IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on September 25, 2025, the above-captioned debtor and debtor in possession (the "Debtor") filed the *First Amended Subchapter V Chapter 11 Plan of Liquidation* [Docket No. 172] (as may be amended, the "Plan").[2] Copies of the Plan may be obtained free of charge by visiting the website maintained by the Debtor's noticing agent, Omni Agent Solutions, Inc. (the "Noticing Agent"), at: https://cases.omniagentsolutions.com/home?clientId=3739 (the "Case Website").

PLEASE TAKE FURTHER NOTICE THAT on October 10, 2025, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. 188] (the "Scheduling Order") scheduling a hearing to consider confirmation of the Plan, and any objections thereto, and any other matter that may properly come before the Court, before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, in Courtroom No. 1 of the Court, 824 North Market Street, 6th Floor, Wilmington, Delaware 19801, on **November 12, 2025 at 10:00 a.m. (ET)** (the "Hearing"). The Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or made available on the electronic case filing docket and the Case Website.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Scheduling Order, the Debtor hereby files the Plan Supplement with the Court. The Plan Supplement is comprised of the following:

Exhibit	**Description**
Exhibit A	Preserved Actions
Exhibit B	Schedule of Assumed Executory Contracts and Unexpired Leases
Exhibit C	Liquidation Trust Agreement

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtor has the right to amend and supplement the documents contained in, and exhibits to, the Plan Supplement through the Effective Date, subject to the terms of the Plan and the Scheduling Order.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **November 6, 2025, at 4:00 p.m. (ET)** (the "Confirmation Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of Delaware; (c) set forth the name of the objecting party, the amount and nature of such party's claim or interest, the basis for the objection, and the specific grounds thereof; (d) be filed with the Court on or before the Confirmation Objection Deadline; and (e) served on undersigned counsel to the Debtor.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Scheduling Order, the Plan, the Plan Supplement, or related documents, you may: (a) access the Case Website; (b) contact the Noticing Agent, by phone at 1 (888) 831-6105 (Toll Free/Domestic) or +1 (747) 226-5688 (International) or by email at SolidInquiries@OmniAgnt.com; or (c) email marcy.smith@wbd-us.com and reference "Solid Financial Technologies, Inc." in the subject line. You may also obtain copies of any pleadings filed in the Chapter 11 Case for a fee via PACER at: https://www.pacer.uscourts.gov.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICING AGENT AS SET FORTH ABOVE.

Dated: October 22, 2025
Wilmington, Delaware

WOMBLE BOND DICKINSON (US) LLP

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Counsel to the Debtor

EXHIBIT A

Preserved Actions

PRESERVED ACTIONS

Preserved Actions[3] means all Causes of Action (including, without limitation, all Reserved Chapter 5 Actions) transferred to the Liquidation Trust pursuant to the Plan.

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

Without limiting the foregoing, the following annexes, each of which is attached hereto, include specific types of Causes of Action that comprise the Preserved Actions:

- Annex 1: Causes of Action related to insurance policies
- Annex 2: Claims, defenses, crossclaims and counterclaims related to litigation and possible litigation
- Annex 3: Causes of Action related to accounts receivable and accounts payable

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[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

- <u>Annex 4</u>: Causes of Action related to tax refunds and taxes
- <u>Annex 5</u>: Causes of Action related to contracts and/or leases
- <u>Annex 6</u>: Causes of Action related to deposits, adequate assurance postings and other collateral postings
- <u>Annex 7</u>: Causes of Action related to Chapter 5 Actions
- <u>Annex 8</u>: Causes of Action related to commercial tort claims
- <u>Annex 9</u>: Causes of Action related to recharacterization

Annex 1

Causes of Action Related to Insurance Policies

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves all Causes of Action based in whole or in part upon any and all insurance contracts, insurance policies, occurrence policies and occurrence contracts to which the Debtor is a party or pursuant to which the Debtor has any rights whatsoever. The Causes of Action reserved include Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement or any other matters.

<u>Annex 2</u>

Claims, Defenses, Crossclaims and Counterclaims
<u>Related to Litigation and Possible Litigation</u>

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves all Causes of Action (including, but not limited to, all claims, defenses, crossclaims and counterclaims) against individuals or entities that are party to or that may become party to litigation, arbitration or other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including, but not limited to the following actions pending as of the Petition Date:

- *BSI Group LLC, et al. v. EZBanc Corp.,* et al., Case No. 23-cv-00127 (E.D. Ark.)
- *Vauban International Bank Corporation, et.al v. EZBanc Corp.,* et.al., Case No. 24-cv-01199 (D.P.R.).
    - Post-petition, this suit was dismissed by the United States District Court for the District of Puerto Rico and was appealed by the plaintiffs to the United States Court of Appeals for the First Circuit, where it is pending at Case No. 25-1703.
- *Zelf, Inc. v. Solid Financial Technologies Inc.*, N24C-08-0322 (Del. Super. Ct., New Castle County).
- *Performline, Inc. v. Solid Financial Technologies, Inc.*, Index No. 659708/2024 (N.Y. Sup. Ct., New York County).
- *In re: Zero Hash LLC, et al vs. Solid Financial Technologies, Inc.* (Mediation Ref. No. 1210039868)

Annex 3

Causes of Action Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves all Causes of Action against or related to all entities or individuals that owe or that may in the future owe money to the Debtor. Further, unless otherwise released in the Plan, the Debtor expressly reserves all Causes of Action against or related to all entities or individuals that assert or may assert that the Debtor owes money to them.

Annex 4

Causes of Action Related to Tax Refunds and Taxes

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves all Causes of Action against or related to all entities that owe or that may in the future owe money related to tax refunds of the Debtor. Further, the Debtor expressly reserves all Causes of Action against or related to all entities that assert or that may in the future assert the Debtor owes taxes to them.

Annex 5

Causes of Action Related to Contracts and Leases

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves all Causes of Action, based in whole or in part upon any and all contracts and leases, including, but not limited to those identified in the Debtor's Schedule G, as may be amended [Docket No. 58], to which the Debtor has any right whatsoever. The Causes of Action reserved include Causes of Actions against vendors, suppliers of goods or services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition such performance on additional requirements under contracts with the Debtor before the assumption or rejection, if applicable; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, lender, lessor, or other party; (e) for any liens held by the Debtor; (f) counter-claims and defenses related to any contractual obligations; (g) turnover actions; and (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claim.

Annex 6

Causes of Action Related to Deposits, Adequate Assurance Postings
and Other Collateral Postings

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves all Causes of Action based in whole or in part upon any and all postings of security deposits, adequate assurance payments or any other type of deposit or collateral.

Annex 7

Causes of Action Related to Chapter 5 Actions

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves any and all potential claims or causes of action under chapter 5 of the Bankruptcy Code, including potential claims or causes of action against the Debtor's current or former directors, officers, or insiders[4] under chapter 5 of the Bankruptcy Code and those related to transfers identified in the Debtor's statement of financial affairs [Docket No. 59], as amended [Docket No. 73] and as may further be amended.

[4] "Insiders" as defined in the Bankruptcy Code.

Annex 8

Causes of Action Related to Commercial Tort Claims

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves all commercial tort claims against any individual or entity, including, but not limited to, claims and causes of action of the Debtor against any of the Debtor's current or former directors, officers, insiders or affiliates,[5] including claims against the Debtor's current or former directors and officers for (i) wrongful acts such as gross mismanagement, material misrepresentations, misstatements, errors, neglect, or breach of duty in connection with the Debtor's operations, practices, financial condition, or otherwise, including the Debtor's financial health and financial projections and (ii) acts, errors, misstatements, misleading statements, omissions or breaches of duty in connection with the purchase or sale of, or offer to purchase or sell, securities issued by the Debtor.

[5] "Insiders" and "affiliates" each as defined in the Bankruptcy Code.

Annex 9

Causes of Action Related to Recharacterization of Claims

Unless otherwise released by the Plan or order of the Bankruptcy Court, the Debtor expressly reserves all Causes of Action against any Holder of a Claim to recharacterize any asserted Claim as equity in the Debtor.

<u>EXHIBIT B</u>

Schedule of Assumed Executory Contracts and Unexpired Leases

The Debtor is not assuming any executory contracts or unexpired leases.

EXHIBIT C

Liquidation Trust Agreement

LIQUIDATION TRUST AGREEMENT

This Liquidation Trust Agreement (this "Agreement") is made as of the Effective Date (defined below), by and between Solid Financial Technologies, Inc., as debtor and debtor in possession (the "Debtor"), and Rock Creek Advisors LLC, as trustee (the "Liquidation Trustee").[1]

RECITALS

WHEREAS, on April 7, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief under subchapter V of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on July 7, 2025, the Debtor filed its *Subchapter V Chapter 11 Plan of Liquidation* pursuant to chapter 11 of the Bankruptcy Code;

WHEREAS, on September 25, 2025, the Debtor filed its *First Amended Subchapter V Chapter 11 Plan of Liquidation* (as amended or modified from time to time, the "Plan");

WHEREAS, on November [•], 2025, the Bankruptcy Court entered an order confirming the Plan (the "Confirmation Order");

WHEREAS the Plan's Effective Date occurred on November [•], 2025 (the "Effective Date");

