Solicitation Version

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	Chapter 11
HARVEST SHERWOOD FOOD DISTRIBUTORS, INC., *et al.,*[1]	Case No. 25-80109 (SGJ)
Debtors.	(Jointly Administered)

THIRD AMENDED DISCLOSURE STATEMENT FOR THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF HARVEST SHERWOOD FOOD DISTRIBUTORS, INC. AND ITS DEBTOR AFFILIATES

SIDLEY AUSTIN LLP
Chelsea McManus (24131499)
2323 Cedar Springs, Suite 2600
Dallas, TX 75201
Telephone: (214) 981-3300
Facsimile: (214) 981-3400
Email: cmcmanus@sidley.com

SIDLEY AUSTIN LLP
Stephen Hessler (admitted *pro hac vice*)
Anthony R. Grossi (admitted *pro hac vice*)
Jon Muenz (admitted *pro hac vice*)
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5300
Facsimile: (212) 839-5599
Email: shessler@sidley.com
agrossi@sidley.com
jmuenz@sidley.com

SIDLEY AUSTIN LLP
Jason L. Hufendick (admitted *pro hac vice*)
Ryan Fink (admitted *pro hac vice*)
Daniela Rakowski (admitted *pro hac vice*)
One South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036
Email: jhufendick@sidley.com
ryan.fink@sidley.com
drakowski@sidley.com

Attorneys for the Debtors
and Debtors in Possession

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are Del Mar Holding LLC (9207), Del Mar Acquisition Inc. (8866), Surfliner Holdings, Inc. (9456), Harvest Sherwood Food Distributors, Inc. (8995), Harvest Meat Company, Inc. (9136), LAMCP Capital, LLC (N/A), Western Boxed Meats Distributors, Inc. (8735), Cascade Food Brokers, Inc. (1389), Hamilton Meat, LLC (6917), SFD Acquisition LLC (8995), SFD Transportation Corp. (1551), Sherwood Food Distributors, L.L.C. (4375), and SFD Company LLC (1175). The Debtors' service address is c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd., Beaverton, OR 97005.

This third amended disclosure statement (this "Disclosure Statement") provides information regarding the *Third Amended Joint Chapter 11 Plan of Harvest Sherwood Food Distributors, Inc. and Its Debtor Affiliates* (as may be further amended, supplemented, or otherwise modified from time to time, in each case with the prior written consent of the Plan Funders and the Committee, the "Plan"),[2] for which Harvest Sherwood Food Distributors, Inc. ("Harvest") and its debtor affiliates (together with Harvest, the "Debtors" or the "Company") will seek confirmation by the Bankruptcy Court. A copy of the Plan is attached hereto as Exhibit A and is incorporated herein by reference. The Debtors are providing the information in this Disclosure Statement to certain Holders of Claims and Interests for the purpose of soliciting votes to accept or reject the Plan.

The Debtors urge each Holder of a Claim or Interest to consult with its own advisors with respect to any legal, financial, securities, tax, or business advice in reviewing this Disclosure Statement, the Plan, and each proposed transaction contemplated by the Plan.

The Debtors strongly encourage Holders of Claims or Interests in Classes 3, 4, 5, 7, and 8 to read this Disclosure Statement (including the Risk Factors described in Article XVI hereof) and the Plan in their entirety before voting to accept or reject the Plan. Assuming the requisite acceptances of the Plan are obtained, the Debtors will seek the Bankruptcy Court's approval of the Plan at the Confirmation Hearing.

RECOMMENDATION BY THE DEBTORS AND THE COMMITTEE

EACH DEBTOR'S BOARD OF DIRECTORS, MEMBER, OR MANAGER, AS APPLICABLE, HAS APPROVED THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT, AND EACH DEBTOR BELIEVES THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF EACH OF THE DEBTORS' ESTATES, AND PROVIDE THE BEST RECOVERY TO STAKEHOLDERS. EACH OF THE DEBTORS THEREFORE STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS OR INTERESTS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE PLAN BY RETURNING THEIR BALLOTS SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY NO LATER THAN JULY 29, 2026 AT 4:00 P.M. (PREVAILING CENTRAL TIME) PURSUANT TO THE INSTRUCTIONS SET FORTH HEREIN AND ON THE BALLOT.

IN ADDITION, THE COMMITTEE SUPPORTS THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT AND BELIEVES THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Plan or the *Declaration of Eric Kaup in Support of Debtors' Chapter 11 Petitions, Debtor in Possession Financing, and First Day Pleadings* [Docket No. 14] (the "First Day Declaration"), as applicable. **The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between the Disclosure Statement and the Plan, the Plan will govern.**

EACH OF THE DEBTORS' ESTATES, AND PROVIDE THE BEST RECOVERY TO STAKEHOLDERS. THE COMMITTEE HAS PROVIDED A LETTER IN SUPPORT OF THE PLAN AND THEREFORE STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS OR INTERESTS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE PLAN.

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS OR INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE *THIRD AMENDED JOINT CHAPTER 11 PLAN OF HARVEST SHERWOOD FOOD DISTRIBUTORS, INC. AND ITS DEBTOR AFFILIATES*. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE XVI HEREIN.

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN EVENTS AND ANTICIPATED EVENTS IN THE CHAPTER 11 CASES. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES. WHILE THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS OR INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS OR INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT

SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, WHO VOTE TO REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE PLAN TRANSACTIONS CONTEMPLATED THEREBY.

THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THE PLAN AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE SUBMITTING YOUR BALLOT TO VOTE ON THE PLAN.

THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DEBTORS HAVE SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT; HOWEVER, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT BEEN, AND WILL NOT BE, AUDITED OR REVIEWED BY THE DEBTORS' INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE HEREIN.

TABLE OF CONTENTS

ARTICLE I. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN 1
A. What is chapter 11? 1
B. Why are the Debtors sending me this Disclosure Statement? 1
C. Am I entitled to vote on the Plan? 1
D. What will I receive from the Debtors if the Plan is consummated? 2
E. What will I receive from the Debtors if I hold an Allowed Administrative Claim or a Priority Tax Claim? 2
F. Are any regulatory approvals required to consummate the Plan? 2
G. What happens to my recovery if the Plan is not confirmed or does not go effective? 2
H. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation"? 3
I. What are the sources of Cash and other consideration required to fund the Plan? 3
J. Is there potential litigation related to the Plan? 3
K. Does the Plan preserve Causes of Action? 3
L. Will there be releases, exculpation, and injunction granted to parties in interest as part of the Plan? 4
M. When is the deadline to vote on the Plan? 4
N. How do I vote on the Plan? 4
O. Why is the Bankruptcy Court holding a Confirmation Hearing? 5
P. What is the purpose of the Confirmation Hearing? 5
Q. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan? 5
R. Do the Debtors recommend voting in favor of the Plan? 5
S. Who supports the Plan? 6
ARTICLE II. OVERVIEW OF THE PLAN 6
A. Introduction 6
B. The Plan 6
C. The Adequacy of This Disclosure Statement 7
D. Summary of Classes and Treatment of Claims and Interests 7
E. Solicitation Package 9
F. Voting and Confirmation of the Plan 9
1. Certain Factors to be Considered Prior to Voting 10

2. Voting Procedures and Requirements 10
3. Plan Objection Deadline 11
4. Confirmation Hearing 11
5. Confirmation 11
6. Acceptance 12
7. Feasibility 12
8. Best Interests Test; Liquidation Analysis 12
9. Compliance with Applicable Provisions of the Bankruptcy Code 14
10. Alternatives to Confirmation and Consummation of the Plan 14
G. Releases by the Debtors Set Forth in the Plan 14
ARTICLE III. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW 15
A. Corporate History 15
1. Sherwood Food Distributors 15
2. Harvest Food Distributors 15
3. Harvest Sherwood 15
B. Prepetition Business Operations 16
C. The Debtors' Prepetition Corporate and Capital Structure 17
1. Corporate Structure 17
2. Capital Structure 18
D. Litigation Assets 19
1. Antitrust Litigation Assets 19
2. Sprouts Litigation Assets 19
E. Events Leading to the Chapter 11 Filings 20
1. Food Transportation and Delivery Market Environment 20
2. Consumer Demand Pattern Changes 20
3. Customer Self-Distribution 20
4. Credit Rating Downgrade 20
5. Exploration of Strategic Alternatives 21
6. Prepetition Winddown Efforts 22
7. The Ad Hoc Unsecured Creditors' Committee 24
8. Involuntary Chapter 7 Petition 24
9. Commencement of the Chapter 11 Cases 24
ARTICLE IV. MATERIAL DEVELOPMENTS AND EVENTS OF THE CHAPTER 11 CASES 24

A. Commencement of the Chapter 11 Cases, First Day Relief, and the Debtors' Professionals 24
B. Lease Rejection 26
C. Initial DIP Financing 27
D. Appointment of the Official Unsecured Creditors' Committee 28
E. Bar Dates 28
F. Litigation Updates 29
1. The Sprouts Adversary Proceeding 29
2. The Burford Adversary Proceeding 30
3. Settlement of Certain Claims Against Certain Antitrust Defendants 30
G. Exit Capital and Replacement DIP Facility 31
1. Funding Need 31
2. Marketing Process 32
3. Proposed Liquidating Trust Distributions and Trust Governance 35
H. Projected Obligations as of the Effective Date 37
I. Proposed Confirmation Schedule 38
ARTICLE V. ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND STATUTORY FEES 39
A. Administrative Claims 39
B. DIP Claims 39
C. Exit Capital Fees and Expenses 40
D. Professional Fee Claims 40
1. Final Fee Applications and Payment of Professional Fee Claims 40
2. Administrative Claims of OCPs 40
3. Post-Confirmation Date Fees and Expenses 41
4. Professional Fee Account 41
E. Priority Tax Claims 41
F. Statutory Fees 42
ARTICLE VI. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS 42
A. Classification of Claims and Interests 42
B. Treatment of Claims and Interests 43
1. Class 1 – Other Secured Claims 43
2. Class 2 – Other Priority Claims 43
3. Class 3 – General Unsecured Claims 44
4. Class 4 – Non-Recourse Claims 45

5. Class 5 – Convenience Class Claims 45
6. Class 6 – Intercompany Claims 45
7. Class 7 – Subordinated Claims 46
8. Class 8 – Existing Equity Interests 46
9. Class 9 – Intercompany Interests 46
C. Special Provision Governing Unimpaired Claims 47
D. Elimination of Vacant Classes 47
E. Voting Classes, Presumed Acceptance by Non-Voting Classes 47
F. Controversy Concerning Impairment 47
G. Subordination of Claims 47
H. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code ... 48
I. Insurance 48
ARTICLE VII. MEANS FOR IMPLEMENTATION OF THE PLAN 48
A. General Settlement of Claims and Interests 48
B. Administration Consolidation for Voting and Distribution Purposes Only 48
C. Wind-Down 49
D. Exit Capital Facility 49
E. Exit Capital Marketing Process 50
F. Liquidating Trust 50
1. Interests in Liquidating Trust 50
2. Distribution Schedule 52
3. Creation and Governance of the Liquidating Trust 53
4. Liquidating Trust Expenses 55
5. Tax Treatment 55
6. Single Satisfaction of Allowed Claims from the Liquidating Trust 57
G. Preservation of Retained Causes of Action 57
H. Sources of Consideration for Plan Distributions 58
I. Cancellation of Existing Securities and Agreements 58
J. Effectuating Documents; Further Transactions 59
K. Vesting of Assets 59
L. Section 1146 Exemption from Certain Taxes and Fees 60
M. Corporate Action; Governance 60
N. Dissolution of the Debtors 62
O. Dissolution of the Committee 62

P. Closing the Chapter 11 Cases 62
Q. Authority to Act 63
R. Separate Plans 63
ARTICLE VIII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES 63
A. Assumption and Rejection of Executory Contracts and Unexpired Leases 63
B. Claims Based on Rejection of Executory Contracts or Unexpired Leases 63
C. Preexisting Obligations to the Debtors Under Executory Contracts and/or Unexpired Leases 64
D. D&O Insurance Policies 64
E. Engagement Letters 65
F. Reservation of Rights 65
G. Indemnity Obligations 65
H. Modifications, Amendments, Supplements, Restatements, or Other Agreements 65
I. Nonoccurrence of Effective Date 66
J. Employee Compensation and Benefits 66
ARTICLE IX. PROVISIONS GOVERNING DISTRIBUTIONS 66
A. Disbursing Agent 66
B. Delivery of Distributions and Undeliverable or Unclaimed Distributions 67
1. Record Date for Distribution 67
2. Delivery of Distributions Generally 67
3. Undeliverable Distributions and Unclaimed Property 67
4. Surrender of Cancelled Instruments or Securities 67
C. Compliance with Tax Requirements 68
D. Date of Distributions 68
E. Rights and Powers of Disbursing Agent 69
1. Expenses Incurred on or After the Effective Date 69
F. Manner of Payment 69
G. Foreign Currency Exchange Rate 69
H. Setoffs and Recoupment 69
I. Minimum Distribution 70
J. Allocations 70
K. Distributions Free and Clear 70
L. Claims Paid or Payable by Third Parties 70
1. Claims Paid by Third Parties 70

2. Claims Payable by Third Parties 71
3. Applicability of Insurance Policies 71
M. No Postpetition Interest on Claims 71
ARTICLE X. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS 71
A. Allowance of Claims and Interests 71
B. Claims Administration Responsibilities 71
C. Estimation of Claims and Interests 72
D. Adjustment to Claims or Interests Without Objection 72
E. Time to File Objections to Claims 72
F. Disallowance of Claims or Interests 72
G. Disallowance of Late Claims 73
H. Disputed Claims Process 73
I. Amendments to Claims 73
J. No Distributions Pending Allowance 73
K. Distributions After Allowance 73
ARTICLE XI. RELEASE, INJUNCTION, AND RELATED PROVISIONS 74
A. Debtor Releases 74
B. Third Party Releases 75
C. Exculpation 75
D. Injunction 76
E. Release of Liens 77
ARTICLE XII. CONDITIONS PRECEDENT TO THE EFFECTIVE DATE 78
A. Conditions Precedent to the Effective Date 78
B. Waiver of Conditions 79
ARTICLE XIII. RETENTION OF JURISDICTION 79
ARTICLE XIV. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN 81
A. Modification and Amendment 81
B. Effect of Confirmation on Modifications 81
C. Revocation or Withdrawal of Plan 81
ARTICLE XV. MISCELLANEOUS PROVISIONS 82
A. Immediate Binding Effect 82
B. Additional Documents 82
C. Substantial Consummation 82
D. Reservation of Rights 82

E. Successors and Assigns 82
F. Determination of Tax Liabilities 83
G. Notices 83
H. Term of Injunctions or Stays 84
I. Entire Agreement 84
J. Plan Supplement 84
K. Governing Law 84
L. Nonseverability of Plan Provisions 85
ARTICLE XVI. RISK FACTORS 85
A. Bankruptcy Law Considerations 85
1. A Failure to Implement the Plan May Force Less Favorable Alternatives and Prolonged Delays 85
2. Parties in Interest May Object to the Plan's Classification and Interests 86
3. Exhaustion of Debtors' Cash Collateral or the DIP Facility 86
4. The Conditions Precedent to the Effective Date of the Plan May Not Occur 86
5. The Debtors May Fail to Satisfy the Vote Requirements 87
6. The Debtors May Not Be Able to Secure Confirmation of the Plan 87
7. The Debtors May Not Be Able to Secure Nonconsensual Confirmation Over Certain Impaired Non-Accepting Classes 87
8. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code 88
9. The Debtors May Object to the Amount or Classification of a Claim or Interest 88
10. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan.. 89
11. Releases, Injunctions, and Exculpation Provisions May Not Be Approved 89
B. Risks Related to Recoveries Under the Plan 89
1. The Amounts of Allowed Claims and Allowed Interests May Adversely Affect the Recovery of Some Holders of Allowed Claims and Allowed Interests 89
2. Recoveries are Dependent on Successful Litigation Outcomes 90
3. The Debtors Cannot Guarantee the Timing of Distributions 90
4. Certain Tax Implications of the Debtors' Bankruptcy 90
C. Disclosure Statement Disclaimer 90
1. The Financial Information Contained in This Disclosure Statement Has Not Been Audited 90
2. Information Contained in This Disclosure Statement Is for Soliciting Votes 91
3. This Disclosure Statement Was Not Reviewed or Approved by the SEC 91
4. This Disclosure Statement May Contain Forward Looking Statements 91

5. No Legal or Tax Advice Is Provided to You by This Disclosure Statement 91
6. No Admissions Made 91
7. Failure to Identify Potential Objections 91
8. No Waiver of Right to Object or Right to Recover Transfers and Assets 92
9. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors 92
10. Potential Exists for Inaccuracies, and the Debtors Have No Duty to Update 92
11. No Representations Outside This Disclosure Statement Are Authorized 92

ARTICLE XVII. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF CONSUMMATION OF THE PLAN 92

A. Certain U.S. Federal Income Tax Consequences of the Plan to the Debtors 94
1. Cancellation of Debt and Reduction of Tax Attributes 94

B. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders of Allowed Claims and Allowed Interests Entitled to Vote on the Plan 95
1. U.S. Federal Income Tax Consequences to U.S. Holders of Allowed Claims and Allowed Interests in Voting Classes 95
2. Accrued Interest 96
3. Market Discount 96
4. Bad Debt Deduction 96

C. Certain U.S. Federal Income Tax Consequences of the Plan to Non-U.S. Holders of Allowed Claims and Allowed Interests Entitled to Vote on the Plan 96
1. Gain Recognition 97
2. Interest on Allowed Claims and Allowed Interests 97

D. Information Reporting and Back-Up Withholding 98
E. FATCA 99
F. Importance of Obtaining Professional Tax Assistance 99

ARTICLE XVIII. ADDITIONAL INFORMATION 99
ARTICLE XIX. RECOMMENDATION AND CONCLUSION 100

EXHIBITS

Exhibit A	Third Amended Joint Chapter 11 Plan of Harvest Sherwood Food Distributors, Inc. and Its Debtor Affiliates
Exhibit B	Liquidation Analysis
Exhibit C	Corporate Organization Chart

ARTICLE I.
QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN

A. What is chapter 11?

Chapter 11 is the principal business restructuring chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

Consummating a chapter 11 plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all holders of claims or interests whose votes on the Plan are being solicited. This Disclosure Statement is being submitted in accordance with these requirements.

C. Am I entitled to vote on the Plan?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold and whether you held that Claim or Interest as of the Voting Record Date (*i.e.*, as of June 8, 2026). Each category of Holders of Claims and Interests, pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, is referred to as a "Class." Each Class's respective voting status is set forth in Article III of the Plan and Article VI of this Disclosure Statement.

Except as otherwise provided in the Plan, nothing in the Plan shall affect the Debtors', the Liquidating Trust's, or the Liquidating Trustee's rights regarding any Unimpaired Claims or Unimpaired Interests, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims or Unimpaired Interests.

D. What will I receive from the Debtors if the Plan is consummated?

A summary of the anticipated recovery to Holders of Claims and Interests under the Plan is set forth in Article II.D of this Disclosure Statement. Any estimates of Claims or Interests in this Disclosure Statement may vary from the final amounts allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN ARTICLE II.D HEREIN ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.[3]

E. What will I receive from the Debtors if I hold an Allowed Administrative Claim or a Priority Tax Claim?

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including Professional Fee Claims) and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article II of the Plan.

A description of these Claims and their treatment is included in Article II of the Plan and Article V of this Disclosure Statement.

F. Are any regulatory approvals required to consummate the Plan?

At this time, the Debtors do not anticipate that any regulatory approvals are required to consummate the Plan. To the extent any such regulatory approvals or other authorizations, consents, rulings, or documents are necessary to implement and effectuate the Plan, however, it is a condition precedent to the Effective Date that they be obtained.

G. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance as to what precisely will happen. It is possible that any alternative may provide Holders of Claims or Interests with less than they would have received pursuant to the Plan. As described in Article IV.H of this Disclosure Statement, the Debtors require additional capital to fund an exit from chapter 11. In addition, the Debtors have ceased to operate as a business and are not generating any cash flow from their assets (which assets are not immediately monetizable) to repay all outstanding DIP Claims that are scheduled to mature on October 31, 2026, which DIP Claims constitute superpriority Administrative Expense Claims as set forth in the DIP Order that must be paid in full in Cash before, among other things, any Allowed General Unsecured Claims are entitled to any recovery. If the Plan is not confirmed, the Debtors will not be able to pay the DIP Claims when they become due absent a significant influx of cash, the availability of which is highly uncertain. The Debtors' failure to pay the DIP Claims on the maturity date would trigger an Event of Default (as defined in the DIP Order) that, pursuant to the terms of the DIP Loan Documents,

[3] The recoveries set forth herein may change based upon changes in the amount of Claims and Interests that are "Allowed."

would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order). For a more detailed description of potential consequences of extended Chapter 11 Cases, or of a liquidation scenario under chapter 7 of the Bankruptcy Code, see Article XVI of this Disclosure Statement, and the Liquidation Analysis attached hereto as **Exhibit B**.

H. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation"?

"Confirmation" of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to Holders of Allowed Claims and Allowed Interests will only be made on the date the Plan becomes effective—the "Effective Date"—or as soon as reasonably practicable thereafter, as specified in the Plan. "Consummation" of the Plan refers to the occurrence of the Effective Date. See Article XII of this Disclosure Statement, entitled "Conditions Precedent to the Effective Date," for a discussion of conditions precedent to Consummation of the Plan.

I. What are the sources of Cash and other consideration required to fund the Plan?

The Debtors, the Post-Effective Date Debtors, or the Liquidating Trust, as applicable, shall fund the transactions and distributions under the Plan from the Exit Capital Facility and the Liquidating Trust Assets in accordance with the terms of the Plan.

J. Is there potential litigation related to the Plan?

Parties in interest may object to Confirmation of the Plan, which objections potentially could give rise to litigation.

In the event that it becomes necessary to confirm the Plan over the rejection of certain Classes, the Debtors may seek confirmation of the Plan notwithstanding the dissent of such rejecting Classes. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allows the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code.

K. Does the Plan preserve Causes of Action?

The Plan provides for the retention of all Causes of Action other than those that are expressly waived, relinquished, exculpated, released, compromised, or settled, as described in greater detail in Article IV.G of the Plan.

L. Will there be releases, exculpation, and injunction granted to parties in interest as part of the Plan?

Yes, the Plan contains certain releases, exculpation, and injunctions, as set forth in Article VIII of the Plan and Article XI of this Disclosure Statement. At the Confirmation Hearing, the Debtors will present evidence to demonstrate the basis for and propriety of the release and exculpation provisions, including that the release, exculpation, and injunction provisions in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Fifth Circuit.

IMPORTANTLY, THE FOLLOWING PARTIES ARE INCLUDED IN THE DEFINITION OF "RELEASING PARTY" AND WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, INDIVIDUALLY, AND COLLECTIVELY RELEASED AND DISCHARGED ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES, IN EACH CASE SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) THE COMMITTEE AND EACH OF ITS MEMBERS; (B) THE PLAN FUNDERS; (C) EACH DIP LENDER AND ITS/THEIR APPLICABLE AGENT; (D) EACH HOLDER OF A CLAIM ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN THAT DOES NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY (I) CHECKING THE APPROPRIATE BOX ON SUCH HOLDER'S TIMELY AND PROPERLY SUBMITTED BALLOT TO INDICATE THAT SUCH HOLDER ELECTS TO OPT OUT OF THE THIRD PARTY RELEASE OR (II) TIMELY FILING AN OBJECTION TO THE THIRD PARTY RELEASE; (E) EACH HOLDER OF A CLAIM OR INTEREST IN A NONVOTING CLASS THAT DOES NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY (I) CHECKING THE APPROPRIATE BOX ON SUCH HOLDER'S TIMELY AND PROPERLY SUBMITTED OPT-OUT FORM TO INDICATE THAT SUCH HOLDER ELECTS TO OPT OUT OF THE THIRD PARTY RELEASE OR (II) TIMELY FILING AN OBJECTION TO THE THIRD PARTY RELEASE; AND (F) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (E), SUCH ENTITIES' RELATED PARTIES. THE RELEASES ARE AN INTEGRAL ELEMENT OF THE PLAN.

M. When is the deadline to vote on the Plan?

The Voting Deadline is July 29, 2026, at 4:00 p.m. (prevailing Central Time).

N. How do I vote on the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballot distributed to Holders of Claims or Interests that are entitled to vote on the Plan (the "Ballot"). For your vote to be counted, the Ballot containing your vote must be properly completed, executed, and delivered as directed so that it is **actually received** by the Debtors' Claims and Noticing Agent, Epiq Corporate Restructuring, LLC ("Epiq," or the "Claims and Noticing Agent") **on or before the Voting Deadline of July 29, 2026, at 4:00 p.m. (prevailing Central Time)**. If you have questions regarding how to vote on the Plan, please contact the Debtors' Claims and Noticing Agent as set forth below.

O. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on Confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan. The Bankruptcy Court has scheduled the Confirmation Hearing for **August 5, 2026, at 9:30 a.m. (prevailing Central Time)**. The Confirmation Hearing may be adjourned from time to time without further notice.

P. What is the purpose of the Confirmation Hearing?

The purpose of the Confirmation Hearing is to confirm a joint chapter 11 plan put forth by the Debtors. The confirmation of a plan by a bankruptcy court binds the debtor, any person acquiring property under a plan, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code.

Q. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtors' Claims and Noticing Agent via one of the following methods:

By regular mail, hand delivery, or overnight mail at:
Harvest Sherwood Food Distributors, Inc., *et al.* Ballot Processing
c/o Epiq Corporate Restructuring, LLC
10300 SW Allen Blvd.,
Beaverton, OR 97005

By electronic mail at:
HarvestSherwoodinfo@epiqglobal.com

Copies of the Plan, this Disclosure Statement, and any other publicly filed documents in the Chapter 11 Cases are available upon written request to the Claims and Noticing Agent at the address above or by downloading the documents from the Debtors' restructuring website at https://dm.epiq11.com/case/harvestsherwood/info (free of charge) or via PACER at https://ecf.txnb.uscourts.gov/ (for a fee) upon filing.

R. Do the Debtors recommend voting in favor of the Plan?

Yes. The Debtors strongly believe that the Plan provides for a larger distribution to the Debtors' stakeholders than would otherwise result from any other available alternative. As described herein, the Debtors have sought to partner with the Plan Funders, who are a strong litigation recovery team with a proven track record for successfully monetizing assets similar to those of the Debtors, and they believe their process has identified highly favorable Exit Capital Financing. The Debtors believe that the Plan is in the best interest of the Debtors' stakeholders, and that any alternatives (to the extent they exist) fail to realize or recognize the value inherent under the Plan.

S. Who supports the Plan?

The Plan is supported by the Debtors, the Plan Funders, and the Committee.

ARTICLE II.
OVERVIEW OF THE PLAN

RECOMMENDATION BY THE DEBTORS

It is the Debtors' opinion that Confirmation and implementation of the Plan is in the best interests of the Debtors' Estates and their creditors. Therefore, the Debtors recommend that all creditors whose votes are being solicited submit a ballot to **accept** the Plan.

A. Introduction

The following is a brief overview of certain material provisions of the Plan. This overview is qualified by reference to the provisions of the Plan, which is attached hereto as **Exhibit A**, and any exhibits thereto, as amended from time to time. In the event that any inconsistency or conflict exists between this Disclosure Statement and the Plan, the terms of the Plan will control. The occurrence of the Effective Date is subject to certain conditions, which are summarized in Article XII. There is no assurance that these conditions will be satisfied or waived. At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the applicable requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation of a chapter 11 plan are that the plan: (i) is accepted by the requisite holders of claims or interests in impaired classes under the plan; (ii) is in the "best interests" of each holder of a claim or interest in each impaired class under the plan; (iii) is feasible; and (iv) complies with the applicable provisions of the Bankruptcy Code.

In this instance, only Holders of Claims or Interests in Classes 3, 4, 5, 7, and 8 are entitled to vote to accept or reject the Plan. Because Classes 1 and 2 are Unimpaired, they are deemed to vote to accept the Plan. Because Classes 6 and 9 are deemed to vote to accept or reject the Plan, they are not entitled to vote. *See* Article II.F.5 for a discussion of the Bankruptcy Code's requirements for Plan Confirmation.

B. The Plan

Following the Effective Date and subject to the Post-Effective Budget and the Plan, the Liquidating Trust shall administer the Wind-Down, including winding down the affairs of the Post-Effective Date Debtors and their Estates.

A chapter 11 bankruptcy case permits a debtor to resolve its affairs and distribute the proceeds of its estate pursuant to a confirmed chapter 11 plan. To that end, the Debtors have filed the Plan, the terms of which are more fully described herein, contemporaneously with the filing of this Disclosure Statement. The Debtors assert that the Plan accomplishes this objective and is in the best interests of their Estates, and therefore seek to confirm the Plan. The Plan classifies Holders of Claims or Interests according to the type and nature of the Holder's Claim or Interest, as more fully described below.

The Plan designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (1) Impaired or Unimpaired by the Plan; (2) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; or (3) deemed to accept or reject the Plan. Claims against the Debtors and Interests in the Debtors are classified in nine separate Classes, as described herein.

C. The Adequacy of This Disclosure Statement

Before soliciting acceptances of a proposed chapter 11 plan, section 1125 of the Bankruptcy Code requires a plan proponent to prepare a written disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the plan. The Debtors are providing this Disclosure Statement in accordance with those requirements. This Disclosure Statement includes, without limitation, information about:

- the Plan, including a summary, the procedures for voting on the Plan and projected recoveries thereunder (Article II hereof);
- the statutory requirements for confirming the Plan (Article II.F hereof);
- the Debtors' organizational structures, business operations, and financial obligations (Article III hereof);
- the events leading to the filing of the Debtors' Chapter 11 Cases (Article III hereof);
- the major events during the Chapter 11 Cases, including significant pleadings filed in the Debtors' Chapter 11 Cases (Article IV hereof);
- certain risk factors that Holders of Claims or Interests should consider before voting to accept or reject the Plan (Article XVI hereof);
- the classification and treatment of Claims and Interests under the Plan, including identification of the Holders of Claims or Interests entitled to vote on the Plan (Article VI hereof);
- the means for implementation of the Plan, the provisions governing distributions to certain Holders of Claims or Interests pursuant to the Plan, the procedures for resolving Disputed Claims and other significant aspects of the Plan (Article VII hereof);
- the releases contemplated by the Plan that are integral to the overall settlement of Claims and Interests pursuant to the Plan (Article XI hereof); and
- certain United States federal income tax consequences of the Plan (Article XVII hereof).

D. Summary of Classes and Treatment of Claims and Interests

The classification of Claims or Interests, the estimated aggregate amount of Claims or Interests in each Class and the amount and nature of distributions to Holders of Claims or Interests

in each Class are summarized in the table below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including DIP Claims, Exit Capital Fees and Expenses, and Professional Fee Claims) and Priority Tax Claims have not been classified. For a discussion of certain additional matters related to Administrative Claims (including DIP Claims, Exit Capital Fees and Expenses, and Professional Fee Claims) and Priority Tax Claims, see Article II of the Plan.

Because substantially all of the Debtors' remaining estate assets consist of litigation claims that are inherently speculative in nature and outcome, the Debtors are unable to project the amount or timing of any recoveries from such claims with reasonable certainty. Accordingly, unless otherwise stated herein, the Debtors are unable to estimate the aggregate value of distributions available to Holders of Claims or Interests in each Class or the percentage recovery that any Class may ultimately receive under the Plan. The actual recoveries, if any, will depend entirely on the outcome of the Debtors' litigation claims, which is uncertain and could range from zero to an amount in excess of all Allowed Claims. For a discussion of various factors that could materially affect the amount of assets to be distributed pursuant to the Plan, see Article XVI of this Disclosure Statement.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/Interest**	**Projected Allowed Amount of Claims or Interests**	**Estimated % Recovery Under Plan[4]**
Class 1	Other Secured Claims	Unimpaired; Presumed to Accept	$8,000,000	100%
Class 2	Other Priority Claims	Unimpaired; Presumed to Accept	$1,000,000	100%
Class 3	General Unsecured Claims	Impaired; Entitled to Vote	$280,775,000	0–100%
Class 4	Non-Recourse Claims	Impaired; Entitled to Vote	$0[5]	N/A
Class 5	Convenience Class Claims	Impaired; Entitled to Vote	$1,340,000	N/A
Class 6	Intercompany Claims	Unimpaired / Impaired; Not Entitled to Vote (Presumed to Accept or Deemed to Reject)	N/A	N/A

[4] *See also* Article II.F.8.

