

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: TP REMAINCO, LLC, <i>et al.</i> , Debtors. ¹	Chapter 11 Case No. 20-11049 (LSS) (Jointly Administered) D.I. 476, 477, 478
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NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on August 3, 2020, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered the Order (I) Approving The Adequacy Of The Disclosure Statement On An Interim Basis, (II) Scheduling A Combined Disclosure Statement Approval And Plan Confirmation Hearing, (III) Approving The Solicitation And Notice Procedures, (IV) Approving The Confirmation Hearing Notice, And (V) Granting Related Relief (the “**Order**”) [D.I. 476].

PLEASE TAKE FURTHER NOTICE THAT on August 4, 2020 the debtors and debtors in possession in the above captioned cases (collectively, the “**Debtors**”) filed the *First Amended Chapter 11 Plan of Liquidation of TP RemainCo, LLC and Its Affiliated Debtors* (the “**First Amended Plan**”) [D.I. 477] and *First Amended Disclosure Statement Pursuant to 11 U.S.C. § 1125 with Respect to Plan of Liquidation of TP RemainCo and Its Affiliated Debtors* (the “**First Amended Disclosure Statement**”) [D.I. 478] and thereafter commenced solicitation of the First Amended Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the First Amended Plan and the Order, the Debtors hereby file their Plan Supplement consisting of: (a) the Liquidating Trust Agreement (b) the Schedule of Retained Causes of Action and (c) Identity and Compensation of the Liquidating Trustee.

PLEASE TAKE FURTHER NOTICE THAT a hearing at which the Court will consider confirmation of the First Amended Plan and final approval of the First Amended Disclosure Statement (the “**Combined Confirmation and Disclosure Statement Hearing**”) will commence on **September 25, 2020 at 11:30 a.m. (ET)**, before the Honorable Laurie Selber Silverstein, in the United States Bankruptcy Court for the District

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: TP RemainCo, LLC (f/k/a Techniplas, LLC) (7921); TP RemainCo DE I, LLC (f/k/a DMP Monterrey Holdings LLC) (5888); TP RemainCo DE II, LLC (f/k/a DMP International Holdings, LLC) (5922); TP RemainCo IN, Inc. (f/k/a Nyloncraft, Inc.) (6035); TP RemainCo MI, LLC (f/k/a Nyloncraft of Michigan, LLC) (9613); TP RemainCo WI, Inc. (f/k/a DMP Exports, Inc.) (2366); TP RemainCo DE III Corp. (f/k/a Techniplas Finance Corp.) (8207); and TP RemainCo DE IV, LLC (f/k/a WEIDPLAS North America, LLC) (6945). The address of the Debtors’ corporate headquarters is N44 W33341 Watertown Plank Road, Nashotah, Wisconsin 53058.

of Delaware, located at 824 North Market Street, 6th Floor, Courtroom No. 2, Wilmington, DE 19801.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the First Amended Plan and First Amended Disclosure Statement is **September 15, 2020 at 4:00 p.m. (ET)**. Any objection must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection and, if practicable, a proposed modification that would resolve such objection; and (d) be filed with the Court and served upon the following parties so as to be actually received on or before **September 15, 2020 at 4:00 p.m. (ET)**:

<i>Co-Counsel to the Debtors</i>	
<p>David M. Turetsky Andrew T. Zatz WHITE & CASE LLP 1221 Avenue of the Americas New York, NY 10020 (212) 819-8200 david.turetsky@whitecase.com azatz@whitecase.com</p> <p><i>and</i></p> <p>Fan B. He Robbie T. Boone, Jr. WHITE & CASE LLP 200 South Biscayne Boulevard Suite 4900 Miami, FL 33131 (305) 371-2700 fhe@whitecase.com robbie.boone@whitecase.com</p>	<p>Jeffrey M. Schlerf FOX ROTHSCHILD LLP 919 North Market Street, Suite 300 Wilmington, DE 19801 (302) 654-7444 jschlerf@foxrothschild.com</p>

<i>United States Trustee</i>	
Linda Richenderfer Office of the United States Trustee for the District of Delaware J. Caleb Boggs Building 844 King Street, Suite 2207, Lockbox #35 Wilmington, DE 19801	
<i>Co-Counsel to the Official Committee of Unsecured Creditors</i>	
Arik Preis Kevin Zuzolo AKIN GUMP STRAUSS HAUER & FELD LLP One Bryant Park Bank of America Tower New York, NY 10036 (212) 872-1000 apreis@akingump.com kzuzolo@akingump.com	Christopher M. Samis L. Katherine Good Aaron H. Stulman D. Ryan Slaugh POTTER ANDERSON & CORROON LLP 1313 N. Market Street, 6th Floor Wilmington, DE 19801 csamis@potteranderson.com kgood@potteranderson.com astulman@potteranderson.com rslaugh@potteranderson.com

PLEASE TAKE FURTHER NOTICE THAT the Debtors reserve the right, subject to the terms and conditions set forth in the First Amended Plan, to alter, amend, modify, or supplement any document in this Plan Supplement prior to the Combined Confirmation and Disclosure Statement Hearing; provided that if any documents in the Plan Supplement is altered, amended, modified or supplemented in any material respect prior to the Combined Confirmation and Disclosure Statement Hearing, the Debtors will file a modified document showing such changes with the Court.

PLEASE TAKE FURTHER NOTICE THAT the Plan Supplement is integral to, part of, and incorporated by reference into the First Amended Plan. Please note, however, these documents have not yet been approved by the Court.

Dated: September 4, 2020
 Wilmington, Delaware

Respectfully submitted,

FOX ROTHSCHILD LLP

/s/ Jeffrey M. Schlerf
 Jeffrey M. Schlerf (No. 3047)
 919 North Market Street, Suite 300
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-and-

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Counsel to Debtors and Debtors-in-Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
TP REMAINCO, LLC, <i>et al.</i> ,	Case No. 20-11049 (LSS)
Debtors. ²	(Jointly Administered)

**PLAN SUPPLEMENT FOR
FIRST AMENDED CHAPTER 11 PLAN OF LIQUIDATION OF
TP REMAINCO, LLC AND ITS AFFILIATED DEBTORS**

- Exhibit 1 Liquidating Trust Agreement**
- Exhibit 2 Schedule of Retained Causes of Action**
- Exhibit 3 Identity and Compensation of the Liquidating Trustee**

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: TP RemainCo, LLC (f/k/a Techniplas, LLC) (7921); TP RemainCo DE I, LLC (f/k/a DMP Monterrey Holdings LLC) (5888); TP RemainCo DE II, LLC (f/k/a DMP International Holdings, LLC) (5922); TP RemainCo IN, Inc. (f/k/a Nyloncraft, Inc.) (6035); TP RemainCo MI, LLC (f/k/a Nyloncraft of Michigan, LLC) (9613); TP RemainCo WI, Inc. (f/k/a DMP Exports, Inc.) (2366); TP RemainCo DE III Corp. (f/k/a Techniplas Finance Corp.) (8207); and TP RemainCo DE IV, LLC (f/k/a WEIDPLAS North America, LLC) (6945). The address of the Debtors' corporate headquarters is N44 W33341 Watertown Plank Road, Nashotah, Wisconsin 53058.

