

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

In re:

MY JOB MATCHER, INC.,¹

Debtors.

Chapter 11

Case No. 25-11280 (KBO)

(Jointly Administered)

**DECLARATION OF ROBERT J. CORLISS
IN SUPPORT OF CONFIRMATION OF THE COMBINED DISCLOSURE
STATEMENT AND PLAN OF LIQUIDATION DATED DECEMBER 12, 2025**

I, Robert J. Corliss, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Chief Executive Officer of the above-captioned debtors and debtors in possession (collectively, the “Debtors” or the “Company”). I was appointed to this role on May 7, 2025. I have over thirty-five years of experience serving in a variety of roles, including in management and advisory positions, and am the Founder and Chairman of CorlissMoore & Associates (“CorlissMoore”), a management and advisory services firm. CorlissMoore was first engaged by the Company in February of 2025. In my capacity as the Chief Executive Officer of the Debtors, I have been directly involved and obtained first-hand knowledge of the events and circumstances leading to these chapter 11 cases (the “Chapter 11 Cases”), and I am generally familiar with the Debtors’ day-to-day operations, business and financial affairs, and books and records. Further, I am familiar with the Debtors’ Chapter 11 Cases.

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

2. All facts set forth in this declaration (this “Declaration”) are based on: (a) my personal knowledge; (b) my communications with members of the Debtors’ management team and the Debtors’ consultants and professional advisors (collectively, “Company Representatives”); or (c) my opinions developed through my overall professional experience, personal knowledge of the Debtors’ history, financial condition, and business operations and affairs.

BACKGROUND

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

4. Due to this worsening situation and the existence of one or more Events of Default under the Prepetition Credit Agreement, on May 7, 2025, the Prepetition Agent exercised its rights under the Stock Pledge to: (a) remove all then-existing members of the Debtors’ board of directors with immediate effect, (b) appoint David Mack² of Drivetrain, LLC, a seasoned professional

² Mr. Mack has been an independent fiduciary in several previous matters before this Court, including in the *Zohar Corp.* (non-debtor portfolio company sold by the debtor), *BL Santa Fe*, *DeCurtiss Holdings* and *TerraForm Labs* (debtor’s independent director) cases.

independent fiduciary with over twenty years of experience in bankruptcy, restructuring, and complex litigation, as the sole independent director of each of the Debtors' boards (the "Independent Director"), and (c) install me as the Chief Executive Officer of Job.com in place of the former Chief Executive Officer.³ Thereafter, the Debtors appointed Benjamin Gross and Robert Corliss, Jr. (both of CorlissMoore) as the Debtors' Chief Administrative Officer and Chief Operating Officer, respectively.

5. Since May 7, 2025, Messrs. Mack, Gross, Corliss and I have taken a number of steps to remedy the prior mismanagement of the Company and stabilize the Company's operations. Critically, we engaged in negotiations with the Prepetition Secured Lenders regarding funding to address the Company's immediate liquidity constraints. As a result of these negotiations, since April 25, 2025, the Prepetition Secured Lenders provided approximately \$3,865,148 in bridge financing (the "Prepetition Bridge Loans"), which was crucial to ensure the continued operation of the Debtors' business. In addition, we worked feverously to stabilize relationships with key vendors and employees, which had been severely damaged as a result of prior mismanagement. We secured the Company's operating cash by opening a new bank account, ensured current employee wages were funded in full (including proper federal tax withholdings), met with various key creditor constituents, rolled out a communications package to try to repair damage to corporate culture, and scheduled and participated in bi-weekly board of director meetings.

6. The Independent Director, with the assistance of the Company's management and advisors, considered several potential restructuring alternatives before ultimately concluding that commencing these chapter 11 cases and a court-approved sale process (the "Sale Process") was the only viable path to preserving and maximizing the value of the Debtors' assets. In furtherance

³ Thereafter, I was appointed the Chief Executive Officer of the other Debtors.

thereof, the Debtors selected Configure Partners, LLC (“Configure”) an experienced investment banking firm, to assist with the Sale Process.

7. Leading up to the Petition Date, the Debtors also engaged in discussions with the Prepetition Secured Lenders regarding the Sale Process and the commencement of these Chapter 11 Cases, which culminated in the execution of a stalking horse asset purchase agreement (the “Stalking Horse APA”) by Job.com Acquisition Co., LLC , an affiliate of the Prepetition Secured Lenders, and a debtor-in-possession financing facility (the “DIP Facility”), each of which is discussed in more detail below.

8. I am duly authorized to make this declaration (the “Declaration”) in support of confirmation of the Combined Disclosure Statement and Plan of Liquidation Dated December 12, 2025 (as may be amended, modified, or supplemented from time to time, the “Plan”).⁴ Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of the relevant documents, and/or my opinion based upon my experiences, knowledge, and information concerning the Debtors and provided to me by the Debtors’ professionals.

The Debtors’ Bankruptcy Filing

9. On July 6, 2025, the Debtors each filed Chapter 11 bankruptcy petitions in the United States Bankruptcy Court for the District of Delaware (the “Court”). Certain factual background regarding the Debtors, including their business operations, its capital structures, and the events leading to the filing of this Chapter 11 Case, is set forth in the First Day Declaration, which is expressly incorporated as if fully set forth herein.

⁴ Defined terms used, but not otherwise defined, herein shall have the same meanings ascribed to them in the Plan or Solicitation Order (as defined herein below), as applicable.

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

11. The Debtors are managing and operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

12. On the Petition Date, the Debtors filed an application to retain Stretto, Inc. ("Stretto") as the Debtors' claims and noticing agent [Docket No. 3] (the "Stretto Application"), and on July 8, 2025, the Court entered an Order approving the Stretto Application [Docket No. 34].

