**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

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| In Re:<br><br>POTTSVILLE OPERATIONS, LLC, *et al.*,[1]<br><br>Debtors. | Case No.: 24-70418-JAD<br><br>Chapter 11<br><br>(Jointly Administered) |
| THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC, et al.,<br><br>Movant,<br><br>-vs-<br><br>No Respondent. | Related to Docket Nos.: 1549, 1550, 1695, 1710, and 1711<br><br>Hearing Date:<br><br>Hearing Time:<br><br>Response Deadline: |

**NOTICE OF FILING OF PLAN SUPPLEMENT**

The Official Committee of Unsecured Creditors of Pottsville Operations, LLC et al., (the "Committee") by and through its undersigned counsel, respectfully represents as follows:

**PLEASE TAKE NOTICE** that on September 15, 2025, the Committee filed the *Plan of Liquidation Submitted by the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1549] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and the *Disclosure Statement Submitted by the Official Committee of*

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: Pottsville Operations, LLC (9467); Pottsville Propco, LLC (8685); Hampton House Operations, LLC (8969); Hampton House Propco, LLC (7258); Kingston Operations, LLC (1787); Kingston Propco, LLC (8562); Williamsport North Operations, LLC (9927); Williamsport Propco, LLC (2039); Williamsport South Operations, LLC (0298); Yeadon Operations, LLC (9296); and Yeadon Propco, LLC (5785) (collectively, the "Pottsville Debtors" and the Pottsville Debtors' chapter 11 cases are collectively referred to as the "Pottsville Cases") and Bedrock Care, LLC (9115); Care Pavilion Operating, LLC (7149); Cliveden Operating, LLC (6546); MAPA Operating, LLC (3750); Maplewood Operating, LLC (0850); Milton Operating, LLC (5523); Parkhouse Operating, LLC (0140); Tucker Operating, LLC (4305); Watsontown Operating, LLC (0236); and York Operating, LLC (2571) (collectively the "Care Pavilion Debtors" and the Care Pavilion Debtors' chapter 11 cases are collectively referred to as the "Care Pavilion Cases"). The Debtors' mailing address is 425 West New England Avenue, Suite 300, Winter Park, Florida 32789.

*Unsecured Creditors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1550] (as amended, supplemented, or otherwise modified from time to time, the ("Disclosure Statement").

**PLEASE TAKE FURTHER NOTICE** that on October 31, 2025, the Court entered the *Order Granting Motion to Enlarge Solicitation and Confirmation Deadlines* [Docket No. 1695] (the "Solicitation Order").

**PLEASE TAKE FURTHER NOTICE** that the Solicitation Order authorized the Committee to solicit a further revised plan and disclosure statement relating only to the Pottsville Debtors' estates, with all provisions related to the Care Pavilion Cases removed and set December 2, 2025, as the deadline to file the Plan Supplement.

**PLEASE TAKE FURTHER NOTICE** that on November 14, 2025, the Committee filed the *Second Amended Plan of Liquidation Submitted by the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1710-1] and the *Second Amended Disclosure Statement Submitted by the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code* [Docket No. 1711-1], relating only to the Pottsville Debtors.

**PLEASE TAKE FURTHER NOTICE** that as contemplated by the Solicitation Order, the Committee hereby files the Plan Supplement, consisting of the Liquidating Trust Agreement, a copy of which is attached hereto as **Exhibit A**.

Dated: December 2, 2025

By: /s/ *Andrew C. Helman*
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**CERTIFICATE OF SERVICE**

I, Andrew C. Helman, an individual eighteen years of age or older, hereby certify that on the date set forth below, I caused the foregoing document to be served on all parties receiving notice and service in this case through the Court's CM/ECF electronic filing service, which served the same on the parties receiving notice via the CM/ECF system.

Date: December 2, 2025

*/s/ Andrew C. Helman*

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# **Exhibit A**
# **Liquidating Trust Agreement**

# POTTSVILLE LIQUIDATING TRUST AGREEMENT

This LIQUIDATING TRUST AGREEMENT, executed on December [__], 2025 (this "Agreement"), constituting the undertaking of, and the agreement by and between, each of (i) Pottsville Operations, LLC; Pottsville Propco, LLC; Hampton House Operations, LLC; Hampton House Propco, LLC; Kingston Operations, LLC; Kingston Propco, LLC; Williamsport North Operations, LLC; Williamsport Propco, LLC; Williamsport South Operations, LLC; Yeadon Operations, LLC; and Yeadon Propco, LLC as debtor and debtor-in-possession (the "Debtors") in these Chapter 11 cases pending in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court"), Case No. 24-70418-JAD (the "Bankruptcy Cases"), and (ii) Ronald Winters of Gibbins Advisors, in his capacity as trustee of the Liquidating Trust created herein (in such capacity, the "Liquidating Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the *Second Amended Plan of Liquidation Submitted by the Official Committee of Unsecured Creditors, dated November 14, 2025* [Docket No. 1710] (including all exhibits attached thereto or referenced therein and as the same may be amended, modified, or supplemented, the "Plan").

## Background

A. On October 15, 2024, the Debtors filed voluntary petitions commencing these Bankruptcy Cases. On October 25, 2024, the United States Trustee appointed the official committee of unsecured creditors in the Debtors' Bankruptcy Cases (the "Committee").

B. On November 14, 2025, the Committee filed the Plan. The Plan is a plan of liquidation. Among other things, the Plan provides for the creation of the Pottsville Liquidating Trust to, *inter alia*, (i) accept all Pottsville Liquidating Trust Assets on behalf of the Pottsville Liquidating Trust Beneficiaries, (ii) obtain, collect, and seek turnover of and liquidate all of the Pottsville Liquidating Trust Assets, (iii) make Distributions in accordance with the Plan and the Pottsville Liquidating Trust Agreement.

C. On [January __, 2026], the Bankruptcy Court entered the Confirmation Order confirming the Plan.

D. The Plan and the Confirmation Order provide that upon the Effective Date the Pottsville Liquidating Trust shall be established for the benefit of the Pottsville Liquidating Trust Beneficiaries.

