(c) The Bankruptcy Court shall have entered an Order in a form and substance reasonably acceptable to the Debtors and the DIP Lenders on a final basis and determining, with respect to solicitation of the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

10.02 Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following provisions, terms and conditions shall have been satisfied or waived pursuant to Section 10.03.

(a) The Bankruptcy Court shall have entered an order, in form and substance acceptable to the Debtors and the DIP Lenders, confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

(b) All authorizations, consents and regulatory approvals required, if any, in connection with the Plan's effectiveness shall have been obtained.

(c) No order of a court restraining the Plan Proponent from consummating the Plan and the transactions contemplated therein shall have been entered and remain in effect, and the Confirmation Order shall be in full force and effect.

(d) All actions, documents (including the Liquidating Trust Agreement), certificates and agreements necessary to implement the Plan shall 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 are in form and substance, acceptable to the Plan Proponent.

10.03 Waiver of Conditions.

The conditions to Confirmation of the Plan and to the occurrence of the Effective Date set forth in this Article X may be waived in whole or in part at any time by the Debtors.

10.04 Effect of Failure of Conditions.

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan shall: (i) constitute a waiver or release of any claims by or Claims against the Debtors or their Estates; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other entity; or (iii) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Creditors or Interest Holders or any other entity in any respect.

10.05 Filing of Notice of the Effective Date.

On the Effective Date or as shortly thereafter as reasonably practicable, the Liquidating Trustee shall File a notice of the Effective Date with the Bankruptcy Court.

ARTICLE XI. - MODIFICATION, REVOCATION OR WITHDRAWAL OF PLAN

11.01 Modification and Amendments.

Except as otherwise specifically provided herein, and subject to the consent of Serengeti/Ghost Tree, and after consultation with the Committee, the Plan Proponent reserves the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and Bankruptcy Rules and, as appropriate, not re-solicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Plan Proponent expressly reserves its right to alter, amend or modify materially the Plan, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy

Court to so alter, amend or modify the Plan or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article. In addition, prior to the Effective Date, the Plan Proponent may make appropriate technical adjustments and modifications to the Plan, without further order or approval of the Bankruptcy Court; provided, however, that such technical adjustments and modifications do not adversely affect in a material way the treatment of Holders of Allowed Claims or Interests.

11.02 Effect of Confirmation on Modifications.

Entry of a Confirmation Order means that all modifications or amendments to the Plan authorized by Section 11.01 above occurring after the commencement of the solicitation of votes on the Plan and prior to entry of the Confirmation Order are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

11.03 Revocation or Withdrawal of the Plan.

The Plan Proponent reserves the right to revoke or withdraw the Plan before the Effective Date, which will not otherwise affect the rights of the Debtors, their estates, the Committee, and Serengeti/Ghost Tree under the terms of the Global Settlement Agreement, and any other orders of the Bankruptcy Court. If the Plan Proponent revokes or withdraws the Plan, or if the Confirmation Date or the Effective Date does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests but, for the avoidance of doubt, expressly excluding the Term Sheet), assumption or rejection of any Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (iii) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims or Interests or Claims by the Debtors against any other entity; (b) prejudice in any manner the rights of the Debtors, the Holder of any Claim or Interest or any other entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other entity. For the avoidance of doubt, the Cash Collateral Order, the Sale Order, the Global Settlement Agreement, the Term Sheet and all other orders of the Bankruptcy Court shall remain in effect and binding notwithstanding any revocation or withdrawal of the Plan.

ARTICLE XII. - JURISDICTION

12.01 Bankruptcy Court Jurisdiction.

Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court shall retain and have exclusive jurisdiction over the Chapter 11 Cases to the maximum extent legally permissible, including, without limitation, for the following purposes:

(a) To allow, disallow, determine, liquidate, classify or establish the priority or secured or unsecured status of or estimate any Claim or Interest not already Allowed hereunder,

including, without limitation, the resolution of any request for payment of any Administrative Expense and the resolution of any and all objections to the allowance or priority of Claims or Interests;

(b) To ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

(c) To determine any and all applications or motions pending before the Bankruptcy Court on the Effective Date of the Plan, including without limitation any motions for the rejection, assumption or assumption and assignment of any Executory Contract;

(d) Any litigation commenced by the Liquidating Trustee, including Avoidance Actions and commercial tort claims;

(e) To consider and approve any modification of the Plan, remedy any defect or omission, or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order;

(f) To determine all controversies, suits and disputes that may arise in connection with the interpretation, enforcement or consummation of the Plan or any related documents, or any entity's obligations in connection with the Plan or any Plan Documents, or to defend any of the rights, benefits, Estates property transferred, created, or otherwise provided or confirmed by the Plan or the Confirmation Order or to recover damages or other relief for violations thereof;

(g) To consider and act on the compromise and settlement of any claim or cause of action by or against the Debtors, their Estates, the Liquidating Trust, or the Liquidating Trustee;