Exhibit 1

**LIQUIDATING TRUST AGREEMENT FOR
TP REMAINCO, LLC AND ITS AFFILIATED DEBTORS**

This Liquidating Trust Agreement for TP RemainCo, LLC and its affiliated debtors (this “Agreement”) dated as of September __, 2020 by and between TP RemainCo, LLC (f/k/a Techniplas, LLC); TP RemainCo DE I, LLC (f/k/a DMP Monterrey Holdings LLC); TP RemainCo DE II, LLC (f/k/a DMP International Holdings, LLC); TP RemainCo IN, Inc. (f/k/a Nyloncraft, Inc.); TP RemainCo MI, LLC (f/k/a Nyloncraft of Michigan, LLC); TP RemainCo WI, Inc. (f/k/a DMP Exports, Inc.); TP RemainCo DE III Corp. (f/k/a Techniplas Finance Corp.); and TP RemainCo DE IV, LLC (f/k/a WEIDPLAS North America, LLC) (collectively, the “Debtors”), and Wayne R. Walker of Walker Nell Partners, Inc., solely in his capacity as the Trustee, for the benefit of the holders of Allowed Trust Claims under the terms of the *First Amended Chapter 11 Plan of Liquidation of TP RemainCo, LLC and its Affiliated Debtors* (as amended or modified, the “Plan”) confirmed by the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) in Chapter 11 Case No. 20-11049 (LSS) by Order dated September __, 2020 (the “Confirmation Order”). Capitalized terms used in this Agreement shall have the meaning ascribed to them in Article I of this Agreement.

WITNESSETH

WHEREAS, the Trust is created pursuant to, and to effectuate, the Plan;

WHEREAS, the Trust is created on behalf, and for the sole benefit, of the Beneficiaries pursuant to the terms of this Agreement and the Plan;

WHEREAS, the Trust is established for the purpose of collecting, distributing and liquidating the Assets for the benefit of the Beneficiaries in accordance with the terms of this Agreement and the Plan with no objective to continue or engage in the conduct of a trade or

business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust;

WHEREAS, pursuant to the Plan, the Debtors, the Trustee, and the Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the Assets to the Trust as a transfer of the Assets by the Debtors to the Beneficiaries in satisfaction of their Allowed Trust Claims, followed by a transfer of the Assets by the Beneficiaries to the Trust in exchange for the beneficial interest herein, and to treat the Beneficiaries as the grantors and owners of the Trust in accordance with United States Treasury Regulation Section 301.7701-4(d);

WHEREAS, the Trust is intended to be treated as a grantor trust for federal income tax purposes within the meaning of Sections 671-677 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and in the Plan, the Debtors and the Trustee agree as follows:

ARTICLE I

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions.

1.1.1. "Assets" shall mean the term Liquidating Trust Assets as defined in the Plan.

1.1.2. "Allowed Trust Claim" shall mean the term Allowed Claim as defined in the Plan, solely with respect to the Liquidating Trust Beneficial Interests.

1.1.3. "Available Trust Cash" shall mean the aggregate of the Cash, Assets and Causes of Action and proceeds thereof after paying, funding, reserving against, or satisfying: (a) fees due to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6); (b) operating and

administrative expenses of the Trust, including but not limited to all costs, expenses, and obligations incurred by the Trustee and professionals who may be employed by the Trustee in administering the Trust, the Plan and in carrying out the Trustee's responsibilities under this Agreement, or in any manner connected, incidental, or related thereto and payment of such expenses; and (c) the SAP Reserve.

1.1.4. "Beneficiaries" shall collectively mean (a) the holders of Liquidating Trust Beneficial Interests under the Plan, or any successors to such holders, or (b) their interests in the Trust, whether said Claims are Allowed before or after the Effective Date.

1.1.5. "Disbursing Agent" shall have the meaning described in the Plan and shall be the Trustee or such other person or entity as the Trustee may choose.

1.1.6. "Privileged Documents" shall mean any documents, records, or correspondence of the Debtors transferred to the Trust (or for which the Trust has access) that are protected by attorney-client privilege, common-interest privilege, work-product privilege, or any other privilege protecting disclosure and transmission of such documents.

1.1.7. "Trust" shall mean the liquidating trust established pursuant to the terms of this Agreement, which is defined in the Plan as the Liquidating Trust.

1.1.8. "Trustee" shall mean (a) initially, Wayne R. Walker of Walker Nell Partners, Inc., solely in his capacity as trustee, and (b) any successors or replacements duly appointed under the terms of this Agreement and the Plan, who is defined in the Plan as the Liquidating Trustee.

1.1.9. "Permitted Investments" shall include (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the

Congress of the United States of America as an agency or instrumentality thereof, (c) such other investments as the Bankruptcy Court may approve from time to time, or (d) demand deposits or certificates of deposit at any bank or trust company that has, at the time of the deposit, a capital stock and surplus aggregating at least \$1,000,000,000, provided, however, that the scope of any Permitted Investments shall be limited to include only those investments that a liquidating trust, within the meaning of United States Treasury Regulation Section 301.7701-4(d), may be permitted to hold, pursuant to United States Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise.

1.2. Use of Plan Definitions. All capitalized terms that are used in this Agreement but not defined herein shall have the meaning set forth for such terms in the Plan.

1.3. Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.4. Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words “hereof,” “herein,” “hereinafter,” and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

ARTICLE II

2. DECLARATION OF TRUST

2.1. Creation and Name. There is hereby created the Trust, which shall be known as the “TP RemainCo Liquidating Trust,” and is the Trust referred to as the “Liquidating Trust” in the Plan. The Trustee may conduct the affairs of the Trust under the name of the “TP RemainCo

Liquidating Trust.”Purpose of Trust. The Debtors and the Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create the Trust for the purpose of collecting, distributing, and liquidating the Assets for the benefit of, and making Distributions to, the Beneficiaries in accordance with the terms of this Agreement and the Plan. The activities of the Trust shall be limited to those activities set forth in this Agreement and as otherwise contemplated by the Plan.Transfer of Assets.The Debtors hereby grant, release, assign, convey, transfer and deliver, on behalf of the Beneficiaries, all of the Debtors’ right, title and interest in the Assets to the Trustee as of the Effective Date in trust for the benefit of the Beneficiaries, pursuant to §§ 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code and in accordance with the Plan and Confirmation Order, and as of the Effective Date, free and clear of any and all liens, claims, encumbrances, and interests (legal, beneficial, or otherwise) of all other Persons and Governmental Units to the maximum extent contemplated by and permissible under § 1141(c) of the Bankruptcy Code for the uses and purposes as specified in this Agreement and the Plan. The Trust shall be authorized to obtain possession or control of, liquidate, and collect all of the Assets in the possession or control of third-parties, consistent with the provisions of the Plan and Confirmation Order. On the Effective Date, the Trust shall stand in the shoes of the Debtors for all purposes with respect to the Assets. To the extent any law or regulation prohibits the transfer of ownership of any of the Assets from the Debtors to the Trust and such law is not superseded by the Bankruptcy Code, the Trust’s interest shall be a lien upon and security interest in such Assets, in trust, nevertheless, for the sole use and purposes set forth in this Agreement, and this Agreement shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages. By executing this Agreement, the Trustee on behalf of

the Trust hereby accepts all of such property as Assets, to be held in trust for the Beneficiaries, subject to the terms of this Agreement and the Plan.

B. The Assets can be used to, among other things, satisfy the following liabilities: (a) all fees payable pursuant to 28 U.S.C. § 1930 until such time as the Bankruptcy Court enters a final decree closing each of the Debtors' Chapter 11 Cases; (b) the Allowed SAP Claims; (c) all fees and expenses related to the administration of the Trust; (d) payment of Allowed Trust Claims in accordance with the Plan; and (e) any other obligations as may be specifically set forth in the Plan or Confirmation Order. Notwithstanding anything in this Agreement to the contrary, and subject to the Plan, the Trustee may abandon or otherwise not accept any Assets that the Trustee believes, in good faith, have no value to the Trust.