E. The Effective Date of the Plan has occurred as of the date of this Agreement.

F. This Agreement creates the Pottsville Liquidating Trust pursuant to the terms of the Plan and the Confirmation Order.

## Agreement

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, and to effect the provisions of the Plan concerning the treatment of the Pottsville Liquidating Trust Beneficiaries, the Debtors and the Liquidating Trustee agree as follows:

## ARTICLE I
## DECLARATION OF TRUST

1.1 Creation of Trust. Pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of chapter 11 of the Bankruptcy Code, the "Pottsville Liquidating Trust" (the "Liquidating Trust") is hereby constituted and created and is made effective as of the Effective Date. In connection with the exercise of the Liquidating Trustee's power hereunder, the Liquidating Trustee may use this "Pottsville Liquidating Trust" name or such variation thereof as the Liquidating Trustee sees fit.

1.2 Purpose of Trust. The Liquidating Trust is established for the primary purpose of liquidating its assets in accordance with Treasury Regulation Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The Liquidating Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth herein or in the Plan and the Confirmation Order. The Liquidating Trust is intended to qualify as a "grantor trust" for federal income tax purposes with the Pottsville Liquidating Trust Beneficiaries treated as grantors and owners of the Liquidating Trust.

1.3 Transfer of Pottsville Liquidating Trust Assets.

(a) In accordance with Article IV of the Plan, and in satisfaction of Allowed Claims in Class 3P, Class 5P and Class 6P, the Pottsville Liquidating Trust Assets are deemed transferred to the Liquidating Trust as of the Effective Date, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other entities to the maximum extent contemplated by and permissible under Bankruptcy Code Section 1141(c), the Plan, and the Confirmation Order, and, subject to the provisions of Section 4.1, for the sole benefit of the Pottsville Liquidating Trust Beneficiaries. The Pottsville Liquidating Trust Assets are to be held, administered, liquidated, collected, and distributed by the Liquidating Trustee in accordance with the terms and conditions of the Plan and this Agreement for the sole benefit of the Pottsville Liquidating Trust Beneficiaries.

(b) To the extent that any assets of the Debtors' Bankruptcy estate that constitute Pottsville Liquidating Trust Assets cannot be transferred to the Liquidating Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded pursuant to the Plan by Code Section 1123 or any other provision of the Bankruptcy Code, such assets shall continue to constitute property of the Estate under the control of the Debtors.

(c) For all federal, state and local income tax purposes, all parties (including the Debtors, the Liquidating Trustee and the Pottsville Liquidating Trust Beneficiaries) agree that each holder of a Allowed Claims in Class 3P, Class 5P and Class 6P shall be treated as transferring its Allowed Claim to the Debtors in exchange for the holder's Pro Rata share of the Pottsville Liquidating Trust Assets (subject to any liabilities of the Estate or the Liquidating Trust assumed by or payable from the Liquidating Trust), and then transferring the holder's Pro Rata share of the Pottsville Liquidating Trust Assets (subject to such liabilities) to the Liquidating Trust in exchange for such holder's Pro Rata share of the beneficial ownership of the Pottsville Liquidating Trust Assets in accordance with the terms of the Plan and this Agreement (such beneficial ownership as the "Liquidating Trust Interests"). The Liquidating Trustee shall be authorized to collect such tax information from each of the Pottsville Liquidating Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as the Liquidating Trustee in his sole discretion deems necessary to comply with applicable tax law or to effectuate the Plan, the Confirmation Order and this Agreement, including but not limited to IRS Form W-9, and the Pottsville Liquidating Trust Beneficiary's provision to the Liquidating Trustee of such requested tax information shall be a condition to such entity's receipt of a Beneficial Interest. The failure of any Pottsville Liquidating Trust Beneficiary to provide the requested tax information to the Liquidating Trustee within 90-days of the Liquidating Trustee's request shall extinguish such entity's right to such Beneficial Interest and its otherwise Allowed Claims in Class 3P, Class 5P and Class 6P shall be deemed Disallowed in their entirety.

(d) To the extent necessary to perform the Liquidating Trustee's duties herein or deemed by the Liquidating Trustee as necessary or appropriate in his sole discretion, the Liquidating Trustee shall value the Pottsville Liquidating Trust Assets based on the good faith determination of the Liquidating Trustee in consultation with his professional advisors, and any such valuation shall be communicated to and used consistently by all parties for all federal income tax purposes.

1.4 Liquidation of Trust Assets. The Liquidating Trustee shall, in an expeditious but orderly manner and subject to the other provisions of the Plan, the Confirmation Order and this Agreement, liquidate and convert the Pottsville Liquidating Trust Assets to cash, make timely distributions in accordance with the terms hereof and not unduly prolong the existence of the Liquidating Trust. The Liquidating Trustee shall exercise reasonable business judgment and liquidate the Pottsville Liquidating Trust Assets to maximize net recoveries to the Pottsville Liquidating Trust Beneficiaries; provided that the Liquidating Trustee shall in its reasonable business judgment be entitled to take into consideration the risks, timing and costs of potential actions in making determinations as to the maximization of such recoveries. Such liquidations may be accomplished through the sale, collection, or other disposition of the Pottsville Liquidating Trust Assets as the Liquidating Trustee determines in its reasonable business judgment. The Liquidating Trustee may incur any reasonable and necessary expenses associated with the administration of the Liquidating Trust and will be reimbursed for such reasonable and necessary expenses.

1.5 Appointment and Acceptance of Liquidating Trustee, Litigation Trust Assets. The Liquidating Trustee shall be deemed to be appointed as Liquidating Trustee pursuant to Code Section 1123(b)(3)(B) and Article VI of the Plan. The Liquidating Trustee accepts the Liquidating Trust created by this Agreement and the grant, assignment, transfer, conveyance and delivery to the Trust by the Debtors or Reorganized Debtors, as applicable, for the benefit of the Pottsville Liquidating Trust Beneficiaries, of all of the Debtors' or Reorganized Debtors' right, title and interest in and to the Pottsville Liquidating Trust Assets, upon and subject to the terms and conditions set forth in the Plan, the Confirmation Order, and this Agreement. For the avoidance of doubt, the Liquidating Trustee shall not be deemed to be an "underwriter" in connection with the distribution of any Pottsville Liquidating Trust Assets, as such term is defined in Code Section 1145(b), and no employees, agents or representatives of the Liquidating Trustee shall be deemed to be a "broker-dealer" as such term is defined in the Securities Exchange Act of 1934, as amended, or any rules promulgated thereunder.

1.6 No Reversion to Debtors. Subject to Section 1.3(b), in no event shall any part of the Pottsville Liquidating Trust Assets revert to or be distributed to the Debtors.

