UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:	Chapter 11 Cases
MBMG HOLDING, LLC, *et al.*,[1]	Case No. 24-20576-CLC
Debtors.	(Jointly Administered)

FIRST AMENDED JOINT CHAPTER 11 PLAN FOR MBMG HOLDING, LLC AND ITS DEBTOR AFFILIATES

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Dated: January 22, 2025

[1] The address of the Debtors is 7500 S.W. 8th Street, Ste. 400, Miami, Florida 33144. The last four digits of the Debtors' federal tax identification numbers are: (i) CCMG Wind Down, LLC f/k/a Care Center Medical Group, LLC (9052); (ii) CCN Wind Down, LLC f/k/a Care Center Network, LLC (5784); (iii) CCMC Wind Down, Inc. f/k/a CCMC Physician Holdings, Inc. (4532); (iv) CCP Wind Down, LLC f/k/a Clinical Care Pharmacy, LLC (2103); (v) FFPCC Wind Down, LLC f/k/a Florida Family Primary Care Center, LLC (5005); (vi) FFPCCP Wind Down, LLC f/k/a Florida Family Primary Care Center of Pasco, LLC (8570); (vii) FFPCCO Wind Down, LLC f/k/a Florida Family Primary Care Centers of Orlando, LLC (3086); (viii) FFPCCPN Wind Down, LLC f/k/a Florida Family Primary Care Centers of Pinellas, LLC (7075); (ix) FFPCCT Wind Down, LLC f/k/a Florida Family Primary Care Centers of Tampa, LLC (0631); (x) MBMO Wind Down, LLC f/k/a MB Medical Operations, LLC (8450); (xi) MBMT Wind Down, LLC f/k/a MB Medical Transport, LLC (3476); (xii) MBMG Holding, LLC (3880); (xiii) MBMG Intermediate Holding, LLC (9320); (xiv) RD Wind Down, Inc. f/k/a Miami Beach Medical Centers, Inc. (3933); (xv) MBMC Wind Down, LLC f/k/a Miami Beach Medical Consultants, LLC (2737); and (xvi) MMWC Wind Down, LLC f/k/a Miami Medical & Wellness Center, LLC (2474).

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Each of (i) CCMG Wind Down, LLC f/k/a Care Center Medical Group, LLC, (ii) CCN Wind Down, LLC f/k/a Care Center Network, LLC, (iii) CCMC Wind Down, Inc. f/k/a CCMC Physician Holdings, Inc., (iv) CCP Wind Down, LLC f/k/a Clinical Care Pharmacy, LLC, (v) FFPCC Wind Down, LLC f/k/a Florida Family Primary Care Center, LLC, (vi) FFPCCP Wind Down, LLC f/k/a Florida Family Primary Care Center of Pasco, LLC, (vii) FFPCCO Wind Down, LLC f/k/a Florida Family Primary Care Centers of Orlando, LLC, (viii) FFPCCPN Wind Down, LLC f/k/a Florida Family Primary Care Centers of Pinellas, LLC, (ix) FFPCCT Wind Down, LLC f/k/a Florida Family Primary Care Centers of Tampa, LLC, (x) MBMO Wind Down, LLC f/k/a MB Medical Operations, LLC, (xi) MBMT Wind Down, LLC f/k/a MB Medical Transport, LLC, (xii) MBMG Holding, LLC, (xiii) MBMG Intermediate Holding, LLC, (xiv) RD Wind Down, Inc. f/k/a Miami Beach Medical Centers, Inc., (xv) MBMC Wind Down, LLC f/k/a Miami Beach Medical Consultants, LLC, and (xvi) MMWC Wind Down, LLC f/k/a Miami Medical & Wellness Center, LLC (each, a "Debtor" and, collectively, the "Debtors") respectfully proposes the following joint chapter 11 plan pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Article I.A below.

ARTICLE I.

DEFINITIONS AND INTERPRETATION

A. Definitions.

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "Admin Claim Reserve" has the meaning set forth in the Final DIP Order.

2. "Administrative Expense Claim" means any Claim for costs or expenses of administration incurred during the Chapter 11 Cases of the kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, but not limited to: (a) the actual, necessary costs and expenses, incurred on or after the Petition Date and through the Effective Date, of preserving the Estates and operating the Debtors' businesses, including wages, salaries, or commissions for services and payments for goods and other services and leased premises; (b) claims under section 503(b)(9) of the Bankruptcy Code; (c) Fee Claims; and (d) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, and all allowed claims entitled to administrative expense priority status pursuant to a final order of the Bankruptcy Court.

3. "Administrative Expense Claims Bar Date" means the first Business Day that is fourteen (14) calendar days following the Effective Date, except as otherwise set forth in the Plan or specifically ordered by the Bankruptcy Court.

4. "Administrative Expense Claims Objection Bar Date" means the first Business Day that is thirty (30) calendar days following the Effective Date, except as otherwise specifically set forth in the Plan; *provided that* the Administrative Expense Claims Objection Bar Date may be extended pursuant to an order of the Bankruptcy Court upon a motion filed by the Plan Administrator after notice and a hearing.

5. "Affiliate" has the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "Allowed" means, with reference to any Claim, a Claim: (i) against the Debtors that has been listed in the Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of Claim has been filed; (ii) listed on the Schedules or included in a timely filed proof of Claim, as to which no objection to allowance has been, or subsequently is, interposed in accordance with Article VIII.B of the Plan or prior to the expiration of such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order to the extent such Final Order is in favor of the respective holder; (iii) that is compromised, settled, or otherwise resolved pursuant to the authority of, as applicable, the Debtors or the Plan Administrator; or (iv) expressly allowed by a Final Order or pursuant to the terms of the Plan.

7. "Asset Purchase Agreement" means that certain Asset Purchase Agreement, dated October 12, 2024, as amended thereafter, by and among the Sellers, the Sellers' Representative, and the Buyer.

8. "Avoidance Actions" means those actual and/or potential claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code.

9. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq,*, as amended from time to time, as applicable in the Chapter 11 Cases.

10. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Florida, Miami Division, having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

11. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, promulgated by the United States Supreme Court under 28 U.S.C. § 2075, the Local Rules of the Bankruptcy Court, and general orders and chambers procedures of the Bankruptcy Court, each as applicable to the Chapter 11 Cases and as amended from time to time.

12. "Bar Date Order" means that certain "*Order Granting Debtors' Expedited Motion (i) Establishing a General Bar Date to File Proofs of Claim, (ii) Establishing a Bar Date to File Proofs of Claim by Governmental Units, (iii) Establishing an Amended Schedules Bar Date, (iv) Establishing a Rejection Damages Bar Date, (v) Approving the Form of, and Procedures for, Filing Proofs of Claim, (vi) Approving the Form and Manner of Notice of the Commencement of the Chapter 11 Bankruptcy Cases (a/k/a the Bar Date Notice), and (vii) Granting Related Relief*" dated October 17, 2024 [ECF No. 27], establishing December 23, 2024 as the general bar date for non-governmental entities to file proofs of claim in the Chapter 11 Cases, including, for the avoidance of doubt, secured claims, unsecured priority claims, unsecured non-priority claims, and claims arising under section 503(b)(9) of the Bankruptcy Code, and establishing April 11, 2025 as the bar date for any Governmental Unit to file a proof of claim in the Chapter 11 Cases.

13. "Business Day" means any day, other than a Saturday, a Sunday, a "legal holiday" (as that term is defined in Bankruptcy Rule 9006(a)), or any other day on which banking institutions in Miami, Florida are required to close by law or executive order.

14. "Buyer" means Conviva Medical Center Management, LLC, a Delaware limited liability company, solely in its capacity as the buyer under the Asset Purchase Agreement.

15. "Cash" means legal tender of the United States of America.

16. "Causes of Action" means any action, Claim, cross-claim, third-party claim, cause of action, controversy, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including, without limitation, under alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action includes: (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) the right to object to Claims or Interests; (iii) any Claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (iv) Avoidance Actions; and (v) any Claims under any state or foreign law, including, without limitation, any fraudulent transfer or similar Claims.

17. "Chapter 11 Cases" means the jointly-administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on the Petition Date in the Bankruptcy Court and which are jointly administered under lead case number 24-20576-CLC.

18. "Chief Restructuring Officer" means Nicholas K. Campbell of Meru, LLC pursuant to that certain *Final Order Granting Debtors' Emergency Application for Entry of an Order Authorizing the Retention of Meru, LLC to Provide, on an Interim and Final Basis and Effective as of the Petition Date, the Services of (I) Nicholas K. Campbell, as Chief Restructuring Officer, (II) Brian Bonaviri, as Assistant Chief Restructuring Officer, and (III) Additional Staff for the Debtors* [ECF No. 169].

19. "Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

20. "Claims Objection Bar Date" means the first Business Day that is seventy-five (75) calendar days after the Effective Date; provided that the Claims Objection Bar Date may be extended pursuant to an order of the Bankruptcy Court upon a motion filed by the Plan Administrator.

21. "Class" means any group of Claims or Interests classified pursuant to Article III of the Plan.

22. "Collateral Assignment" means that certain Collateral Assignment of Purchase Documents dated as of January 6, 2025, by and between the Sellers, the First Lien Agent, and acknowledged and agreed by the Buyer.

23. "Confirmation" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

24. "Confirmation Date" means the date on which the Confirmation Order is entered by the Bankruptcy Court.

25. "Confirmation Hearing" means the hearing to be held by the Bankruptcy Court regarding Confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

26. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan.

27. "Consummation" means the occurrence of the Effective Date of the Plan.

28. "D&O Policy" means any insurance policy for directors, members, trustees, and officers liability maintained by any of the Estates as of the Effective Date (including any "tail" policy).

29. "Debtors" has the meaning set forth in the introductory paragraph the Plan.

30. "Debtor's Power of Attorney" means one or more powers of attorney acceptable to the Debtors, and the Plan Administrator that may be provided by one or more of the Debtors to the Plan Administrator, effective as of the Effective Date, with respect to the Existing Equity Interests or any other matter involving the Debtors.

31. "Deficiency Claim" means all or any portion of a Secured Claim that is determined to be undersecured pursuant to section 506(a)(1) of the Bankruptcy Code because the value of the collateral securing such Claim is less than the Allowed amount of such Secured Claim.

32. "DIP Agent" has the meaning set forth in the Final DIP Order together with its permitted successors and assigns.

33. "DIP Claims" means all Claims of the DIP Lenders arising under or related to the DIP Loan Agreement, the DIP Documents, DIP Facility, or the Final DIP Order.

34. "DIP Collateral" has the meaning set forth in the Final DIP Order.

35. "DIP Documents" has the meaning set forth in the Final DIP Order.

36. "DIP Facility" has the meaning set forth in the Final DIP Order.

37. "DIP Lenders" means, as the context requires, "DIP Lenders," each in its capacity as a lender under the DIP Documents, as defined in the Final DIP Order.

38. "DIP Loan Agreement" means that certain *Senior Secured Superpriority Priming Debtor-In-Possession Credit Agreement* dated October 13, 2024, as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, by

and among, MBMG Holding, LLC, MBMG Intermediate Holding, LLC, MB Medical Operations, LLC, each Subsidiary Guarantor (as defined in the DIP Loan Agreement), the DIP Lenders, and the DIP Agent.