C. The Trustee shall automatically, and without need for further notice or approval of the Bankruptcy Court or the Debtors, be designated as the representative of the Estates pursuant to § 1123 of the Bankruptcy Code to enforce or pursue any Causes of Action transferred to the Trust after the Effective Date in accordance with the terms of this Agreement, the Plan, and the Confirmation Order. Any proceeds of a Cause of Action shall be distributed pursuant to the terms of the Plan and this Agreement.

2.4. Appointment and Acceptance of Trustee. The Trustee shall be deemed to be appointed pursuant to § 1123(b)(3)(B) and all other applicable sections of the Bankruptcy Code. The Trustee accepts the Trust created by this Agreement and the grant, assignment, transfer, conveyance, and delivery to the Trustee, on behalf, and for the benefit, of the Beneficiaries, by the Debtors of all of their respective right, title, and interest in the Assets, upon and subject to the terms and conditions set forth in this Agreement, the Plan, and the Confirmation Order.

2.5. No Reversion to Debtors. In no event shall any part of the Assets be distributed to any of the Debtors after the Effective Date. Rights to any reversionary interests in the Assets shall be controlled by the Plan.

ARTICLE III

3. ADMINISTRATION OF THE TRUST

3.1. Rights, Powers, Privileges and Duties. The Trustee shall have only the rights, powers, privileges, and duties expressly provided in this Agreement, the Plan and the Confirmation Order. Subject to the terms of the Plan and this Agreement, including Section 3.11 of this Agreement, the Trustee shall have the power to take the actions granted in this Section 3.1, and any powers reasonably incidental thereto, which the Trustee reasonably determines to be necessary or appropriate to fulfill the purpose of the Trust, including but not limited to:

A. Prosecuting, settling, assigning, or otherwise compromising or abandoning for the benefit of the Trust any and all Causes of Action transferred to the Trust or arising in favor of the Trust, including, without limitation, taking any action with respect to appeals, counterclaims, and defenses of or with respect to such claims and causes of action, including retaining counsel to pursue Causes of Action as permitted by the Plan;

B. Exercising all powers provided to the Trustee or the Trust under the Plan or Confirmation Order, including, without limitation, the right to allow, object to, or reconcile General Unsecured Claims, Priority Claims, Administrative Claims and Other Secured Claims and any other Claims asserted against the Estates;

C. Liquidating, selling or abandoning the Assets or any portion thereof;

D. Determining and satisfying any liabilities created, incurred or assumed by the Trust;

E. Executing any documents and taking any other actions related to, or in connection with, the liquidation of the Assets and the exercise of the Trustee's powers granted in this Agreement, the Plan, and Confirmation Order;

F. Holding legal title to any and all rights of the Beneficiaries in, to, or arising from the Assets;

G. Establishing the SAP Reserve in accordance with the Plan to reserve Cash for distributions to Allowed SAP Claims not satisfied as of the Effective Date, including but not limited to Fee Claims;

H. Establishing a reserve for Contested Claims in an amount as may be necessary and appropriate for the proper operation of matters incident to the Trust;

I. Protecting and enforcing the rights to the Assets vested in the Trustee by this Agreement by any method reasonably determined to be appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

J. Making distributions of the Assets to or on behalf of the Beneficiaries in accordance with this Agreement, the Plan, and the Confirmation Order at least one time within each twelve month period after the Effective Date;

K. Filing any and all tax and information returns with respect to the Trust and/or the Debtors and paying taxes properly payable by the Trust, if any; and filing and issuing any and all necessary information returns, and taking any and all action necessary to obtain payment of any tax refund(s) due to the Debtors, their Estates and/or the Trust;

L. Making all necessary filings on behalf of the Trust, the Debtors, and/or their estates in accordance with any applicable law, statute, or regulation;

M. Determining and satisfying from the Assets any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, incurred by or on behalf of the Trust;

N. Investing the Assets received by the Trust or Trustee or otherwise held by the Trust or Trustee in accordance with Section 3.10 of this Agreement;

O. In the event that the Trustee determines that the Beneficiaries or the Trust may, will or have become subject to different tax consequences than those described in the Plan, taking such actions that will, or are intended to, address such different tax consequences;

P. Creating sub-trusts or title vehicles of which the Trust or the Beneficiaries hold the beneficial or ownership interests, as applicable;

Q. Opening and maintaining bank accounts on behalf of or in the name of the Trust;

R. In reliance upon the official claims register maintained in the Debtors' Chapter 11 Cases, the Debtors' Schedules, and any applicable court order, maintaining a register on the Trustee's books and records evidencing the beneficial interest in the Trust held by each Beneficiary;

S. Performing such functions and taking such actions as are provided for or permitted in this Agreement, the Plan, the Confirmation Order, or any other agreement executed pursuant to this Agreement, the Plan, or the Confirmation Order;

T. Terminating this Trust and seeking to close any of the Debtors' Chapter 11 Cases that were not previously closed pursuant to § 350(a) of the Bankruptcy Code;

U. Dissolving any corporate entities, terminate joint ventures or otherwise wind up any corporate entity owned by the Trust;

V. Executing offsets against claims as provided for in the Plan;

W. Paying all expenses and making all other payments relating to the Trust's Assets;

X. Retaining any and all insurance policies of the Debtors providing coverage with respect to any Causes of Action;

Y. Implementing the Plan and any applicable orders of the Bankruptcy Court; and

Z. Paying all U.S. Trustee fees until such time as the Bankruptcy Court enters a final decree closing each Debtors' Chapter 11 case.

3.2. Assets. Subject to the Plan, the Trustee shall be authorized to collect and liquidate all uncollected and unliquidated Assets, including tax refunds.

3.3. Claims Administration.

A. Subject in all respects to the provisions hereof and the Plan, the Trustee shall have the authority to allow, reconcile, and file objections to Claims or Equity Interests, and to settle, compromise, withdraw, or litigate to judgment objections to any and all Claims or Equity Interests, regardless of whether such Claims or Equity Interests are in a Class or otherwise.

B. Consistent with Article IX of the Plan, from and after the Effective Date, the Trustee (a) may settle or compromise any Contested Claim, and (b) shall succeed to the Debtors' rights with respect to any objections (if any) filed by the Debtors that remain pending as of the Effective Date. From and after the Effective Date, the Trustee shall have the sole

authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. The Trustee may, but has no obligation to, engage a claims agent (including, but not limited to, the Disbursing Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration of the Trust.

3.4. Cure Costs. Consistent with the Plan, to the extent that any Cure Costs have not been paid prior to the Effective Date, any such costs and disputes are not the responsibility of the Trust, the Trustee or the Debtors' Estates, and instead, shall be the sole responsibility of the Purchaser-Designated Assets.

3.5. Estimation. The Trustee may, at any time, request that the Bankruptcy Court estimate (a) any Contested Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including Section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Trustee have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to the maximum extent permitted by law as determined by the Bankruptcy Court to estimate any Contested Claim, contingent Claim, or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection.

3.6. Causes of Action. Subject to, and consistent with, the Plan, on and after the Effective Date, the Trustee may pursue Causes of Action that are Assets.