[5] The Debtors have objected to the contingent unsecured claims asserted by the Capital Providers (the "Burford Unsecured Claims") on the basis that such claims are non-recourse claims that are subordinate to all other unsecured Claims (including General Unsecured Claims and Non-Recourse Claims) or otherwise disallowed under the Bankruptcy Code. *See* Debtors' Objection to the Burford Claims [Docket No. 689]. Accordingly, the Plan classifies the Burford Unsecured Claims as Subordinated Claims. The Debtors' objection to the Burford Unsecured Claims remains pending before the Bankruptcy Court and has not yet been adjudicated. If the Bankruptcy Court sustains the objection, the Burford Claims will be treated as Subordinated Claims. If the Bankruptcy Court overrules the objection in whole or in part, the Burford Unsecured Claims may be allowed in an amount to be determined by the Bankruptcy Court and classified as Non-Recourse Claims or General Unsecured Claims.

Class 7	Subordinated Claims	Impaired; Entitled to Vote	$35,000,000	0-100%
Class 8	Existing Equity Interests	Impaired; Entitled to Vote	N/A	N/A
Class 9	Intercompany Interests	Unimpaired / Impaired; Not Entitled to Vote (Presumed to Accept or Deemed to Reject)	N/A	N/A

E. Solicitation Package

The package of materials (the "Solicitation Package") to be sent to Holders of Claims or Interests on the Plan will contain:

- this Disclosure Statement (including the Plan and all other exhibits hereto);
- the Solicitation Procedures Order (as defined below);
- a copy of the Solicitation Procedures (as defined in the Solicitation Procedures Order);
- the notice of the Confirmation Hearing;
- an appropriate form of Ballot, together with detailed voting instructions and a pre-addressed, postage pre-paid return envelope;
- the Committee's letter in support of the Plan; and
- any additional documents that the Bankruptcy Court has ordered to be made available.

The Solicitation Package may also be obtained free of charge from the Debtors' Claims and Noticing Agent by: (1) visiting https://dm.epiq11.com/case/harvestsherwood/info; (2) writing to Harvest Sherwood Food Distributors, Inc., et al. Ballot Processing, c/o Epiq Corporate Restructuring 10300 SW Allen Blvd., Beaverton, OR 97005; or (3) emailing HarvestSherwoodinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at https://ecf.txnb.uscourts.gov/.

F. Voting and Confirmation of the Plan

The Bankruptcy Court has entered the *Order (I) Approving the Adequacy of the Third Amended Disclosure Statement; (II) Approving the Solicitation Procedures in Connection With Confirmation of the Third Amended Plan; (III) Approving the Forms of Ballots and Notices in Connection Therewith; (IV) Scheduling Certain Dates With Respect Thereto; and (V) Granting Related Relief* [Docket No. 939] (the "Solicitation Procedures Order") which has, among other things, (1) approved this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and (2) approved the solicitation procedures regarding votes to accept or reject the Plan, including certain vote tabulation rules that temporarily allow or disallow Claims and Interests for voting purposes pursuant to section 502 of the Bankruptcy Code and Bankruptcy Rule 3018.

1. Certain Factors to be Considered Prior to Voting

There are a variety of factors that all Holders of Claims or Interests entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan, including:

- the financial information contained in this Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and this Disclosure Statement;

- although the Debtors assert that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtors can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan; and

- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Claims or Professional Fee Claims, which would likely reduce the recoveries to the Holders of Claims or Interests.

2. Voting Procedures and Requirements

Pursuant to the Bankruptcy Code, only classes of Claims against or Interests in a debtor that are "impaired" under the terms of a plan of liquidation or reorganization are entitled to vote to accept or reject a plan. A class is "impaired" if the legal, equitable or contractual rights attaching to the claims or interests of that class are modified, other than by curing defaults and reinstating maturity. Classes of Claims or Interests that are not Impaired are not entitled to vote on the Plan and are conclusively deemed to have accepted the Plan. In addition, Classes of Claims or Interests that do not receive any distributions under the Plan are not entitled to vote on the Plan and are deemed to have rejected the Plan. The classification of Claims or Interests is summarized, together with an indication of whether each Class of Claims or Interests is Impaired or Unimpaired, in Article II of this Disclosure Statement. June 8, 2026 shall serve as the voting record date for administrative convenience, *provided* that any creditor who filed a valid and timely Proof of Claim by the applicable bar date[6] is provided the appropriate Solicitation Package and right to vote or opt-out, as applicable, on a rolling basis (the "Voting Record Date"). The Voting Record Date shall be used for the purpose of determining which Holders of Filed or scheduled Claims or Interests in Classes 3, 4, 5, 7, and 8 are entitled to receive a Solicitation Package.

Voting on the Plan by each Holder of a Claim or Interest in Classes 3, 4, 5, 7, and 8 is important. Please carefully follow all of the instructions contained on the Ballot(s) provided to you. All Ballots must be completed and returned in accordance with the instructions provided. To be counted, your Ballot or Ballots must be received by **4:00 p.m., prevailing Central Time, on July 29, 2026** (the "Voting Deadline") at the address set forth on the preaddressed envelope provided to you or electronically via the Claims and Noticing Agent's e-Ballot portal.

[6] The applicable bar dates are those set pursuant to the *Order (I) Setting Bar Dates for Filing Proofs of Claim, (II) Approving the Form and Manner for Filing Proofs of Claim, and (III) Approving the Notice of Bar Dates, and (IV) Granting Related Relief* [Docket No. 434].

If you are entitled to vote and you did not receive a Ballot, received a damaged Ballot or lost your Ballot, please email the Debtors' Claims and Noticing Agent, at HarvestSherwoodinfo@epiqglobal.com. Also, this Disclosure Statement, the Plan and all of the related exhibits and schedules are available, without charge, to any party in interest at https://dm.epiq11.com/case/harvestsherwood/info.

Ballots cannot be transmitted orally, by email, or by facsimile. Accordingly, you are urged to return your signed and completed Ballot, by hand delivery, overnight service, regular U.S. mail, or electronically via the Claims and Noticing Agent's e-Ballot portal promptly, so that it is received by the Claims and Noticing Agent before the Voting Deadline.

3. Plan Objection Deadline

The deadline to file objections to the Confirmation of the Plan (the "Confirmation Objections") is **July 29, 2026 at 4:00 p.m. (prevailing Central Time)** (the "Objection Deadline"). All Confirmation Objections must be in writing and must specify in detail the name and address of the objector, all grounds for the objection and the amount of the Claim or Interest held by the objector. Any Confirmation Objection must be filed with the Bankruptcy Court and served on (i) counsel to the Debtors; (ii) the U.S. Trustee; (iii) counsel to the Committee; and (iv) counsel to the Plan Funders (the "Notice Parties") on or before the Objection Deadline.

4. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of the Plan. The Bankruptcy Court has scheduled a Confirmation Hearing to confirm the Plan for **August 5, 2026 at 9:30 a.m. (prevailing Central Time)** (the "Confirmation Hearing"). The Confirmation Hearing may, however, be continued or adjourned from time to time without further notice to parties in interest other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules. Subject to section 1127 of the Bankruptcy Code, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing without further notice to parties in interest.

5. Confirmation

To confirm the Plan, the Bankruptcy Code requires that the Bankruptcy Court make a series of findings concerning the Plan and the Debtors, including that:[7]

- the Plan has classified Claims and Interests in a permissible manner;
- the Plan complies with the applicable provisions of the Bankruptcy Code;
- the Debtors have complied with the applicable provisions of the Bankruptcy Code;

[7] The descriptions contained herein are only a summary of certain confirmation requirements; they are not exhaustive of all confirmation requirements and should not be construed as such.

- the Debtors, as proponents of the Plan, have proposed the Plan in good faith and not by any means forbidden by law;

- the disclosure required by section 1125 of the Bankruptcy Code has been made;

- the Plan that has been accepted by the requisite votes, except to the extent that cramdown is available under section 1129(b) of the Bankruptcy Code, of creditors and equity interest Holders the Plan is feasible;

- all Statutory Fees due and owing have been paid or the Plan provides for the payment thereof on the Effective Date; and

- the Plan is in the "best interests" of all Holders of Claims or Interests in an Impaired Class by providing to those Holders on account of their Claims or Interests property of a value, as of the Effective Date, that is not less than the amount that each Holder would receive or retain in a chapter 7 liquidation, unless each Holder of a Claim or Interest in that Class has accepted the Plan.

6. Acceptance

A plan is accepted by an impaired class of claims if holders of at least two-thirds in dollar amount and a majority in number of claims of that class vote to accept the plan. A plan is accepted by an impaired class of interests if holders of at least two-thirds in dollar amount of interests of that class vote to accept the plan. Only those Holders of Claims or Interests who actually vote (and are entitled to vote) to accept or to reject the Plan count in this tabulation.

7. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor (unless liquidation or reorganization is proposed in the Plan). Because the Plan proposes the Wind-Down of the Post-Effective Date Debtors and their Estates on the Effective Date and following the satisfaction of the Debtors' distribution and funding requirements set forth in the Plan, for purposes of this test, the Debtors have analyzed the ability of the Liquidating Trust to meet its obligations under the Plan. Based on the Debtors' analysis, including the information that will be contained in **Exhibit B** regarding recoveries available to Holders of Allowed Claims and Allowed Interests under the Plan, the Liquidating Trust will have sufficient assets to accomplish its tasks under the Plan. Therefore, the Debtors have determined the Plan will meet the feasibility requirements of the Bankruptcy Code.

8. Best Interests Test; Liquidation Analysis

Notwithstanding acceptance of the Plan by each Impaired Class, to confirm the Plan, the Bankruptcy Court must determine that the Plan is in the best interests of each Holder of a Claim or Interest in any Impaired Class who has not voted to accept the Plan. Accordingly, if an Impaired Class does not unanimously accept the Plan, the "best interests" test requires that the Bankruptcy Court find that the Plan provides to each member of that Impaired Class a recovery on account of

the Holder's Claim or Interest that has a value, as of the Effective Date, at least equal to the value of the distribution that the Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

To address the best interests test, in addition to the Filing of this Disclosure Statement, the Debtors have prepared and filed the Liquidation Analysis, attached hereto as **Exhibit B**.

Because substantially all of the Debtors' remaining estate assets consist of litigation claims that are inherently speculative in nature and outcome, the Debtors are unable to project with reasonable certainty the amount or timing of recoveries (the "Recoveries") available to creditors under either the Plan or a hypothetical chapter 7 liquidation. Nonetheless, the Debtors have analyzed the structural and cost factors that would impact Recoveries in each scenario, including professional fees and expenses, applicable taxes, potential Claims arising during the pendency of the Plan or chapter 7 cases, trustee fees and expenses, and committed funding available to fund distributions on account of administrative and certain non-administrative Claims. The Liquidation Analysis will include a comparison of the cost structures and recovery frameworks under the Plan and in a hypothetical chapter 7 liquidation.

In summary, regardless of the ultimate amount of Recoveries realized from the Debtors' litigation claims, the Debtors will demonstrate in the Liquidation Analysis that a chapter 7 liquidation would result in a diminution in the Recoveries available to Holders of Allowed Claims and Allowed Interests as compared to the proposed distributions under the Plan, principally due to the incremental administrative costs associated with a chapter 7 proceeding, including statutory trustee fees, the disruption and delay that a conversion would impose on the prosecution of the Debtor's litigation claims, and the lack of committed financing to fund distributions. Consequently, the Debtors will demonstrate in the Liquidation Analysis that the Plan will provide a greater ultimate return to Holders of Allowed Claims and Allowed Interests than would a chapter 7 liquidation of the Debtors.

Notwithstanding the foregoing, the Debtors have prepared an illustrative analysis of potential Recoveries under the Plan for Holders of Allowed Class 3 Claims under a range of hypothetical scenarios regarding proceeds received in connection with the Antitrust Litigation on a post-Effective Date basis. (the "Illustrative Recovery Analysis"). The Illustrative Recovery Analysis is based on certain assumptions regarding, among other things, the aggregate amount of Antitrust Litigation proceeds (net of applicable fees and expenses) that may be realized by the Liquidating Trust and the resulting distributions to Holders of Allowed Claims and Allowed Interests under the Distribution Schedule set forth in the Plan. These assumptions are inherently uncertain and speculative, and the Illustrative Recovery Analysis does not purport to reflect the Debtors' views as to the most likely assumptions or outcomes with respect to the Antitrust Litigation or any other source of Recoveries. The Illustrative Recovery Analysis depicts a range of potential Antitrust Litigation receipts, net of applicable fees and expenses, and illustrates how such receipts would convert to Recoveries under the Plan assuming, solely for purposes of the analysis, that all such proceeds were received in a single distribution at the end of calendar year 2028. The actual timing of any Antitrust Litigation receipts is uncertain and may differ materially from this assumption — proceeds may be received sooner or later than assumed, and may be received on a staggered basis over an extended period rather than in a single distribution event. Any variation in the timing or amount of Antitrust Litigation receipts would affect the actual

Recoveries available to Holders of Allowed Claims and Allowed Interests under the Plan. Accordingly, the Illustrative Recovery Analysis should not be relied upon as a projection, estimate, or guaranty of actual Recoveries, and no representation or warranty is made with respect to the accuracy of the assumptions underlying, or the conclusions drawn from, the Illustrative Recovery Analysis. Holders of Claims and Interests are encouraged to (a) review the Illustrative Recovery Analysis in conjunction with the Liquidation Analysis and the other information contained in this Disclosure Statement and (b) consult with their own advisors in evaluating the Plan. For the avoidance of doubt, the Illustrative Recovery analysis does not account for the trebling of any damages awarded in connection with the Antitrust Litigation, which the Debtors have and/or intend to assert.

Aggregate Proceeds	**$0**	**$125M**	**$250M**	**$375M**	**$500M**	**$625M+**
Illustrative Range of Class 3 Recoveries	0%	0%	0%-30%	35%-65%	70%-100%	100%

9. Compliance with Applicable Provisions of the Bankruptcy Code

Section 1129(a)(1) of the Bankruptcy Code requires that the Plan comply with the applicable provisions of the Bankruptcy Code. The Debtors considered each of these issues in the development of the Plan and have determined that the Plan complies with all provisions of the Bankruptcy Code.

10. Alternatives to Confirmation and Consummation of the Plan

The Debtors evaluated alternatives to the Plan, including alternative structures, distribution waterfalls, exit financing and terms of the Plan. While the Debtors concluded that the Plan is the best alternative presently available and will maximize recoveries by Holders of Allowed Claims and Allowed Interests, if the Plan is not confirmed, the Debtors or (subject to the Debtors' exclusive periods under the Bankruptcy Code to file and solicit acceptances of a plan or plans) any other party in interest in the Chapter 11 Cases could attempt to formulate and propose a different plan. If no plan under chapter 11 of the Bankruptcy Code can be confirmed, the Chapter 11 Cases may be converted to chapter 7 cases. In liquidation cases under chapter 7 of the Bankruptcy Code, a trustee would be appointed to liquidate the remaining assets of the Debtors and distribute proceeds to creditors. The conversion of any of the Chapter 11 Cases to chapter 7 would trigger an Event of Default under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on the DIP Collateral. The proceeds of the liquidation would be distributed to the respective creditors of the Debtors in accordance with the priorities established by the Bankruptcy Code. For further discussion of the potential impact on the Debtors of the conversion of the Chapter 11 Cases to chapter 7 liquidation, see Article XVI.A of this Disclosure Statement. The Debtors have determined that confirmation and Consummation of the Plan is preferable to the presently available alternatives.

G. Releases by the Debtors Set Forth in the Plan

Article VIII of the Plan provides that each Released Party is deemed released by the Debtors, their Estates, and the Post-Effective Date Debtors, from any and all claims and Causes of

Action except as set forth therein. The Debtors have determined that applicable Law and the facts support those releases and that the Bankruptcy Court can and should approve them.

ARTICLE III.
THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. Corporate History

Harvest Sherwood Food Distributors, Inc. ("Harvest Sherwood") was a national food distribution operator primarily comprised of two regional operators that were formerly separately-owned—Sherwood Food Distributors and Harvest Food Distributors. Together, they provided food distribution services across the United States.

1. Sherwood Food Distributors

Since its founding in 1969 as Regal Packing Company, Sherwood Food Distributors grew to become one of the largest independent distributors in the meat and food industry, shipping over 20 million pounds of food products weekly on a fleet of over 250 trucks through a network of distribution centers in Atlanta, Cleveland, Detroit, Miami, and Orlando. In total, these distribution centers comprised over one million square feet of refrigerated warehouse space with over a million cases in stock covering over 50 food categories.

2. Harvest Food Distributors

Harvest Food Distributors was founded in 1989 as Harvest Meat Company with offices and distribution centers in Phoenix and San Diego. It aimed to provide independent food companies that did not have the scale to be self-distributors the opportunity for access to national and regional brands and products. While independent food distribution was not new at the time, Harvest Food Distributors launched a novel strategy to provide customers with greater ease of access to beef, pork, poultry and seafood products. Fundamentally, the strategy focused on providing a wide selection of protein items capable of serving a broad range of consumer demographics, with access to the brands and products demanded by consumers. Coupled with high fill rates and on-time delivery, the access to a wide selection of brands and products was immediately embraced by customers in Phoenix and San Diego, among other markets. Harvest Food Distributors maintained more than 6,000 retail and foodservice customers including independent grocers, supermarkets, foodservice distributors, food manufacturers and club stores.

3. Harvest Sherwood

In 2017, Harvest Food Distributors and Sherwood Food Distributors merged to form a nationwide protein and perishable food distribution network, servicing independent food retailers, regional retail chains, national retail chains, cruise lines, and foodservice distributors nationwide. The merger brought together two family-owned companies to serve as a single, trusted partner for producers and customers. Both companies retained their individual identities while leveraging their shared network of distribution routes and warehouses throughout the United States to meet local needs reliably and frequently, while providing a platform for customer expansion and growth.

B. Prepetition Business Operations

As described in greater detail below, the Debtors ceased operations prior to the Petition Date as part of their Winddown Process (as defined below) and, as a result, are no longer generating operating cash flows.

Prior to commencing the Winddown Process, through its vast network of 14 distribution centers, Harvest Sherwood shipped over 32 million pounds of food per week to protein and perishable food producers, independent food retailers, regional and national retail chains, cruise lines, and food service customers throughout the United States. The Company offered a wide range of commodities and branded selections such as bakery products, deli, beef, pork, lamb, veal, poultry, seafood, and frozen foods.

The Company coordinated the complex flow of proteins from food manufacturers to customers, serving as a valued link between over 650 suppliers and nearly 3,500 customers at any given time. Through its robust distribution infrastructure, Harvest Sherwood served as a valued path to market for suppliers, enabling a broad range of supplier products to gain access into a disparate customer base across the United States. As a scaled buyer, Harvest Sherwood provided suppliers with volume and demand certainty, removing supply chain complexities and allowing suppliers to consolidate multiple cuts of protein within one customer. Harvest Sherwood's value to suppliers was reflected by the number of longstanding supplier relationships it maintained, lasting 25 years or more on average. In addition to its strong supplier relationships, Harvest Sherwood also served as a valued partner to customers. Through Harvest Sherwood's supplier relationships, customers gained access to approximately 20,000 product offerings across a broad range of categories, combined with the convenience and value of buying from a scaled product specialist. Harvest Sherwood demonstrated best-in-class customer service, product knowledge, and category and consumer insights, and offered value-added services to help customers optimize their merchandizing strategy, such as ad planning, demand planning, and special events, all of which are critical factors in driving customer retention.

Harvest Sherwood's historical customer base can be divided into four distinct segments: (a) independent retailers and regional retail chains; (b) national specialty chains; (c) distributors, further processors, and foodservice; and (d) cruise and travel. Each segment faced unique challenges for which Harvest provided specialized, tailored solutions.

Harvest Sherwood offered a diversified array of fresh product offerings which were of key strategic importance to retailers, as perishable product offerings are destinations for consumers. Fresh offerings were a key point of difference for Harvest Sherwood's customer base as compared to big-box chains and e-commerce, and Harvest Sherwood's supplier base provided for a wide breadth of store perimeter meat, seafood, deli, dairy, and bakery products. The perimeter of a store is more profitable when compared to center aisles for retailers, and typically houses perishable products like meat, seafood, dairy, deli, and bakery items. Perishable perimeter products account for approximate 25%–30% of retailer gross margins, as compared to the approximately 20%–25% of retailer gross margins derived from center aisle product offerings. Protein is a primary driver of end consumer spending and earns high margins for retailers, with the average purchase size including a protein often being twice as much as a purchase without protein. Shoppers dedicate a

greater share of time in grocery stores at the fresh product offerings housed around the perimeter of the store, which is the primary driver of store visits for over 65% of consumers.

Harvest Sherwood distributed a wide breadth of store perimeter meat, seafood, deli, dairy, and bakery products that were key drivers for retail success.

Further details regarding the Debtors' prepetition business and operations may be found in the First Day Declaration.

C. The Debtors' Prepetition Corporate and Capital Structure

1. Corporate Structure

i. Corporate Structure

Debtor Del Mar Holding LLC ("Del Mar Holding") is the direct or indirect parent of all of the other Debtors. The Company is privately owned by Del Mar Partners 2015, L.P., Del Mar Offshore Partners 2015, L.P., and the co-founders of former Harvest Food Distributors. A copy of the Company's organizational chart is attached hereto as **Exhibit C**.

ii. *Board of Directors / Independent Directors*

In connection with the Company's evaluation of strategic alternatives, on August 27, 2024, Del Mar Holding appointed Tim Pohl as an independent director ("Mr. Pohl") to lead efforts to evaluate strategic alternatives. Mr. Pohl was subsequently appointed as independent director and the sole member of a transaction committee of Surfliner Holdings, Inc. ("Surfliner" and such committee, the "Transaction Committee") on October 10, 2024. Mr. Pohl was also appointed to the boards of Harvest Sherwood Food Distributors, Inc., Harvest Meat Company, Inc. ("HMC"), Sherwood Food Distributors LAMCP Capital, LLC ("LAMCP"), Western Boxed Meats Distributors, Inc. ("Western"), Cascade Food Brokers, Inc. ("Cascade"), Hamilton Meat, LLC ("Hamilton"), and SFD Transportation Corp. ("SFD Transportation") on March 18, 2025 in connection with a Second Amendment to the Prepetition Credit Agreement (both as defined below).[8]

Since its formation in October 2024, the Transaction Committee oversaw all aspects of the Restructuring Process (as defined below), and later the Winddown Process (as defined below), including, among other things, negotiations with the ABL Lenders (as defined below) and other third-parties, the Company's Marketing Process (as defined below) conducted by Houlihan Lokey Capital, Inc. ("Houlihan"), and the winddown of the Company's operations prior to the Petition Date.

On April 16, 2025, Surfliner, Harvest Sherwood, HMC, LAMCP, Western, Cascade, Hamilton, and SFD Transportation appointed Jill Frizzley as an additional independent director ("Ms. Frizzley" or the "Independent Director"). On April 25, 2025, Mr. Pohl resigned from the Boards of Del Mar, Surfliner, Harvest Sherwood, HMC, LAMCP, Western Boxed Meats, Cascade,

[8] The other board members of Surfliner, Harvest Sherwood, HMC, LAMCP, Western, Cascade, Hamilton, and SFD Transportation resigned in connection with the Second Amendment.

Hamilton Meat, and SFD Transportation.[9] Ms. Frizzley was subsequently added to the boards of Del Mar Holding and Del Mar Acquisition Inc. on May 5, 2025.

2. Capital Structure

The Debtors estimated approximately $323.5 to $558.5 million in total liabilities as set forth below as of the Petition Date.

Facility / Obligations	Outstanding Amount
Prepetition ABL Facility	$79.1 million
Capital Provision Agreement	$35 to $70 million[10]
Unsecured Note	$9.40 million
Trade / Vendor / Lease Obligations	$200 to $400 million[11]
Total Estimated Liabilities	$323.5 to $558.5 million

i. Prepetition ABL Facility

On June 17, 2022, Surfliner, Harvest Sherwood, HMC, Hamilton, Western, SFD Acquisition, SFD, and Sherwood entered into that certain Credit Agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 10, 2024 (the "First Amendment"), and that certain Amendment No. 2 to Credit Agreement, dated as of March 18, 2025 (the "Second Amendment"), the "Prepetition Credit Agreement") with the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent for the lenders party thereto, which initially provided for a $350 million revolving credit facility (the "Prepetition ABL Facility").[12] The Prepetition ABL Facility was secured by liens on substantially all of the Debtors' assets. The Debtors estimated approximately $79.1 million in total funded debt obligations under the Prepetition ABL Facility as of the Petition Date. All amounts under the Prepetition ABL Facility were converted into loans under the Initial DIP Facility (as defined and described further herein).

ii. Capital Provision Agreement

On December 21, 2022, certain of the Company entities executed that certain Capital Provision Agreement, dated December 21, 2022, with Blakemore Investments LLC and Milwaukee Investments LP (collectively, "Burford") in which Burford provided $35,000,000 to the Company to be used for operating capital (such agreement, the "Capital Provision Agreement"). The Capital Provision Agreement provides Burford with a subordinated interest in

[9] SFD Acquisition LLC ("SFD Acquisition"), Sherwood Food Distributors, L.L.C. ("Sherwood"), and SFD Company LLC ("SFD") are member-managed entities.

[10] These amounts exclude the accumulation of interest, as described further below.

[11] The Debtors continue to evaluate total trade and vendor obligations as numerous vendors commenced litigation against the Company prepetition and asserted damages for, in addition to ordinary payables claims, lost profits, and consequential and punitive damages, among other things.

[12] Pursuant to the Second Amendment, the total aggregate commitment under the Prepetition Credit Agreement was reduced to $140 million.

100% of the first $35,000,000 of proceeds obtained from the Antitrust Litigation Assets and in 50% of the next $70,000,000 of such proceeds (with additional interest accruing after 2025 if the Capital Provision Agreement is still in effect).

iii. Unsecured Note

On December 1, 2017, Del Mar Holding entered that certain Management Equity Subscription and Agreement (the "Option Agreement") with a minority owner and former executive of the Company (the "Equity Holder"). Following a dispute regarding the payment terms of the Option Agreement, the Equity Holder commenced litigation against Del Mar Holding for payment under the Option Agreement (the "Option Agreement Litigation") in the amount of $9,398,253.70.[13] In connection with the Option Agreement Litigation, Del Mar Holding entered into a certain Promissory Note, dated November 22, 2024, with the Equity Holder (the "Unsecured Note") with a face value equal to the same amount and a maturity date of December 31, 2028. The Unsecured Note includes quarterly payments commencing December 31, 2025 if certain Company liquidity conditions are met. The Equity Holder dismissed the Option Agreement Litigation shortly after entry into the Unsecured Note.

iv. Trade, Vendor, and Lease Obligations

In addition to the Company's funded debt obligations, on the Petition Date the Company estimated that it owed $200 to $400 million to third-party suppliers, vendors, and other ordinary course unsecured creditors. The Debtors now estimate that such amount is equal to approximately $281 million.

D. Litigation Assets

As described in the First Day Declaration, the Debtors are plaintiffs in various litigation proceedings, including with respect to certain antitrust claims and contract claims.

1. Antitrust Litigation Assets

The Company holds claims against and is a plaintiff in various antitrust and price-fixing proceedings (the "Antitrust Litigation Proceedings") against several pork, chicken, turkey, and beef producers and potentially other protein and produce vendors (the "Antitrust Defendants" and such claims, collectively, the "Antitrust Litigation Assets"). In total, the Company has asserted over $1 billion in damages (excluding treble damages) against the Antitrust Defendants. As described further below, the Debtors have successfully negotiated two settlements with certain of the Antitrust Defendants, and the Antitrust Litigation Proceedings remain ongoing.

2. Sprouts Litigation Assets

On February 24, 2025, the Company filed a complaint in the Superior Court of the State of Delaware against Sprouts Farmers Market, Inc. and SFM, LLC d/b/a Sprouts Farmers Market (collectively, "Sprouts" and such proceeding, the "Sprouts State Court Proceeding") on account of

[13] *See Leavy v. Del Mar Holdings LLC*, C.A. No. 2024-1075- (Del. Ch. Oct. 21, 2024).

a breach of contract claim regarding Sprouts' withholding of substantial payments to the Company in the period preceding the Petition Date. In total, the Company has asserted damages in the approximate amount of $42 million (the "Sprouts Litigation Assets"). Sprouts disputes the Company's claims. The Sprouts State Court Proceeding is currently stayed pending resolution of the Chapter 11 Cases; however, the Company continues to pursue its claim against Sprouts pursuant to the Sprouts Adversary Proceeding (as defined below), as described further in Article IV.F.1.

E. Events Leading to the Chapter 11 Filings

The company faced multiple challenges and significant headwinds in the current food transportation and delivery market environment, which, taken together, culminated in the Company's strained liquidity position and the ultimate commencement of the Chapter 11 Cases.

1. Food Transportation and Delivery Market Environment

The Company, like other food distributors, relied heavily on trucks, drivers, and warehouses to move and store large volumes of perishable and non-perishable goods across long distances and diverse geographies. Rising costs and volatility of fuel, labor, and transportation expenses in addition to fluctuation in the prices of diesel, wages, insurance, maintenance, and food products (in part due to various food shortages) had a material impact on the margins and cash flows of the Company, which operated in a highly competitive and low-margin industry.

2. Consumer Demand Pattern Changes

The Company faced increasingly unpredictable and dynamic consumer preference and demand pattern changes, which required, among other things, providing increased variety, convenience, quality, and sustainability in its food offerings. These shifting dynamics materially increased the complexity, risk, and cost of sourcing, handling, and distributing food products, as well as required capital expenditures for innovation, differentiation, and customization of food offerings.

3. Customer Self-Distribution

In December 2024, the Company's largest customer, Sprouts, communicated an intent to migrate to full self-distribution for a variety of product categories across its store network, including all of its products that were historically distributed by the Company. The Company initially consummated a Memorandum of Understanding with Sprouts, effective as of December 26, 2024 (the "Sprouts MOU"), which would have provided for a smooth transition of services between the Company and Sprouts. Despite the Sprouts MOU, no transition plan ultimately materialized.

4. Credit Rating Downgrade

On January 27, 2025, the Company was downgraded from "Recommended" to "Cautionary" status by SEAFAX, a well-known industry credit rating agency, which had an immediate and pronounced impact on the Company's liquidity and vendor/customer relationships. Within days of the credit rating downgrade, the Company was placed on hold by a substantial

number of its vendors and customers and received an even greater amount of vendor and customer outreach citing operational and liquidity concerns.

5. Exploration of Strategic Alternatives

Since recognizing its potential liquidity challenges in mid-2024, the Company has proactively pursued a broad range of potential strategic alternatives to maximize the value of its assets, including potential sale, restructuring and/or financial transactions. Pursuit of these options included, among other things, commencement of a fulsome marketing and sale process run by Houlihan for all or a portion of the Company's assets (the "Marketing Process"). Simultaneously, the Company engaged in negotiations with its ABL Lenders (as defined below) and third-parties regarding incremental liquidity to preserve the Company as a going concern (collectively with the Marketing Process, the "Restructuring Process").