39. "Disclosure Statement" means the Disclosure Statement for this Plan, which is prepared and distributed in accordance with sections 1125, 1126(b) and/or 1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and/or other applicable law.

40. "Disputed Claim" means with respect to a Claim or Interest, any such Claim or Interest (i) to the extent neither Allowed nor disallowed under the Plan or a Final Order nor deemed Allowed under section 502, 503, or 1111 of the Bankruptcy Code, or (ii) for which a Proof of Claim or Interest has been filed, to the extent the Debtors or any party in interest has interposed a timely objection or request for estimation before the Confirmation Date in accordance with the Plan, which objection or request for estimation has not been withdrawn or determined by a Final Order.

41. "Distribution Date" means a date or dates, including the Initial Distribution Date, as determined by the Plan Administrator in accordance with the terms of the Plan and the Plan Administrator Agreement, on which the Plan Administrator makes a distribution to the holders of Allowed Claims.

42. "Distribution Record Date" means the Effective Date of the Plan.

43. "Effective Date" means the first Business Day after the date on which all conditions to the effectiveness of the Plan set forth in Article X of the Plan have been either satisfied or waived in accordance with the terms of the Plan.

44. "Entity" has the meaning set forth in section 101(15) of the Bankruptcy Code.

45. "Estate" or "Estates" means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

46. "Exculpated Parties" means, collectively, each in their capacities as such: (i) the Debtors; (ii) the Estates; (iii) the Plan Administrator (solely with respect to the period prior to the Effective Date); (iv) with respect to each of the foregoing Persons in clauses "(i)" through "(iii)", such Persons' respective predecessors, successors, assigns, direct and indirect subsidiaries, and affiliates; current and former officers, directors (including, without limitation, Elizabeth Abrams), principals, shareholders, members, partners, managers, employees, agents, financial advisors, attorneys, the Chief Restructuring Officer, interim officers, accountants, investment bankers, investment managers, investment advisors, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, in each case in their capacity as such and whether currently serving or having previously served postpetition; and (v) any other Person entitled to the protections of section 1125(e) of the Bankruptcy Code.

47. "Executory Contract" means a contract or lease to which one of more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

48. "Existing Equity Interest" means any Interest in any of the Debtors, including but not limited to, any common stock, preferred stock, limited liability company or membership interest, warrants, profits interests units or other ownership interest that are outstanding immediately prior to the Effective Date.

49. "Fee Claim" means a Claim for professional services rendered or costs incurred on or after the Petition Date through the Effective Date by professional persons retained by the Debtors by an order of the Bankruptcy Court pursuant to sections 327, 328, 329, 330, 331, 363, 503(b) or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

50. "Final DIP Order" means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief*, entered by the Bankruptcy Court in the Chapter 11 Cases on November 7, 2024 [ECF No. 167].

51. "Final Order" means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing shall have expired, or (ii) if an appeal, writ of *certiorari*, new trial, reargument or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a "Final Order" solely because a motion pursuant to sections 502(j) or 1144 of the Bankruptcy Code or under Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 has been or may be filed with respect to such order or judgment.

52. "First Lien Credit Agreement" means that certain Credit Agreement, dated as of December 12, 2020 (as amended, restated, supplemented or otherwise modified from time to time), by and among MBMG Intermediate Holding, LLC, as initial borrower, MB Medical Operations, LLC, as effective date borrower, the First Lien Lenders, and the First Lien Agent.

53. "First Lien Agent" means KKR Loan Administration Services LLC, in its capacity as administrative agent under the First Lien Credit Agreement, together with its permitted successors and assigns.

54. "First Lien Lenders" means the lender parties to the First Lien Credit Agreement from time to time.

55. "First Lien Credit Agreement Loan Documents" means the First Lien Credit Agreement and all other "Loan Documents" under and as defined therein.

56. "First Lien Credit Agreement Claims" mean the Claims of the First Lien Lenders arising under the Bankruptcy Code, the First Lien Credit Agreement, the other First Lien Credit Agreement Loan Documents, and the Final DIP Order, including but not limited to, adequate

protection Liens and Claims, and including any Claims asserted in any proof of Claim filed by or on behalf of the First Lien Lenders, related to the First Lien Credit Agreement Term Loans.

57. "Funded Reserve Account" has the meaning set forth in the Final DIP Order.

58. "General Unsecured Claim" means any unsecured Claim against any Debtor, other than an Unsecured Note Claim, Intercompany Claim, or a Subordinated Claim, that is not entitled to priority under the Bankruptcy Code or any order of the Bankruptcy Court, and shall, for the avoidance of doubt, (i) include claims on account of damages arising from the rejection of unexpired leases of non-residential, real property or executory contracts, and (ii) exclude any Deficiency Claim.

59. "Governmental Unit" has the meaning set forth in section 101(27) of the Bankruptcy Code.

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

61. "Initial Distribution" means the first distribution that is made by, as applicable, the Debtors or the Plan Administrator, to holders of Allowed Claims.

62. "Initial Distribution Date" means the date selected by, as applicable, the Debtors or the Plan Administrator, on or as soon as reasonably practicable after the Effective Date.

63. "Interests" means any equity security in a Debtor as defined in section 101(16) of the Bankruptcy Code, including but not limited to, all common stock, preferred stock, common units, subordinated units, limited liability company or membership interests, incentive distribution rights, membership units, warrants, profit interests units or other instruments evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interests in a Debtor that are outstanding immediately before the Effective Date.

64. "Intercompany Claim" means any Claim held by one Debtor against the other Debtor arising at any time prior to the Effective Date.

65. "Lien" has the meaning set forth in section 101(37) of the Bankruptcy Code.

66. "MERU" means Meru, LLC.

67. "Mutual Release" has the meaning set forth in Article XI.J of the Plan.

68. "Other Priority Claim" means any Claim against any of the Debtors entitled to priority in payment as specified in section 507(a)(3), (4), (5), (6), (7), or (9) of the Bankruptcy Code, other than an Administrative Expense Claim or a Priority Tax Claim.

69. "Other Secured Claim" means a Secured Claim other than the DIP Claims, the First Lien Credit Agreement Claims, and the Second Lien Credit Agreement Claims.

70. "Person" has the meaning set forth in section 101(41) of the Bankruptcy Code, including any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, Governmental Unit, or other entity.

71. "Petition Date" means October 13, 2024.

72. "Plan" means this joint chapter 11 plan of liquidation, including the exhibits hereto and the Plan Supplement, as the same may be amended or modified from time to time in accordance with Article XIII.E of the Plan.

73. "Plan Administrator" means Brian Bonaviri of MERU, who as of the Effective Date, shall exercise the authority set forth in Article V of the Plan pursuant to the Plan Administrator Agreement.

74. "Plan Administrator Agreement" means an agreement evidencing the terms pursuant to which a Plan Administrator shall manage and administer and distribute the Winddown Assets. The Plan Administrator Agreement shall be included in the Plan Supplement.

75. "Plan Administrator Documents" means the Plan Administrator Agreement and related ancillary documents.

76. "Plan Cash" means Cash in the amount of $495,000.00 in proceeds of the Sale Transaction, minus the amount necessary to pay allowed Class 2 Claims (Other Priority Claims) in full, which shall be shared on a *pari passu* basis by holders of Allowed General Unsecured Claims (Class 6).

77. "Plan Supplement" means the compilation of documents containing, among other things, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code and filed pursuant to Article XIII.P of the Plan and the Plan Administrator Agreement; *provided that*, through the Effective Date, the Debtors shall have the right to amend any schedules, exhibits, or amendments to any of the documents contained in, and exhibits to, the Plan Supplement.

78. "Post-Closing Accounts Receivable" means the proceeds of the Debtors' accounts receivable in excess of $1,500,000, which constitutes collateral of the First Lien Agent, collected by the Debtors or Winddown Estates following the close of the Sale Transaction. For the avoidance of doubt, the first $1,500,000 of proceeds of the Debtors' accounts receivable shall be retained by the Debtors or the Plan Administrator, as applicable.

79. "Post-Sale Reserves" has the meaning set forth in the Final DIP Order.

80. "Prepetition Collateral" has the meaning set forth in the Final DIP Order.

81. "Priority Tax Claim" means any secured or unsecured Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

82. "Pro Rata" means the proportion that an Allowed Claim (i) in a particular Class bears to the aggregate amount of all Allowed Claims and Disputed Claims within such Class, or (ii) in a particular group of Classes bears to the aggregate amount of all Allowed Claims and Disputed Claims within such group of Classes.

83. "Proof of Claim" means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

84. "Purchased Assets" has the meaning set forth in Section 2.1 of the Asset Purchase Agreement.

85. "Recovery Proceeds" means the net proceeds of the Winddown Assets.

86. "Recovery Waterfall" means the provisions set forth in **Exhibit "A"** of the Plan setting forth the priority for distributions of the Recovery Proceeds.

87. "Released Parties" means, collectively, and in each case solely in their capacities as such: (i) the Debtors; (ii) the First Lien Lenders; (iii) the First Lien Agent; (iv) the Unsecured Noteholders; (v) the Unsecured Noteholder Representative; (vi) the DIP Lenders; (vii) the DIP Agent; and (viii) with respect to each of the foregoing Persons, each of their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, subcontractors, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such, and as to the Debtors, includes Elizabeth Abrams.

88. "Sale Order" means that certain *Order Granting Debtors' Motion for Entry of an Order (I) Approving Asset Purchase Agreement and Authorizing the Private Sale of Substantially All of the Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens and Interests Except for Permitted Liens and Assumed Liabilities, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [ECF No. 218] entered on November 20, 2024.

89. "Sale Transaction" means the sale of the Purchased Assets pursuant to the Sale Order.

90. "Schedules" means the schedules of assets and liabilities and the statement of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Bankruptcy Forms and Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time.

91. "Second Lien Note Agreement" means that certain Promissory Note and Security Agreement, dated as of July 5, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time), by and among MB Medical Operations, LLC, as issuer, MBMG Finco, LLC, and the Second Lien Noteholders.

92. "Second Lien Noteholders" means the noteholder parties to the Second Lien Note Agreement from time to time.

93. "Second Lien Noteholder Representative" means MBMG Finco, LLC.

94. "Second Lien Note Agreement Documents" means the Second Lien Note Agreement and all other "Note Documents" under and as defined therein.

95. "Second Lien Notes" means the notes purchased pursuant to the Second Lien Note Agreement.

96. "Second Lien Note Claims" means all Claims arising from the Second Lien Notes.

97. "Secured Claim" means a Claim to the extent: (i) secured by property of the Estate, the amount of which is equal to or less than the value of such property (a) as set forth in the Plan, (b) as agreed to by, on the one hand, the holder of such Claim, and on the other and as applicable, the Debtors or the Plan Administrator, or (c) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code; or (ii) secured by the amount of any rights of setoff of the holder thereof under section 553 of the Bankruptcy Code.

98. "Sellers" means the Debtors named, and in their capacity, as sellers under the Asset Purchase Agreement.

99. "Sellers' Representative" means MB Medical Operations, LLC, a Delaware limited liability company

100. "Subordinated Claims" means any Claim of any Person or Entity, and any lien securing such Claim (if applicable), (a) of the type described in and subject to subordination under section 510 of the Bankruptcy Code, (b) of the type described in and subject to subordination under section 509(c) of the Bankruptcy Code, (c) for penalties or punitive damages and any other Claim of the type described in section 726(a)(4) of the Bankruptcy Code (notwithstanding the general inapplicability of chapter 7 of the Bankruptcy Code), or (d) subordinated per the terms of the Plan or otherwise by Final Order of the Bankruptcy Court.