(h) To decide or resolve any and all applications, motions, adversary proceedings, contested or litigated matters, and any other matters, or grant or deny any applications involving the Debtors, or their Estates that may be pending on the Effective Date or that may be brought by the Debtors or the Liquidating Trustee, or any other related proceedings by the Liquidating Trustee, and to enter and enforce any default judgment on any of the foregoing;

(i) To adjudicate any disputes regarding the Debtors' insurance policies;

(j) To decide or resolve any and all applications for compensation;

(k) To issue orders in aid of execution and implementation of the Plan or any Plan Documents to the extent authorized by section 1142 of the Bankruptcy Code or provided by the terms of the Plan;

(l) To decide issues concerning the federal or state tax liability of the Debtors which may arise in connection with the confirmation or consummation of the Plan or any Plan Documents;

(m) To interpret and enforce any orders entered by the Bankruptcy Court in the Chapter 11 Cases; and

- (n) To enter an order or orders closing the Chapter 11 Cases.

12.02 Limitation on Jurisdiction.

In no event shall the provisions of the Plan be deemed to confer in the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§ 157 and 1334, as well as the applicable circumstances that continue jurisdiction for defense and enforcement of the Plan and Plan Documents. For the avoidance of doubt, however, such jurisdiction shall be deemed, by the entry of the Confirmation Order, to:

(a) Permit entry of a final judgment by the Bankruptcy Court in any core proceeding referenced in 28 U.S.C. § 157(b) and to hear and resolve such proceedings in accordance with 28 U.S.C. § 157(c) and any and all related proceedings, including, without limitation, (i) all proceedings concerning disputes with, or causes of action or other claims against, any Person that the Debtors, the Estates, or the Liquidating Trust or any of their successors or assigns, may have, and (ii) any and all causes of action or other claims against any Person for harm to or with respect to any Asset of the Estate (x) conversion of such property, or (y) any property lien or transferred by the Debtors to any other Person;

(b) Include jurisdiction over the recovery of any Property of the Estates (or property transferred by the Debtors with Bankruptcy Court approval) from any Person wrongly asserting ownership, possession or control of the same, whether pursuant to sections 542, 543, 549, and/or 550 of the Bankruptcy Code or otherwise, as well as to punish any violation of the automatic stay under section 362 of the Bankruptcy Code or any other legal rights of the Debtors or their Estates under or related to the Bankruptcy Code; and

(c) Permit the taking of any default judgment against any Person who has submitted himself or herself to the jurisdiction of the Bankruptcy Court.

ARTICLE XIII. - MISCELLANEOUS

13.01 Exemption from Taxes.

(a) The Plan and the Confirmation Order provide for (a) the issuance, transfer or exchange of notes, debt instruments and equity securities under or in connection with the Plan; and (b) the creation, execution and delivery of agreements or other documents creating or evidencing the formation of the Liquidating Trust and any right or interest in the Liquidating Trust. Pursuant to section 1146 of the Bankruptcy Code and the Plan, any such act described or contemplated herein will not be subject to any stamp tax, transfer tax, filing or recording tax, or other similar tax.

13.02 Compliance with Tax Requirements.

Notwithstanding anything to the contrary in this Plan, the Liquidating Trustee shall be entitled to deduct any federal, state or local withholding taxes from any Distributions made with respect to Allowed Claims, as appropriate. The Liquidating Trustee shall be authorized to take all actions necessary to comply with applicable withholding and reporting requirements, including, without limitation, applying a portion of any Distribution of Cash to be made under the Plan to

pay applicable withholding Taxes. Any amounts withheld pursuant to the immediately preceding sentence will be deemed to have been distributed and received by the applicable recipient for all purposes of the Plan. Notwithstanding any other provision of the Plan, each Holder of an Allowed Claim that has received a Distribution under the Plan shall have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any Governmental Unit, including income, withholding and other tax obligation, on account of such Distribution. The Liquidating Trustee shall have the right, but not the obligation, to not make a Distribution until the applicable recipient has made arrangements satisfactory for the payment of any Tax obligations. For tax purposes, Distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims until such principal amount is paid in full and then to any interest accrued on such Claim prior to the Petition Date, and the remaining portion of such Distributions, if any, will apply to any interest on such Claim after the Petition Date. The Liquidating Trustee shall be authorized to require each Holder of a Claim to provide it with an executed Form W-9, Form W-8, or any other tax form, documentation or certification as may be requested by the Liquidating Trustee as a condition precedent to being sent a Distribution. If a Holder of an Allowed Claim does not provide the Liquidating Trustee with an executed Form W-9, Form W-8 or other requested tax form within 90 days after the date of the Liquidating Trustee's initial request, the Liquidating Trustee may, in its sole discretion (a) make such Distribution net of applicable withholding or (b) reserve such Distribution, in which case (i) such Holder shall be deemed to have forfeited the right to receive any Distribution under the Plan, (ii) any such Distribution shall revert to the Liquidating Trust, for Distribution on account of other Allowed Claims and (iii) the Claim of the Holder originally entitled to such Distribution shall be irrevocably waived and forever barred without further order of the Bankruptcy Court. The rights and obligations of the Liquidating Trustee to allocate and distribute all Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and similar encumbrances is expressly preserved.

