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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re: Oceanwide Plaza LLC, Debtor and Debtor-in-Possession.	Case No.: 2:24-bk-11057-DS Chapter 11 Hon. Deborah Saltzman **NOTICE OF FILING OF PLAN SUPPLEMENT** <u>Plan Confirmation Hearing</u> Date: April 9, 2026 Time: 10:00 a.m. Place: Ctrm 1639/Via Zoom 255 East Temple Street Los Angeles, CA 90012

BRYAN CAVE LEIGHTON PAISNER LLP
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TO THE HONORABLE DEBORAH SALTZMAN, UNITED STATES BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, CREDITORS, AND OTHER PARTIES-IN-INTEREST:

PLEASE TAKE NOTICE that on February 23, 2026, Oceanwide Plaza LLC, the above-captioned Debtor and Debtor-in-Possession (the "Debtor") filed its *Combined Disclosure Statement and Plan of Liquidation (Dated February 23, 2026)* [ECF No. 842] (the "Combined Plan");

PLEASE TAKE FURTHER NOTICE that the Combined Plan provides that the Debtor will file a supplement that includes additional documentation and information in support of the Combined Plan (the "Plan Supplement");

PLEASE TAKE FURTHER NOTICE that on February 25, 2026, the Court entered its *Order Granting Debtor's Motion for Conditional Approval of Debtor's Combined Disclosure Statement and Liquidating Plan (Dated February 23, 2026) and Providing Other Ancillary and Related Relief* [ECF No. 848] (the "Solicitation Order"), which, among other things, requires the Debtor to file the Plan Supplement by March 10, 2026;

PLEASE TAKE FURTHER NOTICE that in accordance with the Solicitation Order and Combined Plan, the Debtor provides the following documents as its Plan Supplement:

Exhibit A	Liquidating Trust Declaration
Exhibit B	Schedule of Executory Contracts and/or Unexpired Leases to be Assumed

Dated: March 10, 2026

BRYAN CAVE LEIGHTON PAISNER LLP

By: */s/ Sharon Z. Weiss*
Sharon Z. Weiss
Attorneys for Debtor and Debtor-in-Possession

EXHIBIT A

LIQUIDATING TRUST DECLARATION

LIQUIDATING TRUST DECLARATION, dated as of [·], 2026 (the "Agreement"), between Oceanwide Plaza LLC, a Delaware limited liability company, debtor and debtor-in-possession in the above-captioned chapter 11 case (the "Debtor"), and Bradley D. Sharp of Development Specialists, Inc., as the trustee (the "Liquidating Trustee") of the Liquidating Trust (as defined in the Debtor's Combined Disclosure Statement and Plan of Liquidation (Dated February 23, 2026) [ECF No. 842] (as may be amended from time to time, the "Plan")).

RECITALS

WHEREAS, on February 13, 2024 (the "Petition Date"), Oceanwide Plaza LLC (the "Debtor") filed a voluntary petition in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court") for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, on February 23, 2026, the Debtor filed the Plan with the Bankruptcy Court;

WHEREAS, by the Confirmation Order dated [·], the Bankruptcy Court confirmed the Plan;

WHEREAS, the Plan, among other things, provides for the creation of the Liquidating Trust for the primary purpose of monetizing and distributing the "Plan Administration Assets" (as defined in the Plan) to the holders of beneficial interests in the Liquidating Trust as further provided for in the Plan (the "Beneficiaries");

WHEREAS, the purpose of the Liquidating Trust is to (a) pursue or liquidate the Plan Administration Assets; (b) make distributions to the Beneficiaries as contemplated by Treasury Regulations Section 301.7701-4(d) and in accordance with the guidelines contained in Revenue Procedure 94-45, 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 purpose of the Liquidating Trust;

WHEREAS, the Liquidating Trust is to be administered by the Liquidating Trustee;

WHEREAS, the Liquidating Trustee has accepted such appointment and has agreed to serve in such capacity under the terms and conditions set forth in the Plan and herein;

WHEREAS, the Liquidating Trust is intended to qualify at all times as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d), and this Agreement, the Liquidating Trust, the Confirmation Order, the Plan and the Disclosure Statement are intended to comply with the advance ruling guidelines contained in Revenue Procedure 94-45;

WHEREAS, the Liquidating Trust is intended to qualify at all times as a "grantor trust" for U.S. federal income tax purposes, pursuant to sections 671-679 of the Internal Revenue Code of 1986, as amended (the "IRC") and the U.S. Treasury regulations promulgated thereunder ("Treasury Regulations"), of which the Beneficiaries are the grantors; and

WHEREAS, the Liquidating Trust, via the Liquidating Trustee, shall have the authority to initiate, file, prosecute, enforce, abandon, monetize, settle, compromise, release, mediate, move, dismiss, withdraw or litigate to judgment the Trust Claims (as defined below), in each case as set forth in and subject to the limitations in this Agreement, and the Liquidating Trustee shall have all powers necessary to implement the provisions of this Agreement and administer the Liquidating Trust, in each case as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Debtor and the Liquidating Trustee agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Terms Defined. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to such terms in the Plan. As used herein, the following terms have the respective meanings specified below:

"Available Cash" shall mean all Cash held by the Liquidating Trust from time to time on and after the Effective Date.

"Cause of Action" means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license or franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising or acquired, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whenever arising, whether in law or equity, whether sounding in tort or contract, whether asserted in arbitration, a court or regulatory proceeding, or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including under any state or federal securities laws. Causes of Action also include (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) Avoidance Actions, and (iii) any claim or defense, including fraud, mistake, duress, or usury and any other defenses set forth in section 558 of the Bankruptcy Code.

"Claims Objections" shall mean objections, motions or adversary proceedings challenging the validity, priority, and amount of any Claims, including, without limitation, requests to recharacterize or subordinate filed or that may be filed with the Bankruptcy Court.

"Contributed Assets" means, to the maximum extent transferable under applicable law, any and all assets that are contributed, assigned, conveyed, or delivered to the Liquidating Trust, including Cash, claims, judgments, choses in action, Causes of Action, avoidance actions, litigation claims, rights to sue, rights to settle, rights to appeal, rights to enforce, liens, interests, privileges appurtenant thereto, and all proceeds thereof, whether known or unknown, foreseen or unforeseen, matured or unmatured, liquidated or unliquidated.

"Contributed Claim" means any Contributed Asset that is a claim, judgment, debt, cause of action, or litigation right, including any and all claims and Causes of Action arising from, relating to, or appurtenant to any Contributed Asset or the underlying facts or transactions of any Contributed Asset that is a claim, judgment, debt, cause of action, or litigation right, including (without limitation) claims against insiders, control persons, transferees, entities to be substantively consolidated with the Debtor, alter ego targets, and any parties to whom liability may be asserted directly or derivatively.

"Contributor" means any Person that contributes or assigns any Contributed Asset to the Liquidating Trust pursuant to this Agreement (including, without limitation, a creditor, judgment creditor, plan sponsor, litigation funder, or any of their designees).

"Liquidating Trust" shall mean the trust created by this Agreement, the Plan, and the Confirmation Order.

"Liquidating Trust Obligations" shall mean any and all financial obligations of the Liquidating Trust, including, without limitation, the Liquidating Trust Expenses.

"Net Trust Proceeds" means Trust Proceeds less (i) Trust Expenses, (ii) professional fees and costs incurred in monetizing or enforcing the applicable Trust Asset or Contributed Claim, and (iii) any required Plan expenses or reserves, in each case as reasonably determined by the Liquidating Trustee.

"Pro Rata Share" shall have the meaning ascribed to such term in the Plan.

"Trust Assets" means (i) all Plan Administration Assets after closing of the sale contemplated by the Plan, (ii) all Contributed Assets and Contributed Claims (iii) all assets recovered by the Liquidating Trustee on or after the Effective Date through enforcement, settlement, collection, return, or otherwise, and (iv) all proceeds thereof, and they are deemed Estate Assets under 11 U.S.C. § 541(a)(7).

"Trust Claims" means, without limitation, any and all rights, claims, powers, causes of action, or other remedies (legal or equitable) that are retained in this Agreement, conveyed under the Plan or Confirmation Order, and/or Contributed Claims.

“Trust Expenses” means the reasonable, necessary and actual expenses of the trust and/or the reasonable cost of collecting or monetizing a Trust Asset.

"Trust Proceeds" means all gross receipts of Cash or other consideration realized from monetization, enforcement, settlement, litigation, financing, sale, or collection of any Trust Asset.

Section 1.1A Incorporated Definitions. As used herein, the terms "Allowed Claim," "Business Day," "Disputed Claim," "Distribution Agent," "Distribution Record Date," "Governmental Unit," "Sale Proceeds," "Statutory Fees," and "Wind Down" shall have the meanings ascribed to such terms in the Plan. To the extent any capitalized term used but not defined herein is defined in the Plan, such term shall have the meaning set forth in the Plan.

Section 1.2 Interpretation. When a reference is made in this Agreement to a section or article, such reference shall be to a section or article of this Agreement unless otherwise clearly indicated to the contrary.

(a) Whenever the words "include," "includes," or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(b) The words "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified.

(c) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(d) A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns.

(e) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(f) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(g) Any reference in this Agreement to "$" shall mean U.S. dollars.

ARTICLE II

CREATION/TERMINATION OF LIQUIDATING TRUST

Section 2.1 Creation of the Liquidating Trust. The Liquidating Trust is hereby constituted and created, in accordance with Treasury Regulations Section 301.7701-4(d) and Revenue Procedure 94-45, to (i) liquidate and monetize the Plan Administration Assets; (ii) make distributions under the Plan; (iii) make distributions of the proceeds of the Plan Administration

Assets to the Beneficiaries in accordance with Article 10 of the Plan; (iv) contest, object to, compromise, or settle Claims in accordance with the Plan; and (v) take such other action consistent with the terms of this Agreement, the Plan, the Confirmation Order, and any other agreement executed by the Liquidating Trust and/or the Liquidating Trustee on behalf of the Liquidating Trust pursuant to the Plan, or as is necessary and appropriate to administer and implement the Plan and this Agreement.