101. "Tax Code" means the United States Internal Revenue Code of 1986, as amended.

102. "Transition Services Agreement" has the meaning set forth in the Asset Purchase Agreement.

103. "Transaction Fee" means the fee due by the Debtors to Oppenheimer & Co., Inc., the Debtors' investment banker, as awarded by a Final Order of the Bankruptcy Court.

104. "Transaction Fee Reserve" has the meaning set forth in the Final DIP Order.

105. "TSA Funding" means the $12,000,000 funded by the Buyer at Closing and any additional amounts funded pursuant to and in accordance with the Transition Services Agreement.

106. "U.S. Trustee" means the United States Trustee appointed under Article 591 of title 28 of the United States Code to serve in the Southern District of Florida.

107. "Unimpaired" means, with respect to a Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

108. "Unsecured Note Agreement" means that certain Unsecured Promissory Note, dated as of November 17, 2023 (as amended, restated, supplemented and/or otherwise modified from time to time), by and among MB Medical Operations, LLC, as issuer, and the Unsecured Noteholders.

109. "Unsecured Noteholders" means the noteholder parties to the Unsecured Note Agreement from time to time.

110. "Unsecured Noteholder Representative" means KKR Credit Advisors (US) LLC.

111. "Unsecured Note Agreement Documents" means the Unsecured Note Agreement and all other "Note Documents" under and as defined therein.

112. "Unsecured Notes" means the notes purchased pursuant to the Unsecured Note Agreement.

113. "Unsecured Note Claims" mean all Claims arising from the Unsecured Notes.

114. "Winddown Assets" means from and after the Effective Date all assets of the Debtors that are not sold or distributed on or prior to the Effective Date but excluding any remaining TSA Funding which shall be returned to the Buyer within sixty (60) days following the termination of the Transition Services Agreement.

115. "Winddown Budget" means the agreed upon budget for the Winddown Estates which shall be filed with the Plan Supplement and which may thereafter be amended from time to time with the consent of the First Lien Agent.

116. "Winddown Estates" shall mean each of the Debtors after the Effective Date.

117. "Winddown Reserve" has the meaning set forth in the Final DIP Order.

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

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan, as the same may be amended, waived, supplemented, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as "in the Plan," "of the Plan," "to the Plan," and "under the Plan," respectively. The words "includes" and "including" are not limiting and shall be deemed to be followed by the words "without limitation." The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein:

(a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (c) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Controlling Document.

Except as otherwise set forth in the Final DIP Order or the Sale Order, in the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document or instrument. The provisions of the Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of the Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.

ARTICLE II.

ADMINISTRATIVE EXPENSE, PRIORITY & DIP CLAIMS

A. Administrative Expense Claims.

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment, each holder of an Allowed Administrative Expense Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Administrative Expense Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date and (b) the first Business Day after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, and shall be paid solely from the Admin Claim Reserve; *provided* that, the Fee Claims shall receive the treatment provided in Article II.B of the Plan; *provided; further, however,* that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of operating or liquidating the business by the Debtors shall be paid by the Debtors in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such transactions.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court, requests for payment of Administrative Expense Claims, other than requests for payment of Fee Claims, must be filed and served on the Debtors or the Plan Administrator, as applicable, no later than the Administrative Expense Claims Bar Date pursuant to any procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order.

Unless otherwise permitted by the Bankruptcy Court pursuant to Section 503(a) of the Bankruptcy Code, holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims and that do not file and serve such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and permanently enjoined from asserting such Administrative Expense Claims against the Debtors, their Estates or their property, and such Administrative Expense Claims shall be deemed compromised, settled, and released in their entirety as of the Effective Date. The Plan Administrator shall file and serve objections to Administrative Expense Claims on or before the Administrative Expense Claims Objection Bar Date.

B. Fee Claims.

All entities seeking an award by the Bankruptcy Court of Fee Claims (a) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Confirmation Date by the date that shall be set by order of the Bankruptcy Court, and (b) subject to the terms of the Final DIP Order, shall be paid in full in such amounts as are Allowed by the Bankruptcy Court (i) upon the later of (A) the Effective Date and (B) the date upon which the order relating to any such Allowed Fee Claim is entered or (ii) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and, as applicable, the Debtors or the Plan Administrator; *provided*, *however*, that the Transaction Fee shall be paid by the Debtors or Plan Administrator, as applicable, from the Transaction Fee Reserve in accordance with the terms of the Final DIP Order and the Sale Order. All entities employed by the Debtors, shall provide in their final fee applications to be filed in connection with confirmation of the Plan an estimate of their accrued and unpaid fees and expenses through the Effective Date (including an estimate for fees and expenses expected to be incurred prior to the Effective Date to prepare and prosecute allowance of final fee applications). Subject to the terms of the Final DIP Order, from and after the Confirmation Date until the Effective Date, the Debtors, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, may pay the reasonable fees and expenses during such period incurred by (a) Berger Singerman LLP (bankruptcy counsel to the Debtors) in accordance with the *Order Granting Debtors' Motion for Order Establishing Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Professionals,* dated November 7, 2024 [ECF No. 170] (the "Interim Compensation Order"), *provided*, *however*, that the Interim Compensation Order is hereby modified to provide for payment of one hundred (100%) percent of both the reasonable fees and the expenses incurred during the period from after the Confirmation Date until the Effective Date; and (b) the Chief Restructuring Officer (including MERU) in accordance with the *Final Order Granting Debtors' Emergency Application for Entry of an Order Authorizing the Retention of Meru, LLC to Provide, on an Interim and Final Basis and Effective as of the Petition Date, the Services of (I) Nicholas K. Campbell, as Chief Restructuring Officer, (II) Brian Bonaviri, as Assistant Chief Restructuring Officer, and (III) Additional Staff for the Debtors*, dated November 7, 2024 [ECF No. 169]. Until the Effective Date, all professionals employed by the Debtors shall be paid (i) *first*, from the Funded Reserve Account; (ii) *second*, in accordance with the Winddown Budget; and (iii) *third*, from any applicable retainer for each such employed professional. On and after the Effective Date, the Plan Administrator is authorized to pay compensation for services rendered or reimbursement of expenses incurred in the ordinary course and in compliance with the Winddown Budget and without the need for Bankruptcy Court approval.

C. Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date, (b) the first Business Day after the date that is thirty (30) calendar days after the date such Priority Claim becomes an Allowed Priority Claim, and (c) the date such Allowed Priority Claim is due and payable in the ordinary course.

D. DIP Claims.

In accordance with the Final DIP Order and the Sale Order, the Debtors have paid all DIP Claims in full, in Cash, from proceeds of the Sale Transaction.

ARTICLE III.

CLASSIFICATION OF CLAIMS AND INTERESTS

A. Classification in General.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

B. Formation of Debtor Groups for Convenience Only.

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, tabulating votes, and making distributions with respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, constitute a substantive consolidation of any of the Debtors, or cause the transfer of any assets. Except as otherwise provided by or permitted under the Plan, all Debtors continue to exist as separate legal entities. The Plan constitutes a separate chapter 11 plan of liquidation for each Debtor.

C. Summary of Classification.

The following table designates the Classes of Claims against and Interests in each of the Debtors and specifies which of those Classes are: (a) Impaired or Unimpaired under the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept or reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Priority Tax Claims and DIP Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests. All of the potential Classes for the Debtors are set forth in the Plan.

Class	Designation	Treatment	Entitled to Vote?
1	Other Secured Claims	Unimpaired	No; Deemed to Accept the Plan
2	Other Priority Claims	Unimpaired	No; Deemed to Accept the Plan
3	First Lien Credit Agreement Claims	Impaired	Yes; Entitled To Vote
4	Second Lien Note Claims	Impaired	Yes; Entitled To Vote
5	Unsecured Note Claims	Impaired	Yes; Entitled To Vote
6	General Unsecured Claims	Impaired	Yes; Entitled To Vote
7	Intercompany Claims	Impaired	No; As plan proponents, deemed to accept
8	Subordinated Claims	Impaired and No Distribution	No; Deemed To Reject the Plan
9	Existing Equity Interests	Impaired	No; Deemed To Reject the Plan

D. Special Provisions Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of, as applicable, the Debtors or the Plan Administrator in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

E. Elimination of Vacant Classes.

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. Any Claim or Interest in a Class that is considered vacant under the Plan shall receive no distribution.

F. Voting Classes; Acceptance and Rejection.

a. *Acceptance by Certain Impaired Classes*: Only holders of Allowed Claims in Classes 3, 4, 5, and 6 are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. Holders of Claims in Classes 3, 4, 5, and 6 will receive ballots containing detailed voting instructions.

b. *Deemed Accepted by Impaired Classes*: Holders of Claims in Classes 1, 2, and 7 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the

Bankruptcy Code. Accordingly, such holders are not entitled to vote, and the votes of such holders will not be solicited with respect to those Claims.

c. *Deemed Rejection by Impaired Classes*: Holders of Claims or Interests in Classes 8 and 9 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to those Claims.

G. Confirmation Pursuant to Section 1129(a)(10) and 1129(b) of the Bankruptcy Code.

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XIII.E and F of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE IV.

TREATMENT OF CLAIMS AND INTERESTS

A. Other Secured Claims (Class 1).

(a) Classification: Class 1 consists of the Allowed Other Secured Claims. To the extent that Other Secured Claims are secured by different collateral or different interests in the same collateral, such Claims shall be treated as separate subclasses of Class 1.

(b) Treatment: Except to the extent that a holder of an Allowed Other Secured Claim against any of the Debtors has agreed to less favorable treatment of such Claim, each such holder of an Allowed Other Secured Claim shall receive, at the option of, as applicable, the Debtors or the Plan Administrator, in full and final satisfaction of such Allowed Other Secured Claim, (i) payment in full in Cash, payable on the later of the Effective Date and the first Business Day after thirty (30) calendar days from the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon as reasonably practical thereafter, (ii) delivery of the collateral securing such Allowed Other Secured Claim and payment of any interest required under section 506(b) of the Bankruptcy Code, or (iii) such other treatment necessary to satisfy section 1129 of the Bankruptcy Code.

(c) Voting: Class 1 is Unimpaired, and the holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Other Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to the Other Secured Claims.

B. Other Priority Claims (Class 2).

(a) Classification: Class 2 consists of the Allowed Other Priority Claims.

(b) Treatment: Except to the extent that a holder of an Allowed Other Priority Claim against any of the Debtors has agreed to less favorable treatment of such Allowed Other Priority Claim, each such holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Allowed Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim, payable on or as soon as reasonably practicable after the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or as soon as reasonably practical thereafter.

(c) Voting: Class 2 is Unimpaired, and the holders of Allowed Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Other Priority Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to the Other Priority Claims.

C. First Lien Credit Agreement Claims (Class 3).

(a) Classification: Class 3 consists of the Allowed First Lien Credit Agreement Claims.

