

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
MOBILEUM, INC., et al.,	§	Case No. 24-90414 (CML)
	§	
	§	(Jointly Administered)
Debtors.¹	§	
	§	

**NOTICE OF FILING
OF THIRD AMENDED PLAN SUPPLEMENT IN CONNECTION WITH
JOINT CHAPTER 11 PLAN OF MOBILEUM, INC. AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE THAT:

1. On July 23, 2024, Mobileum, Inc. and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), with the support of their lenders and other financial stakeholders, (i) began solicitation of votes on the *Joint Chapter 11 Plan of Mobileum, Inc. and Its Affiliated Debtors* (Docket No. 14) (as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms, the “**Plan**”), (ii) each commenced with this Bankruptcy Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), and (iii) filed the Plan at Docket No. 14.²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Mobileum, Inc. (7417); Matrix Intermediate, Inc. (7287); Matrix Holdco, LLC (0039); Matrix Parent, Inc. (9085); Mobile Acquisition Corp. (9591); SIGOS LLC (1763); UnwiredSoft, Inc. (2064); We Do Technologies Americas, Inc. (9338); Convene Networks LLC (2820); Developing Solutions Inc. (6177); and Phase 3 Innovations Holdings, Inc. (1899). The Debtors’ mailing address is 20813 Stevens Creek Boulevard, Suite 200, Cupertino, CA 95014.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

2. On July 26, 2024, the Bankruptcy Court entered the *Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan, (II) Approving Solicitation Procedures and Form and Manner of Notice of Commencement, Combined Hearing, and Objection Deadline, (III) Fixing Deadline to Object to Disclosure Statement and Plan, (IV) Approving Notice and Objection Procedures for Assumption of Executory Contracts and Unexpired Leases, (V) Conditionally (A) Directing the United States Trustee Not to Convene Section 341 Meeting of Creditors and (B) Waiving Requirement to File Statements of Financial Affairs and Schedules of Assets and Liabilities, and (VI) Granting Related Relief* (Docket No. 82) (the “**Disclosure Statement Order**”).

3. In accordance with the Plan and Disclosure Statement Order, on August 16, 2024, the Debtors filed the *Notice of Filing of Plan Supplement in Connection with Joint Chapter 11 Plan of Mobileum, Inc. and Its Affiliated Debtors* (Docket No. 147) (as may be amended, modified, restated, or supplemented, including as amended by the First Amended Plan Supplement (defined below) and the Second Amended Plan Supplement (defined below), the “**Plan Supplement**”).

4. On August 19, 2024, the Debtors filed the *Notice of Filing of Amended Plan Supplement in Connection With Joint Chapter 11 Plan of Mobileum, Inc. and Its Affiliated Debtors* (Docket No. 152) (the “**First Amended Plan Supplement**”).

5. On September 9, 2024, the Debtors filed the *Notice of Filing of Second Amended Plan Supplement in Connection With Joint Chapter 11 Plan of Mobileum, Inc. and Its Affiliated Debtors* (Docket No. 184) (the “**Second Amended Plan Supplement**”).

6. In accordance with the Plan and Disclosure Statement Order, the Debtors hereby file certain exhibits to the Plan Supplement, which replace and supersede all previously filed versions of such documents, as applicable:

Exhibit C	Restructuring Transactions Exhibit
Exhibit E	Litigation Trust Agreement

7. The documents contained in the Plan Supplement, including this amendment, are integral to, and are considered part of, the Plan. These documents have not yet been approved by the Bankruptcy Court. If the Plan is confirmed, the documents contained in this Plan Supplement will be approved by the Court pursuant to the Confirmation Order.

8. The Plan Supplement documents attached hereto are not final and remain subject to (i) further review, negotiation, and modifications, and (ii) final documentation in a manner consistent with the Plan and the Restructuring Support Agreement. The Debtors reserve all rights to amend, supplement, and/or otherwise modify the Plan Supplement, and any of the documents contained therein at any time before the Plan Effective Date, or any such other date as may be permitted by the Plan or by order of the Bankruptcy Court, in accordance with the terms of the Plan and the Restructuring Support Agreement. If material amendments or modifications are made to any of these documents, the Debtors will file a blackline of each such document so amended or modified with the Bankruptcy Court marked to reflect the same.

9. A hearing to consider confirmation of the Plan is currently scheduled to begin on **Wednesday, September 11, 2024 at 1:00 p.m. (Central Time)** before the Bankruptcy Court (the “**Confirmation Hearing**”). The Confirmation Hearing may be continued from time to time by the Bankruptcy Court without further notice other than adjournments announced in open court or in the filing of a notice or a hearing agenda in these Chapter 11 Cases.

10. Copies of the exhibits contained in this Plan Supplement, and all documents filed in these Chapter 11 Cases, including the Plan and Disclosure Statement, are available free of charge by visiting <https://cases.ra.kroll.com/Mobileum>. You may also obtain copies of filings by visiting the Bankruptcy Court's website at <https://ecf.txsb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: September 11, 2024
Houston, Texas

/s/ Gabriel A. Morgan
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*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that on September 11, 2024, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Gabriel A. Morgan

Gabriel A. Morgan

Exhibit C

Restructuring Transactions Exhibit

Restructuring Transactions Exhibit¹

In accordance with the Plan and the Restructuring Support Agreement, the Debtors and Requisite Consenting First Lien Lenders have elected to implement the Purchase Transaction, pursuant to which AcquisitionCo will acquire, pursuant to the Acquisition Agreement, substantially all of the assets of the Debtors as described herein. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the *Joint Chapter 11 Plan of Mobileum, Inc. and its Affiliated Debtors*, dated July 23, 2024 (as may be amended, supplemented, or modified from time to time in accordance with the Restructuring Support Agreement and, together with all exhibits and schedules thereto) and the Disclosure Statement, as approved by the Bankruptcy Court.

The Reorganized Parent will be an indirect parent company of the acquiring company (AcquisitionCo) and will be a limited liability company (that elects to be treated as a corporation for U.S. federal, and applicable state and local, income tax purposes).

The Restructuring Transactions for the Purchase Transaction will occur on or before the Effective Date, in the order indicated and as described below.²

1. On or before the Effective Date (in no specified order):
 - a. Each of Phase 3 Innovation Holdings, Inc. and SIGOS LLC shall merge with and into Mobileum with Mobileum surviving.
 - b. AcquisitionCo (a limited liability company that has elected to be taxed as a corporation for U.S. federal, and applicable state and local, income tax purposes) and Matrix Parent shall enter into the Acquisition Agreement, providing for (among other things) the acquisition of all of the assets of Matrix Parent, representing 100% of the ownership interests of Mobile Acquisition Corp., by AcquisitionCo (after otherwise giving effect to the Plan), in consideration for (A) New Equity Interests (*i.e.*, the equity interests in Reorganized Parent, the indirect parent company of AcquisitionCo), sufficient to satisfy all Claims entitled to receive New Equity Interests pursuant to the Plan, (B) the assumption of liabilities and obligations of Matrix Parent not otherwise discharged pursuant to the Plan and otherwise satisfied by Matrix Parent on the Effective Date, and (C) the issuance of the Exit Term Loan by AcquisitionCo at the direction of and on behalf of Matrix Parent (the “**Purchase Consideration**”). The Acquisition Agreement shall also provide that, no later than the fifteenth (15th) day of the ninth (9th) month following the Effective Date,

¹ This Exhibit may be amended, supplemented, and/or otherwise modified at any time before the Effective Date, or any such other date as may be permitted by the Plan or by order of the Bankruptcy Court, in accordance with the terms of the Plan and the RSA.

² Any common stock and any equity interests in a limited liability company issued on account of the New Equity Interests shall be uncertificated.

AcquisitionCo will determine whether to elect under section 338(h)(10) of the Tax Code to treat the acquisition of any subsidiaries treated as corporations for U.S. federal income tax purposes as an acquisition of the assets of such subsidiaries for U.S. federal income tax purposes and that Intermediate will join in making such elections.³

2. On the Effective Date:

- a. Matrix Parent shall transfer to Mobile Acquisition Corp. (i) all of its rights and interests in all claims or Causes of Action that it may hold that relate to Mobileum or its affiliates and that relate to or arise from the facts underlying the allegations in the Superior Court Litigation, including, but not limited to, the Causes of Action already asserted therein and any appeals therefrom and (ii) any proceeds recovered under the representations and warranties policy no. ET111-003-478 issued to Matrix Parent, Inc. with a policy term of March 1, 2022 to March 1, 2025.
- b. Intermediate, Holdings, Matrix Parent, Mobile Acquisition Corp., Mobileum, and AcquisitionCo shall enter into a tax matters agreement (with AcquisitionCo entering into such tax matters agreement upon the closing of the Acquisition), whereby, among other things, Intermediate shall agree to designate a successor parent of the consolidated tax group and file necessary notices with the applicable taxing authorities.
- c. In accordance with the Acquisition Agreement, AcquisitionCo shall transfer the New Equity Interests and right to receive the Exit Term Loan to Matrix Parent as an advance payment of a portion of the Purchase Consideration.
- d. Matrix Parent shall distribute (or cause to be distributed) to:
 - i. the holders of Allowed DIP Claims, in full and final satisfaction, settlement, release and discharge of such Claims: (A) in exchange for the principal amount of such Allowed DIP Claims on account of the Tranche A Loans, the right to receive the Exit Term Loan (which the Exit Term Loan will be issued by AcquisitionCo, at the direction of and on behalf of Matrix Parent, upon the closing of the Purchase Transaction in 2(e) below), (B) New Equity Interests (subject to dilution by any New Equity Interests issued on account of the Management Incentive Plan) in exchange for the principal amount of such holder's Allowed DIP Claim on account such holder's principal amount of Tranche B Loans, and (C) payment in full cash of all accrued and unpaid interest and other obligations on account of the DIP Loans, in each case in accordance with Section 2.4 of the Plan;

³ In the event an election under Section 338(h)(10) of the Tax Code to treat the acquisition of Mobile Acquisition Corp. as an acquisition of its underlying assets is not made, the U.S. federal income tax consequences of the Purchase Transaction structure will be equivalent to a Deconsolidation Transaction (as defined and discussed in the Disclosure Statement).

- ii. the holders of Allowed First Lien Claims, in full and final satisfaction, settlement, release and discharge of their Allowed First Lien Claims and in accordance with Section 4.3 of the Plan, their Pro Rata Share of 96.5% of the New Equity Interests (subject to dilution by any New Equity Interests issued on account of the Management Incentive Plan and the Tranche B Loans); and
 - iii. the holders of Allowed Second Lien Debt Claims, in full and final satisfaction, settlement, release and discharge of their Allowed Second Lien Debt Claims and in accordance with Section 4.4 of the Plan, their Pro Rata Share of 3.5% of the New Equity Interests (subject to dilution by any New Equity Interests issued on account of the Management Incentive Plan and the Tranche B Loans).
 - e. Pursuant to the Acquisition Agreement, Matrix Parent shall sell its assets to AcquisitionCo in exchange for the Purchase Consideration, including the Exit Term Loan, at the direction of and on behalf of Matrix Parent to the holders of Allowed DIP Claims described in 2(d) above.
 - f. Mobile Acquisition Corp., the Consenting Sponsor, and the Consenting Creditors shall enter into the Litigation Trust Agreement.
3. After the Effective Date (and after executing any necessary documentation for any elections pursuant to Section 338(h)(10) of the Tax Code), Intermediate, Holdings, and Matrix Parent shall be dissolved or otherwise merged out of existence in furtherance of the Plan.
4. After the Effective Date, each of UnwiredSoft, Inc., We Do Technologies Americas, Inc., Convene Networks LLC, and Developing Solutions Inc. may merge with and into Mobileum with Mobileum surviving.