3.7. Agents and Professionals. Subject to the Plan, the Trustee or Disbursing Agent, as applicable, may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants or other professionals and employees as the Trustee or Disbursing Agent,

as applicable, deems appropriate in the reasonable exercise of his or her discretion, and who the Trustee or Disbursing Agent, as applicable, reasonably determines to have qualifications necessary to assist the Trustee or Disbursing Agent, as applicable, in the proper administration of the Trust. Subject to Section 7.7 of this Agreement, the Trustee or Disbursing Agent, as applicable, may pay the reasonable fees, costs and expenses of such persons (including himself) out of the Assets in the ordinary course of business pursuant to the Plan and Confirmation Order. Subject to the terms and conditions of this Agreement, the Plan and Confirmation Order, the Trustee or Disbursing Agent, as applicable, may retain professionals.

3.8. Safekeeping of Assets. All Assets shall, until distributed or paid over as herein provided or in the Plan, be held in trust for the benefit of the Beneficiaries in accordance with the Plan and this Agreement. The Trustee shall be under no liability for interest or producing income on any moneys received by him or her herein and held for distribution or payment to the Beneficiaries, except as such interest or income shall actually be received by the Trustee.

3.9. Limitations on Trustee. The Trustee shall not at any time, on behalf of the Trust or Beneficiaries, enter into or engage in any trade or business, and no part of the Assets or the proceeds, revenue, or income therefrom shall be used or disposed of by the Trust in furtherance of any trade or business. The Trustee shall also not incur indebtedness or commingle the Trust's funds except as set forth in section 4.1.D. of this Agreement.

3.10. Investment. The Trustee may only invest funds held in the Trust in Permitted Investments, in a manner consistent with the requirements of the Bankruptcy Code or any order of the Bankruptcy Court modifying such requirements and, provided that the Trustee does so, he or she shall have no liability in the event of insolvency of any institution in which he or she has invested any of the Assets or any proceeds, revenue, or income therefrom.

3.11. Trustee Action. The Trustee shall hold, collect, conserve, protect, and administer the Trust in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts as set forth therein for the purposes set forth in the Plan and this Agreement. Any good faith determination by the Trustee as to what actions are in the best interests of the Trust shall be determinative.

3.12. Bankruptcy Court Approval of Trustee Actions. Except as provided in the Plan or as otherwise specified in this Agreement, the Trustee need not obtain an order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Bankruptcy Court. Except as provided in the Plan or otherwise specified in this Agreement, the Trustee shall exercise his or her business judgment for the benefit of the Beneficiaries in order to maximize the value of the Assets and distributions to the Beneficiaries, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing in this Section 3.12, the Trustee may seek Bankruptcy Court approval for authority to take a particular action which the Trustee may desire to have explicit approval of the Bankruptcy Court with respect to the Assets, the Trust, and the Debtors, and as provided in the Plan or this Agreement, including the administration and distribution of the Assets. The Bankruptcy Court shall retain jurisdiction for such purposes and shall approve or disapprove any such proposed action upon motion.

3.13. Confidentiality. The Trustee shall hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Assets, Causes of Action relates, or which he or she has become aware of in his or her capacity as Trustee.

3.14. Privileged Documents. Subject to the Plan, any disclosure or examination of any Privileged Documents shall be limited to the Trustee and the attorneys that the Trustee has retained on behalf of the Trust for the purpose of pursuing Causes of Action or claims not released by the Debtors, those attorneys' administrative support personnel, and any consulting, non-testifying experts retained by the Trustee on behalf of the Trust for the purpose of assisting the Trust in pursuing such Causes of Action and/or objecting to Claims. The Trustee may not disclose any of the Privileged Documents (or the contents of the Privileged Documents), or otherwise take any actions that may constitute a waiver of the attorney-client privilege, work product privilege, common interest privilege, or any other applicable privileges with respect to the Privileged Documents, without giving three (3) Business Days' written notice to the applicable affected party and an opportunity to object. Nothing in the Plan or this Agreement shall constitute a waiver of any privilege claims over any of the documents, including the Privileged Documents that are produced to or received by the Trust or Trustee. For the avoidance of doubt, the Trust is a successor-in-interest to the Debtors, and thus, the transfer of the Privileged Documents as provided herein does not impair or waive any privilege.

3.15. Insurance. Subject to the Plan, the Trustee may purchase or create and carry all insurance policies and pay all insurance premiums and costs the Trustee, in the Trustee's reasonable business judgment, deems necessary or advisable for the protection of the Persons or Entities serving as Trustee or administrator of the Trust on and after the Effective Date.

ARTICLE IV

4. DISTRIBUTIONS FROM THE TRUST

4.1. Distributions.

A. On and after the Effective Date, the Disbursing Agent shall make Distributions as and when required under the terms of the Plan. Consistent with section 7.6.4 of the Plan, the Trustee shall require any Beneficiary to furnish to the Trustee in writing his/her or its Employer or Taxpayer Identification Number as assigned by the IRS or an executed IRS Form W-9 or similar tax form, such as IRS Form W-8, and the Trustee may condition any Distribution upon receipt of such identification number or document. If the Holder of a Claim fails to complete and return to the Disbursing Agent the appropriate Form W-8 or Form W-9 within ninety (90) days of the request by the Disbursing Agent, then such Holder shall have its Claim forfeited and shall be forever barred, estopped, and enjoined from asserting any such Claim against the Estates. In such cases, any Cash held for payment on account of such Claims shall be Assets, free of any Claims of such Holder with respect thereto.

B. The Trustee may, in its sole discretion, attempt to determine a Beneficiary's current address or otherwise locate a Beneficiary, but nothing in this Agreement or the Plan shall require the Trustee to do so.

C. The Trustee shall use his best efforts to cause the Trust to distribute in accordance with the following: (i) as to Liquidating Trust Recoveries only, the holders of Allowed GUC Beneficial Interests and holders of Allowed Noteholder Beneficial Interests shall share Pro Rata in such recoveries; (ii) as to Non-Designated Assets Excess Proceeds, the holders of Allowed GUC Beneficial Interests shall share Pro Rata in fifty percent (50%) of such proceeds, and the holders of Allowed Noteholder Beneficial Interests shall share Pro Rata in the

other 50% of such proceeds; and (iii) as to any remaining Assets, solely the holders of Allowed GUC Beneficial Interests shall share Pro Rata. Distributions made in accordance with subparts (i) and (iii) of this paragraph shall be made at least annually.

D. Before any distribution can be made, the Trustee shall, in its reasonable discretion, establish, supplement, and maintain reserves in an amount sufficient to meet any and all reasonable expenses and liabilities of the Trust, including reasonable attorneys' fees and expenses and the fees and expenses of other professionals. In accordance with this Agreement, the Trust may also maintain as necessary a reserve for Contested Claims. For the avoidance of doubt, the Trustee may withhold any distribution pending the Trust's determination of whether to object to a Claim. Other than the SAP Reserve, the Trustee need not maintain the Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Trust; provided, however, the Trust shall treat all such reserved funds as being held in a segregated manner in its books and records.

E. Distributions shall be made net of reserves in accordance with the Plan and this Agreement, and also net of the actual and reasonable out-of-pocket costs of making the distributions to Beneficiaries.

F. As SAP Claims become Allowed Claims, the Disbursing Agent shall make a SAP Distribution pursuant to section 7.3 of the Plan from the SAP Reserve. Once all Allowed SAP Claims have been satisfied, the Disbursing Agent shall transfer the SAP Residual Funds, if any, to the Liquidating Trustee and close the SAP Reserve.