13.03 Defenses and Setoff.

Nothing contained in this Plan shall constitute a waiver or release by the Debtors, their Estates, or the Liquidating Trustee, of any rights in respect of legal and equitable objections, defenses, setoffs, or recoupment. To the extent permitted by applicable law, the Liquidating Trustee may, but shall not be required to, set off or recoup against any Claim and the payments or other Distributions to be made under the Plan in respect of such Claim, claims of any nature whatsoever that arose before the Petition Date that the Debtors, their Estates, or the Liquidating Trust may have against the Holder of such Claim or Interest.

13.04 Governing Law.

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

13.05 Successors and Assigns.

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

13.06 Transfer of Claims.

Any transfer of a Claim shall be in accordance with Bankruptcy Rule 3001(e) and the terms of this Section. Notice of any such transfer shall be forwarded to counsel for the Debtors and the Liquidating Trustee. Both the transferee and transferor shall execute a notice, and the signatures of the parties shall be acknowledged before a notary public. The notice must clearly describe the Claim to be transferred. No partial transfer of a Claim shall be allowed. All transfers must be of one hundred percent (100%) of the transferor's interest in the Claim.

13.07 Post-Effective Date Service List.

Pursuant to Bankruptcy Rule 2002 and any applicable Local Rule, notice of all post-Confirmation matters for which notice is required to be given shall be deemed sufficient if served upon counsel for the U.S. Trustee, counsel to the Debtors, counsel for the Liquidating Trustee, and all persons on the Bankruptcy Rule 2002 service list as well as any parties who may be affected by the relief sought.. With the exception of the Debtors, and the U.S. Trustee, any Person desiring to remain on the Bankruptcy Rule 2002 service list shall be required to file a request for continued service and to serve such request upon counsel to the Liquidating Trustee within thirty (30) days subsequent to the Effective Date. Persons shall be notified of such continued notice requirements in the notice of entry of the Confirmation Order. **Persons who do not file a request for continued service within thirty (30) days subsequent to the Effective Date shall be removed from the Bankruptcy Rule 2002 service list.**

13.08 Notices.

To be effective, any pleading, notice or other document required by the Plan or the Confirmation Order to be served on or delivered to counsel to the Debtors, the Committee, Serengeti/Ghost Tree, and the U.S. Trustee must be sent by overnight delivery service, facsimile transmission, courier service or messenger to:

(a) If to the Debtors:

Jeffrey R. Waxman, Esquire
Carl N. Kunz, III, Esquire
Christopher M. Donnelly, Esquire
Samantha L. Rodriguez, Esquire
MORRIS JAMES LLP
3205 Avenue North Blvd., Suite 100
Wilmington, Delaware 19803
Telephone: (302) 888-6800
Facsimile: (302) 571-1750
Email: jwaxman@morrisjames.com
ckunz@morrisjames.com
cdonnelly@morrisjames.com
srodriguez@morrisjames.com

(b) If to the Committee:

Shari Heyen, Esquire
Emily Nasir, Esquire
GREENBERG TRAURIG, LLP
1000 Louisiana Street, Suite 6700
Houston, Texas 77002
Telephone: (713) 374-3500
Facsimile: (713) 374-3505
Email: shari.heyen@gtlaw.com
emily.nasir@gtlaw.com

-and -

Dennis A. Meloro, Esquire
GREENBERG TRAURIG, P.A.
222 Delaware Avenue
Suite 1600
Wilmington, Delaware 19801
Telephone: (302) 661-7000
Email: Dennis.Meloro@gtlaw.com

(c) If to Serengeti/Ghost Tree:

Geoffrey T. Raicht, Esquire
GEOFFREY T. RAICHT, PC
99 Biltmore Avenue, Suite 122
Rye, New York 10580
Telephone: (917) 344-0036
Email: graicht@raichtlawpc.com

-and-

William E. Chipman, Jr., Esquire
CHIPMAN BROWN CICERO & COLE
Hercules Plaza
1313 N. Market Street, Suite 5400
Wilmington, Delaware 19801
Telephone: (302) 295-0193
Email: chipman@chipmanbrown.com

(d) If to the U.S. Trustee:

Office of the U.S. Trustee
844 King St., Suite 2207
Lockbox 35
Wilmington, Delaware 19801
Attn: Hannah J. McCollum, Esquire
Email: hannah.mccollum@usdoj.gov

13.09 Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h) and 7062 and/or any other Bankruptcy Rule, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trustee, any and all Holders of Claims and Interests (irrespective of whether such Claims or Interests are Allowed or Disallowed or were voted to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in the Plan, each entity acquiring property under the Plan, and any and all non-debtor parties to Executory Contracts and Unexpired Leases.

13.10 Severability of Plan Provisions.

If, before the Effective Date of the Plan, any term or provision of the Plan is held by the Bankruptcy Court or any other court exercising jurisdiction to be invalid, void or unenforceable, the Bankruptcy Court or other court exercising jurisdiction shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted so long as such term or provision is acceptable to the Debtors. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan and may not be deleted or modified without the Plan Proponent's consent; and (iii) non-severable and mutually dependent.