Exhibit E

Litigation Trust Agreement

THIS LITIGATION TRUST AGREEMENT REMAINS SUBJECT TO ONGOING REVIEW AND NEGOTIATION BY THE DEBTORS AND EACH OF THE CONSENTING PARTIES. THE RIGHTS OF ALL PARTIES ARE EXPRESSLY RESERVED.

LITIGATION TRUST AGREEMENT

This LITIGATION TRUST AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof) is made this [●] day of September, 2024 (this “Agreement”), by and among Mobile Acquisition Corp. (together with its affiliated Debtors or Reorganized Debtors, as applicable, and any successors-in-interest thereto, collectively the “Company”), Matrix TopCo, L.P., H.I.G. Technology Partners A, L.P., H.I.G. Technology Partners B, L.P., H.I.G. Europe Middle Market LBO Fund, L.P., H.I.G. Middle Market LBO Fund III, L.P., H.I.G. Matrix Co-Investors L.P., H.I.G. Capital, L.L.C., and H.I.G. Mobile, L.P. (collectively “H.I.G.”), the ad hoc group of first lien lenders represented by Milbank LLP (the “Ad Hoc Committee”), any Consenting Creditor (as defined in that certain Restructuring Support Agreement, as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “RSA”) and Ocean Ridge Capital Advisors, LLC, as trustee of the Litigation Trust referred to herein (in such capacity, the “Litigation Trustee”), and creates and establishes a litigation trust (the “Litigation Trust”) to facilitate the implementation of the Joint Chapter 11 Plan of Mobileum, Inc. and its Affiliated Debtors, dated July 23, 2024 (Docket No. 14) (as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms and provisions thereof, the “Plan”). The Company, H.I.G., the Ad Hoc Committee, any Consenting Creditor and the Litigation Trustee are sometimes referred to herein individually as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, each of the Debtors (as defined in that certain debtor-in-possession credit agreement dated July 25, 2024) filed a voluntary petition for relief (collectively, the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on July 23, 2024 in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”); and

WHEREAS, the Chapter 11 Cases are continuing and are jointly administered under case number 24-90414; and

WHEREAS, on [●], 2024, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”) with respect to the Company’s predecessors in interest (together with the Company, the “Company Parties”); and

WHEREAS, on September [●], 2024, the conditions to effectiveness of the Plan were satisfied and the Plan became effective (the “Effective Date”); and

WHEREAS, the Plan provides, among other things, for (a) the creation and establishment of the Litigation Trust, as of the Effective Date, for the benefit of the Litigation Trust Beneficiaries

set forth on **Schedule 1** attached hereto (together with their respective successors and permitted assigns, each such holder, a “Litigation Trust Beneficiary,” and collectively, the “Litigation Trust Beneficiaries”) and (b) the transfer to the Litigation Trust of the Litigation Trust Assets (as defined herein) as set forth herein; and

WHEREAS, the Company, H.I.G., the Ad Hoc Committee and Consenting Creditors (collectively, the “Contributing Parties”) agreed under the RSA, to the transfer to the Litigation Trust, pursuant to the RSA, Plan and the terms of this Agreement, of the claims asserted in the lawsuit styled *Matrix Parent, Inc. v. Audax Management Co.*, Case No. N23C-10-212 MAA CCLD (Del. Super. 2023), including any appeals therefrom (the “Superior Court Litigation”); and

WHEREAS, the Contributing Parties further agreed under the RSA to the transfer to the Litigation Trust, pursuant to the RSA, Plan and the terms of this Agreement, of all claims or Causes of Action that each of the Parties may hold that relate to Mobileum Inc. or its affiliates and that relate to or arise from the facts underlying the allegations in the Superior Court Litigation and only such claims and Causes of Action (such claims and Causes of Action, the “Trust Causes of Action”) and the proceeds of such Trust Causes of Action (the “Trust Cause of Action Proceeds”); and

WHEREAS, the Contributing Parties agreed under the RSA to the transfer to the Litigation Trust, pursuant to the RSA, Plan and the terms of this Agreement, to the transfer to the Litigation Trust of the proceeds (the “RWI Policy Proceeds” and collectively with the Trust Cause of Action Proceeds and the Trust Causes of Action, the “Litigation Trust Assets” and the proceeds of such Litigation Trust Assets, the “Litigation Trust Proceeds”) recovered under the representations and warranties policy no. ET111-003-478 issued to Matrix Parent, Inc. with a policy term of March 1, 2022 to March 1, 2025 (the “RWI Policy”); and

WHEREAS, the Parties agree that the Litigation Trust Proceeds will be distributed to the Litigation Trust Beneficiaries in accordance with this Agreement; and

WHEREAS, the Litigation Trust is intended to qualify as a “grantor trust” for U.S. federal income tax purposes, pursuant to sections 671-679 of the Internal Revenue Code of 1986, as amended (the “IRC”) and the regulations promulgated thereunder (“Treasury Regulations”), or, in the event not treated as a grantor trust, as a partnership other than a publicly traded partnership taxable as a corporation under section 7704 of the IRC; and

WHEREAS, the Litigation Trust shall not be deemed a successor in interest of any of the Company Parties for any purpose other than as specifically set forth in the Plan, the Confirmation Order or this Agreement, and upon the transfer by the Litigation Trustee of the Litigation Trust Proceeds to the Litigation Trust Beneficiaries, none of the Parties will have a reversionary or further interest in or with respect to the Litigation Trust Assets or the Litigation Trust; and

WHEREAS, in accordance with the Plan and subject to the terms of this Agreement, the Litigation Trustee shall have all powers necessary to implement the provisions of this Agreement and administer the Litigation Trust as provided herein, including, but not limited to, the powers set forth in Section 4 of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements of the Parties contained herein and in the Plan and Confirmation Order, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

For all purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

ARTICLE II ESTABLISHMENT OF THE LITIGATION TRUST

2.1 Establishment of the Litigation Trust and Appointment of the Litigation Trustee.

(a) The Parties, pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of the Bankruptcy Code, hereby establish a trust on behalf of the Litigation Trust Beneficiaries, which shall be known as the “Mobileum Litigation Trust,” on the terms set forth herein, for the primary purpose of administering and distributing (as applicable) the Litigation Trust Proceeds. In connection with the exercise of the powers of the Litigation Trustee or H.I.G., or H.I.G.’s legal counsel (together with H.I.G. each acting in such capacity, the “H.I.G. Representatives”) hereunder, the Litigation Trustee or H.I.G. Representatives, as applicable, may use this name or such variation thereof as the Litigation Trustee sees fit.

(b) The Litigation Trustee is hereby appointed as trustee of the Litigation Trust effective as of the Effective Date.

(c) The Litigation Trustee agrees to accept, administer and hold the Litigation Trust Assets in trust for the Litigation Trust Beneficiaries, subject to the provisions of the Plan, the Confirmation Order and this Agreement.

(d) The Litigation Trustee and each successor trustee serving from time to time hereunder shall have all the rights, powers, and duties as set forth herein.

(e) The Litigation Trustee is, and any successor trustee serving from time to time hereunder shall be, a “United States person” as such term is defined in Section 7701(a)(30) of the IRC.

(f) The Litigation Trustee may serve without bond.

(g) Subject to the terms of this Agreement, any action by the Litigation Trustee that affects the interests of more than one Litigation Trust Beneficiary, as the Litigation Trustee determines is necessary to effectuate the terms of this Agreement, shall be binding and conclusive on all Litigation Trust Beneficiaries even if such Litigation Trust Beneficiaries have different or conflicting interests; provided, that any such action shall not disproportionately adversely affect any single or group of Litigation Trust Beneficiaries vis a vis any other single or group of Litigation Trust Beneficiaries.

(h) For the avoidance of doubt, (i) the Litigation Trustee is not and shall not be deemed an officer, director, or fiduciary of any of the Company Parties or their respective subsidiaries except as set forth herein, and (ii) neither the Company, H.I.G. or the H.I.G. Representatives, in their respective capacities as such, is or shall be deemed a fiduciary or agent of the Litigation Trust, and such parties owe no duties or obligations to the Litigation Trust or Litigation Trust Beneficiaries, except as set forth herein.

2.2 Transfer of the Litigation Trust Assets and Cooperation.

(a) Pursuant to the Plan, as of the Effective Date, the Contributing Parties hereby irrevocably transfer, assign and deliver, and shall be deemed to have transferred, assigned and delivered, to the Litigation Trust, without recourse, all of their respective rights, title and interest in the Litigation Trust Assets, free and clear of all Liens, claims, encumbrances and interests (legal, beneficial or otherwise), which shall vest in the Litigation Trust, in trust, and, consistent with sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code, for the sole benefit of the Litigation Trustee and the Litigation Trust Beneficiaries; *provided* that the Parties may not make any disclosures that may be interpreted as a waiver by any of the Parties of any attorney-client privileges, work-product privileges, accountant-client privileges and any other evidentiary privileges or immunities in respect of records, documents or information related to the Litigation Trust Assets without first providing to the Litigation Trustee and the Litigation Trust Beneficiaries reasonable advance written notice and an opportunity to protect the Litigation Trust's rights with respect to any subsequent disclosure and the terms of any protective order, confidentiality stipulation, or similar agreement relating to such disclosure.

(b) Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall operate as a waiver of any privileges held and retained by the Company, H.I.G., the Ad Hoc Committee or the Consenting Creditors.

(c) At the reasonable request and upon reasonable advance written notice of the Litigation Trustee or any H.I.G. Representative (email being sufficient), the Company, H.I.G., the Ad Hoc Committee, any Consenting Creditor, and any party under their respective control shall, at the cost and expense of the Litigation Trust, which costs and expenses to be paid from time to time and reasonably concurrent with the incurrence of the cost or expense: (i) execute and deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed) and (ii) take, or cause to be taken, such further actions reasonably necessary to: (a) evidence or effectuate the transfer of the Litigation Trust Assets to the Litigation Trust; (b) use commercially reasonable efforts to assist the H.I.G. Representatives in the prosecution of any Causes of Action related to a Trust Causes of Action, including the production of documents or witnesses for testimony without regard to the identity of the party requesting or noticing such request or subpoena; and (c) administer the Litigation Trust Assets and distribute the Litigation Trust Proceeds in accordance with the terms hereof. Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall restrict the Company's, H.I.G.'s, the Ad Hoc Committee's, or any Consenting Creditor's respective ability to use any such instruments, documents, books, and records executed and delivered in connection with this Section 2.2(c). In assisting the H.I.G. Representatives in the prosecution of any Trust Causes of Action as provided in this section, and in any communications concerning the same, the Company, H.I.G., the Ad Hoc Committee, any Consenting Creditor, and any party under their respective control shall be deemed

to share the common legal interest of pursuing or defending litigation related to the Trust Causes of Action and maximizing recoveries for the Litigation Trust Beneficiaries, and any privileged communications or documents shared pursuant to providing such assistance shall be subject to the common-interest privilege. The Parties Agree that none of them, or any party under their respective control, shall disclose or provide to any third-parties any documents or communications subject to the common-interest privilege identified herein without the consent of the H.I.G. Representatives, except as required by any law, rule, professional standard, regulation, policy statement, court order, legal, judicial or administrative process, or other similar process.

