IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
ALACHUA GOVERNMENT SERVICES, INC.,	)	Case No. 25-11289 (JKS)
Debtor.[1]	)	

DEBTOR'S AMENDED COMBINED DISCLOSURE STATEMENT
AND CHAPTER 11 PLAN OF LIQUIDATION

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Dated: July 16, 2026
Wilmington, Delaware

[1] The Debtor in this Chapter 11 Case, along with the last four digits of its federal tax identification number is: Alachua Government Services, Inc. (5370). The Debtor's mailing address is 6 Liberty Square #2563, Boston, MA 02109.

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NOTICE

THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THE COMBINED DISCLOSURE STATEMENT AND PLAN. THE COMBINED DISCLOSURE STATEMENT AND PLAN WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTOR'S KNOWLEDGE, INFORMATION, AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTOR OR HOLDERS OF CLAIMS OR EQUITY INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THE COMBINED DISCLOSURE STATEMENT AND PLAN SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN, EACH HOLDER OF A CLAIM THAT IS ENTITLED TO VOTE SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL HEREIN.

THE DEBTOR SUPPORTS CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN AND RECOMMENDS ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN VOTE TO ACCEPT THE COMBINED DISCLOSURE STATEMENT AND PLAN.

THE COMMITTEE HAS ALSO INDEPENDENTLY CONCLUDED THAT THE COMBINED DISCLOSURE STATEMENT AND PLAN IS IN THE BEST INTERESTS OF GENERAL UNSECURED CREDITORS AND URGES SUCH CREDITORS TO VOTE IN FAVOR OF THE COMBINED DISCLOSURE STATEMENT AND PLAN. A LETTER FROM THE COMMITTEE EXPRESSING ITS SUPPORT FOR THE COMBINED DISCLOSURE STATEMENT AND PLAN IS INCLUDED IN THE SOLICITATION PACKAGE.

I. INTRODUCTION

Alachua Government Services, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), with the support of the Committee, hereby proposes the *Debtor's Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (together with any exhibits, supplements, appendices, and schedules hereto, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with its terms through the Effective Date, the "**Combined Disclosure Statement and Plan**") pursuant to sections 1125 and 1129 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article II.A.

The Combined Disclosure Statement and Plan provides for the Distribution of the Debtor's Assets already liquidated or to be liquidated over time to the Holders of Allowed Claims in accordance with the terms of the Combined Disclosure Statement and Plan and the priority of claims provisions of the Bankruptcy Code. Except as otherwise provided by Order of the Bankruptcy Court, Distributions will occur on the Effective Date or as soon thereafter as is practicable, and at various intervals thereafter.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in Article XVI.B of the Combined Disclosure Statement and Plan, the Debtor expressly reserves the right to alter, amend, or modify the Combined Disclosure Statement and Plan, including the Plan Supplement, one or more times, before substantial consummation thereof.

II. DEFINITIONS AND CONSTRUCTION OF TERMS

A. Definitions

As used herein, the following terms have the respective meanings specified below, unless the context otherwise requires:[2]

1. "**ADM Facility**" means the Advanced Development Manufacturing Facility, which was built in Alachua, Florida.

2. "**Administrative Expense Bar Date**" means the Business Day that is 30 days after the Effective Date, or such other date as approved by Final Order of the Bankruptcy Court, and by which a request for payment of an Administrative Expense Claim (other than a Professional Fee Claim or any Statutory Fees) must be Filed; *provided* that in accordance with the Bar Date Order, Claims arising under section 503(b)(9) of the Bankruptcy Code were required to be filed by the General Bar Date.

3. "**Administrative Expense Claim**" means a Claim against the Debtor (other than DIP Claims) arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration of the Chapter 11 Case that is entitled to priority or superpriority under sections 503(b), 503(c), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a)

[2] Copies of all filings in the Chapter 11 Case (as defined herein) can be obtained and viewed free of charge at the following web address: https://dm.epiq.com/case/ags.

the actual and necessary costs and expenses of preserving the Estate and operating the business of the Debtor incurred on or after the Petition Date and through the Effective Date; (b) all fees and charges assessed against the Estate under chapter 123 of the Judicial Code; and (c) the Allowed Professional Fee Claims.

4. "**Affiliate**" has the meaning set forth in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term "Affiliate" shall apply to such Entity as if the Entity were a Debtor.

5. "**Alachua Site**" means the Debtor's facility in Alachua, Florida.

6. "**Alachua Site Assets**" means the Debtor's real and personal property assets at the Alachua Site.

7. "**Alachua Site Assets Bidding Procedures Order**" means the *Order (I)(A) Approving Bidding Procedures for the Sale of the Debtor's Real and Personal Property Assets in Alachua, Florida, (B) Authorizing the Debtor to Designate a Stalking Horse Bidder and to Provide Bidding Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtor's Real and Personal Property Assets in Alachua, Florida Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* [Docket No. 247] entered by the Bankruptcy Court on September 30, 2025.

8. "**Allowed**" means, with respect to Claims: (a) any Claim, proof of which was Filed (or for which Claim, under the Combined Disclosure Statement and Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court, a Proof of Claim is not or shall not be required to be Filed); (b) any Claim which has been or hereafter is listed by the Debtor in the Schedules as liquidated in amount and not disputed or contingent and for which no Proof of Claim has been Filed; (c) any Claim allowed pursuant to the Combined Disclosure Statement and Plan or a Final Order; or (d) any Claim that is allowed by an agreement or stipulation between the Holder of Such Claim or Interest and the Debtor prior to the Effective Date, or the Liquidation Trustee on or after the Effective Date; *provided* that any Claim described in clauses (a) and (b) shall be considered Allowed only if and to the extent that with respect to such Claim, no objection to the allowance thereof has been interposed within the applicable period fixed by the Combined Disclosure Statement and Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or such objection is interposed and the Claim is subsequently Allowed by a Final Order; *provided*, *further*, that Claims allowed solely for purposes of voting on the Combined Disclosure Statement and Plan pursuant to an Order of the Bankruptcy Court shall not be considered "Allowed" Claims hereunder. For the avoidance of doubt, any Claim that is hereafter scheduled by the Debtor as contingent, unliquidated, or Disputed, and for which no contrary or superseding Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtor and without further notice to any party or action, approval, or order of the Bankruptcy Court. Unless expressly waived by this Combined Disclosure Statement and Plan, the Allowed amount of Claims or Equity Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy

Code, to the extent applicable. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtor.

9. "**Amended Schedules Bar Date**" means the date that is 21 days after service of a notice to an applicable Creditor of an amendment to, or the addition of, its Claim reflected on the Schedules.

10. "**Assets**" means all of the Debtor's property, rights, and interests that are property of the Estate pursuant to section 541 of the Bankruptcy Code.

11. "**Assumption Dispute**" means a pending objection relating to assumption of an Executory Contract pursuant to section 365 of the Bankruptcy Code.

12. "**Assumption Schedule**" means the schedule of Executory Contracts to be assumed by the Debtor and assigned to the Liquidation Trust, if any, pursuant to the Combined Disclosure Statement and Plan, to be filed as part of the Plan Supplement.

13. "**Auctions**" means (i) the auction for the sale of the Debtor's Alachua Site Assets conducted in accordance with Alachua Site Assets Bidding Procedures Order and commenced on October 8, 2025, and (ii) the auction for the sale of the Debtor's Royalty Assets conducted in accordance with Royalty Assets Bidding Procedures Order and commenced on January 29, 2026.

14. "**Avoidance Actions**" means any and all actual or potential avoidance, recovery, or subordination actions, or other Claims and Causes of Action, or remedies that may be brought by or on behalf of the Debtor or its Estate or other authorized parties in interest under the Bankruptcy Code or applicable non bankruptcy law, including Claims, Causes of Action, or remedies under sections 544, 547, 548, 549, 550, 551, 552, or 553 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes or common law, including fraudulent transfer laws.

15. "**Ballot**" means the ballot on which each Holder of a Claim entitled to vote on the acceptance or rejection of the Combined Disclosure Statement and Plan casts such vote.

16. "**Bankruptcy Code**" means title 11 of the United States Code, as amended from time to time.

17. "**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware.

18. "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as amended from time to time.

19. "**Bar Date Notice"** means that certain Notice of Deadlines for the Filing of Proofs of Claim, Including Requests for Payment Pursuant to Section 503(B)(9) of the Bankruptcy Code [Docket No. 192] filed by the Debtor on September 19, 2025.

20. "**Bar Date Order**" means the Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, and (IV) Approving Form and Manner of Notice Thereof [Docket No. 190] entered by the Bankruptcy Court on September 10, 2025.

21. "**Bar Dates**" means those dates and times defined as the Bar Dates in Article III.B.9.c of the Combined Disclosure Statement and Plan.

22. "**Bedmar"** means Bedmar, LLC.

23. "**Blue Marlin**" means Blue Marlin Pharmaceuticals, LLC n/k/a ZZ Research LLC.

24. "**Bidding Procedures**" has the meaning ascribed to such term in the Alachua Site Assets Bidding Procedures Order and the Royalty Assets Bidding Procedures Order, as applicable.

25. "**Business Day**" means any day other than a Saturday, Sunday, or any "legal holiday" (as defined in Bankruptcy Rule 9006(a)), or other day on which commercial banks in the State of New York or the State of Delaware are closed for business as a result of a federal, state, or local holiday.

26. "**Cash**" means the legal tender of the United States of America or the equivalents thereof, including bank deposits and checks.

27. "**Cash Recovery Election**" means an election mechanism for any Holders of Severance Deficiency Claims and General Unsecured Claims (excluding Resilience General Unsecured Claims) to affirmatively opt into the releases provided for in the Combined Disclosure Statement and Plan by (i) affirmatively electing to "opt in" on a Ballot and (ii) not objecting to the releases contained in the Combined Disclosure Statement and Plan.

28. "**Cash Recovery Proceeds**" means the recovery provided for under the Combined Disclosure Statement and Plan for the portion of the Resilience Secured Claim that shall be contributed to Holders of Allowed General Unsecured Claims that make the Cash Recovery Election.

29. "**Cash Recovery Proceeds Reserve**" means a reserve established on the Effective Date and funded with Cash Recovery Proceeds in the amount of $3,354,677.36.

30. "**Causes of Action**" means, including without limitation, any actions, Avoidance Actions, Claims, cross claims, third-party claims, interests, damages, controversies, remedies, causes of action, debts, judgments, demands, rights, actions, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, direct or indirect, choate or inchoate, suspected or unsuspected, disputed or undisputed, whether arising before, on, or after the Petition Date, in contract, tort, law, or equity, under the Bankruptcy

Code or applicable non-bankruptcy law, or otherwise. Causes of Action also include: (a) any rights of setoff, counterclaim, or recoupment and any claims under contracts or for breaches of duties imposed by law or in equity; (b) any and all Claims based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state or federal law, or breach of any duty imposed by law or in equity, including negligence and gross negligence; (c) any and all rights to dispute, object to, compromise, or seek to recharacterize, reclassify, subordinate, or disallow Claims or Equity Interests; the right to object to or otherwise contest Claims or Equity Interests and any Claim objections; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) any claims or defenses, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any Avoidance Actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer law.

31. "**CDMO**" means a contract development and manufacturing company.

32. "**Chapter 11 Case**" means the chapter 11 case pending for the Debtor in the Bankruptcy Court under the case caption *In re: Alachua Government Services, Inc.*, Case No. 25-11289 (JKS).

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

34. "**Claims and Noticing Agent**" means Epiq, the claims, noticing, and solicitation agent retained by the Debtor in the Chapter 11 Case pursuant to the *Order (I) Approving the Retention of Epiq Corporate Restructuring, LLC as the Claims and Noticing Agent to the Debtor, Effective as of the Petition Date, and (II) Granting Related Relief* [Docket No. 33] entered by the Bankruptcy Court on July 11, 2025 and the *Order (I) Approving the Retention of Epiq Corporate Restructuring, LLC as Administrative Advisor to the Debtor, Effective as of the Petition Date, and (II) Granting Related Relief* [Docket No. 100] entered by the Bankruptcy Court on August 8, 2025.

35. "**Claims Objection Deadline**" means the first Business Day that is 180 calendar days after the Effective Date or such later date as may be approved by Order of the Bankruptcy Court.

36. "**Claims Reserve**" means the reserve established on the Effective Date and funded with Cash for the payment of all reasonably anticipated Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, and Allowed Other Secured Claims, with the amount of such Reserve being determined by the Debtor in consultation with the Committee.