13. On August 5, 2025, the Debtors filed an Application to extend Stretto's retention to include serving as the Debtors' Administrative Advisor Effective as of the Petition Date, by and through which Stretto would, among other things (a) assist with solicitation, balloting, and tabulation of votes; prepare any related reports, as required in support of confirmation of a chapter 11 plan; (b) prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results; and (c) provide such other solicitation, balloting and other administrative services as may be requested from time to time by the Debtors, the Court or the Office of the Clerk of the Bankruptcy Court [Docket No. 128] ("Supplemental Stretto Application"). On September 5, 2025, the Court entered an order approving the Supplemental Stretto Application [Docket No. 183].

14. On July 23, 2025, the U.S. Trustee the Official Committee of Unsecured Creditors pursuant to section 1102(a)(1) (the "Committee") [Docket No. 78].

The Sale of Substantially All of the Debtors' Assets and the Global Settlement Agreement

15. On July 8, 2025, the Debtors filed a Motion for Entry of (A) an Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II)

Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief; and (B) an Order (I) Approving Asset Purchase Agreement, (II) Authorizing the Sale of All or Substantially All of the Debtors' Assets Free and Clear of all Encumbrances other than Assumed Liabilities and Permitted Encumbrances, and (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [Docket No. 24] (the "Sale Motion").

16. Among other things, the Sale Motion, sought approval of certain procedures designed to maximize the value of the Debtors' assets, which included authority to enter into that the Stalking Horse APA with Jobs Acquisition, through a credit bid of \$35,000,000.00, free and clear of claims, liens, and encumbrances (the "Stalking Horse Bid").

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

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

19. On July 29, 2025, after a hearing, the Bankruptcy Court entered an order approving the Final DIP Order [Docket No. 112]. Among other things, the Final DIP Order: (I) approved a “roll up” on a dollar-for-dollar basis of \$3,685,148.79 that was borrowed and incurred by the Debtors, and was due and owing, as a result of the bridge financing from and after April 25, 2025 under the Prepetition Credit Agreement; (II) increased the size of the DIP Commitment to \$10,000,000; and (III) made certain modifications to the DIP Note at the request of the Committee.

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

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

- a. Upon the Funding Date (defined below), the Debtors’ estates shall release the DIP Secured Parties (in their capacities as pre-petition lenders, DIP lenders and asset purchasers), their predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, including the managed accounts or funds of subsidiaries and affiliates, current or former officers, directors, managers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons’ or entities’ respective heirs, dependents, executors, estates, nominees and legal representatives of every kind (the “DIP Secured Parties Released Parties”), from any and all claims, causes of action, challenges to their liens, or demands solely with respect to the Prepetition Credit

Agreement, the DIP Financing, and the DIP Secured Parties credit bid for the Debtors' assets and raise no objection to the DIP Secured Parties' right to credit bid or to any plan or order seeking approval of the sale of assets to the DIP Secured Parties. This release shall be binding upon any Liquidating Trust or any Chapter 7 Trustee.

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

- e. On the Closing Date, the DIP Secured Parties shall provide the Debtors with all funds necessary to fund the Professional Fee Account to the extent not previously funded and all funds (to be held in escrow) necessary to meet the Debtors' obligations through the closing date in accordance with the 13-week budget approved under the Final DIP Order, as modified hereby or as may be modified in writing by the Debtors, DIP Secured Parties, and Committee, in accordance with the total line items, subject to the variances permitted under the Final DIP Order [Docket No 112], however, the DIP Secured Parties shall not be required to fund amounts (a) due under the budget for matters that the Debtors determine in good faith with certitude will not be spent, in whole or in part; or (b) in excess of the amount of the DIP Commitments (as defined in the Final DIP Order) plus \$380,000 (as provided herein). All amounts funded to the Debtors pursuant to this paragraph shall be deemed to be DIP Obligations (as defined in the Final DIP Order). The DIP Obligations, including for the avoidance of doubt the amounts funded pursuant to this paragraph, shall be tendered as payment for the Purchased Assets which, effective upon the Closing, shall result in a payoff and complete settlement and satisfaction of the DIP Obligations. From and after the Closing the Debtors or their successors shall, upon reasonable request, provide the DIP Secured Parties and the Committee, a reconciliation of amounts spent and confirming such amounts were spent in accordance with the 13-week budget approved under the Final DIP Order (subject to permitted variances), and all unutilized amounts shall be returned to the DIP Secured Parties at an appropriate or opportune time.
- f. After the conclusion of the sale of substantially all of the Debtors' assets, the DIP Secured Parties shall have an allowed pre-petition secured claim in the amount of \$40,833,011.30 and maintain any deficiency claim for voting purposes on the Plan, but shall waive any right to receive payment or any other recovery on account of such deficiency claim under the Plan or otherwise, including without limitation, any Lender Ligation Share, as set forth in the Final DIP Order.
- g. If within twelve (12) months after the closing of the Sale, the DIP Secured Parties sell all or substantially all of the acquired assets or the equity of the business that DIP Secured Parties the assets, and the net proceeds of such sale exceed (i) the total amount of the DIP Secured Parties' pre-petition debt plus accrued interest at the non-default rate provided under the Prepetition Credit Agreement through the closing of the chapter 11 sale of the Debtors' assets; and (ii) the total capital contributed to the acquisition vehicle, by more than 5%, then the remaining proceeds shall be immediately turned over to the Liquidating Trust for the benefit of unsecured creditors.

Docket No. 302 at Section I ¶1-7.