In June 2024, the Company engaged Sidley Austin LLP ("Sidley") and Ankura Consulting Group, LLC ("Ankura") to assess and pursue the Restructuring Process in the face of its operational headwinds. In August 2024, (i) the Company appointed Andrew Scriven of Ankura as Chief Transformation Officer and (ii) engaged Houlihan to run the Marketing Process and otherwise assist the Company on restructuring and financing alternatives during the Restructuring Process.

i. Prepetition Marketing and Sale Efforts

As part of the Marketing Process, Houlihan contacted 63 potentially interested parties, 45 of which executed non-disclosure agreements and received access to confidential diligence information. In mid-October 2024, the Company received indications of interest ("IOIs") from four potentially interested parties ranging from $175 million to $225 million to purchase a subset of the Company's distribution centers (the "Perimeter Assets"). Despite these initial IOIs, the SEAFAX downgrade and Sprouts' decision to begin insourcing resulted in (i) two of the bidders withdrawing from the process and (ii) two bidders revising their IOIs in late January 2025 to $42 million and $125 million, respectively. The Company determined that these bids were materially below the liquidation value of the Company's assets and were, therefore, unactionable. The Company and Houlihan also encouraged the bidders to submit alternative structures, but those bids were similarly unactionable. With no whole-company bids available, the Company pivoted to individual branch sales.

ii. Events of Default

While simultaneously pursuing the Marketing Process, the Company also engaged with the lenders under its Prepetition ABL Facility (the "ABL Lenders") to address liquidity concerns and potential/actual defaults under the Prepetition Credit Agreement. On October 10, 2024, the Company consummated the First Amendment, which addressed a potential future default regarding a fixed cover charge ratio covenant in the Prepetition Credit Agreement and provided for certain Restructuring Process milestones.

After consummating the First Amendment, the Company engaged with the ABL Lenders regarding potential incremental liquidity relief. Despite good faith and arm's-length negotiations,

the Company and its ABL Lenders were unable to consummate such a transaction. As an alternative, the Company directed Houlihan to reach out to third-party liquidity providers. Houlihan contacted eight potential special situations investors all of which executed non-disclosure agreements. One such party submitted an IOI for a priming bridge facility, but the proposal was ultimately unactionable due to its high cost and a request to prime the ABL Lenders' existing liens. Additionally, no party was willing to provide junior secured or unsecured financing on terms that the Company could deem actionable.

On January 13, 2025, the ABL Lenders sent a Notice of Event of Default and Reservation of Rights to the Company on account of the failure to satisfy certain sale-related milestones in the Restructuring Process (due to the revised IOIs from the potential bidders). The Company began negotiating the Second Amendment with the ABL Lenders and continued discussions regarding potential liquidity relief. Simultaneously, the Company also began negotiating with the ABL Lenders regarding a potential winddown budget and process to the extent an alternative transaction was no longer viable.

6. Prepetition Winddown Efforts

Following the SEAFAX credit rating downgrade, many of the Company's vendors began to withhold shipments absent cash on delivery. In addition, on February 5, 2025, Sprouts informed the Company that it would withhold payments for goods previously distributed on account of the Company's financial condition (citing alleged missed third-party vendor payments). In total, Sprouts initially withheld $55 million of payments it was obligated to provide to the Company in the ordinary course and the Company responded by ceasing go forward product distributions to Sprouts. On February 11, 2025, the Company reached what it understood to be a resolution with Sprouts regarding the non-payments (the "Harvest/Sprouts Settlement"), resumed distributions, and received partial payments on the $55 million owed. Six days later, Sprouts breached the Harvest/Sprouts Settlement and again ceased payments to the Company (including for new goods distributed to Sprouts in accordance with the Harvest/Sprouts Settlement). In total, Sprouts withheld approximately $42 million in payments to the Company. As noted above, on February 24, 2025 the Company commenced the Sprouts State Court Proceeding to recover such amounts, and such litigation is ongoing.

Faced with these operational pressures, the failure of the Marketing Process, and the sudden withholding of tens of millions of the Company's operating revenue by Sprouts, the Company determined that no going concern transaction would be viable on the timeline dictated by the Company's liquidity situation. In mid-February 2025, the Company, with the support of its ABL Lenders, commenced an orderly winddown process to liquidate its remaining inventory, collect on its accounts receivable, and transition certain of its national distribution centers to new operators (collectively, the "Winddown Process").[14] In connection with the Debtors' difficult decision to shut down their operations, the Debtors executed the Second Amendment on March 18, 2025,

[14] By mid-March 2025, a significant ad hoc committee of unsecured creditors formed the prior month (the "Ad Hoc Unsecured Creditors' Committee") also began meaningfully engaging with the Company and ultimately supported the Company's winddown process.

which provided for a waiver of all applicable events of default under the Prepetition Credit Agreement and finalized commitments for the Company's orderly Winddown Process.

After determining to commence its Winddown Process, the Company worked with Hilco Global[15] to monetize the Company's existing inventory and collection of accounts receivable. Over an eight-week period, the Company monetized substantially all of its inventory to recover approximately $140 million on account of such inventory, which had a face value cost of approximately $154 million (i.e., an approximately 91% recovery rate).

Prior to these inventory sales, the Company had approximately $205 million of accounts receivable, which increased to approximately $345 million in connection with the inventory sales. The Debtors' accounts receivable balance is now approximately $35 million (excluding the Sprouts Litigation Assets), which consists primarily of accounts receivable that the Debtors deem uncollectable.

i. "As-Is" Branch Sales

In addition to the inventory sales described above, the Company also consummated sales of certain of its branch operations to potentially interested strategic purchasers, including those that previously participated in the Marketing Process. In sum, during the Winddown Process the Company sold five distribution center operations in Denver, Salt Lake City, Los Angeles, Kansas City, and Miami in which the purchasers (i) assumed certain lease, employee, and other obligations and (ii) purchased the inventory[16] held at such branches.[17]

ii. WARN Notices and Distribution Center Exits

On February 18, 2025 (the "Notice Date"), the Company notified its entire employee base of approximately 1,500 individuals that the Company would cease operations and commence a reduction in force (a "RIF") for all such employees on April 21, 2025. Since the Notice Date, the Company and its employees worked around the clock to preserve the value of the Company's assets and ensure an orderly process with respect to, among other things, inventory liquidation, accounts receivable collection, retention of corporate records, and compliant decommissioning or transitioning of refrigeration systems. As of the Petition Date, all employees have been terminated by the Company pursuant to the RIF (with a very limited subset still assisting the Company in its Winddown Process as independent contractors). The Company has exited all its distribution centers.

[15] The Company had previously engaged Hilco Global on February 8, 2025 to provide services in connection with its Restructuring Process, and ultimately, its Winddown Process.

[16] Approximately $7.25 million of the inventory sales described above were consummated pursuant to these branch sales.

[17] The Company sold its last remaining distribution center in Dallas, Texas during the Chapter 11 Cases. *See Order (I) Authorizing (A) The Sale of the Dallas Facility and (B) Entry into the Lease Termination Agreement; (II) Granting the Purchaser Protections Afforded to a Good Faith Purchaser; and (III) Granting Related Relief* [Docket No. 336].

7. The Ad Hoc Unsecured Creditors' Committee

On February 27, 2025, the Company received a letter from the Ad Hoc Unsecured Creditors' Committee requesting information regarding the Company's financial condition and Winddown Process given the publicly reported RIF and business closures. Following its first meeting with the Ad Hoc Unsecured Creditors' Committee and its advisors on March 3, 2025, the Company had frequent discussions with the Ad Hoc Unsecured Creditors' Committee and/or its advisors regarding the Winddown Process and its evaluation of strategic options throughout such process. As of the Petition Date, the Ad Hoc Unsecured Creditors' Committee comprised approximately 25 of the Company's unsecured creditors holding approximately $27 million of purported claims.

8. Involuntary Chapter 7 Petition

On April 18, 2025, three creditors of Sherwood purportedly holding less than $700,000 in unsecured claims (the "Petitioning Creditors") filed an involuntary chapter 7 petition against Sherwood in the United States Bankruptcy Court for the Eastern District of Michigan (the "Involuntary Petition"). Promptly upon learning about the commencement of the Involuntary Proceeding, the Company and the Ad Hoc Unsecured Creditors' Committee engaged with the Petitioning Creditors in good faith regarding a potential voluntary dismissal of the Involuntary Petition given the imminency of these Chapter 11 Cases. Contemporaneously with the Petition Date, the Petitioning Creditors and the Debtors filed a joint stipulation for dismissal of the Involuntary Petition in the Eastern District of Michigan.

9. Commencement of the Chapter 11 Cases

Throughout the Winddown Process, the Company, in consultation with its ABL Lenders and the Ad Hoc Unsecured Creditors' Committee, worked to identify a formal process that would maximize the value of the Company's remaining assets and best position the Company to pursue its Litigation Assets. The Company evaluated a myriad of potential options including, among other things, a fully out-of-court process or a court-supervised assignment for the benefit of creditors. Ultimately, the Company, with the support of its ABL Lenders and the Ad Hoc Unsecured Creditors' Committee, determined that both of these options would be insufficient processes to effectively wind down the Company's remaining affairs. This determination was informed by, among other things, the fact that the Company has thousands of vendors and customers, many of which have or likely would have commenced suits against the Company in courts across the United States (in the absence of the protections of the Bankruptcy Code).

ARTICLE IV.
MATERIAL DEVELOPMENTS AND EVENTS OF THE CHAPTER 11 CASES

A. Commencement of the Chapter 11 Cases, First Day Relief, and the Debtors' Professionals

On the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code, the Debtors filed several motions (the "First Day Motions") designed to ensure an orderly transition into chapter 11, including the following:

- "Claims Agent Retention Application": *Debtors' Emergency Application for Entry of an Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims, Noticing, and Solicitation Agent, Effective as of the Petition Date* [Docket No. 3];

- "Creditor Matrix Motion": *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File (A) a Consolidated Creditor Matrix and (B) a Consolidated List of 30 Largest Unsecured Creditors; (II) Authorizing the Debtors to Redact Certain Personally Identifiable Information; (III) Establishing a Complex Case Service List; (IV) Approving the Form and Manner of Notice of Commencement; and (V) Granting Related Relief* [Docket No. 5];

- "Global First Day Motions":

    - *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Continue to Operate Their Existing Cash Management System; and (II) Granting Related Relief* [Docket No. 7];

    - *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Certain Prepetition Claims of Critical Vendors; and (II) Granting Related Relief* [Docket No. 8];

    - *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Satisfy Certain Prepetition Contractor Obligations; and (II) Granting Related Relief* [Docket No. 9];

    - *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Certain Prepetition Taxes and Fees; and (II) Granting Related Relief* [Docket No. 10]; and

    - *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Approving Debtors' Continued Use of LC Facility; and (II) Granting Related Relief* [Docket No. 11].

- "Joint Administration Motion": *Debtors' Emergency Motion for Entry of an Order Directing Joint Administration of Related Chapter 11 Cases* [Docket No. 2]; and

- "Schedules and Statements Extension Motion": *Debtors' Emergency Motion for Entry of an Order (I) Extending Time for the Debtors to File Schedules and Statements of Financial Affairs and 2015.3 Reports and (II) Granting Related Relief* [Docket No. 6].

The Bankruptcy Court granted the relief requested in the First Day Motions.[18]

The Debtors have retained Epiq as their Claims and Noticing Agent, Sidley as the Debtors' counsel, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. ("Mintz") as the Debtors' special counsel,[19] Meru, LLC ("Meru") as the Debtors' financial advisor, and Hilco Commercial Industrial, LLC and Hilco Receivables, LLC for restructuring management services (collectively, "Hilco Global," and together, with Sidley, Cadwalader, and Meru, the "Advisors").[20] On October 21, 2025, Debtors filed a supplemental application, expanding the scope of Cadwalader's representation of the Debtors. On March 30, 2026, Debtors filed a supplemental application, expanding the scope of Meru's representation of the Debtors.[21] The Plan shall assume the Antitrust Counsel Engagement Letters, as approved by the Court, unless otherwise amended in connection with the Effective Date. Further, the Debtors have also retained Eric Kaup as the Debtors' chief restructuring officer.[22]

B. Lease Rejection

Prior to the Petition Date, the Debtors began a comprehensive winddown of their operations, including an exit for all of their 18 leases, comprised of 14 lease distribution centers

---

[18] *See Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date* [Docket No. 66]; *Order (I) Authorizing the Debtors to File a Consolidated (A) Creditor Matrix and (B) List of 30 Largest Unsecured Creditors; (II) Authorizing the Debtors to Redact Certain Personally Identifiable Information; (III) Establishing a Complex Service List; (IV) Approving the Form and Manner of the Notice of Commencement; and (V) Granting Related Relief* [Docket No. 67]; *Final Order (I) Authorizing Debtors to Continue to Operate Their Existing Cash Management System, and (II) Granting Related Relief* [Docket No. 329]; *Final Order (I) Authorizing Debtors to Pay Certain Prepetition Claims of Critical Vendors, and (II) Granting Related Relief* [Docket No. 331]; *Final Order (I) Authorizing Debtors to Satisfy Certain Prepetition Contractor Obligations; and (II) Granting Related Relief* [Docket No. 330]; *Final Order (I) Authorizing Debtors to Pay Certain Prepetition Taxes and Fees; and (II) Granting Related Relief* [Docket No. 332]; *Final Order (I) Approving Debtors' Continued Use of LC Facility; and (II) Granting Related Relief* [Docket No. 333]; *Order Directing Joint Administration of Related Chapter 11 Cases* [Docket No. 64]; *Order (I) Extending Time for the Debtors to File (A) Schedules and Statements of Financial Affairs and (B) 2015.3 Reports and (II) Granting Related Relief* [Docket No. 69].

[19] The Debtors initially retained Cadwalader, Wickersham & Taft LLP ("Cadwalader") as the Debtors' special counsel. *See Order (I) Authorizing the Employment and Retention of Cadwalader, Wickersham & Taft LLP as Special Counsel for the Debtors, Effective as of the Petition Date, and (II) Granting Related Relief* [Docket No. 411]. However, certain professionals at Cadwalader have since moved to Mintz and the Debtors will retain them in the same capacity.

[20] *See Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date* [Docket No. 66]; *Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession Effective as of the Petition Date* [Docket No. 412]; *Order Authorizing the Retention and Employment of Meru, LLC as Financial Advisor to the Debtors, Effective as of the Petition Date* [Docket No. 521]; *Order (I) Authorizing (A) The Retention of Hilco Commercial Industrial, LLC and Hilco Receivables, LLC to Provide Restructuring Management Services and (B) The Designation of Eric Kaup as Chief Restructuring Officer to the Debtors Effective as of the Petition Date, and (II) Granting Related Relief* [Docket No. 520].

[21] *See Debtors' Supplemental Application for Entry of an Order Authorizing the Retention and Employment of Meru, LLC as Financial Advisor to the Debtors* [Docket No. 706].

[22] *See Order (I) Authorizing (A) The Retention of Hilco Commercial Industrial, LLC and Hilco Receivables, LLC to Provide Restructuring Management Services and (B) The Designation of Eric Kaup as Chief Restructuring Officer to the Debtors Effective as of the Petition Date, and (II) Granting Related Relief* [Docket No. 520].

and 4 other commercial properties (the "Real Property Leases"). The Bankruptcy Court approved Debtors' rejection of the Real Property Leases.[23]

C. Initial DIP Financing

The Debtors, with the assistance of their Advisors, negotiated a senior secured superpriority, debtor-in-possession revolving credit facility (the "Initial DIP Facility"), subject to the terms and conditions set forth in the *Senior Secured Superpriority Debtor-in-Possession Credit Agreement* (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "Initial DIP Credit Agreement" and, together with all agreements, documents, and instruments delivered or executed in connection therewith, the "Initial DIP Documents"), by and among Harvest Sherwood Food Distributors, Inc., Harvest Meat Company, Inc., Hamilton Meat, LLC, Western Boxed Meats Distributors, Inc., SFD Acquisition LLC, SFD Company LLC, and Sherwood Food Distributors, L.L.C. (collectively, the "Borrowers" and, each individually, a "Borrower"), and each of the other Debtors other than Del Mar Holding LLC and Del Mar Acquisition Inc. (the "Guarantors"), JPMorgan Chase Bank, N.A., as administrative agent (the "DIP Agent"), and the lenders from time to time party thereto (the "Initial DIP Lenders" and, together with the DIP Agent, the "Initial DIP Secured Parties").

Pursuant to the Initial DIP Facility, the Initial DIP Secured Parties agreed to provide liquidity to the Debtors, in the aggregate principal amount of up to $105,000,000, to, among other things, safely and effectively wind down business operations and administer the Debtors' estates during these Chapter 11 Cases. The Debtors and their Advisors actively negotiated the terms and provisions of the Initial DIP Facility. In addition, the Debtors conducted due diligence to assess whether any alternative financing would be available on better terms than that offered by the Initial DIP Lenders. The material terms of the Initial DIP Facility include, among other things:

- $25,986,170.16 of new money Initial DIP Loans (the "New-Money Initial DIP Loans"); and

- a roll up and conversion into DIP Obligations (as defined in the Initial DIP Credit Agreement), of the remaining $79,103,829.84 of Prepetition Obligations (as defined in the Initial DIP Order (as defined below)) (the "Roll-Up DIP Loans" and, together, with the New-Money Initial DIP Loans, the "Initial DIP Loans") pursuant to the terms and conditions of the Initial DIP Order and Initial DIP Documents.

In addition, the Initial DIP Credit Agreement required that the Debtors comply with several key milestones (the "DIP Milestones"), as outlined in the Initial DIP Credit Agreement, which the Debtors have satisfied. Pursuant to the Initial DIP Order, among other things, the DIP Obligations (including accrued interest and fees) constituted allowed superpriority Administrative Expense Claims, were secured by the DIP Collateral, which comprised substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance

[23] *See Order (I) Authorizing Debtors to (A) Reject Certain Unexpired Leases of Nonresidential Real Property Effective as of the Lease Rejection Date and (B) Abandon De Minimis Property in Connection Therewith and (II) Granting Related Relief* [Docket No. 338].

Proceeds (as defined in the Initial DIP Order), and were required to be paid in full in Cash no later than the scheduled maturity date of October 31, 2026. In addition to the outstanding amount under the Initial DIP Facility, certain additional DIP Obligations would be reinstated if any amount paid to the Initial DIP Lenders in connection with the JBS Settlement or the Pilgrim's Settlement (each as defined below) is clawed back or disgorged from the DIP Lenders.

In connection with the Initial DIP Facility, the Debtors filed *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Senior Secured Liens and Provide Claims with Superpriority Administrative Expense Status, and (D) Grant Adequate Protection to the Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 12] (the "Initial DIP Motion"). The Bankruptcy Court granted the relief requested in the Initial DIP Motion, in the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Superpriority Claims; and (III) Granting Related Relief* [Docket No. 339] (the "Initial DIP Order").

As discussed in further detail in Section IV.G.2.vi below, the Debtors are seeking approval of the Replacement DIP Facility (as defined below) to takeout the Initial DIP Facility. A hearing on approval of the Replacement DIP Facility is currently scheduled for June 17, 2026.

D. Appointment of the Official Unsecured Creditors' Committee

On May 21, 2025 the United States Trustee appointed creditors to the Official Unsecured Creditors' Committee (the "Committee").[24]

E. Bar Dates

The Bankruptcy Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim, (II) Approving the Form and Manner for Filing Proofs of Claim, (III) Approving the Notice of Bar Dates, and (IV) Granting Related Relief* [Docket No. 434] (the "Bar Date Order"). The Bar Date Order set the following deadlines by which certain Holders of Claims and Interests are allowed to file a written Proof of Claim:

- **General Bar Date**: September 15, 2025 at 11:59 p.m. (prevailing Central Time) (the "General Bar Date");
- **Governmental Bar Date:** January 31, 2026 at 11:59 p.m. (prevailing Central Time) (the "Governmental Bar Date");
- **Amended Schedules Bar Date**: To the extent applicable, the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) twenty-one (21) days from the date on which the Debtors mail notice of an amendment to the Schedules at

[24] *See Appointment of the Official Unsecured Creditors' Committee* [Docket No. 148 as amended by Docket No. 553].

11:59 p.m. (prevailing Central Time) (such date, the "Amended Schedules Bar Date"); and

- **Rejection Damages Bar Date**: To the extent applicable, the later of (i) the General Bar Date, and (ii) 11:59 p.m. (prevailing Central Time), on the date that is thirty (30) days after the later of (a) entry of an order approving the rejection of any executory contract or unexpired lease of the Debtors and (b) the effective date of a rejection of any executory contract or unexpired lease of the Debtors pursuant to operation of any Court order (such date, the "Rejection Damages Bar Date"). All entities holding such claims against the Debtors must file proofs of claim so that such proofs of claim are actually received by Epiq by the applicable Rejection Damages Bar Date.

F. Litigation Updates

1. The Sprouts Adversary Proceeding

As described in Article III.D.2 above, on February 24, 2025, the Company commenced the Sprouts State Court Proceeding, which is currently stayed pending resolution of the Chapter 11 Cases. On May 8, 2025, the Debtors commenced an adversary proceeding to pursue the Sprouts Litigation Assets in the Bankruptcy Court (the "Sprouts Adversary Proceeding").[25] The Bankruptcy Court issued a bench ruling on September 9, 2025, dismissing certain claims asserted in the Sprouts Adversary Proceeding. On December 15, 2025, the Debtors and Sprouts filed competing motions for summary judgment in the Sprouts Adversary Proceeding.[26] The Bankruptcy Court has denied the relief in such motions. While trial was set for June 15, 2026,[27] on May 31, 2026, the Debtors and Sprouts agreed to consensually postpone the date for trial while the parties engaged in settlement discussions. As of the date hereof, those discussions are ongoing.

Notwithstanding the foregoing and anything related to the Sprouts Adversary Proceeding contained herein, reference is made to Article III, Sections D.2, E.3, E.5.i, and E.6, and this Article IV.F of this Disclosure Statement, in which the Debtors make certain statements and allegations concerning (a) the Sprouts State Court Proceedings, (b) the Sprouts Adversary Proceeding, (c) the Sprouts MOU and the transition agreement contemplated thereby, (d) the alleged role of Sprouts' communication to the Company in December 2024 of its intention to eventually migrate to self-distribution of meat and seafood products on the Company's prepetition marketing and sale efforts and the Company's decision to cease operations and wind-down its businesses, (e) commercial disputes between the Company and Sprouts arising out of the parties' former distribution relationship, and (f) the purported Harvest/Sprouts settlement and Sprouts' alleged breach thereof. Many of these matters are the subject of ongoing litigation between Sprouts and Harvest in the Sprouts Adversary Proceeding. Sprouts disputes the Company's claims against Sprouts in the

[25] *See Harvest Sherwood Food Distributors, Inc. v. Sprouts Farmers Market, Inc., SFM, LLC d/b/a Sprouts Farmers Market, and John Doe Defendants,* Adv. Proc. No 25-08002 (Bankr. N.D. Tex. May 8, 2025) [Adv. Docket No. 1].

[26] *See Harvest Sherwood Food Distributors, Inc. v. Sprouts Farmers Market, Inc., SFM, LLC d/b/a Sprouts Farmers Market, and John Doe Defendants,* Adv. Proc. No 25-08002 (Bankr. N.D. Tex. Dec. 15, 2025) [Adv. Docket No. 110].

[27] *See Harvest Sherwood Food Distributors, Inc. v. Sprouts Farmers Market, Inc., SFM, LLC d/b/a Sprouts Farmers Market, and John Doe Defendants,* Adv. Proc. No 25-08002 (Bankr. N.D. Tex. Jan. 12, 2026) [Adv. Docket No. 145].

Sprouts Adversary Proceeding and the Sprouts State Court Proceedings, and has asserted counterclaims against Harvest in the Sprouts Adversary Proceeding and filed amended proofs of claim against several of the Debtors in which Sprouts asserts damages (as adjusted) of approximately $65.8 million against Harvest and certain other Debtors. Additionally, Sprouts disputes many of the Debtors' statements in this document, including with respect the matters referenced in clauses (a) through (f) above. Creditors and other interested parties are encouraged to review both of the Debtors' and Sprouts' filings in the Sprouts Adversary Proceeding docket (accessible at: https://dm.epiq11.com/case/harvestsherwood/advproc) for a more complete understanding of each of the Debtors' and Sprouts' positions on disputed matters in the Sprouts Adversary Proceeding. Sprouts reserves all rights, claims, counterclaims, objections, and defenses, in connection with, among other things, the Sprouts Adversary Proceeding, this Disclosure Statement, and the Plan.

2. The Burford Adversary Proceeding

On July 10, 2025, Burford commenced an adversary proceeding against the Debtors and the DIP Agent (the "Burford Adversary Proceeding"). Burford sought a declaratory judgment that it had a first-priority senior interest in the Claim Proceeds. On August 6, 2025, the Debtors filed a motion to dismiss the Adversary Proceeding.[28] On September 9, 2025, the Bankruptcy Court issued a bench ruling dismissing the Burford Adversary Proceeding. The Bankruptcy Court subsequently entered the Dismissal Order on November 13, 2025 (the "Dismissal Order").[29] On November 26, 2025, Burford filed an appeal of the Dismissal Order (the "Burford Appeal").[30] The appeal is still pending.

3. Settlement of Certain Claims Against Certain Antitrust Defendants

The Debtors are continuing to pursue the Antitrust Litigation Assets. To date, the Debtors have successfully negotiated two settlements with certain of the Antitrust Defendants, the JBS Settlement and the Pilgrim's Settlement (each as defined below).

i. JBS Settlement

On July 18, 2025, the Bankruptcy Court approved a settlement agreement resolving certain pork-related antitrust claims by the Debtors against JBS Food Company, JBS Food Company Holdings, and Swift Pork Company (collectively "JBS" and, the referenced settlement the "JBS Settlement").[31] The JBS Settlement resulted in proceeds, net of litigation costs of $10,750,512.00, which were used to pay down the Initial DIP Facility. As described above, as part

[28] *See Blakemore Invs. LLC & Milwaukee Invs. LP v. Hamilton Meat, LLC, et. al. (In re Harvest Sherwood Food Distributors., Inc.)* Adv. Proc. No. 25-08008 (Bankr. N.D. Tex. Aug. 6, 2025) [Adv. Docket No. 20].

[29] *See Blakemore Invs. LLC & Milwaukee Invs. LP v. Hamilton Meat, LLC, et. al. (In re Harvest Sherwood Food Distributors., Inc.)* Adv. Proc. No. 25-08008 (Bankr. N.D. Tex. Nov. 13, 2025) [Adv. Docket No. 55].

[30] *See Blakemore Invs. LLC & Milwaukee Invs. LP v. Hamilton Meat, LLC, et. al. (In re Harvest Sherwood Food Distributors., Inc.)* Adv. Proc. No. 25-08008 (Bankr. N.D. Tex. Nov. 26, 2025) [Adv. Docket No. 58].

[31] *See Order (A) Approving a Settlement Agreement with JBS USA Food Company, JBS USA Food Company Holdings, and Swift Pork Company Pursuant to Federal Rule of Bankruptcy Procedure 9019 and (B) Granting Related Relief* [Docket No. 409].

of the Burford Adversary Proceeding and the Burford Appeal, there is ongoing litigation regarding this paydown.

ii. Pilgrim's Settlement

On September 23, 2025, the Bankruptcy Court approved a settlement agreement resolving certain chicken-related antitrust claims by the Debtors against Pilgrim's Pride Corporation ("Pilgrim's" and the referenced settlement the "Pilgrim's Settlement").[32] The Pilgrim's Settlement resulted in proceeds, net of litigation costs of $24,729,639.30, which were used to pay down the Initial DIP Facility. As described above, as part of the Burford Adversary Proceeding and the Burford Appeal, there is ongoing litigation regarding this paydown.

G. Exit Capital and Replacement DIP Facility

1. Funding Need

As set forth herein, the Debtors do not operate any business and do not possess any operating assets or other immediately monetizable property. The Debtors' remaining estate value resides almost entirely in the Antitrust Litigation Assets and the Sprouts Litigation Assets, the monetization of which is inherently uncertain in both timing and amount. Although the Debtors have already obtained Court approval of settlements with certain antitrust litigation defendants and may obtain Court approval of additional settlements in the future, the Debtors are unable to reliably estimate the timing or value of any such future settlements. Further, the projected trial dates with respect to the Antitrust Litigation Assets range from end of 2026 to late 2027 or early 2028 (not accounting for any potential delays or any appeals of any judgments obtained in connection therewith).

Accordingly, the Debtors do not have, and do not expect to generate before the maturity of the Replacement DIP Facility (as defined below) in October 2026, liquidity sufficient to repay the outstanding DIP Claims, fund administrative expenses, reconcile and pay Allowed Claims, and continue to prosecute all Retained Causes of Action through trial and collection. Absent an exit financing transaction, the Debtors would be unable to confirm any chapter 11 plan and would face an effective choice between conversion to chapter 7 and dismissal—each of which would be value destructive. As such, deferring solicitation and evaluation of financing opportunities in the hope that future settlements or other developments will provide sufficient liquidity—is not a viable alternative for the Debtors. Such an approach would be both speculative and value-destructive for several reasons.

First, the costs of remaining in chapter 11 are material and continuing. Interest under the DIP Credit Agreement accrues each month on a paid-in-kind basis, which compounds the outstanding balance. Further, ongoing case expenses, including professional fees, continue to accrue at a substantial monthly rate. Each additional month of chapter 11 administration therefore directly reduces the value ultimately available for distribution to creditors.

[32] *See Order (A) Approving a Settlement Agreement with Pilgrim's Pride Corporation Pursuant to Federal Rule of Bankruptcy Procedure 9019 and (B) Granting Related Relief* [Docket No. 488].

Second, although the Debtors may negotiate and consummate additional settlements between the date hereof and the maturity of the Replacement DIP Facility, the Debtors have no certainty that any such settlements—individually or in the aggregate—would be of sufficient magnitude to satisfy the DIP Claims, fund administrative expenses, and otherwise enable the confirmation of any chapter 11 plan. Any attempt to align the Debtors' exit financing timeline with the resolution of the Antitrust Litigation Proceedings would be detrimental to estate stakeholders.

Third, postponing the exit financing process would compromise, rather than preserve, the Debtors' negotiating leverage and opportunity to find the best terms available. As described below, the competitive marketing process the Debtors have conducted to date resulted in materially improved economics. Those improvements were possible because the Debtors approached the exit financing market from a position of relative stability, with meaningful runway under the Initial DIP Facility and/or Replacement DIP Facility (as applicable), supportive stakeholders, and the ability to decline any proposal that did not deliver sufficient value. Deferring solicitation until the Replacement DIP Facility approached maturity would invert that dynamic: the Debtors would face the market as a forced borrower, with diminishing liquidity, eroding stakeholder patience, and the practical alternative of conversion or dismissal looming behind every counter-offer. The terms available in that scenario would be materially inferior to those available today.

2. Marketing Process

For all of the foregoing reasons, the Debtors, in consultation with the Committee and with the active engagement of their advisors, initiated a robust marketing effort to secure the exit financing necessary to consummate a value-maximizing chapter 11 plan. That process has worked as intended: it has generated competitive tension, attracted actionable transaction proposals from multiple potential funders, and produced materially improved economics for the benefit of the Debtors' creditors.

i. Initial Funding Proposal

For months, the Debtors worked tirelessly to negotiate the terms of an actionable financing proposal with their postpetition lenders under the Initial DIP Facility (the "Initial Plan Funders"). The proposed exit facility consisted of three components: (a) a refinancing facility to convert then outstanding DIP Claims (including exit DIP Claims) into obligations under the exit facility; (b) a new-money facility of approximately $52.1 million; and (c) a contingent reserve fund of approximately $40 million (the "Burford Contingency Line") to address potential obligations arising from the Burford Appeal (the "Initial Funding Proposal"). Following these negotiations, on May 7, 2026, the Debtors filed the following documents reflecting the terms of the Initial Funding Proposal: (i) the *Joint Chapter 11 Plan of Harvest Sherwood Food Distributors, Inc. and Its Debtor Affiliates* [Docket No. 759] (the "Initial Chapter 11 Plan"); (ii) the *Disclosure Statement for the Joint Chapter 11 Plan of Harvest Sherwood Food Distributors, Inc. and Its Debtor Affiliate* [Docket No. 760] (the "Initial Disclosure Statement"); (iii) the *Debtors' Motion for Entry of an Order (I) Conditionally Approving the Adequacy of the Disclosure Statement; (II) Approving the Solicitation Procedures in Connection with Confirmation of the Plan; (III) Approving the Forms of Ballots and Notices in Connection Therewith; (IV) Scheduling Certain Dates with Respect*

Thereto; and (V) Granting Related Relief [Docket No. 763] (the "Solicitation Procedures Motion"); and (iv) the *Debtors' Motion Pursuant to 11 U.S.C. §§ 105(a), 363(b), 503, and 507 and Fed. R. Bankr. P. 6004 for Entry of an Order (I) Authorizing the Debtors to Enter Into the Exit Capital Commitment Agreement, (II) Approving the Performance of All Obligations Thereunder, and (III) Granting Related Relief* [Docket No. 761] (the "Exit Capital Commitment Motion" and, together with the Initial Chapter 11 Plan, the Initial Disclosure Statement, and the Solicitation Procedures Motion, the "Initial Transaction Documents").

ii. Alternative Funding Proposal

Contemporaneously with and following the filing of the Initial Transaction Documents, the Debtors continued to receive and evaluate additional proposals from other potential financing sources. Among those was a proposal from certain funds managed by Atlas Grove Management, LLC ("Atlas Grove" or the "Plan Funders"). Following extensive negotiations, the Debtors and the Plan Funders negotiated the terms of a transaction that the Debtors, in consultation with their advisors and the Committee, determined was superior to the Initial Funding Proposal. Specifically, the Atlas Grove proposal offered (a) a lower commitment fee and (b) overall economic terms and a distribution waterfall that the Debtors and their advisors determined would be more favorable to the Debtors' estates and creditors (the "Alternative Funding Proposal"). As a condition to the Alternative Funding Proposal, the Plan Funders required, and the Debtors agreed to pursue, a takeout of the Initial DIP Facility on an expedited basis through a replacement debtor-in-possession facility (the "Replacement DIP Facility") on substantially identical terms to the Initial DIP Facility but at a reduced interest rate.