(a) Purpose of Liquidating Trust. The Liquidating Trust is established for the primary purpose of monetizing and distributing the Plan Administration Assets to the Beneficiaries, in accordance with Treasury Regulations 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. Accordingly, subject to the terms and conditions of this Agreement, the Plan, and the Confirmation Order, the Liquidating Trustee shall, in an expeditious but orderly manner, liquidate and convert to cash the Plan Administration Assets, make timely distributions to the Beneficiaries, and not unduly prolong the duration of the Liquidating Trust. The Liquidating Trustee shall be charged with liquidating the Plan Administration Assets in the most cost-effective manner possible in the shortest reasonable time, with due regard for the risk that undue haste may reduce the liquidation proceeds of any portion of the Plan Administration Assets, and in all instances in accordance with the Plan and the Confirmation Order. In selling or otherwise monetizing the Plan Administration Assets, the Liquidating Trustee shall use commercially reasonable efforts to maximize the amount of the net proceeds derived therefrom.

(b) This Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Liquidating Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Liquidating Trustee or the Beneficiaries, or any of them, for any purpose be, or be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Beneficiaries to the Liquidating Trustee shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Agreement.

Section 2.2 Appointment and Acceptance of the Liquidating Trustee. Bradley D. Sharp of Development Specialists, Inc. is hereby appointed as the Liquidating Trustee, to act and serve as the trustee of the Liquidating Trust. Bradley D. Sharp hereby accepts the appointment as the trustee of the Liquidating Trust, and, in such capacity, agrees to hold the Plan Administration Assets, in trust, in accordance with the terms of this Agreement, the Plan, and the Confirmation Order, and to administer the Liquidating Trust pursuant to the terms and conditions of this Agreement, the Plan, and the Confirmation Order.

Section 2.3 Name of the Trust. The trust established through the Plan, the Confirmation Order, and pursuant to this Agreement shall bear the name "Oceanwide Liquidating Trust." In connection with the exercise of the Liquidating Trustee's powers under this Agreement, the Liquidating Trustee may use this name or such variation thereof as the Liquidating Trustee, in the Liquidating Trustee's discretion, may determine.

Section 2.4 Transfer of Assets to the Trust. Pursuant to the Plan and the Confirmation Order, on the Effective Date, all right, title, and interest in and to the Plan Administration Assets shall be deemed to have been irrevocably transferred, assigned, conveyed and delivered by the Debtor to the Liquidating Trust free and clear of all encumbrances, liens and Claims of any Person, but subject to the provisions of this Agreement, the Plan, and the Confirmation Order, in trust for the benefit of the Beneficiaries for the uses and purposes stated therein and herein. The Liquidating Trust hereby accepts all such Plan Administration Assets free and clear of all Claims and Interests, except as provided in this Agreement, the Plan, the Confirmation Order, and agrees to hold and administer the Plan Administration Assets and the remainder of the Liquidating Trust for the benefit of the Beneficiaries, subject to the terms and conditions of this Agreement, the Plan, and the Confirmation Order. Upon the transfer of the Plan Administration Assets, the Liquidating Trust shall succeed to all of the Debtor's right, title, and interest in and to the Plan Administration Assets, and the Debtor will have no further interest in or with respect to the Plan Administration Assets or the Liquidating Trust.

Section 2.5 Maintenance of Cash and Proceeds. Funds in the Liquidating Trust may, in the sole discretion of the Liquidating Trustee, be invested in demand-and-time deposits in banks or other savings institutions, or in other temporary, liquid investments, such as Treasury bills, consistent with the liquidity needs of the Liquidating Trust as determined by the Liquidating Trustee, in accordance with Bankruptcy Code section 345, unless the Bankruptcy Court otherwise requires; provided, however, that such investments are investments permitted to be made by a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings or other controlling authorities.

Section 2.6 Fiscal Year. The fiscal year of the Liquidating Trust shall be the calendar year.

Section 2.7 Termination of Liquidating Trust. The Liquidating Trust shall terminate no later than five (5) years from the Effective Date; provided, however, that the Liquidating Trustee may seek one or more extensions of the term of the Liquidating Trust for a fixed period not to exceed three (3) years per extension, (i) if the Liquidating Trustee determines that such extension is necessary to complete the liquidation of the Plan Administration Assets and the distribution of proceeds therefrom, (ii) any such extension is consistent with Treasury Regulations Section 301.7701-4(d) and Revenue Procedure 94-45 and, (iii) within six (6) months of the beginning of the extended term, such extension is approved by the Bankruptcy Court on an explicit finding that the extension is necessary to the liquidating purpose of the Liquidating Trust. Subject to the foregoing, the Liquidating Trust may be dissolved or otherwise terminated at such time as (i) all Disputed Claims have been resolved; (ii) all of the Plan Administration Assets have been liquidated, resolved, or abandoned pursuant to, and in accordance with, the Plan and this Agreement; (iii) all duties and obligations of the Liquidating Trust under the Plan, the Confirmation Order, and this Agreement have been fulfilled; (iv) all distributions required under the Plan and this Agreement have been made; (v) the Liquidating Trustee shall have filed a notice with the Bankruptcy Court that the foregoing conditions (i) through (iv) have been met; and (vi) the Debtor's Chapter 11 Case has been closed. Upon dissolution or termination of the Liquidating Trust, any remaining Plan Administration Assets shall be disposed of by the Liquidating Trustee in accordance with applicable law and as directed by the Bankruptcy Court.

Section 2.8 Creation of the Disputed Creditor Reserve. As further provided in the Plan, the Liquidating Trustee shall establish the Disputed Creditor Reserve as a blocked segregated account to be maintained by the Liquidating Trust for the benefit of the Holders of Disputed Claims, in an amount sufficient to pay such Claims as set forth in the Plan if Allowed. To the extent that there are any disputes as to the amount or priority of payments, that amount will be placed in the Disputed Creditor Reserve pending a Final Order of the Bankruptcy Court with respect to such dispute.

Section 2.9 Status of Liquidating Trust. The Liquidating Trust will be the successor-in-interest to the Debtor with respect to the Plan Administration Assets. The Liquidating Trustee shall step into the shoes of the Debtor when making distributions to the Beneficiaries, or objecting to any Disputed Claims. The Liquidating Trustee, on behalf of the Liquidating Trust, will be the representative of the Debtor's estate and will have the rights and powers provided in the Bankruptcy Code in addition to any rights and powers granted in this Agreement and in the Plan and Confirmation Order when making distributions to the Beneficiaries, or objecting to any Disputed Claims.

Section 2.10 No Termination by Beneficiaries. The Liquidating Trust may not be terminated at any time by the Beneficiaries or holders of Claims against the Liquidating Trust.

Section 2.11 Continuance for Winding Up. After the dissolution of the Liquidating Trust and for the purpose of liquidating and winding up the affairs of the Liquidating Trust, the Liquidating Trustee shall continue to act as such until all duties have been fully performed, including such post-distribution tasks as are necessary to wind up the affairs of the Liquidating Trust. After the termination of the Liquidating Trust, the Liquidating Trustee shall, for a reasonable period, retain or cause to be retained certain books, records, Beneficiary lists, certificates, and other documents and files that have been delivered to or created by the Liquidating Trustee. Except as otherwise specifically provided herein, upon the discharge of all liabilities of the Liquidating Trust, final distribution of the Plan Administration Assets, and termination of the Liquidating Trust, the Liquidating Trustee shall have no further duties or obligations hereunder.

ARTICLE III

BENEFICIARIES

Section 3.1 Liquidating Trust Interests. The Beneficiaries shall have undivided beneficial interests in the Plan Administration Assets. The ownership of a beneficial interest in any Plan Administration Assets hereunder shall not entitle any Beneficiary to (a) any title in or to the Plan Administration Assets, (b) any right to call for a partition or division of Plan Administration Assets, (c) require an accounting, or (d) any management of or control of the Liquidating Trust or the Plan Administration Assets.

Section 3.2 No Suits by Beneficiaries. No Beneficiary shall have any right by virtue of any provision of this Agreement to institute any action or proceeding, at law or in equity, against any person, including the Liquidating Trustee, with respect to the Plan Administration Assets, any cause of action, or Claims Objections; provided, however, that a Beneficiary shall be permitted to institute in the Bankruptcy Court an action or proceeding, in law or in equity, against the Liquidating Trustee with respect to this Agreement, the Plan, the Confirmation Order, or the Plan Administration Assets for acts or omissions arising from the Liquidating Trustee's gross negligence, intentional misconduct, actual fraud, or willful misconduct.

Section 3.3 Recording of Liquidating Trust Interests. As soon as practical after the creation of the Liquidating Trust, the Liquidating Trustee or a duly authorized agent of the Liquidating Trustee may, in the Liquidating Trustee's sole discretion, record all ownership and permitted transfers (if any) of interests in Plan Administration Assets in a register (the "Register") maintained by the Liquidating Trustee (or a duly authorized agent of the Liquidating Trustee) for such purpose.

Section 3.4 Non-Transferability of Interests in Plan Administration Assets. Interests in the Plan Administration Assets shall not be certificated and no physical certificates shall be issued representing such interests. Interests in the Plan Administration Assets shall not be transferable, assignable, pledged, sold, or hypothecated, in whole or in part, except with respect to a transfer by operation of law, by will or under the laws of descent and distribution. Any such transfer, however, will not be effective until and unless the Liquidating Trustee receives written notice of and approves such transfer as satisfying the limited exceptions to transfer in the preceding sentence. Other than with respect to transfers by operation of law, will or under the laws of descent and distribution, neither the Liquidating Trustee nor any persons affiliated with the Liquidating Trust or the Debtor will take any action to cause, facilitate or encourage any trading in or transfer of interests in the Plan Administration Assets or support or take any action to support the establishment of an active trading market for such interests.

Section 3.5 Notice of Change of Address; Undeliverable Property. Each Beneficiary shall be responsible for providing the Liquidating Trustee with written notice of any change in address. The Liquidating Trustee is not obligated to make any effort to determine the correct address of a Beneficiary.

(a) Subject to Bankruptcy Rule 9010 and the Plan and the Confirmation Order, all distributions under the Plan and this Agreement shall be made to the Holder of each Allowed Claim at the address of such Holder as listed on the Schedules as of the Distribution Record Date, unless the Liquidating Trustee has been notified in writing of a change of address, including, without limitation, by the timely filing of a Proof of Claim by such Holder that provides an address for such Holder different from the address reflected on the Schedules. In the event that any distribution to any such Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Liquidating Trustee has been notified of the then current address of such Holder, at which time or as soon as reasonably practicable thereafter, such distribution shall be made to such Holder without interest. Undeliverable distributions shall remain in the possession of the Liquidating Trust until the earlier of (i) such time as the relevant distribution becomes deliverable and (ii) the time period specified in subsection (b) hereof.