13.11 Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan, to the extent not inconsistent with the Plan. The Plan Proponent reserves the right to amend the exhibits and schedules to the Plan any time prior to Confirmation.

13.12 Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Plan Proponent will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e), the Plan Proponent and its respective affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code, including, if applicable, in the offer, issuance, sale and purchase of any Plan securities (if any) provided under the Plan, and, therefore, will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on the Plan.

13.13 Conflicts.

If there is a conflict between this Plan and a Plan Supplement document, the Plan Supplement document, as applicable, shall govern and control. If any provision of this Plan (including a Plan Supplement) conflicts with or is in any way inconsistent with any provision of the Confirmation Order, the Confirmation Order shall govern and control.

In the event of any inconsistency between the Plan and any of: (1) the Sale Order, (2) the Term Sheet and (3) the Cash Collateral Order, the Sale Orders, the Global Settlement Order and/or Cash Collateral Order, as applicable, shall control over the Plan.

13.14 U.S. Trustee Fees.

All U.S. Trustee Fees due and payable prior to the Effective Date pursuant to Section 1930 of Title 28 of the U.S. Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the U.S. Code to the extent applicable shall be paid by the Debtors on the Effective Date. The Debtors shall file all monthly operating reports due prior to the Effective Date when they become due. On and after the Effective Date, neither the Debtors nor the Liquidating Trustee shall remain obligated to pay such U.S. Trustee Fees. The U.S. Trustee shall not be required to File any Administrative Expense in the case and shall not be treated as providing any release under the Plan.

13.15 Implementation.

The Plan Proponent shall be authorized to perform all reasonable, necessary and authorized acts to consummate the terms and conditions of the Plan and the Plan Documents, without further order from the Bankruptcy Court.

13.16 No Admissions.

Unless expressly provided for herein, nothing contained in the Plan shall be deemed an admission by the Debtors with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of the classification of any Claim or Equity.

Dated: December 12, 2025
Wilmington, Delaware

MORRIS JAMES LLP

/s/ Jeffrey R. Waxman

Carl N. Kunz, III (DE Bar No. 3201)
Jeffrey R. Waxman (DE Bar No. 4159)
Christopher M. Donnelly (DE Bar No. 7149)
Samantha L. Rodriguez (DE Bar No. 7524)
3205 Avenue North Blvd., Suite 100
Wilmington, DE 19803
Telephone: (302) 888-6800
Facsimile: (302) 571-1750
E-mail: ckunz@morrisjames.com
jwaxman@morrisjames.com
cdonnelly@morrisjames.com
srodriguez@morrisjames.com

Counsel for Debtors and Debtors-in-Possession

EXHIBIT A

[LIQUIDATION ANALYSIS]

Liquidation Analysis

Pursuant to Section 1129(a)(7) of the Bankruptcy Code (sometimes called the “best interests” test), the Bankruptcy Code requires that each holder of an impaired claim or equity interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on the Effective Date.¹ The first step in meeting this test is to determine the dollar amount that would be generated from the hypothetical liquidation of the Debtor’s assets and properties in the context of a liquidation in a Chapter 7 case. The gross amount of cash available would be the sum of the proceeds from the disposition of the Debtors’ assets and the cash held by the Debtors at the time of the commencement of their Chapter 7 cases. Such amount is reduced by the amount of any claims secured by such assets, the costs and expenses of the liquidation, and such additional administrative expenses and priority claims that may result from the conversion of the Bankruptcy Cases for the purposes of a hypothetical liquidation. Any remaining net cash would be allocated to creditors and shareholders in strict priority in accordance with Section 726 of the Bankruptcy Code. A general summary of the assumptions used in preparing the liquidation analysis follows.

1. Estimate of Net Proceeds

Estimates were made of the cash proceeds that might be realized from the liquidation of the Debtors’ assets, which includes the collection of receivables and other collateral pools, and pursuit of Avoidance Actions and other Causes of Action on behalf of the estates.

2. Liquidation Related Costs

The costs of liquidation under Chapter 7 would include the fees payable to a Chapter 7 trustee, as well as those that might be payable to attorneys and other professionals that such a trustee may engage. Further, costs of liquidation would include any obligations and unpaid expenses incurred by the Debtors during the Chapter 11 cases and allowed in the Chapter 7 cases, such as (i) trade obligations, (ii) compensation for attorneys, financial advisors, and other professionals, and (iii) costs and expenses of members of any statutory committee of unsecured creditors appointed by the United States Trustee pursuant to Section 1102 of the Bankruptcy Code and any other committee so appointed.