WHEREAS the Plan and the Confirmation Order provide for, on the Effective Date, the creation a liquidation trust (the "Liquidation Trust") and the creation of beneficial interests in the Liquidation Trust for Holders of Allowed Claims in Class 3 and Allowed Preferred Equity Interests in Class 4 of the Plan (collectively, the "Beneficiaries" and, each individually, a "Beneficiary") and the transfer to the Liquidation Trust of all Assets of the Debtor and the Estate including remaining funds in the Professional Fee Escrow Account and the Administrative and Priority Claims Reserve other than (a) the Effective Date Cash Payment once made and (b) any Cause of Action and Claim released pursuant to Sections 11.8, 11.9, and 11.10 of the Plan;

WHEREAS the Liquidation Trust Assets are to be liquidated and distributed to the Beneficiaries, as set forth in the Plan;

WHEREAS the Plan contemplates that the Liquidation Trust shall be created for the purpose of liquidating the Liquidation Trust Assets, prosecuting, settling, or foregoing pursuit of Causes of Action transferred to the Liquidation Trust, maximizing recoveries for the benefit of the Beneficiaries, and making distributions in accordance with the Plan, and with no objective to continue or engage in the conduct of a trade or business,

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

except to the extent reasonably necessary to and consistent with the purpose of the Liquidation Trust and the Plan;

WHEREAS the Liquidation Trust is established as a "grantor trust" for federal income tax purposes pursuant to sections 671-677 of the Internal Revenue Code and, to the extent permitted by applicable law, for state and local income tax purposes, with the Beneficiaries treated as grantors and owners of the trust; and

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises, the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Debtor and the Liquidation Trustee hereby agree as follows:

ARTICLE I
DECLARATION OF TRUST

Creation and Purpose of the Liquidation Trust. The Debtor and the Liquidation Trustee hereby create the Liquidation Trust for the primary purpose of liquidating and distributing the Liquidation Trust Assets to the Beneficiaries in accordance with the Plan, the Confirmation Order, and applicable tax statutes, rules and regulations, and in an expeditious but orderly manner, with no objective to continue or engage in the conduct of a trade or business. In particular, the Liquidation Trustee shall make timely distributions and not unduly prolong the duration of the Liquidation Trust.

Declaration of Trust. In order to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan, the Debtor and the Liquidation Trustee have executed this Agreement and, effective on the Effective Date, hereby irrevocably transfer to the Liquidation Trust, all of the right, title and interests of the Debtor in and to the Liquidation Trust Assets, to have and to hold unto the Liquidation Trust and its successors and assigns forever, under and subject to the terms of the Plan and the Confirmation Order for the benefit of the Beneficiaries and their successors and assigns as provided for in this Agreement and in the Plan and the Confirmation Order.

Vesting of Liquidation Trust Assets. As of the Effective Date and upon execution of this Agreement, the Liquidation Trust Assets shall be vested in the Liquidation Trust pursuant to the terms of the Plan and the Confirmation Order, subject to the rights and interests of the Beneficiaries.

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

All such Liquidation Trust Assets shall be delivered to the Liquidation Trust free and clear of interests, claims, Liens, or other encumbrances of any kind, except the Allowed Claims and Allowed Preferred Equity Interests of the Beneficiaries. Moreover, on the Effective Date, all privileges with respect to any of the Liquidation Trust Assets, including the attorney/client privilege, to which the Debtor is entitled shall be automatically vested in, and available for assertion by or waiver on behalf of the Liquidation Trust. To the extent any of the foregoing does not automatically occur on the Effective Date or is not effectuated through the Confirmation Order or this Agreement, the Debtor shall, on the Effective Date, execute such other and further documents as is reasonably necessary to effectuate the foregoing.

Funding of the Trust. The Liquidation Trust shall be funded with the Liquidation Trust Assets and any litigation funding obtained in the Liquidation Trustee's discretion.

Acceptance by Liquidation Trustee. The Liquidation Trustee hereby accepts the trust imposed upon it by this Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this Agreement, the Plan, and the Confirmation Order. In connection with and in furtherance of the purposes of the Liquidation Trust, the Liquidation Trustee hereby accepts the transfer of the Liquidation Trust Assets.

Name of the Liquidation Trust. The Liquidation Trust established hereby shall be known as the "The Solid Financial Liquidation Trust."

ARTICLE II
THE LIQUIDATION TRUSTEE

Appointment. The Liquidation Trustee has been selected as set forth in the Plan. The Liquidation Trustee's appointment shall continue until the earlier of: (a) the termination of the Liquidation Trust; or (b) the Liquidation Trustee's resignation, death, dissolution, removal, or liquidation.