(d) The H.I.G. Representatives shall, in good faith, investigate and analyze the merits of each Cause of Action prior to instituting any action or proceeding at law relating to the Trust Causes of Action. Any Cause of Action arising from a Trust Cause of Action and asserted after the Effective Date will be prosecuted in the name of the “Mobileum Litigation Trust”, or the Litigation Trustee or H.I.G., acting on behalf on the Litigation Trust, in accordance with the applicable governing law of the jurisdiction in which any such Cause of Action is brought.

(e) Notwithstanding anything to the contrary, the Litigation Trustee and the H.I.G. Representatives are prohibited from publicizing or identifying in publicly available material any of the members of the Ad Hoc Committee or Consenting Creditors except as required by law. In the event that the H.I.G. Representatives must identify a member of the Ad Hoc Committee or Consenting Creditor, the H.I.G. Representatives shall use best efforts to obtain confidential treatment of such identification, including seeking to submit any court filing including such information under seal.

(f) For all U.S. federal, state and local income tax purposes, all parties (including, without limitation, the Company Parties, the Litigation Trustee and the Litigation Trust Beneficiaries) shall treat the transfer of the Litigation Trust Assets to the Litigation Trust in accordance with Section 7.1.

(g) The Company’s transfer of the Litigation Trust Assets to the Litigation Trust under the Plan shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax, pursuant to section 1146(a) of the Bankruptcy Code.

2.3 Funding of the Litigation Trust; Payment of Fees and Expenses.

(a) The Litigation Trust shall be funded with \$25,000 by the Company consistent with the Plan, which shall be used to administer the Litigation Trust Assets and pay the reasonable, documented, out-of-pocket fees, expenses and costs of the Litigation Trust, including, without limitation, reasonable, documented, out-of-pocket fees and expenses incurred by advisors or professionals retained by the Litigation Trustee (collectively, the “Litigation Trust Professionals”).

(b) The Litigation Trustee may incur any reasonable and necessary expenses in connection with the performance of its duties under the Plan, the Confirmation Order and this Agreement, including in connection with retaining Litigation Trust Professionals or entering into agreements pursuant to Section 4.6. All reasonable, documented, out-of-pocket fees, expenses,

and costs of the Litigation Trust and of the Litigation Trust Professionals shall be paid solely from the Litigation Trust Assets, and solely be the obligation of the Litigation Trust.

(c) The Litigation Trustee shall routinely, as needed, submit invoices to the Company for reimbursement of reasonable, documented fees and expenses as permitted and set forth herein, which invoices shall be paid by the Company within a reasonable time but no later than 30 days following receipt of the invoice. For the avoidance of doubt, such documented fees and expenses of the Litigation Trustee advanced by the Company shall be reimbursed to the Company consistent with Section 4.5 hereof.

(d) Any failure or inability of the Litigation Trust to obtain funding for the Litigation Trust will not affect the enforceability of this Agreement.

2.4 Title to the Litigation Trust Assets. The transfer of the Litigation Trust Assets to the Litigation Trust pursuant to Section 2.2 is being made for the sole benefit, and on behalf, of the Litigation Trust Beneficiaries. Except as otherwise provided in Section 2.2(a), upon the transfer of the Litigation Trust Assets to the Litigation Trust, the Litigation Trust shall succeed to all of the Company's, the Estate's, H.I.G.'s, Ad Hoc Committee's, Consenting Creditors', and the Litigation Trust Beneficiaries' rights, title and interest in the Litigation Trust Assets, and no other Person shall have any interest, legal, beneficial or otherwise, in the Litigation Trust or the Litigation Trust Assets upon the assignment and transfer of such assets to the Litigation Trust, except as otherwise provided in this Agreement.

2.5 Nature and Purpose of the Litigation Trust.

(a) Purpose. The Litigation Trust is organized and established as a trust pursuant to which the Litigation Trustee and/or the H.I.G. Representatives, as applicable, subject to the terms and conditions of this Agreement, shall administer the Litigation Trust Assets and distribute the Litigation Trust Proceeds on behalf, and for the benefit, of the Litigation Trust Beneficiaries. The Litigation Trust shall (i) serve as a mechanism for distributing the Litigation Trust Proceeds in a timely fashion for the benefit of the Litigation Trust Beneficiaries in accordance with this Agreement, and (ii) serve as a mechanism for the purpose of administering the Litigation Trust Assets, with no objective to continue or engage in the conduct of a trade or any other business, except to the extent reasonably necessary to, and consistent with, the purpose of the Litigation Trust. The primary purpose of the Litigation Trust is to, in an expeditious and orderly manner, monetize and convert the Litigation Trust Assets to Cash and make timely distributions to the Litigation Trust Beneficiaries in accordance with this Agreement. The Litigation Trustee shall be obligated to make continuing reasonable efforts to timely distribute the Litigation Trust Proceeds and not unreasonably prolong the duration of the Litigation Trust.

(b) Relationship. This Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Litigation Trust is not intended to be, and shall not be deemed to be, or be treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Litigation Trustee or the Litigation Trust Beneficiaries for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers, provided however, that if the Litigation Trust is not respected as a "grantor trust" for U.S. federal, state and

local income tax purposes, it is intended to be treated as a joint ownership arrangement or partnership solely for such tax purposes. The relationship of the Litigation Trust Beneficiaries, on the one hand, to the Litigation Trustee, on the other hand, shall be solely that of a beneficiary of a trust and shall not be deemed a principal and agency relationship, and their rights shall be limited to those conferred upon them by this Agreement.

(c) Relationship to and Incorporation of the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and the Confirmation Order, and therefore this Agreement incorporates the applicable provisions thereof by reference. To that end and subject to the provisions of the Plan, the Litigation Trustee shall have full power and authority to take any action consistent with this Agreement, the provisions of the Plan and the Confirmation Order, and to seek any orders from the Bankruptcy Court solely in furtherance of this Agreement. As among the Litigation Trust, the Litigation Trustee, and the Litigation Trust Beneficiaries, if any provisions of this Agreement regarding the matters that are the subject of this Agreement, including management of the litigation and distribution of Proceeds from the Trust, are found to be inconsistent with the provisions of the Plan or the Confirmation Order, this Agreement shall have controlling effect.

2.6 Appointment as Representative. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Litigation Trustee shall be the duly appointed representative of the Estates and, as such, to the extent provided herein, the Litigation Trustee succeeds to the rights and powers of a trustee in bankruptcy solely with respect to the Litigation Trust Assets, subject to the limitations and powers enumerated under Article IV of this Agreement. To the extent that any of the Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, the Litigation Trust Assets shall be deemed to have been retained by the Company and/or H.I.G., as applicable (in both cases, other than for tax purposes) and the Litigation Trustee shall be deemed to have been designated as a representative of the Company to the extent provided herein pursuant to section 1123(b)(3)(B) of the Bankruptcy Code solely to administer such Litigation Trust Assets on behalf of the Company for the benefit of the Litigation Trust Beneficiaries. Notwithstanding the foregoing, all Litigation Trust Proceeds shall be distributed to the Litigation Trust Beneficiaries consistent with the provisions of this Agreement.

ARTICLE III

LITIGATION TRUST INTERESTS

3.1 Litigation Trust Interests. On the date hereof, the Litigation Trust shall issue the beneficial interests in the Litigation Trust (the “Litigation Trust Interests”) to the Litigation Trust Beneficiaries in accordance with the terms of this Agreement. The Litigation Trust Beneficiaries shall be entitled to distributions from the Litigation Trust Assets in accordance with the terms of this Agreement including, without limitation, Section 4.5(a) below. The Litigation Trust Interests will be represented by entries on the books and records of the Litigation Trust. The Litigation Trust will not issue any certificate or certificates to evidence any Litigation Trust Interests.

3.2 Interests Beneficial Only. The ownership of the beneficial interests in the Litigation Trust shall not entitle the Litigation Trust Beneficiaries to any title in or to the Litigation Trust

Assets as such (which title shall be vested in the Litigation Trust) or to any right to call for a partition or division of the Litigation Trust Assets or to require an accounting.

3.3 Transferability of Litigation Trust Interests. The Litigation Trust Interests shall not be freely negotiable or transferable except (i) to an Affiliate, (ii) pursuant to a pledge or grant of a security interest by the Company in its Litigation Trust Interests to secure the obligations under that certain Credit Agreement dated as of September [], 2024 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Exit Credit Agreement”), among Reorganized Mobileum Parent, LLC as Holdings, Reorganized Mobile Acquisition Corp. as Borrower, the lenders party thereto, Acquiom Agency Services LLC and Seaport Loan Products LLC as co-administrative agents and Acquiom Agency Services LLC as collateral agent; provided that the administrative agent may enforce remedies as set forth in the Exit Credit Agreement, or (iii) to the extent provided by operation of law under applicable U.S. federal and state securities laws, provided, however, that any transfer or disposition of Litigation Trust Interests under clauses (i), (ii), or (iii) shall be void ab initio if such transfer or disposition would require the Litigation Trustee to comply with the registration and reporting requirements of the Securities Act of 1933, as amended (the “Securities Act”), the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Trust Indenture Act of 1939, as amended (the “TIA”), or the Investment Company Act of 1940, as amended (the “Investment Company Act”). Any transfer of Litigation Trust Interests shall be recorded on the books and records of the Litigation Trust. The Litigation Trustee may request from any proposed transferor any information or representations and warranties regarding the transfer of Litigation Trust Interests which the Litigation Trustee deems necessary in order to determine that such transfer would not constitute a violation of applicable federal and state securities laws. The transferor or transferee of Litigation Trust Interests shall be responsible for any reasonable, documented expenses incurred by the Litigation Trustee in connection with the processing of any such transfer.

3.4 Trust Register. The Litigation Trustee shall cause to be kept at its office, or at such other place or places as shall be designated by the Litigation Trustee from time to time, a registry of the Litigation Trust Beneficiaries (the “Trust Register”), which shall be maintained pursuant to such reasonable regulations as the Litigation Trustee may prescribe.

3.5 Exemption from Registration. The Parties hereto intend that the rights of the Litigation Trust Beneficiaries arising in this Litigation Trust shall not be “securities” under applicable laws, but none of the Parties represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the Parties intend for the exemption from registration provided by section 1145 of the Bankruptcy Code and under applicable securities laws to apply to the issuance of the Litigation Trust Interests to the Litigation Trust Beneficiaries under the Plan. Subject to Section 3.3, the Litigation Trustee may amend this Agreement in accordance with Article IX hereof to make such changes as are deemed necessary or appropriate, with the advice of counsel, to ensure that the Litigation Trust is not subject to registration or reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act. The Litigation Trust Interests shall not have consent or voting rights or otherwise confer on the Litigation Trust Beneficiaries any rights similar to the rights of a shareholder of a corporation in respect of any actions taken or to be taken by the Litigation Trustee in connection with the Litigation Trust.