22. Between the filing of the Sale Motion and the hearing to consider approval of the Sale, the Debtors received a number of formal and informal objections, including: (i) Letter Filed by Robert King Regarding Clarification of Ownership of Key Asset [Docket No. 147]; (ii) Letter

Filed by Paul Olynyk Disputing Declaration of Corliss Regarding Ownership of Team A.I. Corp [Docket No. 161]; (iii) Letter Filed by Raffaele Cotroneo, MJM Technology Shareholder Disputing Declaration of Robert Corliss Regarding Ownership of Team.ai [Docket No. 174]; (iv) Letter Filed by Tim Graveney, MJM Technology Shareholder Disputing Declaration of Robert Corliss Regarding Ownership of Team.ai as an asset of debtor [Docket No. 185]; (v) Oracle's Limited Objection To, and Reservation of Rights Regarding Debtors' Sale Motion and Related Notice of Possible Assumption and Assignment and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of the Debtors [Docket No. 201] (vi) Limited Objection of Erin Wilson, in His Capacity as Seller Representative for Team AI Corp. to The Proposed Sale of Assets [Docket No. 220]; (vii) Limited Objection to Bid Procedures Filed by Lily Grace Investments Pty Ltd [Docket No. 223]; (viii) Objection to Sale Filed by Lily Grace Investments Pty Ltd [Filed Docket No. 224]; (ix) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by Shankar Ramalingam [Docket No. 227]; (x) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by Mohamed Pazhoor [Docket No. 229]; (xi) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by Dan Austin [Docket No. 230]; (xii) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by Vinay Kumar [Docket No. 231]; (xiii) Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix Filed by William Inman IV [Docket No. 232], and (xiv) Objection of the Committee to the Debtors' Sale Motion and the Proposed Sale of Assets [Docket No. 233] (collectively, the "Sale Objections"). Some of the Sale Objections were resolved prior to the hearing, including the cure objection asserted by Oracle and the objection of Committee on the terms set forth in the Global Settlement Agreement.

23. On September 29, 2025, the Bankruptcy Court conducted an evidentiary hearing and oral argument to consider the Sale Motion and the Sale Objections that were not resolved. At the conclusion of the hearing, the Court approved the Sale.

24. On October 6, 2025, the Bankruptcy Court entered an order approving the Sale Order [Docket No. 302], and on October 7, 2025, the Sale closed. No appeal was filed, and the Sale Order is now final.

I. POSTSALE NEGOTIATIONS AND DEVELOPMENT OF THE PLAN

25. The Debtors negotiated with the Committee and the DIP Secured Parties a plan of liquidating consistent with the Global Settlement Agreement. On November 18, 2025, the Debtors filed a *Combined Disclosure Statement and Plan of Liquidation Dated November 18, 2025* [Docket No. 360] (the “Original Plan”). Substantially contemporaneous therewith, the Debtors also filed their *Motion for an Order (I) Approving on an Interim Basis the Adequacy of Disclosures in the Combined Plan and Disclosure Statement and Plan of Liquidation, (II) Scheduling the Confirmation Hearing and Deadline for Filing Objections, (III) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Combined Plan and Disclosure Statement, (IV) Approving the Form of Ballot and Solicitation Package, and (V) Approving the Notice Provisions* [Docket No. 361] (the “Solicitation Procedures Motion”).

26. On December 10, 2025, the Debtors filed the *Combined Disclosure Statement and Plan of Liquidation Dated December 10, 2025* [Docket No. 400] and *Notice of Filing of Blackline of Combined Disclosure Statement and Plan of Liquidation Dated December 10, 2025* [Docket No. 401] and *Notice of Filing of Revised Proposed Solicitation Order and Ballots* [Docket No. 402].

27. On December 11, 2025, the Debtors filed the *Combined Disclosure Statement and Plan of Liquidation Dated December 11, 2025* [Docket No. 406] and *Notice of Filing of Blackline of Combined Disclosure Statement and Plan of Liquidation Dated December 11, 2025* [Docket No. 407].

28. On December 12, 2025, the Court held a hearing to consider the approval, on an interim basis, of the adequacy of the disclosures in the Combined Disclosure Statement and Plan, and approval of the solicitation procedures and dates and deadlines requested in the Solicitation Procedures Motion, as modified.

29. On December 12, 2025, the Debtors filed the Plan [Docket No. 412] and *Notice of Filing of Blackline of Combined Disclosure Statement and Plan of Liquidation Dated December 12, 2025* [Docket No. 413].

30. Based on the terms of the Combined Disclosure Statement and Plan, the events that have occurred before and during these chapter 11 cases, and discussions I have had with the Debtors' personnel and their advisors regarding various orders entered during these Chapter 11 Cases and the requirements of the Bankruptcy Code, Bankruptcy Rules and Local Rules of this Court, I believe that the Combined Disclosure Statement and Plan is comprehensive and contains the type of information necessary to allow creditors to make an informed decision in voting to accept or reject the Plan. Therefore, I believe the Combined Disclosure Statement and Plan contains adequate information pursuant to section 1125 of the Bankruptcy Code.