Accordingly, on May 20, 2026, the Debtors filed (i) the *First Amended Joint Chapter 11 Plan of Harvest Sherwood Food Distributors, Inc. and Its Debtor Affiliates* [Docket No. 800] (the "Alternative Chapter 11 Plan"); (ii) the *First Amended Disclosure Statement for the First Amended Joint Chapter 11 Plan of Harvest Sherwood Food Distributors and Its Debtor Affiliates* [Docket No. 801] (the "Alternative Disclosure Statement"); (iii) the *Debtors' First Amended Motion for Entry of an Order (I) Conditionally Approving the Adequacy of the Disclosure Statement; (II) Approving the Solicitation Procedures in Connection with Confirmation of the Plan; (III) Approving the Form of Ballots and Notices in Connection Therewith; (IV) Scheduling Certain Dates with Respect Thereto; and (V) Granting Related Relief* [Docket No. 802] (the "Alternative Solicitation Procedures Motion"); (iv) the *Debtors' Emergency Amended Motion Pursuant to 11 U.S.C. §§ 105(a), 363(b), 503, and 507 and Fed. R. Bankr. P. 6004 for Entry of an Order (I) Authorizing the Debtors to Enter Into the Exit Capital Commitment Agreement, (II) Approving Performance of All Obligations Thereunder, and (III) Granting Related Relief* [Docket No. 803] (the "Alternative Exit Capital Commitment Motion"); and (v) the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Obtain Replacement Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Senior Secured Liens and Provide Claims with Superpriority Administrative Expense Status; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. 804] (the "Replacement DIP Motion" and, together with the Alternative Chapter 11 Plan, the Alternative Disclosure Statement, the Alternative Solicitation Procedures Motion, and the Alternative Exit Capital Commitment Motion, the "Alternative Transaction Documents").

iii. Revised Initial Funding Proposal

In response to the filing of the Alternative Transaction Documents, the Initial Plan Funders re-engaged with the Debtors and submitted a revised proposal with improved terms. Recognizing the opportunity presented by the competing proposals to negotiate further improvements for the benefit of all stakeholders, the Debtors entered into renewed negotiations with the Initial Plan Funders. Those negotiations resulted in a revised proposal from the Initial Plan Funders reflecting substantially improved economic terms (the "Revised Initial Funding Proposal"). On May 22, 2026, to secure the competitive terms presented by the Revised Initial Funding Proposal, the Debtors filed (i) the *Second Amended Joint Chapter 11 Plan of Harvest Sherwood Food Distributors, Inc. and Its Debtor Affiliates* [Docket No. 819] (the "Revised Initial Chapter 11 Plan") and (ii) the *Second Amended Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Harvest Sherwood Food Distributors, Inc. and Its Debtor Affiliates* [Docket No. 820] (the "Revised Initial Disclosure Statement" and, together with the Revised Initial Chapter 11 Plan, the Solicitation Procedures Motion, and the Exit Capital Commitment Motion, the "Revised Initial Transaction Documents").

iv. Stalking Horse Auction

Capitalizing on the competitive tension created by these dueling proposals, the Debtors, in consultation with the Committee, determined that conducting an auction (the "Stalking Horse Auction") would provide the best opportunity to select a value-maximizing "stalking horse" Plan transaction. Accordingly, on May 25, 2026, the Debtors filed the *Notice of Stalking Horse Auction* [Docket No. 823] (the "Stalking Horse Auction Notice") to provide notice to interested parties of the Stalking Horse Auction and to set forth the procedures governing such Stalking Horse Auction, including the requirements for competing proposals. The Stalking Horse Auction commenced on May 26, 2026 (in-person for two days), and ended on June 1, 2026 (virtually), with both the Initial Plan Funders and the Plan Funders participating as competing funders. Over the course of the Stalking Horse Auction, both the Initial Plan Funders and the Plan Funders submitted successive rounds of improved proposals. The Stalking Horse Auction generated material improvements in the proposed exit financing terms as compared to both the Alternative Funding Proposal and the Revised Initial Funding Proposal, yielding significantly improved economics for the Debtors' estates and improved projected creditor recoveries relative to the proposals as they stood at the commencement of the Stalking Horse Auction.

The Stalking Horse Auction progressed through over 20 rounds of bidding, including a "best and final" round at the conclusion of which the Debtors, in consultation with the Committee, determined that the proposal submitted by the Plan Funders represented the highest or otherwise best bid available to serve as a stalking horse Plan Funder, subject to the receipt of higher or otherwise better bids between the date hereof and the Voting Deadline.

v. Stalking Horse Funding Proposal

Following the conclusion of the Stalking Horse Auction, the Debtors finalized the terms of Atlas Grove's revised proposal, which include the following: (a) an exit capital financing facility comprised of (1) a refinancing facility to convert approximately $109.8 million anticipated outstanding DIP Claims on or around the Effective Date into obligations under an exit facility;

(2) a new-money facility of approximately $30 million; and (3) the Burford Contingency Line; (b) a 3.0% Exit Capital Commitment Fee and an expense reimbursement obligation (capped, with respect to certain exit facility related activities identified in the Commitment Letter, at $1.35 million) payable in connection therewith (collectively, the "Commitment Obligations"); and (c) a proposed distribution waterfall under the Plan as set forth herein (collectively, the "Stalking Horse Funding Proposal"). On June 1, 2026, the Debtors filed the *Notice of Filing Third Amended Chapter 11 Plan* [Docket No. 859], *Notice of Filing of Revised Proposed Exit Capital Commitment Order* [Docket No. 860], and refiled the Replacement DIP Motion [Docket No. 865], among other documents, reflecting the terms of the Stalking Horse Funding Proposal (collectively, the "Stalking Horse Transaction Documents"). The Commitment Obligations were approved by the Court on June 2, 2026.

vi. Replacement DIP Financing

As described herein, the Stalking Horse Funding Proposal also included a Replacement DIP Facility in the amount of $150 million. Such Replacement DIP Facility was designed as a full takeout of the Initial DIP Facility on improved economic terms, an approximate increase of the Initial DIP Facility in the amount of $5 million to fund case expenses, a budget that reflects the funding of these Chapter 11 Cases, and the addition of the Contingent Burford Line. A hearing for approval of the Replacement DIP Facility is currently scheduled for June 17, 2026. This Disclosure Statement, as well as the Liquidation Analysis attached hereto, assumes approval of the Replacement DIP Facility and its treatment under the Plan.

vii. Continued Marketing Process

As described herein, the Stalking Horse Funding Proposal is subject to higher and better bids through the Voting Deadline. In connection therewith, the Debtors have filed, or will file, the *Debtors' Emergency Motion for Entry of an Order (I) Approving Bid Procedures for Exit Financing Marketing Process; (II) Scheduling an Auction; (III) Approving Form and Manner of Notice; and (IV) Granting Related Relief* setting forth the procedures that will govern the remainder of the Debtors' exit financing marketing and solicitation process (the "Bid Procedures Motion"). The Bid Procedures Motion establishes, among other things, the requirements that any competing proposal must satisfy to constitute a "Qualified Bid," the minimum initial overbid and subsequent bid increments, the deadlines by which interested parties must submit competing proposals, and the date, time, and location of any auction to be conducted in connection with the foregoing. Through these procedures, the Debtors seek to ensure a fair, transparent, and competitive process designed to solicit the highest or otherwise best proposal available to the Debtors' estates while preserving the certainty of the Stalking Horse Funding Proposal as a value-maximizing floor. Any such alternative transaction that emerges through this process will remain subject to the Debtors' Commitment Obligations to the Plan Funders.

3. Proposed Liquidating Trust Distributions and Trust Governance

As described in the Plan, future distributions to stakeholders will be made from a Liquidating Trust in accordance with the Plan and the Liquidating Trust Agreement. Certain of the key economic and governance terms of the Plan and the Liquidating Trust Agreement are

summarized in further detail below. The description of such terms assume that the Stalking Horse Transaction Documents contain the ultimate operative terms of the Plan.

i. Liquidating Trust Distribution Waterfall

Under the Plan, all cash available for distribution from the Liquidating Trust (the "Distributable Cash") will be paid out in a tiered "waterfall" that determines payment priorities. *First*, 100% of Distributable Cash will be distributed to the Plan Funders, who hold certain Series A Liquidating Trust Interests, until they have recovered the "Return Threshold A" —(a) a full 1.00x return of their "Return Threshold," defined as the amount of new money the Plan Funders actually invested to fund the Plan (the "Exit Capital New-Money Commitment," currently approximately $140 million), plus (b) a 3.50% annual "ticking fee" that accrues on the undrawn portion of the separate $40 million Burford Contingency Line; *provided* that, to the extent the Burford Appeal is resolved in the Debtors' favor and the Liquidating Trust irrevocably releases the commitment associated with the Burford Contingency Line, such ticking fee will cease accruing. *Second*, once the Plan Funders have received Return Threshold A, 20% of each remaining dollar of Distributable Cash continues to the Plan Funders and 80% flows into the "Junior Distribution Pool" — which pays junior creditors, including applicable postpetition interest, in accordance with the absolute priority rule. *Third*, after junior creditors have been paid in full (including postpetition interest), 80% of any further Distributable Cash shall be distributed to the Plan Funders and the remaining 20% to holdings of Existing Equity Interests. A different, modified waterfall applies only to proceeds of the Debtors' Antitrust Litigation Proceedings if a "Claw-Back Event" occurs (*i.e.*, if Burford ultimately prevails in the Burford Appeal). In such a scenario, the Burford Contingency Line is first drawn to satisfy amounts owed to Burford, after which Distributable Cash realized on account of the Antitrust Litigation Proceedings are split 50/50 between the Plan Funders and Burford until Burford is paid amounts owed as determined in the Burford Appeal. From there the waterfall resets to the pattern above, 100% to the Plan Funders until they receive of 1.00x "Alternate Return Threshold A" (now measured against their full Invested Amount of roughly $180 million, which includes the Burford Contingency Line).

ii. Liquidating Trust Creation and Governance

As described further in Article IV.F.3 of the Plan and Article VII.F.3 herein, the Liquidating Trust will be governed in accordance with the Liquidating Trust Agreement, a form of which will be included in a Plan Supplement to be filed with the Bankruptcy Court in advance of the Confirmation Hearing. All parties in interest are encouraged to review the Plan Supplement, including the Liquidating Trust Agreement, once it is filed. The Liquidating Trust Agreement will be in form and substance acceptable to the Plan Funders (in their sole discretion) and the Committee (such acceptance not to be unreasonably withheld, conditioned, or delayed). Among other things, the Liquidating Trust Agreement will provide for (i) the irrevocable transfer to the Liquidating Trust of all of the Debtors' right, title, and interest in the Liquidating Trust Assets, free and clear of all Liens, charges, Claims, encumbrances, and interests and (ii) the powers, rights, and duties of the Liquidating Trustee and the Liquidating Trustee Advisory Board, including relating to (a) the investigation and prosecution of the Retained Causes of Action, (b) the administration and pursuit of the Liquidating Trust Assets, (c) procedures for the reconciliation and allowance of Claims and Interests, (d) distributions under the Plan to Holders of Allowed

Claims and Allowed Interests to the extent set forth in the Plan and in the Liquidating Trust Agreement and pursuant to the procedures set forth therein, (e) the retention of professionals to assist and advise the Liquidating Trustee in the performance of its duties, (f) the payment of and reserve for Liquidating Trust Expenses, (g) the authority to obtain additional financing, and (h) reasonable and customary provisions for the limitation of liability of the Liquidating Trustee, its professionals, agents, and advisors and indemnification of such persons by the Liquidating Trust. The Liquidating Trust will be structured as a "liquidating trust" for U.S. federal income tax purposes with the Liquidating Trust Beneficiaries as the deemed owners.

On the Effective Date, a Liquidating Trust Advisory Board will be appointed pursuant to the Liquidating Trust Agreement as a three-member board comprised of (i) two members appointed by the Plan Funders in their sole discretion and (ii) a Committee Designee, to (a) oversee, review and direct the activities of the Liquidating Trustee and the performance of the Liquidating Trustee with respect to its responsibilities under the Plan and the Liquidating Trust Agreement and (b) review and approve or reject decisions proposed by the Liquidating Trustee as set forth in the Liquidating Trust Agreement. Upon final payment of all amounts to the Series B-1, B-2, B-3 and B-4 Liquidating Trust Interests pursuant to the Distribution Schedule, the Committee Designee shall be replaced with a member appointed by the other two members of the Liquidating Trust Advisory Board with the consent of the Plan Funders. The Liquidating Trust Advisory Board will be authorized to take or not take, and to cause the Liquidating Trustee to take or not take, any action with the consent of a majority of its members in accordance with the Liquidating Trust Agreement and other applicable governing documents.

The Plan designates James Carr from META Advisors as the Liquidating Trustee, who, upon entry of the Confirmation Order, shall have the Bankruptcy Court's approval, on the Effective Date, to (a) serve as the trustee and administrator for the Liquidating Trust and (b) take such other actions as may be authorized under the Liquidating Trust Agreement pursuant to its terms, and any successor thereto, in each case subject to the supervision and control of the Liquidating Trust Advisory Board. The Liquidating Trustee's proposed compensation will be set forth in the Plan Supplement and is anticipated to be $15,000 per month plus 1-2% of Distributable Cash ultimately distributed pursuant to the Plan. As part of its Stalking Horse Funding Proposal, to provide case continuity, the Plan Funder and the Committee have agreed that the Committee's current counsel, McDermott Will & Schulte LLP, and financial advisor Province, LLC will be retained by the Liquidating Trust.

H. Projected Obligations as of the Effective Date

The Debtors estimate approximately $323.5 to $558.5 million in total liabilities as of the projected Effective Date as set forth below, which assumes consummation and approval of the Replacement DIP Facility.

Facility / Obligations	Outstanding Amount[33]
Replacement DIP Facility	$109.80 million
Capital Provision Agreement	$0.00[34]
Unsecured Note	$9.40 million
Trade / Vendor / Lease Obligations	$280.78 million
Total Estimated Liabilities	$399.98 million

I. Proposed Confirmation Schedule

The Debtors have proposed the following schedule of proposed dates, subject to the Bankruptcy Court's availability:

Event	Date
Voting Record Date	June 8, 2026
Disclosure Statement / Solicitation Procedures Approval Objection Deadline / Hearing	June 12, 2026 at 10:00 a.m. (prevailing Central Time)
Mailing of Confirmation Hearing Notice	June 18, 2026
Solicitation Deadline	June 18, 2026
Publication Deadline	June 18, 2026
Plan Supplement Filing Deadline[35]	July 22, 2026
Voting / Opt-Out Deadline	July 29, 2026 at 4:00 p.m. (prevailing Central Time)
Objection Deadline	July 29, 2026 at 4:00 p.m. (prevailing Central Time)
Voting Report Filing Deadline	August 3, 2026 at 4:00 p.m. (prevailing Central Time)
Confirmation Hearing	August 5, 2026 at 9:30 a.m. (prevailing Central Time)

To comply with this timeline, the Debtors are filing the amended proposed *Order (I) Approving the Adequacy of the Third Amended Disclosure Statement; (II) Approving the Solicitation Procedures in Connection with Confirmation of the Third Amended Plan; (III) Approving the Forms of Ballots and Notices in Connection Therewith; (IV) Scheduling Certain Dates With Respect Thereto; and (V) Granting Related Relief* contemporaneously with this Disclosure Statement.

[33] The outstanding amount assumes an Effective Date of August 14, 2026. Certain DIP Obligations are continuing to accrue during the postpetition period through the Effective Date.

[34] *See Debtors' Objection to the Burford Claims* [Docket No. 689].

[35] Prior to the Effective Date, the Debtors shall have the right to alter, amend, modify, or supplement the documents contained in the Plan Supplement, in each case in form and substance acceptable to the Debtors, the Plan Funders, and the Committee (such acceptance not to be unreasonably withheld, conditioned, or delayed).

ARTICLE V.
ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including Professional Fee Claims) and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

A. Administrative Claims

Except with respect to Other Administrative Claims, and except to the extent that (a) an Administrative Claim has already been paid during the Chapter 11 Cases or (b) a Holder of an Allowed Administrative Claim agrees to a less favorable treatment (with the consent of the Plan Funders or the Liquidating Trust Advisory Board, as applicable), on the applicable Distribution Date, each Holder of an Allowed Administrative Claim shall receive, in full and final satisfaction, settlement, discharge, and release of such Claim, treatment in a manner consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

Notwithstanding any prior Filing or Proof of Claim, Proofs of Claim seeking the allowance and payment of Administrative Claims (except with respect to Other Administrative Claims) must be Filed and served on the Debtors or the Liquidating Trust (as applicable) and their counsel by no later than the Administrative Claims Bar Date pursuant to the procedures set forth in the Confirmation Order and the notice of the occurrence of the Effective Date. The burden of proof for the allowance of Administrative Claims (other than the DIP Lender Expenses and Exit Capital Fees and Expenses) remains on the Holder of the Administrative Claims.

Except as otherwise provided in Articles II.B, II.C, or II.D of the Plan, Holders of Administrative Claims that do not File and serve a Proof of Claim or application for payment of administrative expenses requesting the allowance of an Administrative Claim by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting Administrative Claims against the Debtors, the Liquidating Trust, the Liquidating Trustee, the Estates, or the Debtors' or the Liquidating Trust's assets and properties, and any Administrative Claims shall be deemed disallowed as of the Effective Date unless otherwise ordered by the Bankruptcy Court.

For the avoidance of doubt, the U.S. Trustee shall not be required to file an application for payment of an Administrative Claim for any Statutory Fees incurred during the pendency of these Chapter 11 Cases.

B. DIP Claims

Except to the extent that a Holder of an Allowed DIP Claim agrees to a different treatment, on the Effective Date each Holder of an Allowed DIP Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, (i) payment in full in Cash, or (ii) such other treatment agreed to by the Debtors and the Holders of Allowed DIP Claims.

The DIP Lender Expenses shall constitute Allowed Administrative Claims with priority over all administrative expenses of the kind specified in sections 503(b) and 507 of the Bankruptcy Code, except for the Professional Fee Claims, and shall be paid in full in Cash no later than the Effective Date and without any requirement to File a fee application with the Bankruptcy Court or for the Bankruptcy Court's review or approval. The DIP Lender Expenses shall not be discharged, modified, or otherwise affected by the Plan and shall not be subject to disgorgement, setoff, disallowance, impairment, challenge, contest, attack, rejection, recoupment, reduction, defense, counterclaim, subordination, recharacterization, avoidance, or other Claim or cause of action of any nature under the Bankruptcy Code or applicable non-bankruptcy Law.

C. Exit Capital Fees and Expenses

The Exit Capital Fees and Expenses shall constitute Allowed Administrative Claims and, except as otherwise set forth in the order approving the Exit Capital Commitment Motion, shall be paid in full in Cash no later than the Effective Date and without any requirement to File a Proof of Claim or fee application with the Bankruptcy Court or for the Bankruptcy Court's review or approval. The Exit Capital Fees and Expenses shall not be discharged, modified, or otherwise affected by the Plan and shall not be subject to disgorgement, setoff, disallowance, impairment, challenge, contest, attack, rejection, recoupment, reduction, defense, counterclaim, subordination, recharacterization, avoidance, or other claim or cause of action of any nature under the Bankruptcy Code or applicable non-bankruptcy Law.

D. Professional Fee Claims

1. Final Fee Applications and Payment of Professional Fee Claims

All Professionals (other than OCPs) seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), or 1103 of the Bankruptcy Code shall: (a) File, on or before the date that is forty-five (45) days after the Confirmation Date (or such later time agreed to with the Liquidating Trust) their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred; and (b) be paid in full in Cash, first from the Professional Fee Account, then from any Distributable Cash (including, for the avoidance of doubt, any Cash proceeds of the Exit Capital Facility), in such amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claim. Objections to Professional Fee Claims must be Filed and served no later than twenty-one (21) days after the Filing of the Professional Fee Claim.

2. Administrative Claims of OCPs

All requests for payment of Professional Fee Claims of OCPs shall be made pursuant to the OCP Order. To the extent any Professional Fee Claims of the OCPs have not been Allowed pursuant to the OCP Order on or before the Effective Date, the amount of Professional Fee Claims owing to the OCPs shall be paid in Cash to such OCPs by the Debtor or the Liquidating Trust (as

applicable) from the Professional Fee Account as soon as reasonably practicable after such Professional Fee Claims are Allowed pursuant to the OCP Order.

3. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors or Liquidating Trust (as applicable) shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors or the Liquidating Trust (as applicable) or the Committee. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or Liquidating Trust (as applicable) or the Committee may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

4. Professional Fee Account

On the Effective Date, the Debtors shall establish (to the extent not already established) and fund the Professional Fee Account with Cash equal to the Professional Fee Reserve Amount, which shall be funded by the Debtors. The Professional Fee Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors, the Post-Effective Date Debtors, or the Liquidating Trust. Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors and the Plan Funders no later than two (2) Business Days before the anticipated Effective Date; *provided* that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professionals' final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The Debtors shall fund and reserve the Professional Fee Account until payment in full of all Allowed Professional Fee Claims. The amount of Allowed Professional Fee Claims shall be paid in Cash to the Professionals by the Liquidating Trust as soon as reasonably practicable after such Professional Fee Claims are Allowed. Any amount remaining in the Professional Fee Account, after all Allowed Professional Fee Claims have been paid in full, shall promptly be paid to the Liquidating Trust without any further action or order of the Bankruptcy Court. If the Professional Fee Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, the remaining unpaid Allowed Professional Fee Claims shall be paid by the Liquidating Trust as Allowed Administrative Claims. For the avoidance of doubt, the Professional Fee Account cannot be used to pay any Secured, Priority, or Administrative Claims until all Professional Fee Claims are satisfied or otherwise reserved for.

E. Priority Tax Claims

Except to the extent that (a) a Priority Tax Claim has already been paid during the Chapter 11 Cases or (b) a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment

(with the consent of the Plan Funders or the Liquidating Trust Advisory Board, as applicable), in full and final satisfaction, settlement, discharge, and release of each Allowed Priority Tax Claim, on the applicable Distribution Date, each Holder of an Allowed Priority Tax Claim shall receive an amount of Cash equal to the aggregate amount of such Allowed Priority Tax Claim. To the extent that any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in accordance with the terms of any agreement between the Liquidating Trust and the Holder of such Claim, as may be due and payable under applicable nonbankruptcy Law, in the ordinary course of business, or such other treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code.

F. Statutory Fees

The Debtors shall file all preconfirmation monthly reports and pay all preconfirmation Statutory Fees due and payable, pursuant to 28 U.S.C. § 1930(a), on or before the Effective Date.

On and after the Effective Date, the Post-Effective Date Debtors and the Liquidating Trust shall file all quarterly reports and pay all fees payable pursuant to 28 U.S.C. § 1930(a), until the earlier of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

ARTICLE VI.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in another Class to the extent that any portion of the Claim or Interest qualifies within the description of such other Class. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and has not been otherwise paid, released, or satisfied at any time.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	General Unsecured Claims	Impaired	Entitled to Vote

Class	Claims and Interests	Status	Voting Rights
Class 4	Non-Recourse Claims	Impaired	Entitled to Vote
Class 5	Convenience Class Claims	Impaired	Entitled to Vote
Class 6	Intercompany Claims	Impaired / Unimpaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
Class 7	Subordinated Claims	Impaired	Entitled to Vote
Class 8	Existing Equity Interests	Impaired	Entitled to Vote
Class 9	Intercompany Interests	Impaired / Unimpaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)

B. Treatment of Claims and Interests

1. Class 1 – Other Secured Claims

i. *Classification*: Class 1 consists of all Other Secured Claims against the Debtors.

ii. *Treatment*: Each Holder of an Allowed Other Secured Claim shall receive, at the option of the Liquidating Trustee (with the consent of the Plan Funders or the Liquidating Trust Advisory Board, as applicable), either of the following:

a. payment in full in Cash, payable on the later of (x) the Effective Date and (y) the date that is 30 Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter; or

b. Reinstatement or such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

iii. *Voting*: Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

i. *Classification:* Class 2 consists of all Other Priority Claims against the Debtors.

ii. *Treatment:* Each Holder of an Allowed Other Priority Claim shall receive, at the option of the Liquidating Trustee (with the consent of the Plan Funders or the Liquidating Trust Advisory Board, as applicable), any of the following:

a. payment in full in Cash as soon as reasonably practicable after becoming Allowed;

b. Reinstatement or such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or

c. other treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code.

iii. *Voting:* Class 2 is Unimpaired, and Holders of Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Other Priority Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 – General Unsecured Claims

i. *Classification*: Class 3 consists of General Unsecured Claims against the Debtors.

ii. *Treatment*: On the Effective Date, except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim shall receive:

a. if such Holder makes the Convenience Class Election, treatment in accordance therewith in lieu of the treatment such Holder would otherwise receive pursuant to Class 3 (General Unsecured Claims) as detailed herein;

b. if such Holder does not make the Convenience Class Election, (i) if such Holder is a Qualified Holder, its Pro Rata share of the Series B-1 Liquidating Trust Interests, or (ii) if such Holder is a Non-Qualified Holder, its Pro Rata share of the Series B-2 Liquidating Trust Interests, each of which will receive distributions pursuant to the Distribution Schedule.

iii. *Voting*: Class 3 is Impaired, and Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Non-Recourse Claims

i. *Classification:* Class 4 consists of Non-Recourse Claims against the Debtors.

ii. *Treatment:* On the Effective Date, except to the extent that a Holder of an Allowed Non-Recourse Claim agrees to less favorable treatment (with the consent of the Plan Funders or the Liquidating Trust Advisory Board, as applicable), in full and final satisfaction, settlement, release, and discharge of such Allowed Non-Recourse Claim, each such Holder of an Allowed Non-Recourse Claim shall receive (x) if such Holder is a Qualified Holder, such Holder's Pro Rata share of the Series B-3 Liquidating Trust Interests, or (y) if such Holder is a Non-Qualified Holder, its Pro Rata share of the Series B-4 Liquidating Trust Interests, each of which will receive distributions pursuant to the Distribution Schedule.

iii. *Voting:* Class 4 is Impaired, and Holders of Non-Recourse Claims are entitled to vote to accept or reject the Plan.

5. Class 5 – Convenience Class Claims

i. *Classification*: Class 5 consists of Convenience Class Claims against the Debtors.

ii. *Treatment*: On the Effective Date, except to the extent that a Holder of an Allowed Convenience Class Claim agrees to less favorable treatment (with the consent of the Plan Funders or the Liquidating Trust Advisory Board, as applicable), in full and final satisfaction, settlement, release, and discharge of such Allowed Convenience Class Claim, each such Holder of an Allowed Convenience Class Claim shall receive an amount of Cash equal to its Pro Rata share of the Convenience Class Cash Pool; provided, however, that, if Class 5 votes to reject the Plan, each Holder of an Allowed Convenience Class Claim shall receive the same treatment as if its Allowed Convenience Claims were Allowed General Unsecured Claims in Class 3.

iii. *Voting*: Class 5 is Impaired, and Holders of Convenience Class Claims are entitled to vote to accept or reject the Plan

6. Class 6 – Intercompany Claims

i. *Classification:* Class 6 consists of Intercompany Claims between and among the Debtors.

ii. *Treatment:* On the Effective Date, or as soon as reasonably practicable thereafter, all Allowed Intercompany Claims shall either be, in the discretion of the Liquidating Trustee and subject to the majority consent of the Liquidating Trust Advisory Board, (x) cancelled, released, extinguished, and otherwise eliminated and Holders of such Intercompany

Claims shall not receive any Plan Distributions or retain any interest in property on account of such Intercompany Claims or (y) Reinstated.

iii. *Voting:* Holders of Class 6 Intercompany Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

7. Class 7 – Subordinated Claims

i. *Classification:* Class 7 consists of Subordinated Claims against the Debtors.

ii. *Treatment:* On the Effective Date, except to the extent the Holder of a Subordinated Claim agrees to less favorable treatment (with the consent of the Plan Funders or the Liquidating Trust Advisory Board, as applicable), in full and final satisfaction, settlement, release, and discharge of such Allowed Subordinated Claim, each Holder of an Allowed Subordinated Claim shall receive its Pro Rata share of the Series C Liquidating Trust Interests, which will receive distributions pursuant to the Distribution Schedule.

iii. *Voting:* Class 7 is Impaired, and Holders of Subordinated Claims are entitled to vote to accept or reject the Plan.

8. Class 8 – Existing Equity Interests

i. *Classification*: Class 8 consists of all Existing Equity Interests in Parent.

ii. *Treatment:* On the Effective Date, except to the extent the Holder of an Existing Equity Interest agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Existing Equity Interest, each Holder of an Existing Equity Interest shall receive its Pro Rata share of the Series D Liquidating Trust Interests, which will receive distributions pursuant to the Distribution Schedule.

iii. *Voting*: Class 8 is Impaired, and Holders of Existing Equity Interests are entitled to vote to accept or reject the Plan.

9. Class 9 – Intercompany Interests

i. *Classification*: Class 9 consists of all Intercompany Interests in the Debtors.

ii. *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, all Allowed Intercompany Interests shall either be, in the

discretion of the Liquidating Trust and subject to the majority consent of the Liquidating Trust Advisory Board, (x) cancelled, released, extinguished, and otherwise eliminated and Holders of such Intercompany Interests shall not receive any Plan Distributions or retain any interest in property on account of such Intercompany Claims or (y) Reinstated.

iii. *Voting*: Holders of Class 9 Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors, the Post-Effective Date Debtors, or the Liquidating Trust (as applicable) with respect to any Unimpaired Claims, including all legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. Elimination of Vacant Classes

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

E. Voting Classes, Presumed Acceptance by Non-Voting Classes

With respect to each Debtor, if a Class contained Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims in such Class.

F. Controversy Concerning Impairment

If a controversy arises as to whether any Claim or any Class of Claims is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Hearing.

G. Subordination of Claims

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, contract, section 510(b) of the Bankruptcy Code, or otherwise. The Debtors or the Liquidating Trust (as applicable) reserve the right to re-classify any

Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto (including pursuant to section 510(b) of the Bankruptcy Code).

H. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III of the Plan. The Debtors request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Class that is deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Debtors reserve the right to request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any voting Class that votes to reject the Plans.

I. Insurance

Notwithstanding anything to the contrary in the Plan, if any Claim is subject to coverage under an Insurance Policy, payments on account of such Claim will first be made from proceeds of such Insurance Policy in accordance with the terms thereof, with the balance of such Claim, if any, treated in accordance with the provisions of the Plan governing the Class applicable to such Claim.

