IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC.,[1] Debtor.	Chapter 11 Subchapter V Case No. 25-10669 (BLS) **Ref. Docket Nos. 172, 188, 190, 197, 200, 206, 211, 212**

ORDER CONFIRMING THE SECOND AMENDED SUBCHAPTER V CHAPTER 11 PLAN OF LIQUIDATION OF SOLID FINANCIAL TECHNOLOGIES, INC.

Solid Financial Technologies, Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case (the "Chapter 11 Case" or the "Case"):

a. commenced this Chapter 11 Case, on April 7, 2025 (the "Petition Date"), by filing a voluntary petition in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") for relief under subchapter V of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

b. continued to use its cash on hand to facilitate an orderly wind-down of its business and remaining assets;

c. filed on July 2, 2025, the Debtor's Subchapter V Status Report Pursuant to 11 U.S.C. §1188 [Docket No. 103] (the "Status Report");

d. filed, on July 7, 2025, the Debtor's proposed *Subchapter V Chapter 11 Plan of Liquidation* [Docket No. 104]

e. filed, on September 25, 2025, the Debtor's *First Amended Subchapter V Chapter 11 Plan of Liquidation* with the accompanying Liquidation Analysis[2] [Docket No. 172];

f. caused the notice of the Confirmation Hearing and the deadline for objecting to confirmation of the Plan [Docket No. 190] (the "Confirmation Hearing Notice") to be filed on October 10, 2025 and distributed on or about October 14, 2025, in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy

[1] The Debtor in this Chapter 11 Case, its jurisdiction of organization, and the last four digits of its U.S. taxpayer identification number is: Solid Financial Technologies, Inc., a Delaware corporation (8838). The Debtor's mailing address is: Solid Financial Technologies, Inc., c/o Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, DE 19958.

[2] Capitalized terms used but not defined herein are ascribed the definitions given to them in the Plan (as defined herein).

Procedure (the "Bankruptcy Rules"), as evidenced by, among other things, the Affidavit of Service related thereto [Docket No. 200];

g. filed, on October 22, 2025, the *Notice of Filing of Plan Supplement* [Docket No. 197] (the "Plan Supplement");

h. filed, on November 6, 2025, the Debtor's *Second Amended Subchapter V Chapter 11 Plan of Liquidation* with the accompanying Liquidation Analysis [Docket No. 206] (as may be modified, amended, or supplemented from time to time, the "Plan");

i. filed, on November 10, 2025, the *Declaration of Jeriad Paul of Omni Agent Solutions, Inc., Regarding Voting and Tabulation of Ballots Accepting and Rejecting the Debtor's Second Amended Subchapter V Chapter 11 Plan of Liquidation* [Docket No. 212] (the "Voting Report"); and

j. filed, on November 10, 2025, the *Memorandum of Law in Support of the Debtor's Second Amended Subchapter V Chapter 11 Plan of Liquidation* [Docket No. 211] (the "Confirmation Brief").

This Bankruptcy Court having:

a. entered the *Order (I) Scheduling a Hearing on Plan Confirmation and Deadlines Related Thereto; (II) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (III) Granting Related Relief* [Docket No. 188] (the "Solicitation Procedures Order");

b. set November 6, 2025, at 4:00 p.m. (ET) as the deadline for filing objections in opposition to the Plan;

c. set November 6, 2025, at 4:00 p.m. (ET) as the deadline for voting on the Plan and electing to opt into the Plan Release;

d. set November 12, 2025, at 10:00 a.m. (ET) as the date and time for the commencement of the Confirmation Hearing in accordance with Bankruptcy Rules 3017.1 and 3018 and sections 1126, 1128, 1129, and 1191 of the Bankruptcy Code;

e. reviewed the Plan, the Voting Report, the Confirmation Brief, and all pleadings, exhibits, statements, responses, and comments regarding Plan confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Case;

f. reviewed the Status Report;

g. held a status conference with respect to the Status Report on October 9, 2025;

h. held the Confirmation Hearing;

i. heard statements and arguments made by counsel with respect to Plan confirmation;

j. considered, if any and as applicable, all oral representations, live testimony, written direct testimony, exhibits, documents, filings, and other evidence presented at the Confirmation Hearing;

k. entered rulings on the record at the Confirmation Hearing held on November 12, 2025 (the "Confirmation Ruling"); and

l. overruled any and all objections to the Plan and to confirmation thereof and all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated.

NOW, THEREFORE, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Plan confirmation have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the record of the Case and the legal and factual bases set forth in the documents filed in support of Plan confirmation and presented at the Confirmation Hearing establish just cause for the relief granted in the Confirmation Order; and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law, and order.

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Finding of Fact and Conclusions of Law.

1. The findings of fact and the conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in accordance with rule 52 of the Federal Rules of Civil Procedure, as made applicable to this proceeding by Bankruptcy Rules 7052 and 9014. All findings of fact and conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing in relation to Plan confirmation are hereby incorporated into this Confirmation Order to the extent not inconsistent herewith. To the extent that any of the following constitutes findings

of fact or conclusions of law, they are adopted as such. To the extent any finding of fact or conclusion of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing and incorporated herein) constitutes an order of the Bankruptcy Court, it is adopted as such.

B. Jurisdiction and Venue.

2. Venue in this Bankruptcy Court was proper as of the Petition Date and continues to be proper under 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Bankruptcy Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtor has confirmed its consent, pursuant to Bankruptcy Rule 7008 and Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court. The Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

C. Eligibility for Relief.

3. The Debtor was and continues to be an entity eligible for relief under section 109 of the Bankruptcy Code and Subchapter V of Chapter 11 of the Bankruptcy Code pursuant to the Small Business Debtor Reorganization Act of 2019, Pub. L. No. 116-54, effective February 19, 2020, as amended.

D. Commencement of the Case.

4. On the Petition Date, the Debtor commenced the Case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor has operated its business and

managed its property as a debtor in possession pursuant to sections 1107(a) and 1184 of the Bankruptcy Code.

E. Appointment of the Subchapter V Trustee.

5. On April 8, 2025, the United States Trustee appointed Jami Nimeroff, Esq., as the Subchapter V Trustee pursuant to section 1183(a) of the Bankruptcy Code [Docket No. 5]. No other trustee, examiner, or official committee has been appointed in the Case.

F. Plan Supplement.

6. The Plan Supplement complies with the terms of the Plan, and the Debtor provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the facts and circumstances of the Case. No other or further notice is or will be required with respect to the Plan Supplement. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtor has reserved the right to alter, amend, update, or modify the Plan Supplement before the Effective Date, subject to compliance with the Bankruptcy Code and the Bankruptcy Rules.

G. Objections Overruled.

7. Any resolution or disposition of objections to the Plan explained or otherwise ruled upon by the Bankruptcy Court on the record at the Confirmation Hearing is hereby incorporated by reference. All unresolved objections, statements, and reservations of rights are hereby overruled on the merits.

H. Transmittal and Mailing of Materials; Notice.

8. The Debtor provided due, adequate, and sufficient notice of the Plan, the Solicitation Packages, the Confirmation Hearing Notice, the Plan Supplement, and all the other materials distributed by the Debtor in connection with Plan confirmation in compliance with the

Bankruptcy Rules (including Bankruptcy Rules 2002(b), 3017.2, 3019, and 3020(b)), the Local Rules, and the procedures set forth under Subchapter V of the Bankruptcy Code. The Debtor provided due, adequate, and sufficient notice of the Voting Deadline and Confirmation Objection Deadline, the Confirmation Hearing (as may be continued from time to time), and any applicable bar dates and hearings in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. No other or further notice is or shall be required.

I. Solicitation.

9. The Debtor solicited votes for acceptance and rejection of the Plan in good faith, and such solicitation complied with all applicable sections of the Bankruptcy Code, and all other applicable rules, laws, and regulations.

J. Voting Report.

10. Before the Confirmation Hearing, the Debtor filed the Voting Report. The Voting Report was admitted into evidence during the Confirmation Hearing. The procedures used to tabulate ballots were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

11. As set forth in the Plan, Holders of General Unsecured Claims and Preferred Equity Interests in Classes 3 and 4 (the "Voting Classes") were eligible to vote on the Plan. Holders of Claims in Classes 1 and 2 (the "Deemed Accepting Classes") are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan. Holders of Common Equity Interests in Class 5 (the "Deemed Rejecting Class") are Impaired and conclusively deemed to reject the Plan, and, therefore, are not entitled to vote to accept or reject the Plan.

12. As evidenced by the Voting Report, Class 4 voted to accept the Plan in accordance with section 1129, as modified by section 1191, of the Bankruptcy Code.

K. Bankruptcy Rule 3016.

13. The Plan and all modifications thereto are dated and identify the Debtor submitting them, thereby satisfying Bankruptcy Rule 3016(a). The Plan contains adequate information and, pursuant to section 1181(b) of the Bankruptcy Code, a separate disclosure statement is not needed. The injunction, release, and exculpation provisions in the Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

L. Burden of Proof.

14. The Debtor, as the Plan proponent, has met its burden of proving the elements of sections 1129(a) and 1191 of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Plan confirmation. Further, the Debtor has proven the elements of sections 1129(a) and 1191 of the Bankruptcy Code by clear and convincing evidence. Each declarant whose declarations were submitted on behalf of the Debtor in connection with Plan confirmation was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

M. Compliance with the Requirements of Section 1129 of the Bankruptcy Code.

15. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.

16. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

Sections 1122 and 1123(a)(1)—Proper Classification.

17. The Plan satisfies the requirements of sections 1122 and 1123(a)(1) of the Bankruptcy Code. Section 3 of the Plan provides for the separate classification of Claims and Interests into five (5) different Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Expense Claims and Priority Tax Claims, which are addressed in Section 2 of the Plan and are not required to be designated as separate classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of such Claims and Interests, such classifications were not implemented for any improper purpose and do not unfairly discriminate between, or among, Holders of Claims and Interests. Each Class of Claims or Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

Section 1123(a)(2)—Specification of Unimpaired Classes.

18. The Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. Section 3 of the Plan specifies that Claims in Classes 1 and 2 are Unimpaired under the Plan and Claims and Interests in Classes 3, 4, and 5 are Impaired under the Plan. In addition, the Plan provides that the fees of the Subchapter V Trustee shall, by definition, be treated as Professional Fee Claims.

Section 1123(a)(3)—Specification of Treatment of Impaired Classes.

19. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. Section 4 of the Plan specifies the treatment of each Impaired Class under the Plan.

Section 1123(a)(4)—No Discrimination.

20. The Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code. Section 4 of the Plan provides the same treatment to each Claim or Interest in any particular Class,

as the case may be, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest.

Section 1123(a)(5)—Adequate Means for Plan Implementation.

21. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The Plan and the various documents included in the Plan Supplement provide adequate and proper means for the Plan's execution and implementation.

Section 1123(a)(6)—Non-Voting Equity Securities.

22. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code. The Plan does not provide for the issuance of non-voting equity securities.

Section 1123(a)(7)—Directors, Officers, and Trustees.

23. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. Section 11.2 of the Plan dissolves the Debtor's existing board of directors and dismisses the Debtor's remaining officers and directors, as of the Effective Date without any further action. Section 6.5.4 provides for the appointment of the Liquidation Trustee to administer the Liquidation Trust.

Section 1123(b)—Discretionary Contents of the Plan.

24. The Plan's discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b) of the Bankruptcy Code.

Impairment/Unimpairment of Any Class of Claims or Interests.

25. Pursuant to the Plan, Section 4 of the Plan impairs or leaves Unimpaired, as the case may be, each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

Assumption and Rejection of Executory Contracts and Unexpired Leases.

26. Under Section 9 of the Plan, the Plan provides for the rejection of the Debtor's executory contracts and unexpired leases as of the Effective Date, unless such executory contract or unexpired lease: (i) previously has been assumed pursuant to Final Order of the Bankruptcy Court, (ii) is specifically designated as an executory contract or unexpired lease to be assumed in the Plan or any Plan Supplement, or (iii) is the subject of a separate assumption motion under section 365 of the Bankruptcy Code prior to the Effective Date.

Debtor Release.

27. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code, the releases of claims and Causes of Action by the Debtor described in Section 11.8 of the Plan (the "Debtor Release") represent a valid exercise of the Debtor's business judgment and is an essential provision of the Plan. The Debtor's or the Liquidation Trustee's pursuit of any such claims or Causes of Action against the Released Parties is not in the best interests of the Estate's various constituencies because the costs involved would likely outweigh any potential benefit from pursuing such claims or Causes of Action. The Plan, including the Debtor Release, was negotiated by sophisticated parties represented by able counsel and financial advisors. The Debtor Release is therefore the result of an arm's-length negotiation process.

28. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Case. The Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, is: (a) in the best interests of the Debtor and all holders of Claims and Interests; (b) fair, equitable, and reasonable; (c) given and made after due notice and opportunity for hearing; and (d) a bar to the Debtor or its Estate asserting any claim or Cause of Action released pursuant to such release. In light of, among other things, the value

provided by the Released Parties to the Debtor's Estate and the critical nature of the Debtor Release to the Plan, the Debtor Release is approved.

Release by Holders of Claims and Interests.

29. The release by the Releasing Parties (the "Third-Party Release"), set forth in Section 11.9 of the Plan, is an essential provision of the Plan. The scope of the Third-Party Release in the Plan is appropriately tailored under the facts and circumstances of this Case, the Releasing Parties received due and adequate notice of the Third-Party Release, and each Releasing Party affirmatively opted into granting the Third-Party Release. The Third-Party Release is: (a) consensual; (b) materially beneficial to, and in the best interests of, the Debtor, its Estate, and its stakeholders, and is important to the overall objectives of the Plan to finally resolve certain Claims among or against certain parties in interest in the Case; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; (e) a bar to any of the Releasing Parties asserting any claim or Cause of Action released by the Third-Party Release against any of the Released Parties; and (i) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

30. The Third-Party Release is an integral part of the Plan. Like the Debtor Release, the Third-Party Release facilitated participation of the Released Parties in both the Plan and the chapter 11 processes generally. The Third-Party Release is instrumental to the Plan and was critical in incentivizing the Released Parties to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests.

31. Furthermore, the Third-Party Release is consensual as the Releasing Parties affirmatively opted into granting the Third-Party Release, were provided adequate notice of the chapter 11 proceeding, the Plan, the deadline to object to confirmation of the Plan, and the release

provisions of the Plan were conspicuous, emphasized with boldface type in the Plan and the Ballots. Among other things, the Plan provides appropriate and specific disclosure with respect to the claims and Causes of Action that are subject to the Third-Party Release, and no other disclosure or notice is necessary. The Third-Party Release is specific in language, integral to the Plan and given for consideration. In light of the foregoing, the Third-Party Release is approved.

Exculpation.

32. The exculpation provisions set forth in Section 11.10 of the Plan, as modified by this Confirmation Order, are essential to the Plan (the "Exculpation"). The Exculpation is essential to the Plan and appropriately affords protection to certain parties who constructively participated in and contributed to the Debtor's chapter 11 process. The record in the Chapter 11 Case fully supports the Exculpation, which is appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

Injunction.

33. The injunction provisions set forth in Section 11.5 of the Plan are essential to the Plan and are necessary to implement the Plan, the Debtor Release, the Third-Party Release, and the Exculpation provisions in Section 11 of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes.

Preservation of Claims and Causes of Action.

34. Section 11.12 of the Plan appropriately provides for the preservation by the Debtor of certain Causes of Action in accordance with section 1123(b)(3)(B) of the Bankruptcy Code. Causes of Action not released by the Debtor or exculpated under the Plan, including the Preserved Actions, shall vest in the Liquidation Trust on the Effective Date. The Liquidation Trustee, on and after the Effective Date, may enforce all rights to commence, prosecute, or settle, as appropriate, any and all Causes of Action (including the Preserved Actions), whether arising before or after the

Petition Date, and the Liquidation Trustee's right to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date.

Lien Releases.

35. Except as otherwise specifically provided in this Confirmation Order, the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, or executed in connection therewith, to implement the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released.

Additional Plan Provisions.

36. The other discretionary provisions of the Plan, including the Plan Supplement, are appropriate and consistent with applicable provisions of the Bankruptcy Code, including, without limitation, provisions for the allowance of certain Claims and Interests and the retention of court jurisdiction.

Section 1129(a)(2)—Debtor's Compliance with the Applicable Provisions of the Bankruptcy Code.

37. The Debtor, as the Plan proponent, has complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1126, 1128, 1129, 1191(b), and with Bankruptcy Rules 2002, 3017.1, 3018, and 3019. The Debtor and its agents have solicited and tabulated votes on the Plan in good faith and in a manner consistent with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by the Exculpation provisions set forth in Section 11.10 of the Plan.

38. The Debtor and its agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan.

Section 1129(a)(3)—Proposal of Plan in Good Faith.

39. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtor has proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of the Case, the Plan itself, and the process leading to its formulation. The Debtor's good faith is evident from the facts and the record of the Case and the record of the Confirmation Hearing and other proceedings held in the Case.