1.7 Incidents of Ownership. The Pottsville Liquidating Trust Beneficiaries shall be the sole beneficiaries of the Liquidating Trust and the Pottsville Liquidating Trust Assets, and Liquidating Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized in the Plan, the Confirmation Order, and this Agreement, including, but not limited to, those powers set forth in Section 6.1.

## ARTICLE II
## LIQUIDATING TRUST BENEFICIARIES

2.1 Rights of Pottsville Liquidating Trust Beneficiaries. Each Pottsville Liquidating Trust Beneficiary shall be entitled to participate in the rights and benefits due to a Pottsville Liquidating Trust Beneficiary hereunder according to the terms of its Beneficial Interest. Each Pottsville Liquidating Trust Beneficiary shall take and hold the same, subject to all the terms and conditions of this Agreement, the Plan and the Confirmation Order. The interest of a Pottsville Liquidating Trust Beneficiary is hereby declared and shall be in all respects personal property. Except as expressly provided hereunder, a Pottsville Liquidating Trust Beneficiary shall have no title to, right to, possession of, management of or control of the Liquidating Trust or the Pottsville Liquidating Trust Assets. The ownership of a Beneficial Interest in the Liquidating Trust shall not entitle any Pottsville Liquidating Trust Beneficiary to any title in or to the Pottsville Liquidating Trust Assets or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein.

2.2 Evidence of Beneficial Interest. Ownership of a Beneficial Interest in the Liquidating Trust shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidating Trust by the Liquidating Trustee, and the Liquidating Trust Interests are not transferable. The Liquidating Trustee shall within a reasonable amount of time, upon written request of a holder of a Beneficial Interest, provide reasonably adequate documentary evidence of such holder's Beneficial Interest, as indicated in the books and records of the Trust. The expense of providing such documentation shall be borne by the requesting Pottsville Liquidating Trust Beneficiary. The Liquidating Trustee shall not be required to provide such documentation to a requesting Pottsville Liquidating Trust Beneficiary unless and until the expense of providing such documentation has been paid by the Pottsville Liquidating Trust Beneficiary to the Liquidating Trustee.

## ARTICLE III
## DURATION AND TERMINATION OF TRUST

3.1 Duration. The Liquidating Trust shall be deemed effective upon the Effective Date and shall remain and continue in full force and effect until terminated as provided herein. The Trust shall terminate (the "Termination Date") upon the occurrence of the earlier of (a) the filing by the Liquidating Trustee with the Bankruptcy Court of the Liquidating Trustee's notice of completion of the administration, liquidation, collection, and distribution of the Pottsville Liquidating Trust Assets in accordance with the Plan, the Confirmation Order, and this Agreement and the full performance of all other duties and functions of the Liquidating Trustee set forth in the Plan, the Confirmation Order, and this Agreement, or (b) the fifth anniversary of the Effective Date (the "Initial Term"). In no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion within the six (6) month period prior to the end of the Initial Term (and, in the case of any extension, within six (6) months prior to the end of such extension), determines that a fixed period extension (not to exceed three (3) years after the end of the Initial Term unless the Liquidating Trustee has obtained a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Pottsville Liquidating Trust Assets. The Liquidating Trustee may but, except as required by the foregoing sentence, shall not be obligated to obtain an opinion of counsel or a ruling from the Internal Revenue Service that any such extension shall not adversely affect the status of the Liquidating Trust as a grantor trust for federal income tax purposes. In no event shall the Liquidating Trustee unduly prolong the duration of the Liquidating Trust.

3.2 Continuance of Trust for Winding Up. After the termination of the Liquidating Trust and solely for the purpose of liquidating and winding up the affairs of the Liquidating Trust, the Liquidating Trustee shall continue to act as such until his duties have been fully performed. Upon distribution of all the Pottsville Liquidating Trust Assets, the Liquidating Trustee shall retain the books, records and files that shall have been delivered to or created by the Liquidating Trustee. At the Liquidating Trustee's discretion, all of such records and documents may be destroyed at any time following the date of final distribution of Pottsville Liquidating Trust Assets as the Liquidating Trustee deems appropriate. Except as otherwise specifically provided herein, upon the final distribution of Pottsville Liquidating Trust Assets and the termination of the Liquidating Trust the Liquidating Trustee shall be deemed discharged and have no further duties or obligations hereunder.

## ARTICLE IV
## ADMINISTRATION OF TRUST

4.1 Payment of Expenses and Liabilities; Expense Reserve. The Liquidating Trustee shall utilize the cash portion of, and cash proceeds of, Pottsville Liquidating Trust Assets: (a) to pay reasonable compensation to the Liquidating Trustee for his services in administering the Pottsville Liquidating Trust; (b) to pay the Liquidating Trustee's expenses of administering the Trust, including, but not limited to, any taxes imposed on the Trust, reasonable compensation to the Liquidating Trustee's professional advisors, and other expenses of administration, preservation, collection, liquidation, and distribution of the Pottsville Liquidating Trust Assets; (c) to satisfy obligations or other liabilities incurred or assumed by the Trust (or to which the Pottsville

Liquidating Trust Assets are otherwise subject) in accordance with the Plan, the Confirmation Order, this Agreement, and applicable law or regulation; and (d) to satisfy any other obligations of the Trust expressly set forth in the Plan, the Confirmation Order, or this Agreement, including without limitation any payments provided for by Section 7.5. The Liquidating Trustee shall cause the Pottsville Liquidating Trust at all times to retain sufficient funds as the Liquidating Trustee shall reasonably determine to be reasonably necessary for the Liquidating Trust to: (i) meet contingent liabilities and maintain the value of the Pottsville Liquidating Trust Assets during liquidation; (ii) make the payments and satisfy the obligations and liabilities described in this Section 4.1 as well as satisfy all obligations to remit amounts pursuant to applicable federal and state laws relating to taxes; (iii) fund any other amounts as required under the Plan; and (iv) reserve for payment of the foregoing expenses of administering the Liquidating Trust (the funds retained for such purposes, the "Expense Reserve").

4.2 Distributions to Liquidating Trust Beneficiaries.

(a) Pottsville Liquidating Trust Assets Available for Distribution. "Trust Assets Available for Distribution" shall at any particular time be the amount of liquid (i.e., cash or cash equivalents) Pottsville Liquidating Trust Assets less the amount of the Expense Reserve.