37. "**Class**" means any group of substantially similar Claims or Equity Interests classified by the Combined Disclosure Statement and Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

38. "**Clerk**" means the clerk of the Bankruptcy Court.

39. "**Combined Disclosure Statement and Plan**" has the meaning set forth in the preamble.

40. "**Committee**" means the official committee of unsecured creditors appointed in the Chapter 11 Case by the U.S. Trustee pursuant to the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 64] filed by the U.S. Trustee on July 23, 2025.

41. "**Conditional Approval and Procedures Order**" has the meaning ascribed to such term in Article VI.A.1.

42. "**Confirmation Date**" means the date on which the Confirmation Order is entered on the Docket.

43. "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court to consider (i) final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (ii) confirmation of the Combined Disclosure Statement and Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

44. "**Confirmation Hearing Notice**" has the meaning ascribed to such term in Article VI.A.8.

45. "**Confirmation Order**" means the Order entered by the Bankruptcy Court confirming the Combined Disclosure Statement and Plan pursuant to section 1129 of the Bankruptcy Code.

46. "**Creditor**" means any Person or Entity that is the Holder of a Claim against the Debtor.

47. "**CRO**" means the Chief Restructuring Officer of the Debtor.

48. "**Cure Amount**" means the payment of Cash by the Debtor, or the Distribution of other property (as the parties may agree or the Bankruptcy Court may Order), as necessary to (a) cure a monetary default by the Debtor in accordance with the terms of an Executory Contract and (b) permit the Debtor to assume such Executory Contract pursuant to section 365 of the Bankruptcy Code.

49. "**DIP Claim**" means those Claims arising under or related to the DIP Credit Agreement and which were indefeasibly paid in full at the closing of the Royalty Assets Sale pursuant to the terms of the Final DIP Order.

50. "**DIP Credit Agreement**" has the meaning set forth in the Final DIP Order.

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

52. "**DIP Facility**" means senior secured superpriority debtor-in-possession term loan facility provided by the DIP Lender on the terms and conditions set forth in the Final DIP Order.

53. "**DIP Lender**" means JMB Capital Partners Lending, LLC (together with its Affiliates).

54. "**DIP Obligations**" has the meaning set forth in the Final DIP Order.

55. "**DIP Orders"** means the Final DIP Order and the Interim DIP Order.

56. "**D&O Liability Insurance Policies**" means all insurance policies (including any "tail policy") issued or providing coverage at any time to the Debtor or any of its predecessors for current or former directors', officers', managers', and/or employees' liability and all agreements, documents, or instruments relating thereto.

57. "**Debtor"** has the meaning set forth in the preamble.

58. "**Debtor-in-Possession**" means the Debtor in its capacity as debtor-in-possession in the Chapter 11 Case pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

59. "**Delaware LLC Act**" means the Delaware Limited Liability Company Act, 6 *Del. C.* § 18-101 *et seq*.

60. "**Destruction Motion**" means the *Motion of the Debtor for Entry of an Order Authorizing the Destruction and Disposal of Remaining Biologics Pursuant to 11 U.S.C. §§ 105, 363 and 554* [Docket No. 628] Filed on April 28, 2026.

61. "**Disputed**" means with respect to any Claim or Equity Interest, that such Claim or Equity Interest (or portion thereof): (a) is not Allowed; (b) is not Disallowed by the Combined Disclosure Statement and Plan, the Bankruptcy Code, or a Final Order, as applicable; (c) as to which a dispute is being adjudicated by the Bankruptcy Court, including a dispute about the priority or the extent of the secured amount of such claim under section 506(a) of the Bankruptcy Code or otherwise, or another court of competent jurisdiction in accordance with non-bankruptcy law; (d) is or is hereafter listed in the Schedules as contingent, unliquidated, or disputed and for which a Proof of Claim is or has been timely Filed in accordance with the Bar Date Order or the Combined Disclosure Statement and Plan; or (e) is filed after the applicable Bar Date.

62. "**Distribution**" means any distribution to the Holders of Allowed Claims.

63. "**Distribution Record Date**" means the record date for purposes of determining which Holders of Allowed Claims or Allowed Interests are eligible to receive Distributions under the Combined Disclosure Statement and Plan, which date shall be the Effective Date, or such other date as is announced by the Debtor or as is designated in a Final Order of the Bankruptcy Court.

64. "**Docket**" means the docket in the Chapter 11 Case maintained by the Clerk.

65. "**DoD**" means the U.S. Department of Defense.

66. "**DoD Borrowers**" means certain Resilience entities that entered into the DoD Finance Agreement.

67. "**DoD Finance Agreement**" means that certain finance agreement, dated as of March 22, 2023, entered into between the DoD Borrowers and the DoD Lenders.

68. "**DoD Lenders**" means the DoD and the United States International Development Finance Corporation.

69. "**DoD Subsidiary Guaranty**" means that certain Subsidiary Guaranty, dated as of August 18, 2023, entered by the Debtor and the DoD Lenders.

70. "**Effective Date**" means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent to the occurrence of the Effective Date set forth in Article XIV of this Combined Disclosure Statement and Plan have been satisfied or waived in accordance with Article XIV hereof; and (c) this Combined Disclosure Statement and Plan is declared effective by the Debtor. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

71. "**Emergent**" means Emergent BioSolutions Inc.

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

73. "**Epiq**" means Epiq Corporate Restructuring, LLC.

74. "**Equity Interests**" means all equity interests in the Debtor including, but not limited to, all issued, unissued, authorized or outstanding shares together with any warrants, options or contract rights to purchase or acquire such interests at any time.

75. "**Estate**" means the estate of the Debtor created upon the commencement of the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

76. "**Estate Released Parties**" means, collectively, and in each case in its capacity as such: (i) the Debtor; (ii) the Committee and each of its current members (solely in their capacity as such); and (iii) each Related Party of each entity in clauses (i) through the preceding clause (ii), provided, however, that notwithstanding the foregoing, no Non-Released Parties shall be Estate Released Parties.

77. "**Estate Releasing Parties**" means, collectively, and in each case in its capacity as such: (i) the Debtor; (ii) the Committee and each of its current and former members (solely in their capacity as such); and (iii) each Related Party of each entity in clauses (i) through the preceding clause (ii) for which such entity is legally entitled to bind such Related Party to the Releases under applicable law.

78. "**Exculpated Parties**" means the following Persons and Entities, to the extent that they are estate fiduciaries, in each case solely in their respective capacities as such on or after the Petition Date through and including the Effective Date: (i) the Debtor; (ii) the Committee and each of its respective members; (iii) with respect to the Debtor and the Committee, each of their respective current and former directors, limited liability company managers, or officers,; and (iv) the Professionals retained by the Debtor or the Committee during the Chapter 11 Case.

79. "**Executory Contract**" means a contract to which the Debtor is a party and that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

80. "**File**", "**Filed**", or "**Filing"** means file, filed, or filing with the Bankruptcy Court in the Chapter 11 Case.

81. "**Final DIP Order**" means the *Final Order (A) Authorizing Debtor to (I) Obtain Postpetition Financing and (II) Use Cash Collateral, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Granting Adequate Protection, (D) Modifying Automatic Stay, and (E) Granting Related Relief* [Docket No. 141] entered by the Bankruptcy Court on August 18, 2025.

82. "**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, vacated, stayed, modified, or amended, and as to which the time to appeal, petition for certiorari, or move for reargument, reconsideration, or rehearing has expired and no appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing has been timely sought or Filed, or as to which any appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing that has been sought or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

83. "**Fish & Richardson Claim**" means the Claim of Fish & Richardson, P.C. [Claim No. 10090, as amended by Claim No. 10116].

84. "**First Day Declaration**" means the *Declaration of Janet R. Naifeh, Chief Restructuring Officer of the Debtor, in Support of Chapter 11 Petition and First Day and Other Pleadings* [Docket No. 16] filed on the Petition Date.

85. "**First Day Motions**" means those motions and applications described in Article III.B.1.

86. "**FTI**" means FTI Consulting, Inc.

87. "**General Bar Date**" means October 16, 2025, at 11:59 p.m. (prevailing Eastern Time), as stated in the Bar Date Notice.

88. "**General Order**" means the *General Order Extending United States' Proof of Claim Bar Dates, Extending Adversary and Other Deadlines, and Providing Related Relief* entered by the Bankruptcy Court on October 2, 2025.

89. "**General Unsecured Claim**" means any unsecured Claim other than an Administrative Expense Claim, Professional Fee Claim, Other Secured Claim, Priority Tax Claim, Other Priority Claim, Severance Deficiency Claim, Resilience Secured Claim, and Intercompany Claim.

90. "**Global Settlement**" has the meaning ascribed to such term in Article III.B.8.

91. "**Global Settlement Parties**" has the meaning ascribed to such term in Article III.B.8.

92. "**Global Settlement Term Sheet**" means that certain Global Settlement Term Sheet, dated May 11, 2026, entered into by and among the Global Settlement Parties and attached hereto as Exhibit 1.

93. "**Governmental Bar Date**" means January 2, 2026, at 11:59 p.m. (prevailing Eastern Time), as stated in the Bar Date Notice as tolled until February 17, 2026, at 11:59 p.m. (prevailing Eastern Time) for the U.S. pursuant to the General Order.

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

95. "**Harvard**" means President and Fellows of Harvard College.

96. "**Harvard Claim**" means the Claim of Harvard [Claim No 10045].

97. "**Holder**" means the beneficial holder of any Claim or Equity Interest.

98. "**Impaired**" means "impaired" as the term is used in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

99. "**Independent Director**" means David J. Mack.

100. "**Intercompany Claim**" means any Claim held by an Affiliate of the Debtor against the Debtor arising before the Petition Date.

101. "**Interim Compensation Order**" means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 108] entered by the Bankruptcy Court on August 11, 2025.

102. "**Interim DIP Order**" means the *Interim Order (A) Authorizing Debtor to (I) Obtain Postpetition Financing and (II) Use Cash Collateral, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Granting Adequate Protection, (D) Modifying Automatic Stay, (E) Scheduling Final Hearing, and (F) Granting Related Relief* [Docket No. 43] entered by the Bankruptcy Court on July 11, 2025.

103. "**Investment Banker**" means Jefferies, the investment banker retained by the Debtor in the Chapter 11 Case pursuant to the *Order (I) Authorizing the Retention and Employment of Jefferies as Investment Banker for the Debtor Pursuant to 11 U.S.C. §§ 327(a) and 328(a), Effective as of the Petition Date, (II) Waiving Certain Time-Keeping Requirements and (III) Granting Related Relief* [Docket No. 114] entered by the Bankruptcy Court on August 12, 2025.

104. "**Jefferies**" means, collectively, Jefferies LLC and Jefferies International Limited.

105. "**Judicial Code**" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as amended from time to time.

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

107. "**Liquidation Trust**" means the trust to be established on the Effective Date in accordance with the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement.

108. "**Liquidation Trustee**" means the trustee appointed by the Committee pursuant to Article IX.A (or any successor trustee), in his, her, or its capacity as the trustee of the Liquidation Trust.

109. "**Liquidation Trust Agreement**" means the trust agreement establishing the Liquidation Trust and governing the powers, duties, and responsibilities of the Liquidation Trustee, which shall be in form and substance acceptable to the Debtor and the Committee.

110. "**Liquidation Trust Assets**" means (a) all remaining Assets of the Debtor that have not been sold, abandoned, or distributed prior to the Effective Date, and following funding of the Professional Fee Escrow Account, the Claims Reserve and the Severance Deficiency Claim Recovery Reserve, if any; (b) the Resilience Settlement Contribution Amount; (c) the Cash Recovery Proceeds; (d) the Liquidation Trust Retained Causes of Actions; (e) all assets recovered by the Liquidation Trustee on behalf of the Liquidation Trust on or after the Effective Date through enforcement, resolution, settlement, collection, return, or otherwise; (f) all amounts remaining after satisfaction of the applicable Allowed Claims from the Professional Fee Escrow Account and the Claims Reserve, which shall automatically vest in the Liquidation Trust. For the avoidance of doubt, all amounts remaining after satisfaction of the Allowed Severance Deficiency Claims from the Severance Deficiency Claim Recovery Reserve shall not be considered a Liquidation Trust Asset and shall be distributed to the Holder of the Resilience Secured Claim.

111. "**Liquidation Trust Beneficiaries**" means the Holders of Allowed Class 5 General Unsecured Claims entitled to receive Distributions pursuant to the terms of the Combined Disclosure Statement and Plan.