(b) Any distribution under the Plan that is an Unclaimed Distribution for a period of six (6) months after such distribution shall be deemed unclaimed property under Section 347(b) and such Unclaimed Distribution shall revert to and vest in the Liquidating Trustee free of any restrictions thereon. Upon vesting, the Claim of any Holder or successor to such Holder with respect to such property shall be cancelled and forever barred, notwithstanding federal or state escheat, abandoned, or unclaimed property Laws to the contrary. Nothing contained herein shall require the Liquidating Trustee to attempt to locate any Holder of an Allowed Claim.

Section 3.6 Notices. The Liquidating Trustee shall distribute such notices to the Beneficiaries as the Liquidating Trustee determines are necessary or desirable.

ARTICLE IV

TAX AND SECURITIES MATTERS

Section 4.1 Income Tax Status. The Liquidating Trust is established for the sole purpose of liquidating, monetizing, and distributing the Plan Administration Assets, and any proceeds therefrom, in accordance with Treasury Regulations 301.7701-4(d) and Revenue Procedure 94-45, with no objective to continue or engage in the conduct of a trade or business. It is intended that the Liquidating Trust qualify as a grantor trust pursuant to Sections 671-679 of the IRC or any successor provisions thereof for federal income tax purposes, and that the Beneficiaries are treated as grantors. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Agreement, this Agreement shall be construed so as to satisfy the requirements for liquidating trust status. Except with respect to the Plan Administration Assets allocable to the Disputed Creditor Reserve, (i) the Beneficiaries will be treated as the grantors, deemed owners and beneficiaries of the Liquidating Trust, and (ii) any items of income, gain, loss, deduction and credit of the Liquidating Trust shall be allocated for United States federal income tax purposes to the Beneficiaries. The Liquidating Trust shall at all times be administered so as to constitute a domestic trust for United States federal income tax purposes.

Section 4.2 Treatment of Plan Administration Assets Transfer. The transfer of the Plan Administration Assets will be treated for United States federal income tax purposes, including any amounts or other assets subsequently transferred to the Liquidating Trust (but only at such time as actually transferred), as a transfer (other than amounts set aside as the Disputed Creditor Reserve if the Disputed Creditor Reserve is subject to any entity level tax) to the Beneficiaries, followed by a deemed transfer from such Beneficiaries to the Liquidating Trust in exchange for the Liquidating Trust Interests; provided, however, that the Plan Administration Assets will be subject to any post-Effective Date obligations incurred by the Liquidating Trust relating to the pursuit of Plan Administration Assets. Accordingly, the Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Plan Administration Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes. All items of income, gain, loss, deduction and credit will be included in the income of the Beneficiaries as if such items had been recognized directly by the Beneficiaries in the proportions in which they own the Liquidating Trust Interests.

Section 4.3 Valuation. Except to the extent definitive guidance from the Internal Revenue Service or a court of competent jurisdiction (including the issuance of applicable Treasury

Regulations or the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the Liquidating Trust as a liquidating trust for purposes of the IRC and applicable Treasury Regulations, as soon as reasonably practicable after the Plan Administration Assets are transferred to the Liquidating Trust, the Liquidating Trustee shall make a good faith valuation of the Plan Administration Assets. Such valuation shall be made available from time to time to all parties to this Agreement and to all Beneficiaries, to the extent relevant to such parties for tax purposes, and subject to any lawful objection thereto, shall be used consistently by such parties for all United States federal income tax purposes, including for determining tax basis and gain or loss. For the avoidance of doubt, the Liquidating Trustee's final valuation shall not be binding on the Beneficiaries, the Liquidating Trust or the Liquidating Trustee for any purpose other than United States federal income tax purposes, and the valuation shall not impair or prejudice any rights, claims, powers, duties, authority, and privileges of the Beneficiaries, the Liquidating Trust or the Liquidating Trustee except with respect to United States federal income tax purposes. The Liquidating Trustee also shall file (or cause to be filed) any other statements, returns or disclosure relating to the Liquidating Trust that are required by any Governmental Unit.

Section 4.4 Tax Basis. For all United States federal income tax purposes, a distribution will be allocated to the principal amount of a Claim first and then, to the extent the distribution exceeds the principal amount of the Claim, to the portion of the Claim representing accrued but unpaid interest.

Section 4.5 Tax Identification Numbers. Subject to the Plan and the Confirmation Order, the Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee necessary information for tax and reporting purposes, including such Beneficiary's Employer or Taxpayer Identification Number as assigned by the Internal Revenue Service or the Social Security Administration, as the case may be, and to complete any related documentation (including but not limited to a Form W-8 or Form W-9). The Liquidating Trustee may condition any distribution to any Beneficiary upon the receipt of such information and the receipt of such other documents as the Liquidating Trustee reasonably requests. If after reasonable inquiry, any Beneficiary fails to provide such identification number to the Liquidating Trustee, the Liquidating Trustee shall deem such Beneficiary's Claim as Disallowed and no distribution shall be made on account of such Beneficiary's Claim.

Section 4.6 Withholding Taxes. Subject to the Plan and the Confirmation Order, any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder and treated as amounts distributed to such Beneficiaries for all purposes under this Agreement, the Plan, and the Confirmation Order. All Beneficiaries shall be required to provide any information necessary to effect the withholding of such taxes. If the Liquidating Trustee fails to withhold in respect of amounts received or distributable with respect to any Beneficiary and the Liquidating Trustee is later held liable for the amount of such withholding, such Beneficiary shall reimburse the Liquidating Trustee for such liability.

Section 4.7 Tax Returns. The Liquidating Trustee shall file United States federal income tax returns for the Liquidating Trust as a grantor trust in accordance with Treasury Regulations

Section 1.671-4(a) and report, but not pay tax on, the Liquidating Trust's tax items of income, gain, loss, deduction and credit (the “Tax Items”), other than such tax items allocable to the Disputed Creditor Reserve. Each Beneficiary shall report such Tax Items on its United States federal income tax returns and pay any resulting United States federal income tax liability. In addition, the Liquidating Trust shall file in a timely manner such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. Within a reasonable time following the end of the taxable year, the Liquidating Trust shall send to each Beneficiary a separate statement setting forth the Beneficiary's share of Tax Items and will instruct each such Beneficiary to report such items on its applicable income tax return and pay the resulting tax. The Liquidating Trust may provide each Beneficiary with a copy of the Form 1041 for the Liquidating Trust (without attaching any other Beneficiary's Schedule K-1 or other applicable information form) along with such Beneficiary's Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement.

Section 4.8 Expedited Determination of Taxes. The Liquidating Trustee may request an expedited determination of taxes of the Liquidating Trust under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

Section 4.9 Tax Treatment of Disputed Creditor Reserve. Notwithstanding any other provision of this Agreement to the contrary, subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary, with respect to any Plan Administration Assets allocable to the Disputed Creditor Reserve, the Liquidating Trustee may in the Liquidating Trustee's discretion, for United States federal income tax purposes (and to the extent permitted by law, for state and local income tax purposes), either (i) make an election to treat such assets as held in a "disputed ownership fund" within the meaning of Treasury Regulations Section 1.468B-9, or (ii) treat such assets as held in a discrete trust (which may consist of separate and independent shares) in accordance with the trust provisions of the IRC (Section 641, et seq.). In either case, the Liquidating Trustee shall treat as taxable income or loss of such fund or separate trust with respect to each taxable year, the portion of the taxable income or loss and other tax items for such year that would have been allocated to Holders of Disputed Claims had such Claims been Allowed on the Effective Date (but only for the portion of the taxable year with respect to which such Claims are unresolved). Any separate entity level tax incurred with respect to the Disputed Creditor Reserve shall be paid by the Liquidating Trustee out of the Disputed Creditor Reserve. All parties (and the Beneficiaries) must report consistently with the income tax treatment determined by the Liquidating Trustee in the Liquidating Trustee's discretion.

Section 4.10 Securities Laws. It is the intention of the parties hereto that the rights of the Beneficiaries under this Agreement and the interests in the Plan Administration Assets do not constitute "securities" under the Securities Act of 1933, the Securities Exchange Act of 1934, or any state securities law; however, if the rights of the Beneficiaries under this Agreement or the Liquidating Trust Interests do constitute "securities," the parties hereto intend that the exemption from registration for the issuance and distribution of the interests in the Plan Administration Assets provided in section 1145 of the Bankruptcy Code shall apply. If the Liquidating Trustee determines that the Liquidating Trust is required to comply with the registration and reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Liquidating Trustee shall take any and all actions reasonably necessary or appropriate to comply with such reporting requirements and file periodic reports with the Securities and Exchange Commission.

ARTICLE V

POWERS OF AND LIMITATIONS ON THE LIQUIDATING TRUSTEE

Section 5.1 Powers of the Liquidating Trustee. In connection with the administration of the Liquidating Trust, and subject to the Plan and the Confirmation Order, the Liquidating Trustee is authorized to perform any and all acts necessary and desirable to accomplish the purposes of the Liquidating Trust. The Liquidating Trustee will act for the Liquidating Trust, subject to the provisions of the Plan, the Confirmation Order and this Agreement. On the Effective Date, the Liquidating Trustee shall succeed to all rights of the Debtor with respect to the Plan Administration Assets necessary to protect, conserve and liquidate all the Plan Administration Assets. Without limiting, but subject to, the foregoing, subject to the Plan and the Confirmation Order, the Liquidating Trustee shall be expressly authorized to:

(a) receive, manage, invest, supervise, and protect the Plan Administration Assets in accordance with the provisions set forth in Section 2.5;

(b) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution, and distribution of Plan Administration Assets;

(c) serve as Distribution Agent, or designate a Distribution Agent to calculate and implement distributions of Sale Proceeds and Plan Administration Assets to Holders of Allowed Claims and deliver distributions on account of the Liquidating Trust Interests or such other distributions as may be authorized by Final Order of the Bankruptcy Court, this Agreement, or the Plan to the Beneficiaries in accordance with this Agreement, the Plan (including the priorities set forth in Articles 3 and 4 of the Plan), and the Confirmation Order;