4.2. Distributions After Allowance of a Contested Claim. After a Contested Claim becomes an Allowed Trust Claim, the Trustee may, in his or her sole discretion, immediately

distribute to the holder thereof such amount of Available Trust Cash as would have been distributed to such Holder if its Claim had been an Allowed Claim on the Effective Date.

4.3. Undeliverable Property. If any distribution of Available Trust Cash to or on behalf of a Beneficiary is returned to the Trustee or his or her agent as undeliverable, no further distribution to such Beneficiary shall be made unless the Liquidating Trustee is notified of such holder's then current address within ninety (90) days after the later of (i) the Effective Date, (ii) date the communication from the Liquidating Trust was returned or (iii) the date such distribution was returned. After such date, if such notice was not provided, a holder shall have forfeited its right to such distribution, and such undeliverable distributions shall be returned to the Liquidating Trustee and be distributed in accordance with the Plan.

4.4. Payments Limited to Assets. All payments to be made by the Trustee to or for the benefit of any Beneficiary shall be made only from the Assets or proceeds from Causes of Action retained by the Trust.

4.5. United States Trustee Fees and Reports. After the Effective Date, the Trustee shall pay as an expense of the Trust all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Trust's disbursements as required under the Plan and Confirmation Order until the Debtors' Chapter 11 Cases are closed. After the Confirmation Date, the Trust shall prepare and serve on the Office of the U.S. Trustee such quarterly disbursement reports for the Trust as required by the U.S. Trustee for as long as the Chapter 11 Cases remain open.

ARTICLE V

5. BENEFICIARIES

5.1. Incidents of Ownership. The Beneficiaries shall be the sole beneficiaries of the Trust and the Assets, and the Trustee shall retain only such incidents of ownership as are

necessary to undertake the actions and transactions authorized in this Agreement, the Plan and the Confirmation Order.

5.2. Interest Beneficial Only. The ownership of a beneficial interest in the Trust shall not entitle any Beneficiary or any of the Debtors to any title in or to the Assets or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein or in the Plan.

5.3. Evidence of Beneficial Interest. Ownership of a beneficial interest in the Assets shall not be evidenced by any certificate, security, or receipt, or in any other form or manner whatsoever, except as maintained on the books and records of the Trust by the Trustee. The Trustee may rely on the claims register maintained by Epiq Corporate Restructuring, LLC or its successor.

5.4. No Right to Accounting. Neither the Beneficiaries nor their successors, assigns, creditors, nor any other Person shall have any right to an accounting by the Trustee, and the Trustee shall not be obligated to provide any accounting to any Person. Nothing in this Agreement is intended to require the Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Trust or as a condition for making any advance, payment, or distribution out of proceeds of Assets.

5.5. No Standing. Except as expressly provided in this Agreement, a Beneficiary shall not have standing to direct or to seek to direct the Trust or Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the Assets.

5.6. Notice of Transfer of Beneficial Interest. Any notice of a change of beneficial interest ownership shall be provided in accordance with Section 12.3 of this Agreement. The

notice shall be executed by both the transferee and the transferor and as required by Bankruptcy Rule 3001(e). The notice must clearly describe the interest to be transferred. The Trustee may rely upon such signatures and acknowledgments as evidence of such transfer without the requirement of any further investigation.

5.7. Securities Law. Under § 1145 of the Bankruptcy Code, the issuance of beneficial interests in the Trust to the Beneficiaries under the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities. If the Trustee determines, with the advice of counsel, that the Trust is required to comply with the registration and reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Trustee shall take any and all actions to comply with such reporting requirements and file necessary periodic reports with the Securities and Exchange Commission.

5.8. Delivery of Distributions. Subject to the terms of this Agreement, the Trustee shall cause the Trust to make distributions to Beneficiaries in the manner provided in the Plan and in this Agreement.

ARTICLE VI

6. THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1. Reliance. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Trustee or Disbursing Agent, as applicable, may rely upon and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed to be genuine and to have been signed or presented to the Trustee.

6.2. Parties Dealing With the Trustee or Disbursing Agent. In the absence of actual knowledge to the contrary, any person dealing with the Trust or the Trustee or Disbursing Agent, as applicable, shall be entitled to rely on the authority of the Trustee, Disbursing Agent, or any of the Trustee's agents to act in connection with the Assets. There is no obligation on any Person dealing with the Trustee or Disbursing Agent, as applicable, to inquire into the validity, expediency, or propriety of any transaction by the Trustee, the Disbursing Agent, or any agent of the Trustee.

6.3. Limited Recourse. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, Persons (including any professionals retained by the Trustee or the Disbursing Agent) engaged in transactions with the Trust, the Trustee, or the Disbursing Agent shall look only to the Assets to satisfy any liability incurred in connection with the carrying out the terms of this Agreement, the Plan, or the Confirmation Order.

6.4. Limitation of Liability. The Trustee or Disbursing Agent, as applicable, and his or her agents, employees, officers, directors, professionals, attorneys, accountants, advisors, and representatives shall not be subject to any personal liability whatsoever, in tort, contract, or otherwise, to any Person in connection with the Assets or the affairs of the Trust, except for their own gross negligence, willful misconduct, fraud, bad faith, self-dealing or breach of the duty of loyalty.

6.5. Non-Liability for Acts of Others. Nothing contained in this Agreement, the Plan, or the Confirmation Order shall be deemed to be an assumption by the Trustee or Disbursing Agent, as applicable, of any of the liabilities, obligations, or duties of the Debtors or Beneficiaries and shall not be deemed to be or contain a covenant or agreement by the Trustee or Disbursing Agent, as applicable, to assume or accept any such liability, obligation, or duty. Any

successor Trustee or Disbursing Agent, as applicable, may accept and rely upon any accounting made by or on behalf of any predecessor Trustee or Disbursing Agent, as applicable, hereunder, and any statement or representation made by a predecessor Trustee or Disbursing Agent, as applicable, or his or her agents as to the assets comprising the Assets or as to any other fact bearing upon the prior administration of the Trust, so long as he or she has a good faith basis to do so. A Trustee or Disbursing Agent, as applicable, shall not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. The Trustee or Disbursing Agent, as applicable, shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) that the Trustee or Disbursing Agent, as applicable, was grossly negligent in ascertaining the pertinent facts. Except as otherwise provided herein, the Trustee or Disbursing Agent, as applicable, may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by the Trustee or Disbursing Agent, as applicable, to be genuine and to have been signed or presented by the proper party or parties. The Trustee or Disbursing Agent, as applicable, may engage and consult with its legal counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered by the Trustee or Disbursing Agent, as applicable, in reliance upon the advice of such counsel, agents, or advisors. A Trustee or successor Trustee or Disbursing Agent, as applicable, shall not be liable for any act or omission of any predecessor Trustee or Disbursing Agent, as applicable, nor have a duty to enforce any claims against any predecessor Trustee or Disbursing Agent, as applicable, on account of any such act or omission.