31. Among other things, the Plan provides Holders of Claims and Interests in the Chapter 11 Case with information about, among other things: (i) the circumstances that gave rise to the filing of the Debtors' bankruptcy petitions; (ii) an estimate of the Estates' assets and liabilities; (iii) the Debtors' actions and conditions during these Chapter 11 Cases, including the

sale of substantially all of the Debtors' assets; (iv) the proposed treatment of Claims and Interests under the Plan and likely distributions to be received on account of each Class of Claims and Interests under the Plan; (v) an analysis as to the distributions creditors would receive from the Debtors' Estates if they were liquidated under Chapter 7 of the Bankruptcy Code; (vi) a summary of what remaining assets are left to be liquidated by the Liquidating Trust after the Effective Date; (vii) a disclaimer stating that no statements or information regarding the Debtors, their assets or securities are authorized, other than those included in the Plan; (viii) the relevant sources of information contained in the Plan; (ix) information regarding the Liquidating Trust, including the identity of the Liquidating Trustee and its compensation; (x) financial information necessary to allow a creditor to decide whether to approve or reject the Plan; (xi) information regarding the risks being taken by the Holders of Claims and Interests prior to voting; (xii) a description of potential avoidance actions and nonbankruptcy litigation that will become Liquidating Trust Assets; (xiii) the right and ability of the Liquidating Trustee to collect, market for sale, liquidate, assert, compromise or dispose of the Liquidating Trust Assets, including certain Causes of Action without further notice to Creditors or Interest Holders or authorization of the Bankruptcy Court; (xiv) certain tax considerations under the Plan; (xv) conspicuous language containing releases, exculpation and limitation of liabilities and the injunction to be entered by and in connection with the Plan; and (xvi) such other and further information that informs Holders of Claims and Interests of their rights arising from and relating to the Plan.

32. Based upon the disclosure of information set forth therein, I believe that the Plan provides Holders of Claims and Interests with adequate information with respect to such Claim and Interest, to enable those Holders of Claims and Interests sufficient information to make an

informed decision whether to vote to accept or reject the Plan and satisfies the requirements of Section 1125 of the Bankruptcy Code.

II. THE PLAN SUPPLEMENT AND SELECTION OF THE LIQUIDATING TRUSTEE

33. Prior to January 7, 2025, the Debtors conferred with the Committee with respect to a proposed liquidating trustee and a liquidating trust agreement. On January 7, 2025, the Debtors filed their *Notice of Filing of Plan Supplement for Combined Disclosure Statement and Plan of Liquidation Dated December 12, 2025* [Docket No. 430] (the “Plan Supplement”) which contained a proposed liquidating trust agreement (as amended, the “Liquidating Trust Agreement”). By and through the Liquidating Trust Agreement, the Debtors after consultation with the Committee, seek the appointment of SC&H Group Inc., as Liquidating Trustee, subject to the terms outlined in the Liquidating Trust Agreement.

III. THE PLAN SOLICITATION PROCESS

34. On the Petition Date, the Debtors filed an application to retain Stretto, Inc. (“Stretto”) as the Debtors’ claims and noticing agent [Docket No. 3] (the “Stretto Application”), and on July 8, 2025, the Court entered an Order approving the Stretto Application [Docket No. 34].

35. On August 5, 2025, the Debtors filed an Application to extend Stretto’s retention to include serving as the Debtors’ Administrative Advisor Effective as of the Petition Date, by and through which Stretto would, among other things, (a) assist with solicitation, balloting, and tabulation of votes; prepare any related reports, as required in support of confirmation of a chapter 11 plan; (b) prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results; and (c) provide such other solicitation, balloting and other administrative services as may be requested from time to time by the Debtors, the Court or the Office of the Clerk

of the Court [Docket No. 128] (“Supplemental Stretto Application”). On September 5, 2025, the Court entered an order approving the Supplemental Stretto Application [Docket No. 183].

36. After the conclusion of the December 12, 2025, hearing, the Court entered an *Order* approving the Solicitation Procedures Motion [Docket No. 411] (the “Solicitation Procedures Order”).

37. Specifically, among other things, the Court set December 12, 2025, as the Voting Record Date and set January 14, 2026 at 4:00 p.m. (ET) as the deadline by which all Ballots to accept or reject the Plan must be submitted to the Voting Agent. In addition, under the Solicitation Procedures Order, January 14, 2026 at 4:00 p.m. (prevailing Eastern Time) was set as the deadline to file objections to the adequacy of disclosures or confirmation of the Combined Disclosure Statement and Plan. Further, the Court scheduled the hearing to consider final approval of the Combined Disclosure Statement and Plan for January 22, 2026 at 1:00 p.m. (ET) (the “Confirmation Hearing”).

38. The Solicitation Procedures Order also approved, among other things, the notice of the Combined Hearing (the “Confirmation Hearing Notice”), the Ballots provided to Holders of Claims in the Voting Classes, and certain notices to the Holders of Claims and Interests in the Non-Voting Classes (the “Notice of Unimpaired Non-Voting Status” and “the Notice of Impaired Non-Voting Status,” together, the “Notice of Non-Voting Status”).

39. To the best of my knowledge, the Debtors, with the assistance of Stretto, complied with the solicitation and noticing procedures approved by the Solicitation Procedures Order, as well as applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules as evidenced by the applicable affidavits of service filed on the Bankruptcy Court’s docket.

40. I am familiar with the *Declaration of Adam J. Fialkowski of Stretto, Inc. Regarding Voting and Tabulation of Ballots Cast on the Combined Disclosure Statement and Joint Chapter 11 Plan of My Job Matcher, Inc. and Its Affiliated Debtors* [Docket No. 437] (the “Voting Declaration”).

41. I understand that, as set forth in the Voting Declaration, (i) 92.9% of the Class 1 Ballots received by the Voting Agent (52 of 56 votes), representing 95.4% of the amount of Class 1 claims (\$356,099.75 of \$373,133.46) voted to accept the Plan; (ii) no holders of any Class 2 Ballots voted to accept or reject the Plan; (iii) the only Class 4 Ballot received by the Voting Agent voted to accept the Plan; and (iv) 81.1% of the Class 5 Ballots received by the Voting Agent (23 of 28 votes), representing 63.8% of the amount of Class 5 claims (\$1,529,318.30 of \$2,397,168.04) voted to accept the Plan.