40. The Plan is the product of good faith, arm's-length negotiations by and among the Debtor, the Debtor's directors and officers, and certain other stakeholders involved in the Case. The Plan itself and the process leading to its formulation provide independent evidence of the Debtor's and such other parties' good faith, serve the public interest, and assure fair treatment of Holders of Claims and Interests. Consistent with the overriding purpose of chapter 11, the Debtor filed the Case, and the Plan was negotiated and proposed with the legitimate purpose of maximizing stakeholder value and for no ulterior purpose. Accordingly, the Debtor or the Liquidation Trustee, as appropriate, have been, are, and will continue acting in good faith if it proceeds to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

Section 1129(a)(5)—Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy.

41. Because the Plan provides for the liquidation of the Estate's assets and resignation of the Debtor's directors and officers, section 1129(a)(5) of the Bankruptcy Code does not apply. To the extent section 1129(a)(5) of the Bankruptcy Code applies to the Liquidation Trust, the Debtor has satisfied the requirements of this provision by, among other things, disclosing the identity and affiliation of the Liquidation Trustee.

Section 1129(a)(6)—Rate Changes.

42. Section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval.

Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

43. The Debtor has demonstrated that the Plan is in the best interests of its creditors and equity holders and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied. The evidence in support of the Plan that was proffered or adduced at the Confirmation Hearing, and the facts and circumstances of the Case, establishes that each Holder of Allowed Claims or Allowed Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such Holder would receive if the Debtor were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Certain Impaired Classes; Fairness of Plan with Respect to Rejecting and Deemed Rejecting Classes.

44. The Deemed Accepting Classes are Unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Nevertheless, because the Plan has not been accepted by the Class 5 (the "Rejecting Class"), not all classes have accepted

the Plan. However, pursuant to section 1191(b) of the Bankruptcy Code, the Debtor is not required to satisfy section 1129(a)(8) of the Bankruptcy Code if the Plan does not discriminate unfairly and is fair and equitable with respect to each Class of Claims or Interests that are Impaired under the Plan and have not accepted the Plan.

Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.

45. The treatment of Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims under Section 2 of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

Section 1129(a)(10)—Acceptance by at Least One Impaired Class.

46. Pursuant to the Plan, Classes 3 and 4 are the only Impaired Classes entitled to vote. Class 4 has voted to accept the Plan. Class 3 has voted to reject the Plan, and Holders of Interests in Class 5 are Impaired and conclusively deemed to reject the Plan. Pursuant to 1191(b) of the Bankruptcy Code, the Plan may be confirmed despite the Deemed Rejecting Classes if the Plan does not discriminate unfairly, and is fair and equitable, with respect to each Class of Claims and Interests that has not accepted the Plan.

Section 1129(a)(11)—Feasibility of the Plan.

47. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtor at or before the Confirmation Hearing, if any: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and confirmation of the Plan is not likely to be followed by

further liquidation or the need for further financial reorganization; and (d) establishes that the Debtor will have sufficient funds available to meet its obligations under the Plan.

Section 1129(a)(12)—Payment of Statutory Fees.

48. The Debtor does not have any obligation to pay fees pursuant to section 1930(a) of the Judicial Code due to its status as a small business debtor. Therefore, section 1129(a)(12) is inapplicable to this Case.

Section 1129(a)(13)—Retiree Benefits.

49. The Debtor does not have any obligations to pay retiree benefits (as defined in section 1114 of the Bankruptcy Code). Therefore, section 1129(a)(13) of the Bankruptcy Code is inapplicable to this Case or the Plan.

Section 1129(a)(14), (15), and (16)—Domestic Support Obligations, Individuals, and Nonprofit Corporations.

50. The Debtor does not owe any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to this Case.

Section 1129(d)—Principal Purpose of the Plan.

51. The Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. As evidenced by its terms, the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act, 15 U.S.C. § 77e.

Section 1129(e)—Small Business Cases.

52. This Case is a small business case, and accordingly, section 1129(e) of the Bankruptcy Code is not applicable to this Case by operation of section 1181 of the Bankruptcy Code.

Section 1191—Fair and Equitable and Does Not Unfairly Discriminate.

53. The Plan does not unfairly discriminate and is fair and equitable, within the meaning of section 1191 of the Bankruptcy Code:

a. Bankruptcy Code section 1191(c)(1) is inapplicable because the class of secured claims is unimpaired.

b. As of the Effective Date, the Plan provides that all of the Liquidation Trust Assets, except for those used to pay Plan Expenses, will be applied to make payments under the Plan.

c. There is a reasonable likelihood that the Debtor will be able to make all of the payments under the Plan.

d. The Plan provides appropriate remedies to protect Holders of Claims and Interests in the event that Plan payments are not made.

Satisfaction of Confirmation Requirements.

54. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, if any, the Plan and the Debtor, as applicable, satisfy all the requirements for plan confirmation set forth in section 1129 as modified by section 1191 of the Bankruptcy Code.

Disclosure: Agreements and Other Documents.

55. The Debtor has disclosed all material facts, to the extent applicable, regarding: the identity and affiliations of the Liquidation Trustee; (b) the method and manner of distributions under the Plan; (c) the adoption, execution, and implementation of the other matters provided for under the Plan, including those involving corporate action to be taken by or required of the Debtor or Liquidation Trustee, as applicable; (d) the exemption under section 1146(a) of the Bankruptcy Code; (e) the Preserved Actions; and (f) the adoption, execution, and delivery of all contracts, leases, instruments, securities, releases, indentures, and other agreements related to any of the foregoing.

Conditions to Effective Date.

56. The Plan shall not become effective unless and until the conditions set forth in Section 10 of the Plan have been satisfied or waived pursuant to Section 10.2 of the Plan.

Vesting of Assets.

57. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, upon the Effective Date and in accordance with 11 U.S.C. § 1186, the assets of the Debtor shall vest in the Liquidation Trust for the purpose of liquidating the Estate, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided for in the Plan or any agreement, instrument, or other document incorporated therein, the Liquidation Trustee may use or dispose of the Liquidation Trust Assets and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

Treatment of Executory Contracts and Unexpired Leases.

58. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, the Plan provides for the assumption or rejection of certain executory contracts and unexpired leases, effective as of the Effective Date except where otherwise indicated. The Debtor's determinations regarding the assumption or rejection of executory contracts and unexpired leases are based on and within the sound business judgment of the Debtor, are necessary to the implementation of the Plan and are in the best interests of the Debtor, its Estate, Holders of Claims and Interests and other parties in interest in the Case.

Objections.

59. All parties have had a full and fair opportunity to litigate all issues raised in the objections to confirmation of the Plan, or which might have been raised, and the objections have

been fully and fairly litigated or resolved, including by any agreed-upon reservations of rights as set forth in this Confirmation Order.

II. ORDER

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

60. This Confirmation Order confirms the Plan attached hereto as **Exhibit A** in its entirety as modified herein pursuant to 11 U.S.C. § 1191(b).

61. This Confirmation Order approves the Plan Supplement (including specifically, and without limitation, the Liquidation Trust Agreement) and authorizes the parties to execute the documents contained therein, as they may be amended by this Confirmation Order or otherwise through and including the Effective Date in accordance with and as permitted by the Plan. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order; *provided* that if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control solely to the extent of such conflict.

62. All Holders of Claims in Classes 1 and 2 are conclusively presumed to have accepted the Plan.

63. The terms of the Plan, the Plan Supplement, all exhibits thereto, and this Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest, including, but not limited to: (a) the Debtor; and (b) all Holders of Claims and Interests.

64. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision; it being the intent of the Bankruptcy Court that

the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety.

A. Objections.

65. To the extent that any objections (including any reservations of rights contained therein) to confirmation of the Plan have not been withdrawn, waived, or settled before entry of this Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated on the record of the Confirmation Hearing, all such objections (including any reservation of rights contained therein) are hereby overruled in their entirety and on their merits.

B. Findings of Fact and Conclusions of Law.

66. The findings of fact and the conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing in relation to Confirmation, including the Confirmation Ruling, are hereby incorporated into this Confirmation Order. To the extent that any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any finding of fact or conclusion of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing and incorporated herein) constitutes an order of this Bankruptcy Court, it is adopted as such.

C. Post-Confirmation Modification of the Plan.

67. Subject to the limitations and terms contained in Section 13.4 of the Plan and only in accordance with 11 U.S.C. § 1183(b), the Debtor is hereby authorized to amend or modify the

Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 13.4 of the Plan.

D. Plan Classification Controlling.

68. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder and the classifications set forth on the Ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtor except for voting purposes.

E. Plan Transactions.

69. On the Effective Date, or as soon as reasonably practicable thereafter, the Debtor and the Liquidation Trustee, as applicable, may take any and all actions to effectuate the Plan Transactions, including, without limitation: (i) the execution and delivery of appropriate agreements or other documents of disposition, transfer, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law, (ii) the execution and delivery of any appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt, duty or obligation on terms consistent with the Plan, (iii) the filing of appropriate certificates of incorporation, dissolution, or other similar documents with the appropriate governmental authorities pursuant to applicable law, and (iv) any and all other actions that the Liquidation Trustee determines are necessary or appropriate; *provided*, *however*, that the Debtor shall not be dissolved prior to the Case Closing.

70. The Plan (including all amendments and exhibits), the Confirmation Order, the Plan Supplements (and all amendments and exhibits), and the Liquidation Trust Agreement have been negotiated in good faith and at arm's-length, are in the best interests of the Debtor, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The documents and agreements are essential elements of the Plan and entry into and consummation of the transactions contemplated by each such document or agreement is in the best interests of the Debtor, the Estate, and the Holders of Claims and Interests. The Debtor has exercised reasonable business judgment in determining which documents and agreements to enter into and has provided sufficient and adequate notice of such documents and agreements. The Debtor is authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

F. Corporate Action.

71. On the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved by the Bankruptcy Court in all respects, including, as applicable: (1) the implementation of the Plan Transactions; (2) the selection and appointment of the Liquidation Trustee; and (3) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). Upon the Effective Date, all matters provided for in the Plan involving the corporate structure of the Debtor, and any corporate action required by the Debtor, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtor. On or (as applicable) before the Effective Date, the appropriate officers and directors of the Debtor or the Liquidation Trustee shall be authorized and (as applicable) directed to issue,

execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Debtor or Liquidation Trustee (as applicable), and any and all other agreements, documents, securities, and instruments relating to the foregoing, to the extent not previously authorized by the Bankruptcy Court.

G. Liquidation Trustee Substitution in Debtor-Related Proceedings.

72. The Liquidation Trustee shall be deemed to be the party-in-lieu of the Debtor in all matters. With respect to motions, contested matters, and adversary proceedings pending in this Chapter 11 Case, the Liquidation Trustee shall be substituted for the Debtor without the need or requirement for the Debtor to file motions or substitutions of parties or counsel in each such matter. With respect to all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, the Liquidation Trustee is authorized to file the necessary pleadings or documents in such matters to indicate that the Liquidation Trustee has been deemed the party-in-lieu of the Debtor pursuant to this Confirmation Order.

H. Plan Implementation Authorization.

73. The Debtor or the Liquidation Trustee, as the case may be, and their respective directors, officers, members, agents, and attorneys, financial advisors, and investment bankers are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document related to the Plan, as the same may be modified, amended and supplemented, and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms and the terms hereof, or take any or all corporate actions authorized to be taken pursuant to the Plan or this Confirmation Order, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Bankruptcy Court. To the extent

applicable, each respective state filing or recording office is authorized to accept upon presentment any or all such documents as if filed or recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. Pursuant to section 303 of the General Corporation Law of the State of Delaware and any comparable provision of the business corporation laws of any other state, as applicable, no action of the Debtor's board of directors will be required to authorize the Debtor to enter into, execute and deliver, adopt or amend, as the case may be, any such contract, instrument, release, or other agreement or document related to the Plan, and, following the Effective Date, each of the Plan documents will be a legal, valid, and binding obligation of the Debtor enforceable against the Debtor in accordance with the respective terms thereof.

I. Cancellation of Agreement, Notes, and Interests.

74. On the Effective Date, except as otherwise specifically provided for in the Plan: (i) all notes, stock, interests, instruments, certificates, and other documents evidencing the Interests in the Debtor shall be deemed automatically extinguished, cancelled and of no further force or effect, and neither the Debtor nor the Liquidation Trust shall have any continuing obligations thereunder; and (ii) any indenture or other agreement relating to any of the foregoing shall be deemed automatically extinguished, cancelled, and of no further force or effect, and neither the Debtor nor the Liquidation Trust shall have any continuing obligations thereunder..

J. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan.

75. This Confirmation Order shall constitute all authority, approvals, and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and

transactions referred to in or contemplated by the Plan, the Plan Supplement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

K. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan.

76. The releases, injunctions, and exculpations as set forth in Section 11 of the Plan are incorporated herein in their entirety, are hereby approved and authorized in all respects, are so ordered, and shall be immediately effective on the Effective Date without further order or action on the part of this Bankruptcy Court or any other party; except that (i) Section 6.5.7 of the Plan ("Exculpation Relating to the Liquidation Trust") is deemed to be deleted from the Plan; and (ii) the exculpation set forth in Section 11.10 of the Plan is limited to such acts or omissions that occurred between the Petition Date and the Effective Date.

L. Treatment and Rejection of Executory Contracts and Unexpired Leases.

77. The provisions governing the treatment of executory contracts and unexpired leases set forth in Section 9 of the Plan shall be, and hereby are, approved in their entirety.

78. For the avoidance of doubt, on the Effective Date, except otherwise agreed to by the Debtor and the counterparty to an executory contract or unexpired lease, all executory contracts and unexpired leases to which the Debtor is a party shall be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, effective as of the Effective Date, other than any executory contract or unexpired lease that (i) previously has been assumed pursuant to Final Order of the Bankruptcy Court, (ii) is specifically designated as an executory contract or unexpired lease to be assumed in the Plan or in any Plan Supplement, or (iii) is the subject of a separate assumption motion under section 365 of the Bankruptcy Code prior to the Effective Date.

79. The Plan and the Plan Supplement constituted sufficient notice of the rejection of the Debtor's executory contracts and unexpired leases. This Confirmation Order constitutes approval of such assumptions or rejections of the executory contracts or unexpired leases as set forth in the Plan or the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

M. Provisions Governing Distributions.

80. The distribution provisions of Section 7 of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Liquidation Trustee shall make all distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan or this Confirmation Order, as applicable. For the avoidance of doubt, the Subchapter V Trustee shall not act as the disbursing agent under the Plan.

N. Release of Liens.

81. Except as otherwise specifically provided in this Confirmation Order, the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, or executed in connection therewith, to implement the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released.

O. Post-Confirmation Notices, Professional Compensation, and Bar Dates.

82. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than ten (10) Business Days after the Effective Date, the Liquidation Trustee must cause notice of Plan confirmation and occurrence of the Effective Date (the "<u>Notice of Effective Date</u>") to be served by United States mail, first-class postage prepaid, by hand, by overnight courier service, electronic mail, or by electronic service to all parties served with the Confirmation Hearing Notice; *provided*,

that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtor mailed a Confirmation Hearing Notice but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address,” “forwarding order expired,” or similar reason, unless the Debtor has been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address. For those parties receiving electronic service, filing on the docket is deemed sufficient to satisfy such service and notice requirements.

83. Solely for purposes of lien recordation, the Notice of Effective Date will have the effect of an order of the Bankruptcy Court, constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

84. Professionals or other Entities asserting a Professional Fee Claim for services rendered prior to the Effective Date must file an application for final allowance of such Professional Fee Claim no later than 30 days after the Effective Date. The Liquidation Trustee shall pay Professional Fee Claims in Cash in the amount this Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Liquidation Trustee will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Reserve Amount as estimated in accordance with the Plan. The fees of the Subchapter V Trustee shall be treated as Professional Fee Claims.

85. Except as otherwise provided in the Plan, requests for payment of Administrative Expense Claims must be filed no later than the date that is the first Business Day that is thirty (30) days after the Effective Date. Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims that do not file and serve such a request by the Administrative Expense Claim Bar Date shall be forever barred from

asserting such Administrative Expense Claims against the Debtor, its Estate, its property or the Liquidation Trust, and such Administrative Expense Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Liquidation Trust or any action by the Bankruptcy Court.

P. Notice of Subsequent Pleadings.

86. Except as otherwise provided in the Plan or in this Confirmation Order, notice of all subsequent pleadings in the Chapter 11 Case after the Effective Date will be limited to the following parties: (a) the Liquidation Trust and its counsel; (b) the U.S. Trustee; (c) the Subchapter V Trustee; (d) any party known to be directly affected by the relief sought by such pleadings; and (e) any party that specifically requests notice in writing to the Debtor or Liquidation Trustee, as applicable. Omni Agent Solutions, Inc., as the Debtor's Claims and Noticing Agent, shall maintain the updated service lists but shall not be required to file such updated service lists.