3.6 Effect of Death, Dissolution, Incapacity or Bankruptcy of Beneficiary. The death, dissolution, incapacity or bankruptcy of any Litigation Trust Beneficiary during the term of the Litigation Trust shall not (a) operate to terminate the Litigation Trust, (b) entitle the representatives or creditors of the deceased, incapacitated or bankrupt party to an accounting, (c) entitle the representatives or creditors of the deceased, dissolved, incapacitated or bankrupt party to take any action in the Bankruptcy Court or elsewhere for the distribution of the Litigation Trust Proceeds or for a partition thereof, or (d) otherwise affect the rights and obligations of any of the Litigation Trust Beneficiaries under this Agreement.

3.7 Wiring Instructions. The Litigation Trust Beneficiaries shall provide their respective wiring instructions to the Litigation Trustee in writing within 14 days of the Effective Date. Any Litigation Trust Beneficiaries may, after the Effective Date, select alternative wire instructions by providing notice to the Litigation Trustee identifying such alternative wire instructions. Such notification shall be effective only upon receipt by the Litigation Trustee. Absent actual receipt of such notice by the Litigation Trustee, the Litigation Trustee shall not recognize any such change of wire instructions.

3.8 Absolute Owners. The Litigation Trustee may deem and treat any Litigation Trust Beneficiary reflected as the owner of a Litigation Trust Interest on the applicable Trust Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof, for U.S. federal, state and local income tax purposes and for all other purposes whatsoever.

3.9 No Standing. Other than as expressly contemplated herein, no Litigation Trust Beneficiary shall have standing to direct the Litigation Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Litigation Trust Assets.

ARTICLE IV

RIGHTS, POWERS AND DUTIES OF LITIGATION TRUSTEE AND/OR THE H.I.G. REPRESENTATIVES

4.1 Role of the Litigation Trustee. In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, subject to the terms and conditions contained in this Agreement, the Litigation Trustee shall, subject to Section 4.3 hereof, (i) receive, manage, supervise and protect the Litigation Trust Assets upon its receipt of same on behalf of and for the benefit of the Litigation Trust Beneficiaries; (ii) prepare and file all required tax returns and pay all taxes and all other obligations of the Litigation Trust; (iii) make timely distributions of the Litigation Trust Proceeds to the Litigation Trust Beneficiaries in accordance with Section 4.5; (iv) dissolve the Litigation Trust; and (v) have all such other responsibilities as may be vested in the Litigation Trustee pursuant to the Plan, the Confirmation Order, this Agreement, and all other applicable orders of the Bankruptcy Court. The Litigation Trustee shall be responsible for all decisions and duties with respect to the powers and responsibilities delegated herein, and such decisions and duties shall be carried out in accordance with this Agreement. In all circumstances, the Litigation Trustee shall act in the best interests of the Litigation Trust Beneficiaries and in furtherance of the purpose of the Litigation Trust, make timely distributions of any Litigation Trust Assets, and otherwise monetize the Litigation Trust Assets and not unreasonably prolong the duration of the Litigation Trust.

4.2 Fiduciary Duties. The Litigation Trustee shall have fiduciary duties to the Litigation Trust Beneficiaries except as to duties delegated to the H.I.G. Representatives pursuant to this Agreement; *provided, however*, that the Litigation Trustee shall not owe fiduciary obligations to any defendants of or adverse parties to the Litigation Trust Beneficiaries in their capacities as such, it being the intent of such fiduciary duties to ensure that the Litigation Trustee's obligations are to maximize the value of the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries.

4.3 Authority to Prosecute and Settle Trust Causes of Action.

(a) Subject to the provisions of this Agreement, the Litigation Trustee hereby delegates to H.I.G. or the H.I.G. Representatives, acting by and through its counsel, Holwell Shuster & Goldberg LLP, and such counsel as it may choose from time to time (subject to Section 4.3(e) herein), and the H.I.G. Representatives the absolute and exclusive authority to continue to prosecute the Superior Court Litigation and to prosecute, pursue, compromise, settle, or abandon any and all Trust Causes of Action (including any counterclaims asserted against the Litigation Trust) as it determines in the best interest of the Litigation Trust Beneficiaries, consistent with the purposes of the Litigation Trust, including the right to (i) assert and prosecute new Causes of Action or claims, whether in new proceedings or by amending the existing lawsuits pursuant to the Trust Causes of Action; *provided* that the H.I.G. Representatives shall consult with the Litigation Trust Beneficiaries at least 10 days prior to asserting and prosecuting any new Causes of Action or claims, (ii) subject to Section 4.3(e) herein, retain additional advisors or experts to assist in the prosecution of the Superior Court Litigation or any other Trust Cause of Action, and (iii) propose, respond to, accept or reject settlement offers as set forth herein; *provided, however*, that the H.I.G. Representatives (1) shall not accept nor offer a settlement proposal in connection with the Superior Court Litigation below \$50 million without the consent of the Ad Hoc Committee or, following consummation of the Plan, the Company (each a "Consent Party," and together, the "Consent Parties"); and (2) shall not reject a settlement proposal in connection with the Superior Court Litigation above \$150 million without the Consent Parties' consent; and (3) shall not offer, accept or reject any settlement proposal regarding any Causes of Action relating to Trust Causes of Action (other than the Superior Court Litigation) without the consent, not to be unreasonably withheld, of the Litigation Trust Beneficiaries. The H.I.G. Representatives shall timely request such consent from the Consent Parties where applicable and each Consent Party shall respond in writing (which may be by e-mail) to the H.I.G. Representatives' request for consent within seven (7) days following receipt of a consent request. The Consent Party's failure to respond within seven (7) days shall be treated as consent.

(b) To the extent a dispute arises between the H.I.G. Representatives and a Consent Party relating to the Consent Party's consent rights regarding settlement of the Superior Court Litigation as set forth in Section 4.3(a)(iii), the H.I.G. Representatives and the applicable Consent Party shall resolve all such disputes through a binding, confidential dispute resolution process, to be completed within thirty (30) Business Days (or such shorter time as may be necessary where there are exigent litigation deadlines), conducted by an independent arbitrator. The arbitrator will determine whether the H.I.G. Representatives' proposed acceptance or rejection of any settlement proposal as set forth in Section 4.3(a)(iii) is reasonable and supported by the

viability of the claims and relevant facts and circumstances regarding the Superior Court Litigation.

(c) Subject to the provisions of this Agreement, the H.I.G. Representatives shall have no liability for the outcome of its decisions as to whether to prosecute, pursue, compromise, settle or abandon any and all Trust Causes of Action except for any damages caused by fraud or willful misconduct as determined by a Final Order issued by a court of competent jurisdiction.

(d) Notwithstanding anything to the contrary in this Agreement, the Litigation Trustee shall not have the (i) right, power, or authority to prosecute, defend, or settle any contributed claims, the Superior Court Litigation or the Chancery Suit or (ii) or any authority that conflicts with Sections 4.3(a)-(c) hereof.

(e) The H.I.G. Representatives may retain such additional counsel, advisors or experts as it deems necessary to assist in the prosecution of the Superior Court Litigation or any other Trust Cause of Action until the aggregate accrued expenses, whether paid or unpaid, of such additional counsel, advisors or experts is equal to \$500,000 (the “Expense Cap”), and after such time, any further retentions shall be subject to the advance to advance authorization, not to be unreasonably withheld, of the Litigation Trust Beneficiaries. For the avoidance of doubt, the ongoing fees and expenses of Holwell Shuster & Goldberg LLP as primary litigation counsel shall not be included in calculating the Expense Cap.

4.4 Liquidation of Litigation Trust Assets. The Litigation Trustee, in the exercise of its reasonable business judgment, shall, in an expeditious but orderly manner make timely distributions of the Litigation Trust Proceeds in accordance with this Agreement, and not unduly prolong the existence of the Litigation Trust.

4.5 Distributions.

(a) The Litigation Trustee shall make distributions of the Litigation Trust Proceeds to the Litigation Trust Beneficiaries as follows:

(i) First, to repay in full on a pro rata basis:

(A) all of H.I.G.’s reasonable and documented litigation costs and expenses in connection with (x) its and if applicable, the H.I.G. Representatives’, prosecution, evaluation, settlement or abandonment of the Superior Court Litigation and any Trust Causes of Action, *provided, that* the RWI Policy Proceeds applied to repay the litigation costs and expenses described in clause (x) shall not exceed \$8 million, (y) pursuing recoveries under the RWI Policy, including all costs and expenses of Hunton Andrews Kurth LLP as insurance counsel and recovery for any deductible under the RWI Insurance paid for or payable by H.I.G., and (z) defending the Chancery Suit (defined herein), including all legal fees and expenses related thereto to the extent not otherwise previously indemnified by the Company or else reimbursed under any applicable insurance policy, including but not limited to the RWI Policy, the Federal Insurance Company Directors and

Officers policy number 8262-8664, or under the excess Directors and Officers policy number MLP 7916992-1 issued by Zurich American Insurance Company;

(B) all of the Company's reasonable and documented litigation costs and expenses in connection with (x) pursuing recoveries in the Superior Court Litigation on affirmative claims of the Superior Court Litigation Plaintiffs¹; and (y) defending the Chancery Suit, including all legal fees and expenses related thereto to the extent not otherwise reimbursed under any applicable insurance policy, including but not limited to the RWI Policy, the Federal Insurance Company Directors and Officers policy number 8262-8664, or under the excess Directors and Officers policy number MLP 7916992-1 issued by Zurich American Insurance Company; and

(C) any reasonable and documented fees and expenses of Milbank LLP as counsel to the Ad Hoc Committee incurred solely in connection with H.I.G.'s prosecution of the Superior Court Litigation following the Effective Date, and not, for the avoidance of doubt, any fees and expenses of Milbank LLP incurred pursuant to Sections 6.4 and 6.5 hereunder;

(D) any Reimbursable Expenses (as defined herein) incurred by the Company pursuant to Section 6.4 hereof; provided that, the RWI Policy Proceeds shall not be applied to reimbursement of costs under Section 6.4 hereof unless H.I.G. shall have been previously paid in full for its expenses payable under Section 4.5(a)(i)(A) hereunder; *provided, further*, that the Litigation Trust Proceeds applied to repay any Reimbursable Expenses payable to the Company described in this clause (D) shall not exceed \$1,000,000;

(ii) Second, any Reimbursable Expenses incurred by (a) the Consenting Creditors pursuant to and consistent with Section 6.4 hereof not otherwise reimbursed pursuant to Section 4.5(a)(i)(D) in an amount not to exceed \$1,500,000 and (b) the Company pursuant to Section 6.4 hereof in an amount not to exceed \$500,000;

(iii) Third, allocated amongst H.I.G. and the Company at a ratio of 50% in favor of H.I.G. and 50% in favor of the Company until the Company has recovered \$200 million of the Litigation Trust Proceeds, net of any tax obligations arising in connection with any such proceeds, including any tax obligations of or payable by the Company (including tax obligations of any consolidated, combined or unitary tax group of which the Company, or any items of income of the Company, is included); in connection with the receipt of proceeds pursuant to this clause (iii), each of H.I.G. and the Company shall provide the other and the Litigation Trustee with such person's good faith determination of the amount of taxes, if any, payable by such person, or its direct or indirect beneficial owners (or

¹ "Superior Court Litigation Plaintiffs" means, collectively, Matrix Parent, Inc.; H.I.G. Mobile, L.P.; H.I.G. Europe Middle Market LBO Fund, L.P.; H.I.G. Middle Market LBO Fund III, L.P.; H.I.G. Technology Partners A, L.P.; H.I.G. Technology Partners B, L.P.; and H.I.G. Matrix Co-Investors, L.P.

with respect to such person's share of the Litigation Trust Proceeds), *provided*, that, the Company's 50% allocation pursuant to this Section 4.5(a)(iii) shall be net of (x) any Reimbursable Expenses incurred by the Consenting Creditors not already paid and (y) the Loss reimbursement under Sections 6.5;

(iv) Fourth, additional proceeds shall be payable solely to H.I.G. until H.I.G. has recovered an additional \$65 million, net of any tax obligations, in excess of its recoveries in the first and second clauses herein; in connection with the receipt of proceeds pursuant to this clause (iii), H.I.G. shall provide the Company and the Litigation Trustee with such person's good faith determination of the amount of taxes, if any, payable by such person, or its direct or indirect beneficial owners (or with respect to such person's share of the Litigation Trust Proceeds); and

(v) Fifth, all remaining proceeds to be allocated amongst H.I.G. and the Company at a ratio of 50% in favor of H.I.G. and 50% in favor of the Company.