VI. COMPLIANCE WITH THE REQUIREMENTS FOR CONFIRMATION

42. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). I believe that the Plan complies with the requirements of the Bankruptcy Code.

a. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). Article IV of the Plan designates six (6) Classes of Claims and Equity Interests. I am familiar with the classification of Claims and Equity Interests in the Plan, and I believe that such classification system is based upon the legal nature and relative rights of such Claims and Equity Interests and is not proposed for any improper purposes. Each Class contains only Claims or Equity Interests that are substantially similar to other Claims and Equity Interests therein. Additionally, Article IV of the Plan designates (but does not classify) certain Claims under sections 507(a)(2) and 507(a)(8), including Administrative Claims, Priority Tax Claims, and Professional Fee Claims.

b. Specified Treatment of Unimpaired Claims (11 U.S.C. §§ 1123(a)(2), (3)). Article IV of the Plan specifies whether each Class of Claims and Equity Interests is impaired or unimpaired under the Plan.

c. No Discrimination (11 U.S.C. § 1123(a)(4)). Pursuant to the Plan, the treatment of each Claim or Equity Interest in each particular Class is afforded the same treatment as each other Claim or Equity Interest in such Class, unless the Holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of such particular Claim or Equity Interest.

d. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). Article VI and various other provisions of the Plan provide an adequate and proper means for the implementation of the Plan. Specifically, Section 6.01 of the Plan provides, among other things, (i) the vesting of all property of the Debtors' estates to the Liquidating Trust, free and clear of all Claims, liens, charges, other encumbrances, Interests, or other interests, to be administered by the Liquidating Trustee; and (ii) that, upon the Effective Date, the Liquidating Trustee is authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

e. Nonvoting Equity Securities (11 U.S.C. § 1123(a)(6)). The Plan is a liquidating plan that calls for the dissolution of the Debtors. Accordingly, Section 1123(a)(6) of the Bankruptcy Code is not applicable.

f. Impairment of Classes (11 U.S.C. § 1123(b)(1)). Article IV of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims or Interests under the Plan.

g. Treatment of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). Pursuant to Section 7.01 of the Plan, provides that any Executory Contract not previously assumed,

assigned and sold or rejected by the Debtors may be assumed, assigned and sold, or rejected by the Liquidating Trustee as provided in such Article VII. Such treatment satisfies Section 1123(b)(2) of the Bankruptcy Code.

h. Section 1123(b)(6) of the Bankruptcy Code. Pursuant to section 1123(b)(6) of the Bankruptcy Code, the Plan may include any other appropriate provision that is not inconsistent with any applicable provisions of the Bankruptcy Code. Pursuant to this section, the Plan contains release and exculpation provisions that are integral components of the Plan. Based on my knowledge of the release and exculpation provisions set forth in Article IX of the Plan, these provisions are fair and reasonable, supported by consideration, and necessary to the realization of the Plan and the value realized thereunder. Accordingly, it is my understanding that such provisions are not inconsistent with any applicable provision of the Bankruptcy Code and should be approved.

i. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). To the best of my knowledge, the Committee, as the Plan Proponent, has complied with all applicable provisions of the Bankruptcy Code with respect to the Plan and the solicitation of acceptances or rejections thereof. In particular, the Plan complies with the requirements of sections 1125 and 1126 of the Bankruptcy Code, and as set forth the Service Affidavits, the Plan Proponent has caused service of the Plan and solicitation materials.

j. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). To the best of my knowledge, the Plan Proponent has not engaged in any collusive or unfair conduct in connection with the Plan. The Plan was negotiated at arms-length by the Debtors, the Committee, the DIP Secured Parties, and certain other parties in interest, and without collusion with any person or entity. The Plan has been proposed in good faith and not by any means forbidden by law, thereby

satisfying section 1129(a)(3) of the Bankruptcy Code. The unanimous support for the Plan by the Holder of a Claim in Class 3 and the affirmative votes by Holders of claims in Classes 4 and 5 in support of confirmation further demonstrates that the Plan was proposed in good faith.

k. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). To the best of my knowledge, no payment for services or costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been or will be made, other than payments that have been authorized by an order of the Court, including without limitation by the confirmation of the Plan by this Confirmation Order.

l. Liquidating Trustee, Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The identity, affiliations, and compensation of the Liquidating Trustee proposed to serve after the Effective Date have been fully disclosed in the Plan Supplement.

m. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for rate changes subject to the jurisdiction of any governmental regulatory agency.

n. Best Interests of Creditors Test (11 U.S.C. § 1129(a)(7)). With respect to each impaired Class, each Holder of a Claim or Equity Interest either has accepted the Plan or will receive or retain under the Plan on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would have received or retained had the Debtors been liquidated under chapter 7 of the Bankruptcy Code on such date.

o. Treatment of Administrative and Tax Claims (11 U.S.C. § 1129(a)(9)). The Plan provides treatment for Allowed Administrative Claims and Allowed Priority Tax Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code, which requires that a plan satisfy administrative and certain priority tax claims in full and in cash unless the holder of a particular claim agrees to a different treatment with respect to such claim. The Plan provides

treatment for Allowed Administrative Claims and Allowed Priority Tax Claims that is consistent with the requirements of Section 1129(a)(9) of the Bankruptcy Code. Unless otherwise agreed to, the Holder of each Allowed Administrative Claim will receive full payment in Cash on account of such Claim within the prompt timeframe specified in the Plan with respect to such Claim.