3. Liquidation Analysis Detail

The following Liquidation Analysis is an estimate of the proceeds that may be generated as a result of a hypothetical liquidation of the Debtors’ assets under Chapter 7 of the Bankruptcy Code. Underlying the Liquidation Analysis are a number of estimates and assumptions that are inherently subject to significant economic, operational and other uncertainties, and contingencies beyond the control of the Debtors or a Chapter 7 trustee. Therefore, there can be no assurance that the assumptions and estimates employed in determining the liquidation values of the Debtors’ assets will result in an accurate estimate of the proceeds that would be realized were the Debtors to undergo an actual liquidation. The Liquidation Analysis also does not include any

¹ Capitalized terms not defined herein have the meaning ascribed to such terms in the Combined Disclosure Statement and Plan (as may be amended or modified, the “Plan”).

potential recoveries from Avoidance Actions and other Causes of Action. Therefore, the actual amount available for payment on account of claims could vary materially from the estimates provided herein. The Liquidation Analysis set forth below was based on the estimated values of the Debtors' assets as of November 30, 2025, unless otherwise noted. These values have not been subject to any review, compilation, or audit by any independent accounting firm.

LIQUIDATION ANALYSIS			
Assets			
	As of November 30, 2025	Estimated recovery in Chapter 7	Chapter 11 Plan
Cash on hand ²	\$500,000	\$500,000	\$500,000
Accounts Receivable and other assets ³	Unknown	Unknown	Unknown
Avoidance Actions and other Causes of Action ⁴	Unknown	Unknown	Unknown
Other Assets ⁵	Unknown	Unknown	Unknown
Liabilities			
Secured Claims ⁶	\$54,200,000	\$54,200,000	\$54,200,000
Chapter 11 Administrative Claims ⁷	Approx. \$400,000	Approx. \$400,000	Approx. \$400,000
Priority Claims ⁸	\$5,014,514.50	\$5,014,514.50	\$5,014,514.50

² This includes all cash held by the Debtors as of November 30, 2025, or that will remain available to the Debtors for payment of claims, which was the product the settlement between the Debtors, the Committee, and Serengeti/Ghost Tree and the Agent. This does **not** include any amounts specifically held in escrow for payment of Professional Fees under the Budget.

³ The Debtors' books and records include certain accounts receivable to which the Debtors are entitled, but which are subject to security interests of the senior security interest of Breakout and the junior lien of Serengeti/Ghost Tree. Further, other third parties have asserted a lien on accounts receivable junior to those of Serengeti/Ghost Tree. The Debtors anticipate that a significant portion of these accounts may not be recoverable, but any amount will likely not be for the benefit of unsecured creditors.

⁴ While the Debtors believe that the estates' rights in avoidance actions and other recoveries will generate material net proceeds, for purposes of this liquidation analysis, because potential recoveries from avoidance actions and other litigation are speculative, the Debtors have assumed the net proceeds to be \$0.

⁵ The Debtors' books and records may include certain other assets, including prepayments and deposits. Because recoveries and liquidation of those assets are speculative, the Debtors have assumed the net proceeds to be \$0.

⁶ Parties filed proofs of claim asserting secured claims in the aggregate amount of approximately \$14,200,000. Many of those proofs of claim appear to be duplicates. Additionally, a number of parties filed proofs of claim asserting a secured claim in the amount of \$0. Further, by the Global Settlement Agreement between the Debtors, the Committee, and Serengeti/Ghost Tree and the Agent, the DIP Secured Parties shall have an allowed pre-petition secured claim in the amount of \$40,833,011.30. Based upon the Secured Claims of Breakout, which is secured by the senior security interest in the Debtors' prepetition accounts receivable, and the security interests of the DIP Secured Parties, the Debtors believe that all other claims asserting a security interest are unsecured pursuant to Section 506 of the Bankruptcy Code.

⁷ The Debtors believe that, consistent with the budget, all or substantially all of the Chapter 11 administrative expenses other than Professional fees and expenses will have been paid in full prior to the Effective Date. The Debtors estimate that, on the Effective Date, there will be approximately \$400,000 of Professional fees due to the Debtors' and Committee's Professionals, including Professional fees and expenses incurred but not yet approved.

⁸ Creditors have alleged as much as \$950,000 of priority non-tax claims asserted against the Debtors. Additionally, although the bar date for governmental entities is not until January 2, 2026, governmental entities filed over \$3 million of priority claims, plus a number of governmental entities filed proofs of claims in unliquidated amounts or proofs of claim in the amount of \$0. The Debtors have not yet fully evaluated the proofs of claim filed against the estates, however the Debtors anticipate that a significant portion of those claims asserting a priority will be general unsecured claims. Further, the Debtors anticipate that the estates' liabilities on account of claims alleged by governmental entities are significantly lower than the filed proofs of claim.

Unsecured Claims ⁹	\$18,470,000– \$68,300,000.	\$18,470,000– \$68,300,000.	\$18,470,000– \$68,300,000.
Chapter 7 Administrative Expenses	N/A	\$278,250 ¹⁰	N/A
Chapter 11 Wind-Down Costs	N/A	N/A	\$200,000 ¹¹

⁹ The Debtors have not yet fully evaluated the proofs of claim filed against the estates, but they anticipate that a significant number of those claims will ultimately be disallowed, either as duplicates, as being late-filed, or for substantive reasons.