General Powers. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Liquidation Trustee may control and exercise authority over the Liquidation Trust Assets, over the acquisition, management and disposition thereof, and over the management and conduct of the business of the Liquidation Trust. No person dealing with the Liquidation Trust shall be obligated to inquire into the Liquidation Trustee's authority in connection with the acquisition, management, or disposition of Liquidation Trust Assets. Without limiting the foregoing, but subject to the Plan, the Confirmation Order, and other provisions of this Agreement, the Liquidation Trustee shall expressly be authorized, in the exercise of its business judgment, with respect to the Liquidation Trust and the Liquidation Trust Assets, to:

a) exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken with respect to the Liquidation Trust Assets by any officer, director, shareholder or other party acting in the name of the Debtor or its Estate with like effect as if duly authorized, exercised and taken by action of such officers, directors, shareholders or other party;

b) open and maintain bank accounts on behalf of or in the name of the Liquidation Trust, calculate and make distributions and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of the Liquidation Trust;

c) receive, manage, liquidate, invest, supervise, and protect the Liquidation Trust Assets, subject to the limitations provided herein, provided, however, that investments shall be limited to demand and time deposits or United State Treasury bills;

d) hold legal title to any and all Liquidation Trust Assets;

e) subject to the applicable provisions of the Plan, collect and liquidate all Liquidation Trust Assets;

f) review and, where appropriate, object to Claims and Interests, supervise and administer the resolution and settlement of, and distributions to, Holders of Allowed Claims and Allowed Preferred Equity Interests, the Beneficiaries, and creditors of the Liquidation Trust, including, without limitation, the power to subordinate and recharacterize Claims by objection, motion, or adversary proceeding in accordance with this Agreement, the Plan, and the Confirmation Order;

g) in accordance with this Agreement, pursue, prosecute, resolve, compromise, settle, or otherwise liquidate any Reserved Chapter 5 Actions or other Preserved Actions;

h) obtain litigation funding;

i) seek a determination of tax liability under Bankruptcy Code section 505; file, if necessary, any and all tax and information returns required with respect to the Liquidation Trust; make tax elections for and on behalf of the Liquidation Trust; and pay taxes, if any, payable for and on behalf of the Liquidation Trust;

j) wind down the affairs of the Debtor, including, but not limited to, the wind down and termination of any 401(k) plans of the Debtor;

k) pay all lawful, expenses, debts, charges, taxes and liabilities of the Liquidation Trust;

l) withhold from the amount distributable to any person such amount as may be sufficient to pay any tax or other charge which the Liquidation Trustee has determined, in its sole discretion, may be required to be withheld therefrom under the income tax laws or other laws of the United States or of any state or political subdivision thereof, including, without limitation, requiring that, as a condition to the receipt of a distribution, the Holder of an Allowed Claim or Allowed Preferred Equity Interests complete and return to the Liquidation Trustee the appropriate IRS Form W-8 or IRS Form W-9 and setting a reasonable deadline for each Holder's return of such IRS Form W-8 or IRS Form W-9, as applicable;

m) take any action reasonably necessary to access any insurance policy or coverage made available to the Liquidation Trust pursuant to the terms of the Plan;

n) enter into any agreement or execute any document required by or consistent with the Plan, the Confirmation Order or this Agreement and perform all obligations thereunder;

o) purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable;

p) take all other actions consistent with the provisions of the Plan which the Liquidation Trustee deems reasonably necessary or desirable to administer the Liquidation Trust;

q) implement, enforce or discharge all of the terms, conditions and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order and this Agreement;

r) calculate and implement all distributions for the Beneficiaries;

s) administer and pay taxes, including, among other things, (i) filing tax returns, and (ii) representing the interest and account of the Liquidation Trust before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit, and distributing information statements as required for federal income tax and other applicable tax purposes;

t) retain and pay at normal and customary rates or on a contingency fee basis, on a monthly or other periodic basis, without prior Bankruptcy Court approval, professionals in connection with the

Liquidation Trustee's performance of its duties under the Plan and this Agreement; and

u) file an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Case.

Compensation of Liquidation Trustee and its Professionals. The Liquidation Trustee shall be entitled to receive reasonable compensation and reimbursement of expenses in connection with the performance of its duties, plus the reimbursement of reasonable out-of-pocket expenses. Professionals retained by the Liquidation Trustee shall be entitled to receive reasonable compensation and reimbursement of expenses from Liquidation Trust Assets, provided that, in the event that Liquidation Trust Assets are insufficient to compensate the Liquidation Trustee for the performance of its duties, the Liquidation Trustee may resign in accordance with the terms of this Agreement.