(b) Treatment: The First Lien Credit Agreement Claims shall be Allowed (without the need to file a Proof of Claim as reflected in the Final DIP Order), as of the Effective Date, in the full amount due and owing under the First Lien Credit Agreement Loan Documents and Final DIP Order less any amounts paid or assumed prior to or on the Effective Date. The First Lien Agent shall retain the liens securing the First Lien Credit Agreement Claims, including as set forth in the Collateral Assignment. On the Effective Date, or as soon thereafter as is reasonably practicable, except to the extent that a holder of an Allowed First Lien Credit Agreement Claim agrees to less favorable treatment of such Allowed First Lien Credit Agreement Claim, each holder of an Allowed First Lien Credit Agreement Claim shall receive, in full and final satisfaction of such Claim (including with respect to any related Deficiency Claim), its Pro Rata share of (i) the Post-Closing Accounts Receivable, (ii) the Recovery Proceeds in accordance with the Recovery Waterfall, and (iii) within five (5) days following an order closing these Chapter 11 Cases, any remaining unused portion of the Post-Sale Reserves.

The Debtors or the Plan Administrator, as applicable, shall provide the First Lien Agent, or its representative, with a reconciliation and remit collected Post-Closing Accounts Receivable on a bi-monthly basis (twice monthly) or as otherwise agreed by the Debtors or the Plan Administrator, as applicable, and the First Lien Agent. Subject to the procedures contained in the Final DIP Order, the Debtors or the Plan Administrator, as applicable, shall reimburse the First Lien Agent's professional fees and expenses, up to the amount allocated for such fees and expenses in the Winddown Budget.

(c) Voting: Class 3 is Impaired and, the holders of First Lien Credit Agreement Claims are entitled to vote to accept or reject the Plan.

D. Second Lien Note Claims (Class 4).

(a) Classification: Class 4 consists of the Allowed Second Lien Note Claims.

(b) Treatment: The Second Lien Note Claims shall be Allowed, as of the Effective Date, in the full amount due under the Second Lien Note Agreement Documents less any amounts paid or assumed prior to or on the Effective Date. On the Effective Date, or as soon thereafter as is reasonably practicable, except to the extent that a holder of an Allowed Second Lien Note Claim agrees to less favorable treatment of such Allowed Second Lien Note Claim, each holder of an Allowed Second Lien Note Claim shall receive, in full and final satisfaction of such Claim (including with respect to any related Deficiency Claim), its Pro Rata share of the Recovery Proceeds in accordance with the Recovery Waterfall.

(c) Voting: Class 4 is Impaired and, the holders of Second Lien Note Claims are entitled to vote to accept or reject the Plan.

E. Unsecured Note Claims (Class 5).

(a) Classification: Class 5 consists of the Allowed Unsecured Note Claims.

(b) Treatment: The Unsecured Note Claims shall be Allowed (without the need to file a Proof of Claim as reflected in the Final DIP Order), as of the Effective Date, in the full amount due under the Unsecured Note Agreement Documents and the Final DIP Order less any amounts paid or assumed prior to or on the Effective Date. On the Effective Date, or as soon thereafter as is reasonably practicable, except to the extent that a holder of an Allowed Unsecured Note Claim agrees to less favorable treatment of such Allowed Unsecured Note Claim, each holder of an Allowed Unsecured Note Claim shall receive, in full and final satisfaction of such Claim, its Pro Rata share of the Recovery Proceeds in accordance with the Recovery Waterfall.

(c) Voting: Class 5 is Impaired and, the holders of Unsecured Note Claims are entitled to vote to accept or reject the Plan.

F. General Unsecured Claims (Class 6).

(a) Classification: Class 6 consists of General Unsecured Claims.

(b) Treatment: On the Effective Date, or as soon thereafter as is reasonably practicable, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment of such Allowed General Unsecured Claim or such Allowed General Unsecured Claim has been paid before the Effective Date, each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its Pro Rata share of (i) the Plan Cash, and (ii) the Recovery Proceeds in accordance with the Recovery Waterfall. In no event shall the holder of a General Unsecured Claim receive distributions on account of such Claim in excess of the Allowed amount of such Claim.

(c) **Voting**: Class 6 is Impaired and, the holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

G. Intercompany Claims (Class 7).

(a) **Classification**: Class 7 consists of Intercompany Claims against the Debtors.

(b) **Treatment**: The holders of Intercompany Claims shall not receive or retain any property under the Plan on account of such Claims.

(c) **Voting**: Class 7 is Impaired by the Plan. As proponents of the Plan, the holders of Intercompany Claims are conclusively presumed to accept the Plan.

H. Subordinated Claims (Class 8).

(a) **Classification**: Class 8 consists of Subordinated Claims.

(b) **Treatment**: Holders of Allowed Subordinated Claims shall not receive or retain any property under the Plan on account of such Claims.

(c) **Voting**: Class 8 is Impaired by the Plan and the holders of the Subordinated Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The holders of Subordinated Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to the Subordinated Claims.

I. Existing Equity Interests (Class 9).

(a) **Classification**: Class 9 consists of Existing Equity Interests.

(b) **Treatment**: Holders of Existing Equity Interests shall receive no distributions under the Plan, and on the Effective Date, all Existing Equity Interests shall be deemed cancelled.

(c) **Voting**: Class 9 is Impaired by the Plan and the holders of the Existing Equity Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The holders of Existing Equity Interests are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to the Existing Equity Interests.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Joint Chapter 11 Plan.

The Plan is a joint chapter 11 plan for each of the Debtors, with the Plan for each Debtor being non-severable and mutually dependent on the Plan for each other Debtor.

B. Plan Administrator.

(a) The Plan Administrator shall be Brian Bonaviri of MERU.

(b) Subject to Article VI.E of the Plan, and the Plan Administrator Agreement, upon the Effective Date, the Plan Administrator shall have the authority and right on behalf of each of the Debtors and the Winddown Estates, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

1. subject to Bankruptcy Court approval when necessary, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;

2. make distributions to holders of Allowed Claims in accordance with the Plan and the Plan Administrator Agreement;

3. exercise its reasonable business judgment to direct and control the wind down, liquidation, sale and/or abandoning of the remaining Winddown Assets of the Winddown Estates under the Plan and in accordance with applicable law as necessary to maximize distributions to holders of Allowed Claims;

4. exercise its reasonable business judgement to direct and control the dissolution, liquidation, striking off, or similar action to winddown each of the Debtors;

5. prepare, file, and prosecute any necessary filings and/or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described in the Plan and the Plan Administrator Agreement;

6. subject to Bankruptcy Court approval when necessary, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors;

7. make payments to existing retained professionals (consistent with the terms of any Bankruptcy Court order approving such retention and subject to

any applicable Bankruptcy Court approval requirements), as well as other professionals who may be engaged after the Effective Date;

8. retain professionals to assist in performing its duties under the Plan;

9. maintain the books and records and accounts of the Debtors;

10. invest Cash of the Debtors, including any Cash proceeds realized from the liquidation of any assets of the Debtors, including any Causes of Action, and any income earned thereon;

11. incur and pay reasonable and necessary expenses in connection with the performance of duties under the Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator;

12. administer each Debtor's tax obligations, including (i) filing tax returns (including issuing Internal Revenue Service Schedule K-1s, as applicable) and paying tax obligations, (ii) requesting, if necessary, an expedited determination of any unpaid tax liability of each Debtor or its estate under Bankruptcy Code section 505(b) for all taxable periods of such Debtor ending after the Petition Date through the liquidation of such Debtor as determined under applicable tax laws, (iii) causing the Plan Administrator to be designated as the "partnership representative" of the Debtor, in accordance with Section 6223 of the Tax Code and any similar provision under any state or local tax laws and (iv) representing the interest and account of each Debtor or its estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

13. prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors that are required hereunder, by any Governmental Unit or applicable law;

14. pay statutory fees in accordance with Article XIII.A of the Plan; and

15. perform other duties and functions that are consistent with the implementation of the Final DIP Order, the Plan, the Sale Transaction, the Sale Order, and/or the Transition Services Agreement.

(c) Except as otherwise provided herein, on the Effective Date, all Winddown Assets shall vest in the Winddown Estates, free and clear of all Liens, Claims, Interests, charges, or other encumbrances, purchase rights, options or rights of first refusal, unless expressly provided otherwise by the Plan or the Confirmation Order. On and after the Effective Date, the Winddown Estates may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action that constitute Winddown Assets without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(d) The Plan Administrator may take actions in the name of the Winddown Estates or be deemed to be substituted as the party-in-lieu of such Winddown Estates in all matters, including (i) motions and contested matters pending in the Bankruptcy Court, (ii) matters related to the Final DIP Order and the Sale Order; and (iii) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter. The Plan Administrator, on behalf of the Winddown Estates, shall comply with and be bound by all of the Debtors obligations and agreements as of the Effective Date, including but not limited to those obligations and agreements under the Plan, the Asset Purchase Agreement, the Transition Services Agreement, the Final DIP Order, and other orders of the Bankruptcy Court; *provided*, that except as set forth in the Plan and the Plan Administrator Agreement, the Plan Administrator shall no greater rights other than those of the Debtors existing as of the Effective Date.

(e) The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be indemnified by the Winddown Estates to the fullest extent permitted by applicable law from any claims or Causes of Action relating to or arising in connection with the performance of its duties hereunder or under the Plan Administrator Agreement, except for claims and Causes of Action related to any act or omission that is determined by Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence. The Plan Administrator may obtain, at the expense of the Winddown Estates and in accordance with the Plan Administrator Agreement, commercially reasonable liability or other appropriate insurance with respect to the foregoing indemnification obligations. Any such insurance shall be paid solely from the Winddown Assets in accordance with the Winddown Budget. The Plan Administrator may rely upon all written information previously generated by the Debtors. Notwithstanding anything to the contrary contained herein, the Plan Administrator in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Winddown Estates.

(f) The Plan Administrator shall not be required to post any bond or surety or other security for the performance of its duties hereunder unless otherwise ordered by the Bankruptcy Court. In the event that the Plan Administrator is so ordered, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Assets.

(g) All reasonable costs, expenses, and obligations incurred by the Plan Administrator in administering the Plan, the Wind-Down Debtor(s)' Estates, or in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down Assets in accordance with the Winddown Budget and on the terms set forth in the Plan Administrator Agreement. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes imposed on the Winddown Estates) in connection with its duties hereunder and the Plan Administrator Agreement shall be, subject to the Winddown Budget, paid without any further notice to, or action, order, or approval of, the Bankruptcy Court.

C. Corporate Action.

Upon the Effective Date, by virtue of the solicitation of votes in favor of the Plan and entry of the Confirmation Order, all actions contemplated by the Plan (including any action to be undertaken by, as applicable, the Debtors or the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in the Plan involving the corporate structure of the Debtors, including but not limited to any Interest in any of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Interest holders, directors, members, managers, or officers of the Debtors, the Winddown Estates, or the Plan Administrator. On or (as applicable) before the Effective Date, the authorized officers of the Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, instruments, and Debtor's Power of Attorney contemplated by the Plan (or as necessary or desirable to effectuate the transactions contemplated by the Plan). The authorizations and approvals contemplated by this Article V.C shall be effective notwithstanding any requirements under non-bankruptcy law.

D. Effectuating Documents; Further Transactions.

(a) On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan in the name of and on behalf of the Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

(b) The Debtors and the Plan Administrator, as applicable, shall be authorized to implement the Plan in the manner most tax efficient to the Debtors as determined by the Debtors or the Plan Administrator, in their business judgment, given the totality of the circumstances.