112. "**Liquidation Trust Expenses**" means (i) all reasonable and documented fees, expenses, and costs incurred by the Liquidation Trust (including, but not limited to, compensation of the Liquidation Trustee and the reasonable fees and expenses of professionals or other Persons retained by the Liquidation Trustee) in connection with carrying out the duties and responsibilities set forth in the Liquidation Trust Agreement and the Combined Disclosure Statement and Plan and (ii) any claim for indemnification of any Liquidation Trust Party and any other party entitled to indemnification, in each case, subject to the terms of the Combined Disclosure Statement and Plan and/or the Liquidation Trust Agreement.

113. "**Liquidation Trust Party**" has the meaning ascribed to such term in Article IX.J.

114. "**Liquidation Trust Retained Causes of Action**" means all Causes of Action of the Debtor, including any Causes of Action against the Non-Released Parties, other than those Claims and Causes of Action released pursuant to the Combined Disclosure Statement and Plan or the Global Settlement.

115. "**Liquidation Trust Series A Interests"** means the beneficial interests in the Liquidation Trust and rights with respect to the Liquidation Trust Assets (excluding the Cash Recovery Proceeds Reserve) to be distributed on a *Pro Rata* basis to the Holders of General Unsecured Claims.

116. "**Liquidation Trust Series B Interests**" means the beneficial interests in the Liquidation Trust and rights with respect to the Cash Recovery Proceeds to be distributed on a *Pro Rata* basis to the Holders of General Unsecured Claims that make the Cash Recovery Election.

117. "**Local Rules**" means the Local Rules of the United States Bankruptcy Court for the District of Delaware, as amended from time to time.

118. "**National Resilience**" means National Resilience, LLC.

119. "**National Resilience Parent**" means National Resilience Holdco, Inc.

120. "**Non-Released Parties**" means, collectively, (i) the directors, managers, officers, and board members of the Debtor appointed on or before April 8, 2021, (ii) any other agent, professional firm, or other representative of the Debtor to the extent its conduct pre-dates April 8, 2021, and (iii) any other party who is not an Estate Released Party, including any party expressly listed on the schedule of Liquidation Trust Retained Causes of Action.

121. "**OrbiMed**" means collectively OrbiMed Royalty & Credit Opportunities V, LP and OrbiMed Royalty & Credit Opportunities V Offshore, LP.

122. "**Order**" means an order or judgment of the Bankruptcy Court as entered on the Docket.

123. "**Other Priority Claim**" means a Claim that is accorded priority in right of payment under section 507 of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Expense Claim, which includes Allowed Severance Priority Claims.

124. "**Other Secured Claim**" means any Secured Claim, other than Resilience Secured Claims, that is secured by a Lien, including the Fish & Richardson Claim.

125. "**Parcel Sale Motion**" means the *Motion of Debtor for Entry of an Order Pursuant to Section 363 of the Bankruptcy Code (I) Authorizing the Private Sale of the Parcel to Strive Specialties, Inc. Free and Clear of Liens, Claims, and Encumbrances and (II) Granting Related Relief* [Docket No. 643] filed on May 14, 2026.

126. "**Person**" has the meaning set forth in section 101(41) of the Bankruptcy Code.

127. "**Petition Date**" means July 6, 2025.

128. "**Plan Supplement**" means the appendix of schedules and exhibits to the Combined Disclosure Statement and Plan (as may be altered, amended, modified, or supplemented from time to time), containing, among other things, the Assumption Schedule, schedule of Liquidation Trust Retained Causes of Action, the Liquidation Trust Agreement, the amended Services Agreement

(consistent with the terms of the Global Settlement Term Sheet), and the identity and compensation of the Liquidation Trustee, to be Filed with the Bankruptcy Court no later than seven days prior to the earlier of (i) the Voting Deadline and (ii) the deadline to object to final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and confirmation of the Combined Disclosure Statement and Plan.

129. "**Priority Tax Claim**" means any Claim of a Governmental Unit that is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

130. "***Pro Rata***" means the proportion that an Allowed Claim in a particular Class bears in relation to the aggregate amount of Allowed Claims in that Class.

131. "**Professional**" means any professional person employed in the Chapter 11 Case pursuant to section 327, 328, 363 or 1103 of the Bankruptcy Code or otherwise pursuant to an Order of the Bankruptcy Court.

132. "**Professional Fee Claim**" means any Claim of a Professional for compensation for services rendered, indemnification, or reimbursement of costs and expenses incurred on or before the Effective Date pursuant sections 327, 328, 330, 331, 363 503(b), or 1103(a) of the Bankruptcy Code, plus any fees and expenses related to the fee applications of a Professional.

133. "**Professional Fee Escrow Account**" means an interest-bearing account funded by the Debtor with Cash on or before the Effective Date in an amount equal to the Professional Fee Escrow Amount.

134. "**Professional Fee Escrow Amount**" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses that the Professionals estimate they have incurred or will incur in rendering services to the Debtor or the Committee as set forth in Article IV.C of the Combined Disclosure Statement and Plan.

135. "**Proof of Claim**" means a written proof of Claim Filed against the Debtor in the Chapter 11 Case.

136. "**Purchase Agreements**" means (i) the asset purchase agreement between the Debtor and Strive and (ii) the asset purchase agreement between the Debtor and OrbiMed.

137. "**Purchased Assets**" has the respective meaning ascribed to such term in the applicable Purchase Agreements.

138. "**Qualified Bid**" has the meaning ascribed to such term in the Alachua Site Assets Bidding Procedures Order and the Royalty Assets Bidding Procedures Order, as applicable.

139. "**Qualified Bidder**" has the meaning ascribed to such term in the Alachua Site Assets Bidding Procedures Order and the Royalty Assets Bidding Procedures Order, as applicable.

140. "**Rejection Damages Bar Date**" means the later of (i) the General Bar Date, (ii) 11:59 p.m., prevailing Eastern Time on the date that is 30 days after the later of (A) entry of an order approving the rejection of any Executory Contract or Unexpired Lease of the Debtor or (B)

the effective date of a rejection of any Executory Contract or Unexpired Lease of the Debtor pursuant to operation of any Order.

141. "**Related Parties**" means with respect to any Person or Entity, each of, and in each case solely in its capacity as such, such Person's or such Entity's past, present, and future directors, managers, officers, observers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, secondees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees. For the avoidance of doubt, no Non-Released Parties shall be a Related Party with respect to the releases.

142. "**Released Parties**" means, collectively, and in each case in its capacity as such: (a) the Debtor; (b) the DIP Lender; (c) the Committee and each of its current members (solely in their capacity as such), and its Professionals; (d) the Resilience Released Parties; (e) each current and former Affiliate of each entity in clause (a) through the preceding clause (d); and (f) each Related Party of each Entity in clauses (a) through the preceding clause (d); provided that, in each case, an entity in clauses (b) through (d) shall not be a Released Party if it: (x) was provided with an opportunity to opt in to the releases described in the Combined Disclosure Statement and Plan by either returning an "opt in" form or electing to "opt in" on a Ballot, as applicable, and did not do so; or (y) timely objects to the releases contained in the Combined Disclosure Statement and Plan and such objection is not resolved before confirmation. For the avoidance of doubt, no Non-Released Parties shall be a Released Party with respect to the Third-Party Release.

143. "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) the Debtor; (b) the DIP Lender; (c) the Committee and each of its current and former members (solely in their capacity as such), and its Professionals; (d) all Holders of Claims that vote to accept the Combined Disclosure Statement and Plan and that affirmatively opt into the releases provided for in the Combined Disclosure Statement and Plan; (e) all Holders of Claims that are conclusively presumed to accept the Combined Disclosure Statement and Plan and that affirmatively opt into the releases provided for in the Combined Disclosure Statement and Plan; (f) all Holders of Claims that abstain from voting on the Combined Disclosure Statement and Plan and that affirmatively opt into the releases provided for in the Combined Disclosure Statement and Plan; (g) all Holders of Claims that vote to reject the Combined Disclosure Statement and Plan and that affirmatively opt into the releases provided for in the Combined Disclosure Statement and Plan; (h) all Holders of Equity Interests that affirmatively opt into the releases provided for in the Combined Disclosure Statement and Plan; (i) each current and former Affiliate of each Entity in clause (a) through the preceding clause (h); and (k) each Related Party of each Entity in clauses (a) through the preceding clause (h) for which such Entity is legally entitled to bind such Related Party to the releases contained herein under applicable law; provided that, in each case, an Entity in clauses (e) through (h) shall not be a Releasing Party if it: (x) was provided with an opportunity to opt in to the releases described in the Combined Disclosure Statement and Plan by either returning an "opt in" form or

electing to "opt in" on a Ballot, as applicable, and did not do so; or (y) timely objects to the releases contained in the Combined Disclosure Statement and Plan and such objection is not resolved before confirmation.

144. "**Resilience"** means National Resilience, Resilience US, National Resilience Parent, and each of their parents and affiliates (excluding the Debtor).

145. "**Resilience General Unsecured Claim**" means an Allowed General Unsecured Claim of Resilience in the amount of $3,159,838.07 on account of the Resilience Prepetition Debt Claim that shall receive its pro rata share of Liquidation Trust Series A Interests.

146. "**Resilience Prepetition Debt Claim**" means any Claims arising under, derived from, or based upon the Resilience Prepetition Loan Documents.

147. "**Resilience Prepetition Loan Documents**" means the Resilience Promissory Note, the Resilience Security Agreement and other related documents.

148. "**Resilience Promissory Note**" means that certain Secured Promissory Note, dated as of June 3, 2025, entered into by Resilience US and the Debtor.

149. "**Resilience Released Parties**" means, collectively, and in each case in its capacity as such, Resilience, each of its Affiliates (except for the Debtor), and each of their respective Related Parties (except for the Debtor). For the avoidance of doubt, no Non-Released Parties shall be a Resilience Released Party with respect to the releases.

150. "**Resilience Releasing Parties**" means, collectively, and in each case in its capacity as such, Resilience, each of its Affiliates (except for the Debtor) and each of their respective Related Parties (except for the Debtor) for which such Resilience is legally entitled to bind such Related Party to the releases under applicable law.

151. "**Resilience Secured Claim**" means an Allowed Secured Claim of Resilience in the amount of $3,549,516.36 on account of the Resilience Prepetition Debt Claim; *provided* that the Resilience Secured Claim shall be contributed to the Liquidation Trust to fund the (i) Severance Deficiency Claims Recovery Reserve; and (ii) Cash Recovery Proceeds Reserve; *provided further* that all amounts remaining after satisfaction of the Allowed Severance Deficiency Claims from the Severance Deficiency Claim Recovery Reserve shall be distributed to the Holder of the Resilience Secured Claim.

152. "**Resilience Security Agreement**" means that certain Mortgage, Assignment of Leases and Rents and Security Agreement, made as of June 19, 2025, by the Debtor and Resilience US.

153. "**Resilience Settlement Contribution Amount**" means payment by Resilience of $3,000,000 in Cash to the Liquidation Trust or the Debtor, as applicable, within 3 Business Days following the Effective Date and in accordance with the terms of the Global Settlement.

154. "**Resilience US**" means Resilience US, LLC.

155. "**RL&F**" means Richards, Layton & Finger, P.A.

156. "**Royalty Assets**" means the Debtor's ownership of certain Vero cell lines and related intellectual property used in the development of a smallpox vaccine by third parties.

157. "**Royalty Assets Sale"** means the sale of the Debtor's Royalty Assets pursuant to the Royalty Assets Sale Order.

158. "**Royalty Assets Bidding Procedures Order**" means the *Order (I)(A) Approving Bidding Procedures for the Sale of the Debtor's Royalty Assets, (B) Authorizing the Debtor to Designate a Stalking Horse Bidder and to Provide Bidding Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtor's Royalty Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* [Docket No. 403] entered by the Bankruptcy Court on December 5, 2025.

159. "**Sale Orders**" means (i) the *Order (I) Approving the Asset Purchase Agreement Between Seller and Buyer, (II) Authorizing the Sale of the Debtor's Real and Personal Property Assets in Alachua, Florida Free and Clear of Liens, Claims, Interests and Encumbrances, and (III) Granting Related Relief* [Docket No. 307] (the "**Alachua Site Assets Sale Order**") entered by the Bankruptcy Court on October 17, 2025, and (ii) the *Order (I) Approving the Sale of Debtor's Royalty Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith and (III) Granting Related Relief* [Docket No. 533] (the "**Royalty Assets Sale Order**") entered by the Bankruptcy Court on February 10, 2026.

160. "**Sale Transactions**" means collectively, the sale transactions contemplated by the Purchase Agreements.

161. "**Schedules**" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules, as such schedules may be amended, modified, or supplemented from time to time [Docket Nos. 142, 143, 144].