(b) Distributions of the Litigation Trust Proceeds shall be net of any applicable operating expenses incurred by the Litigation Trust, including, for the avoidance of doubt, the payment of the fees and expenses of the Litigation Trust in accordance with Section 2.3 hereof and any other expenses initially reimbursed by the Company, and only to the extent that the Litigation Trust has sufficient Litigation Trust Proceeds available to make such distributions in accordance with and to the extent provided for in this Agreement and after any reserves deemed necessary or appropriate by the Litigation Trustee.

(c) In the reasonable discretion of the Litigation Trustee, the Litigation Trustee shall distribute at least annually all Cash on hand (including, but not limited to, the net income and the Litigation Trust Proceeds, if any, from any disposition of the Superior Court Litigation, any Cash received on account of or representing Litigation Trust Assets, and treating as Cash for purposes of this Section 4.5 any permitted investments under Section 4.9) in the manner set forth in this Agreement; *provided, however*, that the Litigation Trustee may retain Litigation Trust Assets reasonably necessary to fund its operation in accordance with Section 2.3 and to satisfy other obligations of the Litigation Trust under the Plan and this Agreement.

(d) The Litigation Trustee shall make distributions to Litigation Trust Beneficiaries via wire transfer to the bank account of each such Litigation Trust Beneficiary as indicated on the Litigation Trust's records as of the applicable distribution date. Any distribution of Cash by the Litigation Trust shall be made by the Litigation Trustee via wire transfer from a bank account established in the name of the Litigation Trust on or subsequent to the Confirmation Date at a domestic bank selected by the Litigation Trustee (the "Litigation Trust Account"). If any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Litigation Trustee is notified in writing of the then-current bank account of such holder, at which time such distribution shall be made as soon as reasonably practicable after such distribution has become deliverable or has been claimed to such holder without interest.

(e) Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

4.6 Retention of Counsel and Other Professionals. The Litigation Trustee, without further order of the Bankruptcy Court but subject to advance authorization of the Litigation Trust Beneficiaries in all cases, may employ Litigation Trust Professionals as the Litigation Trustee reasonably deems necessary to aid it in fulfilling its obligations under this Agreement, and on whatever reasonable or customary fee arrangement the Litigation Trustee deems appropriate for the performance of its duties under this Agreement. Litigation Trust Professionals engaged by the Litigation Trustee shall not be required to file applications to receive compensation for services rendered and reimbursement of actual out-of-pocket expenses incurred. Unless an alternative fee arrangement has been agreed to by the Parties, Litigation Trust Professionals retained by the Litigation Trustee shall be compensated from the Litigation Trust Assets.

4.7 Management of Litigation Trust Assets.

(a) Except as otherwise provided in this Agreement including Section 4.3 hereof, and subject to Treasury Regulations governing grantor trusts and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the Litigation Trustee may control and exercise authority over the Litigation Trust Assets, over the management and disposition thereof, and over the management and conduct of the Litigation Trust, in each case, as necessary or advisable to enable the Litigation Trustee to fulfill the intents and purposes of this Agreement. No Person dealing with the Litigation Trust will be obligated to inquire into the authority of the Litigation Trustee in connection with the acquisition, management, protection, conservation or disposition of the Litigation Trust Assets.

(b) In connection with the management and use of the Litigation Trust Assets and except as otherwise expressly limited in the Plan, the Confirmation Order or this Agreement, the Litigation Trustee and H.I.G. Representatives, as applicable, will have, in addition to any powers conferred upon the Litigation Trustee and the H.I.G. Representatives by any other provision of this Agreement, the power to take any and all actions as, in the Litigation Trustee's or H.I.G. Representatives' respective reasonable discretion, are necessary or advisable to effectuate the primary purposes of the Litigation Trust, including, without limitation, the power and authority to, as applicable and as more fully set forth in this Agreement, (i) pay taxes and other obligations owed by the Litigation Trust or incurred by the Litigation Trustee; (ii) engage and compensate, subject to Sections 2.3 and 4.3, from the Litigation Trust Assets, to the extent provided herein, the Litigation Trust Professionals to assist the Litigation Trustee with respect to the Litigation Trustee's responsibilities; and (iii) act and implement the Plan, this Agreement, and applicable orders of the Bankruptcy Court (including, as applicable, the Confirmation Order).

4.8 Additional Powers of the Litigation Trustee. In addition to any and all of the powers enumerated above, and except as otherwise provided in the Plan, the Confirmation Order or this Agreement, and subject to the Treasury Regulations governing grantor trusts and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, the Litigation Trustee shall be empowered to:

(a) hold legal title to any and all rights in or arising from the Litigation Trust Assets, including, but not limited to, the right to collect any and all money and other property belonging to the Litigation Trust (including any Litigation Trust Assets);

(b) protect and enforce the rights of the Litigation Trust in and to the Litigation Trust Assets by any method deemed reasonably appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law (whether foreign or domestic) and general principles of equity;

(c) determine and satisfy any and all liabilities created, incurred or assumed by the Litigation Trust;

(d) make all payments relating to the Litigation Trust;

(e) obtain reasonable insurance coverage with respect to the potential liabilities and obligations of the Litigation Trust and the Litigation Trustee under this Agreement (in the form of a directors and officers policy, an errors and omissions policy, or otherwise, all at the sole cost and expense of the Litigation Trust);

(f) receive, manage, invest, supervise, protect, and liquidate the Litigation Trust Assets, withdraw and make distributions from and pay taxes and other obligations owed by the Litigation Trust from funds held by the Litigation Trustee or the Litigation Trust in the Litigation Trust Account as long as such actions are consistent with the Litigation Trust's status as a "grantor trust" pursuant to sections 671-679 of the IRC and the Treasury Regulations thereunder and are merely incidental to the Litigation Trust's liquidation and dissolution;

(g) prepare, or have prepared, and file, if necessary, with the appropriate Governmental Unit any and all tax returns, information returns, and other required documents with respect to the Litigation Trust (including, without limitation, U.S. federal, state, local or foreign tax or information returns required to be filed by the Litigation Trust); pay taxes properly payable by the Litigation Trust; and cause all taxes payable by the Litigation Trust to be paid exclusively out of the Litigation Trust Assets;

(h) request any appropriate tax determination with respect to the Litigation Trust, including, without limitation, a determination pursuant to section 505 of the Bankruptcy Code;

(i) make tax elections by and on behalf of the Litigation Trust, which are deemed by the Litigation Trustee, either independently or with the advice of Litigation Trust Professionals, to be in the best interest of maximizing the liquidation value of the Litigation Trust Assets;

(j) retain and reasonably compensate Litigation Trust Professionals for services rendered and expenses incurred in the performance of such reviews or audits of the financial books and records of the Litigation Trust as may be appropriate in the Litigation Trustee's reasonable discretion and the preparation and filing of any tax returns or informational returns for the Litigation Trust as may be required;

(k) take or refrain from taking any and all actions the Litigation Trustee reasonably deems necessary for the continuation, protection, and maximization of the Litigation Trust Assets consistent with the purposes hereof;

(l) take all steps and execute all instruments and documents the Litigation Trustee reasonably deems necessary to effectuate the Litigation Trust;

(m) provide for the distributions of the proceeds of any Litigation Trust Proceeds in accordance with the provisions of this Agreement;

(n) take all actions the Litigation Trustee reasonably deems necessary to comply with this Agreement (including all obligations thereunder);

(o) in the event that the Litigation Trust shall fail or cease to qualify as a “grantor trust” within the meaning of sections 671-679 of the IRC, take any and all necessary actions as it shall reasonably deem appropriate to have such assets treated as held for the Litigation Trust Beneficiaries as joint owners or as held by an entity classified as a partnership for U.S. federal tax purposes; and

(p) exercise such other powers as may be vested in the Litigation Trustee pursuant to the Plan, the Confirmation Order, this Agreement, any order of the Bankruptcy Court or as otherwise determined by the Litigation Trustee to be reasonably necessary and proper to carry out the obligations of the Litigation Trustee in relation to the Litigation Trust.

4.9 Limitations on Power and Authority of the Litigation Trustee. Notwithstanding anything in this Agreement to the contrary, the Litigation Trustee will not have the authority to do any of the following:

(a) take any action in contravention of the Plan, the Confirmation Order, or this Agreement;

(b) possess property of the Litigation Trust or assign the Litigation Trust’s rights in specific property for any purpose other than as provided herein;

(c) cause or permit the Litigation Trust to engage in any trade or business;

(d) receive transfers of any listed stocks or securities or any readily marketable assets or any operating assets of a going business; *provided, however*, that in no event shall the Litigation Trustee receive any investment that would jeopardize treatment of the Litigation Trust as a “grantor trust” for U.S. federal income tax purposes within the meaning of sections 671-679 of the IRC, or any successor provision thereof;

(e) receive or retain any operating assets of an operating business, a partnership interest in a partnership that holds operating assets or 50% or more of the stock of a corporation with operating assets; *provided, however*, that in no event shall the Litigation Trustee receive or retain any asset or interest that would jeopardize treatment of the Litigation Trust as a “grantor trust” for U.S. federal income tax purposes under sections 671-679 of the IRC or any successor provision thereof;

(f) take any other action or engage in any investments or activities that would jeopardize treatment of the Litigation Trust as a “grantor trust” for U.S. federal income tax purposes under sections 671-679 of the IRC, or any successor provision thereof or would cause

the Litigation Trust to be treated as a corporation or publicly traded partnership taxable as a corporation under section 7704 of the IRC; or

(g) commence, continue, prosecute, seek to pursue, or settle any Causes of Action with respect to a Trust Cause of Action or the Superior Court Litigation, which authority shall vest solely with the H.I.G. Representatives as set forth in this Agreement.