(d) act on behalf of the Debtor, the Debtor's Estate, or the Liquidating Trust in commencing, prosecuting, compromising, settling, or defending any litigation or rights (whether legal or equitable) pertaining to the Plan Administration Assets, including the retained Causes of Action, which shall include asserting or waiving any privilege or defense on behalf of the Liquidating Trust;

(e) assert, settle, and abandon retained Causes of Action, including Avoidance Actions, and file, prosecute, compromise or settle Claims Objections, as well as resolve issues involving Claims and Equity Interests, without further approval of or application to the Bankruptcy Court;

(f) liquidate the Plan Administration Assets in a commercially reasonable manner;

(g) appear and have standing in the Bankruptcy Court (or any other court having jurisdiction over the Plan Administration Assets) to be heard with regard to Claims Objections and other matters that may affect or relate to the Plan Administration Assets;

(h) open and maintain bank accounts in the name of the Liquidating Trust, draw checks and drafts thereon on the sole signature of the Liquidating Trustee, and terminate such accounts as the Liquidating Trustee deems appropriate;

(i) hold legal title to any and all rights of the Beneficiaries in or arising from the Plan Administration Assets;

(j) protect and enforce the rights to the Plan Administration Assets vested in the Liquidating Trust by this Agreement, the Plan, and/or the Confirmation Order by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

(k) file, if necessary, any and all tax returns, and make any and all related elections, with respect to the Liquidating Trust, as well as pay any taxes or other obligations incurred by the Estate after the Effective Date;

(l) request any appropriate tax determination with respect to the Liquidating Trust, including, without limitation, a determination pursuant to Section 505 of the Bankruptcy Code;

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

(n) oversee compliance with the Liquidating Trust's accounting, finance, and reporting obligations;

(o) make any and all necessary filings in accordance with any applicable law, statute, or regulation;

(p) determine and satisfy any and all uncontested liabilities created, incurred, or assumed by the Liquidating Trust;

(q) pay any and all expenses, including but not limited to professional fees and make all other payments in connection with administering the Liquidating Trust without further order of the Bankruptcy Court;

(r) subject to applicable limitations set forth in this Agreement, utilize Plan Administration Assets to obtain, purchase and maintain all appropriate insurance policies, including directors' and officers' liability insurance and errors-and-omissions insurance covering the acts and omissions of the Liquidating Trustee, and pay all insurance premiums and costs the

Liquidating Trustee deems necessary or advisable to insure the acts and omissions of the Liquidating Trustee;

(s) exercise any and all powers granted to the Liquidating Trustee under the Plan or Confirmation Order;

(t) execute and deliver all documents and take all actions that are not inconsistent with the provisions of the Plan, the Confirmation Order, and this Agreement that the Liquidating Trustee deems reasonably necessary to consummate the Plan or desirable to further the purposes of the Liquidating Trust;

(u) use, sell at public or private sale, assign, transfer, abandon or otherwise dispose of the Plan Administration Assets or convert the same to cash without Bankruptcy Court approval, but consistent with the provisions herein; and

(v) perform such other duties and functions that are consistent with the implementation of the Plan and undertake all administrative functions of the Chapter 11 Case, including the ultimate closing of the Chapter 11 Case.

Section 5.2 Books and Records. The Liquidating Trustee is the successor to Debtor, the Estate, and Debtor's rights to books and records and to all of Debtor's rights and privileges, including attorney-client privilege. On the Effective Date, the Liquidating Trustee shall have the power, right, and responsibility to take possession of all books, records, and files of Debtor and the Estate and provide for the retention and storage of such books, records, and files until such time as the Liquidating Trustee determines that retention of same is no longer necessary or required. The Liquidating Trustee shall be authorized pursuant to Section 554 of the Bankruptcy Code, in its sole discretion without any further notice to any party or action, order or approval of the Bankruptcy Court, to abandon, dispose of, or destroy in any commercially reasonable manner all originals or copies of any documents, books and records, including any electronic records, of Debtor which the Liquidating Trustee reasonably concludes are burdensome or of inconsequential value and benefit five (5) years following the Effective Date, so long as such documents are no longer subject to any pending litigation hold.

Section 5.3 Wind Down. The Liquidating Trustee is authorized and empowered to effect the dissolution of Debtor as soon as practicable after the Effective Date, but after the Plan Administration Assets are liquidated, without the need for any company action or approval, and neither Debtor nor the Liquidating Trustee shall be required to pay any taxes or fees to cause such dissolution. On the Effective Date, the Liquidating Trustee shall Wind Down the affairs of Debtor and file final tax returns for Debtor. The Liquidating Trustee shall be authorized to file on behalf of Debtor and any non-Debtor affiliates, certificates of dissolution and any and all other corporate and company documents necessary to effectuate the Wind Down without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, the board of directors, or similar governing body of Debtor.

Section 5.4 Causes of Action. In accordance with and as provided by section 1123(b) of the Bankruptcy Code and the Plan, except as otherwise provided in the Plan, any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtor had immediately prior to the Effective Date on behalf of the Estate or of itself in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, but not limited to, any actions specifically enumerated herein, and such rights to commence, pursue, prosecute, and/or settle such Claims or Causes of Action (including, without limitation, any avoidance action, preference, or other Claim under the Bankruptcy Code, including, without limitation, sections 502(d), 544, 545, 547, 548, 549, 550, 551, or 553(b) of the Bankruptcy Code) (collectively, the "Retained Causes of Action") shall be preserved notwithstanding the occurrence of the Confirmation Date and the Effective Date. As provided by the Plan and the Confirmation Order, except as otherwise provided in the Plan, the Debtor and the Liquidating Trust, as applicable, shall have, retain, reserve, and be entitled to assert all such Retained Causes of Action as fully as if the Chapter 11 Case had not been commenced, and all of the Debtor's legal and equitable rights and defenses in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Case had not been commenced. For the avoidance of doubt, in pursuing any Retained Causes of Action, the Liquidating Trustee shall be deemed a trustee for all purposes under section 108 of the Bankruptcy Code, shall be entitled to all extensions of time and/or tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtor's rights with respect to the periods in which any of the Retained Causes of Action may be brought under section 546 of the Bankruptcy Code.

Unless any Causes of Action against a Person or Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or pursuant to a Bankruptcy Court order in the Chapter 11 Case, the Debtor and the Liquidating Trust, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan.

No Person or Entity may rely on the absence of a specific reference in the Confirmation Order, the Plan, the Plan Supplement, the Disclosure Statement, or any other pleading against it as any indication that the Debtor or the Liquidating Trust, as applicable, will not pursue any and all available Causes of Action against it. Notwithstanding the foregoing, nothing herein shall modify the effect of any release or exculpation under the Plan to the extent applicable. The Debtor and the Liquidating Trust, as applicable, expressly reserve all rights to prosecute any and all Retained Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan.

In accordance with section 1123(b)(3) of the Bankruptcy Code and the Plan, except as otherwise provided in the Plan, herein, or in the Confirmation Order, any Retained Causes of Action that the Debtor may hold against any Person or Entity shall vest in the Debtor or the Liquidating Trust, as applicable. The Debtor and the Liquidating Trust, as applicable, shall retain and may enforce any and all Retained Causes of Action. The Debtor and the Liquidating Trust, as applicable, shall have the right, authority, and discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Retained

Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court. All Causes of Action between the Debtor and any other party pending prior to the Effective Date will be transferred to the Liquidating Trust as of the Effective Date. At such time, the Liquidating Trust will be entitled to all claims, defenses, and other rights and privileges accorded to the Debtor in such proceedings following their transfer. All adversary proceedings and contested matters pending as of the Effective Date will continue without change to their status or parties, except that to the extent the Debtor is a party thereto, the Liquidating Trustee will be substituted for the Debtor, without the need for any further order or action by the Debtor or the Liquidating Trustee.

The Debtor reserves all rights to amend, revise, or supplement the foregoing designations of Retained Causes of Action at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Notwithstanding anything to the contrary herein, any Trust Claims designated as Litigation Trust Causes of Action shall be transferred to the Liquidating Trust (or any successor litigation trust, as applicable) on the Effective Date or such other date as the Liquidating Trustee determines.

Section 5.5 Limitations on Liquidating Trustee. The Liquidating Trustee shall not at any time, on behalf of the Liquidating Trust or the Beneficiaries, (i) enter into or engage in any trade or business, (ii) take any actions that are not related, directly or indirectly, to the purposes of this Agreement and the Liquidating Trust or the administration or implementation of the terms hereof, or that are contrary to the terms of the Plan or the Confirmation Order, (iii) be authorized to 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) and in accordance with Revenue Procedure 94-45, or (iv) take any action that would jeopardize treatment of the Liquidating Trust as a grantor trust for United States federal income tax purposes under Sections 671-679 of the IRC, or any successor provisions thereof, except such prohibition shall not apply with respect to the Disputed Creditor Reserve.

Section 5.6 Request for Tax Identification Information. As soon as practicable after the Effective Date, if not done prior, the Liquidating Trustee shall distribute to all Beneficiaries a form to be completed by such Beneficiary and returned to the Liquidating Trustee requesting tax identification information from the Beneficiary.

Section 5.7 Payment of Expenses. The Liquidating Trustee shall pay the Liquidating Trust Expenses, including, after the Effective Date and until the Chapter 11 Case is closed, all Statutory Fees incurred under 28 U.S.C. § 1930(a)(6), from the Plan Administration Assets as set forth in the Plan.

Section 5.8 Non-Cash Trust Assets. To the extent that the Plan Administration Assets consist of property other than Available Cash, including all meritorious Causes of Action (which shall be prosecuted as determined by the Liquidating Trustee), the Liquidating Trustee shall reduce such Plan Administration Assets to cash. The Liquidating Trustee shall determine the preferred timing of reducing such Plan Administration Assets to cash.