162. "**Secured**" means when referring to a Claim: (a) secured by a Lien on collateral in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in such Debtor's interest in such collateral or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to the Combined Disclosure Statement and Plan as a Secured Claim.

163. "**Severance Claim**" means any Claim for severance benefits of the Debtor's employees that were terminated prior to, on the date of, or after the filing of the Chapter 11 Case,

including any amount in excess of the priority cap set forth in sections 507(a)(4)–(5) of the Bankruptcy Code.

164. "**Severance Deficiency Claim**" means a Severance Claim in excess of the priority caps set forth in sections 507(a)(4)–(5) of the Bankruptcy Code.

165. "**Severance Deficiency Claim Recovery**" means the recovery provided for under the Combined Disclosure Statement and Plan for the portion of the Resilience Secured Claim that shall be contributed to the Severance Deficiency Claim Recovery Reserve.

166. "**Severance Deficiency Claim Recovery Reserve**" means a reserve established on the Effective Date and funded with the Severance Deficiency Claim Recovery in the amount of $194,839.00. Resilience shall have a revisionary interest in such reserve after satisfaction of the Allowed Severance Deficiency Claims.

167. "**Severance Priority Claim**" means a Severance Claim that is afforded priority in right of payment under section 507 of the Bankruptcy Code.

168. "**Services Agreement**" means that certain *Services Agreement,* dated as of July 1, 2025, by and among National Resilience, National Resilience Parent, Resilience US and the Debtor.

169. "**Standing Motion**" means that certain *Motion of the Official Committee of Unsecured Creditors for Entry of an Order Granting the Committee Exclusive Leave, Standing, and Authority to Commence, Prosecute and, if Appropriate, Settle or Abandon Certain Claims and Causes of Action on Behalf of the Debtor's Estate* [Docket No. 484] filed by the Committee on January 21, 2026.

170. "**Strive**" means Strive Specialties, Inc.

171. **"Subordinated Claim"** means (i) any Claim that is subject to subordination under section 510 of the Bankruptcy Code and (ii) a Claim for a fine, penalty, forfeiture, multiple, exemplary or punitive damages, or otherwise not predicated upon compensatory damages, and that would be subordinated in a chapter 7 case pursuant to section 726(a)(4) of the Bankruptcy Code or otherwise.

172. "**Successful Bids**" means, as applicable, the Successful Bidders' bids at the Auctions.

173. "**Successful Bidders**" means the Qualified Bidders, as applicable, with the highest or otherwise best offers among the Qualified Bids submitted at the Auctions.

174. "**Third-Party Release**" means that certain release in Article XII.D of the Combined Disclosure Statement and Plan.

175. "**Unexpired Lease**" means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 or section 1123 of the Bankruptcy Code.

176. "**Unclaimed Distribution Deadline**" means ninety calendar days from the date the Liquidation Trust makes a Distribution of Cash or other property under the Combined Disclosure Statement and Plan to a Holder of an Allowed Claim.

177. "**Unclaimed Distribution**" means a Distribution that is not claimed by a Holder of an Allowed Claim on or prior to the Unclaimed Distribution Deadline.

178. "**Unimpaired**" means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

179. "**U.S.**" means the United States of America.

180. "**U.S. Government"** means the U.S. and any of its agencies, departments, instrumentalities, and subdivisions, including any federal regulatory authority, bureau, office, commission, or other Governmental Unit, in each case acting in its governmental capacity.

181. "**U.S. Trustee**" means the Office of the United States Trustee for the District of Delaware.

182. "**Voting Deadline**" means that date and time defined as the voting deadline in Article VI.A.9 of the Combined Disclosure Statement and Plan.

B. Interpretation; Application of Definitions and Rules of Construction

Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter. Unless otherwise specified, all section, article, schedule or exhibit references in the Combined Disclosure Statement and Plan are to the respective section in, article of, schedule to, or exhibit to the Combined Disclosure Statement and Plan. The words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to the Combined Disclosure Statement and Plan as a whole and not to any particular section, subsection or clause contained in the Combined Disclosure Statement and Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Combined Disclosure Statement and Plan. A capitalized term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in the Combined Disclosure Statement and Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Combined Disclosure Statement and Plan.

III. BACKGROUND AND DISCLOSURES

On the Petition Date, the Debtor Filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code commencing this Chapter 11 Case. After the Petition Date, the Debtor remained in possession of its Assets and management of its business as Debtor-in-Possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On July 23, 2025, the U.S. Trustee appointed the Committee.

A. General Background

Below is a summary of the Debtor's business, organizational and capital structure, the prepetition marketing and sale efforts, and the events leading to the Debtor's Chapter 11 Case. In addition, below is a summary of certain of the key events in the Chapter 11 Case.

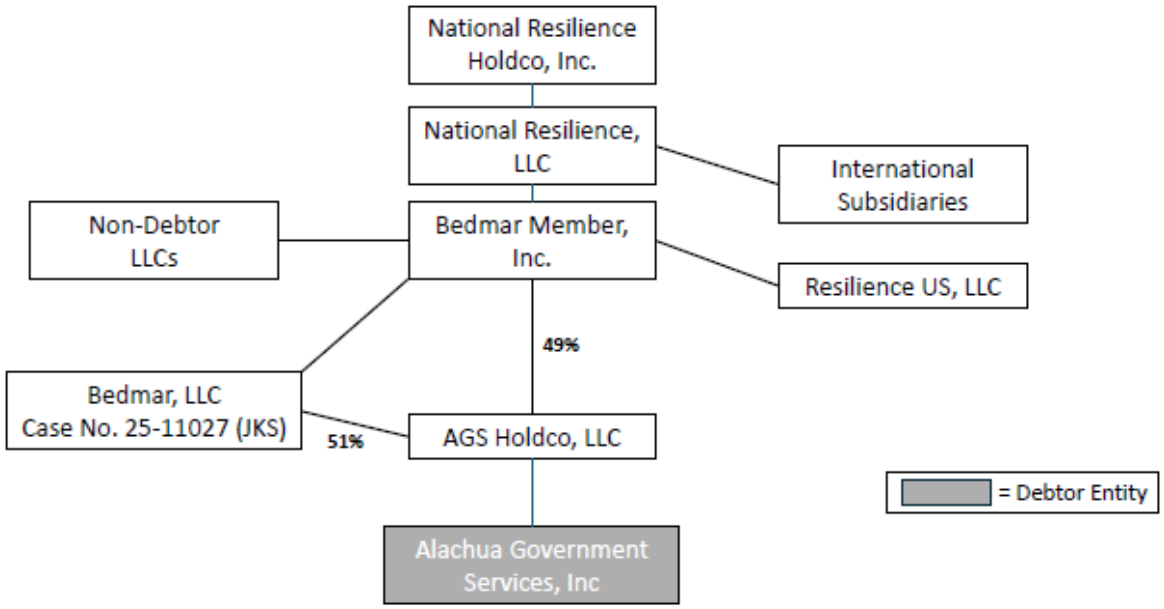
1. The Debtor's Business

The Debtor's corporate predecessor was founded in 1999 to research and utilize applications of nanometer-scale particle technology to develop new drug delivery technologies and increase the efficacy of existing drugs. Notwithstanding the initial focus of the Debtor's business, in 2013, the Debtor was awarded a greenfield contract with the DoD to build and outfit the ADM Facility. This precipitated the Debtor's pivot from a product development company to a biologics CDMO specializing in the manufacturing of vaccines, monoclonal antibodies, recombinant proteins, and nucleic acids.

In October 2017, the ADM Facility opened at the Alachua Site and was subsequently expanded in 2020 to include "Building G", a 92,000-square foot facility designed to expand the manufacturing facilities of the ADM Facility. The Alachua Site was designed as a state-of-the art development, testing, and manufacturing facility. In February 2020, the Debtor was awarded a contract from the U.S. government to develop an advanced monoclonal antibody therapy against COVID-19. This contract is one of several through which the Debtor partnered with the U.S. government to develop and produce drugs, vaccines, and other treatments essential to maintaining the nation's health and, in turn, national security. In April 2021, the Debtor was acquired by a subsidiary of National Resilience Parent, but it operated largely autonomously in light of its status as a U.S. government contractor.

2. Organizational Structure

The Debtor is a Delaware corporation. The Debtor is wholly owned by AGS Holdco, LLC, and is an indirect wholly-owned subsidiary of National Resilience Parent, both of which are not debtors in this (or any other) chapter 11 case. The Debtor is controlled by and acts through a board of directors comprised solely of the Independent Director, who was appointed on June 30, 2025 to oversee the Debtor's winddown and Chapter 11 Case. In addition, on July 3, 2025, Janet R. Naifeh of FTI was appointed as the CRO to assist the Independent Director with the Debtor's winddown and Chapter 11 Case. As of the Petition Date, the CRO was the only officer of the Debtor. The Debtor does not have any subsidiaries. Below is an overview of the Debtor's organizational structure:



3. Prepetition Debt Structure

a. Resilience Prepetition Debt, Resilience Promissory Note and Security Agreement

On June 3, 2025, the Debtor, as Borrower, and Resilience US, as lender entered into the Resilience Promissory Note, as evidenced by the Resilience Security Agreement. The Resilience Promissory Note provided for a loan in the amount of $5,889,542, secured by the Debtor's real property and intellectual property assets.

b. Intercompany Claims

Prior to the Petition Date, the Debtor's funding was dependent on intercompany transactions with certain Resilience entities. In the ordinary course of business, the Debtor and Resilience engaged in certain intercompany transactions. As of the Petition Date, the Debtor's

books and records contained unsecured Intercompany Claims totaling approximately $116.7 million.

Resilience has filed Proofs of Claims on account of Intercompany Claims asserting the following amounts:

Claim Number	Claimant Name	Claim Amount
10098	Resilience US, LLC	$ 94,691,851
10096	National Resilience, LLC	$ 15,479,723
10101	Swiftscale Biologics, Inc.	$ 3,297,993
10097	Resilience Biotechnologies, Inc.	$ 3,193,768
	Total	$ 116,663,335

Pursuant to the Global Settlement, Resilience has agreed that all Intercompany Claims (other than the Resilience Prepetition Debt Claim) shall be subordinated to all other Allowed General Unsecured Claims and shall not receive any recovery under the Combined Disclosure Statement and Plan.

c. Subsidiary Guaranty

On March 22, 2023, the DoD Borrowers entered into the DoD Finance Agreement with the DoD Lenders. Under the DoD Finance Agreement, the DoD Lenders committed to lending a principal amount not exceeding $410 million (subject to the limits and conditions of the DoD Finance Agreement), of which $246 million was advanced to the DoD Borrowers (the "**DoD Loan**").

In connection with the DoD Loan, the Debtor entered into the Subsidiary Guaranty. Under the Subsidiary Guaranty, the Debtor was jointly and severally liable as a primary obligor for all obligations of the DoD Borrowers under the DoD Finance Agreement.

On or about November 21, 2025, the DoD Borrowers entered into a long-term debt financing arrangement of up to $825 million from Oak Hill Advisors to strengthen Resilience's balance sheet and fuel its growth plans. The proceeds of such financing were used for, among other things, a full pay down the DoD Loan, which in turn removed the Subsidiary Guarantee. As a result, the DoD does not hold a Claim on account of the Subsidiary Guarantee against the Debtor or its Estate.

d. DoD Claims

In connection with the operation of its business, the Debtor partnered with the U.S. Government through a series of contracts (collectively, the "**Government Contracts**") to develop and produce drugs, vaccines, and other treatments. The DoD has filed a Proof of Claim [Claim No. 10128, as amended] asserting a claim of over $146 million (collectively, the "**DoD Claims**") based on, among other things, the Governmental Contracts, including for alleged damages resulting from the rejection of the Government Contracts.

The DoD Claim includes alleged claims for (i) over $83 million in damages for lost priority access rights by the Debtor's rejection of certain Government Contracts; (ii) $946,046.49 for removal of government property and equipment from the Debtor's Alachua Site; (iii) over $36.7 million in estimated amounts that the DoD expects to incur to secure completion of certain projects following rejection of the applicable Government Contract; and (iv) approximately $26.6 million asserted by the Defense Contract Management Agency (the "**DCMA**"), a division of the DoD, based on certain cost reimbursement contracts that the Debtor entered into with certain divisions of the DoD whereby the Debtor was reimbursed for its costs incurred, subject to later audit by the DoD.