E. Withholding and Reporting Requirements.

(a) *Withholding Rights.* In connection with the Plan, any party making any distribution described in the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a distribution pursuant to the Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any party making any distribution pursuant to the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

(b) *Forms.* Any party entitled to receive any property as an issuance or distribution under the Plan shall, upon request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator (which entity shall subsequently deliver to the Plan Administrator any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or (if the payee is a foreign Person) Form W-8. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the holder fails to comply before the date that is 180 calendar days after the request is made, the amount of such distribution shall irrevocably revert to the Winddown Estates and, the holder shall be forever barred from asserting any right to such distribution against any Debtor, the Debtors' Estates and the Winddown Estates.

F. Exemption From Certain Transfer Taxes.

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors, (2) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, or (3) any sale by any Debtor consummated post-Confirmation, and any other transfer from any Entity pursuant to, in contemplation of, or in connection with the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, sales tax, use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local government officials or agents to forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to the Sale Transaction.

G. Preservation of Causes of Action.

Other than Causes of Action against an Entity that are waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Final Order of the Bankruptcy Court, the Debtors expressly reserve any and all such Causes of Action. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Winddown Estates will not pursue any and all available Causes of Action against them.

Except as otherwise provided in the Plan or a Final Order of the Bankruptcy Court, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that each Debtor had immediately prior to the Effective Date on behalf of the Debtor's Estate or itself in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, any affirmative Causes of Action against parties with a relationship with the Debtor, other than the Released Parties.

On and after the Effective Date, subject to the terms of the Plan Administrator Agreement and the Sale Order, the Plan Administrator may pursue such Causes of Action.

Subject to the Sale Order, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator shall retain and shall have, including through its authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent, notice to or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding anything contained herein to the contrary, the settlement of any Claims and Causes of Action which are expressly to be settled by Confirmation of the Plan itself shall be resolved only by Confirmation of the Plan itself.

H. Closing of the Chapter 11 Cases.

After the Chapter 11 Cases of the Debtors have been fully administered, the Plan Administrator shall promptly seek authority from the Bankruptcy Court to close the Debtors' Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Nothing in the Plan shall authorize the closing of any case *nunc pro tunc* to a date that precedes the date any such order is entered. Any request for *nunc pro tunc* relief shall be made on motion served on the U.S. Trustee, and the Bankruptcy Court shall rule on such request after notice and a hearing.

I. Notice of Effective Date.

As soon as practicable, but not later than three (3) Business Days following the Effective Date, the Debtors or the Plan Administrator shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court.

ARTICLE VI.

CORPORATE GOVERNANCE

A. Corporate Form.

On the Effective Date, the corporate form of the Debtors shall be as it was immediately prior to the Effective Date.

B. Post-Effective Date Governance of the Debtors.

Effective as of immediately prior to the Effective Date, automatically and without further action, each existing member of the board of managers of the Debtors will be deemed to have resigned or will be deemed to have been terminated. On and after the Effective Date, but subject to the terms of the Plan Administrator Agreement, (a) the Plan Administrator, in substitution for the management and the board of managers of the Debtors, shall be authorized and empowered, without action of the Debtors' respective members, or boards of managers, or managers (if any), to take any and all such actions as the Plan Administrator may determine are necessary or appropriate in the Plan Administrator's business judgment to implement, effectuate, consummate and perform any and all actions, documents, or transactions contemplated by the Plan or the Confirmation Order as reasonably required to implement the Plan and the wind up the Debtors, and (b) the Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to the board of managers of the Debtors existing immediately prior to the Effective Date. Prior to the Effective Date, one or more of the Debtors may provide the Plan Administrator with one or more Debtor's Power of Attorney. On and after the Effective Date, the Plan Administrator shall elect such additional managers and officers as the Plan Administrator deems necessary to implement the Plan and the actions contemplated in the Plan. The Plan Administrator shall also have the power to act by written consent to remove any managers or officer at any time with or without cause.

C. Corporate Existence.

On and after the Effective Date, the Plan Administrator shall take commercially reasonable actions as required, consistent with applicable non-bankruptcy law and consistent with the implementation of the Plan, and when appropriate in the discretion of the Plan Administrator, to dissolve, liquidate, strike off or take such other similar action with respect to each Debtor (including the cancellation of all Interests in a Debtor pursuant to the Plan and Confirmation Order) and complete the winding down of such Debtor as expeditiously as practicable without the necessity for any other or further actions to be taken by or on behalf of such Debtor or its shareholders or any payments to be made in connection therewith subject to the filing of a certificate of dissolution with the appropriate governmental authorities or complying with the laws and procedures governing the winding down of any such Debtor; provided, however, that the foregoing does not limit the Plan Administrator's ability to otherwise abandon an Interest in a Debtor or to transfer any Interest in a Debtor, including any Existing Equity Interest, into the Winddown Estates. The Plan Administrator may, to the extent required by applicable non-bankruptcy law, maintain a Debtor as a limited liability company in good standing until such time as all aspects of the Plan pertaining to such Debtor and the winding down of such Debtor is complete.

D. Certificates of Formation and By-Laws.

As of the Effective Date, the certificates of formation, operating agreements, by-laws, and any other organizational document, of the Debtors shall be amended to the extent necessary to carry out the provisions of the Plan.

E. Wind Down.

(a) After the Effective Date, pursuant to the Plan and the Plan Administrator Agreement, the Plan Administrator shall, as soon as practicable, commence steps to cause each Debtor to winddown, sell, and otherwise liquidate or abandon its assets, which steps shall be undertaken in a commercially reasonable manner and as expeditiously as practicable.

(b) The Winddown Estates shall consist of the Winddown Assets. Such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting or other similar tax to which the exemption under section 1146 of the Bankruptcy Code applies. Any distribution of the Winddown Assets shall be made in accordance with the Recovery Waterfall.

(c) The Plan Administrator shall distribute the Recovery Proceeds to the holders of Allowed Claims and Interests, in accordance with the Recovery Waterfall, less such amounts that may be reasonably necessary to (a) meet contingent liabilities and to maintain the value of the Winddown Assets during liquidation, (b) pay reasonably incurred or anticipated expenses (including, without limitation, any taxes imposed on or payable by the Debtors or in respect of the Winddown Assets), or (c) satisfy other liabilities incurred or anticipated by the Winddown Estates in accordance with the Plan or Plan Administrator Agreement; *provided*, *however*, that the Plan Administrator shall not be required to make a Distribution pursuant to this Article VI.E.c of the Plan if the Plan Administrator determines that the expense associated with making the Distribution would likely utilize a substantial portion of the amount to be distributed, thus making the Distribution impracticable.

(d) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by a Plan Administrator of a private letter ruling if such Plan Administrator so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by such Plan Administrator), the Plan Administrator (i) may timely elect to treat any Winddown Assets allocable to Disputed Claims as a "disputed ownership fund" governed by Treas. Reg. § 1.468B-9, and (ii) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the Plan Administrator, and the Debtors) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(e) Upon a certification to be filed with the Bankruptcy Court by the Plan Administrator that all distributions have been made under the Plan and the Plan Administrator Agreement, or the Plan Administrator determines, in its sole discretion, that the administration of any remaining Winddown Assets is not likely to yield sufficient additional Recovery Proceeds to justify further pursuit, and the completion of the Plan Administrator's duties under the Plan, and entry of a final decree closing the last of the Chapter 11 Cases, the Winddown Estates shall be discharged or dissolved without any further action by the Plan Administrator or the Winddown Estates, including the filing of any documentation with the secretary of state for the states in which the Debtors are formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Debtors in and withdraw the Debtors from the applicable state(s). The filing by the Plan Administrator of any of the Debtors' certificates of dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, board of directors, or board of managers of any of the Debtors or any of their Affiliates.

(f) If at any time a Plan Administrator determines, in reliance upon such professionals as a Plan Administrator may retain, that the expense of administering the Winddown Estates so as to make a final distribution of Recovery Proceeds is likely to exceed the value of the assets remaining in the Winddown Estates, the Plan Administrator may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Winddown Estates, (ii) donate any balance to one or more of the following organizations (each of which qualifies as an I.R.C. § 501(c)(3) tax-exempt organization), (y) the Bankruptcy Bar Foundation of the Bankruptcy Bar Association of the Southern District of Florida, or (z) The Eleanor R. Cristol and Judge A. Jay Cristol Bankruptcy Pro Bono Assistance Clinic at the University of Miami School of Law, and (iii) dissolve the Winddown Estates.

ARTICLE VII.

DISTRIBUTIONS

A. Distributions Generally.

On or after the Effective Date, the Plan Administrator shall make distributions only in accordance with the terms of the Plan, the Confirmation Order and the Plan Administrator Agreement to holders of Allowed Claims, net of any reserve(s) for Disputed Claims, and only to the extent that the Winddown Estates have sufficient Winddown Assets (or income and/or proceeds realized from Winddown Assets) to make such payments in accordance with and to the extent provided for in the Plan, the Confirmation Order and the Plan Administrator Agreement. The Plan Administrator may withhold from amounts distributable to any Person any and all amounts, determined by the Plan Administrator in its reasonable discretion, to be required by any law, regulation, rule, ruling, directive, or other governmental requirement.

B. Distribution Record Date.

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors, the Plan Administrator or their respective agents, shall be deemed closed for purposes of determining whether a holder of such a Claim or Interest is a record holder entitled to distributions under the Plan, and there shall be no further changes in the record of holders of any of the Claims or Interests. The Debtors or the Plan Administrator shall have no obligation to recognize any transfer of the Claims or Interests occurring on or after the Distribution Record Date.

C. Date of Distributions.

Except as otherwise provided in the Plan, the Debtors or the Plan Administrator, as applicable shall make the Initial Distribution to holders of Allowed Claims no later than the Initial Distribution Date and thereafter, the Plan Administrator shall from time to time determine the subsequent Distribution Dates, if any. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

D. Reserve on Account of Disputed Claims.

The Plan Administrator shall reserve an amount sufficient to pay holders of Disputed Claims the amount such holders would be entitled to receive under the Plan if such Claims were to become Allowed Claims. In the event the holders of Allowed Claims have not received payment in full on account of their Claims after the resolution of all Disputed Claims, then the Plan Administrator shall make a final distribution to all holders of Allowed Claims.

Notwithstanding anything to the contrary in the Plan, no holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any interest accruing on such Administrative Expense Claim that is actually payable in accordance with the Plan.

E. Delivery of Distributions & Unclaimed Property.

Subject to Bankruptcy Rule 9010, distributions to any holder or permitted designee of an Allowed Claim shall be made by the Plan Administrator who shall transmit such distribution to the applicable holders or permitted designees of Allowed Claims on behalf of the Debtors or the Winddown Estates. With respect to holders of Allowed: (i) First Lien Credit Agreement Claims, the Plan Administrator shall make any distributions to the First Lien Agent; (ii) Second Lien Credit Agreement Claims, the Plan Administrator shall make any distributions to the Second Lien Noteholder Representative; and (iii) Unsecured Note Claims, the Plan Administrator shall make any distributions to the Unsecured Noteholder Representative.