Q. Section 1146 Exemption.

87. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, sale or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, to the fullest extent contemplated by section 1146(a) of the Bankruptcy Code, and, upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents are authorized to forgo the collection of any such tax or governmental assessment and are authorized to accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

R. Preservation of Causes of Action.

88. Except as otherwise provided in the Plan or this Confirmation Order (including the Debtor Release and the Third-Party Release) or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b)(3) of the Bankruptcy Code, the Liquidation Trust shall have vested in it as of the Effective Date, and the Liquidation Trust shall retain and may enforce, any claims, demands, rights, defenses and causes of action that the Debtor or the Estate may hold against any Entity. The Liquidation Trust or its successor may pursue such retained claims, demands, rights, defenses or causes of action, as appropriate, and may settle such claims or causes of action after the Effective Date without notice to parties in interest or approval of this Bankruptcy Court.

S. Effectiveness of All Actions.

89. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Bankruptcy Court, or further action by the Debtor and/or the Liquidation Trustee and their respective directors, officers, members, or stockholders, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

T. Binding Effect.

90. On the date of and after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement, and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtor or the Liquidation Trustee, as applicable, any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements,

compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or this Confirmation Order, and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtor. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

91. Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in the Case, all documents and agreements executed by the Debtor as authorized and directed thereunder and all motions or requests for relief by the Debtor pending before this Bankruptcy Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtor, the Liquidation Trust, and their successors and assigns.

92. The Plan, all documents and agreements executed by the Debtor in connection therewith, this Confirmation Order, and all prior orders of the Bankruptcy Court in the Chapter 11 Case shall be binding against and binding upon and shall not be subject to rejection, modification, or avoidance by any Chapter 7 or Chapter 11 trustee appointed in the Case.

U. Claims Reconciliation Process.

93. The procedures and responsibilities for, and costs of, reconciling Disputed Claims shall be through the Liquidation Trustee as set forth in the Plan or as otherwise ordered by the Bankruptcy Court.

V. Professional Compensation and Reimbursement Claims.

94. Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtor shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the Professionals. Upon

the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtor or the Liquidation Trustee may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

W. Non-severability of Plan Provisions upon Confirmation.

95. Notwithstanding the possible applicability of Bankruptcy Rules 3020(e), 6004(h), 6006(d), 7062, 9014, or otherwise, the terms and conditions of this Confirmation Order will be effective and enforceable immediately upon its entry. Each term and provision of the Plan, and the transactions related thereto as it heretofore may have been altered or interpreted by the Bankruptcy Court is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Confirmation Order; and (c) nonseverable and mutually dependent.

X. Authorization to Consummate.

96. The Debtor is authorized to consummate the Plan, including the Plan Transactions contemplated thereby, at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Section 10 of the Plan. The substantial consummation of the Plan, within the meaning of sections 1101(2) of the Bankruptcy Code, is deemed to occur on the first date, on or after the Effective Date, on which distributions are made in accordance with the terms of the Plan to Holders of any Allowed Claims or Interests (as applicable).

Y. Injunctions and Automatic Stay.

97. Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Case pursuant to sections 105 or 362 of the Bankruptcy Code or any order

of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the closing of this Case. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect.

Z. Lewis & Clark Bank

98. Under Section 4.2 and 8.1 of the Plan, LCB shall (i) have an Allowed Secured Claim related to charges incurred by LCB to maintain the Visa BINS through February 1, 2026, in an amount of no greater than $50,000 (the "LCB Allowed Secured Claim"), as determined in accordance with paragraph 4 of that certain Wind-Down Agreement, by and between Lewis & Clark Bank ("LCB") and the Debtor, dated as of June 26, 2025 (the "Wind-Down Agreement"); and (ii) have the right, notwithstanding Section 11.11 of the Plan, to chargeback, setoff, and/or recoup such LCB Allowed Secured Claim against the Security Reserve (as defined in the Wind-Down Agreement and, as of the date hereof, in the amount of $50,000) currently held by LCB as collateral securing the LCB Allowed Secured Claim. Upon entry of this Confirmation Order and the Plan Effective Date, notwithstanding Section 11.6 of the Plan, no stay or injunction, including, without limitation, the automatic stay, the discharge under Section 11.4 of the Plan, or the injunction under Section 11.5 of the Plan, shall be applicable to the rights and remedies of LCB or its successors, assigns, agents, and attorneys related to the LCB Allowed Secured Claim. To the extent that the LCB Allowed Secured Claim is ultimately less than $50,000, LCB shall return the remaining portion of the Security Reserve (after chargeback, setoff, and/or recoupment of the LCB Allowed Secured Claim) to the Liquidation Trust on or before March 1, 2026. For the avoidance of doubt, (i) LCB is not a Releasing Party and, therefore, the release provisions of Section 11.9 of the Plan do not apply to LCB; and (ii) paragraph 26 of the *Final Order (I) Authorizing the Debtor*

to (A) Continue to Operate Its Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms; (II) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Court of Business; and (III) Granting Related Relief [Docket No. 57] remains in effect, unaffected by confirmation of the Plan.

AA. Texas Comptroller of Public Accounts

99. Notwithstanding anything in the Plan to the contrary, the Plan shall not release or discharge any entity, other than the Debtor or Liquidation Trustee, from any liability owed to the Texas Comptroller of Public Accounts (the "Texas Comptroller") for a tax debt, including interest and penalties on such tax. This provision is not admission by any party that such liability exists.

100. Notwithstanding anything in the Plan to the contrary, the Plan shall not limit the Texas Comptroller's setoff rights under 11 U.S.C. § 553. This provision is not admission by any party that such setoff rights exist.

101. A failure by the Debtor or Liquidation Trustee, as applicable, to make a payment to the Texas Comptroller pursuant to the terms of the Plan shall be an event of default. If the Debtor or Liquidation Trustee, as applicable, fails to cure an event of default as to tax payments within ten (10) calendar days after service of written notice of default from the Texas Comptroller, the Texas Comptroller may (a) enforce the entire amount of its claim, (b) exercise all rights and remedies under applicable nonbankruptcy law, and (c) seek such relief as may be appropriate in this court. Notice of the default shall be served by first class mail and email upon:

(i) the Liquidation Trustee at: The Solid Financial Liquidation Trust, c/o Rock Creek Advisors, LLC, 1738 Belmar Blvd, Belmar, New Jersey 07719, Attn.: Brian Ayers (bayers@rockcreekfa.com);

(ii) Liquidation Trustee's counsel at: Womble Bond Dickinson (US) LLP, 1313 N. Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew P. Ward, Esq. and Marcy J. McLaughlin Smith, Esq. (matthew.ward@wbd-us.com; marcy.smith@wbd-us.com);

(iii) the Office of the United States Trustee at: 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Hannah J. McCollum, Esq. (hannah.mccollum@usdoj.gov); and

(iv) the Subchapter V Trustee at: Brown Nimeroff LLC, 919 N. Market Street, Suite 420, Wilmington, DE 19801, Attn: Jami Nimeroff. Esq. (jnimeroff@brownnimeroff.com).

The Debtor or Liquidation Trustee, as applicable, shall be allowed to cure up to two (2) defaults. Upon a third default, the Texas Comptroller, at its option, may declare the default non-cureable and proceed to collect the remainder of the debt.

BB. Amazon Web Services, Inc.

102. In full and final satisfaction of (i) the General Unsecured Claim filed against the Debtor by Amazon Web Services, Inc. ("AWS") at claim number 9 in the amount of $123,050.94 for prepetition cloud computing and storage services provided by AWS to the Debtor (the "AWS Prepetition Claim"); and (ii) AWS's asserted post-petition Administrative Expense Claim in the amount of $83,352.62 for post-petition services provided to the Debtor (the "AWS Administrative Claim" and, together with the AWS Prepetition Claim, the "AWS Claims"), the Liquidation Trust shall, within five (5) Business Days of the Effective Date, pay $119,413.56 to AWS. Within five (5) Business Days of receipt of payment from the Liquidation Trust to AWS, AWS shall withdraw the remaining portion of its AWS Prepetition Claim.

CC. Modification of the Automatic Stay With Respect to the BSI Litigation

103. Notwithstanding anything to the contrary in the Plan, as of the Effective Date, the automatic stay will be lifted, and the Plan injunction modified, to allow the BSI Litigation, currently pending at Case No. 23-cv-00127 in the United States District Court for the Eastern District of Arkansas, to re-commence. To the extent (i) BSI obtains a final, non-appealable judgment against the Debtor or (ii) the Debtor and BSI reach a settlement of the BSI Litigation

and BSI's Claim against the Estate, such judgment or settlement amount, as applicable, will be treated as an Allowed Class 3 General Unsecured Claim in accordance with the Plan.

DD. Effect of Conflict Between Plan and Confirmation Order.

104. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the Plan shall control. In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

EE. Retention of Jurisdiction.

105. This Bankruptcy Court retains jurisdiction over the Case, all matters arising out of or related to the Case and the Plan, the matters set forth in Section 12 of the Plan, and other applicable provisions of the Plan.

FF. Final Order.

106. This Confirmation Order is a Final Order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

Dated: November 14th, 2025
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC.,[1] Debtor.	Chapter 11 Subchapter V Case No. 25-10669 (BLS) **Confirmation Hearing Date:** **November 12, 2025, at 10:00 a.m. (ET)** **Confirmation Obj. Deadline:** **November 6, 2025 at 4:00 p.m. (ET)**

SECOND AMENDED SUBCHAPTER V CHAPTER 11 PLAN OF LIQUIDATION

Dated: November 6, 2025

WOMBLE BOND DICKINSON (US) LLP

Matthew P. Ward (DE Bar No. 4471)
Todd A. Atkinson (DE Bar No. 4825)
Marcy McLaughlin Smith (DE Bar No. 6184)
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Counsel to the Debtor

[1] The Debtor in this chapter 11 case, its jurisdiction of organization, and the last four digits of its U.S. taxpayer identification number is: Solid Financial Technologies, Inc., a Delaware corporation (8838). The Debtor's mailing address is: Solid Financial Technologies, Inc., c/o Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, DE 19958

INTRODUCTION

Capitalized terms used in this subchapter V chapter 11 plan shall have the meanings set forth in Section 1, unless otherwise defined herein. The Debtor proposes this Plan for the resolution of outstanding Claims against, and Interests in, the Debtor. The Debtor is the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE EXHIBITS TO THE PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. TO ASSIST YOU IN YOUR REVIEW, PLEASE NOTE THE LIST OF DEFINITIONS AT THE START OF THE PLAN AND THE SECTION OF FREQUENTLY ASKED QUESTIONS AT THE END OF THE DOCUMENT.

IN ADDITION TO CASTING YOUR VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OBJECT TO CONFIRMATION OF THE PLAN. IF YOU WISH TO OBJECT TO CONFIRMATION OF THE PLAN, NOVEMBER 6, 2025 at 4:00 P.M. (PREVAILING EASTERN TIME) IS THE DEADLINE BY WHICH YOU MUST DO SO.

YOUR BALLOT STATING HOW YOU ARE VOTING ON THE PLAN MUST BE RETURNED BY NOVEMBER 6, 2025 at 4:00 P.M. (PREVAILING EASTERN TIME).

YOUR BALLOT MUST BE MAILED TO THE FOLLOWING ADDRESS:

If by Regular Mail, Messenger or Overnight Delivery:

Solid Financial Technologies, Inc. Ballot Processing
c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100,
Woodland Hills, CA 91367

A BALLOT MAY ALSO BE SUBMITTED ELECTRONICALLY AT THE FOLLOWING LINK: HTTPS://OMNIAGENTSOLUTIONS.COM/SOLID-BALLOTS

A HEARING ON THE CONFIRMATION OF THE PLAN IS SCHEDULED FOR NOVEMBER 12, 2025 AT 10:00 A.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE BRENDAN L. SHANNON, IN COURTROOM NO. 1, 824 N. MARKET STREET, 6TH FLOOR, WILMINGTON, DELAWARE 19801.

SECTION 11.8 OF THE PLAN CONTAINS RELEASES BY THE DEBTOR OF ANY AND ALL CLAIMS AGAINST THE "RELEASED PARTIES" AS DEFINED IN THE PLAN.

SECTION 11.9 OF THE PLAN CONTAINS RELEASES BY HOLDERS OF CLAIMS AND INTERESTS THAT OPT-IN TO THE RELEASE OF ANY AND ALL CLAIMS AGAINST THE "RELEASED PARTIES" AS DEFINED IN THE PLAN.

SECTION 11.10 OF THE PLAN CONTAINS AN EXCULPATION BY BOTH THE HOLDERS OF CLAIMS AND INTERESTS AND THE DEBTOR OF ANY AND ALL CLAIMS AGAINST THE "EXCULPATED PARTIES" AS DEFINED IN THE PLAN.

YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOU SHOULD CONSIDER DISCUSSING THIS DOCUMENT WITH AN ATTORNEY.

TABLE OF CONTENTS

Page

CONCISE SUMMARY OF THE SUBCHAPTER V CHAPTER 11 PLAN AND ESTIMATED DISTRIBUTIONS

Class	Claim/ Equity Interest	Treatment of Claim/Interest	Estimated Amount of Unpaid Allowed Claims on Effective Date	Projected Recovery Under the Plan
N/A	**Professional Fee Claims**	Upon Court approval, Professional Fee Claims will be promptly paid from the Cash up to the full Allowed amount.	$930,926	100%
N/A	**Administrative Expense Claims**	Each Holder of an Allowed Administrative Expense Claim will receive Cash in full from the Liquidation Trust Assets.	$385,859	100%
N/A	**Priority Tax Claims**	Each Holder of an Allowed Priority Tax Claim will receive Cash in full from the Liquidation Trust Assets.	$50,590	100%

Class	Claim/ Equity Interest	Treatment of Claim/Interest	Estimated Amount of Unpaid Allowed Claims on Effective Date	Projected Recovery Under the Plan
1	**Other Priority Claims**	Each Holder of an Allowed Other Priority Claim will receive Cash in an amount equal to such Allowed Other Priority Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date; (ii) the date the Other Priority Claim becomes an Allowed Claim; or (iii) the date for payment provided by any agreement or arrangement with the Liquidation Trustee and the Holder of the Allowed Other Priority Claim.	$671,589	N/A
2	**Secured Claims**	Each Holder of an Allowed Secured Claim will receive, at the Debtor's election: (a) Cash in full by the Liquidation Trustee; (b) delivery of the collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (c) reinstatement of such Claim; or (d) other treatment rendering such Claim Unimpaired.	$0	N/A
3	**General Unsecured Claims**	Each Holder of an Allowed General Unsecured Claim will receive on account of such Allowed General Unsecured Claim such Holder's Pro Rata Share of any proceeds of the Liquidation Trust Assets, until such Allowed General Unsecured Claims are satisfied in full.	$5,694,730–$11,278,109	34.7–100%[2]

[2] As described herein, if the Debtor or Liquidation Trustee, as applicable, is unsuccessful in disallowing or reducing the substantial litigation claims asserted against the Debtor, then such projected recovery to Holders of Class 3 General Unsecured Claims would be significantly reduced from the projected 34.7–100% recovery that is based on their disallowance or reduction.

4	**Preferred Equity Interests**	On the Effective Date, all Preferred Equity Interests in the Debtor will be cancelled and compromised. Except to the extent that a Holder of Preferred Equity Interests has agreed to a different treatment of such Preferred Equity Interest, if there are Liquidation Trust Assets remaining after the satisfaction in full of all Allowed General Unsecured Claims, each Holder of Preferred Equity Interests will receive on account of such Preferred Equity Interests such Holder's Pro Rata Share of any remaining proceeds of the Liquidation Trust Assets.	$5,749,438	0–72%
5	**Common Equity Interests**	On the Effective Date, all Common Equity Interests in the Debtor will be cancelled and compromised, and Holders of Common Equity Interests will receive no distribution on account of such Common Equity Interests.	$0	0%

The chart above reflects the proposed treatment of Claims and Interests under the Plan, in summary form, subject to the terms described more fully in the Plan.

BRIEF HISTORY OF THE BUSINESS OPERATIONS OF THE DEBTOR AND FINANCIAL INFORMATION

A. Background, Operations, and History of the Debtor

The Debtor is a financial technology company that operated a Banking-as-a-Service ("BaaS") business model that enabled its clients (usually fintech and software companies) to embed financial products into their applications or platforms. There were three main aspects of the Debtor's BaaS business model:

Bank Partnerships. The Debtor partnered with regulated banks through banking services agreements. These sponsor banks maintained custody of customer deposits, managed and executed money transmission, issued cards, and provided the underlying payments & compliance infrastructure required to operate compliant financial products. In this environment, the Debtor acted as a middleware technology provider and orchestration layer between the sponsor banks and its fintech clients.

Technology Platform for Fintech Clients. The Debtor offered a developer-friendly application programming interface ("API") platform that allowed fintech companies to quickly launch and scale financial products. The Debtor's offerings included connectivity between fintech clients and sponsor banks to open accounts, issue cards and initiate payment wrapped around compliance management and fraud monitoring systems.

Client Onboarding & Integration. The Debtor signed up clients, usually fintech companies or platforms, that wanted to embed financial services into their applications or platforms. The Debtor's clients then used the Debtor's API and dashboards to launch financial products.