(b) Timing of Non-Final Distributions. The Liquidating Trustee shall make distributions of the Trust Assets Available for Distribution on such dates that the Liquidating Trustee determines are appropriate from time to time, but in any event not less than once during each calendar year (each such distribution date, a "Distribution Date"); provided, however, that the Liquidating Trustee shall, if the amount of Trust Assets Available for Distribution at such time is less than $500,000, be entitled to defer any such distribution until the amount of Trust Assets Available for Distribution is greater than $500,000.

(c) Amount of Distributions. From each distribution of Trust Assets Available for Distribution made by the Liquidating Trustee on a Distribution Date, each Pottsville Liquidating Trust Beneficiary shall be entitled to receive payment of its Pro Rata share of such Trust Assets Available for Distribution.

(d) Computation of Pro Rata Shares. Within 30 days prior to each Distribution Date, the Liquidating Trustee shall compute each Pottsville Liquidating Trust Beneficiary's Pro Rata share of Trust Assets Available for Distribution based on the status of Allowed Claims in Class 3P, Class 5P, and Class 6P, Disputed Claims in Class 3P, Class 5P and Class 6P, and Disallowed Claims in Class 3P, Class 5P and Class 6P as of the time of such computation, and shall in determining the amount to be paid to particular Pottsville Liquidating Trust Beneficiaries account for (i) prior distributions of Trust Assets Available for Distribution, (ii) retained De Minimis Distributions (as defined in Section 4.2(f)), and (iii) Unclaimed Distributions (as defined in Section 4.3).

(e) Disputed Claims Reserve. Liquidating Trust Interests shall be reserved for Holders of Disputed General Unsecured Claims and issued by the Liquidating Trust to, and held by the Liquidating Trustee in, a disputed claim reserve (the "Disputed Claims Reserve") pending allowance or disallowance of such Claims.

(f) De Minimis Distributions. The Liquidating Trustee will not be required to make any distribution to a particular Pottsville Liquidating Trust Beneficiary if such distribution will be less than $50.00 (a "De Minimis Distribution"), provided however that the Liquidating Trustee shall retain and reserve any De Minimis Distributions for inclusion in a future distribution of Trust Assets Available for Distribution to an affected Pottsville Liquidating Trust Beneficiary. Upon termination of the Liquidating Trust and in preparation for the final distribution of Trust Assets Available for Distribution pursuant to Section 4.2(g), any final distribution to a Pottsville Liquidating Trust Beneficiary that would include a retained De Minimis Distribution and still total less than $25.00 will be treated as an Unclaimed Distribution.

(g) Distribution of Liquidating Trust Proceeds Upon Termination. Promptly following the termination of the Liquidating Trust, the Liquidating Trustee shall distribute any Trust Assets Available for Distribution not yet distributed from the Trust to the Pottsville Liquidating Trust Beneficiaries in accordance with the terms of this Agreement, the Plan and the Confirmation Order.

(h) Location for Distributions; Notice of Change of Address. The Liquidating Trustee shall deliver payments of Trust Assets Available for Distribution to Pottsville Liquidating Trust Beneficiaries at their respective addresses set forth in their proofs of claim or any subsequent written notices of address provided to the Debtors or to the Liquidating Trustee by the affected Pottsville Liquidating Trust Beneficiaries, or, in the absence of any such proof of claim or written notice of address, as set forth in the Debtors' Schedules of Liabilities or otherwise provided to the Liquidating Trustee in writing. The Liquidating Trustee is not obligated to make any effort to determine the correct address of any Pottsville Liquidating Trust Beneficiary.

4.3 Undeliverable Property; Unclaimed Distributions. If any check representing a distribution of Trust Assets Available for Distribution to a Pottsville Liquidating Trust Beneficiary is returned to the Liquidating Trustee as undeliverable, no further distribution to such Pottsville Liquidating Trust Beneficiary shall be made unless and until the Liquidating Trustee is notified in writing within 90 days following the date of issuance of the undeliverable check (the "Distribution Participation Deadline") of such Pottsville Liquidating Trust Beneficiary's then-current mailing address. If a Pottsville Liquidating Trust Beneficiary timely provides written notice of such Pottsville Liquidating Trust Beneficiary's then-current mailing address, then any previously undeliverable distribution shall be made to such Pottsville Liquidating Trust Beneficiary without interest. For purposes of this Agreement, undeliverable distributions shall include any check sent to a Pottsville Liquidating Trust Beneficiary for a distribution of Trust Assets Available for Distribution that has not been cashed by the Distribution Participation Deadline. Any Pottsville Liquidating Trust Beneficiary that does not cash its distribution check or provide notice to the Liquidating Trustee of such Pottsville Liquidating Trust Beneficiary's then-current address by the Distribution Participation Deadline shall no longer have any further claim to or interest of any kind or nature in the Pottsville Liquidating Trust Assets, and such Pottsville Liquidating Trust Beneficiary's erstwhile title to and all Liquidating Trust Interests related thereto shall revert to or remain in the Trust and shall constitute "Unclaimed Distributions" to be redistributed to the remaining holders of Liquidating Trust Interests in accordance with Section 4.2 hereof. The Liquidating Trustee may in its sole discretion extend the Distribution Participation Deadline for any particular Pottsville Liquidating Trust Beneficiary, but shall have no obligation to do so.

4.4 Exchange Act. In addition to certain requirements set forth in this Agreement, the Trust shall take such precautions as the Liquidating Trustee shall deem necessary or appropriate for the Liquidating Trust to avoid becoming subject to the registration requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); provided, however, that if the Liquidating Trust becomes subject to such registration requirements, the Liquidating Trustee shall cause the Liquidating Trust to register pursuant to, and comply with, the applicable reporting requirements of the Exchange Act.

4.5 Fiscal Year. Except for the first and last years of the Liquidating Trust, the fiscal year of the Liquidating Trust shall be the calendar year. For the first and last years of the Liquidating Trust, the fiscal year of the Trust shall be such portion of the calendar year that the Liquidating Trust is in existence.

4.6 Books and Records. The Liquidating Trustee shall maintain, in respect of the Liquidating Trust and the holders of Liquidating Trust Interests, books and records relating to the assets and the income of the Liquidating Trust and the payment of expenses of the Liquidating Trust and the Liquidating Trustee, in such detail and for such period of time as may be reasonably necessary to enable it to make full and proper reports in respect thereof in accordance with the provisions of this Agreement and applicable provisions of law. The Liquidating Trustee shall provide any Pottsville Liquidating Trust Beneficiary with reasonable access to such books and records during normal business hours as may be reasonably requested with advance notice.