In the event that any distribution to any holder is returned as undeliverable or is otherwise unclaimed, no further distribution to such holder shall be made unless and until the Plan Administrator is notified in writing of such holder's or permitted designee's, as applicable, then-current address, at which time all currently-due, missed distributions shall be made to such holder as soon as reasonably practicable thereafter without interest; *provided, however*, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of three (3) months from the applicable Distribution Date. After such date, all unclaimed property or interests in property shall revert (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary) to the Winddown Estates automatically and without need for a further order by the Bankruptcy Court for distribution in accordance with the Plan and the Claim of any such holder to such property or interest in such property shall be released, settled, compromised, and forever barred. Nothing herein shall require the Winddown Estates to attempt to locate holders or permitted designees, as applicable, of undeliverable distributions and, if located, to assist in any way such holders or permitted designees, as applicable. Notwithstanding any provisions in the Plan to the contrary, all distributions to holders of Claims shall be deemed completed, and the obligations of the Winddown Estates to make such distributions under the Plan and the Plan Administrator Agreement shall be deemed satisfied, when made by the Winddown Estates.

F. Manner of Distribution.

At the option of the Debtors or the Plan Administrator, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors. The wire transfer fee will be deducted from the amount of the distribution that a holder of an Allowed Claim or Interest would otherwise receive.

In order to receive a distribution under the Plan, a holder of an Allowed Claim must submit to the Plan Administrator both (a) the applicable Form W-9, or if the payee is a foreign person, Form W-8, and (b) a form certifying that neither the holder nor, to the best of their knowledge, any Person or Entity for whom they may be acting or who may be the beneficial owner of a Claim or Interest that is in their name or control is a person or entity with whom it is illegal for a U.S. Person to transact under (i) the Office of Foreign Assets Control sanctions regulations, or (ii) the list of Specially Designated Nationals and Blocked Persons. Unless the Plan Administrator receives original, properly completed copies of each form with an amount of time sufficient, in the Plan Administrator's sole discretion (as applicable), to process in advance of a scheduled Distribution Date, the holder of an Allowed Claim that would otherwise be entitled to a Distribution shall not receive any Distribution on the applicable Distribution Date.

G. No Postpetition Interest on Claims.

Except as otherwise specifically provided for in the Plan, the Confirmation Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

H. Time Bar to Cash Payments.

Checks issued by the Winddown Estates in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Thereafter, the amount represented by such voided check shall irrevocably revert to the Winddown Estates, notwithstanding any federal or state escheat laws to the contrary, and the Person to whom such voided check was issued shall be forever barred from asserting any right to the amount represented by such voided check against any Debtor, the Debtors' Estates and the Winddown Estates. Requests for re-issuance of any check shall be made to the Plan Administrator by the holder of the Allowed Claim to whom such check was originally issued.

I. Satisfaction of Claims.

Except as otherwise specifically provided in the Plan, distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in partial satisfaction for such Allowed Claims to the extent of such distribution and/or delivery.

J. Minimum Cash Distributions.

The Winddown Estates shall not be required to make any payment to any holder of an Allowed Claim on any Distribution Date of Cash less than $100.00; *provided that*, if any distribution is not made pursuant to this Article VII.J of the Plan, such distribution shall be added to any subsequent distribution to be made on behalf of such holder's Allowed Claim. If either (i) all Allowed Claims (other than those whose distributions are deemed undeliverable under the Plan) have been paid in full or (ii) the amount of any final distributions to holders of Allowed Claims would be $100.00 or less and the aggregate amount of Cash available for distributions to holders of Allowed General Unsecured Claims is less than $25,000.00, then no further distribution shall be made by the Plan Administrator and any surplus Cash shall be donated and distributed to one or more of the following organizations (each of which qualifies as a tax-exempt organization under Section 501(c)(3) of the Tax Code), (i) the Bankruptcy Bar Foundation of the Bankruptcy Bar Association of the Southern District of Florida, or (ii) The Eleanor R. Cristol and Judge A. Jay Cristol Bankruptcy Pro Bono Assistance Clinic at the University of Miami School of Law.

K. Setoffs and Recoupments.

The Debtors and the Winddown Estates, as applicable, may, but shall not be required to, set off or recoup against any Claim, any claims of any nature whatsoever that the Debtors or the Plan Administrator, as applicable, may have against the holder of such Claim; *provided that*, neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Plan Administrator, as applicable, of any such claim the Debtors or the Plan Administrator may have against the holder of such Claim.

L. Distributions After Effective Date.

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

M. Allocation of Distributions Between Principal and Interest.

Except as otherwise provided in the Plan, to the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the principal amount (as determined for U.S. federal income tax purposes) of the Claim first, and then to accrued but unpaid interest through the Petition Date.

N. Payment of Disputed Claims.

As Disputed Claims are resolved pursuant to Article VIII.E of the Plan, the Plan Administrator shall make distributions on account of such Disputed Claims as if such Disputed Claims were Allowed Claims as of the Effective Date. Such distributions shall be made on the first Distribution Date that is at least forty-five (45) calendar days after the date on which a Disputed Claim becomes an Allowed Claim, or on an earlier date selected by the Plan Administrator in the Plan Administrator's sole discretion. No holder of a Disputed Claim shall have any Claim against the Winddown Estates, the Debtors or the Estates with respect to such Claim until such Disputed Claim becomes an Allowed Claim, and no holder of a Disputed Claim shall have any right to interest, dividends, or other distributions on account of such Disputed Claim except as provided in the Plan.

ARTICLE VIII.

PROCEDURES FOR DISPUTED CLAIMS

A. Allowance of Claims.

On and after the Effective Date, and subject to any order of the Bankruptcy Court, the Plan Administrator shall be entitled to reconcile, object to, or settle Claims filed against the Debtors. On and after the Effective Date, the Plan Administrator shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order and the Final DIP Order, in the Chapter 11 Cases allowing such Claim.

B. Objections to Claims.

On and after the Effective Date, objections to, and requests for estimation of, Claims against the Debtors may be interposed and prosecuted only by the Plan Administrator following consultation with the First Lien Agent. Such objections and requests for estimation shall be served and filed (i) on or before the seventy-fifth (75th) calendar day following the later of (a) the Effective Date and (b) the date that a proof of Claim is properly filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim or (ii) such later date as ordered by the Bankruptcy Court upon a motion filed by the Plan Administrator.

C. Estimation of Claims.

The Plan Administrator may determine, resolve and otherwise adjudicate all contingent, unliquidated, and Disputed Claims in the Bankruptcy Court. The Plan Administrator may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Plan Administrator previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors or the Plan Administrator, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. No Distributions Pending Allowance.

If an objection to a Claim is filed as set forth in Article VIII.B of the Plan, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

E. Resolution of Claims.

Except as otherwise provided in the Plan, the Confirmation Order or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Plan Administrator shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Claims, Disputed Claims, rights, Causes of Action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any Person, without the approval of the Bankruptcy Court. The Plan Administrator or its successor may pursue such retained Claims, rights, Causes of Action, suits or proceedings, as appropriate, in accordance with the best interests of the Debtors.

F. Disallowed Claims.

All Claims held by persons or entities against whom or which any of the Debtors or the Plan Administrator has commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549 and/or 550 of the Bankruptcy Code shall be deemed "disallowed" Claims pursuant to section 502(d) of the Bankruptcy Code and holders of such Claims shall not be entitled to vote to accept or reject the Plan. Claims that are deemed disallowed pursuant to this Article VIII.F shall continue to be disallowed for all purposes until the avoidance action against such party has been settled or resolved by Final Order and any sums due to the Debtors or the Plan Administrator from such party have been paid.

G. Claims Paid and Payable by Third Parties.

A Claim shall be disallowed without an objection thereto having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full in Cash on account of such Claim from a party that is not the Debtors or the Plan Administrator. To the extent that a holder of a Claim has already received any payment on account of such Claim from a party that is not a Debtor or the Plan Administrator, the Debtors or the Plan Administrator may adjust the distribution to such holder of a Claim to account for such payment the holder of a Claim received from the third party.

H. Amendments to Proofs of Claim.

On or after the Effective Date, unless otherwise authorized by the Confirmation Order or other Final Order of the Bankruptcy Court, a Proof of Claim may not be filed or amended without the prior written consent of the Plan Administrator, and any such underlying filed Proof of Claim, prior to any such amendment as authorized by this Article VIII.H, shall be deemed disallowed in full and expunged without any further notice to, or action, order, or approval of, the Bankruptcy Court, to the maximum extent provided by applicable law.

ARTICLE IX.

EXECUTORY CONTRACTS

A. Rejection of Executory Contracts.

On the Effective Date, except as otherwise provided in the Plan, each Executory Contract not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract: (i) is identified for assumption in the Plan Supplement; (ii) as of the Effective Date is subject to a pending motion to assume such Executory Contract; (iii) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; or (iv) is a D&O Policy.

B. Cure of Defaults for Assumed Executory Contracts.

Any Cure due under each Executory Contract to be assumed pursuant to the Plan or the Asset Purchase Agreement shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment in Cash on the Effective Date, subject to the limitation described below, by the Debtors or the Plan Administrator, as applicable, or on such other terms as the parties to such Executory Contracts may otherwise agree.

In the event of a dispute regarding (i) the amount of the Cure; (ii) the ability of the Debtors or any other applicable assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract; or (iii) any other matter pertaining to assumption or assumption and assignment (as applicable), the obligations of section 365 of the Bankruptcy Code shall be deemed satisfied following the entry of a Final Order or orders resolving the dispute and approving the assumption or assumption and assignment (as applicable); *provided, however*, that the Debtors or the Plan Administrator, as applicable, may settle any dispute regarding the amount of any Cure without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

Assumption of any Executory Contract pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any defaults, subject to satisfaction of the Cure, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract at any time before the Effective Date of such assumption and/or assignment.

C. Claims Based Upon Rejection of Executory Contracts.

Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts pursuant to the Plan, must be filed with the Bankruptcy Court and served on the Plan Administrator no later than thirty (30) calendar days after the Effective Date. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts shall be classified as General Unsecured Claims, except as otherwise provided by order of the Bankruptcy Court.

Any Claims arising from the rejection of an Executory Contract not filed with the Bankruptcy Court and served on the Plan Administrator on or before the latter of either (i) 30 days after the entry of the Confirmation Order, or (ii) 30 days after the effective date of the rejection of the contract or lease, will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Debtors' Estates, the Winddown Estates, or the property of any of the foregoing without the need for any objection by the Winddown Estates or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of such Executory Contract shall be deemed fully compromised, settled, and released, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.

D. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each assumed Executory Contract shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract, and all Executory Contracts related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract, or the validity, priority, or amount of any Claims that may arise in connection therewith.

E. Insurance Policies.

Notwithstanding anything to the contrary in the Plan, any D&O Policies to which the Debtors are a party as of the Effective Date, shall be deemed executory and shall be assumed by the Debtors on behalf of the applicable Debtor effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such insurance policy previously was assumed and assigned under the Asset Purchase Agreement, was rejected by the Debtors pursuant to a Final Order of the Bankruptcy Court, or is the subject of a motion to reject pending on the Effective Date, and coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of "Insured" in the D&O Policy.

In addition, on and after the Effective Date, all officers, directors, agents, or employees who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any D&O Policy in effect or purchased as of the Effective Date for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions on or after the Effective Date, in each case, to the extent set forth in such policies.