ARTICLE VII.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests

Pursuant to section 1123(b)(2) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions, releases, and other benefits provided pursuant to the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies relating to the contractual, legal, and subordination rights that a Holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise and settlement of all such Claims, Interests, Causes of Action, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of such Claims and Interests, and is fair, equitable, and reasonable. Notwithstanding any other provision in the Plan, the settlements are approved among the parties that have agreed to them (among any other party who has expressly entered into a written settlement), and the treatment of Claims and Interests is being afforded pursuant to Confirmation by satisfying the requirements of section 1129 of the Bankruptcy Code.

B. Administration Consolidation for Voting and Distribution Purposes Only

The Plan is premised on the administrative consolidation of the Debtors solely for the purposes of voting on the Plan, tabulating the votes to determine which Class or Classes have accepted the Plan, confirming the Plan, and the resulting treatment of all Claims and Interests and Plan Distributions, but shall not constitute a transfer of assets or liabilities between Debtors for

any other purpose. Each Debtors shall continue to maintain its separate corporate existence for all purposes other than the treatment of Claims and Interests under the Plan. On the Effective Date, and except as otherwise expressly provided in the Plan, solely for voting, tabulation, confirmation, and distribution purposes with respect to each Class of Claims or Interests, (1) all Claims or Interests in each respective Class shall be deemed merged or consolidated and treated as Claims or Interests against the Debtors on a consolidated basis, (2) each Claim or Interest in each respective Class shall be deemed a single Claim against, or Interest in, the consolidated Debtors, (3) any Claim in a given Class based on a guaranty by any Debtors of the obligations of any other Debtors shall be deemed eliminated and extinguished, so that any Claim against any Debtor and any guarantee thereof by any other Debtor, and any joint or several liability of any of the Debtors, shall be deemed to be one obligation of the consolidated Debtors, and (4) each Holder of any Allowed Claim or Interest in a given Class shall be entitled to a single recovery on account of such Claim or Interest, in accordance with the treatment provided under the Plan for such Class, regardless of whether such Holder filed Proofs of Claims against multiple Debtors or has Claims against multiple Debtors based on the same or similar debt.

The Plan's treatment shall not affect (1) any subordination provisions set forth in any agreement relating to any Claim or Interest, (2) the ability of the Debtors or the Liquidating Trustee, as applicable, to seek to have any Claim subordinated in accordance with section 510 of the Bankruptcy Code or other applicable law, (3) any aspects, rights, benefits, privileges, liens, security interests, or claims of the Debtors or the Liquidating Trust, (4) any obligations under any contracts, licenses, or leases that were entered into during the Chapter 11 Cases or executory contracts or unexpired leases that have been or will be assumed pursuant to this Plan, (5) the vesting of assets in the Liquidating Trust pursuant to Article IV.K of the Plan, or (6) guarantees that are required to be maintained after the Effective Date, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any of the Debtors' assets.

C. Wind-Down

Following the Effective Date, and subject to the Post-Effective Budget, the provisions hereof, and the terms of the Liquidating Trust Agreement, the Liquidating Trust shall administer the Wind-Down, including winding down the affairs of the Post-Effective Date Debtors and their Estates. Any Post-Effective Budget prepared prior to the Effective Date shall include amounts reasonably necessary to (i) compensate the Liquidating Trustee; (ii) pay reasonable professional fees of the Liquidating Trustee; (iii) pay all Allowed Administrative Claims and Allowed Priority Tax Claims, (iv) pay all Allowed Other Secured Claims and Other Priority Claims (as applicable and subject to the treatment of such Claims set forth herein); and (v) pay any other reasonable fees, costs, and expenses to be incurred by the Liquidating Trust in connection with the Wind-Down.

D. Exit Capital Facility

On the Effective Date, the Post-Effective Date Debtors shall be authorized to enter into the Exit Capital Facility. As and to the extent authorized by the Liquidating Trust Advisory Board, the proceeds of the Exit Capital Facility may be used for any purpose permitted by the Exit Capital Facility Documents.

The Confirmation Order shall constitute approval of the Exit Capital Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Post-Effective Date Debtors or the Liquidating Trust (as applicable) in connection therewith) and authorization for the Post-Effective Date Debtors and the Liquidating Trust (as applicable) to enter into and perform under the Exit Capital Facility Documents and such other documents as may be required or appropriate in connection therewith.

The Exit Capital Facility Documents shall constitute legal, valid, binding, and authorized obligations of the Post-Effective Date Debtors and the Liquidating Trust, as applicable, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Capital Facility Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, whether under the Bankruptcy Code or other applicable non-bankruptcy law, and shall not constitute preferential transfers, fraudulent transfers, obligations, or conveyances, or other voidable transfers or obligations under the Bankruptcy Code or any other applicable non-bankruptcy Law.

On the Effective Date, on and subject to the terms and conditions of any definitive documentation, the Plan Funders shall provide the Exit Capital Facility. The Exit Capital Facility shall consist of (i) the New-Money Exit Capital Facility and (ii) the Contingent Exit Capital Facility. On the Effective Date, as consideration for providing or committing to provide, as applicable, the Exit Capital Facility, each Plan Funder shall receive (a) its Pro Rata share of the Series A Liquidating Trust Interests based on such Plan Funder's share of the Exit Capital Commitments and (b) the Exit Capital Commitment Fee and other consideration pursuant to the Exit Commitment Agreement.

E. Exit Capital Marketing Process

Prior to the Voting Deadline, the Debtors will solicit alternative proposals for the provision of exit financing sufficient to (i) compensate the Liquidating Trustee; (ii) pay reasonable professional fees of the Liquidating Trust; (iii) pay all Allowed Administrative Claims (including the DIP Claims), Allowed DIP Claims, and Allowed Priority Tax Claims, (iv) pay all Allowed Other Secured Claims and Other Priority Claims (as applicable and subject to the treatment of such Claims set forth herein); and (v) pay any other reasonable fees, costs, and expenses to be incurred by the Liquidating Trust in connection with the Wind-Down. Any alternative proposal must (a) be submitted in writing to (1) the Debtors, (2) the Plan Funders, and (3) the Committee, such that it is actually received by such parties prior to the Voting Deadline; and (b) satisfy the requirements for an Alternative Transaction set forth in the Exit Capital Commitment Agreement. To the extent the Debtors select an alternative proposal, the definitive terms and documentation with respect to such proposal shall be filed in advance of the Voting Deadline.

F. Liquidating Trust

1. Interests in Liquidating Trust

Any and all interests in the Liquidating Trust will not, and are not intended to, constitute "securities" and will not be registered pursuant to the Securities Act, as amended, or any state securities law. However, if it should be determined that interests in the Liquidating Trust constitute "securities," the exemption provisions of section 1145 of the Bankruptcy Code will apply to the interests in the Liquidating Trust. Any and all interests in the Liquidating Trust shall not be certificated, shall be subject to certain restrictions, and all interests shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law or as set forth in the Plan.

The Liquidating Trust Agreement shall provide for the creation of seven series of beneficial interests in the Liquidating Trust (collectively the "Liquidating Trust Interests"): Series A (Exit Claims), Series B-1 (Qualified Holder General Unsecured Claims), Series B-2 (Non-Qualified Holder General Unsecured Claims), Series B-3 (Qualified Holder Non-Recourse Claims), Series B-4 (Non-Qualified Holder Non-Recourse Claims), Series C (Subordinated Claims), and Series D (Existing Equity Interests) and shall provide for distributions to each series in accordance with the terms of the Liquidating Trust Agreement and as detailed further herein. Each Holder of Allowed Claims or Allowed Interests shall receive the applicable series of Liquidating Trust Interests based on the amount of such Holder's corresponding Allowed Claim or Allowed Interest, relative to the aggregate amount of Allowed Claims or Allowed Interests in such series. Notwithstanding anything to the contrary herein, each series of Liquidating Trust Interests shall not be issued to Holders of Allowed Claims or Allowed Interests until the first Distribution Date under the Plan, at which time such interest shall be deemed issued and outstanding immediately prior to such distribution for purposes of evidencing an entitlement to distributions under the Plan and the Liquidating Trust Agreement. Series A Liquidating Trust Interests shall not be issued to any party other than the Plan Funders, nor shall any interests in the Liquidating Trust senior to Series A Liquidating Trust Interests be issued, except, in each case with the express written consent of the Plan Funders.

The Series A, Series B-1, and Series B-3 Liquidating Trust Interests shall be transferable except as set forth in the Plan; *provided* that, with respect to any proposed transfer of such Liquidating Trust Interests, the Liquidating Trust Agreement will provide that, other than transfers to the Plan Funders or an assignee of the Plan Funders, the proposed transferee must deliver to the Liquidating Trust a written certification that it is an "accredited investor" as defined in Regulation D under the Securities Act. The Series B-2, Series B-4, Series C, and Series D Liquidating Trust Interests shall not be transferable except to one or more of the Plan Funders or an assignee of the Plan Funders. Notwithstanding the foregoing, the Liquidating Trust Agreement shall provide that (i) no transfer by a holder of a Liquidating Trust Interest that causes the Liquidating Trust to be required to file reports with the Securities and Exchange Commission pursuant to sections 13(a) or 15(d) of the Securities Exchange Act shall be permitted and any such transfer shall be void *ab initio*, (ii) the Liquidating Trustee, with the consent of the Liquidating Trust Advisory Board, shall be entitled to enforce these transfer restrictions (including by denying any requested transfer in violation of such restrictions), and (iii) the Liquidating Trustee, with the consent of the Liquidating Trust Advisory Board, may impose certain transfer restrictions designed to prevent the Liquidating Trust from becoming subject to the reporting requirements of the Securities Exchange Act and the Trust Agreement may be amended to make such changes as are deemed necessary or appropriate by the Liquidating Trustee, with the consent of the Liquidating Trust Advisory Board, to ensure that the Liquidating Trust is not subject to registration and/or reporting requirements of the

Securities Act, the Securities Exchange Act, the Trust Indenture Act of 1939, as amended, or the Investment Company Act of 1940, as amended.

2. Distribution Schedule

On and after the Effective Date, Distributable Cash shall be allocated pursuant to the Liquidating Trust Agreement in accordance with the below schedule (the "Distribution Schedule"):[36]

(i) *first*, one hundred percent (100%) Pro Rata to Holders of the Series A Liquidating Trust Interests until Return Threshold A has been reached;

(ii) *second*, (a) twenty percent (20%) Pro Rata to Holders of the Series A Liquidating Trust Interests, and (b) eighty percent (80%) to the Junior Distribution Pool, until Holders of the Series B-1, Series B-2, Series B-3, Series B-4, and Series C Liquidating Trust Interests have been paid in full in accordance with the Plan and the Liquidating Trust Agreement; and

(iii) *third*, (a) eighty percent (80%) Pro Rata to Holders of the Series A Liquidating Trust Interests, and (b) twenty percent (20%) to the Junior Distribution Pool.

Notwithstanding the foregoing, upon the occurrence of a Claw-Back Event, the Distribution Schedule shall be modified solely with respect to Antitrust Litigation Claim Proceeds, as follows:

(i) *first*, the Contingent Exit Capital Facility shall be drawn in an amount necessary to satisfy the amount payable to the Capital Providers, as determined by Final Order, subject to the terms and limitations of the Exit Capital Facility Documents;

(ii) *second*, solely with respect to Antitrust Litigation Claim Proceeds and only until the Capital Providers have been paid in full on account of their interest therein, if any, (including any applicable interest or other amounts payable to the Capital Providers) as determined by Final Order, (a) fifty percent (50%) Pro Rata to Holders of the Series A Liquidating Trust Interests, and (b) fifty percent (50%) to Holders of the Series B-3 and Series B-4 Liquidating Trust Interests;

[36] This Distribution Schedule may be modified if the Debtors select an alternative bid structure provided to the Debtors by the Plan Funders as part of their winning bid, which was submitted on June 1, 2026 in connection with the stalking horse auction [*See* Docket No. 823].

(iii) *third*, one hundred percent (100%) Pro Rata to Holders of the Series A Liquidating Trust Interests until Alternate Return Threshold A has been reached;

(iv) *fourth*, (a) twenty percent (20%) Pro Rata to Holders of the Series A Liquidating Trust Interests, and (b) eighty percent (80%) to the Junior Distribution Pool, until Holders of the Series B-1, Series B-2, Series B-3, Series B-4, and Series C Liquidating Trust Interests have been paid in full in accordance with the Plan and the Liquidating Trust Agreement; and

(v) *fifth*, (a) eighty percent (80%) Pro Rata to Holders of the Series A Liquidating Trust Interests, and (b) twenty percent (20%) to the Junior Distribution Pool.

3. Creation and Governance of the Liquidating Trust

i. Creation of the Liquidating Trust

On the Effective Date, the Debtors shall be deemed to transfer to the Liquidating Trust all of their right, title, and interest in and to all of the Liquidating Trust Assets free and clear of all Liens, charges, Claims, encumbrances, and interests, and in accordance with section 1141 of the Bankruptcy Code. The Liquidating Trust Agreement shall be executed, and the Debtors shall take all steps necessary to establish the Liquidating Trust and beneficial interests therein in accordance with the Plan and the Liquidating Trust Documents.

The execution of the Liquidating Trust Agreement shall be deemed to effect a transfer and assignment to, and vesting in, the Liquidating Trust and its authorized representatives of all attorney-client privileges, work product protections, joint client privilege, mediation privilege, common interest or joint defense privilege or protection, and all other privileges, immunities, or protections from disclosure (collectively, the "Privileges") held by (a) any one or more of the Debtors or (b) any prepetition or postpetition committee or subcommittee of the board of directors or equivalent governing body of any of the Debtors and their predecessors (together, the "Privilege Transfer Parties") related in any way to the Liquidating Trust Assets or the analysis or prosecution of any Liquidating Trust Assets (the "Transferred Privileged Information"). The Transferred Privileged Information shall include documents and information of all manner, whether oral or written, digital or physical, and whether or not previously disclosed or discussed. The Privileges shall include any right or obligation to preserve or enforce or waive a privilege that arises from any joint defense, common interest, or similar agreement involving any of the Privilege Transfer Parties.

ii. Liquidating Trust Agreement and Liquidating Trustee

The Liquidating Trust Agreement shall (a) be in substance and form acceptable to the Plan Funders (in their sole and exclusive discretion) and the Committee (such acceptance not to be unreasonably withheld, conditioned, or delayed), (b) provide for the appointment of the Liquidating Trustee and (c) be included in the Plan Supplement. The Liquidating Trust Agreement generally will provide for, among other things, (a) the irrevocable transfer of all of the Debtors' rights, title and interest in all of the Liquidating Trust Assets to the Liquidating Trust and (b) the powers, rights, and duties of the Liquidating Trustee and the Liquidating Trust Advisory Board, including relating to (i) the investigation and prosecution of the Retained Causes of Action, (ii) the

administration and pursuit of the Liquidating Trust Assets, (iii) procedures for the reconciliation and allowance of Claims and Interests, (iv) distributions under the Plan to Holders of Allowed Claims and Allowed Interests to the extent set forth in the Plan and in the Liquidating Trust Agreement and pursuant to the procedures set forth therein, (v) the retention of professionals to assist and advise the Liquidating Trustee in the performance of its duties, (vi) the payment of and reserve for all expenses of the Liquidating Trust, solely from the Liquidating Trust Assets, to be payable before any Plan Distribution is made to any Person or Entity, (vii) the authority to obtain additional funding; and (viii) reasonable and customary provisions for the (1) limitation of liability of the Liquidating Trustee and its professionals, agents, and advisors and (2) indemnification of such persons by the Liquidating Trust. The Liquidating Trust Agreement may include reasonable and customary provisions utilized in comparable circumstances, including provisions necessary to ensure the continued treatment of the Liquidating Trust as a "liquidating trust" as defined under Treasury Regulations section 301.7701-4(d) that is treated as a grantor trust and the Liquidating Trust Beneficiaries as the grantors and deemed owners thereof for U.S. federal income tax purposes.

The Liquidating Trust shall undertake the liabilities, obligations, and responsibilities of the Post-Effective Date Debtors for all Claims and Interests as set forth in the Plan and the Liquidating Trust Agreement. Distributions in accordance with the Liquidating Trust Agreement and in accordance with the procedures contemplated therein shall be the sole source of recovery, if any, against the Post-Effective Date Debtors and their Estates in respect of such Claims and Interests, and the Holders of such Claims or Interests shall have no other or further recourse to the Post-Effective Date Debtors or their Estates. In furtherance of the foregoing, the Liquidating Trust, subject to and only to the extent provided in the Liquidating Trust Agreement, shall have all privileges, defenses, cross-claims, offsets, and recoupments regarding Claims that the Post-Effective Date Debtors have, or would have had, under applicable law, but solely to the extent consistent with the Liquidating Trust Agreement and the Plan.

The Liquidating Trustee, subject to the consent of the Liquidating Trust Advisory Board, shall be responsible for, among other things, (a) administering and paying taxes, including, among other things, filing tax returns and representing the interest and account of the Debtors or the Post-Effective Date Debtors, as applicable, before any taxing authority in all matters; (b) distributing information statements as required for U.S. federal income tax and other applicable tax purposes; (c) Filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Cases; and (d) making distributions to Professionals for Allowed Professional Fee Claims from the Professional Fee Account.

iii. Liquidating Trust Advisory Board

On the Effective Date, the Liquidating Trust Advisory Board shall be appointed, pursuant to the Liquidating Trust Agreement, to (a) oversee, review and direct the activities of the Liquidating Trust and the Liquidating Trustee and the performance of the Liquidating Trustee with respect to its responsibilities under the Plan and the Liquidating Trust Agreement and (b) review and approve or reject proposed decisions of the Liquidating Trustee, each as set forth in the Liquidating Trust Agreement. The Liquidating Trust Advisory Board will be authorized to take or not take, and to cause the Liquidating Trustee to take or not take, any action with the consent of a

majority of its members in accordance with the Liquidating Trust Agreement and other applicable governing documents.

To the extent not set forth herein, the governance of the Liquidating Trust, including replacement mechanics for the Liquidating Trustee and members of the Liquidating Trust Advisory Board, shall be set forth in definitive documents in form and substance acceptable to the Plan Funders in their sole and exclusive discretion and the Committee (such acceptance not to be unreasonably withheld, conditioned, or delayed).

iv. Claims Reconciliation

Before the Effective Date, the Debtors may object to Claims. After the Effective Date, the Liquidating Trust shall have the exclusive authority to object to all Claims against the Debtors; *provided* that the Liquidating Trust shall not be entitled to object to any Claim that has been expressly Allowed by Final Order or hereunder. If any objection to a Claim Filed by the Debtors remains pending as of the Effective Date, the Liquidating Trust shall be deemed substituted for the Debtors as the objecting party. Objections to Claims shall be Filed on the Bankruptcy Court's docket on or before the Claims Objection Deadline.

The Liquidating Trust shall be entitled to assert all of the Debtors' or the Post-Effective Date Debtors', as applicable, and the Liquidating Trust's rights, claims, defenses, offsets, rights of recoupment, setoffs, rights of disallowance, subrogation, recharacterization, and/or equitable subordination and counterclaims with respect to Claims and shall be deemed the holder of all applicable privileges of the Debtors or the Post-Effective Date Debtors, as applicable, in connection therewith.

On and after the Effective Date, the Liquidating Trust shall have the exclusive authority to File, litigate, compromise, settle, otherwise resolve, or withdraw any objections to Claims, to compromise and settle any such Claims, and to administer and adjust the Claims Register to reflect any such settlement or compromise, in each case, without notice to or approval by the Bankruptcy Court or any other party.

4. Liquidating Trust Expenses

From and after the Effective Date, the Liquidating Trust shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the Liquidating Trust Expenses, including, but not limited to, reasonable and documented fees and expenses of the Liquidating Trustee and the Liquidating Trust Advisory Board and the fees and expenses of any professionals retained by the Liquidating Trustee or the Liquidating Trust Advisory Board in accordance with the Plan and the Liquidating Trust Agreement. The Debtors and the Post-Effective Date Debtors shall not be responsible for any costs, fees, or expenses of the Liquidating Trust.

5. Tax Treatment

The Liquidating Trust is intended to be treated for U.S. federal income tax purposes in part as a liquidating trust described in Treasury Regulation § 301.7701-4(d) and in part as one or more Disputed Claims reserves treated as disputed ownership funds described in Treasury Regulation

§ 1.468B-9 (each of which will be taxable as a "qualified settlement fund" if all assets of the Disputed Claims reserve are passive assets for U.S. federal income tax purposes). For U.S. federal income tax purposes, the transfer of assets by the Debtors to the Liquidating Trust will be treated in part as the transfer of assets by the Debtors to the Holders of Allowed Claims and Allowed Interests, subject to any liabilities of the Debtors or the Liquidating Trust payable from the proceeds of such assets, followed by the deemed transfer of such assets (subject to such liabilities) by such Holders to the Liquidating Trust in exchange for interests in the trust, and in part as the transfer of assets by the Debtors to one or more Disputed Claims reserves. The Holders of Allowed Claims and Allowed Interests will be treated for U.S. federal income tax purposes as the grantors and deemed owners of their respective shares of the assets in the Liquidating Trust (subject to such liabilities), depending on their rights to distributions under the Plan.

As grantors and deemed owners of such assets, the Holders of Allowed Claims and Allowed Interests will be required to include in income their respective shares of the income, deductions, gains, losses, and credits attributable to such assets. The value of such assets will be determined by the Liquidating Trust Advisory Board in consultation with the Liquidating Trustee as the trustee of the Liquidating Trust, and such values will be used consistently by all parties for all U.S. federal (and applicable state and local) income tax purposes. Among other things, the Holders of Allowed Claims and Allowed Interests will be required to use the values assigned to such assets by the Liquidating Trust Advisory Board in consultation with the Liquidating Trustee for all U.S. federal (and applicable state and local) income tax purposes, including the recognition of income, deduction, gain or loss with respect to their Allowed Claims and Allowed Interests and any gain or loss recognized on the subsequent disposition of an asset in which the Holder holds an interest.

The Liquidating Trust Agreement will contain certain provisions intended to comply with IRS guidance for trusts treated as liquidating trusts. The Liquidating Trust Agreement will (a) require that the Liquidating Trust terminate no later than three years after the Effective Date; *provided*, *however*, if the Bankruptcy Court approves an extension based upon a finding that such an extension is necessary for the Liquidating Trust to complete its liquidating purpose, the term of the Liquidating Trust may be extended one or more times for a finite period not to exceed six months (and such extensions shall not exceed a total of four extensions unless the Liquidating Trust receives a favorable ruling from the IRS that any further extension would not adversely affect the status of the liquidating trust as a grantor trust for U.S. federal income tax purposes, (b) limit the Liquidating Trust's investment powers, (c) limit the business operations carried on by the Liquidating Trust to activities reasonably necessary to and consistent with the Liquidating Trust's purpose, (d) prohibit the Liquidating Trust from receiving or retaining Cash or Cash equivalents in excess of an amount reasonably necessary to meet Claims and contingent liabilities or to maintain the value of the trust assets during liquidation and (e) distribute at least annually to the Holders of Allowed Claims and Allowed Interests the Liquidating Trust's net income and the net proceeds from the Liquidating Trust Assets in excess of an amount reasonably necessary to meet Claims and contingent liabilities (including Disputed Claims) and to maintain the value of the Liquidating Trust Assets.

Liquidating Trust Assets reserved for Holders of Disputed Claims will be treated as one or more Disputed Claims reserves for U.S. federal income tax purposes, which will be subject to an entity-level tax on some or all of their net income or gain. No Holder of a Claim will be treated

as the grantor or deemed owner of an asset reserved for Disputed Claims until such Holder receives or is allocated an interest in such asset. The Liquidating Trust will file all tax returns on a basis consistent with the treatment of the Liquidating Trust in part as a liquidating trust (and grantor trust pursuant to Treasury Regulation § 1.671-1(a)) and in part as one or more Disputed Claims reserves taxed as disputed ownership funds governed by Treasury Regulation § 1.468B-9 (each of which will be taxable as "qualified settlement fund" if all assets of the Disputed Claims reserve are passive assets for U.S. federal income tax purposes), and will pay all taxes owed from Liquidating Trust Assets.

6. Single Satisfaction of Allowed Claims from the Liquidating Trust

Notwithstanding anything to the contrary in the Plan, in no event shall the Liquidating Trust Beneficiaries recover more than the full amount of their Allowed Claims from the Liquidating Trust except as provided in the Distribution Schedule.

G. Preservation of Retained Causes of Action

In accordance with and subject to section 1123(b)(3) of the Bankruptcy Code, but subject in all respects to Article VIII of the Plan, the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action belonging to the Debtors or their Estates, whether arising before or after the Petition Date, including any Retained Causes of Action, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Liquidating Trust shall be vested with all rights, powers, and privileges of the Debtors (including the rights and powers of the Debtors under chapter 5 of the Bankruptcy Code) and shall be the only Entity that may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Liquidating Trust Beneficiaries. Notwithstanding anything to the contrary in the Plan, all rights in any Retained Causes of Action shall vest in the Liquidating Trust as of the Effective Date, and may be pursued solely by the Liquidating Trust in accordance with the provisions of the Plan and the Liquidating Trust Agreement. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtors, the Post-Effective Date Debtors, or the Liquidating Trust will not pursue any and all available Causes of Action against such Entity. The Debtors, the Post-Effective Date Debtors or the Liquidating Trust expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Bankruptcy Court or any other court, including pursuant to Article VIII of the Plan, the Debtors, the Post-Effective Date Debtors, and 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 the Confirmation or Consummation. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to Article IV.G of the Plan include (a) any claim or Cause of Action with respect to, or against, a Released Party or Exculpated Party, subject in all respects to Article VIII of the Plan, or (b) any claim or Cause of Action against the DIP Agent, any DIP Lender, or any Plan Funder.

In accordance with and subject to section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Liquidating Trust. The Liquidating Trust, through its authorized agents or representatives (including the Liquidating Trustee to the extent directed by the Liquidating Trust Advisory Board), shall retain and may exclusively enforce any and all such Causes of Action. The Liquidating Trust shall have the exclusive right, authority, and ability to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court; *provided* that, for the avoidance of doubt, any settlement, compromise, release, withdrawal, or abandonment of any Cause of Action shall require the consent of the Liquidating Trust Advisory Board. The Liquidating Trust shall be deemed hereby substituted as plaintiff, defendant, or in any other capacity for the applicable Debtors and the Committee, as applicable, in any Causes of Action pending before the Bankruptcy Court or any other court that relates to a Liquidating Trust Asset without the need for filing any motion for such relief.

H. Sources of Consideration for Plan Distributions

The Debtors or the Post-Effective Date Debtors, as applicable, or the Liquidating Trust, as applicable, shall fund the transactions and distributions under the Plan from the Exit Capital Facility. Each distribution and issuance referred to in Article IV of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

I. Cancellation of Existing Securities and Agreements

Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing or creating indebtedness or obligations of (or ownership interest in) the Debtors that are Reinstated pursuant to the Plan) shall be deemed cancelled, discharged and of no force or effect, without further action or approval of the Bankruptcy Court.

The obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, indentures, certificates, notes, or other instruments or documents evidencing or creating indebtedness or obligations of the Debtors that are Reinstated pursuant to the Plan) shall be released and discharged; *provided* that, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim or Interest shall also continue in effect to allow such Holder to appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court,

including, without limitation, to enforce the respective obligations owed to such parties under the Plan.

Notwithstanding the foregoing, any provision in any document, instrument, lease, or other agreement that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, the Debtors as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in the Plan shall be deemed null and void and shall be of no force and effect solely in connection with such cancellations, terminations, satisfactions, releases or discharges. Nothing contained in the Plan shall be deemed to cancel, terminate, release, or discharge the obligation of the Debtors or any of their counterparties under (a) any Executory Contract or Unexpired Lease to the extent such Executory Contract or Unexpired Lease has been assumed or will be assumed by the Debtors or Post-Effective Date Debtors, as applicable, pursuant to a Final Order of the Bankruptcy Court or the Plan or (b) any Claims or Interests that are Reinstated pursuant to the terms of the Plan.

J. Effectuating Documents; Further Transactions

Upon entry of the Confirmation Order, the Debtors or the Liquidating Trust (as applicable) shall be authorized to execute, deliver, File, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements or documents, and take such acts and actions as may be reasonable, necessary, or appropriate to effectuate, implement, consummate, and/or further evidence the terms and conditions of the Plan and any transactions described in or contemplated by the Plan. The Debtors, the Liquidating Trust, all Holders of Claims receiving distributions pursuant to the Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate actions required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized Persons, or officers of the Debtors or the Liquidating Trust.

K. Vesting of Assets

Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Estate, all Executory Contracts and Unexpired Leases assumed, but not assigned, by any of the Debtors, and any property acquired by any of the Debtors, including Interests held by the Debtors in non-Debtor subsidiaries, shall vest in the Liquidating Trust, free and clear of all Liens, Claims, charges, or other encumbrances unless expressly provided otherwise by the Plan or the Confirmation Order. Subject to the terms of the Plan and the Liquidating Trust Agreement, on or after the Effective Date, the Liquidating Trust may use, acquire, and dispose of the Liquidating Trust Assets, and may prosecute, compromise, or settle any Claims and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order.

L. Section 1146 Exemption from Certain Taxes and Fees

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor or to or from any other Person) of property under the Plan or pursuant to: (a) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable; (b) the Wind-Down; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax, fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

M. Corporate Action; Governance

On the Effective Date and following satisfaction of the Debtors' or the Post-Effective Date Debtors', as applicable, distribution and funding requirements set forth in the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, shall be dissolved for all purposes unless the Liquidating Trust determines that dissolution can have any adverse impact on the Liquidating Trust Assets; *provided*, that neither the Debtors or the Post-Effective Date Debtors, as applicable, nor any party released pursuant to Article VIII of the Plan shall be responsible for any liabilities that may arise as a result of non-dissolution of the Debtors or the Post-Effective Date Debtors, as applicable. The Liquidating Trust shall submit with the appropriate governmental agencies a copy of the Confirmation Order, which Confirmation Order shall suffice for purposes of obtaining a certificate of dissolution from the applicable secretary of state (or each of their equivalents). For the avoidance of doubt, the Liquidating Trust may file tax returns on behalf of the Debtors notwithstanding the dissolution of such Debtors in accordance with the Plan.

Without limiting the foregoing, on the Effective Date and following satisfaction of, as applicable, the Debtors' or the Post-Effective Date Debtors' distribution and funding requirements set forth in the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, shall have no further duties or responsibilities in connection with implementation of the Plan, and the directors and officers of the Debtors or the Post-Effective Date Debtors, as applicable, shall be deemed to have resigned and the employees of the Debtors or the Post-Effective Date Debtors, as applicable,

terminated. From and after the Effective Date, the Liquidating Trust shall be authorized to act on behalf of the Estates; *provided* that the Liquidating Trust shall have no duties other than as expressly set forth in the Plan, the Liquidating Trust Agreement, or the Confirmation Order.

Immediately following the occurrence of the Effective Date, the respective boards of directors, managers, and officers of each of the Debtors shall be terminated and the officers and members of each of the boards of directors and managers of the Debtors shall be deemed to have resigned.

Upon the occurrence of the Effective Date, (a) the Liquidating Trust shall be deemed appointed to serve as, and authorized to act on behalf of, each of the Post-Effective Date Debtors with the same power and authority as the sole officer, director, or manager of any of the Post-Effective Date Debtors, (b) the Liquidating Trustee shall be appointed to serve as the trustee and administrator of the Liquidating Trust established pursuant to the Plan, and subject to the terms of the Liquidating Trust Agreement, and (c) the Liquidating Trust shall serve as the sole holder of the New Equity Interest.

The New Equity Interest shall be issued in a tax efficient manner as determined by (i) the Debtors and (ii) the Plan Funder or the Liquidating Trust Advisory Board (as applicable), on, prior to or after the Effective Date to the Liquidating Trust, in its capacity as holder of the New Equity Interest pursuant to the Plan, for no consideration in connection with the administration of the Plan. The issuance of the New Equity Interest is authorized and approved in all respects without the need for any further corporate or similar action by any Person. The New Equity Interest shall not be transferable to any Person other than to a successor Liquidating Trust in accordance with the Liquidating Trust Agreement.