4.7 Cash Payments. All Cash distributions required to be made by the Liquidating Trustee to the holders of Liquidating Trust Interests shall be made in Cash denominated in U.S. dollars by checks drawn on a United States domestic bank selected by the Liquidating Trustee or, at the option of the Liquidating Trustee, by wire transfer from a United States domestic bank selected by the Liquidating Trustee; provided, however, that cash payments to foreign holders of Liquidating Trust Interests may be made, at the option of the Liquidating Trustee, in such funds as and by such means as are necessary or customary in a particular foreign jurisdiction.

4.8 Reporting and Filing Requirements. Within thirty (30) days after the last day of each calendar year in which the Liquidating Trust remains in existence, the Liquidating Trustee shall file a report with the Bankruptcy Court of (i) all Pottsville Liquidating Trust Assets held and received by the Liquidating Trust, (ii) the current (a) Expense Reserve and (b) Trust Assets Available for Distribution, (iii) all distributions made to Pottsville Liquidating Trust Beneficiaries in the prior year (if any), and (iv) all fees, income, and expenses related to the Liquidating Trust during the preceding calendar year.

## ARTICLE V
## TAX MATTERS

5.1 Tax Treatment. The Debtors, the Liquidating Trustee and the holders of Liquidating Trust Interests will treat the Liquidating Trust as a "liquidating trust" within the meaning of

Treasury Regulation Section 301.7701-4(d) and any comparable provision of state or local law. The Liquidating Trust shall be considered a "grantor" trust and is intended to comply with the requirements of a liquidating trust, which is a grantor trust, as set forth in Revenue Procedure 94-45, 1994-2 C.B. 684. Consistent with this treatment, for all federal, state and local income tax purposes, each holder of an Allowed Claim in Class 3P, Class 5P and Class 6P, as applicable, shall be treated as transferring such Claim to the Debtors in exchange for such holder's share of the Pottsville Liquidating Trust Assets (subject to the liabilities of the Estate or the Trust assumed or payable by the Liquidating Trust, including pursuant to Section 4.1) and then as transferring the holder's share of the Pottsville Liquidating Trust Assets (subject to such liabilities) to the Liquidating Trust in exchange for the holder's Liquidating Trust Interest. The holders of Liquidating Trust Interests in the Liquidating Trust will be treated solely for tax purposes as the grantors and deemed owners of the Liquidating Trust, and the Debtors, the Liquidating Trustee, and the Pottsville Liquidating Trust Beneficiaries will use consistent valuations of the Pottsville Liquidating Trust Assets (and liabilities) as may be determined in accordance with Section 1.3(d). The Liquidating Trustee shall be authorized to take any action necessary to maintain compliance with this Treasury Regulation or any successor regulation that does not contradict the terms of this Agreement, the Plan, or the Confirmation Order. In the event the Liquidating Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), the Liquidating Trustee shall take such action as it shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a "publicly traded partnership" subject to Section 7704(a) of the Internal Revenue Code of 1986, as amended (the "Tax Code")), including, if necessary, creating or converting it into a Delaware limited liability partnership or limited liability company that is so classified.

5.2 Tax Reporting. The "taxable year" of the Trust shall be the "calendar year" as those terms are defined in Section 441 of the Tax Code. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary, the Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a). The Liquidating Trustee shall annually, within 75 days after the end of each calendar year unless extended, send to each record holder of a Liquidating Trust Interest a separate statement setting forth the holder's share or items of income, gain, loss, deduction or credit of the portion of the Liquidating Trust that is treated as a grantor trust for such year and will instruct all such holders to report such items on their federal income tax returns for such year. Such reporting shall also occur within 60 days of the dissolution of the Trust if there is anything to report as determined by the Liquidating Trustee in its sole discretion. The Trust's taxable income, gain, loss, deduction or credit will be allocated (subject to provisions of the Plan relating to disputed Claims and Section 5.4 hereof) to the Pottsville Liquidating Trust Beneficiaries in accordance with their relative Liquidating Trust Interests in the Liquidating Trust.

5.3 Tax Withholdings. The Liquidating Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code, or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Pottsville Liquidating Trust Beneficiaries. All such amounts withheld, and paid to the appropriate taxing authority, shall be treated as amounts distributed to such Liquidating Trust Beneficiaries for all purposes of this Agreement.

## ARTICLE VI
## POWERS OF AND LIMITATIONS ON THE LIQUIDATING TRUSTEE

6.1 Powers of the Liquidating Trustee. The Liquidating Trustee shall have such rights, powers and privileges expressly set forth in the Plan and this Agreement, and such other powers reasonably incidental thereto, and as otherwise provided by applicable law. Subject to the other provisions of this Agreement, the Liquidating Trustee shall be expressly authorized to undertake the following actions, in the Liquidating Trustee's good faith judgment and sole discretion, in the best interests of the Pottsville Liquidating Trust Beneficiaries and to maximize net recoveries therefor:

(a) hold, administer and prosecute the Pottsville Liquidating Trust Assets and any proceeds thereof;

(b) execute any documents and take any other actions related to, or in connection with, the liquidation of the Pottsville Liquidating Trust Assets and the exercise of the Liquidating Trustee's powers granted herein;

(c) execute any documents and take any other actions required to effectuate the Plan and Committee Settlement thereunder, including but not limited to execution of the Intercreditor Agreement;

(d) undertake all administrative functions necessary to implement the Plan and related to the Chapter 11 Case after the Effective Date;

(e) open bank accounts and any other depository or investment accounts;

(f) purchase and carry all insurance policies and pay all insurance premiums;

(g) hold legal title to any and all rights of the Pottsville Liquidating Trust Beneficiaries in, to or arising from the Pottsville Liquidating Trust Assets;

(h) protect and enforce the rights to the Pottsville Liquidating Trust Assets vested in the Liquidating Trustee by this Agreement by any method deemed reasonably appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(i) make distributions of the Pottsville Liquidating Trust Assets to the appropriate Liquidating Trust Beneficiaries in accordance with this Agreement, the Plan, and the Confirmation Order;