¹⁰ Section 326(a) provides that the court may allow a Chapter 7 trustee the following as reasonable compensation: “not to exceed 25 percent on the first \$5,000 or less, 10 percent on any amount in excess of \$5,000 but not in excess of \$50,000, 5 percent on any amount in excess of \$50,000 but not in excess of \$1,000,000, and . . . 3 percent of such moneys in excess of \$1,000,000, upon all moneys disbursed or turned over in the case by the trustee to parties in interest, excluding the debtor, but including holders of secured claims.” Assuming that the cases were to convert to Chapter 7, and the trustee were to distribute \$500,000 (which is equal to the amount of projected cash on hand as of the Effective Date), the Chapter 7 Trustee’s fees would be equal to \$28,250. This estimate does not include the Chapter 7 Trustee’s professional fees, which the Debtors anticipate would be at least \$250,000, which is \$50,000 higher than the Debtors’ estimate of postconfirmation fees of Professionals retained by the Liquidating Trustee. The Debtors anticipate that the conversion of the cases to Chapter 7 and the appointment of a Chapter 7 Trustee would cause the estates to incur Professional fees as the Chapter 7 Trustee and his professionals familiarize themselves with the underlying facts of these cases, including conducting an additional meeting of creditors. This is only an estimate of wind down costs, which may vary significantly, depending upon claims litigation and the pursuit of claims and Causes of Action on behalf of the estates.

¹¹ The fees of Professionals retained by the Liquidating Trustee is only an estimate and may vary significantly, depending upon claims litigation and the pursuit of claims and Causes of Action on behalf of the estates.

Distribution of Net Proceeds Under the Absolute Priority Rule

The foregoing postpetition claims, costs, expenses, fees, and such other Claims that may arise in a Chapter 7 liquidation case would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay prepetition priority and unsecured claims. Under the absolute priority rule, no junior creditor would receive any distribution until all senior creditors are paid in full, and no equityholder would receive any distribution until all creditors are paid in full.

After consideration of the limited amount of cash held by the Debtors and other assets readily capable of monetization, as well as the effects that a Chapter 7 liquidation would have on the ultimate proceeds, the Debtors and the Committee believe, as summarized in the following chart, that the confirmation of the Plan will provide all creditors and equity holders with a recovery that is equal to or greater than it would receive pursuant to a liquidation of the Debtor under Chapter 7 of the Bankruptcy Code.

ESTIMATED RECOVERIES UNDER PLAN			
Claims	Class	Chapter 7	Under the Plan
Priority Non-Tax Claims	1	40-100%	40-100%
Priority Tax Claims	2	0-100%	0-100%
Secured Claims	3	100%	100%
Serengeti/Ghost Tree Claim	4	0%	0%
General Unsecured Claims	5	0-2%	0-3%
Equity Interests	6	0%	0%

Exhibit B

Form of Confirmation and Effective Date Notice

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

In re:

MY JOB MATCHER, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11280 (KBO)

(Jointly Administered)

Re: Docket No. 411, 412

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING, AND OCCURRENCE
OF EFFECTIVE DATE OF COMBINED DISCLOSURE STATEMENT AND
PLAN OF LIQUIDATION DATED DECEMBER 12, 2025**

PLEASE TAKE NOTICE OF THE FOLLOWING:

A. Confirmation of the Plan.

On January __, 2026, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order [Docket No. ____] (the “Confirmation Order”)² confirming the Combined Disclosure Statement and Plan of Liquidation dated December 12, 2025 (collectively with all exhibits and supplements and any modifications or other amendments thereto, the “Plan”) in the above-captioned Chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors (collectively, the “Debtors”).

B. Occurrence of the Effective Date, Appointment of the Trustee and the Vesting of the Estates’ Assets.

The Plan became effective on January __, 2026 (the “Effective Date”). As of the Effective Date, among other things, (a) the Liquidating Trustee was appointed with the power to exercise the rights, power, and authority of the Trust under applicable provisions of the Plan, Liquidating Trust Agreement, and bankruptcy and non-bankruptcy law; and (b) except as otherwise provided in the Plan, all property of the Debtors and the Estates and became the property of, and vested in, the Liquidating Trust free and clear of all Claims, Liens, charges, other encumbrances, and interests.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: My Job Matcher, Inc. (9880); Job.com-HV, Inc. (DE) (5873); Job.com-HV, Inc. (FL) (5873); Job.com-Fortus, Inc. (6145); Job.com-Endevis, Inc. (1956); Job.com-QCI, Inc. (4364); Princeton One-Job.com, Inc. (4752); and Princeton Search L.L.C. (6163). For purposes of these chapter 11 cases, the Debtors’ service address is 1743 Sidewinder Drive, 1st Floor, Park City, Utah 84060.

² Capitalized terms used but not defined in this Notice shall have the same meanings given to them in the Plan and the Confirmation Order.