Further, while the Plan does not specifically provide for the payment in full of Allowed Priority Tax Claims on the Effective Date, the Plan provides that all Allowed Priority Tax Claims must be paid in full, including interest as required under the Bankruptcy Code, prior to any distribution on account of a lower priority Claim. Further, the Plan provides that nothing in the Plan shall affect or impair any Governmental Entity from seeking payment on account of its Claim(s) from any third party who may have liability.

I understand that all Holders of Priority Tax Claims received solicitation packages and ballots, and none of the Holders of Priority Tax Claims filed an objection to confirmation, and there were no votes in support or opposition to confirmation of the Plan by Holders of Priority Tax Claims. Accordingly, this Court should conclude that Holders of Priority Tax Claims, having received notice of the proposed treatment, and that they did not object to the proposed treatment of their Claims or vote in opposition to the Plan, consented to the proposed treatment of Class 2 Claims, as set forth in the Plan.

Accordingly, I believe, based upon the foregoing, the Plan satisfies the requirements of Section 1129(a)(9).

p. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). I am familiar with the voting procedures as approved by the Solicitation Order, the certifications of service filed by Stretto, and the tabulation of votes as set forth in the Voting Declaration, all of which demonstrates

that such solicitation and tabulation was conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order.

Specifically, as set forth in the Voting Declaration, the Plan has been accepted by Classes 1 and 4, each of which are Impaired under the Plan, determined without including the acceptance of the Plan by any insider. Further, I understand that no holders of any Class 2 Ballots voted to accept or reject the Plan. I understand that 81.1% of the Class 5 Ballots received by the Voting Agent (23 of 28 votes), representing 63.8% of the amount of Class 5 claims (\$1,529,318.30 of \$2,397,168.04) voted to accept the Plan.

I understand that Holders of Class 3 Claims were deemed to accept the Plan because the Plan provides that their Claims are unimpaired, and that Holders of Class 6 Interests were deemed to reject the Plan.

q. Feasibility (11 U.S.C. § 1129(a)(11)). The Plan itself calls for liquidation of the Debtors. Therefore, confirmation of the Plan is not likely to be followed by the need for further financial reorganization of the Debtors, thereby satisfying (or eliminating the need to consider) section 1129(a)(11) of the Bankruptcy Code.

r. Payment of Fees (11 U.S.C. § 1129(a)(12)). As set forth in Section 13.15 of the Plan (as modified by Paragraph 30 of this Order), all fees payable pursuant to section 1930(a) of the Judicial Code shall be paid as provided therein.

s. Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Plan does not modify retiree benefits (as such term is defined under section 1114 of the Bankruptcy Code), if any. Thus, the Plan complies with Section 1129(a)(13) of the Bankruptcy Code.

t. Domestic Support Obligation (11 U.S.C. § 1129(a)(14)). The Debtors are not required to pay any domestic support obligations. Therefore, 11 U.S.C. § 1129(a)(14) is inapplicable.

u. Individual Debtor Requirements (11 U.S.C. § 1129(a)(15)). The Debtors were not individuals. Therefore, 11 U.S.C. § 1129(a)(15) is inapplicable.

v. Identification of Plan Proponents (Fed. R. Bankr. P. 3016(a)). As required by Bankruptcy Rule 3016(a), the Plan is dated and identifies the Committee as the sole proponent of the Plan.

w. Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b)). The Plan satisfies all of the applicable requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8). As set forth in the Voting Declaration, the Holders of Classes 1 and 4 each voted to accept the Plan. No Holders of Claims in Class 2 voted to accept or reject the Plan. Holders of Class 5 voted to reject the Plan because, although 81.1% of the Class 5 Ballots received by the Voting Agent (23 of 28 votes) voted in support of confirmation, only 63.8% of the amount of Class 5 claims (\$1,529,318.30 of \$2,397,168.04) voted to accept the Plan.

Under the Plan, Interests (Class 6) are not receiving a distribution or retaining any property, and consequently, are deemed to have rejected the Plan. Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may still be confirmed, notwithstanding that not all impaired Classes have voted to accept the Plan, if the Plan is fair and equitable with respect to, and does not unfairly discriminate against, such Classes. Here, all Interests in Class 6 (Interests) are deemed cancelled. Accordingly, it is my understanding that the Plan is fair and equitable with respect to such Classes and does not unfairly discriminate against such Classes. Therefore, the Plan complies with section 1129(b) of the Bankruptcy Code and Class 6 (Interests) were deemed to have rejected the Plan.

x. Principal Purpose of Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933.

y. Section 1129(c) – Only One Plan. Other than the Plan, no plan has been filed in the Chapter 11 Case and neither the Debtors, the Committee, nor any other party is presently seeking confirmation of any plan other than the Plan. Therefore, the Plan complies with section 1129(c) of the Bankruptcy Code.

43. Compliance with Bankruptcy Rule 3016(c). In accordance with Bankruptcy Rule 3016(c), the Plan describes in specific and conspicuous bold language all acts to be enjoined and identifies the entities that would be subject to the injunction to the extent required thereunder.

Objections to Confirmation

44. I understand that, since the filing of the Plan, the Debtors have received two objections to confirmation of the Plan: an informal objection received from Lily Grace Investments Pty Ltd. (“Lily Grace”), and an objection filed by Lauren Brodock (“Ms. Brodock”) [Docket No. 435] (the “Objections”). As more fully set forth in the Debtors’ Memorandum of Law in Support of an Order (I) Approving Disclosure Statement on a Final Basis; and (ii) Confirming Combined Disclosure Statement and Plan of Liquidation Dated December 12, 2025 being filed substantially contemporaneously herewith, I believe that the Objections should be overruled.

The Releases and Exculpation Provisions

45. The Plan provides releases and exculpation to a narrowly tailored universe of parties, and the Plan contains no third-party releases.