The Company was incorporated in Delaware on December 3, 2018 as Wise Company. On April 1, 2021, the Company changed its name to Solid Financial Technologies, Inc. and, through the end of 2024, the Debtor had entered into agreements with a total of 142 clients and had sponsoring bank relationships with four banks: (i) Banco Bilbao Vizcaya Argentaria, S.A. ("BBVA") from 2019-2020; (ii) Evolve Bank & Trust Corp. ("Evolve Bank") from 2021-2023; (iii) Citizens Bank of Weir ("CBW") from 2022-2024 (for card issuance only); and (iv) Lewis & Clark Bank ("LCB") from 2023 through after the Petition Date—although as of the Petition Date the Debtor's agreement with LCB had terminated and the parties were winding down their relationship and current client accounts as described further below. No new client engagements were executed in calendar year 2025.

Client attrition occurred periodically, with the most significant concentration of client departures taking place in late 2023 and early 2024. The principal factors contributing to client offboarding included previously supported but subsequently unsupported international use cases,[3] use cases involving cryptocurrency,[4] and certain clients' inability to complete bank partner sponsorship or migrations necessitated by changes in the Debtor's underlying banking relationships.

B. Prepetition Capital Structure

As of the Petition Date, the Debtor's capital structure consisted of unsecured trade debt totaling approximately $760,000 with a limited amount of current revenue and approximately $7 million in cash on hand with approximately $2 million of that held in non-liquid reserve accounts.

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[3] International use cases often involve fintech companies founded outside of the U.S. looking to operate within the U.S., focusing on cross-border money movement. By partnering with a U.S. bank, the fintech company addresses these international needs. Typically, the fintech company collaborates with a BaaS provider, such as the Debtor, which provides connectivity to one of its sponsor banks.

[4] Cryptocurrency fintech use cases often involve platforms that offer services, such as crypto products, wallet management, and payment processing. To enable seamless transactions between fiat and cryptocurrency, these companies need a U.S. sponsor bank for regulatory compliance and to handle fiat on-ramps (converting U.S. dollars to crypto) and off-ramps (converting crypto to U.S. dollars). A BaaS provider like the Debtor is essential for providing the infrastructure and connectivity between the fintech and the sponsor bank, ensuring smooth integration for payment processing, regulatory compliance, and secure transfers between crypto and traditional financial systems. This partnership enables the crypto-related fintech to solve for their use cases.

C. Chapter 11 Case Filing Background

In 2023, an action (the "FTV Litigation"), Case No. 2023-0975 was brought in the Court of Chancery for the State of Delaware against the Debtor, among others, by FTV VII, L.P. ("FTV"), the lead investor in the Debtor's Series B equity funding round. FTV alleged claims for breach of contract, fraud in the inducement, fraudulent concealment, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, and unjust enrichment. The Debtor and the other defendants disputed these allegations. On April 9, 2024, the FTV Litigation was dismissed with prejudice under a settlement reached by the parties.

After the filing of the FTV Litigation, the Debtor was named as a defendant in a number of lawsuits and became the subject of several government investigations and inquiries. In the fall of 2023, certain of the Debtor's other business relationships began to suffer as a result of reported allegations against the Debtor in the fintech space. Notably, the Debtor's relationship with LCB—one of the Debtor's sponsoring banks—deteriorated. Beginning in the fall of 2023, LCB required the Debtor to fund a $10 million security reserve[5] and to abide by additional reporting requirements. Ultimately, LCB terminated the Master Services Agreement between the parties on August 29, 2024.

In early 2025, the Debtor made the decision to wind-down the Company and evaluate potential restructuring and sale opportunities. On April 7, 2025, the Debtor commenced its Chapter 11 Case by filing a voluntary petition for relief under subchapter V of chapter 11 of the Bankruptcy Code to (i) curtail the legal spend associated with the pending litigation that had grown significantly after the FTV Litigation; and (ii) run a sale process for the Debtor's valuable assets—primarily the API. Unfortunately, despite a robust sale process and extensive marketing, the Debtor was unable to find a buyer for its assets.

D. The Debtor's Assets

The Debtor's most recent pre-petition financial statements were filed as part of its petition at Docket No. 1. The Debtor's assets and liabilities are set forth in detail in the Schedules [D.I. 58, 59 and 73].

Additionally, on June 13, 2025, the Debtor filed its *First Periodic Report Regarding Value, Operations, and Profitability of Entities in Which the Debtor's Estate Holds a Substantial or Controlling Interest* [D.I. 90], which includes the balance sheet as of March 31, 2025 for the Debtor's wholly owned subsidiary, Solid Financial Technologies Private Limited.

E. Current Status of Pre-Petition Litigation and Government Investigations

As briefly described above in this Plan and in the *Declaration of Arjun Thyagarajan in Support of the Debtor's Chapter 11 Petition, First Day Motions and Related Filings* [D.I. 12] (the "First Day Declaration"), as of the Petition Date, the Debtor was involved in several active litigation matters and subject to certain governmental investigations. *See* First Day Declaration, ¶ 13–14. First, with respect to governmental investigations and inquiries, post-petition the Debtor

[5] As of the Petition Date, this LCB security reserve account held approximately $2 million.

received declination letters by such governmental entities, informing the Debtor that it is no longer subject to a current investigation. Second, outlined below is the current status of each of the litigation matters pending against the Debtor as of the Petition Date:

1. BSI Group LLC, et al. v. EZBanc Corp., et al., Case No. 23-cv-00127 (E.D. Ark.) ("EZBanc I")

This lawsuit (the "BSI Litigation") is pending in the United States District Court for the Eastern District of Arkansas. On May 26, 2023, plaintiffs BSI Group LLC ("BSI Group") and International Business Solutions Group LLC commenced this action, alleging conversion by EZBanc Corp. ("EZBanc"), a former customer of the Debtor. Plaintiffs allege Negligence and Constructive Fraud against the Debtor and Evolve Bank & Trust Corp. ("Evolve Bank") based on EZBanc's use of the Debtor's fintech infrastructure in connection with EZBanc's alleged conversion of plaintiffs' funds.

Pre-petition, the Debtor was aggressively defending this action and had a pending motion to compel arbitration set for summary trial in November 2025. Additionally, pre-petition, the merits phase of this action was stayed pending the Debtor's appeal of the court's scheduling order.

Related to this BSI Litigation, BSI Group and International Business Group LLC filed a proof of claim against the Debtor in its Chapter 11 Case in the amount of $10 million, and Evolve Bank filed a proof of claim against the Debtor in the amount of $9,057,405.57.

2. Vauban International Bank Corporation, et.al v. EZBanc Corp., et.al., Case No. 24-cv-01199 (D.P.R.) ("EZBanc II")

On May 1, 2024, plaintiffs Vauban International Bank Corporation ("Vauban"), Tolomeo Bank International Corp. ("Tolomeo International"), Tolomeo Bank Limited ("Tolomeo Limited"), and CrossbarFX Ltd. commenced this action, alleging they were harmed by the conversion alleged by EZBanc in EZBanc I. The Debtor is a defendant in this action along with several others, including BSI Group, EZBanc, EZBanc's President, Evolve Bank, and the Debtor's CEO and President. The causes of action alleged against the Debtor are the same as those alleged in EZBanc I.

As of the Petition Date, this lawsuit was pending in the United States District Court for the District of Puerto Rico, however, the District Court dismissed the case on June 23, 2025. On July 23, 2025, Tolomeo International, Tolomeo Limited and Vauban appealed the dismissal order to the United States Court of Appeals for the First Circuit, which is currently pending in that Court at Case No. 25-1703.

Tolomeo International, Tolomeo Limited and Vauban each filed a proof of claim against the Debtor in its Chapter 11 Case in the amounts of $725,073.15, $1,139,705.10 and $971,563.89, respectively.

3. Zelf, Inc. v. Solid Financial Technologies Inc., N24C-08-0322 (Delaware Superior Court, New Castle County)

This lawsuit is pending in the Superior Court of the State of Delaware, New Castle County. On September 5, 2024, Zelf, Inc. commenced this action against the Debtor, alleging fraudulent inducement and breach of contract based on purported misrepresentations and omissions regarding "anonymous" card services and cryptocurrency services. Zelf, a cryptocurrency entity that has described itself as the "Bank of the Metaverse," is a former customer of the Debtor whose program was terminated in December 2022.

The Debtor is aggressively defending this action and has a pending motion to dismiss the complaint. Zelf has not filed a proof of claim in the Debtor's Chapter 11 Case.

4. Performline, Inc. v. Solid Financial Technologies, Inc., Index No. 659708/2024 (New York Supreme Court, New York County)

This lawsuit is pending in the Supreme Court of the State of New York, County of New York. On November 18, 2024, plaintiff Performline commenced this action, alleging breach of contract and quantum meruit based on the Debtor's termination of the parties' services contract. The Debtor is aggressively defending this action and, pre-petition, had filed a motion to dismiss the complaint.

Performline filed a claim in the Debtor's Chapter 11 Case in the amount of $206,522.81.

F. Summary of the Plan and Expected Recoveries Under the Plan

The chart in the Introduction of the Plan summarizes each class of Claims and Interests and the expected distributions, if any, for each such class. Currently, Class 3 General Unsecured Claims are anticipated to receive between 34.7%–100%[6] of their Allowed Claim amounts and Class 4 Preferred Equity Interests may receive up to 72% on account of their Allowed Interest amounts. For the avoidance of doubt, Class 4 Preferred Equity Interests will only receive a distribution if (i) a 100% distribution is available to be made to Holders of Class 3 General Unsecured Claims; and (ii) there are additional Estate assets to be distributed after such 100% distribution is made to Holders of Class 3 General Unsecured Claims. The large range in potential recoveries to these two Classes is largely dependent on two facts—whether the Debtor (i) is able to disallow or significantly reduce certain litigation claims and (ii) decides to bring any Causes of Action, including but not limited to Reserved Chapter 5 Actions, that, if successful, would increase estate assets for distributions.

First, with respect to reducing the allowed claims pool, the Debtor believes that it is likely to be successful in disallowing or significantly reducing certain litigation claims. Namely, the Debtor believes that it has strong arguments against the almost $20 million[7] in claims asserted

[6] As described herein, if the Debtor or Liquidation Trustee, as applicable, is unsuccessful in disallowing or reducing the substantial litigation claims asserted against the Debtor, then such projected recovery to Holders of Class 3 General Unsecured Claims would be significantly reduced from the projected 34.7–100% recovery that is based on their disallowance or reduction.

[7] The Debtor also believes that each approximately $10 million claim asserted by BSI Group and Evolve Bank are duplicative of each other. If the Debtor is not successful on the merits of the BSI Litigation, the Debtor believes that it should only be subject to one judgment of approximately $10 million at the most, not $20 million.

by BSI Group and Evolve Bank related to the BSI Litigation. The Debtor has been in discussions with BSI Group's counsel in the BSI Litigation and determined that the most cost-effective way to address these BSI Litigation claims is to consent to lift the automatic stay to allow the BSI Litigation to proceed to trial in the United States District Court for the Eastern District of Arkansas. The Debtor will be taking steps to lift the automatic stay as to the BSI Litigation in the near term. The Debtor also believes that the claims of Tolomeo International, Tolomeo Limited and Vauban (which total over $2.8 million in the aggregate) are likely to be disallowed because such claims were (i) late-filed;[8] and (ii) dismissed by the underlying district court, which dismissal the Debtor believes is likely to be affirmed on appeal. If the Debtor is successful in disallowing the claims of BSI Group, Evolve Bank, Tolomeo International, Tolomeo Limited and Vauban in full, the claims pool against the Debtor would be reduced by over $21 million with the remaining claims pool being approximately $1.1 million, subject to the Debtor's rights to object to other asserted claims.

Second, the Debtor is evaluating whether it will bring any Causes of Action, including but not limited to Reserved Chapter 5 Actions. Currently, the Debtor is analyzing the cost to the Estate to bring, and likelihood of success of, such actions. As shown in the Liquidation Analysis (attached hereto as Schedule 1), the Debtor has projected a wide range of potential recoveries pursuant to such Causes of Action, ranging between $0–$5 million in its low/high recovery scenarios. While the $5 million maximum projected recovery for Estate Causes of Action appears substantial, the Debtor anticipates that, among other things, the litigation costs to assert such Causes of Action may be significant. Therefore, the Debtor's analysis of whether it (or the Liquidation Trustee, as applicable) will ultimately bring such Causes of Action remains ongoing.

G. Liquidation Analysis

See Schedule 1 attached hereto.

SECTION 1 DEFINITIONS AND INTERPRETATION

A. Definitions.

The following terms used herein shall have the respective meanings defined below:

1.1 ***Accrued Professional Compensation Claims*** means at any given moment, all Claims for accrued fees and expenses for services rendered by a Professional through and including the Plan Confirmation Date, to the extent such fees and expenses have not been paid pursuant to the Interim Compensation Order or any other order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Accrued Professional Compensation Claims.

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[8] The Debtor's objection to the claims of Tolomeo International, Tolomeo Limited and Vauban as late-filed is currently pending before the Bankruptcy Court and is anticipated to be heard by the Bankruptcy Court on November 12, 2025 or such later date as may be noticed. *See* D.I. 142, 153, 163, 189, and 202.

1.2 ***Administrative and Priority Claims Reserve*** means the account to be established by the Liquidation Trustee and funded with the Administrative and Priority Claims Reserve Amount pursuant to Section 6.6 of this Plan.

1.3 ***Administrative and Priority Claims Reserve Amount*** means cash from the Liquidation Trust Assets in an amount sufficient to be used by the Liquidation Trustee for the payment of Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, and Secured Claims Allowed before or after the Effective Date, to the extent that the foregoing Claims have not been paid in full on or prior to the Effective Date (or, with respect to Secured Claims, to the extent that the Liquidation Trustee has not elected to deliver the Collateral securing any such Claim to the holder of such Claim).

1.4 ***Administrative Expense Claim*** means any Claim pursuant to Bankruptcy Code sections 503(b) and 507(a)(1) arising from actual, necessary, and beneficial costs or expenses of administration of the Chapter 11 Case and preservation of the Debtor's Estate.

1.5 ***Administrative Expense Claim Bar Date*** means the date that is the first Business Day that is thirty (30) days after the Effective Date.

1.6 ***Affiliate*** shall have the meaning set forth in Bankruptcy Code section 101(2).

1.7 ***Allowed*** means, with respect to any Claim, (i) a Claim against the Debtor that has been listed on the Debtor's Schedules, as such Schedules may be amended from time to time pursuant to Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary Proof of Claim has been filed, (ii) any Claim for which a Proof of Claim was properly and timely filed in accordance with any order of the Bankruptcy Court, the Plan, the Bankruptcy Code, and the Bankruptcy Rules, as to which no objection to allowance has been interposed by a party in interest or as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder, or (iii) any Claim expressly allowed by a Final Order or pursuant to this Plan. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim has been timely filed, is not considered Allowed and shall be expunged on the Effective Date without further action by the Debtor or the Liquidation Trustee and without any further notice to or action, order, or approval of the Bankruptcy Court.

1.8 ***Allowed Interest*** means, with respect to any Preferred Equity Interest, any Preferred Equity Interest expressly allowed by a Final Order.

1.9 ***Assets*** mean all tangible and intangible assets of every kind and nature of the Debtor and/or its Estate, including, without limitation, the Causes of Action, and all proceeds thereof.

1.10 ***Bankruptcy Code*** means title 11 of the United States Code, 11 U.S.C. §§ 101, et seq.

1.11 ***Bankruptcy Court*** means the United States Bankruptcy Court for the District of Delaware.

1.12 ***Bankruptcy Rules*** means the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules.

1.13 ***Business*** means the Debtor's business as of the Petition Date.

1.14 ***Bar Date Notice*** means the Notice of Meeting of Creditors/Commencement of Case [D.I. 28].

1.15 ***Business Day*** means any day of the calendar week, except Saturday, Sunday, a "legal holiday" as defined in Bankruptcy Rule 9006(a), or any day on which commercial banks are required by law to close.

1.16 ***Case Closing*** means the date upon which the Bankruptcy Court issues the discharge and closes the Chapter 11 Case upon a showing that all payments contemplated under this Plan have been made.

1.17 ***Cash*** means legal tender of the United States of America.