On or before the last day of each month following the month for which compensation or reimbursement is sought, each of the Liquidation Trustee's professionals seeking compensation shall serve a monthly statement on the Liquidation Trustee (unless any such professional and the Liquidation Trustee agree to different process). The Liquidation Trustee will have fifteen (15) days from the date such statement is received to review the statement and object to such statement by serving an objection on the professional setting forth the precise nature of the objection and the amount at issue. At the expiration of the fifteen (15) day period, the Liquidation Trustee shall pay from Liquidation Trust Assets 100% of the amounts requested, except for the portion of such fees and disbursements to which any objection has been made.

The parties shall attempt to consensually resolve objections, if any, to any monthly statement. If the parties are unable to reach a consensual resolution of any such objection, the party who received an objection to its fees and expenses may seek payment of such fees and expenses by filing a motion with the Bankruptcy Court. If the Liquidation Trustee or any professional fails to submit a monthly statement, it shall be ineligible to receive payment of fees and expenses therefor as provided in this Agreement until the monthly statement is submitted.

General Duties, Obligations, Rights and Benefits of the Liquidation Trustee. The Liquidation Trustee shall have all duties, obligations, rights and benefits assumed by, assigned to, or vested in the Liquidation Trust under the Plan, the Confirmation Order, this Agreement and any other agreement entered into pursuant to or in connection with the Plan. Such duties, obligations, rights and benefits include, without limitation, (a) calculating and implementing all distributions for the Beneficiaries; (b) administering and paying taxes, including, among other things, (i) filing of tax returns, and (ii) representing the interest and account of the Liquidation Trust before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit; (c) liquidating the Liquidation Trust Assets, including through the commencement of Causes of Action at the discretion of the Liquidation Trustee, and providing payments to the Beneficiaries in accordance with the provisions of the Plan; (d) obtaining litigation funding; (e) retaining and paying at normal and customary rates on a monthly basis or on a contingency fee basis professionals in connection with the Liquidation Trustee's performance of its duties under the Plan and this Agreement; (f) distributing information statements as required for federal income tax and other applicable tax purposes; (g) filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Case; and (h) such other responsibilities as may be vested in the Liquidation Trustee pursuant to the Plan, this Agreement or Bankruptcy Court order or as may be necessary and proper to carry out the provisions of the Plan. In addition, after the Plan Confirmation Date, the Liquidation Trustee shall file with the Bankruptcy Court and submit to the United States Trustee regular post-confirmation status reports every three months, on or before each of the fifteenth (15th) day of January, April, July, and October as appropriate, until the Chapter 11 Case is closed, converted, or dismissed, whichever happens earlier.

Replacement of the Liquidation Trustee. The Liquidation Trustee may resign at any time upon thirty (30) days' written notice delivered to the Bankruptcy Court, provided that such resignation shall become effective only upon the appointment of a permanent or interim successor Liquidation Trustee. In the event of the resignation or removal of the Liquidation Trustee, the Bankruptcy Court may designate a person to serve as successor Liquidation Trustee based upon submissions from interested parties (including counsel for the former Liquidation Trustee) or, in the event a successor Liquidation Trustee is not appointed, upon notice and a hearing, enter an order approving the Liquidation Trustee's resignation. Upon its appointment, the successor Liquidation Trustee, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of its predecessor, and all responsibilities of the predecessor Liquidation Trustee relating to the Liquidation Trust shall be terminated. In the event of the removal or resignation of any Liquidation Trustee, such Liquidation Trustee (or its estate or representatives) shall be entitled to seek compensation for all reasonable fees and expenses accrued through the effective date of termination, in accordance with the procedures set forth in this Agreement. The provisions of Article IV shall survive the resignation or removal of any Liquidation Trustee.

Liquidation Trust Continuance. The death, dissolution, resignation or removal of the Liquidation Trustee shall not terminate the Liquidation Trust or revoke any existing agency created by the Liquidation Trustee pursuant to this Agreement or invalidate any action theretofore taken by the Liquidation Trustee, and the successor Liquidation Trustee agrees that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Liquidation Trustee and all its successors or assigns.

ARTICLE III
PROSECUTION AND RESOLUTION OF CAUSES OF ACTION

The Liquidation Trust's Exclusive Authority to Pursue, Settle, or Abandon Causes of Action. The Liquidation Trust shall have exclusive rights, powers, and interests of the Estate to pursue, settle or abandon all of the Causes of Action, in each case as the sole representative of the Estate with respect thereto pursuant to Bankruptcy Code section 1123(b)(3).

Settlement of Causes of Action. The Liquidation Trustee will have the sole power to resolve, compromise, and settle any Causes of Action on behalf of the Liquidation Trust without Bankruptcy Court approval.