6.6. Indemnification. The Trustee or Disbursing Agent, and each of their respective agents, employees, officers, directors, managers, professionals, attorneys, accountants, advisors and representatives (collectively, the “Indemnified Parties”) shall be indemnified and held harmless by the Trust, to the fullest extent permitted by law, solely from the Assets for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, disbursements, and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding, or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of an Indemnified Party solely in its capacity as such; provided, however, that the Trust shall not be liable to indemnify any Indemnified Party for any loss finally judicially determined by the Bankruptcy Court to have resulted primarily from any act or omission constituting gross negligence, willful misconduct, fraud, bad faith, self-dealing or breach of the duty of loyalty by such Indemnified Party, which in either event caused actual material damage to the Trust or the Beneficiaries. Notwithstanding any provision in this Agreement to the contrary, the Indemnified Parties shall be entitled to request advances from the Trust to cover reasonable fees and necessary expenses incurred in connection with defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; provided, however, that the Trustee shall not be required to make any such advances; provided further, however, that any Indemnified Parties receiving such advances shall repay the amounts so advanced to the Trust upon the entry of a final order of a court of competent jurisdiction finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section 6.6. This indemnification shall survive the death, dissolution, resignation, or removal, as may be applicable, of the Indemnified

Parties, or the termination of the Trust, and shall inure to the benefit of the Indemnified Parties' heirs and assigns.

ARTICLE VII

7. SELECTION, REMOVAL AND COMPENSATION OF TRUSTEE

7.1. Initial Trustee. The initial Trustee shall be Wayne R. Walker of Walker Nell Partners, Inc.

7.2. Term of Service. The Trustee shall serve until (a) the completion of all the Trustee's duties, responsibilities and obligations under this Agreement and the Plan; (b) termination of the Trust in accordance with this Agreement; or (c) the Trustee's death or dissolution, incapacitation, resignation, or removal, as set forth below or as provided for in the Plan.

7.3. Resignation of Trustee. The Trustee may resign at any time by filing a notice with the Bankruptcy Court at least thirty (30) days' in advance of the Trustee's intention to do so. In the event of a resignation, the resigning Trustee shall render to the Bankruptcy Court a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Trustee. The resignation shall be effective on the later of (a) the date specified in the notice; (b) the date that is thirty days (30) after the date the notice is delivered; or (c) the date the accounting described in the preceding sentence is delivered.

7.4. Appointment of Successor Trustee. Upon the resignation, death, incapacity, or removal of a Trustee, counsel to the Trustee, in consultation with the United States Trustee and upon Bankruptcy Court approval, shall appoint a successor Trustee to fill the vacancy so created, and the Bankruptcy Court may appoint a successor Trustee to the extent necessary or requested. Any successor Trustee so appointed shall consent to and accept in writing the terms of this

Agreement and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Trustee and all of the successor Trustee's heirs and legal and personal representatives, successors or assigns.

7.5. Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of the predecessor Trustee under this Agreement and the Plan.

7.6. Trust Continuance. The death, incapacity, resignation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

7.7. Compensation and Costs of Administration. Consistent with the Plan, the Trustee may retain and compensate professionals (including himself) as provided for in Section 3.7 of this Agreement. The reasonable fees and actual and necessary expenses of such professionals and shall be paid by the Trustee upon each monthly submission of a fee statement to the Trustee in accordance with the following procedures. Any professionals retained by the Trustee pursuant to this Agreement shall deliver their invoices or fee statements to the Trustee before payment from the Trust Assets shall be allowed. The Trustee shall have ten (10) days from the delivery of any invoice or fee statement to give notice of an objection to the fee statement to the professional seeking compensation or reimbursement (including the Trustee himself). For an objection to be valid, it shall be in writing and set forth in detail the specific fees objected to and the basis for the objection. The uncontested portion of each invoice shall be paid within fifteen (15) days after its original delivery to the Trustee. Any objection that remains unresolved fifteen (15) days after it is made may be submitted to the Bankruptcy Court for resolution. The terms of the compensation of the Trustee are set forth on Exhibit A attached hereto.

7.8. Reporting and Filing Requirements.

A. Within thirty (30) days after the last day of each calendar quarter in which the Trust shall remain in existence, the Trustee shall file a report with the Bankruptcy Court of all Assets held and received by the Trust, all Available Trust Cash disbursed to Beneficiaries, and all fees, income, and expenses related to the Trust during the preceding calendar year. The Trustee's report shall be available to any Beneficiary upon written request.

B. The Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions as may be necessary to cause the Trust and the Trustee to be in compliance with applicable law, such as the filing of tax or informational returns.

ARTICLE IX

8. MAINTENANCE OF BOOKS AND RECORDS

8.1. Subject to the Plan, on the Effective Date, the Trust shall: (a) take possession of all books, records, and files of the Debtors and their Estates, in all forms including electronic and hard copy, other than the documents of the Debtors' professionals; and (b) provide for the retention and storage of such books, records, and files until such time as the Trustee determines, in accordance with this Agreement, that retention of same is no longer necessary or required. In the event certain of the Debtors' books and records constitute Purchased Assets, the Trustee may request, and the Purchaser shall reasonably comply, with any requests for the Debtors' books and records.

8.2. The Trustee shall maintain accurate records of the administration of Assets, including receipts and disbursements and other activity of the Trust.

8.3. The Trust may, but has no obligation to, engage a claims agent (including, but not limited to, the Noticing and Claims Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration of the Trust. In any case, to the extent of any Class 6 Claims reflected thereon, the Claims Register may serve as the Trustee's register of beneficial interests held by Beneficiaries.

8.4. The books and records maintained by the Trustee and any records of the Debtors transferred to the Trust may be disposed of by the Trustee, without further notice or Order of the Bankruptcy Court, at the later of (i) such time as the Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Trust or its Beneficiaries and (ii) upon the termination and completion of the winding down of the Trust.

ARTICLE X

9. DURATION OF TRUST

9.1. Duration. The Trust shall become effective upon the Effective Date of the Plan, and the Trust and its provisions herein shall remain and continue in full force and effect until the Trust is terminated.

9.2. Termination. Subject to the Plan, the Trustee and Disbursing Agent shall be discharged and the Trust shall be terminated, at such time as (a) all Contested Claims have been resolved, (b) all of the Assets have been liquidated, (c) all duties and obligations of the Trustee hereunder and in the Plan have been fulfilled, (d) all Distributions required to be made by the Trust under the Plan and the Agreement have been made, and (e) the Chapter 11 Cases of the Debtors have been closed, but in no event shall the Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion by the Trustee within the six-

month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service, to the extent required under applicable law at that time, that any further extension would not adversely affect the status of the Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the liquidation, recovery and distribution of the Assets to the Beneficiaries.

9.3. Continuance of Trust for Winding Up. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Assets including all excess reserves, the Trustee and the Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court may enter an order relieving the Trustee, its employees, professionals, and agents of any further duties, discharging and releasing the Trustee, its employees, professionals, and agents from all liability related to the Trust, and releasing the Trustee's bond, if any.

9.4. No Termination by Beneficiaries. The Trust may not be terminated at any time by the Beneficiaries.

ARTICLE XI

10. TAX TREATMENT OF THE TRUST

10.1. Intention of Parties to Establish Grantor Trust. This Agreement is intended to create a grantor trust for United States federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as a grantor trust. For all federal income tax

purposes, the Beneficiaries of the Trust will be treated as grantors and owners thereof and it is intended that the Trust be classified as a liquidating trust under United States Treasury Regulation Section 301.7701-4(d) and that the Trust is owned by the Beneficiaries. Accordingly, for United States federal income tax purposes, it is intended that the Beneficiaries be treated as if they had received a Distribution of an undivided interest in the Assets and then contributed such interests to the Trust. Accordingly, the Trust shall, in an expeditious but orderly manner, and pursuant to the terms of this Agreement, the Plan and the Confirmation Order, liquidate and convert to Cash the Assets, make timely Distributions to the Beneficiaries pursuant to the Plan, and not unduly prolong the Trust's duration. The Trust shall not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth herein, the Plan and Confirmation Order.