1.18 ***Causes of Action*** means, subject to the releases, exculpations, and injunctions set forth in this Plan, any and all claims, causes of action, and/or enforceable rights of a Person against third parties, or assertable by a Person or on behalf of its creditors, its estate, or itself, whether brought in the Bankruptcy Court or any other forum for recovery or avoidance, that has not been settled or resolved as of the Effective Date, of, among other things: (a) obligations, transfers of property or interests in property, offsets, debt forgiveness, Cash, and other types or kinds of property or interests in property or the value thereof, recoverable or avoidable pursuant to Chapter 5 of the Bankruptcy Code or other sections of the Bankruptcy Code or any applicable law, including, but not limited to, those actions that may be asserted against the parties identified in the Plan Supplement and the Reserved Chapter 5 Actions; (b) damages, general or statutory or exemplary (or all) or other relief, including but not limited to actions relating to or based upon – (i) indebtedness owing to a Person, (ii) fraud, negligence, gross negligence, willful injury or misconduct, acts or malice, or any other tort actions, including but not limited to defamation, malicious prosecution, or tortious interference with contract, (iii) breaches of contract, (iv) violations of federal or state securities laws, (v) violations of applicable corporate, limited liability company or partnership laws, (vi) breaches of fiduciary or agency duties, including, but not limited to, the duties of care and/or loyalty, (vii) recharacterization, (viii) illegal dividends, (ix) misrepresentations, (x) causes of action based on disregard of the corporate form or piercing the corporate veil or other liability theories, (xi) corporate waste, (xii) corporate opportunity, (xiii) any theory of recovery against a lending institution not otherwise released by this Plan, including any action or any action causing harm to a Person, (xiv) equitable or legal subordination, (xv) indemnity rights against third parties, or (xvi) any other action listed in Bankruptcy Rule 7001; (c) damages or other relief based upon any other claim of a Person to the extent not specifically compromised or released pursuant to this Plan; and (d) any claims or causes of action that the Debtor or its estate possesses as against its current and/or former directors and officers. For the avoidance of doubt, the term "Causes of Action" shall include, without limitation, the Reserved Chapter 5 Actions.

1.19 ***Chapter 11 Case*** means the case commenced in the Bankruptcy Court by the Debtor pursuant to chapter 11 of the Bankruptcy Code.

1.20 ***Claim*** means a "claim," as that term is described in Bankruptcy Code section 101(5), against the Debtor.

1.21 ***Class*** means any group of Claims or Interests classified in Section 3 of this Plan pursuant to Bankruptcy Code section 1122.

1.22 ***Collateral*** means any property or interest in property of the Estate of the Debtor subject to a valid Lien, charge, or other encumbrance to secure the payment or performance of a Claim.

1.23 ***Common Equity Interest*** means the interest of any Holder of an equity security of the Debtor, within the meaning of Bankruptcy Code section 101(16), represented by any issued and outstanding shares of common stock in the Debtor, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including a partnership, limited liability company or similar interest in the Debtor.

1.24 ***Confirmation Hearing*** means the hearing to be held by the Bankruptcy Court to consider approval of this Plan, as such hearing may be adjourned or continued from time to time.

1.25 ***Confirmation Order*** means any order entered by the Bankruptcy Court confirming this Plan pursuant to Bankruptcy Code section 1129.

1.26 ***Contingent Claim*** means any contingent or unliquidated Claim asserted or which may be asserted against the Debtor.

1.27 ***Debtor*** means Solid Financial Technologies, Inc.

1.28 ***Debtor in Possession*** means the Debtor in its capacity as debtor in possession in the Chapter 11 Case pursuant to Bankruptcy Code section 1182.

1.29 ***Disallowed*** means with respect to any Claim, a Claim or any portion thereof that: (a) has been disallowed by a Final Order; (b) is listed in the Schedules as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Expense Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or the Plan; (c) is not listed in the Schedules and as to which no Proof of Claim or request for payment of an Administrative Expense Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or the Plan; (d) has been withdrawn by agreement of the Debtor and the Holder thereof; or (e) has been withdrawn by the Holder thereof.

1.30 ***Disbursing Agent*** means any Entity or Person, including the Liquidation Trustee, which acts as a Disbursing Agent pursuant to Section 7.4 hereof.

1.31 ***Disputed Claim*** means a Claim that has neither been Allowed nor Disallowed pursuant to a Final Order of the Bankruptcy Court, and (a) if no Proof of Claim has been filed by the applicable deadline: (i) a Claim that has been or hereafter is listed on the Schedules as disputed, contingent, or unliquidated; or (ii) a Claim that has been or hereafter is listed on the Schedules as other than disputed, contingent, or unliquidated, but as to which the Debtor or any other party in interest has interposed an objection or request for estimation which has not been withdrawn or determined by a Final Order; or (b) if a Proof of Claim or other request for payment has been filed by the applicable deadline: (i) a Claim for which no corresponding Claim has been or hereafter is listed on the Schedules or Allowed in this Plan; (ii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as other than disputed, contingent, or unliquidated, but the nature or amount of the Claim or as asserted in the Proof of Claim varies from the nature and amount of such Claim as listed on the Schedules to the extent of such variance; (iii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as disputed, contingent, or unliquidated; or (iv) a Claim for which a timely objection or request for estimation is interposed by the Debtor or any other party in interest which has not been withdrawn or determined by a Final Order.

1.32 ***Distribution*** means Cash, property, interests in property or other value distributed to Holders of Allowed Claims or Allowed Interests, or their respective designated agents, under this Plan.

1.33 ***Distribution Record Date*** means five (5) Business Days prior to the Plan Confirmation Date.

1.34 ***Effective Date*** means the first Business Day after the Plan Confirmation Date on which the conditions precedent specified herein have been either satisfied or waived.

1.35 ***Effective Date Cash Payment*** means Cash in an amount equal to the aggregate of all of the following Claims, only to the extent that each is Allowed as of the Effective Date, and only to the extent that any such Allowed Claims have not been paid prior to the Effective Date: Administrative Expense Claims, Accrued Professional Compensation Claims, Priority Tax Claims, Other Priority Claims, and Secured Claims (or, with respect to Secured Claims, to the extent that the Liquidation Trustee has not elected to deliver the Collateral securing any such Claim to the holder of such Claim).

1.36 ***Effective Date Distributions*** means all Distributions required to be made on the Effective Date under this Plan to the holders of Claims that are Allowed as of the Effective Date.

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

1.38 ***Estate*** means the estate created in the Debtor's chapter 11 bankruptcy case containing all property and other interests of the Debtor pursuant to Bankruptcy Code section 541.

1.39 ***Exculpated Parties*** means, collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Debtor's directors and officers who served during the Chapter 11 Case; and (c) the Professionals.

1.40 ***Final Order*** means an order or judgment of the Bankruptcy Court entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Case, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument, or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or Bankruptcy Rule 9024, may be filed relating to such order shall not cause such order to not be a Final Order.

1.41 ***General Unsecured Claim*** means any Claim asserted against the Debtor that is not included within any other specifically defined Class hereunder or which is otherwise determined by the Bankruptcy Court to be a General Unsecured Claim.

1.42 ***Holder*** means an Entity holding a Claim or Interest.

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

1.44 ***Interest*** means the Debtor's Common Equity Interests and the Debtor's Preferred Equity Interests.

1.45 ***Interim Compensation Order*** means the Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals [D.I. 56].

1.46 ***Lien*** means a lien as defined in Bankruptcy Code section 101(37).

1.47 ***Liquidation Trust*** means the trust established on the Effective Date pursuant to Section 6.5 hereof.

1.48 ***Liquidation Trust Agreement*** means the agreement to be executed as of the Effective Date establishing the Liquidation Trust pursuant to this Plan.

1.49 ***Liquidation Trust Assets*** means all Assets of the Debtor and the Estate including remaining funds in the Professional Fee Escrow Account and the Administrative and Priority Claims Reserve other than (a) the Effective Date Cash Payment once made, and (b) any Cause of Action and Claim released pursuant to Sections 11.8, 11.9, and 11.10 hereof.

1.50 ***Liquidation Trustee*** means Rock Creek Advisors, LLC.

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

1.52 ***Other Priority Claim*** means any Claim entitled to priority pursuant to Bankruptcy Code section 507(a) other than an Administrative Expense Claim, Accrued Professional Compensation Claim, or Priority Tax Claim.

1.53 ***Person*** means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, government or agency or political subdivision thereof, or any other Entity.

1.54 ***Petition Date*** means April 7, 2025.

1.55 ***Plan*** means this plan of liquidation under subchapter V of chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including, without limitation, all exhibits and schedules hereto and thereto.

1.56 ***Plan Confirmation Date*** means the date on which the Bankruptcy Court enters the Confirmation Order.

1.57 ***Plan Documents*** means all documents, forms of documents, schedules, and exhibits to this Plan to be executed, delivered, assumed, and/or performed in conjunction with consummation of this Plan on the Effective Date.

1.58 ***Plan Expenses*** means all actual and necessary fees, costs, expenses, and obligations incurred by or owed to the Liquidation Trustee and its agents, employees, attorneys, advisors, or other professionals in administering this Plan and the Liquidation Trust, including, without limitation, (a) reasonable compensation for services rendered, and reimbursement for actual and necessary expenses incurred by the Liquidation Trustee and its agents, employees and professionals after the Effective Date through and including the date upon which the Bankruptcy Court enters a final decree closing the Chapter 11 Case.

1.59 ***Plan Supplement*** means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, to be Filed by the Debtor no later than 7 days before the Voting Deadline or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and additional documents Filed with the Bankruptcy Court before the Effective Date as amendments to the Plan Supplement. The Debtor shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date in accordance with Article 13 of the Plan.

1.60 ***Plan Transactions*** shall have the meaning ascribed to it in Section 6.2 hereof.

1.61 ***Preferred Equity Interest*** means the interest of any Holder of an equity security of the Debtor, within the meaning of Bankruptcy Code section 101(16), represented by any issued and outstanding shares of preferred stock (whether issued from the Series Seed Preferred, Series A Preferred, Series B Preferred or Series C Preferred funding) or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including a partnership, limited liability company or similar interest in the Debtor.

1.62 ***Preserved Actions*** means all Causes of Action (including, without limitation, all Reserved Chapter 5 Actions) transferred to the Liquidation Trust pursuant to this Plan.

1.63 ***Priority Tax Claim*** means any Allowed Claim of a governmental unit pursuant to Bankruptcy Code sections 502(i) and 507(a)(8); provided, however, that any Claims for penalties asserted by governmental units shall not be Priority Tax Claims.

1.64 ***Professional*** means any professional firm or professional Person retained by the Debtor in connection with this Chapter 11 Case and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, 331, 363, and/or 1103 of the Bankruptcy Code. For the avoidance of doubt, the Subchapter V Trustee shall be considered a Professional for purposes of the Professional Fee Claims.

1.65 ***Professional Fee Claim*** means all Administrative Expense Claims for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Plan Confirmation Date to the extent such fees and expenses have not been previously paid.

1.66 ***Professional Fee Escrow Account*** means an interest-bearing account to hold and maintain an amount of Cash equal to the Professional Fee Reserve Amount funded by the Liquidation Trustee on the Effective Date solely for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims.

1.67 ***Professional Fee Reserve Amount*** means the aggregate Accrued Professional Compensation Claims through the Effective Date as estimated in accordance with this Plan.

1.68 ***Proof of Claim or Interest*** means a written statement conforming substantially to the appropriate official form and Bankruptcy Rule 3001 describing the basis and amount of a Claim or Interest, together with supporting documentation evidencing such Claim or Interest, which complies with applicable provisions of this Plan, the Bankruptcy Code, other Bankruptcy Rules, and any orders of the Bankruptcy Court.

1.69 ***Pro Rata Share*** means, with respect to any Distribution on account of any Allowed Claim or Allowed Interest, the ratio that the amount of such Allowed Claim or Allowed Interest bears to the aggregate amount of all Allowed Claims or Allowed Interests in the same Class.

1.70 ***Released Parties*** means the Debtor and its agents, affiliates, parents, subsidiaries, predecessors, successors, heirs, executors, and assignees, its directors and officers who served during the Chapter 11 Case, and its attorneys and financial advisors, in each case in their capacity as such.

1.71 ***Releasing Parties*** means, collectively, (a) the Debtor, and (b) each Holder of a Claim against or Interest in the Debtor, to the extent such Holder opts-in to being a Releasing Party by checking the appropriate box on the Holder's ballot or opt-in election form, in each case in their capacity as such.

1.72 ***Rejection Damages Claims*** means any Claim arising from, or relating to, the rejection of an executory contract or unexpired lease pursuant to Bankruptcy Code section 365 by the Debtor, as limited, in the case of a rejected unexpired lease, by Bankruptcy Code section 502(b)(6).

1.73 ***Reserved Chapter 5 Actions*** means, subject to the releases, exculpations, and injunctions set forth in this Plan, any and all potential claims or causes of action, including to avoid and/or recover property or an obligation incurred by the Debtor, under chapter 5 of the Bankruptcy Code or similar or related state or federal statutes or common law..

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

1.75 ***Secured Claim*** means a Claim (i) secured by a valid and perfected Lien on collateral that is enforceable pursuant to applicable law, the amount of which is equal to or less than the value of such collateral (a) as set forth in this Plan, (b) as agreed to by the Holder of such Claim and the Liquidation Trustee, or (c) as determined by a Final Order in accordance with Bankruptcy Code section 506(a); or (ii) secured by the amount of any rights of setoff of the Holder thereof under Bankruptcy Code section 553 pursuant to a Final Order or as agreed to by the Liquidation Trustee.

1.76 ***Subchapter V Trustee*** means any trustee appointed under section 1183(a) of the Bankruptcy Code, including Jami Nimeroff, Esq.

1.77 ***Subordinated 510(b) Claim*** means any Claim subordinated pursuant to Bankruptcy Code section 510(b), which shall include any Claim arising from the rescission of a purchase or sale of any Interest, any Claim for damages arising from the purchase or sale of any Interest, or any Claim for reimbursement, contribution, or indemnification on account of any such Claim.

1.78 ***Unimpaired*** means, with respect to a Claim or Interest, a Class of Claims or Interests that is not Impaired within the meaning of Bankruptcy Code section 1124.

1.79 ***United States Trustee*** means the Office of the United States Trustee for the District of Delaware.

1.80 ***Voting Agent*** means Omni Agent Solutions, Inc.

1.81 ***Voting Record Date*** means the date established by the Bankruptcy Court for determining the current Holders of Claims and Interests.

B. Interpretation: Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. A term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in Bankruptcy Code section 102 shall apply to this Plan. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Unless otherwise provided, any reference in this Plan to an existing document, exhibit or schedule means such document, exhibit or schedule as it may have been amended, restated, revised, supplemented or otherwise modified. If a time or date is specified for any payments or other Distribution under this Plan, it shall mean on or as soon as reasonably practicable thereafter. Further, where appropriate from a contextual reading of a term, each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral. In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

SECTION 2 ADMINISTRATIVE EXPENSE AND PRIORITY CLAIMS

2.1 Administrative Expense Claims.

Except to the extent that a Holder of an Allowed Administrative Expense Claim agrees with the Liquidation Trustee to a different treatment or has been paid by the Debtor prior to the Effective Date, each Holder of an Allowed Administrative Expense Claim will be paid the full unpaid amount of such Allowed Administrative Expense Claim in Cash (a) on the Effective Date or as soon thereafter as is reasonably practicable or, if not then due, when such Allowed Administrative Expense Claim is due or as soon thereafter as is reasonably practicable, (b) if an Administrative Expense Claim is Allowed after the Effective Date, on the date such Administrative Expense Claim is Allowed or as soon thereafter as is reasonably practicable or, if not then due, when such Allowed Administrative Expense Claim is due, (c) at such time and upon such terms as may be agreed upon by such Holder and the Liquidation Trustee, or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

2.2 Administrative Expense Claim Bar Date.

The Holder of an Administrative Expense Claim other than (i) an Accrued Professional Compensation Claim or (ii) an Administrative Expense Claim that has been Allowed by Final Order on or before the Effective Date, must, by the Administrative Expense Claim Bar Date, file with the Bankruptcy Court and serve on the Liquidation Trustee a request for payment of such Administrative Expense Claim so as to be received on or before the Administrative Expense Claim Bar Date. Failure to file and serve such request for payment timely and properly may result in the Administrative Expense Claim being forever barred.

2.2.1 Final Fee Applications.

All final requests for payment of Claims of a Professional shall be filed no later than 30 days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Bankruptcy Court.

2.2.2 Professional Fee Escrow Account.

In accordance with this Plan, on or after the Effective Date, the Liquidation Trustee shall establish and fund the Professional Fee Escrow Account with Cash, including from Liquidation Trust Assets, equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtor's Estate and shall not vest with the Liquidation Trustee. The amount of Accrued Professional Compensation Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account when such Claims are Allowed by a Final Order. When all Allowed Accrued Professional Compensation Claims are paid in full in Cash, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to the Liquidation Trustee and constitute a Liquidation Trust Asset.

2.2.3 Professional Fee Reserve Amount.

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Professionals shall estimate their Accrued Professional Compensation Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred through the Effective Date; provided, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Reserve Amount.