ARTICLE IV
LIABILITY OF LIQUIDATION TRUSTEE; INDEMNIFICATION RESERVE AND INSURANCE

Standard of Care; Exculpation. Neither the Liquidation Trustee nor any director, officer, affiliate, employee, employer, attorney, professional, agent or representative of the Liquidation Trustee shall be liable for losses, claims, damages, liabilities or expenses in connection with the affairs of the Liquidation Trust to any Holder of a Claim against, or Interest in, the Debtor, or to any Beneficiary of the Liquidation Trust, or any other person, for the acts or omissions of the Liquidation Trustee; provided, however, that the foregoing limitation shall not apply to any losses, claims, damages, liabilities or expenses suffered or incurred by any Holder of an Allowed Claim or Allowed Preferred Equity Interests that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud, gross negligence or willful misconduct of the Liquidation Trustee, or any director, officer, affiliate, employee, employer, attorney, professional, agent or representative of the Liquidation Trustee, in which case the party committing such fraud, gross negligence or willful misconduct shall not be protected by this paragraph with respect to such acts.

Indemnification. Except as otherwise set forth in the Plan or Confirmation Order, the Liquidation Trustee, and any director, officer, affiliate, employee, employer, attorney, professional, agent or representative of the Liquidation Trustee (each, an "Indemnified Party" and collectively, the "Indemnified Parties") shall be defended, held harmless and indemnified from time to time by the Liquidation Trust against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Liquidation Trustee's acceptance of or the performance or nonperformance of its obligations under this Agreement, the Plan or the Confirmation Order; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud, gross negligence or willful misconduct of the Liquidation Trustee, or any director, officer, affiliate, employee, employer, attorney, professional, agent or representative of the Liquidation Trustee, in which case the party committing such fraud, gross negligence or willful misconduct shall not be protected by this paragraph with respect to such acts. Satisfaction of any obligation of the Liquidation Trust arising pursuant to the terms of this section shall be payable only from the Liquidation Trust Assets, may, at the discretion of the Liquidation Trustee, be advanced prior to the conclusion of such matter, and such right to payment shall be prior and superior to any other rights to receive a distribution of the Liquidation Trust Assets.

The Liquidation Trust shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in connection with this Agreement or the duties, acts or omissions of the Liquidation Trustee, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Liquidation Trust hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor under this Agreement.

Insurance. The Liquidation Trust may purchase, using Liquidation Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the Liquidation Trustee deems reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any liabilities, losses, damages, claims, costs and expenses it may incur, including but not limited to attorneys' fees, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Plan or this Agreement.

No Bond. Notwithstanding any state law to the contrary, the Liquidation Trustee (including any successor) shall be exempt from giving any bond or other security in any jurisdiction, unless the Liquidation Trustee decides in its reasonable judgment to obtain such bond or other security.

ARTICLE V
PROVISIONS CONCERNING ADMINISTRATION OF THE LIQUIDATION TRUST

Register of Beneficiaries. The Liquidation Trust shall cause to be maintained at all times a register of the Beneficiaries' names, addresses of record, amounts of Allowed Claims and Allowed Preferred Equity Interests, and ratable interests in the Liquidation Trust (the "Register"). The Liquidation Trust shall cause the Register to be kept at its office or at such other place or places as may be designated by the Liquidation Trustee from time to time.

Books and Records. The Liquidation Trust shall maintain in respect of the Liquidation Trust and the Beneficiaries books and records relating to the Liquidation Trust Assets and income realized therefrom and the payment of expenses of and claims against or assumed by the Liquidation Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. Except as expressly provided in this Agreement, the Plan or the Confirmation Order, or as may be required by applicable law, nothing in this Agreement is intended to require the Liquidation Trust to file any accounting or seek approval of any court with respect to the administration of the Liquidation Trust, or as a condition for making any payment or distribution out of the Liquidation Trust Assets.

ARTICLE VI
BENEFICIAL INTERESTS AND BENEFICIARIES

Trust Beneficial Interests. Each Holder of an Allowed Claim in Class 3 and Allowed Preferred Equity Interest in Class 4 under the Plan shall be entitled to receive a beneficial interest in the Liquidation Trust in accordance with the treatment of such Claim and Interest under the Plan and shall be entitled to distributions as set forth in the Plan.

Interest Beneficial Only. The ownership of a beneficial interest in the Liquidation Trust shall not entitle any Beneficiary to any title in or to the Liquidation Trust Assets or to any right to call for a partition or division of the Liquidation Trust Assets or to require an accounting.

Absolute Owners. The Liquidation Trustee may deem and treat the Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for federal and state income tax purposes and for all other purposes whatsoever.

Change of Address. A Beneficiary may, after the Effective Date, select an alternative distribution address by filing a notice with the Bankruptcy Court (copy served on the Liquidation Trustee) identifying such alternative distribution address. Absent such notice, the Liquidation Trustee shall not recognize any such change of distribution address. Such notification shall be effective only upon receipt by the Liquidation Trustee.