As soon as reasonably practical after the Confirmation Date, on such date as determined by the Liquidating Trust, the Debtors or the Post-Effective Date Debtors, as applicable, may take any action reasonably designed to simplify the corporate structure of the Debtors or the Post-Effective Date Debtors, as applicable, without the need for (a) a further order of the Bankruptcy Court, (b) any other or further actions to be taken by or on behalf of the Debtors or the Post-Effective Date Debtors, as applicable, or (c) any payments to be made in connection therewith. Such action may include causing any Debtor or Post-Effective Date Debtor to merge with and into any other Debtor or Post-Effective Date Debtor or causing any Debtor or Post-Effective Date Debtor to liquidate or dissolve. The Liquidating Trust and each of the Debtors and Post-Effective Date Debtors, as applicable, may execute and file documents, and take all other actions as each deems appropriate, relating to the allowance of, and to effect the prompt corporate restructuring of the Debtors or the Post-Effective Date Debtors, as applicable, as provided in the Plan without the payment of any fee, tax, or charge and without the need for the filing of reports or certificates.

Upon the occurrence of the Effective Date, each of the Debtor(s) or Post-Effective Date Debtor(s), as applicable, (a) shall be deemed to have withdrawn business operations from any jurisdiction in which they were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal and (b) shall not be liable in any manner to any taxing or other authority for franchise, business, license, or similar taxes accruing on or after the Effective Date.

N. Dissolution of the Debtors

As of the Effective Date, the Liquidating Trustee or such other person as the Plan Funders may designate (with the consent of the Committee which shall not be unreasonably withheld) and disclose ("Designee") shall act as the sole officer, director, manager, and Governing Body, as applicable, of the Post-Effective Date Debtors with respect to their affairs. Subject in all respects to the terms of this Plan, the Designee shall have the power and authority to take any action necessary to wind down and dissolve any of the Post-Effective Date Debtors, and shall: (a) file a certificate of dissolution for any of the Post-Effective Date Debtors, together with all other necessary corporate and company documents, to effect the dissolution of such Post-Effective Date Debtor under the applicable Laws of its state of formation; and (b) complete and file all final or otherwise required federal, state, and local tax returns and shall pay taxes required to be paid for any of the Debtors, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of any of the Debtors or their Estates for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax Laws. The filing by the Designee of any of the Post-Effective Date Debtors' certificate of dissolution shall be authorized and approved in all respects without further action under applicable Law, regulation, order, or rule.

O. Dissolution of the Committee

On the Effective Date, the Committee and any other statutory committee formed in connection with the Chapter 11 Cases shall dissolve automatically and all members thereof (solely in their capacities as such) shall be released and discharged from all rights, duties, and responsibilities arising from, or relating to, the Chapter 11 Cases; *provided*, *however*, that the Committee shall continue to exist and its Professionals shall continue to be retained without further order of the Bankruptcy Court with respect to (a) the preparation and prosecution of any final fee applications of the Committee's Professionals and (b) all final fee applications Filed with the Bankruptcy Court.

P. Closing the Chapter 11 Cases

The Liquidating Trust shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases; *provided* that, as of the Effective Date, the Post-Effective Date Debtors may submit separate orders to the Bankruptcy Court under certification of counsel previously provided to the U.S. Trustee closing certain individual Chapter 11 Cases and changing the caption of the Chapter 11 Cases accordingly. Nothing in the Plan shall authorize the closing of any case effective as of a date that precedes the date any such order is entered. Any request for such relief shall be made on motion served on the U.S. Trustee, and the Bankruptcy Court shall rule on such request after notice and a hearing. Upon the Filing of a motion to close the last Chapter 11 Case remaining open, the Debtors, the Post-Effective Date Debtors, or the Liquidating Trust, as applicable, shall File a final report with respect to all of the Chapter 11 Cases.

Q. Authority to Act

Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under the Plan that would otherwise require approval of the stockholders, security holders, officers, directors, or other owners of the Debtors shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) pursuant to the applicable Law of the state(s) in which the Debtors are formed, without any further vote, consent, approval, authorization, or other action by such stockholders, security holders, officers, directors, or other owners of the Debtor or notice to, order of, or hearing before, the Bankruptcy Court.

R. Separate Plans

Notwithstanding the combination of separate plans for the Debtors set forth in the Plan for purposes of economy and efficiency, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still confirm the Plan with respect to any other Debtor that satisfies the Confirmation requirements of section 1129 of the Bankruptcy Code.

ARTICLE VIII.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan (which exclusion includes the Indemnification Obligations, the D&O Liability Insurance Policies, the Meru Engagement Letter, the Hilco Engagement Letter, and the Antitrust Counsel Engagement Letters), all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court will be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that are (a) the subject of a motion to assume that is pending on the Confirmation Date or (b) set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases.

Prior to the Confirmation Hearing, the Debtors shall cause Notices of Assumption to be sent to applicable counterparties. Any objection to the proposed assumption or cure amount by such counterparty must be Filed by no later than the date provided in the Notice of Assumption, Confirmation Order, or any other order of the Bankruptcy Court establishing the date by which such objections must be Filed. The Liquidating Trust reserves the right to amend the Schedule of Assumed Executory Contracts and Unexpired Leases within ninety (90) days after the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption and cure amount.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order results in a Claim, then, unless otherwise ordered by the Bankruptcy Court, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Estates,

the Liquidating Trustee, the Liquidating Trust, or any of their respective assets and properties unless a Proof of Claim is Filed with the Claims and Noticing Agent and served upon the Liquidating Trust within thirty (30) days of the Effective Date.

The foregoing applies only to Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order; any other Claims held by a party to a rejected Executory Contract or Unexpired Lease shall have been evidenced by a Proof of Claim Filed by the applicable Bar Date or shall be barred and unenforceable. Claims arising from the rejection of Executory Contracts or Unexpired Leases under the Plan and Confirmation Order shall be classified as General Unsecured Claims and shall, if Allowed, be treated in accordance with the provisions of the Plan.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order that are not timely Filed and served within thirty (30) days of the Effective Date will be disallowed automatically, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Liquidating Trust, the Liquidating Trustee, or any of their respective assets and properties.

C. Preexisting Obligations to the Debtors Under Executory Contracts and/or Unexpired Leases

Rejection of any Executory Contract and/or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors, the Post-Effective Date Debtors, the Liquidating Trustee, or the Liquidating Trust (as applicable) under such Executory Contracts and/or Unexpired Leases. In particular, notwithstanding any non-bankruptcy Law to the contrary, the Debtors, the Post-Effective Date Debtors, the Liquidating Trustee, and the Liquidating Trust (as applicable) expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts and/or Unexpired Leases.

D. D&O Insurance Policies

Each D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) shall be treated as an Executory Contract under the Plan and shall be assumed, in its entirety, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to sections 105, 365, and 1123 of the Bankruptcy Code. For the avoidance of doubt, coverage for defense and indemnity under the D&O Liability Insurance Policies shall remain available to all individuals within the definition of "Insured" in the D&O Liability Insurance Policies. In addition, after the Effective Date, all officers, directors, agents, or employees of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the D&O Liability Insurance Policies (including any "tail" policy) in effect or purchased as of the Effective Date for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions after the Effective Date, in each case, to the extent set forth in the D&O Liability Insurance Policies.

The Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date and shall continue such policies and satisfy their obligations thereunder in full in the ordinary course of business.

E. Engagement Letters

Each of the Antitrust Counsel Engagement Letters, the Hilco Engagement Letter, and the Meru Engagement Letter as approved by the Bankruptcy Court unless otherwise amended by such parties and the Debtors in connection with the Effective Date, shall be treated as an Executory Contract under the Plan and shall be assumed, in its entirety (as amended, if applicable), without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to sections 105, 365, and 1123 of the Bankruptcy Code.

F. Reservation of Rights

Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors, the Post-Effective Date Debtors, the Liquidating Trustee or the Liquidating Trust (as applicable) that any such contract or lease is or is not an Executory Contract or Unexpired Lease or that the Debtors, the Post-Effective Date Debtors, the Liquidating Trustee, the Liquidating Trust or their respective affiliates has any liability thereunder. Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors, the Post-Effective Date Debtors, the Liquidating Trust, or the Liquidating Trustee under any executory or non-executory contract or unexpired or expired lease. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Liquidating Trust shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

G. Indemnity Obligations

Each of the Debtors' Indemnification Obligations shall not be discharged, impaired, or otherwise affected by the Plan (except as set forth below). Any Indemnification Obligations of the Debtors shall be deemed Executory Contracts and assumed by the Post-Effective Date Debtors on the Effective Date.

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

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

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

J. Employee Compensation and Benefits

All employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and nonemployee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, Executory Contracts under the Plan and, on the Effective Date, shall be rejected pursuant to sections 365 and 1123 of the Bankruptcy Code.

ARTICLE IX.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Disbursing Agent

The Disbursing Agent may make all Plan Distributions and shall be empowered to effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan and to exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to carry out its duties.

On the Effective Date, all of the Liquidating Trust Interests shall be registered in the name of the Disbursing Agent on the register of the Liquidating Trust to be held in the name of the Disbursing Agent for the benefit of the Holders of Claims and Interests, to the extent such Claims and Interests are Allowed or become Allowed after the Effective Date. In the event that the pursuit of the Liquidating Trust Assets results in net proceeds for distributions to holders of the Liquidating Trust Interests, the Liquidating Trust shall pay to the Disbursing Agent all net proceeds distributable on account of the Liquidating Trust Interests in accordance with the Liquidating Trust Agreement. At such times that the Liquidating Trust determines in its discretion that there are sufficient net proceeds to make a Plan Distribution, the Disbursing Agent shall distribute such proceeds to Holders of Allowed Claims and Interests in accordance with the Plan and the Liquidating Trust Agreement (including the Distribution Schedule). Except as otherwise set forth in the Plan, the Debtors, the Post-Effective Date Debtors, or the Liquidating Trust, as applicable, shall be authorized, without further Bankruptcy Court approval, to reimburse any Entity for its reasonable, documented, and customary out-of-pocket expenses incurred in providing post-Confirmation services directly related to Plan Distributions. If the Distribution Agent is an independent third party designated to serve in such capacity, the Liquidating Trust shall be permitted to provide to such Distribution Agent, without further Bankruptcy Court approval, reasonable compensation for distribution services rendered pursuant to the Plan and reimbursement of reasonable, actual, and documented out-of-pocket expenses incurred in providing post-Confirmation services directly related to Plan Distributions as a Liquidating Trust Expense. The Disbursing Agent shall not be required to give any bond or surety or other Security

for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Debtors.

B. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distribution

As of the close of business on the Distribution Record Date, the Claims Register shall be closed and the Disbursing Agent shall be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions Generally

Except as otherwise provided in the Plan, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Interests as of the Distribution Record Date at the address for each such Holder as indicated on the Debtors' records as of the date of any such Plan Distribution; *provided*, *however*, that the manner of such Plan Distribution shall be determined at the discretion of the Liquidating Trust. Holders of Claims may notify the Disbursing Agent by email of any changes to their address for receipt of distributions.

3. Undeliverable Distributions and Unclaimed Property

In the event that any Plan Distribution to any Holder of Allowed Claims or Allowed Interests is returned as undeliverable, no Plan Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such Plan Distribution shall be made to such Holder without interest; *provided*, *however*, that such Plan Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Liquidating Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property Laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred and shall not be entitled to any distributions under the Plan.

4. Surrender of Cancelled Instruments or Securities

On the Effective Date, each Holder of a certificate or instrument evidencing a Claim or an Interest shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any agreement that governs the rights of the Holder of a Claim or Interest or a trustee or agent under such documents, which shall continue in effect for purposes of allowing Holders to receive Plan

Distribution under the Plan and maintaining priority of payment, and to preserve any applicable charging Liens and reimbursement and/or indemnification rights, in each case as set forth in the applicable certificates or instruments. Notwithstanding anything to the contrary in the Plan, this paragraph shall not apply to certificates or instruments evidencing Claims or Interests that are Unimpaired under the Plan.

C. Compliance with Tax Requirements

In connection with the Plan, any Person issuing any instrument or making any distribution or payment in connection therewith, shall comply with all applicable withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may require the intended recipient of such distribution to provide the withholding agent with an amount of Cash sufficient to satisfy such withholding tax as a condition to receiving such distribution or withhold an appropriate portion of such distributed property and either (a) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax) or (b) pay the withholding tax using its own funds and retain such withheld property. The distributing party shall have the right not to make a distribution under the Plan until its withholding or reporting obligation is satisfied pursuant to the preceding sentences. Any amounts withheld pursuant to the Plan shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan.

Any party entitled to receive any property as an issuance or distribution under the Plan shall, upon request, deliver to the withholding agent or such other Person designated by the Liquidating Trust the appropriate IRS Form or other tax forms or documentation requested by the Liquidating Trust to reduce or eliminate any required federal, state, or local withholding. If the party entitled to receive such property as an issuance or distribution fails to comply with any such request for a one hundred eighty (180) day period beginning on the date after the date such request is made, the amount of such issuance or distribution shall irrevocably revert to the Liquidating Trust and any Claim in respect of such distribution under the Plan shall be discharged and forever barred from assertion against such Debtor, the Liquidating Trust, or their respective property.

Notwithstanding the above, each Holder of an Allowed Claim or Allowed Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Plan Distribution.

D. Date of Distributions

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

E. Rights and Powers of Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all Plan Distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

1. Expenses Incurred on or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, to the extent the Disbursing Agent is an Entity other than the Liquidating Trustee, the amount of any reasonable fees and expenses incurred by such Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement Claims (including reasonable attorneys' fees and expenses), made by such Disbursing Agent shall be paid in Cash by the Post-Effective Date Debtors or the Liquidating Trust (as applicable).

F. Manner of Payment

All distributions of Cash to the Holders of the applicable Allowed Claims or Interests under the Plan shall be made by the Disbursing Agent on behalf of the applicable Debtors or Post-Effective Date Debtors. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

G. Foreign Currency Exchange Rate

As of the Effective Date, any Claim or Interest asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal* on the Petition Date.

H. Setoffs and Recoupment

Except as otherwise expressly provided for in the Plan or the Confirmation Order, the Debtors, the Post-Effective Date Debtor, and the Liquidating Trust, as applicable, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy Law, or as may be agreed to by the Holder of a Claim, may, but shall not be required to, setoff or recoup (to the extent applicable) against any Allowed Claim and any Plan Distribution to be made on account of such Claim, and any and all claims, rights, and Causes of Action of any nature that such Debtor or Post-Effective Date Debtor, as applicable, or the Liquidating Trust (on behalf of such Debtor or Post-Effective Date Debtor), as applicable, may have against the Holder of such Claim pursuant to the Bankruptcy Code or applicable nonbankruptcy Law, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided* that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim shall constitute a waiver, abandonment, or release by such Debtor or Post-Effective Date Debtor, as applicable, or the Liquidating Trust of any such Claims, rights, and Causes of Action that they

may have against such Holder. Except as otherwise specifically provided in the Plan, nothing shall (a) alter any rights of setoff or recoupment (to the extent available under applicable law) of any Holder of an Allowed Claim or Allowed Administrative Claim against the Debtors, the Post-Effective Date Debtors, the Liquidating Trust, or Liquidating Trustee (as applicable), or (b) constitute a waiver of the rights, claims, or defenses of the Debtors, the Post-Effective Date Debtors, the Liquidating Trust, Liquidating Trustee, or any other party in interest to dispute such rights of setoff or recoupment on any grounds. In no event shall any Holder of a Claim be entitled to set off any such Claim against any Claim, right, or Cause of Action of the Debtor, unless (i) such Holder has indicated in any timely-Filed Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise, or (ii) such Holder was not required to File a Proof of Claim pursuant to a Final Order of the Bankruptcy Court (including the Bar Date Order).

I. Minimum Distribution

No payment of Cash in an amount of less than $250.00 shall be required to be made on account of any Allowed Claim or Allowed Interest. Such undistributed amount may instead be used in accordance with the Plan and the Post-Effective Budget. If the Cash available for the final distribution is less than the cost to distribute such funds, the Liquidating Trust may donate such funds to the unaffiliated charity of its choice.

J. Allocations

Except as otherwise provided in the Plan or as otherwise required by Law, distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for U.S. federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

K. Distributions Free and Clear

Except as otherwise provided in the Plan, any distribution or transfer made under the Plan, including distributions to any Holder of an Allowed Claim or an Allowed Interest, shall be free and clear of any Liens, Claims, encumbrances, charges, and other Interests, and no other Entity shall have any Interest, whether legal, beneficial, or otherwise, in property distributed or transferred pursuant to the Plan.

L. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

If a Holder of a Claim receives a payment or other satisfaction of its Claim other than through the Debtors or Liquidating Trust on account of such Claim, such Claim shall be reduced by the amount of such payment or satisfaction without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, and if the Claim was paid or satisfied in full other than through the Debtors or the Liquidating Trust, then such Claim shall be disallowed and any recovery in excess of a single recovery in full shall be paid over to the Liquidating Trust without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent

a Holder of a Claim receives a distribution on account of such Claim and receives payment or satisfaction from a party that is not the Debtors or the Liquidating Trust on account of such Claim, such Holder shall, within fourteen (14) calendar days of receipt thereof, repay or return the distribution to the Debtors or the Liquidating Trust, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Except as set forth in Article VIII of the Plan, nothing in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity, including the Liquidating Trust, may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

M. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the DIP Order, the Plan, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy Law, postpetition interest shall not accrue or be paid on any prepetition Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on such Claim.

ARTICLE X.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims and Interests

After the Effective Date, the Liquidating Trust shall have and retain any and all rights and defenses that the Debtors had with respect to any Claim or Interest immediately prior to the Effective Date.

B. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Effective Date, the Liquidating Trust shall have the sole authority to: (a) File, withdraw, or litigate to judgment,

objections to Claims or Interests; (b) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

C. Estimation of Claims and Interests

Before or after the Effective Date, the Debtors or the Liquidating Trust, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection.

Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged or disallowed from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars ($0.00) unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the Debtors or the Liquidating Trust (as applicable) may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

D. Adjustment to Claims or Interests Without Objection

Any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors or the Liquidating Trust (as applicable) without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Time to File Objections to Claims

Except as otherwise provided in the Plan, any objections to Claims shall be Filed on or before the Claims Objection Deadline (as such date may be extended upon presentment of an order to the Bankruptcy Court by the Liquidating Trust or the Debtors).

F. Disallowance of Claims or Interests

Except as otherwise expressly set forth in the Plan, all Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Liquidating Trust allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be Disallowed if: (a) the Entity, on the one hand, and the Debtors or the Liquidating Trust on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

G. Disallowance of Late Claims

Except as otherwise provided in the Plan, agreed to by the Debtors or the Liquidating Trust, or otherwise approved by the Bankruptcy Court, upon the Effective Date, each Proof of Claim Filed after the applicable Bar Date shall be deemed Disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Post-Effective Date Debtor or the Liquidating Trust; such Proofs of Claim shall be Disallowed without the need for any objection by the Post-Effective Date Debtors, the Liquidating Trust, or Liquidating Trustee, or any further notice to or action, order, or approval of the Bankruptcy Court and can be expunged from the Claims Register (including by the Claims and Noticing Agent). Holders of such Claims may not receive any Plan Distributions on account of such Claims, unless, on or before the Confirmation Hearing, such late-Filed Claim has been deemed timely Filed by a Final Order or as agreed by the Debtors in writing (email being sufficient).

H. Disputed Claims Process

All Claims held by Persons or Entities against whom or which the Debtor has commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 548, 549 or 724(a) of the Bankruptcy Code shall be deemed Disputed Claims pursuant to section 502(d) of the Bankruptcy Code and Holders of such Claims shall not be entitled to vote to accept or reject the Plan. A Claim deemed Disputed pursuant to Article VII.H of the Plan shall continue to be Disputed for all purposes until the relevant proceeding against the Holder of such Claim has been settled or resolved by a Final Order and any sums due to the Debtor or Liquidating Trust from such Holder have been paid.

I. Amendments to Claims

Except as provided in the Plan, on or after the Effective Date, without the prior authorization of the Bankruptcy Court or the Liquidating Trust, a Claim may not be Filed or amended and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court.

J. No Distributions Pending Allowance

If an objection to a Claim, Proof of Claim, or portion thereof is Filed, no payment or distribution provided under the Plan shall be made on account of such Claim, Proof of Claim, or portion thereof unless and until the Disputed Claim becomes an Allowed Claim.

K. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim. No interest shall

accrue or be paid on any Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Claim.

ARTICLE XI.
RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Debtor Releases

Notwithstanding anything contained in the Plan or Confirmation Order to the contrary, effective as of the Effective Date, pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, their Estates, and the Post-Effective Date Debtors, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims and Causes of Action, and liabilities whatsoever, including any derivative claims, asserted by or assertable on behalf of any of the Debtors, their Estates, or the Post-Effective Date Debtors, as applicable, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that the Debtors, their Estates, or the Post-Effective Date Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (b) any Causes of Action included in the Schedule of Retained Causes of Action, or (c) any Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, their

Estates, or the Post-Effective Date Debtors asserting any claim or Cause of Action released pursuant to the Debtor Release.

B. Third Party Releases

Effective as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all claims, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or otherwise based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (b) any Causes of Action included in the Schedule of Retained Causes of Action, or (c) any Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the claims or Causes of Action released by the Third Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

C. Exculpation

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third Party Release, and except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party hereby is exculpated from any claim or Cause of Action related to, any act or omission in connection with, relating to, or arising out of the negotiation, solicitation, confirmation, execution, or

implementation (to the extent on or prior to the Effective Date) of, as applicable, the Company-Related Matters except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, an Exculpated Party shall be entitled to exculpation solely for actions taken from the Petition Date through the Effective Date, and the exculpation set forth above does not exculpate (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (b) any Causes of Action included in the Schedule of Retained Causes of Action, or (c) any Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct.

D. Injunction

In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors.

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Persons or Entities who have held, hold, or may hold Claims, Interests, or Causes of Action in or against the Debtors shall be precluded and permanently enjoined, on and after the Effective Date, from taking any of the following actions against the Debtors, the Exculpated Parties, the Released Parties, and any successors, assigns, or representatives of such Persons or Entities (including, for the avoidance of doubt, the Liquidating Trust, the Liquidating Trustee, and the Liquidating Trust Advisory Board), solely with respect to any Claims, Interests, or Causes of Action that will be or are treated by the Plan: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property of such Entities on account of, in connection with, or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of, in connection with, or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Interests released, compromised, or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan.

Each Holder of an Allowed Claim, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in the Plan.

No party may commence, continue, amend, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, amending, or pursuing, a claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Liquidating Trust, the Liquidating Trustee, the Liquidating Trust Advisory Board, the Exculpated Parties, or the Released Parties that relates to, or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of, a Cause of Action subject to the releases or exculpations under the Plan without first (a) requesting a determination from the Bankruptcy Court, after notice and a hearing, that such Cause of Action represents a colorable claim against a Debtor, a Post-Effective Date Debtor, the Liquidating Trust, the Liquidating Trustee, the Liquidating Trust Advisory Board, an Exculpated Party, or a Released Party and is not a claim or Cause of Action released or exculpated under the Plan, which request must attach the complaint or petition proposed to be filed by the requesting party, and (b) obtaining from the Bankruptcy Court specific authorization for such party to bring such Cause of Action against the Liquidating Trust, the Liquidating Trustee, the Liquidating Trust Advisory Board or any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party. Any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Cause of Action is colorable and, only to the extent legally permissible, will have jurisdiction to adjudicate the underlying colorable Cause of Action.

E. Release of Liens

Except as otherwise provided in the Plan, in any Exit Capital Facility Documents, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security Interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and Interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security Interests shall revert to the Debtors and their successors and assigns.

If any Holder of an Other Secured Claim or any agent for such Holder has filed or recorded publicly any Liens and/or security Interests to secure such Holder's Other Secured Claim, as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Liquidating Trust that are necessary or desirable to record or

effectuate the cancellation and/or extinguishment of such Liens and/or security Interests, including the making of any applicable filings or recordings, and the Liquidating Trust shall be entitled to make any such filings or recordings on such Holder's behalf.

ARTICLE XII.
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions Precedent to the Effective Date

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

1. the Bankruptcy Court shall have entered a Final Order, in form and substance acceptable to the Debtors, the Plan Funders, and the Committee, approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code;

2. the Bankruptcy Court shall have entered the Confirmation Order, in form and substance acceptable to the Debtors, the Plan Funders, and the Committee, which shall have become a Final Order;

3. the Exit Capital Commitment Agreement shall remain in full force and effect and shall not have been terminated at any time;

4. all professional fees and expenses of Professionals already approved by the Bankruptcy Court shall have been paid in full;

5. the Professional Fee Reserve Amount shall have been funded into the Professional Fee Account;

6. the unpaid, reasonable, and documented fees and expenses of (a) DIP Lender Professionals, (b) counsel to any Plan Funder in accordance with the Exit Capital Commitment Agreement, and (c) any other professional retained by the Plan Funders shall have been paid in full in Cash; *provided*, that payment of any such amounts incurred by such professionals as of the Effective Date but not invoiced to the Debtors shall not be a condition precedent to the effectiveness of the Plan and shall be payable by the Liquidating Trust within ten (10) days after the receipt of summary invoices therefor (without any requirement (y) to provide itemized time detail or (z) for Bankruptcy Court review or approval (including to File a fee application with the Bankruptcy Court));

7. the Liquidating Trustee shall have been appointed and assumed its rights and responsibilities under the Liquidating Trust Agreement and the Liquidating Trust shall have been established and funded in accordance with the terms of the Liquidating Trust Agreement, which condition may not be waived;

8. all documents and agreements necessary to implement the Plan, including the Liquidating Trust Agreement, and all other items contained in the Plan Supplement, shall be in form and substance acceptable to the Debtors, the Plan Funders, and the Committee (other than

with respect to the Liquidating Trust Agreement, such acceptance not to be unreasonably withheld, conditioned, or delayed), and shall have been effected or fully executed (as applicable) and remain in full force and effect; and

9. all statutory fees and obligations then due and payable to the U.S. Trustee shall have been paid in full.

B. Waiver of Conditions

The Debtors may, with the consent of the Plan Funders and the Committee, waive any one or more of the Conditions Precedent to the Effective Date without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

ARTICLE XIII.
RETENTION OF JURISDICTION

On and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in, arising under or related to the Chapter 11 Cases for, among other things, the following purposes:

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests.

2. Resolve any cases, controversies, suits, or disputes that may arise in connection with Claims, including Claim Objections, allowance, disallowance, subordination, estimation, and distribution.

3. Decide and resolve all matters related to the granting and denying, in whole or in part of, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan.

4. Resolve any matters related to: (a) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure arising therefrom; and/or (b) any dispute regarding whether a contract or lease is or was executory or expired.

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving the Debtors that may be pending on the Effective Date.

6. Adjudicate, decide, or resolve any and all matters related to sections 1141, 1145, and 1146 of the Bankruptcy Code.

7. Adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters.

8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Disclosure Statement.

9. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan.

10. Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan.

11. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions.

12. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated.

13. Enforce or determine any matters, including disputes, that may arise in connection with or related to the Liquidating Trust Agreement, the Exit Capital Facility Documents, the DIP Loan Documents, the Disclosure Statement, the Plan, and the Confirmation Order.

14. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan.

15. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by any Holder for amounts not timely repaid.

16. Adjudicate any and all disputes arising from or relating to distributions under the Plan.

17. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order.

18. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order.

19. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code.

20. Hear and determine any Causes of Action that may be brought by the Liquidating Trust.

21. Hear and determine any other rights, Claims, or Causes of Action held by or accruing to the Debtors or the Liquidating Trust pursuant to the Bankruptcy Code or any applicable state or federal statute or legal theory, including to recover assets of the Debtors and property of the Debtors' Estates, wherever located.

22. Enter an order or final decree concluding or closing the Chapter 11 Cases.

23. Enforce all orders previously entered by the Bankruptcy Court.

24. Hear any other matter over which the Bankruptcy Court has jurisdiction.

ARTICLE XIV.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendment

This Plan may be amended, modified, or supplemented by the Debtors, with the consent of the Plan Funders and the Committee, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by Law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, the Debtors may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of the Plan, and any Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and shall constitute a finding that such modifications or amendments to the Plan do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Plan has been revoked or withdrawn prior to the Effective Date, then, with respect to such Debtor (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (ii) prejudice in any manner the rights of such Debtor or any other Person, or (iii) constitute an admission of any sort by any Debtor or any other Person.

ARTICLE XV.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, and in accordance with section 1141 of the Bankruptcy Code, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Liquidating Trust, all present and former Holders of Claims against and Interests in any of the Debtors (whether or not the Claim or Interest of such Holder is Impaired under the Plan and whether or not such Holder has filed a Proof of Claim or voted on the Plan), the Released Parties, the Exculpated Parties, and each of their respective successors and assigns including, but not limited to, the Post-Effective Date Debtors and all other parties-in-interest in the Chapter 11 Cases. All Claims and Interests shall be fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

B. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Post-Effective Date Debtors, or the Liquidating Trust (as applicable) and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may reasonably be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

C. Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated (within the meaning set forth in section 1101(2) of the Bankruptcy Code) pursuant to section 1127(b) of the Bankruptcy Code.

D. Reservation of Rights

The Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Debtors with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to the Holders of Claims or Interests prior to the Effective Date.

E. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and, subject to the terms of the Plan Documents (including the Liquidating Trust Agreement), shall inure to the benefit of any heir, executor, administrator, successor or assign, beneficiaries or guardian, if any, of each Entity.

F. Determination of Tax Liabilities

As of the Effective Date, the Liquidating Trust will be responsible for preparing and filing any tax forms or returns on behalf of the Debtors' Estates; *provided*, that the Liquidating Trust shall not be responsible for preparing or filing any tax forms for Holders of Interests in the Debtors (which Interests shall be cancelled pursuant to the Plan), but shall provide such Holders with any information reasonably required to prepare such forms. The Debtors and the Liquidating Trust shall have the right to request an expedited determination of any tax liability pursuant to section 505 of the Bankruptcy Code, including on any unpaid liability of the Debtors' Estates for any tax incurred during the administration of these Chapter 11 Cases.

G. Notices

In order for all notices, requests, and demands to or upon the Debtors, the Plan Funders, the Committee, and the Liquidating Trust, as the case may be, to be effective such notices, requests and demands shall be in writing (including by electronic mail) and, unless otherwise expressly provided in the Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by email, when received, and served on or delivered to the following parties:

<table>
<tr><th colspan="2">Counsel to the Debtors</th></tr>
<tr><td colspan="2">Sidley Austin LLP
787 Seventh Ave
New York, NY 10019
Attn: Anthony Grossi
Email: agrossi@sidley.com

-and-

One South Dearborn
Chicago, IL 60603
Attn: Jason Hufendick and Ryan Fink
Email: jhufendick@sidley.com, ryan.fink@sidley.com</td></tr>
<tr><th>Counsel to the Plan Funders</th><th>Counsel to the Committee</th></tr>
<tr><td>Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: Mitchell P. Hurley
Email: mhurley@akingump.com

-and-

2300 N. Field Street, Suite 1800
Dallas, TX 75201
Attn: Sarah Schultz
Email: sschultz@akingump.com</td><td>McDermott Will & Schulte LLP
One Vanderbilt Avenue
New York, NY 10017
Attn: Darren Azman and Steven Szanzer
Email: dazman@mcdermottlaw.com,
sszanzer@mcdermottlaw.com</td></tr>
</table>

After the Effective Date, Persons or Entities that wish to continue to receive documents pursuant to Bankruptcy Rule 2002 must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Liquidating Trust is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that Filed such renewed requests.

H. Term of Injunctions or Stays

Except as otherwise provided in the Plan, to the maximum extent permitted by applicable Law and subject to the Bankruptcy Court's post-Confirmation jurisdiction to modify the injunctions and stays under the Plan: (a) all injunctions with respect to or stays against an action against property of the Debtors or the Debtors' Estates arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtors or the Debtors' Estates; and (b) all other injunctions and stays arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earliest of (i) the date that the Chapter 11 Cases are closed pursuant to a Final Order of the Bankruptcy Court, or (ii) the date that the Chapter 11 Cases are dismissed pursuant to a Final Order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

I. Entire Agreement

On the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel or the Liquidating Trust's counsel (as applicable) at the address above or by downloading such exhibits and documents free of charge from the Claims and Noticing Agent's website. All documents in the Plan Supplement are considered an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

K. Governing Law

Unless a rule of Law or procedure is supplied by federal Law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the Laws of the state of New York, without giving effect to the principles of conflict of Laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing Law of such agreement shall control), and corporate governance matters; *provided*, *however*, that corporate governance matters related

to the Debtors or the Post-Effective Date Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state or other jurisdiction of incorporation of the applicable Debtor or Post-Effective Date Debtor; *provided*, *further*, that Article XII.K of the Plan shall have no impact or effect on the law to be applied to the Retained Causes of Action.