Section 5.9 Distributions. After the Effective Date and the establishment and funding of any necessary reserves, subject to applicable limitations set forth in this Agreement, the Liquidating Trustee shall distribute from the Liquidating Trust Available Cash to Beneficiaries in accordance with the terms of the Plan and the Confirmation Order. The Liquidating Trustee shall use commercially reasonable efforts to make distributions to Beneficiaries no less frequently than semi-annually; provided, however, that the Liquidating Trustee may defer any distribution if the Liquidating Trustee determines, in the Liquidating Trustee's reasonable discretion, that the Available Cash is insufficient to justify the administrative costs of making such distribution; provided further, that for each fiscal year, the Liquidating Trustee shall distribute to Beneficiaries the Liquidating Trust's net income plus all net proceeds from the sale of Plan Administration Assets with respect to such fiscal year, except that the Liquidating Trust may retain an amount of such income or proceeds reasonably necessary to maintain the value of Plan Administration Assets or to meet Allowed Claims and contingent liabilities (including Disputed Claims). In the event that the Liquidating Trustee elects to make a distribution prior to the resolution of all Disputed Claims, the Liquidating Trustee shall hold in trust any distributions with respect to Disputed Claims of parties asserting an interest in the Plan Administration Assets until such Disputed Claims (i) become Allowed Claims that entitle the Holder of such Claim to be a Beneficiary, or (ii) become disallowed by Final Order of the Bankruptcy Court. Prior to making any distributions to the Beneficiaries permitted by this Agreement, the Liquidating Trustee may retain such amounts (x) as are reasonably necessary to meet contingent liabilities, fund required or appropriate reserves, and to maintain the value of the Plan Administration Assets during the liquidation, (y) to pay reasonable expenses (including, but not limited to, any taxes imposed on the Liquidating Trust or in respect of the Plan Administration Assets), and (z) to satisfy other liabilities incurred by the Liquidating Trust in accordance with the Plan, the Confirmation Order, and this Agreement.

Section 5.10 Cash Payments. Cash payments under the Plan shall be made, at the option, and in the sole discretion, of the Liquidating Trustee, by wire, check, or such other method as the Liquidating Trustee deems appropriate under the circumstances. Cash payments to foreign creditors may be made, at the option, and in the sole discretion, of the Liquidating Trustee, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

Section 5.11 Set Off. The Liquidating Trustee may, but shall not be required to, set off against, or recoup from, any Claim, and the payments or other distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Debtor or the Liquidating Trust may have against the Holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Liquidating Trustee of any such claim that it may have against such Holder.

Section 5.12 Undeliverable Distributions. If any distribution to a Holder of an Allowed Claim is returned to Debtor or the Liquidating Trustee (or its Distribution Agent) as undeliverable, no further distributions shall be made to such Holder. Undeliverable distributions shall revert to the Liquidating Trustee, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends, or other accruals of any kind on account of their distribution being undeliverable.

Section 5.13 Failure to Claim Undeliverable Distributions. The provisions of Section 3.5(b) of this Agreement regarding Unclaimed Distributions shall apply to all distributions under the Plan and this Agreement. For the avoidance of doubt, nothing contained herein shall require the Liquidating Trustee to attempt to locate any Holder of an Allowed Claim.

Section 5.14 Failure to Present Checks. Checks issued by Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) calendar days after the issuance of such check. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) calendar days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check forever barred, estopped, and enjoined from asserting any such Claim against Debtor, the Liquidating Trustee, or its property. Within ninety (90) calendar days after the mailing or other delivery of any such distribution checks, notwithstanding applicable escheatment Laws, all such distributions shall revert to the Liquidating Trustee. Nothing contained herein shall require the Liquidating Trustee to attempt to locate any Holder of an Allowed Claim.

Section 5.15 Contribution; Acceptance; Open Architecture. At any time and from time to time (including after the Effective Date), the Liquidating Trustee may accept from any Contributor additional Contributed Assets, including Causes of Action and litigation claims, on such terms as the Liquidating Trustee determines in its discretion to be in the best interests of the Liquidating Trust and its Beneficiaries. Upon the Liquidating Trustee's acceptance (which may be evidenced by a simple written notice, joinder, or contribution instrument), the Contributed Assets shall become Trust Assets and shall be administered and monetized under this Agreement. In connection with any such contribution, the Liquidating Trustee shall be authorized, without further order of the Bankruptcy Court (except to the extent the Liquidating Trustee seeks a comfort order), to (i) grant to the applicable Contributor a participation interest in the net proceeds of such Contributed Assets (a "Contributor Participation Interest"), , as set forth below, provided that any such Contributor Participation Interest shall be payable solely from incremental proceeds attributable to the applicable Contributed Assets and shall not reduce or impair distributions otherwise payable to existing Beneficiaries; (ii) provide the applicable Contributor with a right to repurchase any Contributed Claim upon receipt by the Liquidating Trustee of a bona fide settlement offer with respect thereto, on such terms as set forth below; (iii) appoint the applicable Contributor (or its designee) as a limited collection agent to pursue enforcement and collection of any Contributed Claim in domestic or foreign jurisdictions, subject to remittance and reporting obligations as determined by the Liquidating Trustee; and (iv) obtain litigation funding or financing secured by or payable from Trust Assets or Trust Proceeds, including non-recourse financing, contingency-based arrangements, or the sale or assignment of a portion of proceeds of Trust Claims, on such terms as the Liquidating Trustee deems appropriate. The specific terms of any Contributor Participation Interest, repurchase right, collection agency appointment, or litigation funding arrangement shall be set forth in a separate written instrument executed by the Liquidating Trustee and the applicable Contributor or funding source.

Section 5.16 Donation of Reverted Distributions. Notwithstanding anything herein to the contrary, to the extent that any distribution has reverted to and vested in the Liquidating Trustee pursuant to the second paragraph of Section 3.5, Section 5.13, or Section 5.14 hereof, and such reverted distribution is not otherwise required for the payment of Liquidating Trust Obligations, distributions to Beneficiaries, or the administration of the Plan Administration Assets, the Liquidating Trustee may, in the Liquidating Trustee's sole discretion, donate all or any portion of such reverted distributions to the American Bankruptcy Institute Endowment Fund (the "ABI Endowment"). Any such donation shall be made only after all Allowed Claims have been satisfied or adequately reserved for, and shall not reduce or impair any distribution otherwise payable to any Beneficiary. The Liquidating Trustee shall not be required to obtain further approval of the Bankruptcy Court prior to making any such donation, provided that the Liquidating Trustee shall file a notice with the Bankruptcy Court within fourteen (14) days of any such donation setting forth the amount donated.

Section 5.17 Contributor Participation Interest; Payment of Proceeds. Notwithstanding anything to the contrary in the Plan or herein, with respect to any Contributed Claim, the Liquidating Trustee is authorized to pay to the applicable Contributor, as a special distribution right (a "Contributor Participation Interest"), an amount equal to 90 to 98% (as agreed with the Contributor) of Net Trust Proceeds actually received on account of such Contributed Claim, after payment of or reserve for (i) Trust Expenses, which may also include one or more (x) professional fees and costs incurred in monetizing or enforcing the Contributed Claim, (y) any required Plan expenses or reserves, in each case as reasonably determined by the Liquidating Trustee, or (z) litigating financing costs.

No Double Recovery; Enhancement Only; No Diminution. No Contributor shall be entitled to a double recovery with respect to the same underlying liability or recovery pool. Any Contributor Participation Interest is payable only from incremental proceeds actually realized from the applicable Contributed Asset(s) and shall not reduce or impair distributions otherwise payable to existing Beneficiaries under the Plan or this Agreement. If paying the Contributor Participation Interest would reduce the recovery otherwise payable to existing Beneficiaries, the Contributor Participation Interest shall be deferred, reduced, or not paid, as necessary to avoid any such diminution, and shall instead be payable only from future incremental recoveries. If a Contributor collects directly on a Contributed Claim in a foreign jurisdiction (as provided in Section 5.19 below), the Liquidating Trust shall be notified and shall receive the applicable percentage for the Beneficiaries as set forth in the applicable contribution instrument.

Section 5.18 Notice of Settlement Offer; Repurchase Option.

Notice of Settlement Offer. If the Liquidating Trustee receives (directly or indirectly) any bona fide offer from any defendant or settling party relating to a Contributed Claim to settle, purchase, or otherwise resolve such Contributed Claim (a "Contributed Claim Offer"), the Liquidating Trustee shall provide written notice of the Contributed Claim Offer (a "Contributed Claim Offer Notice") to the applicable Contributor. The Liquidating Trustee shall consult with the applicable Contributor at all times regarding any attempt or discussions relating to settling a Contributed Claim.

Repurchase Option. In the event that the Liquidating Trustee determines to accept a Contributed Claim Offer without the consent of the applicable Contributor, the Liquidating Trustee shall provide written notice of such determination to the applicable Contributor, and for a period of [ ] days after delivery of such notice, the applicable Contributor shall have the option to repurchase the Liquidating Trust's interest in the affected Contributed Claim(s) by paying to the Liquidating Trust a purchase price equal to 110% of the Contributed Claim Offer amount, plus reimbursement of the Liquidating Trust's reasonable out-of-pocket fees and costs (including but not limited to professional fees) incurred in connection with evaluating the Contributed Claim Offer (the "Repurchase Price").

Effect of Timely Repurchase. Upon receipt of the Repurchase Price, the Liquidating Trustee shall (i) assign and transfer the repurchased Contributed Claim(s) to the Contributor (or its designee), (ii) retain the Repurchase Price as Trust Proceeds to be distributed under this Agreement, and (iii) take such actions as are commercially reasonable to effectuate the assignment, including dismissal or substitution in pending litigation to the extent practicable. The Liquidating Trustee may condition any such assignment on entry of a Bankruptcy Court comfort order if the Liquidating Trustee deems it prudent.

If No Repurchase. If the Contributor does not timely exercise the repurchase option, the Liquidating Trustee may accept, reject, counter, or litigate notwithstanding the Contributed Claim Offer, in the Liquidating Trustee's sole discretion. Each Contributed Claim Offer shall be the subject of a separate Contributed Claim Offer Notice.

Section 5.19 Appointment of Contributor as Collection Agent; Foreign Collection.

Appointment. The Liquidating Trustee shall have authority to appoint a Contributor (or its counsel or other designated Person) as a limited collection agent (the "Foreign Collection Agent") solely to pursue enforcement and collection of any Contributed Claim domestically or abroad (including in any foreign jurisdiction). The Foreign Collection Agent may take any steps reasonably necessary to register, recognize, enforce, execute, and collect on the applicable Contributed Claim, including commencing proceedings in courts, arbitral fora, and administrative bodies, subject to the remittance and reporting obligations set forth below.

Remittance to Trust; Percentage Share. As a condition of any Foreign Collection Agent appointment, the applicable Contributor shall remit to the Liquidating Trustee, within [ ] Business Days after receipt, an amount equal to [ ]% of all gross amounts collected (or, alternatively, [ ]% of collections after specifically enumerated local enforcement costs) (the "Trust Remittance"). All amounts collected by the Foreign Collection Agent (and any settlement consideration) shall be deemed Trust Proceeds for allocation purposes under this Agreement, even if initially received by the Contributor or its agent.