F. Survival of Debtors' Indemnification Obligations.

Subject to the applicable limits in the Debtors' D&O Policies, to the fullest extent permitted by applicable law, any obligations of the Debtors pursuant to their corporate charters, by-laws, limited liability company agreements, memorandum and articles of association, or other organizational documents and agreements to indemnify current and former (limited solely to those individuals who are receiving the benefit of the releases in Article XI) officers, directors, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, agents, or employees based upon any act or omission for or on behalf of the Debtors shall not be discharged, impaired, or otherwise affected by the Plan; *provided that*, notwithstanding anything herein, the Debtors shall not indemnify officers, directors, agents, or employees of the Debtors for any claims or Causes of Action arising out of or relating to any act or omission (i) that is a criminal act unless such officer, director, agent, or employee had no reasonable cause to believe its conduct was unlawful; (ii) that is determined by a Final Order to be the result of fraud, gross negligence, or willful misconduct; or (iii) for any other acts or omissions that are excluded under the terms of the foregoing organizational documents. All such obligations, unless otherwise described in (i)-(iv) above, shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan unless such obligation previously was assumed and assigned under the Asset Purchase Agreement, was rejected by the Debtors pursuant to a Final Order of the Bankruptcy Court, or is the subject of a motion to reject pending on the Effective Date.

G. Reservation of Rights.

Neither the exclusion nor inclusion of any contract or lease by the Debtors on any exhibit, schedule, or annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, will constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or that the Debtors or the Estates have any liability thereunder. Except as otherwise provided in the Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Causes of Action, or other rights of the Debtors and the Winddown Estates under any executory or non-executory contract or any unexpired or expired lease. Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors, as applicable, under any executory or non-executory contract or any unexpired or expired lease.

ARTICLE X.

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions Precedent to the Effective Date.

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

(a) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not be subject to any stay, modification, vacation on appeal, and shall have become a Final Order;

(b) the Bankruptcy Court shall have entered the Confirmation Order, the Confirmation Date shall have occurred and the Confirmation Order shall not be subject to any stay, modification, vacation on appeal, and shall have become a Final Order;

(c) the Plan Supplement and all of the Schedules, documents, and exhibits contained therein, and all other relevant schedules, documents, supplements and exhibits to the Plan, shall have been filed with the Bankruptcy Court and shall be acceptable to the relevant persons in accordance with the applicable consent and approval rights provided in the Plan; and

(d) all actions, documents, and agreements necessary to implement and consummate the Plan, and the other transactions and other matters contemplated in the Plan, shall have been effected or executed.

B. Waiver of Conditions Precedent.

Each of the conditions precedent in Article X.A of the Plan may be modified or waived by the Debtors and without notice to or authorization of the Bankruptcy Court.

C. Effect of Failure of Conditions to Effective Date.

If the conditions listed in Article X.A of the Plan are not satisfied on or before the first Business Day that is more than ninety (90) calendar days after the date on which the Confirmation Order is entered or by such later date as set forth by the Debtors in a notice filed with the Bankruptcy Court prior to the expiration of such period, upon filing a notice with the Bankruptcy Court, the Debtors may deem the Plan null and void in all respects and in such a case, nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtor; (ii) prejudice in any manner the rights of any Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Entity.

ARTICLE XI.

EFFECT OF CONFIRMATION AND RELATED PROVISIONS

A. Vesting of Assets.

On the Effective Date, pursuant to section 1141(b) of the Bankruptcy Code, all property of the Estates shall vest in the Winddown Estates, except as provided pursuant to the Plan and the Confirmation Order. On and after the Effective Date, the Winddown Estates may take any action, including, without limitation, the operation of its businesses; the use, acquisition, sale, lease and disposition of property; and the entry into transactions, agreements, understandings, or arrangements, whether in or other than in the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers or otherwise in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there was no pending case under any chapter or provision of the Bankruptcy Code, except as expressly provided herein. Without limiting the foregoing, the Winddown Estates may pay the charges that the Winddown Estates incurs on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

B. Release of Liens.

Except as otherwise provided in the Sale Order, Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Winddown Estates.

C. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Winddown Estates reserves the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

D. Binding Effect.

As of the Effective Date, the Plan shall bind all holders of Claims against and Interests in the Debtor and their respective successors and assigns, notwithstanding whether any such holders were (i) Impaired or Unimpaired under the Plan; (ii) deemed to accept or reject the Plan; (iii) failed to vote to accept or reject the Plan; or (iv) voted to reject the Plan.

E. Final DIP Order/Sale Order.

Nothing contained in the Plan, the Disclosure Statement, or the Confirmation Order, constitutes or shall be construed to be inconsistent with the terms of the Final DIP Order, Sale Order, or any modification or amendment to the Sale Order.

F. Asset Purchase Agreement/Transition Services Agreement.

Nothing contained in the Plan, the Disclosure Statement, or the Confirmation Order, constitutes or shall be construed to be inconsistent with the terms of the Asset Purchase Agreement or Transition Services Agreement or any modification or amendment to the Asset Purchase Agreement or Transition Services Agreement.

G. Term of Injunctions or Stays.

Unless otherwise provided in the Plan, the Confirmation Order, or in a Final Order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

H. Compromise and Settlement.

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims and Interests (other than Causes of Action that have not been waived, relinquished, exculpated, released, compromised or settled in the Plan or by Final Order of the Bankruptcy Court). The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all Claims and Interests (other than Causes of Action that have not been waived, relinquished, exculpated, released, compromised or settled in the Plan by Final Order of the Bankruptcy Court), as well as a finding by the Bankruptcy Court that such compromises or settlements are fair, equitable, reasonable and in the best interests of the Debtors, the Estates and holders of Claims and Interests.

I. Satisfaction of Claims and Termination of Interests

Except as otherwise specifically provided in the Plan or in a contract, instrument, or other agreement or document executed pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right, or interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has voted to accept the Plan. Any default or "event of default" by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date with respect to a Claim that is Unimpaired by the Plan.

J. Mutual Release.

AS OF THE EFFECTIVE DATE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE FINAL DIP ORDER OR THE SALE ORDER, AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASED PARTY IS DEEMED RELEASED BY EACH OTHER RELEASED PARTY, THE WINDDOWN ESTATES, AND ANY PERSON OR ENTITY, SEEKING TO EXERCISE THE RIGHTS OF THE DEBTORS OR THEIR ESTATES AND THEIR RESPECTIVE PROPERTY (AND EACH SUCH RELEASED PARTY SHALL BE DEEMED RELEASED BY EACH DEBTOR AND ITS ESTATE AND ITS RESPECTIVE PROPERTY) (THE "<u>MUTUAL RELEASE</u>") FROM ANY AND ALL CLAIMS,

OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, REMEDIES, CAUSES OF ACTION, RIGHTS OF SETOFF, OTHER RIGHTS, AND LIABILITIES WHATSOEVER, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, AVOIDANCE ACTIONS, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR THAT COULD POSSIBLY HAVE BEEN ASSERTED DIRECTLY OR INDIRECTLY, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, AND ANY AND ALL CAUSES OF ACTION ASSERTED OR THAT COULD POSSIBLY HAVE BEEN ASSERTED, BASED ON OR IN ANY WAY RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THEIR ESTATES OR THEIR AFFILIATES, THE CONDUCT OF THE DEBTORS' BUSINESS, THE FORMULATION, PREPARATION, SOLICITATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE FIRST LIEN CREDIT AGREEMENT, THE DIP LOAN AGREEMENT, THE ASSET PURCHASE AGREEMENT, THE DISCLOSURE STATEMENT OR THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH OR PURSUANT TO, THE DIP LOAN AGREEMENT, THE FIRST LIEN CREDIT AGREEMENT, THE UNSECURED NOTE AGREEMENT, THE ASSET PURCHASE AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PREPARATION, FILING AND PROSECUTION OF THE CHAPTER 11 CASES, THE PURSUIT OF CONSUMMATION OF THE PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS, THEIR ESTATES OR THEIR AFFILIATES, ON THE ONE HAND, AND ANY OTHER RELEASED PARTY, ON THE OTHER HAND, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE BEFORE THE CONFIRMATION DATE; <u>PROVIDED</u>, <u>HOWEVER</u>, THAT THE RELEASES SET FORTH IN THIS <u>ARTICLE XI.J</u> SHALL NOT OPERATE TO WAIVE OR RELEASE ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTORS OR THEIR RESPECTIVE CHAPTER 11 ESTATES AGAINST A RELEASED PARTY ARISING UNDER ANY CONTRACTUAL OBLIGATION OWED TO THE DEBTORS THAT IS ENTERED INTO OR ASSUMED PURSUANT TO THE PLAN; <u>PROVIDED</u>, <u>FURTHER HOWEVER</u>, THAT THE RELEASES SET FORTH IN THIS <u>ARTICLE XI.J</u> SHALL NOT RELEASE ANY PERSON OR ENTITY, FROM ANY CLAIMS RESULTING FROM AN ACT OR OMISSION DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, PROVIDED THAT EACH SUCH RELEASED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, ITS ACTIONS OR INACTIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING OR ANY OTHER PROVISION OF THE PLAN, THE MUTUAL RELEASE DOES NOT (I) RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE SALE ORDER, THE SALE TRANSACTION, THE

ASSET PURCHASE AGREEMENT, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, (II) AFFECT THE RIGHTS OF HOLDERS OF ALLOWED CLAIMS AND INTERESTS TO RECEIVE DISTRIBUTIONS UNDER THE PLAN, (III) RELEASE ANY CAUSES OF ACTION PRESERVED BY THE PLAN OR THE PLAN SUPPLEMENT, AND/OR (IV) AFFECT THE RIGHTS OF THE DEBTORS OR THE PLAN ADMINISTRATOR TO ENFORCE THE PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED PURSUANT TO THE PLAN OR ASSUMED PURSUANT TO FINAL ORDER OF THE BANKRUPTCY COURT.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE MUTUAL RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE MUTUAL RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE MUTUAL RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS' ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND THE OPPORTUNITY FOR A HEARING; AND (6) A BAR TO ANY OF THE DEBTORS' ESTATES, OR THE PLAN ADMINISTRATOR, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE MUTUAL RELEASE.

K. Exculpation.

TO THE EXTENT PERMITTED BY SECTION 1125(E) OF THE BANKRUPTCY CODE, NOTWITHSTANDING ANYTHING IN THE PLAN TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY IS HEREBY RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, REMEDY, LOSS, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE PREPARATION FOR, AND ADMINISTRATION OF, THE CHAPTER 11 CASES; THE NEGOTIATION, FORMULATION, PREPARATION, AND PURSUIT OF THE DIP LOAN AGREEMENT, THE ASSET PURCHASE AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, AND THE SOLICITATION OF VOTES FOR, AND CONFIRMATION OF, THE PLAN; THE FUNDING AND CONSUMMATION OF THE PLAN, AND ANY RELATED AGREEMENTS, INSTRUMENTS, AND OTHER DOCUMENTS (IN EACH CASE IN FURTHERANCE OF THE FOREGOING); THE MAKING OF DISTRIBUTIONS UNDER THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; NEGOTIATIONS REGARDING OR CONCERNING ANY OF THE FOREGOING, OR THE ADMINISTRATION OF THE PLAN OR PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; <u>PROVIDED</u>, <u>HOWEVER</u>, THAT THE

EXCULPATION SET FORTH IN THIS ARTICLE XI.K SHALL NOT RELEASE ANY PERSON OR ENTITY FROM CLAIMS RESULTING FROM AN ACT OR OMISSION DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, PROVIDED THAT EACH SUCH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, ITS ACTIONS OR INACTIONS; PROVIDED FURTHER, HOWEVER, NOTHING IN THE PLAN SHALL LIMIT THE LIABILITY OF ATTORNEYS TO THEIR RESPECTIVE CLIENTS PURSUANT TO RULE 4-1.8(H) OF THE FLORIDA RULES OF PROFESSIONAL CONDUCT. THIS EXCULPATION SHALL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

L. Injunction.

On and after the Effective Date through and until the date upon which all remaining tangible and intangible property vested in the Winddown Estates has been liquidated and distributed to creditors or otherwise in accordance with the terms of the Plan, the Confirmation Order and the Plan Administrator Agreement, and the Plan and the Winddown Estates have been fully administered, subject to further extension or reduction by motion on notice, with all parties' rights with respect to such extension or reduction reserved, all Persons and Entities other than the Winddown Estates and the Plan Administrator are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any claim, debt, right, or Cause of Action of the Debtors for which a Debtor retains sole and exclusive authority to pursue in accordance with the Plan.