2.3 Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees with the Liquidation Trustee to a different treatment or has been paid by the Debtor prior to the Effective Date in full and final satisfaction, settlement, and release of and in exchange for release of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive on account of such Claim, in accordance with Bankruptcy Code section 1129(a)(9)(C), regular installment payments in Cash over a period ending not later than two (2) years after the Petition Date of a total value, as of the Effective Date, equal to the Allowed amount of such Priority Tax Claim together with interest accrued thereon at the applicable non-bankruptcy rate. The Liquidation Trustee reserves the right to prepay at any time under this option. Any Claims asserted by a governmental unit on account of any penalties and assessments shall not be Priority Tax Claims. On the Effective Date, any Liens securing any Allowed Priority Tax Claim shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

SECTION 3 CLASSIFICATION OF CLAIMS AND INTERESTS

A. The following table designates the Classes of Claims against and Interests in the Debtor's Estate, and specifies which of those Classes are (i) Impaired or Unimpaired by this Plan, (ii) entitled to vote to accept this Plan in accordance with Bankruptcy Code section 1126, (iii) deemed to reject this Plan, or (iv) deemed to accept this Plan. A Claim or Interest is classified in a particular Class only to the extent that any such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, settled, or otherwise satisfied prior to the Effective Date.

Class	Claim	Treatment	Voting Rights
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Secured Claims	Unimpaired	Deemed to Accept
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Preferred Equity Interests	Impaired	Entitled to Vote
5	Common Equity Interests	Impaired	Deemed to Reject

SECTION 4 TREATMENT OF CLAIMS AND INTERESTS

The treatment and voting rights provided to each Class for distribution purposes is specified below:

4.1 Class 1—Other Priority Claims.

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

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim has agreed with the Liquidation Trustee to a different treatment of such Claim, and only to the extent that any such Allowed Other Priority Claim has not been paid in full prior to the Effective Date, each such Holder shall receive, in full satisfaction of such Allowed Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date; (ii) the date the Other Priority Claim becomes an Allowed Claim; or (iii) the date for payment provided by any agreement or arrangement between the Liquidation Trustee and the Holder of the Allowed Other Priority Claim.

(c) *Voting*: Class 1 is Unimpaired, and Holders of Class 1 Other Priority Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Priority Claims are not entitled to vote to accept or reject the Plan.

4.2 Class 2—Secured Claims.

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

(b) *Treatment*: Except to the extent that a Holder of an Allowed Secured Claim has agreed with the Liquidation Trustee to a different treatment of such Claim, and only to the extent that any such Allowed Secured Claim has not been paid in full prior to the Effective Date, in full and final satisfaction, settlement, and release of each Allowed Secured Claim, each such Holder, at the option of the Liquidation Trustee, shall (i) be paid in full in Cash; (ii) receive the collateral securing its Allowed Secured Claim, plus postpetition interest to the extent required under Bankruptcy Code section 506(b); (iii) have such Claim reinstated; or (iv) receive other treatment rendering such Claim Unimpaired in accordance with Bankruptcy Code section 1124, in each case on the later of the Effective Date and the date such Secured Claim becomes an Allowed Secured Claim, or as soon thereafter as is reasonably practicable.

Upon satisfaction of any Allowed Secured Claim, the Liens securing such Allowed Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

The Debtor and the Liquidation Trustee specifically reserve the right to challenge the validity, nature, and perfection of, and to avoid pursuant to the provisions of the Bankruptcy Code and other applicable law, any purported Liens relating to the Secured Claims. If an Allowed Secured Claim exceeds the value of the collateral that secures such Allowed Secured Claim, the Holder of such Allowed Secured Claim will have a General Unsecured Claim for the deficiency.

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

4.3 Class 3— General Unsecured Claims.

(a) *Classification*: Class 3 consists of General Unsecured Claims.

(b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim has agreed to a different treatment of such Claim, and only to the extent that any such Allowed General Unsecured Claim has not been paid by the Debtor prior to the Effective Date in full and final satisfaction, settlement, and release of each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim will receive on account of such

Allowed General Unsecured Claim such Holder's Pro Rata Share of any proceeds of the Liquidation Trust Assets, until such Allowed General Unsecured Claims are satisfied in full.

(c) *Voting:* Class 3 is Impaired. Therefore, Holders of Allowed Class 3 General Unsecured Claims as of the Voting Record Date are entitled to vote to accept or reject the Plan.

4.4 Class 4—Preferred Equity Interests.

(a) *Classification*: Class 4 consists of all Preferred Equity Interests in the Debtor.

(b) *Treatment:* On the Effective Date all Preferred Equity Interests in the Debtor will be cancelled and compromised. Except to the extent that a Holder of Preferred Equity Interests has agreed to a different treatment of such Preferred Equity Interest, if there are Liquidation Trust Assets remaining after the satisfaction in full of all Allowed General Unsecured Claims, each Holder of Preferred Equity Interests will receive on account of such Preferred Equity Interests such Holder's Pro Rata Share of any remaining proceeds of the Liquidation Trust Assets.

(c) *Voting*: Class 4 is Impaired. Therefore, Holders of Class 4 Preferred Equity Interests as of the Voting Record Date are entitled to vote to accept or reject the Plan.

4.5 Class 5—Common Equity Interests.

(a) *Classification*: Class 5 consists of all Common Equity Interests in the Debtor.

(b) *Treatment:* On the Effective Date all Common Equity Interests in the Debtor will be cancelled and compromised, and Holders of Common Equity Interests shall receive no distribution on account of such Common Equity Interests.

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

SECTION 5 ACCEPTANCE OR REJECTION OF THE PLAN

5.1 Impaired Classes.

Pursuant to Bankruptcy Code section 1126, each Impaired Class of Claims or Interests that may receive a Distribution pursuant to this Plan may vote separately to accept or reject this Plan. Each Holder of an Allowed Claim in such an Impaired Class as of the Voting Record Date shall receive a ballot and may cast a vote to accept or reject this Plan.

Class 5 is not entitled to receive or retain any Distributions or property under this Plan and are, therefore, conclusively presumed to have rejected this Plan pursuant to Bankruptcy Code section 1126(g). Classes 3 and 4 are Impaired and are the only Classes of Claims or Interests entitled to vote on this Plan.

5.2 Acceptance by a Class.

A Class of Claims entitled to vote to accept or reject this Plan shall be deemed to accept this Plan if the Holders of Claims in such voting Class that hold at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Claims that vote in such Class vote to accept this Plan. Classes 1 and 2 are Unimpaired under this Plan and are, therefore, conclusively presumed to have accepted this Plan pursuant to Bankruptcy Code section 1126(f).

5.3 Claims and Interests Not Entitled to Vote.

Holders of Claims are not entitled to vote if, as of the Voting Record Date, the Claim (a) has been Disallowed, (b) is the subject of a pending objection, or (c) (i) was not listed on the Debtor's Schedules or was listed on the Debtor's Schedules as unliquidated, contingent, or disputed, and (ii) a Proof of Claim was not filed, unless, on or before the Voting Record Date, the Bankruptcy Court enters a Final Order directing otherwise. However, if a Claim is Disallowed in part, the Holder shall be entitled to vote the Allowed portion of the Claim.

SECTION 6 MEANS FOR IMPLEMENTATION

6.1 Corporate Action.

6.1.1 Transfer of Assets and Assumption of Liabilities.

On the Effective Date, (i) the Debtor shall, in accordance with this Plan, cause the Liquidation Trust Assets to be transferred to the Liquidation Trust and (ii) the Liquidation Trust shall assume all obligations of the Debtor under this Plan.

6.1.2 Cancelation of Existing Securities and Agreements.

On the Effective Date, all agreements and other documents evidencing (i) any Claim or rights of any Holder of a Claim against the Debtor, including any notes evidencing such Claims or (ii) any Interest in the Debtor, including any options or warrants to purchase Interests, shall be canceled. The holders of, or parties to, such canceled agreements and documents shall have no rights arising from or relating to such agreements and documents or the cancelation thereof, except any rights provided pursuant to this Plan.

6.2 Plan Transactions.

On the Effective Date or as soon thereafter as is reasonably practicable, the Debtor and the Liquidation Trustee may take any and all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate this Plan (the "Plan Transactions"), including, but not limited to, (i) the execution and delivery of appropriate agreements or other documents of financing, merger, consolidation, restructuring, conversion, disposition, transfer, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the requirements of applicable law, (ii) the execution and delivery of any appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt, duty or obligation on terms consistent with this Plan, (iii) the filing of appropriate certificates of incorporation, dissolution, or other similar documents with the appropriate governmental authorities pursuant to applicable law, and (iv) any and all other actions that the Liquidation Trustee determines are necessary or appropriate.

6.3 Effectuating Documents and Further Transactions.

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

6.4 Authority to Act.

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

6.5 Liquidation Trust.

6.5.1 Establishment of Liquidation Trust.

On the Effective Date, the Liquidation Trust will be established pursuant to the Liquidation Trust Agreement, which will be filed with the Bankruptcy Court in the Plan Supplement. Upon establishment of the Liquidation Trust, all Liquidation Trust Assets shall be deemed transferred to the Liquidation Trust without any further action of the Debtor or any employees, officers, directors, members, partners, shareholders, agents, advisors, or representatives of the Debtor.

6.5.2 Transfer of Liquidation Trust Assets.

Pursuant to Bankruptcy Code section 1141, all transfers and contributions made pursuant to this Section 6 shall be made free and clear of all Claims, Liens, encumbrances, charges, and other interests. Upon completion of the transfer of the Liquidation Trust Assets to the Liquidation Trust, the Debtor will have no further interest in, or with respect to, the Liquidation Trust Assets, or the Liquidation Trust. For all federal income tax purposes, all parties (including, without limitation, the Debtor, the Liquidation Trustee and the Liquidation Trust's beneficiaries) will treat the transfer of assets to the Liquidation Trust in accordance with the terms of this Plan, as a transfer to the Liquidation Trust's beneficiaries, followed by a transfer by such Liquidation Trust's beneficiaries to the Liquidation Trust, and the Liquidation Trust's beneficiaries will be treated as the grantors and owners thereof.

6.5.3 Purpose of Liquidation Trust.

The Liquidation Trust shall be established for the purpose of liquidating the Liquidation Trust Assets, prosecuting, settling, or foregoing pursuit of Causes of Action transferred to the Liquidation Trust, to maximize recoveries for the benefit of the Liquidation Trust's beneficiaries, and making distributions in accordance with this Plan to the Liquidation Trust's beneficiaries, with no objective to continue or engage in the conduct of a trade or business in accordance with Treas. Reg. § 301.7701-4(d). The Liquidation Trust is intended to qualify as a "grantor trust" for federal income tax purposes and, to the extent permitted by applicable law, for state and local income tax purposes, with the Liquidation Trust's beneficiaries treated as grantors and owners of the trust.

6.5.4 Liquidation Trustee.

(i) *Retention of Liquidation Trustee.* The Liquidation Trustee is Rock Creek Advisors, LLC. Pursuant to Bankruptcy Code section 1123(b)(3), the Liquidation Trustee shall be deemed the appointed representative to, and may pursue, litigate, and compromise and settle any such rights, Claims, and any Causes of Action transferred to the Liquidation Trust in accordance with the best interests of and for the benefit of the Liquidation Trust's beneficiaries. In the event that the Liquidation Trustee resigns, is removed, terminated or otherwise unable to serve as the Liquidation Trustee, then a successor shall be appointed. Any successor Liquidation Trustee appointed shall be bound by and comply with the terms of this Plan, the Confirmation Order and the Liquidation Trust Agreement.

(ii) *Responsibilities and Authority of the Liquidation Trustee.* The responsibilities and authority of the Liquidation Trustee shall include: (a) calculating and implementing all Distributions for the Liquidation Trust's beneficiaries; (b) administering and paying taxes, including, among other things, (i) filing of tax returns, and (ii) representing the interest and account of the Liquidation Trust before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit; (c) liquidating the Liquidation Trust Assets, including through the commencement of Causes of Action at the discretion of the Liquidation Trustee, and providing payments to the Liquidation Trust's beneficiaries in

accordance with the provisions of this Plan; (d) retaining and paying at normal and customary rates on a monthly basis or on a contingency fee basis professionals in connection with the Liquidation Trustee's performance of its duties under this Plan and Liquidation Trust Agreement; (e) distributing information statements as required for federal income tax and other applicable tax purposes; (f) filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Case; and (g) such other responsibilities as may be vested in the Liquidation Trustee pursuant to this Plan, the Liquidation Trust Agreement or Bankruptcy Court order or as may be necessary and proper to carry out the provisions of this Plan.

(iii) *Powers of the Liquidation Trustee.* The powers of the Liquidation Trustee to administer the Liquidation Trust shall, without any further Bankruptcy Court approval in each of the following cases, include, without limitation, (a) in accordance with Bankruptcy Code section 345, the power to invest funds in, and withdraw, make Distributions and pay taxes and other obligations owed by the Liquidation Trust from funds held by the Liquidation Trustee in accordance with this Plan and Liquidation Trust Agreement, (b) the power to engage and compensate without prior Bankruptcy Court order or approval employees and professionals to assist the Liquidation Trustee with respect to its responsibilities, (c) the power to pursue, prosecute, resolve and compromise and settle any Causes of Action on behalf of the Liquidation Trust without prior Bankruptcy Court approval but in accordance with the Liquidation Trust Agreement, (d) the power to object to and settle Claims or Interests, including, without limitation, the power to subordinate and recharacterize Claims or Interests by objection, motion, or adversary proceeding, and (e) such other powers as may be vested in or assumed by the Liquidation Trustee pursuant to this Plan, the Liquidation Trust Agreement, Bankruptcy Court order, or as may be necessary and proper to carry out the provisions of this Plan. The Liquidation Trustee may incur any reasonable and necessary expenses in liquidating and converting the Liquidation Trust Assets to Cash.

The Liquidation Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements including, without limitation, requiring that, as a condition to the receipt of a Distribution, the Holder of an Allowed Claim or Allowed Interest complete the appropriate IRS Form W-8 or IRS Form W-9, as applicable to each Holder. Notwithstanding any other provision of this Plan, (a) each Holder of an Allowed Claim or Allowed Interest that is to receive a Distribution from the Liquidation Trust shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income and other tax obligations, on account of such Distribution, and (b) no Distribution shall be made to, or on behalf of, such Holder under this Plan unless and until such Holder has made arrangements satisfactory to the Liquidation Trustee to allow it to comply with its tax withholding and reporting requirements. Any property to be distributed by the Liquidation Trust shall, pending the implementation of such arrangements, be treated as an undeliverable Distribution to be held by the Liquidation Trustee, as the case may be, until such time as Liquidation Trustee is satisfied with the Holder's arrangements for any withholding tax obligations.

(iv) *Prosecution of Causes of Action*. Pursuant to Bankruptcy Code section 1123(b), the Liquidation Trustee, on behalf of and for the benefit of the Liquidation Trust's beneficiaries, shall be vested with and shall retain and may enforce any Causes of Action transferred to the Liquidation Trust that were held by, though, or on behalf of the Debtor and/or the Estate against any other Person, arising before the Effective Date that have not been fully

resolved or disposed of prior to the Effective Date. The Liquidation Trustee will have the sole power to pursue, prosecute, resolve, compromise, and settle any Causes of Action on behalf of the Liquidation Trust without prior Bankruptcy Court approval. The recoveries from any Causes of Action transferred to the Liquidation Trust will be deposited into the Liquidation Trust and distributed in accordance with the Liquidation Trust Agreement, and this Plan.

(v) *Compensation of Liquidation Trustee*. The Liquidation Trustee shall be compensated as set forth in the Liquidation Trust Agreement. The Liquidation Trustee shall fully comply with the terms, conditions and rights set forth in this Plan, the Confirmation Order, and the Liquidation Trust Agreement. The Liquidation Trustee shall not be required to file a fee application to receive compensation.

(vi) *Retention and Payment of Professionals*. The Liquidation Trustee shall have the right to retain the services of attorneys, accountants, and other professionals and agents, to assist and advise the Liquidation Trustee in the performance of his duties and compensate such professionals from the assets of the Liquidation Trust as set forth in the Liquidation Trust Agreement. Such attorneys, accountants, and other professionals and agents shall not be required to file fee applications with the Bankruptcy Court to receive compensation and reimbursement of expenses.

(vii) *Limitation on Liability of the Liquidation Trustee*. The Liquidation Trustee and its professionals shall be entitled to indemnification against any losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims that the Liquidation Trustee or its professionals may incur or sustain by reason of being or having been a Liquidation Trustee or professionals of the Liquidation Trustee for performing any functions incidental to such service; provided, however, the foregoing shall not relieve the Liquidation Trustee or his professionals from liability for bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the Delaware Lawyer's Rules of Professional Conduct.

6.5.5 Plan Expenses.

The Liquidation Trustee may, in the ordinary course of business and without the necessity for any application to, or approval of, the Bankruptcy Court, pay any accrued but unpaid Plan Expenses. All Plan Expenses shall be charged against and paid from the Liquidation Trust.

6.5.6 Termination of Liquidation Trust.

The Liquidation Trust shall be dissolved upon the earlier of the distribution of all of its assets to the Liquidation Trust's beneficiaries and the fifth anniversary of the creation of the Liquidation Trust, provided that, if warranted by the facts and circumstances involved (including, without limitation, in resolving any Causes of Action) upon application to, and if approved by, the Bankruptcy Court upon a finding such extension is necessary for purposes of resolving such Causes of Action and/or distributing the Liquidation Trust Assets to Liquidation Trust's beneficiaries, the term of the Liquidation Trust may be extended by the Liquidation Trustee for a specified, finite term. Notwithstanding the foregoing, the Liquidation Trust shall be automatically terminated in the event that a final decree is entered closing the Chapter 11 Case.