With respect to the DCMA portion of the DoD Claims, after the DoD's auditors completed a series of annual audits (spanning from fiscal years 2014 – 2018), the DCMA then filed annual claims for overpayment based principally on costs that it contends were unallowable under the Federal Acquisition Regulation. The Debtor has filed timely appeals challenging the government's overpayment claims to the Armed Services Board of Contract Appeals. The Armed Services Board of Contract Appeals has stayed the appeal as a result of the Debtor's Chapter 11 Case.

On June 9, 2026, the Debtor filed an objection [Docket No. 702] to the DoD Claims seeking to reduce such claims to $5,659,097. On July 16, 2026, the Debtor and the DoD entered into a stipulation resolving the objection to the DoD Claims and granting the DoD an Allowed General Unsecured Claim in the amount of $120,258,441.97 and certain setoff rights. The remaining $26,621,004.86 of the DoD Claims shall be considered a Disputed Claim and subject to further reconciliation between the parties.

4. Events Leading up to the Chapter 11 Filing

In late 2023, the demand for certain services provided by the Debtor began to lag. In addition, over the last few years, certain key government contracts have wound down or been scaled back. The Debtor worked diligently to find other sources of revenue via commercial programs, but industry demand never materialized. Further, as discussed above, the Debtor has no funded debt other than the Resilience Prepetition Promissory Note and the Debtor's funding was dependent on the intercompany transactions with its non-Debtor affiliates. With the uncertainty regarding the revenue from existing governmental contracts and inability to find sufficient alternative commercial programs, the Debtor's non-Debtor affiliates were no longer willing to fund the continued operations of the Debtor. As a result, the Debtor began to scale down its production and ultimately determined to idle the ADM Facility.

In an effort to reduce its overhead expenses as demand decreased, the Debtor laid off approximately 125 employees in early 2025 (*i.e.*, January – April). However, this reduction in force was insufficient to counter the financial headwinds facing the Debtor, particularly given the cancellation of the governmental contracts and the consistent (and costly) nature of the Debtor's overhead expense for its underutilized facilities. Further, in anticipation of having no on-going operations and the idling the ADM facility, the Debtor implemented additional reductions in force on June 20, 2025, and on July 1, 2025, which affected approximately 67 of its employees (i.e., more than 80% of its workforce as of such date) and left only a core group of employees to complete the Debtor's remaining commercial obligations. As of the Petition Date, the Debtor

employed approximately 13 full-time employees and 3 temporary employees, who were focused on managing and winding down certain minimal business operations. Throughout the Chapter 11 Case, as the Debtor wound down its business and sold its remaining assets, the Debtor continued to reduce its workforce. As of the date hereof, the Debtor continues to employ 2 full-time employees and 2 temporary employees.

As a result of the economic pressures facing the Debtor, in February 2025, Jefferies was engaged to, among other things, pursue a potential sale or other strategic transactions involving the Debtor's business and assets, including sales of the Debtor's operating business and Alachua Site. Despite targeted outreach to no fewer than 75 parties, the Debtor was unable to consummate a going concern sale prior to the Petition Date. Additionally, in late-May 2025, the Debtor, with the assistance of Jefferies, began to explore monetization alternatives for its Royalty Assets, including (i) pre-petition financing secured by the Royalty Assets and (ii) a sale of the Royalty Assets. Due to funding and liquidity constraints, the Debtor was unable to effectuate a monetization prior to the Petition Date.

With the drop off in business from the government and limited commercial alternatives, a lack of additional funding, no ability to consummate any transaction, and no corresponding decline in overhead expense, the Debtor determined that filing for chapter 11 protection and winding down its business was the only viable path forward.

B. The Chapter 11 Case

The following is a brief description of certain material events that have occurred during the Chapter 11 Case.

1. First Day Motions and Orders (other than the DIP Motion and DIP Orders)

On or shortly after the Petition Date, in addition to the voluntary petitions for relief Filed by the Debtor, the Debtor Filed a number of First Day Motions seeking certain "first day" relief. A summary of the relief obtained pursuant to the First Day Motions is set forth below:

- ***Utilities Motion.*** Pursuant to the *Motion of Debtor for Entry of Interim and Final Orders (I) Prohibiting Utility Companies from Altering or Discontinuing Service on Account of Prepetition Invoices, (II) Approving Deposit As Adequate Assurance of Payment, (III) Establishing Procedures for Resolving Requests by Utility Companies for Additional Assurance of Payment, and (IV) Granting Related Relief* [Docket No. 6], the Debtor obtained the entry of interim and final Orders [Docket Nos. 37 and 127] prohibiting the Debtor's utility providers from altering or discontinuing service;

- ***Taxes Motion***. Pursuant to the *Motion of Debtor for Entry of Interim and Final Orders (I) Authorizing Payment of Prepetition Taxes and Fees, and (II) Granting Related Relief* [Docket No. 11], the Debtor obtained the entry of interim and final Orders [Docket Nos. 35 and 113] authorizing the Debtor to pay certain taxes and fees;

- ***Wages Motion***. Pursuant to the *Motion of Debtor for Entry of Interim and Final Orders (I) Authorizing (A) Payment of Certain Prepetition Workforce Obligations, (B) Continuance of Workforce Programs, and (C) Payment of Withholding and Payroll-Related Taxes, and (II) Granting Related Relief* [Docket No. 12], the Debtor obtained the entry of interim and final Orders [Docket Nos. 40 and 1135] authorizing, amount other things, the Debtor's to pay certain workforce obligations; and

- ***Cash Management Motion***. Pursuant to the *Motion of Debtor for Entry of Interim and Final Orders (I) Authorizing Maintenance of Existing Bank Account, Checks, and Business Forms, (II) Waiving Certain U.S. Trustee Guidelines, (III) Authorizing Continuation of Intercompany Transactions, (IV) Authorizing Subcontractor Payments, and (V) Granting Related Relief* [Docket No. 13], the Debtor obtained the entry of interim and final Orders [Docket Nos. 38 and 134] approving the Debtor's continued use of their cash management system and entry into the Services Agreement.

2. Post-Petition Financing

On the Petition Date, the Debtor's cash was limited to approximately $2.3 million. As a result, the Debtor required additional financing to maintain sufficient liquidity during the Chapter 11 Case. At the outset of the Chapter 11 Case, the Debtor obtained debtor-in-possession financing via the DIP Facility to fund the wind down and costs of the Chapter 11 Case. The DIP Facility provided the Debtor with access to $17 million to fund the Debtor's Chapter 11 Case. The Bankruptcy Court approved the Interim DIP Order on July 11, 2025, and the Final DIP Order on August 18, 2025.

On December 22, 2025, the Bankruptcy Court entered an Order [Docket No. 435] approving an amendment to the DIP Credit Agreement extending the maturity date under the DIP Credit Agreement until February 28, 2026, and the payment of a related extension fee to the DIP Lender. On January 23, 2026, the Bankruptcy Court entered an Order [Docket No. 491] approving a second amendment to the DIP Credit Agreement, which extended the deadline for the Debtor to designate a stalking-horse bidder for the Royalty Assets and pay a related fee to the DIP Lender.

On October 31, 2025, the Debtor partially paid down outstanding amounts under the DIP Facility with proceeds of the Alachua Site Sale in accordance with the Final DIP Order. On February 13, 2026, the Royalty Assets Sale was consummated and contemporaneously therewith, the Debtor repaid the DIP Facility in full with the proceeds of the Royalty Assets Sale in accordance with the Final DIP Order.

3. Employment of Professionals and Advisors

On the Petition Date, the Debtor filed an application [Docket No. 4] to retain Epiq as Claims and Noticing Agent for the Debtor. On June 27, 2025, the Bankruptcy Court entered an Order [Docket No. 33] approving the Epiq retention application.

On July 22, 2025, the Debtor filed applications to retain and employ the following professionals: (1) RL&F, as counsel to the Debtor [Docket No. 61], which was approved by the

Bankruptcy Court on August 15, 2025 [Docket No. 136] and (2) FTI, to provide (i) interim management and contingency planning advisory services and (ii) a chief restructuring officer to the Debtor [Docket No. 62], which was approved by the Bankruptcy Court on August 8, 2025 [Docket No. 101].

On July 23, 2025, the Debtor filed an application [Docket No. 63] to retain Epiq as administrative advisor for the Debtor, which was approved by the Bankruptcy Court on August 8, 2025 [Docket No. 100], on July 25, 2025, the Debtor filed an application [Docket No. 68] to retain Jefferies as Investment Banker for the Debtor, which was approved by the Bankruptcy Court on August 12, 2025 [Docket No. 114], and on August 7, 2025, the Debtor filed an application [Docket No. 92] to retain Ashby & Geddes, P.A. as Special Conflicts Counsel for the Debtor, which was approved by the Bankruptcy Court on September 3, 2025 [Docket No. 177].

Following the Committee's formation, the Committee filed an application to retain and employ (1) Robinson & Cole LLP as Co-Counsel and Delaware Counsel to the Committee [Docket No. 147], which was approved by the Bankruptcy Court on September 8, 2025 [Docket No. 181], (2) Goodwin Procter LLP as Co-Counsel to the Committee [Docket No. 148], which was approved by the Bankruptcy Court on September 11, 2025 [Docket No. 194], and (3) M3 Advisory Partners, LP as financial advisor to the Committee [Docket No. 149], which was approved by the Bankruptcy Court on September 8, 2025 [Docket No. 182].

The Interim Compensation Order was entered by the Bankruptcy Court on August 11, 2025 [Docket No. 108].

4. Prepetition Sale Process and Postpetition Sales of Substantially All of the Debtor's Assets

In February 2025, Jefferies was engaged to, among other things, pursue a potential sale or other strategic transactions involving the Debtor's business and assets, including sales of the Debtor's operating business and the Alachua Site. Despite targeted outreach to approximately seventy-five (75) parties, including biopharmaceutical and biotechnology companies and real estate-focused investors, the Debtor was unable to consummate a going concern sale prior to the commencement of the Chapter 11 Case.

As a result of the prepetition marketing process failing to result in any going concern bids, in June 2025, the Debtor, with the assistance of Jefferies, began seeking alternative sale proposals from interested parties for the Debtor's Assets, including the Alachua Site Assets and the Royalty Assets. Of the 75 parties contacted prior to the commencement of the Chapter 11 Case, 16 introductory calls were conducted and 24 parties executed non-disclosure agreements (each an "**NDA**"). Jefferies also opened a virtual data room containing diligence materials related to the Assets for all potential bidders who had executed NDAs.

a. Alachua Site Assets Sale Transaction

Following the Petition Date, Jefferies resolicited all parties under an NDA from the prepetition marketing process and also contacted certain newly identified potential bidders, including firms focused on real estate investments, special situations opportunities, and equipment asset dispositions, regarding the Alachua Site Assets. In connection with Jefferies' outreach to

such interested parties, Jefferies asked potential bidders to provide indications of interest ("**IOIs**") for any stalking horse bid by July 29, 2025 (the "**Alachua Stalking Horse Bid Deadline**"). Prior to the Alachua Stalking Horse Bid Deadline, the Debtor received 4 indications of interest for all or a portion of the Debtor's Alachua Site Assets.

As a result of the Debtor's pre- and postpetition marketing efforts, the Debtor designated the bid of Blue Marlin as the stalking horse bid for the Alachua Site Assets. The stalking horse bid from Blue Marlin was deemed a Qualified Bid pursuant to the Alachua Site Assets Bidding Procedures Order and contemplated Blue Marlin purchasing the Alachua Site Assets for $3,500,000.00 pursuant to the terms of an asset purchase agreement.

Before the applicable deadlines set by the Alachua Site Assets Bidding Procedures Order, in addition to receiving the stalking horse bid, the Debtor received bids for the Alachua Site Assets from RMR Biologics, LLC ("**RMR**") and Strive. The Debtor, in consultation with the Debtor's DIP Lender and the Committee (together, the "**Consultation Parties**") determined that the bids received from RMR and Strive were Qualified Bids in accordance with the Alachua Site Assets Bidding Procedures Order.