4.10 Books and Records.

(a) The Litigation Trustee shall maintain books and records relating to any income realized from the Litigation Trust Assets and the payment of, costs and expenses of, and liabilities of claims against or assumed by, the Litigation Trust in such detail and for such period of time as may be necessary to enable him/her/it to make full and proper accounting in respect thereof and in accordance with applicable law. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Litigation Trust. Nothing in this Agreement requires the Litigation Trustee to file any accounting or seek approval of any court with respect to the administration of the Litigation Trust or as a condition for managing any payment or distribution out of the Litigation Trust Proceeds, except as may otherwise be set forth in the Plan or the Confirmation Order.

(b) The Litigation Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Litigation Trustee, to inspect and, at the sole expense of such Litigation Trust Beneficiary seeking the same, make copies of the books and records relating to the Litigation Trust on any business day and as often as may be reasonably be desired, in each case for a purpose reasonably related to such Litigation Trust Beneficiary's interest in the Litigation Trust.

4.11 Reports. The fiscal year of the Litigation Trust shall be the calendar year. Within 60 days after the end of each calendar year during the term of the Litigation Trust, and within 30 days after the end of each calendar quarter during the term of the Litigation Trust (other than the fourth quarter) and as soon as practicable upon termination of the Litigation Trust, the Litigation Trustee shall make available, upon request of a Litigation Trust Beneficiary, a written report including: (i) financial statements of the Litigation Trust for such period, and, if the end of a calendar year, an unaudited report reflecting the result of such agreed-upon procedures relating to the financial accounting administration of the Litigation Trust as proposed by the Litigation Trustee; (ii) a summary description of any action taken by the Litigation Trust which, in the judgment of the Litigation Trustee, materially affects the Litigation Trust and of which notice has not previously been given to the Litigation Trust Beneficiaries; (iii) a written report detailing the distributions made by the Litigation Trust to date; and (iv) any other material information relating to the Litigation Trust Assets and the administration of the Litigation Trust deemed appropriate to be disclosed by the Litigation Trustee. In addition, the Litigation Trust shall provide unaudited financial statements to each Litigation Trust Beneficiary on a quarterly basis. The H.I.G. Representatives (or their designated counsel) shall provide, upon the reasonable request of a Litigation Trust Beneficiary, a description of the progress of the Superior Court Litigation, the Chancery Suit and any Causes of Action relating to the Trust Causes of Action.

ARTICLE V
THE LITIGATION TRUSTEE GENERALLY

5.1 Independent Litigation Trustee. The Litigation Trustee, in accordance with the Plan and the Confirmation Order, shall be a professional natural person or financial institution with experience administering litigation trusts.

5.2 Litigation Trustee's Compensation and Reimbursement.

(a) **Compensation.** The Litigation Trustee shall receive compensation from the Litigation Trust as provided on Exhibit A hereto (the "Litigation Trustee Compensation").

(b) **Expenses.** The Litigation Trust will reimburse the Litigation Trustee for all actual, reasonable and documented out-of-pocket expenses incurred by the Litigation Trustee in connection with the performance of the duties of the Litigation Trustee hereunder, including but not limited to, actual, reasonable and documented fees and disbursements of the Litigation Trustee's legal counsel incurred in connection with the review, execution, and delivery of this Agreement and related documents (collectively, the "Litigation Trustee Expenses" and, together with the Litigation Trustee Compensation, the "Litigation Trustee Fees"); *provided* that the reimbursement of any Litigation Trustee Expenses exceeding \$10,000, in the aggregate, shall require the prior approval of H.I.G. and the Company. For the avoidance of doubt, H.I.G. shall pay all costs related to prosecution and settlement of the Superior Court Litigation and such costs shall not be deemed Litigation Trustee Fees and shall not be paid from the Litigation Trust Assets except as provided for in Section 4.5(a) of this Agreement. No cost incurred in the prosecution, defense, or settlement by H.I.G. in connection with the suit captioned *AG Mobile Holdings, L.P. v. H.I.G. Mobile, LP, Matrix Topco, LP, Matrix Topco GP, LLC; H.I.G. Technology Partners, LLC; Nishant Nayyar; Alexander Thorn and Gavin Patterson*, in the Court of Chancery of the State of Delaware C.A. no. 2023-1103, and any appeals therefrom (the "Chancery Suit"), shall be deemed Litigation Trustee Fees and shall not be reimbursed from the Litigation Trust Assets except as provided in Section 4.5(a).

(c) **Payment.** The Litigation Trustee Fees shall be paid to the Litigation Trustee without necessity for review or approval by the Bankruptcy Court or any other Person. Payment of the Litigation Trustee Fees shall be payable from the Litigation Trust Assets.

5.3 Resignation. The Litigation Trustee may resign by giving not less than 90 days' prior written notice thereof to the Litigation Trust Beneficiaries. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, and (b) the appointment of a successor satisfying the requirements set out in Section 5.1 and the acceptance by such successor of such appointment. If a successor Litigation Trustee is not appointed or does not accept its appointment within 90 days following delivery of notice of resignation by the then current Litigation Trustee, such Litigation Trustee may file a motion with the Bankruptcy Court, upon notice and a hearing, for the appointment of a successor Litigation Trustee satisfying the requirements set out in Section 5.1, during which time the then-serving Litigation Trustee shall be entitled to receive the Litigation Trustee Compensation provided for in Section 5.2(a). Notwithstanding the foregoing, upon the Termination Date, the Litigation Trustee shall be deemed to have resigned, except as otherwise provided for in Section 8.2.

5.4 Removal.

(a) The Litigation Trustee may be removed from office (i) for willful fraud or willful misconduct, self-dealing, intentional misrepresentation or gross negligence in connection with the affairs of the Litigation Trust, (ii) for such physical or mental disability as substantially prevents the Litigation Trustee from performing the duties of Litigation Trustee hereunder, (iii) upon approval by H.I.G. and the Company, or (iv) for breach of fiduciary duty other than as specified in the foregoing clauses (i) and (ii), and, in each case, upon order and finding of the Bankruptcy Court.

(b) To the extent there is any dispute regarding the removal of a Litigation Trustee (including any dispute relating to any portion of the Litigation Trustee Fees), the Bankruptcy Court shall retain jurisdiction to consider and adjudicate any such dispute. Notwithstanding the foregoing, the Litigation Trustee will continue to serve as the Litigation Trustee after his removal until the earlier of (i) the time when appointment of a successor Litigation Trustee will become effective in accordance with Section 5.5 or (ii) such date as the Bankruptcy Court otherwise orders.

5.5 Appointment of Successor Litigation Trustee. In the event of the death or disability (in the case of a Litigation Trustee that is a natural person), dissolution (in the case of a Litigation Trustee that is not a natural person), resignation, incompetency or removal of the Litigation Trustee, the Litigation Trust Beneficiaries shall designate a successor Litigation Trustee satisfying the requirements set forth in Section 5.1 upon approval of H.I.G and the Company. If the Litigation Trust Beneficiaries are unable to secure both H.I.G.'s and the Company's approval, the Bankruptcy Court will determine the successor Litigation Trustee satisfying the requirements set forth in Section 5.1. Such appointment shall specify the date on which such appointment shall be effective. Every successor Litigation Trustee appointed hereunder shall execute, acknowledge, and deliver to the Litigation Trust, the retiring Litigation Trustee, the Litigation Trust Beneficiaries and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Litigation Trustee shall provide a bond or surety to the extent required by the Bankruptcy Court. Every successor Litigation Trustee appointed hereunder shall, without any further act, deed or conveyance, shall become vested with all rights, powers, trusts and duties of the predecessor Litigation Trustee and the successor Litigation Trustee shall not be personally liable for any act or omission of the predecessor Litigation Trustee. In no event shall the predecessor Litigation Trustee be liable for the acts or omissions of the successor Litigation Trustee.

5.6 Effect of Resignation or Removal. The death, disability, dissolution, bankruptcy, resignation, incompetency, incapacity or removal of the Litigation Trustee, as applicable, shall not operate to terminate the Litigation Trust created by this Agreement or to revoke any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Litigation Trustee or any prior Litigation Trustee. In the event of the resignation or removal of the Litigation Trustee, such Litigation Trustee will promptly (a) execute and deliver such documents, instruments and other writings as may be ordered by the Bankruptcy Court or the successor Litigation Trustee to effect the termination of such Litigation Trustee's capacity under this Agreement, (b) deliver to the Bankruptcy Court (if required) or the successor Litigation Trustee all documents, instruments, records and other writings related to the Litigation Trust as

may be in the possession of such Litigation Trustee, and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Litigation Trustee.

5.7 Confidentiality. The Litigation Trustee shall, during the period that the Litigation Trustee serves as Litigation Trustee under this Agreement and for a period of two (2) years following the termination of this Agreement or following such Litigation Trustee's removal or resignation hereunder, hold strictly confidential and not use for personal gain or for the gain of any Entity or Person for whom such Litigation Trustee may be employed any non-public information of or pertaining to any Person to which any of the Litigation Trust Assets relates or of which the Litigation Trustee has become aware in the Litigation Trustee's capacity as Litigation Trustee, until (a) such information is made public other than by disclosure by the Litigation Trust, the Litigation Trustee, or any Litigation Trust Professionals in violation of this Agreement; (b) the Litigation Trust is required by law to disclose such information (in which case the Litigation Trust shall provide the relevant Person reasonable advance notice and an opportunity to protect his, her, or its rights); or (c) the Litigation Trust obtains a waiver of confidentiality from the applicable Person.

ARTICLE VI

LIABILITY AND INDEMNIFICATION

6.1 No Further Liability. The Litigation Trustee and H.I.G. Representatives, in each case, shall have no liability for any actions or omissions in accordance with this Agreement or with respect to the Litigation Trust unless arising out of such Person's own fraud or willful misconduct as determined by a Final Order issued by a court of competent jurisdiction. Unless arising out of such Person's own fraud or willful misconduct, as determined by a Final Order issued by a court of competent jurisdiction, in performing its duties under this Agreement, each of the Litigation Trustee and H.I.G. Representatives shall have no liability for any action taken by such Person in accordance with the advice of counsel, including the Litigation Trust Professionals. Without limiting the generality of the foregoing, the Litigation Trustee and H.I.G. Representatives each may rely without independent investigation on copies of orders of the Bankruptcy Court reasonably believed by such Person to be genuine and shall have no liability for actions taken in reliance thereon. None of the provisions of this Agreement shall require the Litigation Trustee or H.I.G. Representatives to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their rights and powers. Each of the Litigation Trustee and H.I.G. Representatives may rely without inquiry upon writings delivered to such Person pursuant to the Plan or the Confirmation Order that such Person reasonably believes to be genuine and to have been properly given. Notwithstanding the foregoing, nothing in this Section 6.1 shall relieve the Litigation Trustee or H.I.G. Representatives, respectively, from any liability for any actions or omissions arising out of such Person's fraud or willful misconduct as determined by a Final Order issued by a court of competent jurisdiction. No termination of this Agreement or amendment, modification or repeal of this Section 6.1 shall adversely affect any right or protection of the Litigation Trustee or H.I.G. Representatives' respective designees, professional agents or representatives that exists at the time of such amendment, modification or repeal.