Except as provided herein, on and after the Effective Date through and until the date upon which all remaining tangible and intangible property vested in the Winddown Estates has been liquidated and distributed to creditors or otherwise in accordance with the terms of the Plan, the Confirmation Order and the Plan Administrator Agreement, and the Plan and the Winddown Estates have been fully administered, subject to further extension or reduction by motion on notice, with all parties' rights with respect to such extension or reduction reserved, all Persons and Entities shall be enjoined from commencing or continuing any judicial or administrative proceeding, employing any process, or taking any action whatsoever against the Debtors, the Estates, the Winddown Estates, or the Plan Administrator that interferes with the consummation and implementation of the Plan, including the transfers, payments and distributions to be made in accordance with the Plan. For the avoidance of doubt nothing in this Article XI.L shall act as a release of any claims or Causes of Action; *provided*, *however*, the Bankruptcy Court shall retain the authority, after notice and hearing, to lift the injunction set forth in this Article XI.L (to the extent necessary) upon request from any Person who holds a claim or Cause of Action not released, waived or otherwise satisfied under the Plan.

M. Other Limitations of Releases and Exculpation; Florida Rules of Professional Conduct.

Nothing in this Article XI.M shall (i) be construed to release or exculpate any person from, or require indemnification of any Person against losses arising from, the fraud, malpractice, criminal conduct, intentional unauthorized misuse of confidential information that causes damages, or ultra vires acts of such Person, or (ii) limit the liability of the professionals of any of the Debtors or the Plan Administrator, to their respective clients under Rule 4-1.8(h) of the Florida Rules of Professional Conduct ("Limiting Liability for Malpractice").

N. Protection Against Discriminatory Treatment

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Debtors or another Entity with whom the Debtors have been associated, solely because the Debtors have been debtors under chapter 11 of the Bankruptcy Code, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases), or have not paid a debt that is dischargeable in the Chapter 11 Cases.

ARTICLE XII.

RETENTION OF JURISDICTION

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

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

(b) to determine any motion, adversary proceeding, application, contested matter, or other litigated matter pending on or commenced after the Confirmation Date;

(c) to ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

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

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

(f) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the

Consummation, implementation or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) to hear and determine all applications under sections 330, 331, and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred before the Confirmation Date (e.g., Fee Claims);

(i) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, the Asset Purchase Agreement, the Transition Services Agreement, or any agreement, instrument, or other document governing or relating to any of the foregoing;

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

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

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

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

(n) to adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;

(o) to adjudicate any and all disputes arising from or relating to distributions under the Plan;

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

(q) to enter a final decree closing the Chapter 11 Cases;

(r) to enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings previously entered or approved by the Bankruptcy Court;

(s) to recover all assets of the Debtors and property of the Debtors' Estates, wherever located; and

(t) to hear and determine any rights, Claims or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees.

On the Effective Date and thereafter as may be required, the Plan Administrator shall pay in full in Cash all fees incurred pursuant to § 1930 of title 28 of the United States Code, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for each Debtor's case; *provided, however*, that after the Effective Date such fees shall only be payable until such time as a final decree is entered closing the Chapter 11 Cases, a Final Order converting such cases to cases under chapter 7 of the Bankruptcy Code is entered or a Final Order dismissing the Chapter 11 Cases is entered.

B. Post-Confirmation Reporting.

After the Effective Date, in accordance with guidelines established by the United States Trustee, the Plan Administrator will file quarterly operating reports with the Bankruptcy Court.

C. Request for Expedited Determination of Taxes.

The Debtors or the Plan Administrator, as applicable, shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the liquidation of the Debtors as determined under applicable tax laws.

D. Substantial Consummation.

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

E. Amendments.

Plan Modifications. The Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code, and after entry of the Confirmation Order, the Debtors may, upon order of the Bankruptcy Court, amend, modify or supplement the Plan in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, in each case without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date and prior to substantial consummation of the Plan, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to the Plan, the Debtors or the Plan Administrator (as applicable), without the need for Bankruptcy Court approval, may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented

Other Amendments. Before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan and any of the documents prepared in connection herewith without further order or approval of the Bankruptcy Court.

F. Revocation or Withdrawal of the Plan.

The Debtors reserve the right to revoke or withdraw the Plan, including the right to revoke or withdraw the Plan for any Debtor or all Debtors, prior to the conclusion of the Confirmation Hearing. If the Debtors revoke or withdraw the Plan, or if Confirmation or the occurrence of the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts affected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors, the Debtors' Estates, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors, the Debtors' Estates, or any other Entity.

G. Severability of Plan Provisions Upon Confirmation.

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Plan Administrator (as the case may be); and (3) non-severable and mutually dependent.

H. Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto provides otherwise, the rights, duties and obligations arising under the

Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof; *provided*, that corporate or entity governance matters relating to any Debtor shall be covered by the laws of the state of incorporation or organization of the applicable Debtor.

I. Time.

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

J. Additional Documents.

On or before the Effective Date, the Debtors may issue, execute, deliver and file with the Bankruptcy Court or record, as applicable, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Plan Administrator, and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

K. Dates of Actions to Implement the Plan.

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

L. Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns, including, without limitation, the Winddown Estates. For the avoidance of doubt, confirmation of the Plan does not provide the Debtors with a discharge under section 1141 of the Bankruptcy Code because the Debtors and their Estates will be wound down in accordance with the Plan

M. Deemed Acts.

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Plan and the Confirmation Order.

N. Successor and Assigns.

The rights, benefits and obligations of any Person or Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or permitted assign, if any, of each Entity.

O. Solicitation of the Plan.

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have previously solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation; and (b) the Debtors and each of their respective directors, officers, managers, members, shareholders, representatives, principals, employees, Affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore, are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

P. Plan Supplement.

Unless otherwise ordered by the Bankruptcy Court, the Plan Supplement shall be filed with the Bankruptcy Court by not later than the objection deadline for filing objections with respect to the Confirmation Hearing. Upon its filing with the Bankruptcy Court, the Plan Supplement may be obtained online at the website of the Debtors' court-appointed noticing, claims and solicitation agent, Epiq Corporate Restructuring, LLC, at https://dm.epiq11.com/case/ccmc/.

Q. Entire Agreement.

Except with respect to the consummation of the Sale Transaction, on the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan. If the Effective Date does not occur, nothing herein shall be construed as a waiver by any party in interest of any or all of such party's rights, remedies, claims, and defenses, and such parties expressly reserve any and all of their respective rights, remedies, claims, and defenses. The Plan and the documents comprising the Plan Supplement, including any drafts thereof (and any discussions, correspondence, or negotiations regarding any of the foregoing) shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of any party in interest of any claim or fault or liability or damages whatsoever. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, all negotiations, discussions, agreements, settlements, and compromises reflected in or related to the Plan and the documents comprising the Plan Supplement are part of a proposed settlement of matters that could otherwise be the subject of litigation among various parties in interest, and such negotiations, discussions, agreements, settlements, and compromises shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of the Plan and the documents comprising the Plan Supplement.

R. Exhibits to Plan.

All exhibits, schedules, supplements, and appendices to the Plan (including the Plan Supplement) are incorporated into and are a part of the Plan as if set forth in full herein.

S. Notices.

All notices, requests and demands to or upon the Debtors, the Winddown Estates, and the Plan Administrator, as applicable, to be effective shall be in writing (including by electronic or facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

To the Debtors:

MBMG Holding, LLC, *et al.*
7500 S.W. 8th Street
Miami, Florida 33144
Attn: Nicholas K. Campbell, Chief Restructuring Officer
Brian Bonaviri, Assistant Chief Restructuring Officer
Tel: (404) 384-4813
Email: nick@wearemeru.com
Email: Brian.Bonaviri@wearemeru.com

- and -

Berger Singerman LLP
1450 Brickell Avenue
Suite 1900
Miami, Florida 33131
Attn: Paul Steven Singerman, Esq.
Jordi Guso, Esq.
Christopher Andrew Jarvinen, Esq.
Tel: (305) 755-9500
Email: singerman@bergersingerman.com
jguso@bergersingerman.com
cjarvinen@bergersingerman.com

To the Plan Administrator or Winddown Estates:

Meru, LLC
Attn: Brian Bonaviri
Tel: 617-290-2449
Email: Brian.Bonaviri@wearemeru.com

- and -

Berger Singerman LLP
1450 Brickell Avenue
Suite 1900
Miami, Florida 33131
Attn: Paul Steven Singerman, Esq.
Jordi Guso, Esq.
Christopher Andrew Jarvinen, Esq.
Tel: (305) 755-9500
Email: singerman@bergersingerman.com
jguso@bergersingerman.com
cjarvinen@bergersingerman.com

After the Effective Date, the Plan Administrator has the authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Plan Administrator is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those entities who have filed such renewed requests.

Dated: January 22, 2025
Miami, Florida

Respectfully Submitted,

MBMG HOLDING, LLC, *et al.*

By: */s/ Nicholas K. Campbell*
Name: Nicholas K. Campbell
Title: Chief Restructuring Officer

<u>Exhibit "A"</u>

Recovery Waterfall

Recovery Waterfall

The Recovery Proceeds, if any, shall be distributed strictly in accordance with the distribution priorities set forth below. All distributions shall be made pursuant to the Plan Administrator Agreement. Notwithstanding anything in the Plan to the contrary, without further notice or order of the Bankruptcy Court, the Debtors, may amend this Exhibit "A", if necessary and as applicable, to comply with section 1129(b) of the Bankruptcy Code and any applicable tax obligations of the Winddown Estates.

1. *First*, to the Plan Administrator for the reasonable, documented, and out of pocket, fees and expenses incurred in connection with the administration of the Winddown Estates, subject to, and in accordance with, the Winddown Budget;

2. *Second*, Pro Rata to the:

    a. holders of Allowed First Lien Credit Agreement Claims (Class 3), solely to the extent such claims have not been paid in full from the Post-Closing Accounts Receivable;

    b. holders of Allowed Second Lien Note Claims (Class 4);

    c. holders of Allowed Unsecured Note Claims (Class 5); and

    d. holders of Allowed General Unsecured Claims (Class 6), solely to the extent such claims have not been paid in full from the Plan Cash.