Books, Records, Audit Rights; Privilege. Notwithstanding anything to the contrary contained herein, as part of a joint prosecution agreement or Foreign Collection Agent appointment, the Contributor shall have access to all of the Liquidating Trust's records relating to any Contributed Claims, enforcement actions, and attorney-client materials relating to such

Contributed Claims (notwithstanding any otherwise applicable privileges). Reciprocally, the Liquidating Trust shall have access to all books, records, accounts, correspondence, and other documents and materials of the Foreign Collection Agent (and its counsel or designees) relating to any Contributed Claims, enforcement actions, collections, and related proceedings, including the right to inspect and audit such records upon reasonable notice. The Liquidating Trust and the applicable Contributor shall enter into a joint prosecution agreement to protect their confidential communications in connection therewith.

Section 5.20 Authority to Obtain Litigation Financing.

Litigation Financing Authority. The Liquidating Trustee is authorized to obtain litigation funding and/or financing on any terms the Liquidating Trustee deems appropriate, including without limitation (i) non-recourse financing, (ii) contingency-based arrangements, (iii) the sale or assignment of a portion of the proceeds of Trust Claims, (iv) granting liens or security interests in Trust Assets and/or Trust Proceeds, and (v) entering into commitment letters, budgets, agency arrangements, and related documentation, in each case as the Liquidating Trustee determines to be in the best interests of the Liquidating Trust and the Beneficiaries.

Financing as Trust Asset; Use of Proceeds. Any litigation funding proceeds received by the Liquidating Trust (or on behalf of the Liquidating Trust) shall constitute Trust Assets and may be used to prosecute Trust Claims (including Contributed Claims), pay professionals, and carry out the purposes of the Liquidating Trust. Any litigation funding arrangement that encumbers a Contributed Claim shall be disclosed to the applicable Contributor.

Section 5.21 Extension of Statutory Limitations; Section 108 Trustee Designation.

Trustee Deemed "Trustee" for Section 108 Purposes. For the avoidance of doubt, in pursuing any Trust Claim, the Liquidating Trustee shall be deemed a trustee for all purposes under section 108 of the Bankruptcy Code, shall be entitled to any extension and/or tolling provisions under section 108, and shall succeed to the Debtor's rights with respect to the periods in which any Trust Claim may be brought under section 546 of the Bankruptcy Code.

Equitable Tolling for Insider and Affiliate Claims. By approving this Agreement and/or the Confirmation Order, the Bankruptcy Court will be requested to equitably toll deadlines under sections 546 and 108 of the Bankruptcy Code for a period of six (6) months from the Confirmation Hearing solely with respect to Causes of Action brought against insiders and affiliates of the Debtor or their control persons, but not for preferences or payments to trade vendors, given that the true extent of corporate relationships among the Debtor, its insiders, and affiliates may not be fully known to the Liquidating Trustee at the Effective Date.

Transfer of Extension Rights; Assertion in Any Forum. The Debtor and the Estate are deemed to have transferred to the Liquidating Trustee all rights to assert extensions of time under 11 U.S.C. § 108, and the Liquidating Trustee may assert such rights in any judicial, administrative, or arbitration proceeding, whether during or after the pendency of the Chapter 11 Case.

Plan/Confirmation Order Implementation. This Agreement is intended to implement the Plan and Confirmation Order; accordingly, all Trust Claims are preserved and may be commenced and prosecuted after the Effective Date to the fullest extent permitted by the Plan, this Agreement, and applicable law.

Section 5.22 No Preclusion Doctrine; No Estoppel; Enhancement-Only Guardrail.

No Preclusion. Except to the extent any Trust Claim is expressly released, exculpated, compromised, or settled under the Plan, the Confirmation Order, or another Bankruptcy Court order, no preclusion doctrine shall apply to Trust Claims (including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel — whether judicial, equitable, or otherwise — or laches) upon, after, or as a consequence of confirmation or consummation of the Plan. No Person may rely on the absence of a specific reference in the Plan, the Confirmation Order, the Plan Supplement, the Disclosure Statement, or any other pleading as any indication that the Liquidating Trustee will not pursue any and all available Trust Claims against it.

Notwithstanding Bar Date; Enhancement-Only Guardrail. Notwithstanding (i) any claims bar date, (ii) any schedules, statements of financial affairs, positions, omissions, or litigation conduct of the Debtor, and/or (iii) any failure to file or allow a proof of claim relating to any Contributor's Contributed Claim, the Liquidating Trustee may (A) recognize, hold, and prosecute Contributed Claims and all related Claims as Trust Assets, and (B) enter into arrangements granting a Contributor Participation Interest; provided, however, that any distributions or recoveries to a Contributor on account of Contributed Claims shall be paid solely from incremental Trust Proceeds attributable to the applicable Contributed Claims and shall not decrease distributions otherwise payable to existing Beneficiaries under the Plan and this Agreement (i.e., a Contributor's recoveries shall only serve to enhance the Liquidating Trust estate, not diminish the recoveries of existing Beneficiaries).

Section 5.23 Forum Flexibility for Prosecution of Trust Claims. The Liquidating Trustee may bring, prosecute, enforce, arbitrate, mediate, compromise, settle, or litigate to judgment any Trust Claim in any forum or jurisdiction, domestic or foreign, as the Liquidating Trustee determines in its reasonable discretion, including by proceedings under any bankruptcy, insolvency, moratorium, or similar law (foreign or domestic) and general principles of equity. Nothing in this Agreement shall be construed to limit the Liquidating Trustee's power to pursue Trust Claims in any court or tribunal other than the Bankruptcy Court. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction over any matter arising in, arising under, or relating to the Chapter 11 Case (including the matters set forth in this Agreement), the provisions of this Agreement shall not control, limit, or prohibit the exercise of jurisdiction by any other court of competent jurisdiction, and all applicable references in this Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

Section 5.24 Estate Representative; Property of the Estate; Vesting. Estate Representative Designation. The Liquidating Trustee is hereby designated a representative of the Debtor's estate under section 1123(b)(3)(B) of the Bankruptcy Code (and related provisions) with respect to all

Trust Assets, including all Contributed Claims and all Retained Causes of Action. All such Causes of Action are preserved and retained and may be enforced by the Liquidating Trustee as estate representative, subject only to any express release approved in the Plan, the Confirmation Order, or another Bankruptcy Court order.

Sole Authority Over Trust Claims. In the United States, the Liquidating Trust shall have sole authority to investigate, prosecute, settle, compromise, monetize, assign, abandon, or otherwise dispose of Trust Claims (including Contributed Claims), and to determine whether and how such actions should be pursued; provided, however, that the Liquidating Trustee shall be required to consult with Contributor as to any settlement or disposition of any Contributed Claim contributed by such Contributor. Notwithstanding the foregoing, a Contributor may collect on a Contributed Claim in a foreign jurisdiction so long as the Contributor remits to the Liquidating Trust the applicable percentage of all amounts collected as provided in Section 5.19 of this Agreement.

No Limitation of Rights by Transfer. No transfer of a Contributed Asset to the Liquidating Trust shall be construed to destroy, narrow, or limit any rights, claims, defenses, privileges, remedies, or arguments associated with such Contributed Assets; rather, the Liquidating Trustee may assert all such rights and defenses as fully as if the Chapter 11 Case had not been commenced and as if the Liquidating Trust had held the assets directly at all times.

ARTICLE VI

CONCERNING THE LIQUIDATING TRUSTEE

Section 6.1 Generally. The Liquidating Trustee accepts and undertakes to discharge the Liquidating Trust created by this Agreement, the Plan, and the Confirmation Order upon the terms and conditions hereof and thereof. The Liquidating Trustee shall exercise such of the rights and powers vested in the Liquidating Trustee by this Agreement, the Plan, and the Confirmation Order and use the same degree of care and skill in the Liquidating Trustee's exercise as a prudent person would exercise or use under the circumstances in the conduct of the Liquidating Trustee's own affairs. No provision of this Agreement shall be construed to relieve the Liquidating Trustee or the Liquidating Trustee's employees, affiliates, officers, directors, principals, attorneys, accountants, experts, and agents (collectively with the Liquidating Trustee, the "Trustee Parties") from liability for that Trustee Party's own gross negligence, actual fraud, intentional misconduct, or willful misconduct, except that:

(a) the Trustee Parties shall not be liable for any action taken in good faith in reliance upon the advice of attorneys, accountants, and other professionals;

(b) the Trustee Parties undertake to perform such duties and only such duties as are specifically set forth in this Agreement, the Plan, and the Confirmation Order and to the fullest extent permitted by applicable law no implied covenants or obligations shall be read into this Agreement, the Plan, or the Confirmation Order against the Trustee Parties;

(c) the Trustee Parties shall not be liable for any error of judgment made in good faith; and

(d) the Trustee Parties shall not be liable with respect to any action taken, suffered or omitted to be taken by the Trustee Parties in good faith. Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee Parties shall be subject to the provisions of this section.

Section 6.2 Certain Rights of the Liquidating Trustee. Except as otherwise provided in this Agreement:

(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 reasonably believed by the Liquidating Trustee to be genuine and to have been signed or presented by the proper party or parties;

(b) the Liquidating Trustee may consult with counsel, and the advice or opinion of counsel shall be full and complete protection to the Liquidating Trustee in respect of any action taken, suffered, or omitted by the Liquidating Trustee in good faith and in reliance on, or in accordance with, such advice or opinion;

(c) except in the case of liability arising from the Liquidating Trustee's gross negligence, actual fraud, intentional misconduct, or willful misconduct, persons dealing with the Liquidating Trustee shall look only to the Plan Administration Assets to satisfy any liability incurred by the Liquidating Trustee to such person in carrying out the terms of this Agreement and the Liquidating Trustee shall have no personal or individual obligation to satisfy any such liability;

(d) whenever, in the administration of this Agreement, the Liquidating Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Liquidating Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on the part of the Liquidating Trustee, rely upon an opinion of counsel or certificate furnished to the Liquidating Trustee by or on behalf of the Beneficiaries;

(e) the Liquidating Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, or other paper or document, but the Liquidating Trustee, in the Liquidating Trustee's discretion, may make such further inquiry or investigation into such facts or matters as the Liquidating Trustee may see fit, and, if the Liquidating Trustee shall determine to make such further inquiry or investigation, the Liquidating Trustee shall be entitled to examine the books, records and premises of the relevant person or entity, personally or by agent or attorney; and

(f) the Liquidating Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the

Liquidating Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by the Liquidating Trustee hereunder.