(j) prepare and file, if necessary, any and all tax returns with respect to the Liquidating Trust and pay taxes properly payable by the Trust, if any;

(k) prepare and make all necessary filings in accordance with any applicable law, statute or regulation, including, but not limited to, the Exchange Act (to the extent required under applicable law);

(l) determine and satisfy from the Pottsville Liquidating Trust Assets any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses of the Liquidating Trustee and his advisors, created, incurred or assumed by the Trust;

(m) retain, as an expense of the Liquidating Trust, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Liquidating Trustee hereunder or in the Plan;

(n) invest monies received by the Liquidating Trust or Liquidating Trustee or otherwise held by the Liquidating Trust or Liquidating Trustee in such investments that are consistent with the Liquidating Trust's status as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d);

(o) in the event that the Liquidating Trustee determines that the Pottsville Liquidating Trust Beneficiaries or the Liquidating Trust may, will or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences;

(p) in the event that the Liquidating Trust shall fail or cease to qualify as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d), take any and all necessary actions as it shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a "publicly traded partnership" subject to Section 7704(a) of the Tax Code), including, if necessary, creating or converting the Liquidating Trust into a Delaware limited liability partnership or limited liability company that is so classified;

(q) unilaterally modify, amend, or supplement this Agreement in such manner as the Liquidating Trustee determines is necessary for compliance with any applicable law, regulation, court order, or governmental or taxing authority directive;

(r) perform such functions and take such actions with respect to the Liquidating Trust as are provided for or permitted in the Plan, the Confirmation Order, this Agreement or any other agreement executed pursuant to the Plan; and

(s) take any of the foregoing actions, and execute any documents relating thereto, in the Liquidating Trustee's own name, on behalf of the Liquidating Trust.

6.2 Limitations on Liquidating Trustee. No part of the Pottsville Liquidating Trust Assets shall be used or disposed of by the Liquidating Trustee in furtherance of any trade or business. The Liquidating Trustee shall, on behalf of the Liquidating Trust, hold the Liquidating Trust out as a trust in the process of liquidation and not as an investment company. The Liquidating Trustee shall not engage in any investments or activities inconsistent with the treatment of the Liquidating Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) while the Liquidating Trust qualifies as a liquidating trust, provided, however, that if the Liquidating Trust (or a Delaware limited liability or limited liability partnership into which it shall be converted) shall be classified as a partnership for federal tax purposes under Treasury Regulations 301.7701-3 (but not a "publicly traded partnership" subject to Section 7704(a) of the

Tax Code), the foregoing restrictions shall not apply. The Liquidating Trustee shall not become a market-maker for the Liquidating Trust Interests or otherwise attempt to create a secondary market for the Liquidating Trust Interests. The Liquidating Trustee shall be restricted to the liquidation of the Pottsville Liquidating Trust Assets on behalf, and for the benefit, of the Pottsville Liquidating Trust Beneficiaries and the distribution and application of Pottsville Liquidating Trust Assets for the purposes set forth in this Agreement, the Plan, and the Confirmation Order, and the conservation and protection of the Pottsville Liquidating Trust Assets and the administration thereof in accordance with the provisions of this Agreement, the Plan, and the Confirmation Order.

6.3 Agents and Professionals. The Liquidating Trustee may from time to time enter into contracts with, consult with and retain, attorneys, accountants, appraisers, disbursing agents or other parties deemed by the Liquidating Trustee to have qualifications necessary or desirable to assist in the proper administration of the Liquidating Trust, including any estate professionals retained during the Case. The Liquidating Trustee shall within a reasonable amount of time pay the reasonable and documented fees and expenses of such persons out of the Pottsville Liquidating Trust Assets in the ordinary course of business without the need for approval of the Bankruptcy Court.

## ARTICLE VII
## CONCERNING THE LIQUIDATING TRUSTEE

7.1 Generally. The Liquidating Trustee shall exercise the rights and powers conferred upon the Liquidating Trustee by this Agreement, the Plan, and the Confirmation Order, to the same degree of care and skill as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. No provision of this Agreement, the Plan, or the Confirmation Order shall be construed to relieve the Liquidating Trustee from liability for his own gross negligence, fraud, or willful misconduct. The Liquidating Trustee shall not be liable for any error of judgment, or any action taken or any action not taken if such error, action, or inaction was done in good faith reliance upon the advice of professionals retained by the Liquidating Trustee.

7.2 Reliance by Liquidating Trustee. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order:

(a) the Liquidating Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by the Liquidating Trustee in good faith to be genuine and to have been signed or presented by the proper party or parties;

(b) The Liquidating Trustee may absolutely and unconditionally presume that any other parties purporting to give any notice of instructions in writing has been duly authorized to do so, and may rely on such notice; and

(c) persons (including any professionals retained by the Liquidating Trustee in accordance with this Agreement) engaged in transactions with the Liquidating Trustee shall look only to the Pottsville Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trustee to such person in carrying out the terms of this Agreement, the Plan, or the Confirmation Order, and the Liquidating Trustee shall have no personal or individual obligation to satisfy any such liability.

7.3 Liability to Third Persons. The Liquidating Trustee and its attorneys, accountants, advisors, agents, representatives, and other professionals shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Pottsville Liquidating Trust Assets or the affairs or administration of the Liquidating Trust, except for any such person's own gross negligence, fraud, or willful misconduct.

7.4 Nonliability of Liquidating Trustee for Acts of Others. Nothing contained in this Agreement, the Plan, or the Confirmation Order shall be deemed to be an assumption by the Liquidating Trustee of any of the liabilities, obligations or duties of the Debtors or Liquidating Trust Beneficiaries and shall not be deemed to be or contain a covenant or agreement by the Liquidating Trustee to assume or accept any such liability, obligation or duty. Any successor Liquidating Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Liquidating Trustee hereunder, and any statement or representation made as to the assets comprising the Pottsville Liquidating Trust Assets or as to any other fact bearing upon the prior administration of the Liquidating Trust, so long as it has a good faith basis to do so. A Liquidating Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. A successor Liquidating Trustee shall not be liable for any act or omission of any predecessor Liquidating Trustee, nor have a duty to enforce any claims against any predecessor Liquidating Trustee on account of any such act or omission. A predecessor Liquidating Trustee shall not be liable for any act or omission of any successor Liquidating Trustee.