6.2 Indemnification of the Litigation Trustee

(a) From and after the Effective Date, each of the Litigation Trustee, the Litigation Trust and the Litigation Trust Professionals (each, a “Litigation Trust Indemnified Party” and, collectively, the “Litigation Trust Indemnified Parties”) shall be, and hereby is, indemnified by the Litigation Trust, to the fullest extent permitted by applicable law, from and against any and all claims, debts, dues, accounts, actions, suits, Causes of Action, bonds, covenants, judgments, damages, attorneys’ fees, defense costs and other assertions of liability arising out of any such Litigation Trust Indemnified Party’s exercise of what such Litigation Trust Indemnified Party reasonably understands to be its powers or the discharge of what such Litigation Trust Indemnified Party reasonably understands to be its duties conferred by the Plan, the Confirmation Order or this Agreement, any order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan, applicable law or otherwise (except only for actions or omissions to act to the extent determined by a Final Order to be due to such Litigation Trust Indemnified Party’s own fraud or willful misconduct, as determined by a Final Order issued by a court of competent jurisdiction, on and after the Effective Date). The foregoing indemnification shall also extend to matters directly or indirectly in connection with, arising out of, based on, or in any way related to: (i) this Agreement; (ii) the services to be rendered pursuant to this Agreement; (iii) any document or information, whether oral or written, referred to herein; or (iv) proceedings by or on behalf of any creditor, in each case except for actions or omissions to act to the extent determined by a Final Order to be due to the Litigation Trust Indemnified Party’s own fraud or willful misconduct, as determined by a Final Order issued by a court of competent jurisdiction, on and after the Effective Date. The Litigation Trust shall, on demand, advance or pay promptly, at the election of the Litigation Trust Indemnified Party, solely out of the Litigation Trust Assets, on behalf of each Litigation Trust Indemnified Party, attorneys’ fees and other expenses and disbursements to which such Litigation Trust Indemnified Party would be entitled pursuant to the foregoing indemnification provision; *provided*, that any Litigation Trust Indemnified Party receiving any such advance shall execute a written undertaking to repay such advance if a court of competent jurisdiction ultimately determines, by Final Order, that such Litigation Trust Indemnified Party is not entitled to indemnification hereunder due to such Person’s own fraud or willful misconduct as determined by a Final Order issued by a court of competent jurisdiction. In any matter covered by the first two sentences of this subsection, any party entitled to indemnification shall have the right to employ such party’s own separate counsel, at the Litigation Trust’s expense, subject to the foregoing terms and conditions.

(b) The indemnification provided under Section 6.2(a) shall survive the death, dissolution, resignation or removal, as may be applicable, of the Litigation Trustee or any other Litigation Trust Indemnified Party. Any Litigation Trust Indemnified Party may waive the benefits of indemnification under this Section 6.2, but only by an instrument in writing executed by such Litigation Trust Indemnified Party. Termination or modification of this Agreement shall not affect any indemnification rights or obligations set forth herein.

(c) The rights to indemnification under this Section 6.2 are not exclusive of other rights which any Litigation Trust Indemnified Party may otherwise have at law or in equity, including, without limitation, common law rights to indemnification or contribution. Nothing in this Section 6.2 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under any other agreement or instrument to which that Person is a party. Further, the Litigation Trust hereby agrees: (i) that the Litigation Trust is the indemnitor of first resort (*i.e.*,

in the event any Litigation Trust Indemnified Party has the right to receive indemnification from one or more third party, the Litigation Trust's obligations to such Litigation Trust Indemnified Party are primary); (ii) that the Litigation Trust shall be required to pay the full amount of expenses (including attorneys' fees) actually incurred by such Litigation Trust Indemnified Party in connection with any proceeding as to which the Litigation Trust Indemnified Party is entitled to indemnification hereunder in advance of the final disposition of such proceeding from the Litigation Trust Assets; (iii) that the Litigation Trust irrevocably waives, relinquishes and releases such third parties from any and all claims by the Litigation Trust against such third parties for contribution, subrogation or any other recovery of any kind in respect thereof; and (iv) no Litigation Trust Indemnified Party shall have the obligation to reduce, offset, allocate, pursue or apportion any indemnification advancement, contribution or insurance coverage among multiple parties owing indemnification obligations to such Litigation Trust Indemnified Party prior to the Litigation Trust's satisfaction of its indemnification obligations hereunder. For the avoidance of doubt, each Litigation Trust Indemnified Party shall be entitled, subject to the terms hereof, to indemnification for any costs and attorneys' fees such Litigation Trust Indemnified Party may incur in connection with enforcing any of its rights under this Article VI.

6.3 Litigation Trust Liabilities. All liabilities of the Litigation Trust, including, without limitation, indemnity obligations under Section 6.2, will be liabilities of the Litigation Trust as an Entity and will be paid or satisfied solely from the Litigation Trust Assets and paid on a priority basis. No liability of the Litigation Trust will be payable in whole or in part by any Litigation Trust Beneficiary individually or in the Litigation Trust Beneficiary's capacity as a Litigation Trust Beneficiary, by the Litigation Trustee or H.I.G. Representatives individually or in the Litigation Trustee's and H.I.G. Representatives' respective capacities as Litigation Trustee or H.I.G. Representatives, as applicable, or by any representative, member, partner, shareholder, director, officer, professional, employees, agent, affiliate or advisor of any Litigation Trust Beneficiary, the Litigation Trustee, the H.I.G. Representatives or their respective affiliates.

6.4 Expense Reimbursement.

(a) The Consenting Creditors and each Consenting Creditor's current and former partners, members, shareholders, managers, officers, directors, employees, agents and consultants (each a "Reimbursed Person") may incur, without limit, legal fees and expenses in connection with any actual or threatened claims, demands, suits, actions proceedings related to and arising from (a) the assertion of any contributed claims, the commencement of any new actions asserting contributed claims or the allegations asserted therein, each as may be amended, and including any related claims, counterclaims or interpleader/impleader claims or actions following therefrom or (b) the Consenting Creditor's contribution of claims and interests to this trust (such legal fees and expenses, the "Reimbursable Expenses") to the extent the Reimbursed Person uses counsel already engaged by H.I.G. or the Ad Hoc Committee or that is otherwise retained pursuant to Section 4.3(e) herein (which counsel, in each case, may be shared counsel with one or more of the existing parties to the Superior Court Litigation or the Chancery Suit or other Reimbursed Persons) unless and until an actual conflict of interest arises that prohibits such counsel's representation, as reasonably determined by the Reimbursed Person, in which case such additional fees and expenses incurred by the Reimbursed Person using their chosen counsel shall not exceed \$500,000 per

Consenting Creditor, which Reimbursable Expenses shall be paid in accordance with Section 4.5 hereof.

(b) The Company shall reimburse up to \$1,500,000 in aggregate Reimbursable Expenses from time to time and upon receipt of (x) written notice of the incurrence of expenses set forth in Section 6.4(a) herein and (y) supporting documentation and, for the avoidance of doubt, in advance of any final disposition of any actual or threatened action, suit or proceeding; *provided that* if a Reimbursed Person (i) was not entitled to reimbursement or (ii) recovers such legal fees and/or expenses pursuant to the final disposition of any actual or threatened action, suit or proceeding, such Reimbursed Person shall reimburse the Company for such advances.

6.5 Loss Reimbursement. Notwithstanding anything to the contrary in the Plan, Confirmation Order or this Agreement, each Reimbursed Person may seek solely from, and to the extent that, the Litigation Trust Proceeds distributed or distributable to the Company pursuant to Sections 4.5(a)(iii) or (v) are sufficient, an amount not to exceed \$4,000,000 in the aggregate reimbursement of any and all loss, liability, obligation, damage, judgment, fine, fee, penalty, settlement and award (each, a “Loss”) incurred by the Reimbursed Person in connection with any claims, demands, suits, actions proceedings as and when they are incurred related to and arising from

(a) the assertion of any contributed claims, the commencement of any new actions asserting contributed claims or the allegations asserted therein, each as may be amended, and including any related claims, counterclaims or interpleader/impleader claims or actions following therefrom or (b) the Consenting Creditor’s contribution of claims and interests to this trust. For the avoidance of doubt, any amounts paid by the Company pursuant to this Section 6.5 shall not be eligible for reimbursement under Sections 4.5(a)(i) or (ii). For the further avoidance of doubt, amounts paid to Reimbursed Persons under Sections 6.4 of 6.5 hereof shall be on a pro rata basis as determined by the Consenting Creditor’s equity holdings in the Company at the time of payment.

ARTICLE VII

TAX MATTERS

7.1 Intended Tax Treatment. For all U.S. federal income tax purposes, it is the intention of all parties that the Litigation Trust be classified as a “grantor trust” pursuant to sections 671-679 of the IRC and the Treasury Regulations thereunder or, if it is not so treated, as a partnership other than a publicly traded partnership taxable as a corporation under section 7704 of the IRC. This trust is formed to hold the Litigation Trust Assets and liquidate the Litigation Trust, as provided herein. The Litigation Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Litigation Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes. All income of the Litigation Trust shall be treated as subject to tax on a current basis.

7.2 Tax Reporting and Payment.

(a) The “taxable year” of the Litigation Trust shall be the “calendar year” as such terms are defined in section 441 of the IRC. The Litigation Trustee shall (a) file tax returns for the Litigation Trust treating the Litigation Trust in accordance with this Section 7.1 to the

extent permitted by applicable law, report consistently with the foregoing for state and local tax purposes. The Litigation Trustee will annually, by May 1 of each year, send to each Litigation Trust Beneficiary a separate statement setting forth such Litigation Trust Beneficiary's share of items of income, gain, loss, deduction or credit (including the receipts and expenditures of the Litigation Trust) as relevant for U.S. federal income tax purposes and will instruct all such Litigation Trust Beneficiaries to use such information in preparing their U.S. federal income tax returns. The Litigation Trustee shall provide the Litigation Trust Beneficiaries with any other tax information reasonably requested with respect to the preparation of their or their beneficial owners' tax returns. The Litigation Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Litigation Trust that is required by any Governmental Unit.

(b) Allocations of Litigation Trust taxable income among the Litigation Trust Beneficiaries shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such Cash permitted to be distributed at such time, and without regard to any restrictions on distributions set forth in the Plan or this Agreement) if, immediately prior to such deemed distribution, the Litigation Trust had distributed all its assets (valued at their tax book value) to the Litigation Trust Beneficiaries, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Litigation Trust, in the manner set forth in Section 4.5 hereof. Similarly, taxable loss of the Litigation Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Litigation Trust Assets. The tax book value of the Litigation Trust Assets for purposes of this Section 7.2(b) shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the IRC, the applicable Treasury Regulations and other applicable administrative and judicial authorities and pronouncements.

(c) The Litigation Trustee shall be responsible for payment, out of the Litigation Trust Assets, of any taxes imposed on the Litigation Trust or the Litigation Trust Assets.

7.3 Withholding of Taxes.

(a) The Litigation Trustee shall deduct and withhold and pay to the appropriate Governmental Unit all amounts required to be deducted or withheld pursuant to the IRC or any provision of any state, local or non-U.S. tax law with respect to any payment or distribution to the Litigation Trust Beneficiaries. Notwithstanding the above, each Litigation Trust Beneficiary that receives a payment or distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such Litigation Trust Beneficiary by any governmental authority, including income, withholding and other tax obligations, on account of such payment or distribution. All such amounts withheld and paid to the appropriate Governmental Unit shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of this Agreement.