L. Nonseverability of Plan Provisions

If any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation.

The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is the following: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors (or the Liquidating Trust, as applicable), the Plan Funders, and the Committee; and (c) nonseverable and mutually dependent.

ARTICLE XVI.
RISK FACTORS

Prior to voting on the Plan, Holders of Claims or Interests in Classes 3, 4, 5, 7, and 8, as well as entities in non-voting Classes, should consider carefully the risk factors described below, as well as all of the information contained in this Disclosure Statement, including the Exhibits hereto. These risk factors should not, however, be regarded as constituting the only risks involved in connection with the Plan and its implementation. See Article XVII of this Disclosure Statement for a discussion of tax law considerations.

A. Bankruptcy Law Considerations

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to Holders of Allowed Claims or Allowed Interests under the Plan but will not necessarily affect the validity of the vote of the Impaired Class to accept or reject the Plan or necessarily require a re-solicitation of the votes of Holders of Claims or Interests in such Impaired Class.

1. A Failure to Implement the Plan May Force Less Favorable Alternatives and Prolonged Delays

If the Plan is not implemented, the Debtors will consider all available restructuring alternatives, including filing an alternative chapter 11 plan, converting to a chapter 7 plan, and any other transaction that would maximize the value of the Debtors' Estates. The terms of any

alternative restructuring proposal may be less favorable to Holders of Claims against and Interests in the Debtors than the terms of the Plan as described in this Disclosure Statement.

The uncertainty surrounding a prolonged restructuring would have other adverse effects on the Debtors. Any material delay in the Confirmation of the Plan, the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court, would add substantial expense and uncertainty to the process.

In addition, the Debtors have ceased to operate as a business and are not generating any cash flow from their assets (which assets are not immediately monetizable) to repay over $100 million of outstanding DIP Claims that are scheduled to mature on October 31, 2026, which DIP Claims are entitled to superpriority Administrative Expense Claims as set forth in the DIP Order that must be paid in full in Cash before, among other things, any Allowed General Unsecured Claims are entitled to any recovery. If the Plan is not confirmed, the Debtors will not be able to pay the DIP Claims when they become due absent a significant influx of cash, the availability of which is highly uncertain. The Debtors' failure to pay the DIP Claims on the maturity date would trigger an Event of Default (as defined in the DIP Order) that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order).

2. Parties in Interest May Object to the Plan's Classification and Interests

There is no guarantee that the Bankruptcy Court will agree with the classification of Claims and Interests as proposed by the Plan. Section 1122 of the Bankruptcy Code provides that a chapter 11 plan may place a claim or an equity interest in a particular class only if that claim or interest is substantially similar to the other claims or interests in that class. As is described herein, the Debtors believe that the Plan's classification of Claims and Interests complies with the requirements under the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

3. Exhaustion of Debtors' Cash Collateral or the DIP Facility

If the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust their available cash collateral and postpetition financing. In addition, the DIP Facility is subject to a maturity date that is the earlier of (i) October 31, 2026 and (ii) the date on which the revolving commitments thereunder are reduced to $0 (whether voluntarily, mandatorily, or by enforcement of remedies). There is no assurance that such maturity will be extended or that the Debtors will be able to refinance or repay such obligations when due. Furthermore, there is no assurance that the Debtors will be able to obtain an extension of the right to obtain further postpetition financing and/or use cash collateral, in which case, the liquidity necessary for winddown of Debtors' businesses may be impaired materially.

4. The Conditions Precedent to the Effective Date of the Plan May Not Occur

As more fully set forth in Article IX of the Plan, the Confirmation and Effective Date of the Plan are subject to a number of conditions precedent. If such conditions precedent are not

waived or satisfied, the Confirmation and Effective Date of the Plan will not take place. In the event that the Effective Date does not occur, the Debtors may seek confirmation of a new plan or be forced to pivot to a chapter 7 liquidation.

5. The Debtors May Fail to Satisfy the Vote Requirements

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may need to seek to confirm an alternative chapter 11 plan or transaction. There can be no assurance that the terms of any such alternative chapter 11 plan or other transaction would be similar or as favorable to the Holders of Allowed Interests and Allowed Claims as those proposed in the Plan and the Debtors do not believe that any such transaction exists or is likely to exist that would be more beneficial to the Estates than the Plan.

6. The Debtors May Not Be Able to Secure Confirmation of the Plan

There is no guarantee that the Plan will be confirmed. If the Plan, or a substantially similar plan, is not confirmed, the terms and timing of any plan of liquidation ultimately confirmed in the Chapter 11 Cases, and the treatment of Claims and Interests will be unknown. In addition, if the Plan is not confirmed, a significant risk exists that the Chapter 11 Cases may be converted to cases under chapter 7. In that event, the Debtors believe that creditor recoveries would be substantially diminished. In addition, the conversion of any of the Chapter 11 Cases to chapter 7 would trigger an Event of Default under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order).

7. The Debtors May Not Be Able to Secure Nonconsensual Confirmation Over Certain Impaired Non-Accepting Classes

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class (as defined under section 1124 of the Bankruptcy Code) has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired class(es). The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual confirmation or consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

8. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The conversion of the Chapter 11 Cases to chapter 7 would result in an Event of Default (as defined in the DIP Order) under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies, including to foreclose on or credit bid for the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order). The Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in the Plan because, among other things, (a) the chapter 7 framework does not contemplate the type of long-term, coordinated litigation prosecution strategy that is necessary to maximize value in complex antitrust and commercial tort matters, and the resource and administrative constraints of a chapter 7 estate would limit the ability to support the ancillary costs of sustained, multi-year litigation through trial and any applicable appeals, even where lead counsel is retained on a contingency basis; (b) the structural incentives of a chapter 7 administration could favor more expeditious resolution of litigation claims at values that may not reflect the full potential of the underlying claims; (c) the estates could incur additional layers of administrative fees and expenses in a chapter 7—including statutory trustee compensation under section 326 of the Bankruptcy Code and the costs associated with new professionals familiarizing themselves with the complex factual and procedural history of the claims—that would further erode net recoveries; (d) the DIP Lenders hold security interests in the Debtors' commercial tort claims and other litigation assets as DIP Collateral, and in a chapter 7, the DIP Lenders could seek to foreclose on or credit bid for such collateral, potentially extinguishing the Estates' ability to prosecute the claims for the benefit of unsecured creditors; (e) the chapter 7 process may not provide a path for initiating new litigation or pursuing claims not already pending as of the Petition Date, thereby forgoing potential recoveries from causes of action held by the Debtors but not yet filed; (f) a chapter 7 estate could lack the dedicated governance infrastructure that is designed to provide continuity, strategic oversight, and institutional knowledge necessary to coordinate with contingency counsel and manage the prosecution of the litigation claims over an extended time period; and (g) the uncertainty inherent in a chapter 7 administration, combined with the foregoing structural limitations, could diminish the ability of the Estates to attract or maintain favorable arrangements with litigation counsel, co-plaintiffs, and other third parties whose cooperation is important to the successful prosecution of the claims.

9. The Debtors May Object to the Amount or Classification of a Claim or Interest

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim or Interest under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim or Interest where such Claim or Interest is subject to an objection. Any Holder of a Claim or Interest that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

10. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims or Allowed Interests under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims or Allowed Interests to be subordinated to other Allowed Claims or Allowed Interests. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims or Allowed Interests under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims, Interests, and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims or Interests may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims or Interests may vary from the estimated Claims or Interests contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims or Interests that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims or Allowed Interests under the Plan.

11. Releases, Injunctions, and Exculpation Provisions May Not Be Approved

The Debtors understand that certain parties may believe that they have valid objections to the release and exculpation provisions in the Plan. The Debtors believe that any such objection is without merit; however, in the event that such objection is sustained by the Bankruptcy Court and such release and/or exculpation provisions are modified or stricken from the Plan, the Plan Funders may withdraw their support for the Plan, which may result in the Debtors being unable to confirm the Plan or any other chapter 11 plan.

B. Risks Related to Recoveries Under the Plan

1. The Amounts of Allowed Claims and Allowed Interests May Adversely Affect the Recovery of Some Holders of Allowed Claims and Allowed Interests

The distributions available to Holders of Allowed Claims and Interests in Classes 3, 4, 5, 7, and 8 under the Plan can be affected by a variety of contingencies, including, without limitation, the amount of Allowed Administrative Claims, Priority Tax Claims, and Other Secured Claims, thereby reducing the amount of distributions available for other Holders of Allowed Claims or Allowed Interests. This Disclosure Statement has been prepared based on preliminary information concerning the Debtors' books and records and, as such, the Debtors cannot determine with any certainty at this time the number or amount of such Claims or Interests that will ultimately be Allowed, which may differ meaningfully from the Debtors' current estimates. Thus, the projected recoveries for Holders of Allowed Claims or Interests in Classes 3, 4, 5, 7, and 8 disclosed in this Disclosure Statement are highly speculative.

2. Recoveries are Dependent on Successful Litigation Outcomes

Substantially all of the Debtors' remaining estate assets consist of litigation claims, including the Antitrust Litigation Assets and the Sprouts Litigation Assets. There can be no assurance that any of these proceedings will result in recoveries to the estates. Litigation is inherently uncertain, and outcomes depend on numerous factors outside the Debtors' control, including judicial determinations on contested legal issues, the solvency and willingness of defendants or counterparties to pay, the costs of prosecution, and the length of time required to obtain final, non-appealable judgments or settlements. The Antitrust Litigation Proceedings involve complex, multi-party proceedings that may take years to resolve and are subject to significant evidentiary and legal challenges. The dispute with Sprouts involves a contract claim and related asserted General Unsecured Claim by Sprouts that, if allowed in whole or in part, could materially reduce distributable recoveries available to other general unsecured creditors. In addition, the matters arising from Burford's pending appeal of the Dismissal Order may impact recoveries by the estates. Burford's pending appeal, if successful, could result in an asserted interest that would dilute or redirect recoveries otherwise available to other creditors and increase draws under the Exit Capital Facility, further reducing creditor distributions. If the Liquidating Trust is unable to achieve favorable outcomes in one or more of these proceedings, creditor recoveries under the Plan could be materially less than projected or, in certain scenarios, result in no meaningful distribution.

3. The Debtors Cannot Guarantee the Timing of Distributions

The timing of actual distributions to Holders of Allowed Claims and Allowed Interests may be affected by many factors that cannot be predicted. Therefore, the Debtors cannot guarantee the timing of any recovery on an Allowed Claim or an Allowed Interest.

4. Certain Tax Implications of the Debtors' Bankruptcy

Holders of Allowed Claims and Allowed Interests should carefully review Article XVII of this Disclosure Statement, "Certain U.S. Federal Income Tax Consequences of Consummation of the Plan," for a description of certain tax implications of the Plan and the Debtors' Chapter 11 Cases.

C. Disclosure Statement Disclaimer

1. The Financial Information Contained in This Disclosure Statement Has Not Been Audited

In preparing this Disclosure Statement, the Debtors and their advisors relied on financial data derived from the Debtors' books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information, and any conclusions or estimates drawn from that financial information, provided in this Disclosure Statement, and although the Debtors believe that the financial information herein fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant that the financial information contained herein, or any conclusions or estimates drawn therefrom, is without inaccuracies.

2. Information Contained in This Disclosure Statement Is for Soliciting Votes

The information contained in this Disclosure Statement is for the purpose of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

3. This Disclosure Statement Was Not Reviewed or Approved by the SEC

This Disclosure Statement was not filed with the SEC under the Securities Act or applicable state securities Laws. Neither the SEC nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement or the exhibits or the statements contained in this Disclosure Statement.

4. This Disclosure Statement May Contain Forward Looking Statements

This Disclosure Statement may contain "forward looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. Statements containing words such as "may," "believe," "anticipate," "expect," "intend," "plan," "project," "projections," "business outlook," "estimate," or similar expressions constitute forward-looking statements and may include, without limitations, information regarding the Debtors' expectations with respect to future events. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those risks described in this Article XVI.

5. No Legal or Tax Advice Is Provided to You by This Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or an Interest should consult his or her own legal counsel, accountant or other applicable advisor with regard to any legal, tax and other matters concerning his, her or its Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

6. No Admissions Made

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, Holders of Allowed Claims or Interests, or any other parties in interest.

7. Failure to Identify Potential Objections

No reliance should be placed on the fact that a particular Cause of Action or potential objection to a particular Claim or Interest is, or is not, identified in this Disclosure Statement. The Liquidating Trustee may, pursuant to the Plan, object to applicable Claims or Interests after the Effective Date of the Plan irrespective of whether this Disclosure Statement identifies a particular Cause of Action or objection to a Claim or Interest.

8. No Waiver of Right to Object or Right to Recover Transfers and Assets

The vote by a Holder of a Claim or Interest for or against the Plan does not constitute a waiver or release of any claims, causes of action or rights of the Debtors (or any entity, as the case may be) to object to that Holder's Claim or Interest, or recover any preferential, fraudulent or other voidable transfer of assets, regardless of whether any claims or causes of action of the Debtors or their Estates are specifically or generally identified in this Disclosure Statement.

9. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors

The Debtors' advisors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although the Debtors' advisors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not independently verified the information contained in this Disclosure Statement.

10. Potential Exists for Inaccuracies, and the Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date of this Disclosure Statement, unless otherwise specified in this Disclosure Statement, and the delivery of this Disclosure Statement after the date of this Disclosure Statement does not imply that there has not been a change in the information set forth in this Disclosure Statement since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

11. No Representations Outside This Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to counsel to the Debtors and the U.S. Trustee.

ARTICLE XVII.
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF CONSUMMATION OF THE PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and certain Holders of Allowed Claims and Allowed Interests. This discussion is for informational purposes only and is not tax advice. The following summary is based on the Internal Revenue Code of 1986, as amended (the "IRC"), Treasury Regulations promulgated thereunder, judicial decisions, administrative rules and pronouncements as in effect on the date hereof. Changes in such rules or new interpretations thereof may have

retroactive effect and could significantly affect the U.S. federal income tax consequences described herein. This summary addresses certain U.S. federal income tax consequences only to Holders of Claims or Interests that are entitled to vote (i.e., Holders of Claims or Interests in Classes 3, 4, 5, 7, and 8) and it does not address the U.S. federal income tax consequences to Holders of Interests or to Holders of Claims that are not entitled to vote on the Plan. The U.S. federal income tax consequences of the Plan are complex and are subject to significant uncertainties.

This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular Holder of an Allowed Claim or Interest in light of such Holder's particular facts and circumstances (such as the effects of Section 451(b) of the IRC conforming the timing of certain income accruals to financial statements). In addition, this summary addresses only U.S. federal income taxes. Thus, the following discussion does not address foreign, state, or local tax consequences, or any estate, gift, or other non-income tax consequences, of the Plan, nor does it purport to address the U.S. federal income tax consequences of the Plan to Holders of Allowed Claims or Allowed Interests that are subject to special treatment under the IRC (such as Persons who are related to the Debtors within the meaning of the IRC, Holders liable for the alternative minimum tax, Holders whose functional currency is not the U.S. dollar, Holders that received their Claims or Interests as compensation, broker dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax exempt organizations, governmental entities, pass-through entities such as partnerships or S corporations and investors therein, and Holders of Claims or Interests who are themselves in bankruptcy). Accordingly, this summary should not be relied upon for purposes of determining the specific tax consequences of the Plan with respect to a particular Holder of a Claim or Interest.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds an Allowed Claim or Interest, the tax treatment of a partner or other investor in such partnership will generally depend upon the status of the partner or investor and the activities of the partnership. If you are a partner or other investor in a partnership holding an Allowed Claim or Interest, you should consult your tax advisors.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of Allowed Class 3, 4, 5, 7, or 8 Claims or Interests that is: (A) an individual citizen or resident of the United States for U.S. federal income tax purposes; (B) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the Laws of the United States, any state thereof or the District of Columbia; (C) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (D) a trust (1) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more United States persons have authority to control all substantial decisions of the trust or (2) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person (as defined in the IRC), and a "Non-U.S. Holder" is a Holder (other than an entity treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder.

The following discussion assumes that the Plan will be implemented as described therein and does not address the tax consequences if the Plan is not carried out. Furthermore, this discussion assumes that Holders of Allowed Claims and Interests only hold Claims or Interests in a single Class. This discussion further assumes that the various debt and other arrangements to

which a Debtor is a party will be respected for U.S. federal income tax purposes in accordance with their form. In addition, a substantial amount of time may elapse between the confirmation date and the receipt of a final distribution under the Plan. Events subsequent to the date of this Disclosure Statement, such as additional tax legislation, court decisions or administrative changes, could affect the U.S. federal income tax consequences of the Plan and the transactions contemplated thereunder.

This summary of the U.S. federal income tax consequences of the Plan is not binding on the Internal Revenue Service ("IRS"), and no ruling will be sought or has been sought from the IRS with respect to any of the tax aspects of the Plan, no opinion of counsel has been obtained or will be obtained by the Debtors with respect thereto, and no tax opinion is given by this Disclosure Statement. The U.S. federal income tax consequences of certain aspects of the Plan may therefore be uncertain due to the lack of applicable legal authority and may be subject to administrative or judicial interpretations that differ from the discussion below.

The following discussion is not exhaustive and the U.S. federal income tax consequences to each Holder of an Allowed Claim or Interest will differ and will depend on factors specific to each such Holder, including (A) whether the Holder's Allowed Claim (or portion thereof) constitutes a claim for principal or interest; (B) the origin of the Holder's Allowed Claim or Interest; (C) whether the Holder reports income using the accrual or cash basis method; (D) whether the Holder receives distributions under the Plan in more than one taxable year; (E) whether the Holder has previously included in income any accrued but unpaid interest with respect to the Allowed Claim or Interest; and (F) whether the Holder has previously taken a bad debt deduction or otherwise recognized a loss with respect to the Allowed Claim or Interest. The discussion is not a substitute for careful tax planning and professional tax advice based upon the individual circumstances of each Holder of an Allowed Claim or Interest. Accordingly, each Holder of an Allowed Claim or Interest is strongly urged to consult with its own tax advisor regarding the U.S. federal, state, local, and foreign income and other tax consequences of the Plan.

A. Certain U.S. Federal Income Tax Consequences of the Plan to the Debtors

1. Cancellation of Debt and Reduction of Tax Attributes

In general, absent an exception, a taxpayer will realize and recognize cancellation of indebtedness income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. Under section 108 of the IRC, a taxpayer will not, however, be required to include COD Income in gross income if the taxpayer is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding (the "Bankruptcy Exception"). The Debtors expect the consummation of the Plan will produce COD Income. Because the cancellation of the Debtors' indebtedness will occur in a case brought under the Bankruptcy Code, the Debtors will be under the jurisdiction of the Bankruptcy Court in such case and the cancellation of the Claims or Interests will be pursuant to the Plan, the Debtors will not be required to include any COD Income realized as a result of the implementation of the Plan in taxable income under the Bankruptcy Exception.

Instead, as a consequence of such exclusion, a taxpayer-debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the

IRC. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. In general, tax attributes will be reduced in the following order: (a) net operating losses and carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets; (f) passive activity loss and credit carryovers; and (g) foreign tax credits carryovers. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact. Alternatively, a debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the IRC.

The Debtors estimate that, as of December 31, 2025, they had approximately $200 million of federal net operating losses and certain other tax attributes. These losses and certain other of the Debtors' tax attributes may be subject to reduction by reason of COD Income realized upon consummation of the Plan that is excluded from Debtors' gross income pursuant to the Bankruptcy Exception. The Debtors have not yet determined the amount of their tax attributes that will be reduced by COD Income excluded from Debtors' gross income pursuant to the Bankruptcy Exception. If the Debtors are liquidated following consummation of the Plan, however, any such tax attributes are not expected to have meaningful value.

B. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders of Allowed Claims and Allowed Interests Entitled to Vote on the Plan

1. U.S. Federal Income Tax Consequences to U.S. Holders of Allowed Claims and Allowed Interests in Voting Classes

In accordance with the Plan, each Holder of Allowed Claims in Class 3 will receive such Holder's Pro Rata share of the Series B-1 Liquidating Trust Interests or the Series B-2 Liquidating Trust Interests, as applicable. Each Holder of Allowed Claims in Class 4 will receive such Holder's Pro Rata share of the Series B-3 Liquidating Trust Interests or the Series B-4 Liquidating Trust Interests, as applicable. Each Holder of Allowed Claims in Class 5 will receive an amount of Cash equal to its Pro Rata share of the Convenience Class Cash Pool. Each Holder of Allowed Claims in Class 7 will receive such Holder's Pro Rata share of the Series C Liquidating Trust Interests. Further, each Holder of Allowed Interests in Class 8 will receive such Holder's Pro Rata share of the Series D Liquidating Trust Interests.

Each U.S. Holder of Allowed Claims or Interests in Classes 3, 4, 5, 7, and 8 will recognize gain or loss upon consummation of the Plan equal to the difference between the "amount realized" by such U.S. Holder (other than any amounts attributable to accrued but unpaid interest and possibly accrued original issue discount ("OID")) and such U.S. Holder's adjusted tax basis in his, her or its Claim or Interest. Any such gain or loss realized by a U.S. Holder generally should constitute capital gain or loss to such U.S. Holder, unless such Claim or Interest is not a capital asset in the hands of such U.S. Holder. If an Allowed Claim or Interest in Classes 3, 4, 5, 7, or 8, as applicable, is a capital asset and it has been held for more than one year, the U.S. Holder will realize long-term capital gain or loss. The deductibility of capital losses is subject to limitations.

2. Accrued Interest

A U.S. Holder of an Allowed Claim generally will recognize ordinary income to the extent that such Holder receives Cash or property that is allocable to accrued but unpaid interest that such Holder has not yet included in its income. If an Allowed Claim includes interest, and if the U.S. Holder receives less than the amount of the Allowed Claim pursuant to the Plan, the U.S. Holder must allocate the Plan consideration between principal and interest. The Plan provides that all distributions to a U.S. Holder of an Allowed Claim will apply first to the principal amount of such Claim until such principal amount is paid in full and then to any interest accrued on such Claim prior to the Petition Date. There is no assurance, however, that the IRS will respect this treatment and will not determine that all or a portion of amounts distributed to such U.S. Holder, and attributable to principal under the Plan, is properly allocable to interest. U.S. Holders of Allowed Claims are urged to consult their own tax advisors in this regard. If the Plan consideration allocable to interest with respect to an Allowed Claim is less than the amount that the U.S. Holder has previously included as interest income, the previously included but unpaid interest may be deducted, generally as a loss.

3. Market Discount

A U.S. Holder that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the IRC. In general, a debt instrument is considered to have been acquired with "market discount" if the holder's adjusted tax basis in the debt instrument is less than (i) its stated redemption price or (ii) in the case of a debt instrument issued with OID, its revised issue price, in each case, by at least a *de minimis* amount.

Under the market discount rules, the U.S. Holder is required to treat any gain on the sale, exchange, retirement or other disposition of the Allowed Claim (other than in respect of a Claim for accrued but unpaid interest) as ordinary income to the extent of the market discount that the U.S. Holder has not previously included in income and which is treated as having accrued on the Allowed Claim at the time of its payment or disposition.

4. Bad Debt Deduction

A U.S. Holder who receives in respect of an Allowed Claim or Allowed Interest an amount less than the U.S. Holder's tax basis in the Claim or Interest may be entitled in the year of receipt (or in an earlier or later year) to a bad debt deduction in some amount under IRC Section 166(a). The rules governing the character, timing and amount of bad debt deductions place considerable emphasis on the facts and circumstances of the U.S. Holder, the obligor and the instrument with respect to which a deduction is claimed. U.S. Holders of Allowed Claims or Interests, therefore, are urged to consult their tax advisors with respect to their ability to take such a deduction.

C. Certain U.S. Federal Income Tax Consequences of the Plan to Non-U.S. Holders of Allowed Claims and Allowed Interests Entitled to Vote on the Plan

Whether a Non-U.S. Holder of Allowed Claims or Interests in Classes 3, 4, 5, 7, and 8 realizes gain or loss on the consummation of the Plan and the amount of such gain or loss is

determined in the same manner as set forth above in connection with U.S. Holders under Article XVII.B.

1. Gain Recognition

Any gain recognized by a Non-U.S. Holder of Allowed Claims or Interests in Classes 3, 4, 5, 7, and 8 generally will not be subject to U.S. federal income tax with respect to property (including Cash) received in exchange for such Claim or Interest, unless:

- such Non-U.S. Holder is engaged in a trade or business in the United States to which such gain is "effectively connected" for U.S. federal income tax purposes (and, if required, by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment or fixed base in the United States to which gain is attributable); or

- if such Non-U.S. Holder is an individual, such Holder is present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met.

Gain described in the first situation above generally will be subject to U.S. federal income tax on a net income basis at the regular rates. A Non-U.S. Holder that is a foreign corporation also may be subject to a branch profits tax at a rate of 30 percent (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

Gain described in the second situation above will be subject to U.S. federal income tax at a rate of 30 percent (or such lower rate specified by an applicable income tax treaty), which may be offset by certain U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

2. Interest on Allowed Claims and Allowed Interests

Payments to a Non-U.S. Holder that are attributable to accrued but untaxed interest on its Claim or Interest generally will not be subject to U.S. federal income or withholding tax, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person, unless:

(i) the Non-U.S. Holder actually or constructively owns 10 percent or more of the total combined voting power of all classes of the Debtors' stock entitled to vote (after application of certain attribution rules);

(ii) the Non-U.S. Holder is a "controlled foreign corporation" that is a "related person" with respect to the Debtors as described in Section 881(c)(3)(C) of the IRC;

(iii) the Non-U.S. Holder is a bank receiving interest described in Section 881(c)(3)(A) of the IRC; or

(iv) such interest is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment or fixed base of the Non-U.S. Holder (in which case, provided the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued but untaxed interest at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A Non-U.S. Holder that does not qualify for exemption from withholding tax pursuant to clauses (i)–(iv) above generally will be subject to withholding of U.S. federal income tax on such interest or imputed interest at a 30 percent rate (or at a reduced rate or exemption from tax under an applicable income tax treaty). To claim such treaty exemption, the Non-U.S. Holder must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) claiming a reduction in or exemption from withholding tax under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established. For purposes of providing a properly executed IRS Form W-8BEN or W-BENE, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

The certifications described above must be provided to the applicable withholding agent prior to the payment of interest and must be updated periodically. Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

D. Information Reporting and Back-Up Withholding

Generally, information reporting requirements will apply to all payments or distributions under the Plan, unless you are an exempt recipient. Additionally, a Holder may be subject to backup withholding at applicable rates, unless the Holder (1) is a person exempt from backup withholding and, when required, demonstrates this or (2) timely provides a correct taxpayer identification number ("TIN") (generally in the form of a properly executed IRS Form W-9 (or a suitable substitute form) for a U.S. Holder, or applicable IRS Form W-8 (or a suitable substitute form) for a Non-U.S. Holder (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption) and timely provides the other information, makes the representations required by such

form and complies with the other requirements of the backup withholding rules. A Holder that does not timely provide a correct TIN also may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your U.S. federal income tax liability provided the required information is properly furnished to the IRS.

E. FATCA

Under Sections 1471 to 1474 of the Tax Code (commonly referred to as the Foreign Account Tax Compliance Act ("FATCA")), unless otherwise subject to an exception, foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to 30% withholding on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S. source payments of fixed or determinable, annual or periodical income (including interest), and, subject to the paragraph immediately below, also include gross proceeds from the sale of any property of a type which can produce U.S.-source interest or dividends. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding tax.

Withholding with respect to the gross proceeds of a disposition of any stock, debt instrument, or other property that can produce U.S.-source dividends or interest has been eliminated under proposed Treasury Regulations, which can be relied on until final regulations become effective.

Each Non-U.S. Holder should consult its own tax advisor regarding the possible impact of these rules, including the availability of an exemption on such Non-U.S. Holder's ownership of the consideration being received under the Plan.

F. Importance of Obtaining Professional Tax Assistance

The foregoing is intended to be only a summary of certain U.S. federal income tax consequences of the Plan and is not a substitute for careful tax planning with a tax professional. The U.S. federal, state, local, and foreign income and other tax consequences of the Plan are complex and in some cases uncertain. Such consequences may also vary based on the individual circumstances of each Holder of an Allowed Claim or Allowed Interest. Accordingly, each Holder of an Allowed Claim or Allowed Interest is strongly urged to consult with his, her, or its own tax advisor regarding the U.S. federal, state, local, and foreign income and other tax consequences of the Plan.

ARTICLE XVIII.
ADDITIONAL INFORMATION

Any statements in this Disclosure Statement concerning the provisions of any document are not necessarily complete, and in each instance reference is made to such document for the full text thereof. Certain documents described or referred to in this Disclosure Statement have not been attached as exhibits because of the impracticability of furnishing copies of these documents to all recipients of this Disclosure Statement. The Debtors will file all exhibits to the Plan with

the Bankruptcy Court and make them available for review by no later than (7) seven days before the deadline to object to Confirmation.

ARTICLE XIX.
RECOMMENDATION AND CONCLUSION

For all of the reasons set forth in this Disclosure Statement, the Debtors believe that the Confirmation and consummation of the Plan is preferable to all other alternatives. Consequently, the Debtors urge all Holders of Claims or Interests in Classes 3, 4, 5, 7, and 8, the only Classes entitled to vote on the Plan, to vote to accept the Plan and to evidence their acceptance by duly completing and returning their Ballots so that they will be received on or before the Voting Deadline.

[*Remainder of page intentionally left blank*]

Dated: June 15, 2026

Respectfully submitted,

/s/ *Eric Kaup*

By: Eric Kaup
Chief Restructuring Officer
Harvest Sherwood Food Distributors, Inc., and its direct and indirect subsidiaries

Exhibit A

Third Amended Joint Chapter 11 Plan of Harvest
Sherwood Food Distributors, Inc. and Its Debtor Affiliates

[See Docket No. 948]

Exhibit B

Liquidation Analysis

LIQUIDATION ANALYSIS FOR
HARVEST SHERWOOD FOOD DISTRIBUTORS, INC., et al.,[1]

Under the "best interests of creditors" test set forth by section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a chapter 11 plan unless each holder of an allowed claim or interest in an impaired class either: (a) accepts the plan; or (b) will receive or retain property on account of such claim or interest of a value, as of the effective date of the plan (the "Effective Date"), that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

Accordingly, to demonstrate that the Plan as described in the Disclosure Statement satisfies the "best interests of creditors" test, the Debtors, with the assistance of their advisors, have prepared the following hypothetical liquidation analysis presenting recoveries available to Holders of Allowed Claims and Allowed Interests assuming a hypothetical chapter 7 liquidation of the Debtors (the "Liquidation Analysis"). The Liquidation Analysis is based upon certain assumptions detailed in the Disclosure Statement and in the Global Notes and Assumptions set forth below.

This Liquidation Analysis sets forth an estimated range of recovery values for each Class of Claims and Interests that may be realizable upon the disposition of assets pursuant to a hypothetical chapter 7 liquidation of the Debtors' Estates. Based on the assumptions set forth herein, the net liquidation proceeds derived from a hypothetical chapter 7 liquidation would provide for lower recoveries relative to the recoveries under the Debtors' Plan. Accordingly, as illustrated by this Liquidation Analysis, the Debtors believe that Holders of Allowed Claims and Allowed Interests would receive greater value under the Plan than the amounts such Holders would receive if the Debtors were forced to liquidate under chapter 7, and that, as a result, the Plan satisfies the "best interests" test of section 1129(a)(7) of the Bankruptcy Code.

Statement of Limitations

THE ILLUSTRATIVE LIQUIDATION ANALYSIS PRESENTED HEREIN HAS BEEN PREPARED SOLELY FOR THE PURPOSES DESCRIBED ABOVE AND MAY NOT BE USED FOR ANY OTHER PURPOSE. THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS WAS NOT COMPILED OR EXAMINED BY INDEPENDENT ACCOUNTANTS IN ACCORDANCE WITH STANDARDS PROMULGATED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS.