7.5 Indemnity. The Liquidating Trustee and its attorneys, accountants, advisors, agents, and representatives (collectively, the "Indemnified Parties") shall be indemnified and held harmless by the Liquidating Trust, to the fullest extent permitted by law, and to the same extent as would apply if the Indemnified Parties were directors and officers of a corporation organized under Delaware law, with administrative expense priority from the Pottsville Liquidating Trust Assets (including any insurance obtained by the Liquidating Trustee) for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses, which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding, claim, or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Indemnified Parties relating to the affairs or administration of the Liquidating Trust; provided, however, that the Liquidating Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud, or willful misconduct. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the Liquidating Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party arising out of or relating to the affairs or administration of the Liquidating Trust; provided, however, that the Indemnified Parties receiving such advances shall repay to the Liquidating Trust the amounts so advanced upon the entry of a Final Order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section 7.5. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

7.6 Compensation and Expenses. The Liquidating Trustee shall be entitled to reasonable compensation and expense reimbursement[1] from the Pottsville Liquidating Trust Assets for services provided and expenses incurred in performing his duties and services in accordance with this Agreement. Beginning on the Effective Date, subject to the Plan and this Agreement, the Liquidating Trustee shall be employed and compensated at the rate of $5,000.00 per month (plus reasonable out-of-pocket expenses).[2] The Liquidating Trustee is authorized to employ Gibbins to assist with providing the services and requirements of the Trust as set forth in this Agreement. Gibbins shall bill at a blended hourly rate capped at $650.00 (except for Litigation Support Services provided by Mr. Winters as described herein), subject to annual adjustment. For the avoidance of doubt, (x) Gibbins will not charge hourly for the services of Mr. Winters, except for Litigation Support Services as described in footnote 2 below, and (y) the rate for such Litigation Support Services for Mr. Winters shall not be suppressed by the cap described in this paragraph 7.6.

## ARTICLE VIII
## OVERSIGHT COMMITTEE

8.1 Establishment of Oversight Committee. An oversight committee (the "Oversight Committee") may be established upon the Effective Date of this Agreement. The Oversight Committee, if established, shall consist of three members, appointed by the Creditors' Committee. In all circumstances, the Oversight Committee shall act in the best interests of all Pottsville Liquidating Trust Beneficiaries and in furtherance of the purpose of the Liquidating Trust.

8.2 Purpose and Role. The Oversight Committee shall serve in a consultative and supervisory capacity with respect to the Liquidating Trustee's administration of the Liquidating Trust. The Oversight Committee shall have the authority to:

(a) Review periodic reports prepared by the Liquidating Trustee regarding the status of asset liquidation, claim resolution, and distributions;

(b) Approve or disapprove budgets, material asset sales, settlements or expenditures exceeding $250,000;

(c) Provide recommendations to the Liquidating Trustee regarding operational and strategic decisions affecting the Liquidating Trust; and

(d) Approve or disapprove litigation and settlements against insiders and related parties.

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[1] Including, but not limited to, reimbursement for both legal expenses incurred by the Liquidating Trustee and services rendered by Gibbins Advisors, LLC ("Gibbins") in connection with the review of this Agreement and the initial formation and establishment of the Trust. The Liquidation Trustee is a Principal at Gibbins.

[2] Gibbins may also invoice at hourly rates for the services of Mr. Winters for Litigation Support Services. "Litigation Support Services" are and shall include participation and preparation in, and consultation with, counsel for the Liquidation Trust regarding Court or deposition testimony including, but not limited to, supporting counsel for the Liquidation Trust in direct and cross-examination of witnesses. Mr. Winters's hourly rate for Litigation Support Services is $850, subject to annual adjustment.

8.3 Meetings and Reporting. The Oversight Committee shall meet quarterly or as needed, as determined by the Oversight Committee either by video conference or telephonically, with the Liquidating Trustee. The Liquidating Trustee shall provide reasonable notice and an agenda in advance of such meetings and shall make available any reports or materials requested by the Oversight Committee in a timely manner.

8.4 Fiduciary Duties. Members of the Oversight Committee shall act in a fiduciary capacity to the Pottsville Liquidating Trust Beneficiaries. No member shall be liable for actions taken or omitted in good faith, except in cases of gross negligence, willful misconduct, or fraud.

8.5 Removal and Replacement of Members. Members of the Oversight Committee may be removed by majority vote of the remaining members or as otherwise provided in this Agreement. Vacancies shall be filled in accordance with the procedures used for the original appointment. The Oversight Committee may be dissolved at any time upon the affirmative vote of a majority of its members. Upon such vote, the Oversight Committee shall be deemed dissolved without further action. Effective immediately upon dissolution, all authority, rights, powers and responsibilities previously held by the Oversight Committee under this Agreement shall automatically vest in, and be exercised solely by, the Liquidating Trustee. The Liquidating Trustee shall thereupon have full and exclusive authority to take any and all actions that the Committee was authorized to take prior to dissolution, without the need for further approval or oversight by the Liquidating Committee or its former members.

8.6 Limitations. The Oversight Committee shall not have authority to manage the day-to-day operations of the Liquidating Trust, nor shall it have authority to bind the Liquidating Trust, except as expressly provided herein.

## ARTICLE IX
## SUCCESSOR LIQUIDATING TRUSTEES

9.1 Resignation or Removal. The Liquidating Trustee may resign from the Liquidating Trust, upon thirty (30) days' prior written notice filed with the Bankruptcy Court, with such resignation effective on the later to occur of (a) the date specified in such written notice or (b) the effective date of the appointment of a successor Liquidating Trustee in accordance with Section 8.3 hereof and such successor's acceptance of such appointment in accordance with Section 8.4 hereof. The Liquidating Trustee may be removed for cause by order of the Bankruptcy Court or other court of competent jurisdiction.