C. Resolution of Disputed Claims.

Notwithstanding anything to the contrary as provided in the Plan, and any requirements that may be imposed pursuant to Bankruptcy Rule 9019, except insofar as a Claim is Allowed under the Plan on and after the Effective Date, the Liquidating Trustee will have the authority, but not the obligation, to do any of the following with respect to any Claims or Interests: (1) file, withdraw or litigate to judgment objections to and requests for estimation of Claims; (2) settle or compromise any Disputed Claim without any further notice to or action, order or approval by the Bankruptcy Court; and (3) administer and adjust the Claims register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Bankruptcy Court. The Liquidating Trustee shall succeed to any pending objections to Claims filed by the Debtors or the Committee prior to the Effective Date, and shall have and retain any and all rights and defenses the Debtors and/or the Estates had immediately prior to the Effective Date with respect to any Disputed Claims.

D. Debtor Exculpation and Limitation of Liability.

The following provisions of the Plan have been approved

9.02 Debtor Releases.

Effective as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, their Estates, and the Debtors' successors and assigns, including the Liquidating Trustee, shall forever release, waive, and discharge each of the Released Parties from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy, liability, action, proceeding, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, or right to payment, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising in law, equity, or otherwise, for any act or omission in connection with, relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' operations, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, or the Combined Disclosure Statement and Plan, and the administration, formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date. Note that only

directors, officers, and employees of the Debtors on the Petition Date may be Released Parties.

9.04 Injunction

(a) In accordance with Bankruptcy Code section 1141(d)(3), the Plan does not discharge the Debtors. Bankruptcy Code section 1141(c) nevertheless provides, among other things, that except as provided in sections 1141(d)(2) and (d)(3) and except as otherwise provided in the Plan or in the order confirming the Plan, the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. Consistent with the preceding sentence, except as otherwise expressly provided in the Plan, the Plan Supplement, related documents, or for obligations issued pursuant to the Plan, all Entities who have held, hold or may hold Claims or Interests that have been released pursuant to the Plan or as to which the Plan provides for classification and treatment or that are subject to the exculpatory provisions herein, are temporarily enjoined from taking any of the following actions from and after the Effective Date: (i) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors (but solely to the extent such action is brought against the Debtor to directly or indirectly recover upon any Assets of the Estate, including, without limitation, any such Assets that vest in the Liquidation Trust, as applicable, upon the Effective Date), or the Liquidating Trust on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against the Debtors or the Liquidating Trustee on account of or in connection with or with respect to any such Claims or Interests; and (iii) creating, perfecting or enforcing any encumbrance of any kind against any Debtors or the Liquidating Trust or the property of the Estates or the Liquidating Trust on account of in connection with or with respect to any such Claims or Interests.

(b) Except as otherwise provided in this Plan, or to the extent necessary to enforce the terms and conditions of this Plan, the Confirmation Order or a separate Order of the Bankruptcy Court, all Entities who have held, hold, or may hold Claims against or Interests shall be permanently enjoined from taking any of the following actions against any of the Assets of the Estates or the Liquidating Trust or any other asset or to be distributed under the Plan on account of any such Claims or Interests: (i) commencing or continuing, in any manner or in any place, any action, cause of action, or other proceeding; (ii) enforcing attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any lien; (iv) asserting a setoff (except to the extent such setoff was exercised prior to the Petition Date), or the right of subrogation of any kind against any debt, liability, or obligation due to the Debtors; and (v) commencing or continuing, in any manner or in any place, any action, cause of action, or other proceeding against any of the Assets or Liquidating Trust's Assets or any other assets to be distributed under this Plan that does not comply with or is inconsistent with the provisions of this Plan.

(c) Nothing in this section shall prevent the Liquidating Trustee or the Liquidating Trust from prosecuting the Liquidating Trust Assets or commencing any action or other proceeding of any kind against any party other than with respect to conduct after the Petition Date.

(d) Notwithstanding the foregoing clauses, all Entities shall only be enjoined from commencing or continuing in any manner any action or other proceeding of any kind against an Exculpated Party for any matter expressly covered by Section 9.03 herein.

(e) The injunction set forth in the Plan shall extend until the later of the following: the closure of all of the Bankruptcy Cases, or (ii) one year and a day after the administration of all assets of the Liquidating Trust. Further, the injunction shall be in effect in the event that the Bankruptcy Cases are reopened.

E. Executory Contracts and Unexpired Leases Not Assumed.

Notwithstanding anything in the Plan to the contrary, unless otherwise, (i) previously assumed and assigned or assumed, assigned and sold; or (ii) for which a motion for approval of the assumption of an Executory Contract or Unexpired Leases has been Filed and served prior to, and remains pending on the Effective Date, all Executory Contracts or Unexpired Leases shall be rejected as of the Effective Date, other than all insurance policies, which pursuant to Section 7.02 of the Plan, shall be deemed to be Executory Contracts and shall be deemed assumed by the Debtors and/or Liquidating Trust on the Effective Date, as set forth therein.

F. Bar Dates.

Administrative Bar Date. Unless previously filed or as otherwise governed by an order of the Bankruptcy Court or pursuant to the Plan, to requests for payment of Administrative Claims must be filed with the Bankruptcy Court by the Administrative Claim Bar Date, which shall be the first Business Day that is thirty (30) days after the Effective Date. 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 Claim Bar Date shall be forever barred from asserting such Administrative Claims against the Debtors, their Estates, the Liquidating Trust, or their respective property. Objections to any requests for payment of Administrative Claims must be asserted by the Claims Objection Deadline.