Section 6.3 Limitation of Liability; Indemnification. The Liquidating Trustee and its respective designees, employees, agents, representatives or professionals shall not be liable for the act or omission of any other member, designees, agent or representative of the Liquidating Trustee, nor shall they be liable for any act or omission taken or omitted to be taken in their respective capacities, other than acts or omissions resulting from willful misconduct, gross negligence, intentional misconduct, or actual fraud. The Liquidating Trustee shall not be deemed to have any fiduciary duty to the Beneficiaries but shall exercise his, her, or its obligations and duties under this Agreement, the Plan, and the Confirmation Order in good faith and in the reasonable best interests of the Liquidating Trust. Subject to the terms and conditions of this Agreement, the Plan and the Confirmation Order, the Liquidating Trustee shall be entitled to enjoy all of the rights, powers, immunities and privileges applicable to a chapter 7 trustee. The Liquidating Trustee may, in connection with the performance of its functions, consult with attorneys, accountants, financial advisors and agents, which consultation may act as a defense for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such persons. Notwithstanding such authority, the Liquidating Trustee shall not be under any obligation to consult with attorneys, accountants, financial advisors or agents, and their determination not to do so shall not result in the imposition of liability, unless such determination is based on willful misconduct, gross negligence, intentional misconduct, or actual fraud. The Liquidating Trust shall indemnify and hold harmless the Liquidating Trustee solely in its capacity as such, and its designees and professionals, and all duly designated agents and representatives thereof (in their capacity as such), for any losses incurred in such capacity, except to the extent such losses were the result of the Liquidating Trustee's gross negligence, willful misconduct, or criminal conduct, from and against and in respect of all liabilities, losses, damages, claims, costs and expenses, including, but not limited to, attorneys' fees and costs arising out of or due to such actions or omissions, or consequences of their actions or omissions with respect or related to the performance of their duties or the implementation or administration of the Plan. All indemnification obligations under this Section 6.3 shall be payable solely from the Plan Administration Assets held by the Liquidating Trust and shall constitute Liquidating Trust Obligations.

Section 6.4 Compensation and Reimbursement.

(a) The Liquidating Trustee shall be entitled to (i) compensation at the Liquidating Trustee's normal and customary hourly rates, as set from time to time by the Liquidating Trustee and Development Specialists, Inc., for services rendered as trustee and (ii) reimbursement of actual, reasonable and necessary out-of-pocket expenses from time to time incurred by the Liquidating Trustee in rendering services as Liquidating Trustee.

(b) Subsequent to the Effective Date, the reasonable fees and expenses of any professionals retained by the Liquidating Trustee in connection with the prosecution of the retained Causes of Action and related Claims Objections shall be (i) deemed an expense of the Liquidating Trust, and (ii) paid by the Liquidating Trust in accordance with any applicable retention agreements without any requirement of approval by the Bankruptcy Court of the retention, fees or expenses payable to such professionals.

Section 6.5 Exculpatory Provisions. The Liquidating Trustee shall not have any obligation, responsibility or liability for: (i) the validity, execution (except the Liquidating Trustee's own execution), enforceability, legality, or sufficiency of this Agreement; and (ii) taking any action under this Agreement, if taking such action (x) would subject the Liquidating Trustee to a tax in any jurisdiction where the Liquidating Trust is not then subject to a tax, or (y) would require the Liquidating Trust to qualify to do business in any jurisdiction where it is not then so qualified, unless the Liquidating Trustee receives an indemnity satisfactory to the Liquidating Trustee against such tax (or equivalent liability), or any liability resulting from such qualification.

ARTICLE VII

LIQUIDATING TRUSTEE AND SUCCESSOR LIQUIDATING TRUSTEES

Section 7.1 Resignation or Removal. The Liquidating Trustee may resign and be discharged by giving at least sixty (60) days' prior written notice thereof to the Holders of the twenty (20) largest Liquidating Trust Interests. Such resignation shall become effective on the later to occur of (i) the date specified in such written notice and (ii) the effective date of the appointment of a successor Liquidating Trustee in accordance with Section 7.3 hereof and such successor's acceptance of such appointment.

Section 7.2 Removal. After the payment of all outstanding fees and expenses of the Liquidating Trustee and the professionals retained by the Liquidating Trust through such date, the Liquidating Trustee may be removed for cause by the Bankruptcy Court following a motion filed by an interested party.

Section 7.3 Appointment of Successor. In the event of the death, resignation, or removal of the Liquidating Trustee, a vacancy shall be deemed to exist and a successor Liquidating Trustee shall be selected upon further Bankruptcy Court Order issued following a motion filed by an interested party seeking appointment of a successor Liquidating Trustee.

Section 7.4 Acceptance of Appointment by Successor Liquidating Trustee. The death, resignation, or removal of the Liquidating Trustee shall not operate to terminate the Liquidating Trust created by this Agreement or to revoke any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Liquidating Trustee. Any successor Liquidating Trustee appointed hereunder shall execute an instrument accepting such successor Liquidating Trustee's appointment and shall deliver one counterpart thereof to the Bankruptcy Court for filing, and, in case of the Liquidating Trustee's resignation or removal, to the retiring Liquidating Trustee. Thereupon, such successor Liquidating Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion, and privileges of the predecessor Liquidating Trustee in the Liquidating Trust with like effect as if originally named Liquidating Trustee and shall be deemed appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to retain and enforce the Causes of Action and proceeds therefrom for the benefit of the Beneficiaries and to file, prosecute, settle, compromise, and to be heard with regard to Claims Objections in accordance with the Plan, the Confirmation Order, and this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Privileges. Without compromising any other attorney-client privileges of the Debtor vis-à-vis any other person, any and all attorney-client privileges, work product immunity, and other privileges of the Debtor shall vest in the Liquidating Trust and the Liquidating Trustee. For the limited purpose of retaining the attorney-client privileges of the Debtor alone, the Liquidating Trustee shall be deemed to be an officer of the Debtor and, as such, no communications between any of the Debtor, any of the Debtor's officers, directors, professionals, and agents on the one hand, and the Liquidating Trustee and the Liquidating Trustee's professionals and agents on the other, shall be deemed to have waived the attorney-client privileges held by the Debtor. Moreover, any other privileges or immunities attaching to any documents or communications (whether written or oral) transferred from the Debtor to the Liquidating Trust shall automatically vest in, and be available for assertion by, the Liquidating Trust and its representatives.

Section 8.2 Construction. This Agreement and the Liquidating Trust created hereby shall be governed by and construed in accordance with the laws of the State of California without giving effect to choice of law principles. The Liquidating Trustee's interpretation of the provisions of this Agreement, the Confirmation Order and the Plan shall be deemed conclusive in the absence of a contrary interpretation of a court of competent jurisdiction.

Section 8.3 Jurisdiction. The parties agree that the Bankruptcy Court shall have jurisdiction to determine all controversies and disputes arising under or in connection with this Agreement, including the construction, enforcement, or administration of this Agreement and the Trust Assets. Notwithstanding the foregoing, (i) nothing in this Agreement limits the Liquidating Trustee's power to pursue Trust Claims in any other court or tribunal, (ii) the parties, the holders of Allowed Claims, and the Beneficiaries agree to the non-exclusive jurisdiction of the courts of the State of California and the State of Delaware with respect to Trust governance matters, and (iii) the Court of Chancery of the State of Delaware shall have jurisdiction over the Liquidating Trust to the same extent as it has jurisdiction over common law trusts formed under the laws of the State of Delaware. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction, another court of competent jurisdiction may act in its place.

Section 8.4 Severability. In the event any provision of this Agreement shall be determined by Final Order of a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 8.5 Notices. Any notice, consent, approval or other communication required or permitted to be given in accordance with this Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally, by facsimile, by electronic mail (email), or mailed by first class mail to the following address (it being understood that any party may change its address by similar written notice to the other party):

(i) if to the Liquidating Trustee:

Bradley D. Sharp
Development Specialists, Inc.
333 South Grand Avenue, Suite 4100
Los Angeles, CA 90071
bsharp@DSIConsulting.com

(ii) if to any Beneficiary, to the address for each such Holder as indicated in Debtor's records as of the date of any such distribution, including the address set forth in any Proof of Claim filed by that Holder.

(iii) if to Debtor:

Oceanwide Plaza LLC
c/o Bradley D. Sharp, Chief Restructuring Officer
Development Specialists, Inc.
333 South Grand Avenue, Suite 4100
Los Angeles, CA 90071
bsharp@DSIConsulting.com

With copies to:
Bryan Cave Leighton Paisner, LLP
Sharon Z. Weiss
Jarret Hitchings
120 Broadway, Suite 300
Santa Monica, CA 90401
Sharon.weiss@bclplaw.com
jarret.hitchings@bclplaw.com

Section 8.6 Entire Agreement. This Agreement (including the recitals hereof and, to the extent applicable, the Plan, and the Confirmation Order) constitutes the entire agreement by and among the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, and in the Confirmation Order. This Agreement (together with the Plan and the Confirmation Order) supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, if any, of the parties hereto relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any Person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Agreement. This

Agreement shall be binding on the parties hereto and their successors, including any chapter 11 liquidating trustee or chapter 7 trustee appointed in the Chapter 11 Case.

Section 8.7 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership, or joint venture of any kind.

Section 8.8 Effective Date. This Agreement shall become effective as of the Effective Date.

Section 8.9 Amendment. This Agreement may from time to time be amended, supplemented, or modified (a) by the Liquidating Trustee, without Bankruptcy Court approval, for administrative or corrective purposes that do not adversely affect the rights of the Beneficiaries, and (b) in all other respects, only with the approval of the Bankruptcy Court. Any amendment under clause (a) shall be filed with the Bankruptcy Court within fourteen (14) days of its execution. A strong severability intent shall govern the construction of this Agreement such that the invalidity of any provision shall not affect the remaining provisions.

Section 8.10 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.

Section 8.11 Counterparts. This Agreement may be executed in facsimile and in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 8.12 No Bond. The Liquidating Trustee shall serve without a bond.