After receiving 3 Qualified Bids and consulting with the Consultation Parties, the Debtor determined that an auction conducted pursuant to the Alachua Site Assets Bidding Procedures Order was the best course to maximize the value of the Alachua Site Assets. On October 8, 2025, the Debtor held the auction with respect to the Alachua Site Assets. After multiple rounds of bidding, Strive's bid of $11,500,000.00 for the Alachua Site Assets was declared the Successful Bid and Blue Marlin's bid of $11,250,000.00 for the Alachua Site Assets was declared the back-up bid. On October 17, 2025, the Bankruptcy Court approved the sale of the Alachua Site Assets to Strive pursuant to the Alachua Site Assets Sale Order. The sale of the Alachua Site Assets to Strive closed on October 31, 2025.

b. Royalty Assets Sale Transaction

With respect to the Royalty Assets, Jefferies solicited interest from 47 potential financial and strategic buyers. Jefferies requested that parties interested in serving as a stalking horse bidder for the Royalty Assets provide the Debtor with IOIs outlining the terms of such agreement. The Debtor received 2 IOIs from potential interested purchasers, of which one expired. Upon entry of the Royalty Assets Bidding Procedures Order, Jefferies asked the party that submitted the expired IOI if they were willing to resubmit an IOI for the Royalty Assets and such party indicated it would resubmit the IOI that was previously received by the Debtor. After reviewing the IOIs received and discussions with both potential interested purchasers, the Debtor, after consultation with its advisors, determined that the IOI submitted by Emergent represented the only actionable offer received by the Debtor for the Royalty Assets. Thus, the Debtor, and its advisors, began negotiating a proposed stalking horse bid with Emergent. These negotiations resulted in a stalking horse bid from Emergent for the sale of the Debtor's Royalty Assets with a cash purchase price of $10,380,660.75, substantially on the terms of and in accordance with the proposed asset purchase agreement.

Before the applicable deadlines set by the Royalty Assets Bidding Procedures Order, in addition to receiving the Emergent stalking horse bid, the Debtor received two additional

bids for the Royalty Assets, including the bid from OrbiMed. The Debtor, in consultation with the Consultation Parties, determined that the bid received from OrbiMed was a Qualified Bid in accordance with the Royalty Assets Bidding Procedures Order and that the other bid was not a Qualified Bid because it was only for a portion of the Royalty Assets and, as a result, not an otherwise higher or best bid for the Royalty Assets.

After receiving 2 Qualified Bids and consulting with the Consultation Parties, the Debtor determined that an auction conducted pursuant to the Royalty Assets Bidding Procedures Order was the best course to maximize the value of the Royalty Assets. On January 29, 2026, the Debtor held the auction with respect to the Royalty Assets. After multiple rounds of bidding, OrbiMed's bid of $16,000,000.00 for the Royalty Assets was declared the Successful Bid and Emergent's bid of $15,000,000.00 for the Royalty Assets was declared the back-up bid. On February 10, 2026, the Bankruptcy Court approved the sale of the Royalty Assets to OrbiMed pursuant to the Royalty Assets Sale Order. The sale to OrbiMed closed on February 13, 2026.

c. The Destruction Motion

On April 28, 2026, the Debtor filed the Destruction Motion seeking authority to destroy certain biologic materials, including certain virus banks and vaccines, antibotulinum neurotoxin materials, or avian cell lines (collectively, the "**Remaining Biologics**"). The Remaining Biologics are stored at the United Kingdom Health Security Agency (the "**UKHSA**") in Wilshire, United Kingdom, the ThermoFisher Biosciences ("**ThermoFisher**") storage location in Bishop's Stortford, United Kingdom, or the ThermoFisher storage location in Federick, Maryland. After a marketing process, the Debtor was unable to locate a purchaser for the Remaining Biologics and, as a result, to stem the incurrence of additional storage costs, the Debtor has sought Bankruptcy Court authorization to dispose of and destroy the Remaining Biologics. The Court entered an order approving the relief sought in the Destruction Motion on May 22, 2026 [Docket No. 665].

d. The Parcel Sale Motion

On May 14, 2026, the Debtor filed the Parcel Sale Motion seeking the approval of the sale (the "**Parcel Sale**") of the vacant parcel of undeveloped land that is adjacent to and part of the Alachua Site (the "**Parcel**") to Strive. Given the proximity of the Parcel to the Alachua Site, Jefferies contacted Strive, as the most logical purchaser, to determine whether it had any interest in bidding on the Parcel. Following arm's-length negotiations with Strive, the Debtor and Strive agreed to the Parcel Sale for a cash purchase price of $550,000.00. The Debtor has received no other higher or otherwise better offers for the Parcel. The Court entered an order approving the Parcel Sale on June 3, 2026 [Docket No. 673].

5. The Motion to Compel and Adversary Proceeding against the U.S. Government

As set forth above, in connection with the operation of its business, the Debtor entered into the Government Contracts. In connection with the Government Contracts, the U.S. Government had non-estate property and equipment stored at the Alachua Site (the "**Government Property**"). As of the Petition Date, there were more than 800 pieces of U.S. Government-owned

equipment located at the Alachua Site. With the understanding that the Alachua Site would be sold during the Chapter 11 Case, prior to the Petition Date, the Debtor's management began engaging with the U.S. Government on the removal of its property. Immediately following the Petition Date, the Debtor's advisors continued to engage with the U.S. Government regarding the removal of its property, including numerous calls and emails. Notwithstanding the Debtor's efforts, the U.S. Government failed to remove certain of the Government Property from the Alachua Site. The Debtor was concerned that uncertainty associated with the removal of the Government Property from the Alachua Site may preclude and was impeding the Debtor's ability to effectuate a timely sale of the Alachua Site. As a result, on September 12, 2025, the Debtor filed a motion [Docket No. 201] seeking to compel (the "**Motion to Compel**") the U.S. Government and other third parties to remove any property remaining at the Alachua Site in advance of the sale.

In response to an objection to the Motion to Compel [Docket No. 221] filed by the U.S. Government, the Debtor agreed to proceed by adversary proceeding and an expedited hearing on a related motion for preliminary injunction. On September 30, 2025, the Debtor initiated an adversary proceeding [Adv. Pro. No. 25-52364] (the "**Adversary Proceeding**") and filed a related preliminary injunction motion.

On September 30, 2025, the appropriations act that had been funding the federal government expired and the appropriations that had been funding the U.S. Government lapsed (the "**Government Shutdown**"). In light of the Government Shutdown, the U.S. Government filed motions to stay the Adversary Proceeding [Adv. Proc. No. 25-52364, Docket No. 9] and the Chapter 11 Case [Docket No. 254] (collectively, the "**Motions to Stay**"). The Debtor and the U.S. Government entered into a stipulation [Docket No. 282] resolving the Motions to Stay that provided, among other things, that during the pendency of the Government Shutdown the Debtor or any purchaser of the Alachua Site Assets would not seek any relief related to the removal of the Government Property.

Pursuant to the sale of the Alachua Site Assets, the Debtor assigned its interest in the Adversary Proceeding to Strive. As a result of ongoing discussions between Strive and the U.S. Government, the Debtor, Strive, and the U.S. Government agreed to extend the deadlines for the U.S. Government to respond to the complaint filed in Adversary Proceeding and related preliminary injunction motion and the deadline for the U.S. Government to remove or sell the Government Property from the Alachua Site [Adv. Proc. No. 25-52364, Docket No. 27]. As of April 14, 2026, the U.S. Government confirmed that all Government Property was satisfactorily removed from the Alachua Site, and as a result, the U.S. Government, the Debtor, and Strive agreed to dismiss the Adversary Proceeding without prejudice [Adv. Proc. No. 25-52364, Docket No. 33].

6. Rejection of Executory Contracts and Unexpired Leases

On the Petition Date, the Debtor filed a motion [Docket No. 7] seeking authorization to reject two leases (the "**Lease Rejection Motion**") effective as of the Petition Date. On August 8, 2025, the Bankruptcy Court entered an order [Docket No. 102] authorizing the Lease Rejection Motion.

On July 18, 2025, the Debtor filed a protective motion [Docket No. 57] seeking authorization to reject that certain lease related to the Debtor's former Alachua, Florida location (the "**Alachua Lease Rejection Motion**") that was assigned to Bedmar. The Debtor filed the Alachua Lease Rejection Motion in the event it is determined that the Debtor remained a party to the Alachua, Florida lease. The landlord to the Alachua, Florida lease filed an objection to the Alachua Lease Rejection Motion. At this time, the Debtor has not sought to pursue the Alachua Lease Rejection Motion.

On July 23, 2025, the Debtor filed an omnibus motion [Docket No. 65] seeking to reject certain Executory Contracts effective as of July 23, 2025 (the "**First Omnibus Rejection Motion**") related to its manufacturing business, including Government Contracts, contracts with customers and subcontractors, that were no longer needed for the wind down of the Debtor's business. On August 8, 2025, the Bankruptcy Court entered an order [Docket No. 103] authorizing the First Omnibus Rejection Motion.

On November 3, 2025, the Debtor filed an omnibus motion [Docket No. 335] seeking to reject certain Executory Contracts effective as of November 3, 2025 (the "**Second Omnibus Rejection Motion**"), including contracts related to the operation of the Alachua Site following the sale of the Alachua Site to Strive. On November 17, 2025, the Bankruptcy Court entered an order [Docket No. 361] authorizing the Second Omnibus Rejection Motion.

On January 12, 2026, the Debtor filed an omnibus motion [Docket No. 461] seeking to reject certain Executory Contracts effective as of January 12, 2026 (the "**Third Omnibus Rejection Motion**"), including contracts related to the operation of the Alachua Site following the sale of the Alachua Site to Strive. On February 13, 2026, the Bankruptcy Court entered an order [Docket No. 543] authorizing the Third Omnibus Rejection Motion.

7. The Investigation and Standing Motion

Upon its appointment, the Committee commenced an investigation into any potential estate Claims and Causes of Action arising from the Debtor's historical operations and financing, including potential estate Claims against Resilience, or other non-Debtor affiliates, Debtor fiduciaries, and third-parties that may have improperly stripped the Debtor's Estate of substantial value (the "**Committee Investigation**"). In addition, at the direction of its Independent Director, the Debtor has also investigated certain potential Causes of Action against Resilience and shared their assessment with the Committee.

In connection with the Committee Investigation, the Committee sought discovery from both the Debtor and Resilience regarding the Debtor's assets, liabilities, and prepetition conduct. After engaging in certain informal discovery, on September 29, 2025, the Committee filed a motion [Docket No. 242] (the "**Rule 2004 Motion**") seeking authorization to conduct an examination pursuant Bankruptcy Rule 2004 and Local Rule 2004, including propounding formal document and deposition demands on the Debtor and issuing subpoenas compelling the production of documents against Resilience. Resilience and the Debtor both objected to the Rule 2004 Motion [Docket Nos. 284 & 286]. The parties ultimately resolved their disputes regarding the relief sought in the Rule 2004 Motion and the Court entered an agreed form of order on October 16, 2025 [Docket No. 300] (the "**Rule 2004 Order**"). Following entry of the Rule 2004 Order, the

Committee also sought to compel Resilience to produce the emails of certain members of its management [Docket Nos. 364 & 373]. On December 5, 2025, the Court ordered the production of such emails.

The Committee Investigation included multiple rounds of discovery, and the production of thousands of documents from the Debtor and Resilience. In addition, after the filing of the Standing Motion, the Committee issued third-party subpoenas to certain of the Debtor's Affiliates, including Resilience and certain members of its management team, regarding various alleged Causes of Action (the "**Estate Claims**"). During the settlement discussions, however, the parties agreed to pause further discovery pending approval of the Global Settlement.

Through the Committee Investigation, the Committee identified at least twenty-three (23) Estate Claims for the Estate to pursue against various Debtor fiduciaries, non-Debtor affiliates, including Resilience (collectively, the "**Proposed Defendants**"). The Estate Claims included avoidance of certain preferential and fraudulent transfers, breach of fiduciary duty claims, recharacterization, subordination or disallowance of intercompany claims, and avoidance of the Resilience Prepetition Debt Claims.

On January 21, 2026, the Committee filed the Standing Motion seeking authority to commence and prosecute the Estate Claims against the Proposed Defendants as set forth in the proposed adversary complaint (the "**Proposed Complaint**"). As discussed further below, the Standing Motion will be resolved and withdrawn as part of the Global Settlement.

8. Global Settlement

In October of 2025, discussions began in earnest regarding the terms of a global settlement between the Debtor, Resilience, and the Committee (collectively, the "**Global Settlement Parties**"). Following months of hard-fought negotiations, including following the filing of the Standing Motion, the Global Settlement Parties reached an agreement to settle all potential Claims and Causes of Actions against Resilience and certain of the Debtor's former officers and directors in exchange for valuable consideration (the "**Global Settlement**").