Professional Compensation. Each Professional shall file an application for allowance of final compensation and reimbursement of expenses in the Chapter 11 Cases, for the period through the Effective Date, no later than forty-five (45) days after the Effective Date. Objections to applications of professionals for compensation or reimbursement of expenses must be filed with the Bankruptcy Court and served on the Liquidating Trustee, the U.S. Trustee, and the professionals to whose application the objections are addressed no later than twenty-one (21) days after the Professional Fee Bar Date, or the Bankruptcy Court may enter an order authorizing the fees without a hearing. Any professional fees and reimbursements or expenses incurred by the Liquidating Trustee subsequent to the Effective Date may be paid without application to the Bankruptcy Court.

Rejection Damages Bar Date. If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or otherwise gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Debtors, their Estates, or the Liquidating Trust, unless a Proof of Claim is filed with the Bankruptcy Court by no

later than thirty (30) days after the Effective Date; provided, however, that any counterparty or counterparties to an Executory Contract or Unexpired Lease with a Claim that arises or becomes Allowed on or after the Effective Date as a result of the rejection of such contract or lease. **All proofs of claim arising from the rejection of executory contracts or unexpired leases must be filed by the later of (a) 30 days after entry of any order authorizing the rejection of an executory contract or unexpired lease, including any order confirming the Plan, and (b) the date set forth in an order authorizing rejection of an executory contract or unexpired lease.**

Proofs of Claim arising from the rejection of executory contracts or unexpired leases should be filed so as to be received on or before the applicable Bar Date at the following addresses:

Proofs of Claim may be delivered electronically using the interface available on the Debtors' claims agent's website: <https://cases.stretto.com/myjobmatcher>. Alternatively, proofs of claim may be submitted by first class mail, overnight, or hand delivery to the following address:

My Job Matcher, Inc., et al. Claims Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

Proofs of claim submitted by facsimile or e-mail shall not be accepted.

G. Retention of Jurisdiction by Bankruptcy Court.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases to the extent legally permissible, including, without limitation, jurisdiction over the matters set forth in Article XII of the Plan; provided, however, for the avoidance of doubt, nothing in this Confirmation Order, the Plan or the Liquidating Trust Agreement shall prevent the Liquidating Trustee or the Liquidating Trust from commencing and prosecuting litigation that constitute Liquidating Trust Assets in either the Bankruptcy Court, an appropriate state court, or other non-bankruptcy forum, in the Liquidating Trustee's discretion.

H. Notice Parties' Service Addresses.

For purposes of serving requests for payment of Administrative Claims, applications for allowance of Professional Fee Claims, and any other papers required to be served on the notice parties set forth in the Plan, such service should be made, as applicable, on:

(a) If to the Debtors:

Carl N. Kunz, III, Esquire
Jeffrey R. Waxman, Esquire
Christopher M. Donnelly, Esquire
Samantha L. Rodriguez, Esquire
Morris James LLP
3205 Avenue North Blvd., Suite 100

Wilmington, DE 19803
Telephone: (302) 888-6800
E-mail: ckunz@morrisjames.com
jwaxman@morrisjames.com
cdonnelly@morrisjames.com
srodriguez@morrisjames.com

(b) **If to the Committee:**

Dennis A. Meloro, Esquire
GREENBERG TRAURIG, LLP
222 Delaware Avenue, Suite 1600
Wilmington, DE 19801
Telephone: (302) 661-7000
Email: Dennis.Meloro@gtlaw.com

-and-

Shari L. Heyen, Esquire
Emily D. Nasir, Esquire
GREENBERG TRAURIG, LLP
1000 Louisiana Street, Suite 6700
Houston, TX 77002
Telephone: (713) 374-3500
Email: Shari.Heyen@gtlaw.com
Emily.Nasir@gtlaw.com

(c) **If to the U.S. Trustee:**

Office of the U.S. Trustee
Attn: Hannah McCollum, Esquire
844 King St., Suite 2207
Lockbox 35
Wilmington, DE 19801
E-mail: Hannah.McCollum@usdoj.gov

I. Copies of Confirmation Order.

Copies of the Plan, the Confirmation Order or any other pleadings filed in the Chapter 11 Cases may be obtained for a fee via PACER at: <http://www.deb.uscourts.gov> or for free at <https://cases.stretto.com/myjobmatcher/court-docket/>

Dated: January __, 2026

MORRIS JAMES LLP

/s/

Carl N. Kunz, III (DE Bar No. 3201)
Jeffrey R. Waxman (DE Bar No. 4159)
Christopher M. Donnelly (DE Bar No. 7149)
Samantha L. Rodriguez (DE Bar No. 7524)
3205 Avenue North Blvd., Suite 100
Wilmington, DE 19803
Telephone: (302) 888-6800
Facsimile: (302) 571-1750
E-mail: ckunz@morrisjames.com
jwaxman@morrisjames.com
cdonnelly@morrisjames.com
srodriguez@morrisjames.com

Counsel for the Debtors and Debtors-in-Possession