Section 8.13 Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and the Confirmation Order and therefore this Agreement incorporates the provisions of the Plan and the Confirmation Order. To that end, the Liquidating Trustee shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and the Confirmation Order, and to seek any orders from the Bankruptcy Court in furtherance of the implementation of the Plan, the Confirmation Order, and this Agreement. If any provisions of this Agreement are found to be inconsistent with provisions of the Plan or the Confirmation Order, the provisions of the Plan or Confirmation Order, as applicable, shall control.

Section 8.14 Confidentiality. The Liquidating Trustee shall, during the period that such Liquidating Trustee serves as Liquidating Trustee under this Agreement and for a period of twelve (12) months following the termination of this Agreement or such Liquidating Trustee's removal or resignation hereunder, hold strictly confidential and not use for personal gain, any material, non-public information of or pertaining to any entity to which any of the Plan Administration Assets relates or of which such Liquidating Trustee has become aware in its capacity as Liquidating Trustee, except as otherwise required by law.

Section 8.15 Discretion to Seek Orders; No Requirement of Prior Approval. The Liquidating Trustee need not obtain prior Bankruptcy Court approval to exercise any power granted under this Agreement; however, the Liquidating Trustee may, in its discretion, submit any motion or application to the Bankruptcy Court for explicit approval of any proposed action, including actions regarding Trust Assets, Trust Claims, distributions, Contributor Participation Interests, repurchase transactions, foreign collection agency authority, or litigation funding arrangements.

The Liquidating Trustee shall have authority to seek Bankruptcy Court approval to sell, assign, or otherwise dispose of any Trust Asset free and clear of liens, claims, and encumbrances pursuant to section 363 of the Bankruptcy Code, and to seek orders confirming that specified Contributed Assets are Trust Assets that may be administered and prosecuted by the Liquidating Trustee as estate representative.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

LIQUIDATING TRUSTEE

By: ____________________________
Name: Bradley D. Sharp
Title: Liquidating Trustee, Oceanwide Liquidating Trust

OCEANWIDE PLAZA LLC,
a Delaware limited liability company

By: ____________________________
Name: [·]
Title: [·]

EXHIBIT B

BRYAN CAVE LEIGHTON PAISNER LLP
Sharon Z. Weiss (State Bar No.: 169446)
sharon.weiss@bclplaw.com
120 Broadway, Suite 300
Santa Monica, CA 90401-2386
Telephone: (310) 576-2100
Facsimile: (310) 576-2200

Jarret P. Hitchings (Admitted Pro Hac Vice)
jarret.hitchings@bclplaw.com
One Wells Fargo Center
301 S. College Street, Suite 2150
Charlotte, NC 28202
Telephone: (704) 749-8999
Facsimile: (704) 749-8990

Attorneys for Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re: Oceanwide Plaza LLC, Debtor.	Case No.: 2:24-bk-11057-DS Hon. Deborah J. Saltzman Chapter 11 **SCHEDULE OF EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES TO BE ASSUMED**

BRYAN CAVE LEIGHTON PAISNER LLP
120 BROADWAY, SUITE 300
SANTA MONICA, CA 90401-2386

Schedule of Executory Contracts and/or Unexpired Leases to be Assumed[1]

Counterparty	Description of Assigned Contract or Lease	Cure Amount
CallisonRTKL, Inc. (now known as Arcadis Inc.)[2]	Architect (Primary Agreement)	$2,411,000.00
CallisonRTKL, Inc. (now known as Arcadis Inc.)[2]	Architectural Services (Lease Outline Drawings)	$0.00 (included in cure of Primary Agreement)
CallisonRTKL, Inc. (now known as Arcadis Inc.)[2]	Architectural Services (Sales & Marketing)	$0.00 (included in cure of Primary Agreement)
CallisonRTKL, Inc. (now known as Arcadis Inc.)[2]	First Amendment to Architectural Services Agreement	$0.00 (included in cure of Primary Agreement)

[1] The presence of a contract or lease on this Schedule of Executory Contracts and/or Unexpired Leases to be Assumed ("Assumption Schedule") does not constitute an admission by Debtor or Purchaser that such contract is an executory contract or such lease is an unexpired lease pursuant to section 365 of the Bankruptcy Code or any other applicable law, and the Debtor and Purchaser reserve all rights to withdraw any proposed assumption and assignment or to reject any contract or lease at any time before such contract or lease is assumed and assigned pursuant to an order of the Court.

[2] The assumption Debtor's agreements with Arcadis Inc. are on the terms and conditions set forth in Article 7.5. of Debtor's Combined Disclosure Statement and Plan of Liquidation (Dated February 23, 2026), as it may be amended or supplemented.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 120 Broadway, Suite 300, Santa Monica, California 90401-2386.

A true and correct copy of the foregoing document(s) entitled: **NOTICE OF FILING OF PLAN SUPPLEMENT** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) March 10, 2026, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **PLEASE SEE ATTACHED LIST**

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On (*date*), I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) March 10, 2026, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

SERVED BY EMAIL:

- Nowell A. Lantz on behalf of Petitioning Creditor Standard Drywall, Inc.
  nlantz@ftblaw.com

- William Hawkins on behalf of Creditor Chicago Title Insurance Company
  whawkins@loeb.com

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

March 10, 2026	Raul Morales	Raul Morales
Date	*Printed Name*	*Signature*

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**:

- Adam S Affleck on behalf of Creditor Fetzers' Inc.
  adam-affleck@rbmn.com, jennifer-franklin@rbmn.com

- Melody G Anderson on behalf of Creditor Creditors Adjustment Bureau, Inc.
  meanderson@zwickerpc.com

- James W Bates on behalf of Creditor Kovach Enclosure Systems, LLC
  jbates@jbateslaw.com

- Ori S Blumenfeld on behalf of Interested Party Courtesy NEF
  ori.blumenfeld@offitkurman.com, liyah.lewis@offitkurman.com; ik-maurice.ibe@offitkurman.com

- Paul Brent on behalf of Creditor BRAGG INVESTMENT CO.
  snb300@aol.com

- Sara Chenetz on behalf of Creditor DTLA Lending LLC
  schenetz@perkinscoie.com, docketLA@perkinscoie.com; cmallahi@perkinscoie.com; jkulow@perkinscoie.com; chenetz-sara-perkins-coie-8670@ecf.pacerpro.com; rleibowitz@perkinscoie.com

- Sara Chenetz on behalf of Petitioning Creditor Lendlease (US) Construction Inc.
  schenetz@perkinscoie.com, docketLA@perkinscoie.com; cmallahi@perkinscoie.com; jkulow@perkinscoie.com; chenetz-sara-perkins-coie-8670@ecf.pacerpro.com; rleibowitz@perkinscoie.com

- Jacquelyn H Choi on behalf of Creditor LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR
  jacquelyn.Choi@rimonlaw.com, docketingsupport@rimonlaw.com

- Leslie A Cohen on behalf of Interested Party Courtesy NEF
  leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; camille@lesliecohenlaw.com

- Gloria D Cordova on behalf of Creditor Carrara, Inc.
  NEF@gcordovalaw.com, NEF@gcordovalaw.com; ssg@gcordovalaw.com

- Sean C Coughlin on behalf of Creditor Commercial Scaffolding of California, Inc.
  scc@coughlin-law.com, lb@coughlin-law.com; bcrena@noonanlance.com; ssuper@noonanlance.com

- Matthew Dill on behalf of Interested Party Courtesy NEF
  mdill@counsel.lacounty.gov

- Luke N Eaton on behalf of Creditor CMF, Inc.
  lukeeaton@cozen.com, jacqueline.sims@troutman.com

- Amir Gamliel on behalf of Creditor DTLA Lending LLC
  agamliel@perkinscoie.com, cmallahi@perkinscoie.com; DocketLA@perkinscoie.com

- Amir Gamliel on behalf of Petitioning Creditor Lendlease (US) Construction Inc.
  agamliel@perkinscoie.com, cmallahi@perkinscoie.com; DocketLA@perkinscoie.com

- Jon F Gauthier on behalf of Petitioning Creditor Standard Drywall, Inc.
  jgauthier@ftblaw.com, jrobinson@ftblaw.com

- Richard Girgado on behalf of Interested Party Courtesy NEF
  rgirgado@counsel.lacounty.gov

- Richard H Golubow on behalf of Petitioning Creditor Woodbridge Glass Inc.
  rgolubow@wghlawyers.com, jmartinez@wghlawyers.com; svillegas@wghlawyers.com
- Ani Grigoryan on behalf of Interested Party Chicago Title Insurance Company
  ani.grigoryan@aalrr.com, jenifer.gootkin@aalrr.com
- Lance N Jurich on behalf of Creditor Chicago Title Company
  ljurich@loeb.com, pmatsuda@loeb.com; ladocket@loeb.com; ljurich@ecf.courtdrive.com; fmckeown@loeb.com
- Lance N Jurich on behalf of Creditor Chicago Title Insurance Company
  ljurich@loeb.com, pmatsuda@loeb.com; ladocket@loeb.com; ljurich@ecf.courtdrive.com; fmckeown@loeb.com
- Gary E Klausner on behalf of Interested Party Courtesy NEF
  gek@lnbyg.com
- Noreen A Madoyan on behalf of U.S. Trustee United States Trustee (LA)
  Noreen.Madoyan@usdoj.gov
- Allison C. Murray on behalf of Creditor Schuff Steel Company, Inc.
  acmurray@swlaw.com, kcollins@swlaw.com
- Douglas M Neistat on behalf of Creditor ACCO Engineered Systems, Inc.
  dneistat@gblawllp.com, mramos@gblawllp.com
- Douglas M Neistat on behalf of Creditor Bapko Metal, Inc.
  dneistat@gblawllp.com, mramos@gblawllp.com
- Douglas M Neistat on behalf of Creditor Martin Bros./Marcowall, Inc.
  dneistat@gblawllp.com, mramos@gblawllp.com
- Douglas M Neistat on behalf of Interested Party Douglas Neistat
  dneistat@gblawllp.com, mramos@gblawllp.com
- Rosemary Nunn on behalf of Petitioning Creditor Mitsubishi Electric US, Inc.
  rosemary.nunn@procopio.com, nicholas.fortino@procopio.com; gaylene.oyama@procopio.com
- Matthew D Pham on behalf of Attorney Matthew D. Pham
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- Michael B Reynolds on behalf of Creditor Schuff Steel Company, Inc.
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