Standing. Except as expressly provided in this Agreement, the Plan or the Confirmation Order, a Beneficiary does not have standing to direct the Liquidation Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Liquidation Trust Assets.

ARTICLE VII
DISTRIBUTIONS

Distributions to Beneficiaries from Liquidation Trust Assets. All payments to be made by the Liquidation Trust to any Beneficiary shall be made only in accordance with the Plan, the Confirmation Order and this Agreement and from the Liquidation Trust Assets (or from the income and proceeds realized from the Liquidation Trust Assets), if any, and only to the extent that the Liquidation Trust has sufficient Liquidation Trust Assets (or income and proceeds realized from the Liquidation Trust Assets) to make such payments in accordance with, and to the extent provided for, in the Plan, the Confirmation Order and this Agreement.

No Distribution Pending Allowance. No payment or distribution shall be made with respect to any Disputed Claim or Interest unless and until such Disputed Claim or Preferred Equity Interest becomes an Allowed Claim or Allowed Preferred Equity Interest, except for distributions into the Administrative and Priority Claims Reserve (to the extent the Disputed Claim is also an Administrative or Priority Claim) in accordance with the Plan, Confirmation Order, and this Agreement.

Distributions after Allowance. Distributions to each Holder of a Disputed Claim or Interest, to the extent that such Claim or Interest ultimately becomes an Allowed Claim or Allowed Preferred Equity Interest, shall be made in accordance with the provisions of the Plan.

Non-Cash Property. Any non-Cash property of the Liquidation Trust may be sold, transferred or abandoned by the Liquidation Trustee. If, in the Liquidation Trustee's reasonable judgment, such property cannot be sold in a commercially reasonable manner, or the Liquidation Trustee believes, in good faith, such property has no value to the Liquidation Trust, the Liquidation Trustee shall have the right, subject to obtaining the approval of the Bankruptcy Court, to abandon or otherwise dispose of such property, including by donation of such property to a charity designated by the Liquidation Trustee. Except in the case of fraud, willful misconduct or gross negligence, no party in interest shall have a cause of action against the Liquidation Trustee or any director, officer, employee, consultant or professional of the Liquidation Trustee, arising from or related to the disposition of non-Cash property in accordance with this section.

Distributions on Non-Business Days. Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

ARTICLE VIII
TAXES

Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the Liquidation Trust shall be treated as a liquidation trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. As such, the Beneficiaries will be treated as both the grantors and the deemed owners of the Liquidation Trust. Any items of income, deduction, credit and loss of the Liquidation Trust shall be allocated for federal income tax purposes to the Beneficiaries, on a *pro rata* basis.

Tax Returns. The Liquidation Trustee, on behalf of the Debtor and the Estate, shall cause tax returns and all other appropriate or necessary documents related to municipal, state, federal, or other tax law to be prepared and filed timely. The Liquidation Trustee shall file any such tax returns as are necessary on behalf of the Liquidation Trust as a grantor trust.

Valuations. As soon as possible after the Effective Date, the Liquidation Trust shall make a good faith valuation of the Liquidation Trust Assets, and such valuation shall be used consistently by all parties (including, without limitation, the Liquidation Trust and the Beneficiaries) for all federal income tax purposes. The Liquidation Trust also shall file (or cause to be filed) any other statements, returns or disclosures relating to the Liquidation Trust that are required by any governmental unit.

Expedited Determination of Taxes. The Liquidation Trust may request an expedited determination of taxes of the Debtor and of the Liquidation Trust under Bankruptcy Code section 505(b) for all returns filed for, or on behalf of, the Debtor and the Liquidation Trust for all taxable periods through the termination of the Liquidation Trust.

ARTICLE IX
TERMINATION OF LIQUIDATION TRUST

Termination of Liquidation Trust. The Liquidation Trustee shall be discharged and the Liquidation Trust shall be terminated on the earlier of (a) the date on which (i) all Disputed Claims and Interests against the Liquidation Trust have been resolved, (ii) all of the Liquidation Trust Assets have been liquidated, (iii) all duties and obligations of the Liquidation Trustee hereunder have been fulfilled, (iv) all distributions required to be made by the Liquidation Trustee under the Plan and this Agreement have been made, and (v) the Chapter 11 Case has been closed; and (b) the fifth (5th) anniversary of the Effective Date; provided, however, that the term of the Liquidation Trust may be further extended upon Court approval obtained prior to the conclusion of the previous term.

Events Upon End of Term Termination. At the conclusion of the term of the Liquidation Trust, the Liquidation Trustee shall distribute the remaining Liquidation Trust Assets, if any, to the Beneficiaries, in accordance with the Plan, the Confirmation Order and this Agreement or as provided by further order of the Bankruptcy Court.