(b) The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order and this Agreement. As a condition to receive distributions under the Plan, all Litigation Trust Beneficiaries may be required to identify themselves to the Litigation

Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate, including an IRS Form W-9 or, in the case of Litigation Trust Beneficiaries that are not United States persons for U.S. federal income tax purposes, certification of foreign status on an applicable IRS Form W-8.

7.4 Tax Treatment of Receipt of Litigation Trust Assets. To the maximum extent permitted by applicable law, the receipt of Litigation Trust Proceeds shall be reported for U.S. federal, state and local tax purposes as a non-taxable adjustment to purchase price with respect to the transaction(s) that is(are) the subject of the Trust Causes of Action.

7.5 Foreign Tax Matters. The Litigation Trustee shall duly comply on a timely basis with all obligations, and satisfy all liabilities, imposed on the Litigation Trustee or the Litigation Trust under non-United States law relating to taxes. The Litigation Trustee, or any other legal representative of the Litigation Trust, shall not distribute the Litigation Trust Assets or proceeds thereof without having first obtained all certificates required to have been obtained under applicable non-United States law relating to taxes.

ARTICLE VIII

TERMINATION OF LITIGATION TRUST

8.1 Termination. The Litigation Trust shall be dissolved upon all of the Litigation Trust Proceeds having been distributed pursuant to the Plan and this Agreement (and the Litigation Trust Beneficiaries' agreement that no further Litigation Trust Proceeds are expected); *provided, however,* that in no event shall the Litigation Trust be dissolved later than five years from the Effective Date *provided, further,* that notwithstanding anything herein to the contrary, upon mutual agreement of the Litigation Trust Beneficiaries, the term shall be extended by such duration as the Litigation Trust Beneficiaries may agree to allow for the liquidation of the Litigation Trust Assets, to the extent not otherwise liquidated. If at any time the Litigation Trustee determines, in reliance upon the advice of the Litigation Trust Professionals (or any one or more of them), that the expense of administering the Litigation Trust so as to make a final distribution to the Litigation Trust Beneficiaries is likely to exceed the value of the Litigation Trust Assets then remaining in the Litigation Trust, the Litigation Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Litigation Trust, (ii) donate any balance to a charitable organization (A) described in section 501(c)(3) of the IRC, (B) exempt from U.S. federal income tax under section 501(a) of the IRC, (C) not a "private foundation," as defined in section 509(a) of the IRC and (D) that is unrelated to the Company Parties, the Litigation Trust, the Litigation Trustee, any Litigation Trust Professionals and any insider of any of the foregoing and (iii) dissolve the Litigation Trust (all of the foregoing actions in clauses (i) through (iii) being referred to as the "Dissolution Process"). Such date upon which the Litigation Trust shall finally be dissolved shall be referred to herein as the "Termination Date."

8.2 Continuance of Litigation Trust for Winding Up. During the Dissolution Process, the Litigation Trustee, solely for the purpose of liquidating and winding up the affairs of the Litigation Trust, shall continue to act as such until its duties have been fully performed. During the Dissolution Process, the Litigation Trustee shall continue to be entitled to receive the Litigation Trustee Fees called for by Sections 5.2(a) and 5.2(b) subject to Section 2.3. Upon distribution of all the Litigation Trust Assets, the Litigation Trustee shall retain the books, records and files that

shall have been delivered or created by the Litigation Trustee to the extent not otherwise required to be handled by the Litigation Trustee in accordance with Section 2.2. At the Litigation Trustee's discretion, but subject in all cases to Section 2.2, all of such records and documents may be destroyed no earlier than two (2) years following the Termination Date as the Litigation Trustee deems appropriate (unless such records and documents are necessary to fulfill the Litigation Trustee's obligations hereunder). Except as otherwise specifically provided herein, upon the Termination Date, the Litigation Trustee shall be deemed discharged and have no further duties or obligations hereunder, except to account to the Litigation Trust Beneficiaries as provided herein, the Litigation Trust Interests shall be cancelled, and the Litigation Trust will be deemed to have dissolved.

ARTICLE IX

AMENDMENT AND WAIVER

9.1 Subject to Sections 9.2 and 9.3, and following the provision of reasonable advance notice to the Litigation Trust Beneficiaries, the Litigation Trustee may make any amendment, supplement or waiver with respect to any provision of this Agreement upon approval from H.I.G. and the Company; *provided, however*, that in no event shall any Party amend the Agreement in a way that would conflict with Article X of the Plan. Technical amendments to this Agreement may be made, as necessary to clarify this Agreement or enable the Litigation Trustee to effectuate the terms of this Agreement, by the Litigation Trustee, but only following reasonable advance notice to the Litigation Trust Beneficiaries.

9.2 Notwithstanding Section 9.1, no amendment, supplement or waiver of or to this Agreement shall (a) affect the payments or distributions to be made under this Agreement, (b) adversely affect the U.S. federal income tax status of the Litigation Trust as a "grantor trust" pursuant to sections 671-679 of the IRC, or (c) cause this Litigation Trust to become an association taxable as a corporation for U.S. federal income tax purposes (or to become a publicly traded partnership taxable as a corporation under section 7704 of the IRC), unless each Litigation Trust Beneficiary consents to such amendment, supplement or waiver in writing, and in advance of such amendment supplement or waiver.

9.3 No failure by the Litigation Trustee or H.I.G. Representatives to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to principles of conflicts of law that would require or permit application of the law of another jurisdiction).

10.2 Jurisdiction. The Parties agree that the Bankruptcy Court shall have jurisdiction over the Litigation Trust and the Litigation Trustee, including, without limitation, the administration and activities of the Litigation Trust and the Litigation Trustee to the fullest extent

permitted by law. Each Party hereby irrevocably consents to the jurisdiction of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Agreement or of any other agreement or document delivered in connection with this Agreement, and also hereby irrevocably waives any defense of improper venue, *forum non conveniens*, or lack of personal jurisdiction to any such action brought in the Bankruptcy Court; *provided however* that nothing in the foregoing shall invalidate, contradict or supersede the mechanism described in Section 4.3(b) relating to a dispute between the H.I.G. Representatives and any Consent Party related to the Consent Party's consent rights regarding settlements. Each Party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret, or construe any provision of this Agreement.

10.3 Severability. In the event any provision of this Agreement or the application thereof to any person or circumstances shall be determined by Final Order to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.4 Notices. Any notice or other communication required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by facsimile or electronic communication, sent by nationally recognized overnight delivery service or mailed by first-class mail, to the receiving party's address below:

- (a) if to the Litigation Trustee, to:

Bradley E. Scher
Managing Member
c/o Ocean Ridge Capital Advisors, LLC
56 Harrison St. Suite 203A
New Rochelle, NY 10801
Email: bscher@oceanridgecapital.com

and a copy (which shall not constitute notice) to:

[counsel]

- (b) if to any Litigation Trust Beneficiary, to the last known address of such Litigation Trust Beneficiary according to the Litigation Trustee's records;

- (c) if to the Company, to:

Mobileum, Inc.
20813 Stevens Creek Boulevard, Suite 200
Cupertino, CA 95014
Attn: Mike Salfity, Chief Executive Officer
Email: Mike.Salfity@mobileum.com

and a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Attention: Jeffrey D. Saferstein, Esq. (Jeffrey.Saferstein@weil.com)
Alexander W. Welch, Esq. (Alexander.Welch@weil.com)
Daphne Papadatos, Esq. (Daphne.Papadatos@weil.com)
Eric L. Einhorn, Esq. (Eric.Einhorn@weil.com)

and

700 Louisiana Street, Suite 1700
Houston, Texas 77002

Attention: Gabriel A. Morgan, Esq. (Gabriel.Morgan@weil.com)
Clifford Carlson, Esq. (Clifford.Carlson@weil.com)

(d) if to H.I.G.:

H.I.G. Capital, L.L.C.
1450 Brickell Ave
31st Floor
Miami, FL 33131
Attn: General Counsel
Email: [●]

and a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attn: Sunny Singh, Esq. (Sunny.Singh@stblaw.com)
Dov Gottlieb, Esq. (Dov.Gottlieb@stblaw.com)

(e) if to the Ad Hoc Committee:

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attn: Evan R. Fleck, Esq. (efleck@milbank.com)
Matthew L. Brod, Esq. (mbrod@milbank.com)

10.5 Headings. The headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

10.6 Entire Agreement. This Agreement and the exhibits attached hereto, together with the Plan and the Confirmation Order, contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, understandings, negotiations or discussions, whether written or oral, between the parties with respect to the subject matter hereof.

10.7 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of any successor in interest to any one or more of the Parties, including, but not limited to, the Reorganized Debtors (as limited by the Plan and the Confirmation Order), that shall, upon becoming any such successor be subject to and obligated to comply with the terms and conditions hereof, including, specifically, the terms of Section 2.2.

10.8 Limitations. Except as otherwise specifically provided in this Agreement, the Plan or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the Parties and the Litigation Trust Beneficiaries any rights or remedies under or by reason of this Agreement and notwithstanding anything in this Agreement, the Parties hereby acknowledge and agree that nothing herein is intended to, does, or shall be construed to prejudice or harm in any way the rights, remedies or treatment (including any releases, exculpation, indemnification, or otherwise) of any Released Party or Exculpated Party, solely in their capacity as a Released Party or Exculpated Party, under the Plan.

10.9 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Agreement, and to consummate the transactions contemplated hereby.

10.10 Rules of Interpretation. For purposes of this Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection or clause contained in this Litigation Trust Agreement; (c) the rules of construction set forth in 11 U.S.C. § 102 will apply; and (d) the term “including” shall be construed to mean “including, but not limited to,” “including, without limitation,” or words of similar import.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A facsimile or electronic mail signature of any party shall be considered to have the same binding legal effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

Mobile Acquisition Corp., as a settlor

By: _____
Name: [●]
Title: [●]

[H.I.G.], as a settlor

By: _____
Name: [●]
Title: [●]

[AD HOC COMMITTEE], as a settlor

By: _____
Name: [●]
Title: [●]

[●], as Litigation Trustee

By: _____
Name: [●]
Title: [●]

STATE OF)
ss.:
COUNTY OF)

On _____, 2024 before me, the undersigned, personally appeared _____ (name), _____ (title) of Mobile Acquisition Corp. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

STATE OF)
ss.:
COUNTY OF)

On _____, 2024 before me, the undersigned, personally appeared _____ (name), _____ (title) of [H.I.G.], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

STATE OF)
ss.:
COUNTY OF)

On _____, 2024 before me, the undersigned, personally appeared _____ (name), _____ (title) of [AD HOC COMMITTEE], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

STATE OF)
ss.:
COUNTY OF)

On _____, 2024 before me, the undersigned, personally appeared _____ (name), _____ (title) of _____ (NAME OF LITIGATION TRUSTEE), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

Schedule 1

Litigation Trust Beneficiaries

H.I.G.

The Company

Exhibit A

Litigation Trustee Compensation