The determination of the costs of and proceeds from the hypothetical liquidation of the Debtors' assets in chapter 7 cases or, alternatively, the Plan involves the extensive use of estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from their advisors, are inherently subject to significant economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management, and their advisors. Some assumptions in the Liquidation Analysis may not materialize in an actual

[1] Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the *Joint Chapter 11 Plan of Harvest Sherwood Food Distributors and Its Debtor Affiliates* (the "Plan"), filed contemporaneously herewith.

chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation or pursuant to the Plan.

The Liquidation Analysis includes estimates for Claims and Interests as part of the Debtors' Chapter 11 Cases that could be asserted and allowed in a chapter 7 liquidation, including unpaid chapter 11 Administrative Claims, and chapter 7 administrative claims such as wind-down costs and fees owed to the chapter 7 trustee (the "Trustee"). To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims and/or Interests used for purposes of preparing the Liquidation Analysis. Therefore, the Debtors' estimate of Allowed Claims and Interests set forth in the Liquidation Analysis should not be relied on for any other purpose, including the value of any distribution to be made on account of Allowed Claims and Interests under the Plan. **THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE DEBTORS' CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.**

NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY.

THE LIQUIDATION ANALYSIS IS A HYPOTHETICAL EXERCISE THAT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF PRESENTING A REASONABLE GOOD FAITH ESTIMATE OF THE NET PROCEEDS THAT WOULD BE REALIZED IF THE DEBTORS WERE LIQUIDATED IN ACCORDANCE WITH CHAPTER 7 OF THE BANKRUPTCY CODE AS OF THE CONVERSION DATE (DEFINED BELOW). THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF THE DEBTORS' ASSETS AS A GOING CONCERN, AND THERE MAY BE A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE VALUES THAT MAY BE REALIZED OR CLAIMS GENERATED IN AN ACTUAL LIQUIDATION OR WIND-DOWN.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM OR INTEREST BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH HEREIN. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSES SET FORTH HEREIN.

Key Assumptions Underlying the Hypothetical Liquidation

The following general assumptions were considered by the Debtors and their advisors as assumptions that would be applicable in any hypothetical chapter 7 liquidation.

Based on the foregoing, and the Global Notes and Assumptions below, the Debtors believe the following Liquidation Analysis reflects a probable result of a chapter 7 liquidation as compared to a wind-down of the Debtors' estates pursuant to the Plan.

Administrative Procedures and Conversion of Cases

The Liquidation Analysis assumes that each of the Debtors' Chapter 11 Cases is converted on or around August 14, 2026 (the "Conversion Date"), to a case under chapter 7 and consolidated during the chapter 7 cases for procedural purposes only. In the event that the Debtors were to be liquidated in separately administered chapter 7 cases, the administrative costs to the Debtors in each of the cases, including professional fees, Trustee fees, and operational costs likely would be higher than if the cases were consolidated.

Professionals Involved in the Chapter 7 Cases

As part of the chapter 7 cases, the Debtors assume that the Trustee would choose to retain certain professionals, including counsel, advisors, and investment bankers, among others, to provide expertise and assistance in the liquidation of any remaining assets of the Debtors.

Timing Considerations of Chapter 7 Cases

The Liquidation Analysis assumes that many of the Debtors' principal remaining assets may require more than 12 months from the Conversion Date to be adequately monetized and/or liquidated for the benefit of the Debtors' stakeholders. However, the conversion of the Chapter 11 Cases to chapter 7 would result in an Event of Default, as defined in the DIP Order (defined below), under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on or credit bid for the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order). Moreover, the availability of an alternative funding source to repay the DIP Claims is highly uncertain given that the Debtors will have already conducted an exhaustive marketing process to search for an alternative provider of capital as part of the Chapter 11 Cases. Accordingly, it is assumed that the timeline for liquidating the Debtors' remaining assets in chapter 7 would be significantly truncated based on the timing of the foreclosure sale.

Trustee Fees for Chapter 7 Administration

Under section 326(a) of the Bankruptcy Code, for a case under chapter 7, the Court may allow reasonable compensation for the Trustee's services not to exceed three percent (3%) of the moneys disbursed or turned over in the case by the Trustee to parties in interest, excluding the Debtors, but including Holders of Secured Claims. The Debtors assume in the Liquidation Analysis that such fees would equal three percent (3%) of gross liquidation proceeds distributed by the Debtors' estates.

Additional Claims

The cessation of the Debtors' ongoing obligations incurred in the Chapter 11 Cases as a result of a conversion to a chapter 7 liquidation is likely to trigger certain Claims that otherwise

would not exist under the Plan. Examples of these kinds of Claims include tax liabilities triggered upon the transfer of assets, Claims related to contracts enforced in the Chapter 11 Cases, and certain litigation Claims. While some of these Claims could be significant and may be entitled to priority in payment over General Unsecured Claims and Existing Equity Interests, no adjustment has been made for these potential Claims unless specified in the assumptions and notes to the Liquidation Analysis and Chapter 11 Plan Analysis.

Capital Providers' Appeal

For purposes of this Liquidation Analysis, the Debtors have assumed that the Capital Providers do not prevail on their pending appeal and that the Capital Providers' asserted Claims are treated in accordance with the Debtors' objection to such Claims and the Committee's joinder to such objection. *See* Docket Nos. 689 and 690. To the extent the Capital Providers are successful in their pending appeal, they could receive the same or more under the Plan, and any potential recoveries available to Holders of General Unsecured Claims and Existing Equity Interests would be adversely impacted.

Basis of Presentation

The Liquidation Analysis is based on the internal, unaudited financial statements of the Debtors as of April 21, 2025, which have been updated for the Debtors' activity through the assumed effective date of August 14, 2026 (unless otherwise indicated). The actual assets available to the Debtors' Estates and claims arising in the event of an actual liquidation or wind-down may differ from the assets assumed to be available pursuant to the Liquidation Analysis.

Distribution of Liquidation Proceeds.

Chapter 7 and Chapter 11 Administrative Claims, Professional Fee Claims, Priority Tax Claims, U.S. Trustee Fees, and other claims that may arise in a chapter 7 liquidation scenario would be paid from the liquidation / wind-down proceeds before the balance of any proceeds made available for distributions on account of other Allowed Claims or Allowed Interests. Under the absolute priority rule, no junior creditor at a given entity would receive any distribution until all senior creditors are paid in full at such entity, and no equity holder at such entity would receive any distribution until all creditors at such entity are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule. Administrative Claims include section 503(b)(9) Claims, accrued outstanding postpetition expenses, and unpaid and accrued Chapter 11 professional fees incurred in the Chapter 11 Cases through August 14, 2026 (as per their respective retention orders).

Liquidation Analysis

Upon the Conversion Date, a liquidation would be conducted pursuant to chapter 7 of the Bankruptcy Code, with a Trustee appointed to manage the Estates, which would include any assets not otherwise sold prior to the Conversion Date, and to distribute funds received from the liquidation process. The Trustee would be responsible for liquidating the Debtors' remaining assets in a manner intended to maximize the recovery to creditors. The conversion of the Chapter

11 Cases to chapter 7 would result in an Event of Default (as defined in the DIP Order) under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on or credit bid for the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order). Asset sale proceeds resulting from the liquidation process would be reduced by the expenses of the liquidation process prior to the distribution of such proceeds to any Holders of Allowed Claims or Allowed Interests. The three main components of the liquidation process would be as follows:

- the generation of Cash proceeds from remaining accounts receivable and litigation claims held by the Estates; provided that, because the conversion of the Chapter 11 Cases to chapter 7 would result in an Event of Default (as defined in the DIP Order) under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on or credit bid for the DIP Collateral, it is assumed that Cash proceeds would be minimal and would be limited to any proceeds from the foreclosure sale, where the availability of an alternative funding source to repay the DIP Claims (including at a foreclosure sale) is highly uncertain given that the Debtors will have already conducted an exhaustive marketing process to search for an alternative provider of capital as part of the Chapter 11 Cases;

- the administration and management of costs and post-conversion operational cash flow related to the liquidation process, such as personnel retention costs, claims reconciliation costs, Estate wind-down costs, and Trustee and professional fees; and

- the distribution of net proceeds generated from accounts receivable and litigation claims held by the Estates to Holders of Claims and Interests in accordance with the priority scheme under chapter 7 of the Bankruptcy Code, which priority scheme would prioritize recoveries to, among other things, the DIP Claims, Administrative Claims, Professional Fee Claims, Priority Tax Claims, and U.S. Trustee Fees before any amounts are available to General Unsecured Claims.

Process Assumptions

The Liquidation Analysis has been prepared assuming that the Debtors converted their cases from chapter 11 to chapter 7 on or about the Conversion Date. On the Conversion Date, it is assumed that a Trustee would be appointed to oversee the liquidation of the Debtors' Estates in chapter 7. As noted above, it is assumed that, because the conversion of the Chapter 11 Cases to chapter 7 would result in an Event of Default (as defined in the DIP Order) under the DIP Loan Documents, a Trustee would have to contend with the DIP Lenders' rights to foreclose on and credit bid for the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets,[2] the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order). It is also assumed that the availability of an alternative funding source

[2] For purposes of this Liquidation Analysis, any anticipated recoveries on account of the Antitrust Litigation Assets do not account for any treble damages available under applicable law.

to repay the DIP Claims (including at a foreclosure sale) is highly uncertain given that the Debtors will have already conducted an exhaustive marketing process to search for an alternative provider of capital as part of the Chapter 11 Cases. As such, this Liquidation Analysis assumes that the Debtors neither confirmed the Plan nor identified an alternative funding source to repay the DIP Claims.

Consummation of the Plan Will Provide Greater Value Than Under a Hypothetical Liquidation Through Chapter 7 of the Bankruptcy Code

Based on the assumptions set forth herein, the distributions to Holders of Claims and Interests under the Liquidation Analysis provide for lower recoveries relative to the recoveries under the Plan. Specifically, Holders of General Unsecured Claims and Holders of Existing Equity Interests are unlikely to receive any recoveries in a chapter 7 liquidation. The conversion of the Chapter 11 Cases to chapter 7 would result in an Event of Default (as defined in the DIP Order) under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies, including to foreclose on or credit bid for the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order). It is assumed that Cash proceeds would be minimal and would be limited to any proceeds from the foreclosure sale, where the availability of an alternative funding source to repay the DIP Claims (including at a foreclosure sale) is highly uncertain given that the Debtors will have already conducted an exhaustive marketing process to search for an alternative provider of capital as part of the Chapter 11 Cases. Among other things, if the DIP Lenders foreclose on or credit bid for the DIP Collateral, a Trustee would have no further ability to prosecute the Estates' litigation claims for the benefit of unsecured creditors. Furthermore, recoveries available for Holders of General Unsecured Claims and Holders of Existing Equity Interests would be depleted by the recoveries due to all senior claims, including Administrative Claims that would have to be paid in chapter 7. As such, the Debtors believe that consummation of the Plan will provide greater value to such Holders than would a liquidation under chapter 7 of the Bankruptcy Code.

Chapter 7 Liquidation Analysis

The below exhibit provides a summary of the recoveries for various Classes of Claims and Interests under the Liquidation Analysis.

Ch 7 Claims Recovery Summary ($000's)			Low	High	Low	High
Class	**Designation**	**Notes**	**Est. Claims ($)**	**Est. Claims ($)**	**Est. Recovery %**	**Est. Recovery %**
N/A	Administrative Claims[1]	*11*	12,717	23,717	*0%*	*100.0%*
N/A	Priority Tax Claims	*12*	294	294	*0%*	*100.0%*
N/A	Statutory Fees[2]	*13*	0	31,122	*0%*	*100.0%*
N/A	DIP Claims	*14*	109,813	109,813	*0%*	*100.0%*
1	Other Secured Claims	*15*	8,029	8,029	*0%*	*100.0%*
2	Other Priority Claims	*16*	803	803	*0%*	*100.0%*
3	General Unsecured Claims	*17*	280,775	280,775	*0%*	*0%*
4	Non-Recourse Claims	*18*	0	0	*0%*	*0%*
5	Intercompany Claims	*19*	0	0	*0%*	*0%*
6	Convenience Class Claims	*20*	N/A	N/A	*N/A*	*N/A*
7	Subordinated Claims	*21*	35,000	35,000	*0%*	*0%*
8	Existing Equity Interests	*22*	0	N/A	*0%*	*N/A*
9	Intercompany Interests	*23*	0	0	*0%*	*0%*
Total Estimated Claims			**$447,430**	**$489,552**		

Footnotes:

[1] Total Administrative Claims in the High scenario is calculated using the maximum fees payable to certain Debtor professionals under their applicable retention orders. See Docket Nos. 520 and 521.

[2] Statutory fees represent Ch. 7 trustee fees calculated as 3% of all assets distributed.

Chapter 7 liquidation analysis

$ in 000s

	Notes	Est. 8/14/2026 Net Book Value	Recovery Estimate % Low	Recovery Estimate % High	Recovery Estimate $ Low	Recovery Estimate $ High
Gross Liquidation Proceeds:						
Cash	1	0	0.0%	0.0%	0	0
Accounts receivable	2	33,637	0.2%	0.5%	55	165
Intercompany receivables	3	0	0.0%	0.0%	0	0
Other receivables	4	0	0.0%	0.0%	0	0
Prepaids and Deposits	5	0	0.0%	0.0%	0	0
Inventory	6	0	0.0%	0.0%	0	0
Other current assets	7	0	0.0%	0.0%	0	0
PP&E and Intangible Assets, net	8	0	0.0%	0.0%	0	0
Other non-current assets	9	1,037,240	0.0%	100.0%	0	1,037,240
Total Assets		**$1,070,877**	**0.0%**	**96.9%**	**$55**	**$1,037,405**
LESS: LIQUIDATION ADJUSTMENTS						
Ch. 7 Estate Wind-Down Costs	10				(3,297)	(3,297)
Total Liquidation Adjustments					**($3,297)**	**($3,297)**
LESS: UNCLASSIFIED CLAIMS						
Administrative Claims	11	N/A	0.0%	100.0%	0	23,717
Priority Tax Claims	12	294	0.0%	100.0%	0	294
Statutory Fees	13	N/A	0.0%	100.0%	0	31,122
DIP Claims	14	109,813	0.0%	100.0%	0	109,813
Total Unclassified Claims					0	**$164,946**
Net Liquidation Proceeds Available for Distribution to Creditors					**0**	**$869,161**

		Est. 8/14/2026 Net Book Value	Recovery Estimate % Low	Recovery Estimate % High	Recovery Estimate $ Low	Recovery Estimate $ High
LESS: OTHER SECURED CLAIMS						
Class 1 - Secured Claims (first lien)	15	8,029	0.0%	100.0%	0	8,029
Remaining Amount Available for Distribution					0	$861,133
LESS: OTHER PRIORITY CLAIMS						
Class 2 - Other Priority Claims	16	803	0.0%	100.0%	0	803
Remaining Amount Available for Distribution					0	$860,330
LESS: GENERAL UNSECURED CLAIMS						
Class 3 - Unsecured Claims	17	280,775	0.0%	0.0%	0	0
Remaining Amount Available for Distribution					0	0
LESS: NON-RECOURSE CLAIMS						
Class 4 - Non-Recourse Claims	18	0	0.0%	0.0%	0	0
Remaining Amount Available for Distribution					0	0
LESS: INTERCOMPANY CLAIMS						
Class 5 - Intercompany Claims	19	0	0.0%	0.0%	0	0
Remaining Amount Available for Distribution					0	0
LESS: CONVENIENCE CLASS CLAIMS						
Class 6 - Convenience Class Claims	20	N/A	N/A	N/A	N/A	N/A
Remaining Amount Available for Distribution					0	0
LESS: SUBORDINATED CLAIMS						
Class 7 - Subordinated Claims	20	35,000	0.0%	0.0%	0	0
Remaining Amount Available for Distribution					0	0
LESS: EXISTING EQUITY INTERESTS						
Class 8 - Existing Equity Interests	21	N/A	0.0%	0.0%	0	0
Remaining Amount Available for Distribution					0	0
LESS: INTERCOMPANY INTERESTS						
Class 8 - Intercompany Interests	22	0	0.0%	0.0%	0	0
Remaining Amount Available for Distribution					0	0

Footnotes to Wind-Down Analysis

1. Cash

Pursuant to the DIP Order, all cash balances are swept daily and applied against the DIP loan and as such, book cash balance at the end of each day is $0. Accordingly, cash and cash equivalents carry no liquidation value under the Liquidation Analysis.

2. Accounts Receivable (AR)

The accounts receivable line item consists of static AR and sold inventory. As part of the Debtors' prepetition winddown process, the Debtors engaged a third party to collect accounts receivable. On August 14, 2026, the accounts receivable balance is expected to be approximately $34.8 million, which consists primarily of AR that the Debtors deem uncollectable. As of March 31, 2026, approximately 79% of accounts receivable (existing as of the Petition Date) have been collected. As such, the Debtors do not anticipate a meaningful recovery on remaining accounts receivable balances. Notwithstanding the foregoing, the Debtors anticipate that recoveries on account of outstanding accounts receivable will be greater under the Plan than the chapter 7 Liquidation scenario given the need to transition collection efforts to the chapter 7 trustee and its selected advisors. Proceeds from accounts receivable in the chapter 7 liquidation scenario are expected to range from 0.2% to 0.5% of their unaudited net book value.

Approximately $40.4 million of accounts receivable associated with Sprouts Farmers Market is excluded from the total accounts receivable balance and included within other non-current assets because it is subject to litigation as described in the Disclosure Statement. While the Debtors may obtain a favorable ruling in the Sprouts Adversary Proceeding prior to the Conversion Date, any appeal by Sprouts could adversely affect the timing and amount of recoveries on such accounts receivable. In a chapter 7 scenario, any such recoveries could be materially diminished as a result of the transition of the matter to a chapter 7 trustee. In addition, in a chapter 7 scenario, any such recoveries would be subject to the DIP Lenders' rights to foreclose on or credit bid for such assets, which constitute DIP Collateral.

3. Intercompany Receivables

As a result of the Debtors' winddown process prior to the Petition Date, intercompany receivables balances were determined to have no value as of August 14, 2026. Accordingly, intercompany receivables carry no liquidation value under the chapter 7 scenario.

4. Other Receivables

While the Debtors carried out ordinary course business operations, other receivables included, but were not limited to, rebate receivables, employee advances, and other similar payment receivables. As a result of the Debtors' winddown process prior to the Petition Date, these balances were determined to have no value as of August 14, 2026. Accordingly, all other receivables carry no liquidation value under the chapter 7 scenario.

5. Prepaid Amount and Deposits

While the Debtors carried out ordinary course business operations, the Debtors prepaid certain insurance premiums and various utility or lease deposits. There is no expected recovery value for any prepaid amounts and deposits in a chapter 7 scenario.

6. Inventory

As a result of the Debtors' winddown process prior to the Petition Date, the Debtors sold all or substantially all of their remaining inventory. Accordingly, there is no inventory and therefore inventory has no liquidation value under the chapter 7 scenario.

7. Other Current Assets

While the Debtors carried out ordinary course business operations, other current assets consisted of investments in subsidiaries. These investments carry no value. Given that these subsidiaries have ceased operations, the investments cannot be converted into cash proceeds. Accordingly, there is no liquidation value of other current assets under the chapter 7 scenario.

8. PP&E and Intangible Assets, Net

While the Debtors carried out ordinary course business operations, PP&E and intangible assets, net consisted of equipment, goodwill, trademarks, and other similar assets. To date, all fixed assets and intangible assets have either been sold, abandoned, or cannot be converted into cash proceeds. Accordingly, there is no liquidation value of PP&E and intangible assets under the chapter 7 scenario.

9. Other Non-Current Assets

The Debtors are currently party to various ongoing litigation matters involving certain of their historical vendors and customers. While the Debtors believe that certain of these claims have merit, the ultimate outcome of litigation is inherently uncertain. The timing, cost, procedural posture, evidentiary record, and potential appellate risk associated with each matter introduce uncertainty. In addition, any recovery—if achieved—would depend on a range of contingencies, including liability determinations, damage calculations, collectability, counterclaims, offsets, settlement dynamics, and the availability and cost of continued prosecution.

For these reasons, the Debtors have not ascribed any specific value to pending litigation matters in this Liquidation Analysis. Any attempt to project recoveries would require assumptions regarding liability, quantum, duration, litigation expense, and enforcement risk that are necessarily speculative. Accordingly, the Liquidation Analysis shows outcomes assuming both no recovery and full single damages recovery from ongoing litigation proceedings.

The Liquidation Analysis contemplates only ongoing litigation and does not include other potential claims for damages for which the Debtors have not yet initiated litigation. In a chapter 7 liquidation, the Debtors' litigation claims could be subject to a number of structural constraints inherent in the chapter 7 framework that could be expected to materially reduce or eliminate the value ultimately realized by creditors as compared to the proposed Plan. Among other things,

(i) the chapter 7 framework does not contemplate the type of long-term, coordinated litigation prosecution strategy that is necessary to maximize value in complex antitrust and commercial tort matters, and the resource and administrative constraints of a chapter 7 estate would limit the ability to support the ancillary costs of sustained, multi-year litigation through trial and any applicable appeals, even where lead counsel is retained on a contingency basis; (ii) the structural incentives of a chapter 7 administration could favor more expeditious resolution of litigation claims at values that may not reflect the full potential of the underlying claims; (iii) the estates could incur additional layers of administrative fees and expenses in a chapter 7—including statutory trustee compensation under section 326 of the Bankruptcy Code and the costs associated with new professionals familiarizing themselves with the complex factual and procedural history of the claims—that would further erode net recoveries; (iv) the DIP Lenders hold security interests in the Debtors' commercial tort claims and other litigation assets as DIP Collateral, and in a chapter 7, the DIP Lenders could seek to foreclose on or credit bid for such collateral, potentially extinguishing the Estates' ability to prosecute the claims for the benefit of unsecured creditors; (v) the chapter 7 process may not provide a path for initiating new litigation or pursuing claims not already pending as of the Petition Date, thereby forgoing potential recoveries from causes of action held by the Debtors but not yet filed; (vi) a chapter 7 estate could lack the dedicated governance infrastructure that is designed to provide continuity, strategic oversight, and institutional knowledge necessary to coordinate with contingency counsel and manage the prosecution of the litigation claims over an extended time period; and (vii) the uncertainty inherent in a chapter 7 administration, combined with the foregoing structural limitations, could diminish the ability of the Estates to attract or maintain favorable arrangements with litigation counsel, co-plaintiffs, and other third parties whose cooperation is important to the successful prosecution of the claims. For all of these reasons, the Debtors believe that the chapter 7 scenario would result in materially lower recoveries on the litigation claims than the Plan.

10. Estate Wind-Down Costs

Expenses related to winding down operations of the Debtors in the chapter 7 scenario are estimated at $3.3M. The budget includes (i) non-headcount costs required to maintain systems and tools necessary to complete the wind-down, including those used for accounting, payments, document and data retention, and other similar tasks, (ii) payment of taxes and associated professional service fees associated with the filings for 2025, estimated 2026, and estimated 2027 federal, state, and local tax returns, and (iii) fees associated with the independent contractors (former employees) retained to assist in the wind-down. For purposes of this analysis, the budget is assumed to be largely the same under the Chapter 11 scenario and the chapter 7 scenario for all wind-down costs except for the inclusion of professional fees associated with litigation appeals, which are included only in the Chapter 11 scenario and are excluded in the chapter 7 scenario as it is assumed the Trustee will retain counsel to pursue any such appeals.

11. Administrative Claims

Administrative Claims include estimated Administrative Claims as of the Effective Date based on Filed Claims, fees earned and expenses incurred in connection with the *Order Pursuant to 11 U.S.C. §§ 105(a), 363(b), 503, and 507 and Fed. R. Bankr. P. 6004 (I) Authorizing the Debtors to Enter Into the Exit Capital Commitment Agreement, (II) Approving Performance of all Obligations Thereunder, and (III) Granting Related Relief* [Docket No. 884], Professional Fee Claims incurred

since the Petition Date and estimated through the Effective Date (to the extent not previously paid), and any additional professional incentive and discounted rate catch-up fees as set forth in each Professional's respective retention order. Unlike in a Chapter 11 scenario, where Administrative Claims will be funded by an exit financing facility, satisfaction of Administrative Claims in a chapter 7 scenario will be dependent on, among other things, the success of the Debtors' litigation claims and the DIP Lenders' rights to foreclose on or credit bid for the DIP Collateral, including such litigation claims. Accordingly, given the inherently speculative nature and outcome of litigation claims, projected recoveries on account of Administrative Claims are assumed to be 0–100% in the chapter 7 scenario.

12. Priority Tax Claims

Priority Tax Claims primarily represent pre-petition tax liabilities due to federal, state, and local taxing authorities. These claims generally include income, payroll, property, and other tax obligations accrued prior to the petition date. Unlike in a Chapter 11 scenario, where Priority Tax Claims will be funded by an exit financing facility, satisfaction of Priority Tax Claims in a chapter 7 scenario will be dependent on the success of the Debtors' litigation claims and the DIP Lenders' rights to foreclose on or credit bid for the DIP Collateral, including such litigation claims. Accordingly, given the inherently speculative nature and outcome of litigation claims, projected recoveries on account of Priority Tax Claims are assumed to be 0–100% in the chapter 7 scenario.

13. Statutory Fees

Statutory Fees represent the fee paid to the chapter 7 Trustee that will be appointed to wind-down the estates in the chapter 7 scenario. Duties include, without limitation, monetizing assets, reconciling claims, and winding down legal entities. For purposes of preparing the Liquidation Analysis, chapter 7 Trustee fees are assumed to be three percent (3%) of assets distributed, including any distributions derived from litigation proceeds. Actual chapter 7 Trustee fees could be materially higher depending on the litigation recoveries received and distributed through the liquidation. Further, chapter 7 Trustee fees are not subject to a monetary cap, whereas Statutory Fees in a Chapter 11 scenario would be comprised of US Trustee fees which are capped at $250,000.00 per quarter regardless of the total monetary value of distributions made during such quarter. Unlike in a Chapter 11 scenario, Statutory Fees will not be funded by an exit financing facility. Satisfaction of Statutory Fees will be dependent on the amount of assets monetized and distributed by the estate.

14. DIP Claims

Pursuant to the *Final Order (I) Authorizing The Debtors To (A) Obtain Postpetition Financing And (B) Use Cash Collateral; (II) Granting Liens And Superpriority Claims; And (III) Granting Related Relief* [Docket No. 339] (the "Initial Final DIP Order"), the Bankruptcy Court approved a postpetition financing facility in the aggregate principal amount of $105 million. The Debtors have filed the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Obtain Replacement Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Senior Secured Liens and Provide Claims with Superpriority Administrative Expense Status; (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 865] seeking entry of an order authorizing a replacement postpetition financing facility in the aggregate

principal amount of $150 million (the "DIP Order"). For purposes of this Liquidation Analysis, the Debtors assume entry of the DIP Order. Accordingly, as of August 14, 2026, the DIP Loans are expected to have an outstanding principal balance of approximately $[109.8M] million. The estimated DIP balance is based on the Debtors' most recent DIP forecast and is illustrative; the amount is subject to change. The conversion of the Chapter 11 Cases to chapter 7 would result in an Event of Default (as defined in the DIP Order) under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on or credit bid for the DIP Collateral, which comprises substantially all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order). Because proceeds derived from the Debtors' litigation proceedings are expected to form the primary basis of recovery for Allowed DIP Claims, projected recoveries on account of these claims are estimated to range between 0–100% in the chapter 7 scenario.

15. Class 1 - Other Secured Claims

Other Secured Claims primarily represent Claims against the Debtors which are secured by the valid, perfected, and enforceable Liens against the Debtors' assets. Such Claims are generally limited to the estimated value of the collateral securing such obligations. Because proceeds derived from the Debtors' litigation proceedings form the basis of recovery for this Class, projected recoveries on account of these claims are estimated to range between 0–100% in the chapter 7 scenario.

16. Class 2 – Other Priority Claims

Other Priority Claims primarily represent employee-related obligations such as unpaid wages, vacation pay, other compensation, and related benefits earned prior to the petition date. Because proceeds derived from the Debtors' litigation proceedings form the basis of recovery for this Class, projected recoveries on account of these claims are estimated to range between 0–100% in the chapter 7 scenario.

17. Class 3 – General Unsecured Claims

General Unsecured Claims represent any Claim against any of the Debtors that is not (i) an Administrative Claim (including a Professional Fee Claim or a Claim related to U.S. Trustee Fees); (ii) a Priority Tax Claim; (iii) an Other Secured Claim; (iv) an Other Priority Claim; (v) a Subordinated Claim; (vi) an Intercompany Claim; (vii) a DIP Claim; or (viii) a Non-Recourse Claim. The Debtors estimate the total amount of all Allowed General Unsecured Claims to be approximately $280.7 million (the "GUC Claim Pool").[3] The GUC Claim Pool includes primarily trade payables, service contracts, among other things. Based on the assumptions herein, Holders of General Unsecured Claims are unlikely to receive any recoveries in a chapter 7 liquidation. The conversion of the Chapter 11 Cases to chapter 7 would result in an Event of Default (as defined in the DIP Order) under the DIP Loan Documents that, pursuant to the terms of the DIP Loan Documents, would entitle the DIP Agent to exercise remedies (subject to the terms of the DIP Order), including to foreclose on or credit bid for the DIP Collateral, which comprises substantially

[3] The GUC Claim Pool does not reflect any Claims filed after the applicable Bar Date.

all of the Debtors' assets, including the Antitrust Litigation Assets, the Sprouts Litigation Assets and the Avoidance Proceeds (as defined in the DIP Order). It is assumed that Cash proceeds would be minimal and would be limited to any proceeds from the foreclosure sale, where, as set forth herein, the availability of an alternative funding source to repay the DIP Claims (including at a foreclosure sale) is highly uncertain given that the Debtors will have already conducted an exhaustive marketing process to search for an alternative provider of capital as part of the Chapter 11 Cases. Furthermore, recoveries available for Holders of General Unsecured Claims would be depleted by the recoveries due to all senior claims, including Administrative Claims that would have to be paid in chapter 7.

18. Class 4 – Non-Recourse Claims

Non-Recourse Claims represent any unsecured Claim (other than Claims of the Capital Providers) arising under, or related to, a prepetition agreement, instrument, or transaction that by its express terms is non-recourse to the Debtors and payable or enforceable only from a specified source of payment or fund, such that the Holders of such Claims have no recourse to the general assets of the Debtors or the Estates for payment of such Claims, to the extent the Bankruptcy Court determines that such prepetition agreement, instrument, or transaction grants to such Holder an Allowed Claim. The Debtors do not anticipate that there will be any Allowed Non-Recourse Claims.

19. Class 5 – Intercompany Claims

Consists of Intercompany Claims between and among the Debtors. On a consolidated basis, the Intercompany Claims net to $0.

20. Class 6 – Convenience Class Claims

Under the Plan, Holders of General Unsecured Claims may either (i) be placed in the Convenience Class if such Holders' Claims are at or below the Convenience Class Threshold or (ii) voluntarily elect into the Convenience Class by reducing the asserted amount of their General Unsecured Claims to an amount that is equal to or below the Convenience Class Threshold in a Chapter 11 scenario. As such, no Convenience Class is anticipated in the chapter 7 scenario.

21. Class 6 – Subordinated Claims

Consists of Subordinated Claims against the Debtors. The estimated Subordinated Claims described herein relate to certain Claims objected to by the Debtors and the Committee. *See* Docket Nos. 689 and 690. Projected recoveries on account of these Claims are estimated to be 0%.

22. Class 7 – Existing Equity Interests

Consists of all Existing Equity Interests in the Parent. Projected recoveries on account of these Interests are estimated to be 0%.

23. Class 8 – Intercompany Interests

Consists of all Intercompany Interests in the Debtors. There are no known Claims in this Class.

EXHIBIT C

Corporate Organization Chart

Harvest Sherwood
Corporate Structure

Key

- Debtor
- Debtor Obligated Under Prepetition ABL Facility
- Non-Debtor