10.2. Tax Returns. In accordance with the Plan, the Trustee shall cause the filing of tax returns for the Trust, except with respect to any reserves established pursuant to the Plan or this Agreement, as a grantor trust pursuant to United States Treasury Regulation Section 1.671-4(a). The Trust's taxable income, gain, loss, deduction or credit will be allocated to each one of the Beneficiaries in accordance with their relative beneficial interests in the Trust. The Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the Trust that are required by any Governmental Unit.

10.3. Tax Treatment of Reserves for Contested Beneficiaries Claims. The Trustee may timely elect to treat any Assets allocable to Contested Claims as a "disputed ownership fund" ("DOF") governed by United States Treasury Regulation Section 1.468B-9(c)(2)(ii). If an election is made to report any reserve for disputed claims as a DOF, the Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not

limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due. In the event that the Trustee timely elects to treat any Assets allocable to Contested Claims as a DOF, any holders of Contested Claims shall, to the extent of such Contested Claims, not be treated as having received any portion of the Assets as to which legal or beneficial title is transferred to the Trust hereunder and shall not be deemed grantors of the Trust to the extent of such Contested Claims for United States federal income tax purposes, but rather shall be subject to United States federal income taxation in accordance with rules set forth in Section 468B of the Internal Revenue Code and the Treasury Regulations thereunder.

10.4. Valuation of Assets. As soon as practicable after the Effective Date, the Trustee (to the extent that he or she deems it necessary or appropriate in the reasonable exercise of his or her discretion) shall, in good faith, value the Assets, and shall, if requested, apprise the Beneficiaries of such valuation (but the Trust is not required to engage an expert to make such a valuation) for tax purposes. The valuation shall be used consistently by all parties (including the Debtors, the Trustee, and the Beneficiaries) for all federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Assets.

10.5. Determination of Taxes. The Trustee may request an expedited determination of any local, state and/or federal taxes of the Debtors or of the Trust under Bankruptcy Code Section 505(b) for all returns filed for, or on behalf of, the Debtors and the Trust for all taxable periods through the dissolution of the Trust, and to take any and all action necessary to obtain payment of any tax refund(s) due to the Debtors, their Estates and/or the Trust.

10.6. Filing, Reporting, Withholding. The Trustee shall be responsible for filing all federal, state, local and foreign tax returns for the Debtors and the Trust. Consistent with section 6.5.4 of the Plan, the Trust shall comply with all withholding and reporting requirements

imposed by any federal, state, local, or foreign taxing authority, and all Distributions made by the Trust shall be subject to any such withholding and reporting requirements. The Trustee is also authorized to make tax elections on behalf of the Trust and/or Debtors. In the event of any inconsistency with the terms of the Plan and this Section 10.6, the terms of the Plan shall control and govern.

ARTICLE XII

11. WIND-DOWN

11.1. Wind-Down of Surviving Debtors. In addition to the Trustee's rights and duties with respect to the Trust as set forth herein, on and after the Effective Date, the Trustee shall also have the power and authority to take any action necessary to wind down the Estates, taking into account any applicable requirements to maintain the existence of one or more of the Debtors in order to collect and liquidate the Assets.

ARTICLE XIII

12. MISCELLANEOUS

12.1. Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over (a) the Trust, the Trustee, and the Disbursing Agent with respect to the administration of and activities relating to the Trust, as well as (b) any issues or disputes arising out of this Agreement; provided, however, that notwithstanding the foregoing, the Trustee shall have the power and authority to bring any action in any court of competent jurisdiction to prosecute any Causes of Action assigned to the Trust, subject to the oversight and consent requirements set forth in this Agreement, the Plan and the Confirmation Order.

12.2. Limitation on Transferability. A beneficial interest in the Trust shall be non-assignable and non-transferable except upon death of the interest holder or by operation of law.

An assignment or transfer shall not be effective until appropriate notification and proof thereof is submitted to the Trustee, and the Trustee may continue to pay all amounts to or for the benefit of the assigning or transferring Beneficiary until receipt of proper notification and proof of assignment or transfer. The Trustee may rely upon such proof without the requirement of any further investigation.

12.3. Notices. All notices to be given to Beneficiaries may be given by ordinary mail, or may be delivered personally, to the holders at the addresses appearing on the books kept by Trustee. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Trust/Trustee/Disbursing Agent:

Wayne R. Walker
Walker Nell Partners, Inc.
1515 Market Street
Suite 1120
Philadelphia, PA 19102

With a copy to:

Christopher M. Samis, Esq.
Potter Anderson & Corroon LLP
1313 N. Market Street
Wilmington, DE 19801

or to such other address as may from time to time be provided in written notice by the Trustee.

12.4. No Bond. Notwithstanding any state law to the contrary, the Trustee (including any successor) shall be exempt from giving any bond or other security in any jurisdiction.

12.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles.

12.6. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

12.7. Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or understanding of this Agreement or any provision hereof.

12.8. No Execution. All funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other Person can bind, pledge, encumber, execute upon, garnish, or attach the Assets or the Trustee in any manner or compel payment from the Trust except by final order of the Bankruptcy Court.

12.9. Plan and Confirmation Order. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of the Plan shall govern and control. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control.

12.10. Amendment. This Agreement may only be amended by order of the Bankruptcy Court, provided, however, such amendment may not be inconsistent with the Plan or the Confirmation Order.

12.11. Severability. If any term, provision, covenant, or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms, provisions, covenants,

and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS WHEREOF, the parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

Trustee

TP RemainCo, LLC

By: _____
Name: Wayne R. Walker
Title: Liquidating Trustee

By: _____
Name:
Title:

TP RemainCo DE I, LLC

By: _____
Name:
Title:

TP RemainCo DE II, LLC

By: _____
Name:
Title:

TP RemainCo IN, Inc.

By: _____
Name:
Title:

TP RemainCo MI, LLC

By: _____
Name:
Title:

TP RemainCo WI, LLC

By: _____
Name:
Title:

TP RemainCo DE III Corp.

By: _____
Name:
Title:

TP RemainCo DE IV, LLC

By: _____
Name:
Title:

Exhibit A

Terms of Compensation of Trustee

The Trustee shall receive \$12,000 per month as compensation, and shall be entitled to reimbursement for documented actual and reasonable expenses incurred in performing his or her duties as Trustee.

Exhibit 2

Retained Action Schedule

This Retained Action Schedule (this “Schedule”) represents a list of the Causes of Action retained by the Debtors pursuant to Article 12.1 of the Plan,¹ and for which is proposed to be transferred to the Liquidating Trust and shall constitute Liquidating Trust Assets. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement this Schedule at any time in accordance with the Plan and the Liquidating Trust Agreement. If the Plan is not confirmed, no limitation will be created on claims or Causes of Action of the Debtors.

Article 12.1 of the Plan provides as follows:

Except as otherwise provided in the Plan or the Confirmation Order (including in Section 6.4.6 of the Plan), or in any contract, instrument, release, indenture or other agreement entered into in connection with the Plan, and except with respect to the Debtor Releasees and Holder Releasees, in accordance with section 1123(b) of the Bankruptcy Code, the Liquidating Trustee shall reserve, retain and may enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) all Causes of Action. Except as otherwise expressly set forth herein (including in Section 6.4.6 of the Plan), nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or the relinquishment of any right or Causes of Action that the Debtors may have or which the Liquidating Trustee may choose to assert (subject to the Liquidating Trust governance provisions), under any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including, any and all Claims against any Person (and any government, governmental agency or any subdivision, department or other instrumentality thereof), to the extent such Person (and any government, governmental agency or any subdivision, department or other instrumentality thereof) asserts a cross-claim, counterclaim and/or Claim for setoff which seeks affirmative relief against any of the Debtors, their officers, directors or representatives. The Liquidating Trustee shall be deemed the appointed representative to, and may, except as otherwise provided in the Plan or the Confirmation Order (including in Section 6.4.6 of the Plan), pursue, litigate, compromise, settle, transfer or assign any such rights, claims, Causes of Action, suits or proceedings as appropriate, in accordance with the best interests of the Liquidating Trust and its beneficiaries.