Winding Up and Discharge of the Liquidation Trustee. For the purposes of winding up the affairs of the Liquidation Trust at the conclusion of its term, the Liquidation Trustee shall continue to act as Liquidation Trustee until its duties under this Agreement have been fully discharged or its role as Liquidation Trustee is otherwise terminated under this Agreement and the Plan. Upon a motion by the Liquidation Trustee, the Bankruptcy Court may enter an order relieving the Liquidation Trustee, its agents and employees of any further duties, discharging the Liquidation Trustee and releasing its bond, if any.

ARTICLE X
MISCELLANEOUS PROVISIONS

Recitals. The recitals are incorporated into and made terms of this Agreement.

Amendments. The Liquidation Trustee may, with the approval of the Bankruptcy Court, modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order, provided, however, the Liquidation Trustee may modify, supplement, or amend this Agreement without the approval of the Bankruptcy Court to clarify any ambiguity or inconsistency, or render this Agreement in compliance with its stated tax purposes, if such modification, supplement, or amendment does not materially and adversely affect the interests, rights, treatment or distributions of the Beneficiaries.

Waiver. No failure to exercise, or delay in exercising, any right, power or privilege hereunder by the Liquidation Trust or the Liquidation Trustee shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof, or of any other right, power or privilege.

Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights under law or in equity.

Irrevocability. This Agreement and the Liquidation Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this Agreement.

Tax Identification Numbers. The Liquidation Trustee may require any Beneficiary to furnish to the Liquidation Trustee its social security number or employer or taxpayer identification number as assigned by the IRS, and the Liquidation Trustee may condition any distribution to any Beneficiary upon the receipt of such identification number.

Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. If any provision of this Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control.

Division of Liquidation Trust. Under no circumstances shall the Liquidation Trustee have the right or power to divide the Liquidation Trust unless authorized to do so by the Bankruptcy Court.

Applicable Law. The Liquidation Trust is made in the State of Delaware. The Liquidation Trust, this Agreement, and the rights and obligations of the Liquidation Trustee are to be governed by and construed and administered according to the laws of the State of Delaware; provided, however, that, except as expressly provided in this Agreement, there shall not be applicable to the Liquidation Trust, the Liquidation Trustee, or this Agreement (a) the provisions of Section 3540 of Title 12 of the Delaware Code; or (b) any provisions of the laws (statutory or common) of the State of Delaware pertaining to trusts which relate to or regulate: (i) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (ii) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust; (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property; (iv) fees or other sums payable to trustees, officers, agents or employees of a trust; (v) the allocation of receipts and expenditures to income or principal; (vi) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Liquidation Trust Assets; or (vii) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees, which are inconsistent with the limitations or liabilities or authorities and powers of the Liquidation Trustee set forth or referenced in this Agreement.

Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Liquidation Trust after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection therewith, including, without limitation, this Agreement, or any entity's rights or obligations in connection herewith, including, without limitation, any action against the Liquidation Trustee or any professional retained by the Liquidation Trustee, in each case in its capacity as such. Each party to this Agreement hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Agreement or of any other agreement or document delivered in connection with this Agreement, and hereby irrevocably waives any defense of improper venue, forum *non conveniens* or lack of personal jurisdiction to any such action brought in the Bankruptcy Court.

Severability. In the event that any provision of this Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the application of such provision to persons or circumstance other than those as to which it is held invalid or unenforceable and the remainder of this Agreement shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Limitation of Benefits. Except as otherwise specifically provided in this Agreement, the Plan or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Agreement.

Notices. All notices, requests, demands, consents and other communication hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered: (a) in person; (b) by regular first-class mail; or (c) by overnight mail, registered mail, or certified mail, to the following addresses:

If to the Liquidation Trustee:

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

with a copy to:

Matthew P. Ward, Esq.
Marcy J. McLaughlin Smith, Esq.
Womble Bond Dickinson (US), LLP
1313 N. Market Street, Suite 1200
Wilmington, DE 19801

If to a Beneficiary:

To the name and distribution address set forth
in the Register with respect to such
Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent.

Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Agreement, and to consummate the transactions contemplated hereby.

Integration. This Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. To the extent there is an inconsistency between the Plan or the Confirmation Order and this Agreement, the Plan or the Confirmation Order, as applicable, shall control.

Interpretation. The enumeration and section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Agreement as a whole and not to any particular section or subsection hereof unless the context requires otherwise.

Counterparts. This Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

SOLID FINANCIAL TECHNOLOGIES, INC.

By: ______________________________________
Name: Arjun Thyagarajan
Title: Co-Founder and CEO

LIQUIDATION TRUSTEE

Rock Creek Advisors, LLC

By: ______________________________________
Name: Brian Ayers
Title: Managing Director