In furtherance of the Global Settlement, the Global Settlement Parties executed the Global Settlement Term Sheet on May 11, 2026, which provides for, among other things, the following:

- The payment by Resilience of the Resilience Settlement Contribution Amount to the Debtor and/or Liquidation Trust, as applicable, within three (3) business days of the Effective Date of the Combined Disclosure Statement and Plan;

- The Intercompany Claims (other than the Resilience Prepetition Debt Claim) shall be subordinated to all other Allowed General Unsecured Claims and shall not receive any recovery under the Combined Disclosure Statement and Plan;

- The Resilience Prepetition Debt Claim shall be allowed in full and treated as follows under the Combined Disclosure Statement and Plan:

- the Resilience General Unsecured Claim shall be an Allowed General Unsecured Claim, which shall be afforded the same treatment as, and *pari passu* with, all General Unsecured Claims; and
- the Resilience Secured Claim shall be an Allowed Secured Claim and the (i) Severance Deficiency Claim Recovery shall be contributed to the Liquidation Trust for the benefit of Holders of Allowed Severance Deficiency Claims and (ii) once Holders of Allowed Severance Deficiency Claims have been indefeasibly paid in full in Cash, the Cash Recovery Proceeds shall be contributed to the Liquidation Trust for the benefit of Holders of Allowed General Unsecured Claims that make the Cash Recovery Election;

- The payment by the Debtor and/or Liquidation Trust of the Severance Claims under the Combined Disclosure Statement and Plan;

- Resilience shall cause the Fish & Richardson Claim to be withdrawn prior to the Confirmation Hearing, and as soon as reasonably practicable following the Effective Date, subject to reconciliation, Resilience shall pay the Fish & Richardson Claim;

- The establishment of the Liquidation Trust pursuant to the Combined Disclosure Statement and Plan;

- For a period of eighteen months after the Effective Date of the Combined Disclosure Statement and Plan (subject to extension) Resilience will provide reasonable assistance to the Debtor and/or the Liquidation Trust in connection with certain wind-down services (the "**Wind-Down Services"**), including: (a) accounting services; (b) tax services; (c) human resources services; (d) information technology and documentation services; (e) insurance services; and (f) Claims reconciliation services. The framework and scope of the Wind-Down Services have been agreed to in principle in the Global Settlement Term Sheet and will be memorialized in an amended Services Agreement filed with the Plan Supplement. Critically, upon the Effective Date, Resilience will provide $100,000 of Wind-Down Services at no cost to the Debtor and/or the Liquidation Trust (the "**Services Credit**"), after which all costs of the Wind-Down Services will be borne by the Debtor and/or the Liquidation Trust in accordance with the amended Services Agreement; and

- A full and irrevocable release of the Resilience Released Parties by the Estate Releasing Parties.

Accordingly, the Global Settlement delivers significant value to General Unsecured Creditors in two different ways. *First*, the Global Settlement reduces the claims pool by over $300 million through the subordination of the Intercompany Claims and through Resilience's agreement to resolve (with no residual claim asserted against the Debtor's estate) the Harvard Claim and the

Fish & Richardson Claim.[3] *Second*, the Global Settlement provides for over $6.5 million of Cash to be funded into the Estate by Resilience, comprised of $3 million of Cash to fund Distributions and an allocation of $3.5 million from the Resilience Secured Claim to be paid to any Holders of Severance Deficiency Claims and General Unsecured Claims who make a Cash Recovery Election (*i.e.*, a Distribution to any such Holders that opt in to the third-party release provided for in the Combined Disclosure Statement and Plan).

The Global Settlement provides Holders of General Unsecured Claims with definitive distributable value, resolves the issues raised in the Standing Motion and Proposed Complaint, and eliminates the potentially value-destructive outcomes associated with litigating the Estate Claims. In other words, the Global Settlement stabilizes the Chapter 11 Case and provides a tangible, realistic path forward to finality. In addition, the Global Settlement also provides that each of the Global Settlement Parties agrees to support confirmation of the Combined Disclosure Statement and Plan, including the treatment provided to such parties provided herein. Pursuant to the Confirmation Order, the Global Settlement shall become effective upon the occurrence of the Effective Date of the Combined Disclosure Statement and Plan.

Absent approval of the Global Settlement and confirmation of this Combined Disclosure Statement and Plan, the Debtor and its Estate would likely have no viable alternative but to convert this Chapter 11 Case to chapter 7, as the Estate would lack sufficient funds to propose and confirm a plan after reserving for the payment of the Resilience Prepetition Debt Claim.

Holders of Severance Deficiency Claims and General Unsecured Claims should read the terms of the Combined Disclosure Statement and Plan closely and complete and return the "opt in" election included on a Ballot if they would like to be entitled to the Severance Deficiency Claim Recovery or the Cash Recovery Proceeds, as applicable.

9. Claims Process and Bar Date

a. Section 341(a) Meeting of Creditors

On August 12, 2025, the U.S. Trustee commenced the meeting of Creditors in the Chapter 11 Case pursuant to section 341(a) of the Bankruptcy Code. A continued meeting of Creditors was held on January 6, 2026.

b. Schedules and Statements

The Debtor Filed their Schedules with the Bankruptcy Court on August 18, 2025 [Docket Nos. 142, 143, 144]. The Debtor Filed an amended Schedule G on December 31, 2025 [Docket No. 447].

c. Bar Dates

[3] In addition, as discussed above, the DoD Lenders did not file a Proof of Claim related to the DoD Loan (noted in the First Day Declaration as being in the amount of approximately $246 million and for which the Debtor was purportedly joint and severally liable) against the Debtor's estate.

Pursuant to the Bar Date Order, the Bankruptcy Court established (i) the General Bar Date; (ii) the Governmental Bar Date; (iii) the Amended Schedules Bar Date as the later of (a) the General Bar Date or the Governmental Bar Date, as applicable to such claim, and (b) 11:59 p.m., Eastern Time, on the date that is twenty-one (21) days from the date on which the Debtor provides notice of the amendment to the Schedules; and (iv) the Rejection Damages Bar Date as the later of (i) the General Bar Date, (ii) 11:59 p.m., Eastern 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 Debtor or (B) the effective date of a rejection of any Executory Contract or Unexpired Lease (collectively, the "**Bar Dates**"). Notice of the Bar Dates was served on all potential Creditors of the Debtor's Estate on or before September 10, 2025.

C. Certain Federal Income Tax Consequences

The confirmation and execution of the Combined Disclosure Statement and Plan may have tax consequences to Holders of Claims and Equity Interests. The Debtor does not offer an opinion as to any federal, state, local or other tax consequences to Holders of Claims and Equity Interests as a result of the confirmation of the Combined Disclosure Statement and Plan. All Holders of Claims and Equity Interests are urged to consult their own tax advisors with respect to the federal, state, local and foreign tax consequences of the Combined Disclosure Statement and Plan. The Combined Disclosure Statement and Plan is not intended, and should not be construed, as legal or tax advice to any Creditor, Holder of Equity Interests, or other party in interest.

D. Alternate Plans

If the Combined Disclosure Statement and Plan is not confirmed, then the Debtor or any other party in interest could attempt to formulate a different plan. The additional costs, including, among other amounts, incremental Professional fees or asserted substantial contribution claims, all of which would constitute Administrative Expense Claims (subject to allowance thereof), however, may be so significant that one or more parties in interest could request that the Chapter 11 Case be converted to chapter 7 due to the impact of these increased costs on the Debtor's already limited funds. Accordingly, the Debtor believes that the Combined Disclosure Statement and Plan enables Creditors to realize the best return under the circumstances.

E. Best Interests Test and Liquidation Analysis

Section 1129(a)(7) of the Bankruptcy Code requires that each Holder of an Impaired Claim or Equity Interest either (a) accept the Combined Disclosure Statement and Plan or (b) receive or retain under the Combined Disclosure Statement and Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code. A hypothetical chapter 7 liquidation analysis is attached hereto as Exhibit 2. The Debtor believes that the Combined Disclosure Statement and Plan is the best alternative available to Creditors and Equity Interest Holders because the Combined Disclosure Statement and Plan provides for an orderly liquidation and distribution to certain Holders of Claims greater than those expected to be available in a hypothetical chapter 7 liquidation analysis.

As discussed in more detail in the Liquidation analysis, in the absence of the Combined Disclosure Statement and Plan, the Global Settlement will not be implemented. As set for the above, the Global Settlement, among other things, (i) provides additional sources of value for creditor recoveries in the form of the Resilience Settlement Contribution Amount and the Cash Recovery Proceeds and (ii) facilitates the resolution of certain Claims, including the Estate Claims, the Harvard Claim, the Fish & Richardson Claim and the Intercompany Claims. As a result, the Global Settlement as provided for in the Combined Disclosure Statement and Plan increases the value available for Distribution.

In addition, failure to implement the Global Settlement would likely increase litigation with Resilience which would increase Estate costs and fees, delay distributions, and introduce material uncertainty regarding both the amount of Allowed Claims and the funds available for Distribution. Furthermore, the Debtor believes that the Combined Disclosure Statement and Plan provides creditors with a degree of certainty that would not exist if the Debtor's assets were subject to liquidation outside of the Combined Disclosure Statement and Plan and eliminates the material risks on the merits of any such litigation and expenses associated with such ligation. In the event of a liquidation under chapter 7, Holders of General Unsecured Claims would likely not be entitled to any recovery unless the chapter 7 trustee pursued and was successful in litigation regarding potential Claims and Causes of Action of the Debtor, including the Estate Claims against Resilience and the other Potential Defendants.

In addition, conversion of the Chapter 11 Case to chapter 7 would require the appointment of a chapter 7 trustee, and in turn, such chapter 7 trustee's likely retention of new professionals. Therefore, the "learning curve" that the chapter 7 trustee and new professionals would be faced with comes with potential additional costs to the Estate and with a delay compared to the time of Distributions under the Combined Disclosure Statement and Plan. Furthermore, a chapter 7 trustee would be entitled to statutory fees relating to the Distributions of the already monetized Assets made to Creditors. Accordingly, a portion of the cash currently available for Distribution to Holders of Claims, including Allowed General Unsecured Claims, would instead be paid to the chapter 7 trustee.

As a result, the Debtor believes that the Estate would have fewer funds to be distributed in a hypothetical chapter 7 liquidation than would be available if the Combined Disclosure Statement and Plan is confirmed, and therefore Holders of Claims in all Impaired Classes will recover less than in the hypothetical chapter 7 case. Accordingly, the Debtor believes that the "best interest" test of section 1129 of the Bankruptcy Code is satisfied.

F. Releases

The release provisions set forth in Article XII of the Combined Disclosure Statement and Plan are an integral part of the Combined Disclosure Statement and Plan and the Global Settlement and without it, Resilience would not have executed the Global Settlement or agreed to support confirmation of the Combined Disclosure Statement and Plan. Additionally, as discussed in Article III.B.8 and based on the results of the Committee and the Debtor's investigations, the Debtor and the Committee believe the granting of the releases is appropriate and justified by the facts and circumstances of this Chapter 11 Case.

G. Certain Risk Factors to be Considered

Holders of Claims and Equity Interests should read and consider carefully the risk factors below, as well as the other information set forth in the Combined Disclosure Statement and Plan, the documents delivered together with the Combined Disclosure Statement and Plan, and the documents referred to or incorporated by reference in the Combined Disclosure Statement and Plan, before voting to accept or reject the Combined Disclosure Statement and Plan. These factors should not be regarded as constituting the only risks present in connection with the Combined Disclosure Statement and Plan and its implementation.

1. Risk Factors that May Affect the Debtor's Ability to Consummate the Combined Disclosure Statement and Plan

a. The Debtor May Not Be Able to Secure Confirmation of the Combined Disclosure Statement and Plan

As is described in greater detail in Article VI.A.3 below, section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan. While, as set forth below, the Debtor believes that the Combined Disclosure Statement and Plan complies with or will comply with all such requirements, there can be no guarantee that the Bankruptcy Court will agree.

b. Risk of Non-Occurrence of the Effective Date

Although the Debtor believes that the Effective Date will occur and may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

c. Parties May Object to the Classification of Claims and Equity Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. As is described in greater detail in Article VI.A.4 below, the Debtor believes that the classification of Claims and Equity Interests under the Combined Disclosure Statement and Plan complies with the requirements set forth in the Bankruptcy Code. Nevertheless, there can be no assurance the Bankruptcy Court will reach the same conclusion, which may impact, among other things, the *Pro Rata* recovery to Holders of Allowed General Unsecured Claims that make a Cash Recovery Election.