46. Specifically, the releases set forth in Section 9.02 of the Plan, titled “Debtor Releases,” provide as follows:

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

47. Section 1.89 of the Plan defines “Released Party,” each of the following in their respective capacity as follows:

(i) the Debtors, their officers, directors, managers, and members, each only to the extent of their status as of the Petition Date, and Professionals (ii) the Committee, its Professionals and its members (only in their capacity as such), (iii) the DIP Lenders and their officers, directors, managers, and members and professionals (only in their capacity as such); and (iv) the DIP Agent and Prepetition Agent and their professionals.

48. Section 9.03 of the Plan, titled “Exculpation and Limitation of Liability,” Provides as follows:

Except as otherwise specifically provided herein, the Exculpated Parties shall not have or incur, and are hereby released and exculpated from, any liability, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured and whether asserted or assertable directly or derivatively in law or equity, to any Holder of a Claim or an Interest, or any other party-in-interest, or any of their respective members, directors, officers, managers, trustees, employees, advisors, attorneys, professionals, agents, partners, stockholders or Affiliates, or any of their respective successors or assigns, for any act or omission in connection with, relating to or arising out of, the Chapter 11 Cases, the formulation, negotiation, or implementation of the Combined Disclosure Statement and Plan, solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the Consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction), and such parties in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Combined Disclosure Statement and Plan. For the avoidance of doubt, nothing contained in this paragraph shall exculpate acts or omissions prior to the Petition Date or post-Effective Date.

Section 1.44 of the Plan defines “Exculpated Parties” as follows:

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

49. As more fully set forth in the proposed order confirming the Plan, the Debtors further clarified that the Released Parties and Indemnified Parties shall not include Paul Sloyan, Arran Stewart, Ralph Henderson, Graeme Bell, Curt Smith, Thomas Harvey, James Bradley, Carry Levine, Mir Ali, Erin Wilson, and Michael Boes. Further, and solely for purposes of clarification: Mark Guest shall be an Indemnified Party but he shall not be a Released Party for actions or

inactions arising prior to the Petition Date, but he shall be a Released Party for actions taken after the Petition Date.

50. Section 9.04 of the Plan, titled “Injunction,” provides as follows:

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

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

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

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

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

51. Taken together, Article IX of the Plan provides for the release of claims by the Debtors and their estates, exculpation and limitation of liability as well as plan injunctions under the Plan. I believe that each are integral components of the Plan and the transactions and compromises embodied therein and are appropriate and necessary under the circumstances, especially in light of the Global Settlement Agreement, which terms are to be effectuated through the Plan.

52. It is my understanding that the release provisions are consistent with the Bankruptcy Code and comply with applicable case law, including because there are no “third party” releases being granted under the Plan. The Plan contains a release of claims of the Debtors and their Estates against the Released Parties relating to, in whole or in part, the Debtors and their estates, these Chapter 11 Cases or the other subject matter described in Section 9.2 of the Plan (the “Debtor Releases”). The Debtor Releases are a critical component of the Global Settlement, and are an indispensable component to achieve final resolution of potential disputes that would otherwise negatively affect the Debtors’ estates and the recoveries available under the Plan. It is also my understanding that the Debtor Releases do not release (a) any Released Party from any Causes of Action arising from or related to any act or omission by such Released Party that is determined in a final order to have constituted intentional fraud, willful misconduct, bad faith or gross negligence, and (b) any post-Effective Date obligations of any party or entity under the Plan

or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Further, the Released Parties contributed significant time and resources analyzing and negotiating terms of the Plan, the Global Settlement and/or other transactions, all of which helped maximize the value of the Debtors' Estates for the benefit of all parties in interest. I believe the Debtor Releases are fair, reasonable, and necessary to protect these individuals who helped the Debtors navigate orderly liquidation and wind down. Without the contribution of each of the Released Parties, significant value of the Debtors' Estates and assets very likely would have been lost to the detriment of all creditors. The list of Released Parties contained in Section 1.89 of the Plan was narrowly tailored so that only directors, officers, and employees of the Debtors on the Petition Date may be Released Parties.

53. In addition to the releases discussed above, I understand that Section 9.3 of the Plan provides for the exculpation of the Exculpated Parties for claims arising out of or relating to, among other things, the Debtors, these chapter 11 cases, and the negotiations and agreements made in connection therewith (the "Exculpation Provision"). I further understand that the Exculpation Provision carves out acts or omissions that are determined in a final order to have constituted gross negligence, bad faith or willful misconduct. For much the same reasons supporting the Debtor Releases, I believe that the Exculpated Parties have participated in the Debtors' chapter 11 cases in good faith and that the Exculpation Provision is necessary to protect the Exculpated Parties from collateral attacks related to any good faith acts or omissions related to the Debtors' chapter 11 cases. Further, I believe that the scope of the Exculpation Provision is appropriately tailored to conform to what I am advised are the applicable legal standards for such exculpation provisions that have been determined to be appropriate by this Court and others. I believe that the Exculpated Parties have participated in the Debtors' chapter 11 cases in good faith and that the Exculpation

Provision is necessary to protect the Exculpated Parties from collateral attacks related to any good faith acts or omissions related to the Debtors' chapter 11 cases

54. While the parties identified as Released Parties and Indemnified Parties in the Plan were narrowly tailored, in the proposed order confirming the Plan, the Debtors further clarified that the universe of Released Parties and Indemnified Parties shall not include Paul Sloyan, Arran Stewart, Ralph Henderson, Graeme Bell, Curt Smith, Thomas Harvey, James Bradley, Carry Levine, Mir Ali, Erin Wilson, and Michael Boes. Further, Mark Guest shall be an Indemnified Party but he shall not be a Released Party for actions or inactions arising prior to the Petition Date, but he shall be a Released Party for actions taken after the Petition Date.