9.2 Effect of Resignation or Removal. The resignation, removal, incompetency, bankruptcy or insolvency of the Liquidating Trustee shall not operate to terminate the Liquidating Trust or to revoke any existing agency created pursuant to the terms of this Agreement, the Plan, or the Confirmation Order or invalidate any action theretofore taken by the Liquidating Trustee. All fees and expenses incurred by the Liquidating Trustee prior to the resignation, incompetency or removal of the Liquidating Trustee shall be paid from the Pottsville Liquidating Trust Assets, unless such fees and expenses are in good faith and reasonably disputed by the successor Liquidating Trustee, in which case the Bankruptcy Court (or other court of competent jurisdiction) shall resolve the dispute and any disputed fees and expenses of the predecessor Liquidating Trustee that are subsequently allowed by the Bankruptcy Court (or other court of competent jurisdiction) shall be paid from the Pottsville Liquidating Trust Assets. In the event of the resignation or removal of the Liquidating Trustee, such Liquidating Trustee shall: (i) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor Liquidating Trustee or directed by the Bankruptcy Court (or other court of competent jurisdiction) to effect the termination of such Liquidating Trustee's capacity under this Agreement; (ii) promptly deliver to the successor Liquidating Trustee all documents, instruments, records and other writings related to the Liquidating Trust as may be in the possession of such Liquidating Trustee; provided, however, that such Liquidating Trustee may retain one copy of each of such documents; and (iii) otherwise assist and cooperate in effecting the assumption of the Liquidating Trustee's obligations and functions by such successor Liquidating Trustee.

9.3 Appointment of Successor. In the event of the resignation, removal, incompetency, bankruptcy or insolvency of the Liquidating Trustee, a vacancy shall be deemed to exist and a successor shall be appointed by the outgoing Liquidating Trustee or by order of the Bankruptcy Court or other court of competent jurisdiction.

9.4 Acceptance of Appointment by Successor Liquidating Trustee. Any successor Liquidating Trustee appointed hereunder shall promptly execute an instrument accepting such appointment and shall deliver one counterpart thereof to the resigning or removed Liquidating Trustee, whereupon such successor Liquidating Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the Trust with like effect as if originally named Liquidating Trustee. The resigning or removed Liquidating Trustee shall duly assign, transfer and deliver to such successor Liquidating Trustee all property and money held by such Liquidating Trustee hereunder and shall, as reasonably requested by such successor Liquidating Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Liquidating Trustee all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed Liquidating Trustee.

## ARTICLE IX
## MISCELLANEOUS PROVISIONS

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to conflicts of law).

10.2 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have jurisdiction over the Liquidating Trust and the Liquidating Trustee, including, without limitation, the administration and activities of the Liquidating Trust and the Liquidating Trustee. The jurisdiction of the Bankruptcy Court acknowledged by this Section 10.2 does not vitiate the concurrent jurisdiction of any other court of competent jurisdiction.

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

10.4 Notices. Any notice or other communication required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by telex, facsimile or other telegraphic means, sent by nationally recognized overnight delivery service, mailed by first-class mail, or transmitted by email. The date of receipt of such notice shall be the earliest of (a) the date of actual receipt by the receiving party, (b) the date of the recipient's refusal of delivery upon presentation for delivery, or (c) three business days after service by first class mail, to the receiving party's below address(es):

(i) if to the Liquidating Trustee, to:

Ronald Winters
Gibbins Advisors
1900 Church Street, Suite 300
Nashville, TN 37203
Email: rwinters@gibbinsadvisors.com
Tel: (914) 391-6269

With a copy to:

Dentons US LLP
c/o Lauren Macksoud, Esq.
1221 Avenue of the Americas
New York, NY 10020
Email: lauren.macksoud@dentons.com
Tel: (212) 768-6700

and

Dentons Bingham Greenebaum, LLP
c/o Andrew Helman, Esq.
1 City Center
Suite 11100
Portland, ME 04101
Email: andrew.helman@dentons.com
Tel: (207) 619-0919

(ii) if to the Debtors, to:

Pottsville Operations, LLC, *et al.*
c/o Elizabeth Green, Esq.
BakerHostetler LLP
200 S. Orange Ave., Suite 2300
Orlando, FL 32801
Email: egreen@bakerlaw.com
Tel: (407) 649-4036

(iii) if to any Pottsville Liquidating Trust Beneficiary (including any contingent Pottsville Liquidating Trust Beneficiary), to the last known address of such Pottsville Liquidating Trust Beneficiary according to the Liquidating Trustee's records including as augmented by notice from any such Pottsville Liquidating Trust Beneficiary.

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

10.6 Plan. This Agreement constitutes an integral part of and is intended to implement the Plan. Accordingly, in the event of any direct conflict or inconsistency between any provision of this Agreement, on the one hand, and the provisions of the Plan and the Confirmation Order, on the other hand, the provisions of the Plan and the Confirmation Order, as applicable, shall govern and control.

10.7 Amendment. This Agreement may be amended (a) by order of the Bankruptcy Court or (b) by the Liquidating Trustee; provided, however, that the approval of the Bankruptcy Court shall be required for any changes or amendments to this Agreement that are inconsistent with the terms of the Plan or the Confirmation Order; provided further that such amendment shall not adversely affect the distributions to any of the Pottsville Liquidating Trust Beneficiaries or adversely affect the U.S. federal income tax status of the Liquidating Trust as a "liquidating trust" under Treasury Regulations Section 301.7701-4(d). In the event that the Liquidating Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), this Liquidating Trust Agreement may be amended by the Liquidating Trustee to the extent necessary for the Liquidating Trustee to take such action as it shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.77013 (but not a "publicly traded partnership" subject to Section 7704(a) of the Tax Code), including, if necessary, creating or converting it into a Delaware limited liability partnership or limited liability company that is so classified.

10.8 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, words importing the singular number shall include the plural number and vice versa and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Agreement, and the words herein and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision of this Agreement. The term "including" shall mean "including, without limitation."

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

*Signatures on following page*

**IN WITNESS WHEREOF,** the Debtors and the Liquidating Trustee have executed this Agreement effective as of the date first above written.

**DEBTORS**

POTTSVILLE OPERATIONS, LLC;
POTTSVILLE PROPCO, LLC;
HAMPTON HOUSE OPERATIONS, LLC;
HAMPTON HOUSE PROPCO, LLC;
KINGSTON OPERATIONS, LLC;
KINGSTON PROPCO, LLC;
WILLIAMSPORT NORTH OPERATIONS, LLC;
WILLIAMSPORT PROPCO, LLC;
WILLIAMSPORT SOUTH OPERATIONS, LLC;
YEADON OPERATIONS, LLC; AND
YEADON PROPCO, LLC,

By: ________________________________
Name:
Title:

[Signature page to Pottsville Liquidating Trust Agreement]

[SIGNATURES CONTINUED FROM THE PRIOR PAGE]

**LIQUIDATING TRUSTEE**

____________________________________
Ronald Winters
Gibbins Advisors