6.5.7 Exculpation Relating to the Liquidation Trust.

No Holder of a Claim or Interest or any other party in interest will have, or otherwise pursue, any Claim or cause of action against the Liquidation Trustee, the Liquidation Trust or the employees or professionals thereof (solely in the performance of their duties), for making payments and Distributions in accordance with this Plan or for fulfilling any functions incidental to implementing the provisions of this Plan or the Liquidation Trust, except for any acts or omissions to act that are the result of bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the Delaware Lawyers' Rules of Professional Conduct.

6.6 Administrative and Priority Claims Reserve.

On the Effective Date, the Liquidation Trustee shall establish the Administrative and Priority Claims Reserve with the Administrative and Priority Claims Reserve Amount, which shall be used by the Liquidation Trustee only for the payment of Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, and Secured Claims allowed before or after the Effective Date, to the extent that the foregoing Claims have not been paid in full on or prior to the Effective Date (or, with respect to Secured Claims, to the extent that the Liquidation Trustee has not elected to deliver the Collateral securing any such Claim to the holder of such Claim). To the extent any funds remain in the Administrative and Priority Claims Reserve after all of the foregoing Claims have been paid or otherwise satisfied as set forth herein, such remaining funds shall constitute Liquidation Trust Assets.

SECTION 7 DISTRIBUTIONS

7.1 Distribution Record Date.

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtor, or its agents, shall be deemed closed, and there shall be no further changes in the record holders of any of the Claims or Interests. Neither the Debtor nor the Liquidation Trustee shall have any obligation to recognize any ownership transfer of the Claims or Interests occurring on or after the Distribution Record Date. The Liquidation Trustee or any party responsible for making Distributions shall be entitled to recognize and deal for all purposes hereunder only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

7.2 Date of Distributions.

Except as otherwise provided herein, any Distributions and deliveries to be made hereunder with respect to Claims that are Allowed as of the Effective Date shall be made on the Effective Date or as soon thereafter as is reasonably practicable. Except as otherwise provided herein, any Distributions and deliveries to be made hereunder with respect to Claims that are Allowed after the Effective Date shall be made as soon as is reasonably practicable after the date on which such Claim becomes Allowed. Distributions made after the Effective Date to Holders of Allowed

Claims shall be deemed to have been made on the Effective Date and, except as otherwise provided in this Plan, no interest shall accrue or be payable with respect to such Claims or any distribution related thereto. Any Distributions and deliveries to be made hereunder with respect to Allowed Interests shall be made, if at all, only after all Allowed Claims have been satisfied in full.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

7.3 Postpetition Interest on Claims.

Except as may be otherwise expressly provided herein, postpetition interest shall not accrue or be paid on any Claims against the Debtor, and no Holder of any such Claim against the Debtor shall be entitled to payment or Distributions on account of interest accruing on or after the Petition Date.

7.4 Disbursing Agent.

All Distributions hereunder shall be made by the Liquidation Trustee, or its named successor or assign, as Disbursing Agent, on or after the Effective Date or as otherwise provided herein. For the avoidance of doubt, the Liquidation Trustee, or such other Entity or Person designated or retained by the Liquidation Trustee in its discretion, shall act as Disbursing Agent with respect to all Effective Date Distributions. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court, and, in the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Disbursing Agent.

7.5 Powers of Disbursing Agent.

The Disbursing Agent may (i) effect all actions and execute all agreements, instruments, and other documents necessary to carry out the provisions of this Plan, (ii) make all Distributions contemplated hereby, and (iii) perform such other duties as may be required of the Disbursing Agent pursuant to this Plan.

7.6 Surrender Instruments.

Pursuant to Bankruptcy Code section 1143, as a condition precedent to receiving any Distribution under this Plan, each holder of a certificated instrument or note must surrender such instrument or note held by it to the Disbursing Agent or its designee. Any holder of such instrument or note that fails to (i) surrender the instrument or note or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Disbursing Agent and furnish a bond in form, substance, and amount reasonably satisfactory to the Disbursing Agent before the third anniversary of the Plan Confirmation Date shall be deemed to have forfeited all rights and claims and may not participate in any Distribution hereunder.

7.7 Delivery of Distributions.

Subject to applicable Bankruptcy Rules, all Distributions to Holders of Allowed Claims or Allowed Interests shall be made to the Disbursing Agent who shall transmit such Distributions to the applicable Holders of Allowed Claims or Allowed Interests or their respective designees. If any Distribution to a Holder of an Allowed Claim or Allowed Interest is returned as undeliverable, the Disbursing Agent shall have no obligation to determine the correct current address of such Holder, and no Distribution to such Holder needs to be made unless and until the Disbursing Agent is notified by the Holder of the current address of such Holder within ninety (90) days of such Distribution, at which time a Distribution shall be made to such Holder without interest; provided that the Liquidation Trustee, in its sole discretion, may deem such Distributions unclaimed property under Bankruptcy Code section 347(b) at the expiration of ninety (90) days from the Distribution. After such date, all unclaimed property or interest in property shall revert to the Liquidation Trust to be distributed in accordance with the terms of the Liquidation Trust Agreement, and the Claim of any other holder to such property or interest in property shall be forever barred.

7.8 Manner of Payment.

Any distributions to be made by or on behalf of the Liquidation Trustee pursuant to this Plan shall be made by checks drawn on accounts maintained by the Liquidation Trustee, or by wire transfer if circumstances justify, at the option of the Liquidation Trustee.

7.9 Setoffs.

The Liquidation Trustee, pursuant to the Bankruptcy Code (including sections 553 and 558 of the Bankruptcy Code) and/or applicable bankruptcy or non-bankruptcy law, with the approval of the Bankruptcy Court or as may be agreed to by the Holder of a Claim or Interest, may, but shall not be required to, set off against any Allowed Claim or Interest and the Distributions to be made pursuant to this Plan on account of such Allowed Claim or Interest (before any Distribution is to be made on account of such Allowed Claim or Interest), any claims of any nature whatsoever, whether or not previously asserted or unasserted, whether or not released under this Plan, that the Debtor or the Liquidation Trustee may have against the Holder of such Allowed Claim or Interest, provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest hereunder shall constitute a waiver or release by the Debtor or the Liquidation Trustee of any such claim the Debtor or the Liquidation Trustee may have against the Holder of such Claim or Interest.

7.10 Minimum Distributions.

No payment of Cash in an amount of less than $100.00 shall be required to be made on account of any Allowed Claim or Allowed Interest. Such undistributed amount may instead be used in accordance with the Plan and the Liquidation Trust Agreement. If the Cash available for the final Distribution is less than $10,000, and the Liquidation Trustee, in its sole discretion, determines that it would cost more than $5,000 to distribute such funds, the Liquidation Trustee may donate such funds to the charity of its choice.

7.11 Allocation of Distributions between Principal and Interest.

To the extent that any Allowed Claim entitled to a Distribution under this Plan includes both principal and accrued but unpaid interest, such Distribution shall be allocated to the principal amount (as determined for federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

7.12 Distributions Free and Clear.

Except as otherwise provided in this Plan, any Distribution or transfer made under this Plan, including, without limitation, Distributions to any Holder of an Allowed Claim or Allowed Interest, shall be free and clear of any Liens, Claims, encumbrances, charges and other interests, and no other entity shall have any interest, whether legal, beneficial or otherwise, in property distributed or transferred pursuant to this Plan.

SECTION 8 PROCEDURES FOR DISPUTED CLAIMS

8.1 Allowance of Claims and Interests.

Except as expressly provided herein, or in any order entered in the Chapter 11 Case prior to the Effective Date, including the Confirmation Order, no Claim or Interest shall be deemed Allowed unless and until such Claim or Interest is deemed Allowed under this Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order, in the Chapter 11 Case allowing such Claim or Interest. Prior to and following the Effective Date, the Liquidation Trust shall be vested with any and all rights and defenses the Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

8.2 Objections to Claims.

The Liquidation Trustee shall be entitled to file objections to all Claims and Interests that are otherwise not deemed Allowed Claims or Interests under this Plan or otherwise. Any objections to Claims or Interests shall be served and filed on or before the later of (i) two hundred ten (210) days after the Effective Date or (ii) such later date as may be fixed by the Bankruptcy Court upon the request of the Liquidation Trustee or other party in interest after reasonable notice and opportunity to object.

8.3 Estimation of Claims.

Before the Effective Date, the Debtor, and after the Effective Date, the Liquidation Trustee may (but are not required to) at any time request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to Bankruptcy Code section 502(c) for any reason, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Liquidation Trustee may pursue supplementary proceedings to object to the allowance of such Claim.

8.4 Distributions Relating to Disputed Claims.

To the extent that all or a portion of a Disputed Claim is disallowed, the Holder of such Claim shall not receive any Distribution on account of the portion of such Claim that is disallowed and any property withheld pending the resolution of such Claim shall be reallocated *Pro Rata* to the Holders of Allowed Claims in the same Class.

8.5 Distributions after Allowance.

To the extent that a Disputed Claim becomes an Allowed Claim after the Effective Date, a Distribution shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the Distribution to which such Holder is entitled hereunder.

SECTION 9 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 General Treatment.

All executory contracts and unexpired leases to which the Debtor is a party are hereby rejected as of the Effective Date except for an executory contract or unexpired lease that (i) previously has been assumed pursuant to Final Order of the Bankruptcy Court, (ii) is specifically designated as an executory contract or unexpired lease to be assumed in this Plan or in any Plan Supplement, or (iii) is the subject of a separate assumption motion under section 365 of the Bankruptcy Code prior to the Effective Date.

Assumption of any executory contract or unexpired lease pursuant to this Plan or otherwise shall result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults or provisions restricting the change in control of ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time prior to the effective date of assumption. Any Claim listed in the Schedules and any Proofs of Claim filed with respect to any executory contract or unexpired lease that has been assumed prior to the Effective Date shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

9.2 Rejection Damages Claims.

In the event that the rejection of an executory contract or unexpired lease pursuant to this Plan results in a Rejection Damages Claim in favor of a counterparty to such executory contract or unexpired lease, such Rejection Damages Claim, if not heretofore evidenced by a timely and properly filed Proof of Claim, shall be forever barred and shall not be enforceable against the Debtor or the Liquidation Trust, or their respective properties or interests in property as agents, successors, or assigns, unless a Proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Liquidation Trustee on or before the date that is thirty (30) days after the Effective

Date or such later rejection date that occurs as a result of a dispute concerning amounts necessary to cure any defaults. All Allowed Rejection Damages Claims shall be treated as General Unsecured Claims pursuant to the terms of this Plan.

9.3 Reservation of Rights.

Neither the exclusion nor inclusion of any contract or lease in this Plan or Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtor or the Liquidation Trust that such contract or lease is in fact an executory contract or unexpired lease or that the Debtor, or the Liquidation Trust has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Liquidation Trustee shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, provided that, notwithstanding anything to the contrary herein, any such dispute shall be resolved prior to the Plan Confirmation Date.

SECTION 10 CONDITIONS PRECEDENT TO EFFECTIVE DATE

10.1 Conditions Precedent.

The occurrence of the Effective Date of this Plan is subject to the following conditions precedent:

(a) the Confirmation Order shall have been entered by the Bankruptcy Court and shall be a Final Order;

(b) all actions, documents, and agreements necessary to implement this Plan, including, without limitation, all actions, documents, and agreements necessary to implement any Plan Transactions, shall have been effected or executed;

(c) the Debtor shall have received all authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions, or documents necessary to implement this Plan and any Plan Transactions and that are required by law, regulation, or order;

(d) the absence of any pending or threatened government action or any law that has the effect of or actually does prevent consummation of any Plan Transactions; and

(e) there shall have been no modification or stay of the Confirmation Order or entry of other court order prohibiting transactions contemplated by this Plan from being consummated.

10.2 Waiver of Conditions.

Unless otherwise specifically provided in this Plan, the conditions set forth in Section 10.1 of this Plan may be waived in whole or in part by the Debtor without notice to any other parties in interest or the Bankruptcy Court and without a hearing.

SECTION 11 EFFECT OF CONFIRMATION

11.1 Vesting of Assets.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, upon the Effective Date and in accordance with 11 U.S.C. § 1186, the assets of the Debtor shall vest in the Liquidation Trust for the purpose of liquidating the Estate, free and clear of all Liens, Claims, charges, or other encumbrances. For the avoidance of doubt, until the Effective Date, all such assets shall remain property of the Estate except as otherwise ordered by the Court.

11.2 Dissolution and Board of the Debtor.

As of the Effective Date, the existing board of directors of the Debtor shall be dissolved without any further action required on the part of the Debtor or the Debtor's officers, directors, or shareholders, and any remaining officers or directors of the Debtor shall be dismissed without any further action required on the part of the Debtor, the equity holders of the Debtor, or the officers or directors of the Debtor. Subject in all respects to the terms of this Plan, the Debtor shall be dissolved as soon as practicable on or after the Effective Date, but in no event later than the closing of the Chapter 11 Case.

As of the Effective Date, the Liquidation Trustee shall act as the sole officer or director of the Debtor with respect to its affairs. Subject in all respects to the terms of this Plan, the Liquidation Trustee shall have the power and authority to take any action necessary to wind down and dissolve the Debtor, and shall: (a) file a certificate of dissolution for the Debtor, together with all other necessary corporate and company documents, to effect the dissolution of the Debtor under the applicable laws of its state of formation; and (b) complete and file all final or otherwise required federal, state, and local tax returns and shall pay taxes required to be paid for the Debtor, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of the Debtor or its Estate for any tax incurred during the administration of the Debtor's Chapter 11 Case, as determined under applicable tax laws.

The filing by the Liquidation Trustee of the Debtor's certificate of dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule, including any action by the stockholders or the board of directors.

11.3 Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, and all present and former Holders of Claims against and Interests in the Debtor, regardless of whether any such Holder of a Claim or Interest has voted or failed to vote to accept or reject this Plan and regardless of whether any such Holder of a Claim or Interest is entitled to receive any Distribution under this Plan.

11.4 Discharge of Claims and Termination of Interests.

Effective upon Case Closing, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release of debts provided in sections 1141(d)(1)(A) and all other debts allowed under section 503 of this title except as set forth in section 1192.

11.5 Injunction.

Except as otherwise expressly provided in this Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Persons and Entities who have held, hold, or may hold Claims against or Interests in the Debtor, are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Interest, directly or indirectly, including indirect pursuit of any Claims against the Debtor by litigation or other claims against employees of the Debtor as of the Petition Date, who were acting in their capacities and scope as employees with respect to the litigation claims made against such former employees; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Debtor or the Liquidation Trust on account of any such Claim or Interest; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor or the Liquidation Trust or against the property or interests in property of the Debtor or the Liquidation Trust on account of any such Claim or Interest; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtor or the Liquidation Trust or against the property or interests in property of the Debtor or the Liquidation Trust on account of any such Claim or Interest; and (e) commencing or continuing in any manner any action or other proceeding of any kind with respect to any claims and causes of action that are retained pursuant to this Plan. Such injunction shall extend to successors of the Debtor, including, without limitation, the Liquidation Trust and its properties and interests in property.

Except as otherwise expressly provided in this Plan, upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the Debtor's, the Liquidation Trust's, the Liquidation Trustee's, and their respective affiliates', employees', advisors', officers' and directors', or agents' implementation or consummation of this Plan.

11.6 Term of Injunctions or Stays.

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan, (a) all injunctions with respect to or stays against an action against property of the Debtor's Estate arising under or entered during the Chapter 11 Case under Bankruptcy Code sections 105 or 362, and in existence on the Plan Confirmation Date, shall remain in full force and effect until such property is no longer property of the Debtor's Estate or the Liquidation Trust, and (b) all other injunctions and stays arising under or entered during the Chapter 11 Case under Bankruptcy Code sections 105 or 362 shall remain in full force and effect until the earliest of (i) the date that the Chapter 11 Case is closed pursuant to a Final Order of the

Bankruptcy Court or (ii) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court.

11.7 Remedies Upon Default

Pursuant to § 1191(c)(3) of the Bankruptcy Code, if the Liquidation Trustee defaults in payments under the Plan, the affected creditor shall notify the Liquidation Trustee, who shall have fifteen (15) days to cure the default. If the Liquidation Trustee does not cure within the 15 days, the creditor may file a notice of the default with the Bankruptcy Court and request a hearing to consider appropriate remedies.