55. I believe that the scope of the Debtor Releases and Exculpation Provision are appropriately tailored to conform to what I am advised are the applicable legal standards for such exculpation provisions that have been determined to be appropriate by this Court and others. Accordingly, I believe that the Release and Exculpation Provisions should be approved as appropriate under section 1125(e) of the Bankruptcy Code.

56. I am advised that the injunction provision contained in Section 9.4 of the Plan is necessary to, among other things, enforce the release and exculpation provisions of the Plan, and I believe that the injunction provision is appropriately tailored to achieve that purpose and to preserve the assets of the Estates for the benefit of creditors.

Feasibility and Liquidation Analysis

57. As Chief Executive Officer, and after consultation with the Debtors' officers, employees, and professionals, I am familiar with all of the Debtors' finances. Among other things, I was involved in the preparation of the Chapter 11 petitions, certain of the pleadings filed these Chapter 11 cases, including the schedules and statements of financial affairs, the sale of

substantially all of the Debtors' assets, and the Global Settlement Agreement between the Debtors, the Committee, and the Secured Lenders.

58. Based upon my first-hand knowledge of the Debtors' finances, I believe that, to the best of my knowledge based upon the facts as currently known, but subject to the contingencies of litigation of assets by the Liquidating Trust, which may include claims against the Debtors former officers and directors, the Plan is feasible and the liquidation analysis is accurate.

**Settlement between the Debtors, Breakout Capital, LLC and
Breakout Capital Fund IV, LLC and Serengeti/Ghost Tree**

59. On January 16, 2026, the Debtors filed a Motion Pursuant to 11 U.S.C. §§ 105(a) and 363 and Fed. R. Bankr. P. 9019(b) Authorizing and Approving a Settlement (the "Breakout Settlement") Between the Debtors, Breakout Capital, LLC and Breakout Capital Fund IV, LLC and Serengeti/Ghost Tree [Docket No. 438] (the "Breakout Settlement Motion"). While the relief sought under Breakout Settlement Motion is not part of confirmation of the Plan, the proposed order seeking confirmation of the Plan also approves the Breakout Settlement Motion.

60. As more fully set forth in the Breakout Settlement Motion, prior to the Petition Date, the Debtors entered into multiple agreements to sell or factor their accounts receivable, including agreements with Breakout Capital, LLC and Breakout Capital Fund IV, LLC (collectively, "Breakout") and Serengeti/Ghost Tree. Solely with respect to the Debtors' prepetition accounts receivable (the "Prepetition A/R"), as of the Petition Date, Breakout had a senior security interest and Serengeti/Ghost Tree had a second position security interest.

61. On the eve of confirmation, Breakout and Serengeti/Ghost Tree reached a settlement with respect to the Prepetition A/R, by and through which, among other things, Serengeti/Ghost Tree has agreed to remit \$100,000 to Breakout prior to January 31, 2026, and Breakout will be entitled to all payments received on account of the Debtors' Prepetition A/R due

from Mohawk Valley Health System (the “Mohawk Settlement”), in exchange for (i) the transfer of Breakout’s rights as a secured creditor with a senior security interest in the Prepetition A/R to Serengeti/Ghost Tree. Further, Serengeti/Ghost Tree shall be entitled to all payments due to the Debtors on account of the Debtors’ Prepetition A/R, including any amounts due in connection with the Debtors’ settlement with the Trustees of the Eastern Star Hall and Home of the State of New York or its successors (the “Eastern Star Settlement”).

62. The Debtors are a party to the Breakout Settlement, not because the Debtors are providing any value to either Breakout or Serengeti/Ghost Tree, but because they are the nominal party with respect to the Prepetition A/R, even if such rights are subject to validly perfected security interests or have been sold. However, the Debtors and their estates will receive material benefits from the Breakout Settlement. As a part of the Breakout Settlement, the Debtors and their estates shall receive the following benefits: First, all of Breakout’s claims against the Debtors and their estates shall be waived. Second, Breakout (and not the Debtors) shall be responsible for the payment of any and all legal fees and expenses due in connection with the Mohawk Settlement. Third, Serengeti/Ghost Tree (and not the Debtors) shall be responsible for the payment of all legal fees and expenses due in connection with the Eastern Star Settlement. Significantly, the Breakout Settlement expressly provides that nothing in the Settlement shall affect or impair the rights of any third party, including without limitation, (i) any rights or defenses of any prepetition account receivable debtors or (ii) any creditor of the Debtors asserting a security interest in the Debtors’ prepetition accounts receivable junior to Breakout and Serengeti/Ghost Tree.

63. Accordingly, based upon (i) the tangible and valuable benefits to the Debtors and their estates, (ii) neither the Debtors, their estates, or any third party (including any party asserting a junior security interest in the Prepetition A/R) will be adversely affected or impaired by the

proposed Settlement, and (iii) the fact that the Settlement needs to be approved so that the proposed payment from Serengeti/Ghost Tree can be made by the agreed January 31, 2026 deadline, the Debtors requested that the Settlement between the Debtors, Breakout, and Serengeti/Ghost Tree be approved in connection with confirmation of the Debtors' Plan.

64. Based upon the foregoing, I believe that the Breakout Settlement is a valid exercise of the Debtors' business judgment.

Conclusion

65. Based on the foregoing, I believe that the Plan satisfies the requirements of the Bankruptcy Code and should be confirmed.

Dated: January 19, 2026

/s/ Robert J. Corliss

Robert J. Corliss, Chief Executive Officer