No Person may rely on the absence of a specific reference in the Combined Disclosure Statement and Plan, the Plan Supplement, or the Confirmation Order to any Cause of Action against them as any indication that the Debtors or Liquidating Trustee, on behalf of the Liquidating Trust, as applicable, will not pursue any and all available Causes of Action against them. Except with

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

respect to Excluded Causes of Action and except where such Causes of Action have been expressly waived, relinquished, exculpated, released, compromised or settled under the Plan, the Confirmation Order, or other Final Order or sold pursuant to the Sale Order-Designated Assets, the Debtors and Liquidating Trustee expressly reserve all rights to prosecute any and all Causes of Action against any Person, and the Debtors and the Liquidating Trustee, on behalf of the Liquidating Trust, expressly reserve all Causes of Action for later adjudication, and therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon, after or as a consequence of, Confirmation or consummation of the Plan.

Notwithstanding, and without limiting the generality of, Article 12 of the Plan, for the avoidance of doubt, among all other rights of action, the Causes of Action that the Debtors and the Liquidating Trustee, on behalf of the Liquidating Trust, wish to retain and preserve for prosecution on or after the Effective Date (except with respect to Excluded Causes of Action and except where such Causes of Action have been expressly waived, relinquished, exculpated, released, compromised or settled under the Plan, the Confirmation Order, or other Final Order or sold pursuant to the Sale Order-Designated Assets) include, but are not limited to, the following:

- a. any and all Claims and Causes of Action including, but not limited to Claims and Causes of Action for indemnification, insurance recovery claims and any other rights of the Debtors or Liquidating Trustee, on behalf of the Liquidating Trust, under applicable insurance agreements, against the Debtors' insurers in connection with any Causes of Action;
- b. any and all Claims, Causes of Action, crossclaims, counterclaims, and rights of action that the Debtors hold against any of the parties to the Causes of Action;
- c. any and all Claims, Causes of Action, crossclaims, counterclaims, and rights of action that the Debtors hold or maintain pursuant to, or against any of the parties in, any and all sale or acquisition agreements (and all documents related thereto) entered into by the Debtors for, among other things, any right to indemnification, claims for breach of representations or warranties, or breach of contract;
- d. any and all Claims, Causes of Action, crossclaims, counterclaims, and rights of action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit or collateral;
- e. any and all Claims, Causes of Action, crossclaims, counterclaims, and rights of action based in whole or in part upon any and all contracts and leases to which any Debtors or Liquidating Trust are a party or pursuant to which any Debtor or the Liquidating Trust has any rights whatsoever;
- f. any and all Claims, Causes of Action, crossclaims, counterclaims, and rights of action against or related to all entities that owe or that may in the future owe money to the Debtors or Liquidating Trust;

- g. any and all Claims, Causes of Action, crossclaims, counterclaims, and rights of action to Allow, settle, object to or reconcile any Claims against the Debtors' Estates (as those terms are used in the Liquidating Trust Agreement). For avoidance of doubt, the Debtors expressly reserve all Causes of Action against or related to all entities who assert or may assert that the Debtors or Liquidating Trust owe money to them; and
- h. any and all Avoidance Actions and similar Causes of Action, other than the Excluded Causes of Action, including Causes of Action to avoid or recover preferential payments or other prepetition transfers under sections 510(c), 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, and any analogous provisions of applicable state law.

Additionally, the Liquidating Trustee, on behalf of the Liquidating Trust, may bring Causes of Action (except with respect to Excluded Causes of Action and except where such Causes of Action have been expressly waived, relinquished, exculpated, released, compromised or settled under the Plan, the Confirmation Order, or other Final Order or sold pursuant to the Sale Order-Designated Assets) against the following Persons including, but are not limited to:

- a. any Person previously involved in litigation with any Debtor;
 - b. any Person against whom a Cause of Action is discovered after the confirmation of the Plan;
 - c. any Person that may have committed any tortious act against any Debtor;
 - d. any potential litigation parties, including but not limited to the following:
 - 1. George T. Votis
 - 2. The Votis 2012 Trust
 - 3. Patmian, LLC
 - 4. DM Plastics Partners, LLC
 - 5. Galt Management, Inc.
 - 6. Galt Industries, Inc.
 - 7. The current and former officers and directors of the Debtors not otherwise released in accordance with the Plan
- and;
- e. any parties to the potential Avoidance Actions, including but not limited to the following:
 - 1. Integrity Tool & Mold Inc.
 - 2. Sc Usip30p Ventures LLC
 - 3. Prudential Realty Company
 - 4. Fanuc America Corporation
 - 5. Staubli Corporation
 - 6. US Staffing Agency
 - 7. Tulip Interfaces

8. Intent Design, Ltd.
9. Delta Dental of Wisconsin, Inc.
10. Teknia Rzeszow Sp.Z.O.O.
11. Momentum Industries LLC
12. Life Insurance Co. of North America
13. Meder Electronic Inc.
14. Aero-Space Southwest
15. Blue Heron
16. Aleph America Corporation
17. Johnny T's Next Door
18. Service Engineering
19. Maria Sparkling Clean Serv
20. Onstaff Group
21. Mytex Polymers US Corp.
22. Zat Automobiltechnik
23. Alabama Power Company
24. Total Petrochemicals
25. Deutsche Leasing
26. Mitsui Plastics
27. A-1 Employment Inc.
28. Tafco Polymers, Inc.
29. Lee Staffing, Inc.
30. Life Insurance Company of
31. Technische Information Serv.
32. Concours Mold Alabama
33. Pak-Lite, Inc.
34. Creed Monarch, Inc.
35. Allsafe Supply
36. Wright Plastic Products Co, LLC
37. Freightwatch Inc
38. Qps Employment Group Inc.
39. Remedy Intelligent Staffing
40. Mantz Automation Inc.
41. Xponential Works, Inc.
42. Midamerican Energy Company
43. Instaff
44. Sc Usip3p Ventures LLC
45. Current Capital Partners LLC
46. D.F. King & Co., Inc.
47. Paytech, Inc.
48. Delta Dental Of Wisconsin
49. Donnelley Financial, LLC
50. Life Insurance Company of North
51. Anderson Tooling
52. Judge, Inc.
53. Beacon Hill Staffing Group

54. WFA LLC
55. Quantum Composites
56. Spark Talent Acquisition, Inc.
57. Express Services, Inc.
58. Saige Partners
59. Comodo Security Solutions Inc.
60. Smartclean LLC
61. O'Brien Staffing DBA Staffpros
62. PTC Inc.

Exhibit 3

IDENTITY AND COMPENSATION OF THE LIQUIDATING TRUSTEE

Liquidating Trustee

1. Wayne R. Walker of Walker Nell Partners, Inc.

Compensation

1. The Trustee shall receive \$12,000 per month as compensation, and shall be entitled to reimbursement for documented actual and reasonable expenses incurred in performing his or her duties as Trustee.