11.8 Debtor and Estate Releases.

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtor, the Liquidation Trustee, and the Estate from any and all Causes of Action, including all direct and derivative claims asserted by or on behalf of the Debtor, that the Debtor, the Liquidation Trustee, or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, or that any Holder of any Claim or Interest could have asserted on behalf of the Debtor, based on or relating to, or in any manner arising from, in whole or in part:

(1) the Debtor, the Debtor's in- or out-of-court restructuring efforts, the formulation, preparation, dissemination, negotiation, or filing of any document related to such efforts;

(2) any Plan Document, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan;

(3) the Chapter 11 Case, the Plan, the filing of the Chapter 11 Case, the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement; or

(4) the business or contractual arrangements between any Debtor and any Released Party, and any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date relating to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any claims or liabilities arising from any act or omission of a Released Party that constitutes fraud, willful misconduct, or gross negligence or (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Plan Document, or any document,

instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

11.9 Releases by Holders of Claims and Interests.

As of the Effective Date, each Releasing Party is deemed to have released and discharged the Debtor and other Released Parties from any and all Causes of Action, including all direct and derivative claims asserted by or on behalf of the Debtor, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part:

(1) the Debtor, the Debtor's in- or out-of-court restructuring efforts, the formulation, preparation, dissemination, negotiation, or filing of any document related to such efforts;

(2) any Plan Document, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan;

(3) the Chapter 11 Case, the Plan, the filing of the Chapter 11 Case, the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement; or

(4) the business or contractual arrangements between any Debtor and any Released Party, and any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date relating to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any claims or liabilities arising from any act or omission of a Released Party that constitutes fraud, willful misconduct, or gross negligence or (ii) any post-Effective Date obligations of any party or Entity under the Plan, any Plan Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

11.10 Exculpation.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the Plan, or any Plan Document, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the

Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the filing of the Chapter 11 Case, the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement; *provided that*, the foregoing "exculpation" shall have no effect on the liability of any entity that results from any such act or omission that is determined in a final order to have constituted fraud, gross negligence, or willful misconduct.

11.11 Release of Liens.

Except as otherwise provided herein, or in any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released.

11.12 Retention of Causes of Action/Reservation of Rights.

11.12.1 No Waiver of Claims

Except as otherwise expressly provided in the Plan, nothing contained in this Plan or in the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights or causes of action that the Debtor or the Liquidation Trustee may have or which the Liquidation Trustee may choose to assert on behalf of the Debtor's Estate under any provision of the Bankruptcy Code or any applicable non-bankruptcy law or rule, common law, equitable principle or other source of right or obligation, including, without limitation, (i) any and all Claims and/or Causes of Action against any Person or Entity, (ii) the turnover of all property of the Debtor's Estate, and (iii) any and all Claims against the Debtor's current or former directors and/or officers.

11.12.2 Reservation of All Rights

Except as otherwise expressly provided in this Plan, nothing contained herein or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, cause of action, right of setoff, or other legal or equitable defense of the Debtor or the Liquidation Trust. No Entity may rely on the absence of a specific reference in this Plan to any cause of action against it as any indication that the Liquidation Trustee will not pursue any and all available causes of action against them. The Liquidation Trustee expressly reserves all rights to prosecute any and all Causes of Action against any Entity.

11.13 Cancellation of Agreement, Notes, and Interests.

On the Effective Date, except to the extent otherwise expressly provided herein, all notes, stock, interests, instruments, certificates, and other documents evidencing the Interests in the Debtor shall be deemed automatically extinguished, cancelled and of no further force or effect, and neither the Debtor nor the Liquidation Trust shall have any continuing obligations thereunder. On the Effective Date, except to the extent otherwise expressly provided herein, any indenture or other agreement relating to any of the foregoing shall be deemed automatically extinguished, cancelled, and of no further force or effect, and neither the Debtor nor the Liquidation Trust shall have any continuing obligations thereunder.

SECTION 12 RETENTION OF JURISDICTION

On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Case for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and the allowance, classification, priority, compromise, estimation, or payment of Claims resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Plan Confirmation Date, including any litigation with respect to claims against the Debtor's current or former directors and officers;

(c) to ensure that Distributions to Holders of Allowed Claims or Allowed Interests, if any, are accomplished as provided herein;

(d) to consider Claims or Interests, or the allowance, classification, priority, compromise, estimation, recharacterization, subordination, or payment of any Claim or Interest;

(e) to enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(e) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

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

(g) to hear and determine all applications under Bankruptcy Code sections 330, 331, and 503(b) for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date;

(h) to hear and determine all requests for payment of Administrative Expense Claims;

(i) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments contemplated hereby or under any agreement, instrument, or other document governing or relating to any of the foregoing;

(j) to consider requests for extensions of the term of the Liquidation Trust as provided herein;

(k) to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate this Plan or to maintain the integrity of this Plan following consummation;

(l) to hear any disputes arising out of, and to enforce any order approving alternative dispute resolution procedures to resolve personal injury, employment litigation, and similar claims pursuant to Bankruptcy Code section 105(a);

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

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

(o) to hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(p) to enter a final decree closing the Chapter 11 Case;

(q) to recover all assets of the Debtor and property of the Debtor's Estate, wherever located; and

(r) to hear and determine any rights, Claims, or causes of action held by or accruing to the Debtor and/or the Liquidation Trust pursuant to the Bankruptcy Code or any applicable federal statute or legal theory.

SECTION 13 MISCELLANEOUS PROVISIONS

13.1 Substantial Consummation.

On the Effective Date and the commencement of any distribution under this Plan, this Plan shall be deemed to be substantially consummated within the meaning set forth in Bankruptcy Code section 1101(2).

13.2 Tax Treatment of the Liquidation Trust.

The Liquidation Trust is intended to qualify as a Liquidation Trust for U.S. federal income tax purposes that will be treated as a pass-through entity. All parties must treat the transfer of the Liquidation Trust Assets to the Liquidation Trust as a transfer of such assets directly to the beneficiaries of the Liquidation Trust, followed by the transfer of such assets by each beneficiary to the Liquidation Trust. Consistent therewith, all parties must treat the Liquidation Trust as a grantor trust of which the Liquidation Trust's beneficiaries are the owners and grantors. Assuming the Liquidation Trust is treated as a Liquidation Trust, the beneficiaries of the Liquidation Trust generally should be treated for U.S. federal income tax purposes as the direct owners of an undivided interest in the Liquidation Trust Assets. The Liquidation Trustee will determine the fair market value of the Liquidation Trust Assets as soon as possible after the Effective Date, and all parties must consistently use this valuation for all U.S. federal income tax purposes.

13.3 Determination of Tax Liabilities.

The Liquidation Trustee shall, pursuant to Bankruptcy Code section 505(b), have the right to request an expedited determination of any unpaid liability of the Debtor's Estate and the Liquidation Trust for any tax incurred during the administration of the Chapter 11 Case. As of the Effective Date, the Liquidation Trustee will be responsible for preparing and filing any tax forms or returns on behalf of the Debtor's Estate; provided, however, that the Liquidation Trustee shall not be responsible for preparing or filing any tax forms for Holders of Interests in the Debtor (which Interests shall be canceled pursuant to this Plan), but shall provide such Holders with any information reasonably required to prepare such forms.

13.4 Amendments.

13.4.1 Modifications to Plan and Plan Supplement.

Subject to the limitations contained in the Plan and Bankruptcy Code section 1193, the Debtor reserves the right to modify the Plan and seek confirmation of the Plan consistent with the Bankruptcy Code and, as appropriate. The Debtor expressly reserves the right to alter, amend, or modify materially the Plan one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

13.4.2 Effect of Confirmation on Modifications; Other Amendments.

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019 The Debtor may make appropriate technical adjustments and modifications to this Plan or the Plan Supplement prior to the Effective Date without further order or approval of the Bankruptcy Court.

13.5 Revocation or Withdrawal of the Plan.

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

13.6 Severability.

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.7 Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws, shall govern the rights, obligations, construction, and implementation of this Plan and the transactions consummated or to be consummated in connection therewith.

13.8 Time.

Bankruptcy Rule 9006 shall apply to all computations of time periods prescribed or allowed by this Plan unless otherwise set forth herein or provided by the Bankruptcy Court.

13.9 Binding Effect on Debtor, Holders and Successors and Assigns.

Upon the occurrence of the Effective Date, the terms of this Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, and any and all Holders of Claims and Interests (irrespective of whether any such Holders of Claims and Interests failed to vote to accept or reject this Plan, voted to accept or reject this Plan, or are deemed to accept or reject this Plan), all Persons or Entities that are parties to or are subject to any settlements, compromises, releases, exculpations, discharges, and injunctions described in this Plan, each Person or Entity acquiring or retaining property under this Plan, and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtor.

13.10 Entire Agreement.

On the Effective Date, this Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

13.11 Effective Notice.

All notices, requests, and demands to or upon the Debtor in the Chapter 11 Case shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given or made when actually delivered or, if by facsimile transmission, when received and telephonically confirmed to the below recipients:

(a) If to the Debtor, to:

Womble Bond Dickinson (US) LLP
1313 North Market Street, Suite 1200
Wilmington, Delaware 19801
Attn.: Matthew P. Ward

(b) If to the Liquidation Trustee, to:

Rock Creek Advisors, LLC
1738 Belmar Blvd
Belmar, New Jersey 07719
Attn.: Brian Ayers

After the Effective Date, the Liquidation Trustee shall have the authority to send a notice to parties in interest (not including the United States Trustee and Subchapter V Trustee) providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such party must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Liquidation Trustee is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests. For the avoidance of doubt, the United States Trustee and Subchapter V Trustee shall have no obligation to file a renewed request and shall continue to receive documents pursuant to Bankruptcy Rule 2002.

SECTION 14 FREQUENTLY ASKED QUESTIONS

What Is Solid Financial Technologies, Inc. Attempting to do in Chapter 11? Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Under Chapter 11, a debtor attempts to restructure the claims and interests held against it. Formulation and confirmation of a plan of reorganization is the primary goal of Chapter 11. When reorganization is not feasible, however, a debtor may propose a liquidating plan under Chapter 11. The plan is the legal document which sets forth the manner and the means by which holders of claims and interests against a debtor will be treated.

Why am I Receiving this Plan? In order to confirm a plan of reorganization, or liquidation, the Bankruptcy Code requires that a debtor solicit acceptances of a proposed plan, which it is doing with this Plan. If the creditors and interest holders are satisfied with the information provided in the Plan and the terms of the Plan as proposed, and have voted for the Plan and returned the requisite number of ballots to counsel for the Debtor, the Bankruptcy Court may confirm the Plan as proposed by the Debtor.

How do I Determine Which Class I am in? To determine the class of your claim or interest, you must first determine whether your claim is secured or unsecured. Your claim is secured if you have a validly perfected security interest in collateral owned by the Debtor. If you do not have any collateral, your claim is unsecured. The charts contained herein will direct you to the treatment provided to the class in which you are grouped. The pertinent section of the Plan dealing with that class will explain, among other things, who is in that class, what is the size of the class, what you will receive if the Plan is confirmed, and when you will receive what the Plan has provided for you if the Plan is confirmed. Section 3 lists all classes of claimants and their types of claims or interest.

Why is Confirmation of a Plan of Reorganization or Liquidation Important? Confirmation of the Plan is necessary because if the Plan is confirmed, the Debtor and all of its creditors and interest holders are bound by the terms of the Plan. If the Plan is not confirmed, the Debtor may not pay creditors and interest holders as proposed in the Plan while the Debtor remains in bankruptcy.

What is Necessary to Confirm a Plan of Reorganization or Liquidation? Confirmation of the Plan requires, among other things, the vote in favor of the Plan of two- thirds in total dollar amount and a majority in number of interest actually voting in each voting class. If the vote is insufficient, the Bankruptcy Court can still confirm the Plan, but only if certain additional elements are shown including that the Plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the Plan.

Am I Entitled to Vote on the Plan? Any creditor of the Debtor whose claim is IMPAIRED and not deemed to reject under the Plan is entitled to vote, if either (i) the creditor's claim has been scheduled by the Debtor and such claim is not scheduled as disputed, contingent, or unliquidated, or (ii) the creditor has filed a proof of claim on or before the last date set for such filings in accordance with the Bar Date Notice. Any claim to which an objection has been filed (and such objection is still pending) is not entitled to vote, unless the Bankruptcy Court temporarily allows the creditor to vote upon the creditor's motion. Such motion must be heard and determined by the Bankruptcy Court prior to the date established by the Bankruptcy Court to confirm the Plan.

How Do I Determine Whether I am in an Impaired Class? Section 3 of the Plan identifies the classes of creditors or interest holders whose claims are impaired. If your claim or interest is impaired and not deemed to reject, your vote will be considered by the Bankruptcy Court.

When Is the Deadline by Which I Need to Return My Ballot? The Plan is being distributed to all Claim and Interest Holders for their review, consideration and approval. The deadline by which ballots must be returned is November 6, 2025 at 4:00 p.m. (ET). Ballots should be mailed to the following address:

Solid Financial Technologies, Inc. Ballot Processing

c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100,
Woodland Hills, CA 91367

Ballots can also be submitted electronically at: https://omniagentsolutions.com/solid-ballots

How do I Determine when and How Much I Will be Paid? In the Introduction, the Debtor has provided both written and financial summaries of what it anticipates each class of creditors will receive under the Plan.

Respectfully submitted,

Solid Financial Technologies, Inc.

By: *_/s/ Arjun Thyagarajan_*
Name: Arjun Thyagarajan
Title: Co-Founder and CEO

Schedule 1

Liquidation Analysis

Solid Financial Technologies, Inc.

US Bankruptcy Court - District of Delaware
Case No.: 25-10669
Preliminary Liquidation Analysis (est. as of August 1, 2025)

	Book	Asset Recovery Rates		CHAPTER 7 Recovery $		CHAPTER 11 Recovery $	
Assets	Balance	Low	High	Low	High	Low	High
Cash on Hand	$ 6,448,782	100%	100%	$ 6,448,782	$ 6,448,782	$ 6,448,782	$ 6,448,782
Restricted Cash	990,000	0%	0%	-	-	-	-
Accounts Receivable	700,148	0%	15%	-	105,022	-	105,022
Property and Equipment	18,922	0%	0%	-	-	-	-
Prepaid Expenses	500,000	50%	90%	-	450,000	-	450,000
Intellectual Property	Unknown	0%	0%	Unknown	Unknown	Unknown	Unknown
Causes of Action	TBD	0%	50%	-	5,000,000	-	5,000,000
Solid India Receivable	890,000	78%	85%	-	694,200	694,200	756,500
Gross Asset Recovery	**$ 9,547,852**			**$ 6,448,782**	**$ 12,698,004**	**$ 7,142,982**	**$ 12,760,304**
Expenses							
Liquidation & Winddown Expenses							
Estate Wind-Down Costs				$ 385,859	$ 231,515	$ 385,859	$ 231,515
Liquidation Trustee & Professional Fees						300,000	150,000
Chapter 7 Trustee & Professional Fees				400,000	250,000		
Liquidation and Wind Down Expenses				**$ 785,859**	**$ 481,515**	**$ 685,859**	**$ 381,515**
Net Asset Recovery				**$ 5,662,923**	**$ 12,216,489**	**$ 6,457,123**	**$ 12,378,789**

	Claim	%		$		$	
	Amounts	Low	High	Low	High	Low	High
Total Administrative Expense Claims [1]	$ 930,926	100%	100%	$ 930,926	$ 930,926	$ 930,926	$ 930,926
Solid India YE Amounts Due	890,000	100%	100%	-	-	890,000	890,000
Indemnification Claim from Officers	-	100%	100%	1,139,200	1,139,200	-	-
Priority Tax Claims	50,590	100%	100%	50,590	50,590	50,590	50,590
Employee Severance Claims	671,589	100%	100%	671,589	671,589	671,589	671,589
Net Recovery to Unsecured Creditors				**$ 2,870,619**	**$ 9,424,184**	**$ 3,914,019**	**$ 9,835,684**
Unsecured Claims							
General Unsecured Claims	$ 3,889,190	110%	95%	$ 4,278,109	$ 3,694,730	$ 4,278,109	$ 3,694,730
Pending Litigation Claim(s)	19,057,406	100%	100%	19,057,406	2,500,000	7,000,000	2,000,000 [2]
Less: Duplicate Pending Litigation filed POC	(9,057,406)	100%	100%	(9,057,406)	-	-	-
Total General Unsecured Claims	**$ 13,889,190**			**$ 14,278,109**	**$ 6,194,730**	**$ 11,278,109**	**$ 5,694,730**
Unsecured Recovery Percentage				***20.1%***	***100.0%***	***34.7%***	***100.0%***
Net Recovery Available to Equity				**$ -**	**$ 3,229,454**	**$ -**	**$ 4,140,954**
Equity:							
Preferred Stock	**$ 5,749,438**			**$ 5,749,438**	**$ 5,749,438**	**$ 5,749,438**	**$ 5,749,438**
Preferred Equity Recovery Percentage				***0%***	***56%***	***0%***	***72%***
Common Stock	**$ 272,057**			**$ -**	**$ -**	**$ -**	**$ -**
Common Equity Recovery Percentage	**$ 272,057**			***0%***	***0%***	***0%***	***0%***

[1] Inclusive of accrued and unpaid chapter 11 professional fees and Sub chapter 5 Trustee Fees.

[2] Debtors and their professionals believe no liability exists but account for potential litigation costs.