2. Risk Factors that May Affect Distributions Under the Combined Disclosure Statement and Plan

The estimates of Allowed Claims and recoveries for Holders of Allowed Claims set forth in the Combined Disclosure Statement and Plan are based on various assumptions. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary significantly from the estimated Claims contained in the

Combined Disclosure Statement and Plan. Moreover, the Debtor cannot determine with any certainty at this time the number or amount of Claims that will ultimately be Allowed. Moreover, the Debtor has not completed an analysis of asserted Claims and thus cannot determine with any certainty at this time the ultimate asserted amount of all Claims and how long it will take the Liquidation Trustee to reconcile such Claims and make Distributions on account of Allowed Claims. Such differences may materially and adversely affect, among other things, the recoveries to Holders of Allowed Claims under the Combined Disclosure Statement and Plan. In addition, the Liquidation Trustee's expenses are not able to be reasonably estimated and, thus excluded from current recovery estimates. Accordingly, Distributions could be reduced, by, among other things, the prior payment of fees, costs, and expenses of the Debtor or the costs of the Liquidation Trustee to administer the Combined Disclosure Statement and Plan.

IV. TREATMENT OF UNCLASSIFIED CLAIMS

A. Administrative Expense Claims

Requests for Administrative Expense Claims must be Filed by no later than the applicable Administrative Expense Bar Date. On the Effective Date or as soon thereafter as practicable, each Holder of an Allowed Administrative Expense Claim, shall receive payment in full in Cash of the Allowed amount of such Claim (as determined by settlement or Final Order of the Bankruptcy Court) or such other treatment as may be agreed upon by such Holder of an Allowed Administrative Expense Claim on the Effective Date.

B. DIP Claims

The DIP Claims have been paid in full in Cash and satisfied upon closing of the Royalty Assets Sale. The Holder of the DIP Claims shall not receive any Distributions under the Combined Disclosure Statement and Plan.

C. Professional Fee Claims

On or prior to the Effective Date, the Debtor shall establish (if not previously established) and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. Funds held in the Professional Fee Escrow Account shall not be considered property of the Estate or property of the Liquidation Trust. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Person until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fee Claims shall be paid in full, in Cash, in such amounts as are Allowed by order of the Bankruptcy Court (i) within three Business Days of the date upon which an order relating to any such Allowed Professional Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the Holder of such an Allowed Professional Fee Claim and the Debtor or the Liquidation Trust, as applicable. To the extent funds held in the Professional Fee Escrow Account are insufficient to satisfy the amount of Allowed Professional Fee Claims owing to the Debtor's Professionals, such Professionals shall have an Allowed Administrative Expense Claim for any such deficiency.

All final requests for payment of Professional Fee Claims shall be filed no later than thirty (30) days after the Effective Date. All such final requests will be subject to approval

by the Bankruptcy Court in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior orders of the Bankruptcy Court, including the Interim Compensation Order, and once approved by the Bankruptcy Court, shall be promptly paid from the Professional Fee Escrow Account up to the full Allowed amount.

D. Professional Fee Escrow Amount

The Professionals shall provide a reasonable and good-faith estimate of their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtor before and as of the Effective Date projected to be outstanding as of the Effective Date, and shall deliver such estimate to the Debtor no later than five (5) days before the anticipated Effective Date; *provided* that such estimate shall not be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of any Professional's final request for payment of Professional Fee Claims and such Professionals are not bound to any extent by the estimates. If a Professional does not provide a timely estimate, the Debtor may estimate the unpaid and unbilled fees and expenses of such Professional. The total aggregate amount so estimated as of the Effective Date shall be utilized by the Debtor to determine the amount to be funded to the Professional Fee Escrow Account.

E. Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim, if any, shall receive payment in full in Cash of the Allowed amount of such Claim (as determined by settlement or Final Order of the Bankruptcy Court) on the Effective Date or as soon thereafter as practicable, or other treatment as may be agreed upon by such Holder of an Allowed Priority Tax Claim.

F. Other Priority Claims

Other Priority Claims shall include the Severance Priority Claims (inclusive of any amounts due by the Debtor on account of taxes with respect to such Claims); *provided* that the total amount of Allowed Severance Claims shall not exceed $1,015,519.35. Each Holder of an Allowed Other Priority Claim shall receive payment in full in Cash of the Allowed amount of such Claim (as determined by settlement or Final Order of the Bankruptcy Court) on the Effective Date or as soon thereafter as practicable, or other treatment as may be agreed upon by such Holder of an Allowed Other Priority Claim.

G. Payment of Statutory Fees

Statutory Fees due and payable prior to the Effective Date shall be paid by the Debtor on the Effective Date. After the Effective Date, the Debtor and the Liquidation Trust shall be jointly and severally liable to pay any and all Statutory Fees when due and payable. The Debtor shall file all monthly operating reports relating to the time period prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Liquidation Trust shall file with the Bankruptcy Court UST Form 11-PCR reports when they become due. The Liquidation Trust shall remain obligated to pay Statutory Fees to the Office of the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The U.S. Trustee shall not be required to file any Proof

of Claim in the cases and shall not be treated as providing any release under the Combined Disclosure Statement and Plan.

V. SUMMARY OF TREATMENT OF CLAIMS AND ESTIMATED RECOVERIES

The following chart provides a summary of treatment of each Class of Claims and Equity Interests (other than Administrative Expense Claims and Priority Tax Claims) and an estimate of the recoveries of each Class.[4] The treatment provided in this chart is for informational purposes only and is qualified in its entirety by Article VII of the Combined Disclosure Statement and Plan.

Class	Estimated Allowed Claims and Equity Interests	Treatment / Voting Status	Estimated Distributable Value[5]	Estimated Recovery to Holders of Allowed Claims and Equity Interests[6]
Class 1 – Other Priority Claims	$750,000	Unimpaired / Conclusively Presumed to Accept	$750,000	100%
Class 2 – Other Secured Claims	$1,076,923	Unimpaired / Conclusively Presumed to Accept	$1,076,923	100%
Class 3 – Resilience Secured Claims	$3,549,516	Unimpaired / Conclusively Presumed to Accept	$3,549,516	100%
Class 4 – Severance Deficiency Claims	$194,839	Impaired / Entitled to Vote	$194,839	0% - 100%

[4] The amounts represent estimated Allowed Claims, and do not represent amounts actually asserted by the Creditors in Proofs of Claim or otherwise. The Debtor has not completed its analysis of Claims in the Chapter 11 Case and objections, if any, to such Claims have not been fully litigated. Therefore, there can be no assurances of the exact amount of the Allowed Claims at this time. Rather, the actual amount of the Allowed Claims may be more or less than estimated.

[5] The estimated value of distributable Assets is based upon several factors, including, without limitation, the ultimate amount of Allowed Claims that are senior in priority to Allowed General Unsecured Claims and the amount of Liquidation Trust Expenses. Thus, the actual value of distributable Assets may be higher or lower than projected herein.

[6] The estimated percentage recovery is based upon, among other things, an estimate of the Allowed Claims in the Chapter 11 Case. As set forth above, the actual amount of the Allowed Claims may be more or less than estimated. Thus, the actual recoveries may be higher or lower than projected herein depending upon, among other things, the amounts and priorities of Claims that are actually Allowed by the Bankruptcy Court.

Class	Estimated Allowed Claims and Equity Interests	Treatment / Voting Status	Estimated Distributable Value[5]	Estimated Recovery to Holders of Allowed Claims and Equity Interests[6]
Class 5 - General Unsecured Claims	$150,039,285[7]	Impaired / Entitled to Vote	$1,448,489 (excludes the Cash Recovery Proceeds)	1-2%
	$28,782,055[8]	Impaired / Entitled to Vote	$3,632,541 (includes the Cash Recovery Proceeds)	12-14%[9]
Class 6 – Subordinated Claims	$0	Impaired / Deemed to Reject	$0	0%
Class 7 – Intercompany Claims	$116,663,335	Impaired / Deemed to Reject	$0	0%
Class 8 – Equity Interests	N/A	Impaired / Deemed to Reject	$0	0%

VI. CONFIRMATION AND VOTING PROCEDURES

A. Confirmation Procedure

1. Disclosure Statement Hearing

On June 5, 2026, the Bankruptcy Court entered an Order [Docket No. 691] (the "**Conditional Approval and Procedures Order**") conditionally approving the Combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtor to solicit the Combined Disclosure Statement and Plan. The Confirmation Hearing has been scheduled for **July 21, 2026 at 10:00 a.m. (prevailing Eastern Time)** to consider (a) final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (b) confirmation of the Combined Disclosure Statement and Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be

[7] The estimated amount of Allowed General Unsecured Claims only includes the Resilience General Unsecured Claim and the DoD Claims.

[8] The estimated amount of Allowed General Unsecured Claims assumes all Allowed General Unsecured Claims (other than the Resilience General Unsecured Claim and the DoD Claims) makes a Cash Recovery Election.

[9] The estimated percentage of recovery of Allowed General Unsecured Claims assumes that all Holders of Allowed General Unsecured Claims opts into the releases and receives a *pro rata* portion of the Cash Recovery Proceeds. The actual recoveries may be higher than projected herein depending the number of Holders who make a Cash Recovery Election.

adjourned from time to time by the Debtor without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by Filing a notice with the Bankruptcy Court.

2. Procedure for Objections

Any objection to final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and/or confirmation of the Combined Disclosure Statement and Plan must be made in writing and Filed with the Bankruptcy Court by no later than **July 9, 2026 at 4:00 p.m. (prevailing Eastern Time)** and be served on the following parties: (a) counsel to the Debtor: Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Michael J. Merchant (merchant@rlf.com) and Amanda R. Steele (steele@rlf.com); (b) counsel to the Committee, (i) Robinson & Cole LLP, 1201 N. Market Street, Suite 1406, Wilmington, Delaware 19801, Attn: Natalie D. Ramsey (nramsey@rc.com) and Laurie A. Krepto (lkrepto@rc.com) and (ii) Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018, Attn: Alexander J. Nicas (anicas@goodwinlaw.com) and Howard S. Steel (hsteel@goodwinlaw.com); (c) counsel to Resilience: Kirkland & Ellis LLP, 601 Lexington, Avenue, New York, NY 10022, Attn: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com) and Jimmy Ryan (jimmy.ryan@kirkland.com) and Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, IL 60654, Attn: Anup Sathy, P.C. (anup.sathy@kirkland.com)and (d) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov). **Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court at the Confirmation Hearing.**

3. Requirements for Confirmation

The Bankruptcy Court will confirm the Combined Disclosure Statement and Plan only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among the requirements for confirmation in the Chapter 11 Case is that the Combined Disclosure Statement and Plan be: (i) accepted by all Impaired Classes of Claims and Equity Interests or, if rejected by an Impaired Class, that the Combined Disclosure Statement and Plan "does not discriminate unfairly" against, and is "fair and equitable" with respect to, such Class; and (ii) feasible. The Bankruptcy Court must also find that:

a. the Combined Disclosure Statement and Plan has classified Claims and Equity Interests in a permissible manner;

b. the Combined Disclosure Statement and Plan complies with the technical requirements of Chapter 11 of the Bankruptcy Code; and

c. the Combined Disclosure Statement and Plan has been proposed in good faith.

The Debtor believes that the Combined Disclosure Statement and Plan complies, or will comply, with all such requirements.

4. Classification of Claims and Equity Interests

Section 1122 of the Bankruptcy Code requires the Combined Disclosure Statement and Plan to place a Claim or Equity Interest in a particular Class only if such Claim or Equity Interest is substantially similar to the other Claims or Equity Interests in such class. The Combined Disclosure Statement and Plan creates separate Classes to deal respectively with Secured Claims, General Unsecured Claims and Equity Interests. The Debtor believes that the Combined Disclosure Statement and Plan's classifications place substantially similar Claims or Equity Interests in the same Class and thus, meet the requirements of section 1122 of the Bankruptcy Code. Further, the Debtor believes that there is sound legal and factual basis for separately classifying the Claims in Class 5 (General Unsecured Claims) from the Claims in Class 4 (Severance Deficiency Claims).

With respect to the separate classification of Claims in Class 4 (Severance Deficiency Claims), the separate classification and treatment of such Claims is a result of the terms of the Global Settlement, including the treatment and mechanism for payment of such Claims. The Severance Deficiency Claims are statutorily created claims resulting from the implications of the statutory cap placed on such Claims under the Bankruptcy Code. Thus, the Debtor believes that the legal attributes of the Class 4 (Severance Deficiency Claims) are distinct from the Class 5 (General Unsecured Claims), and separate classification of the Claims meets the requirements under section 1122 of the Bankruptcy Code.

5. Impaired Claims or Equity Interests

Pursuant to section 1126 of the Bankruptcy Code, only the Holders of Claims in Classes Impaired by the Combined Disclosure Statement and Plan and receiving a payment or Distribution under the Combined Disclosure Statement and Plan may vote on the Combined Disclosure Statement and Plan. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims may be Impaired if the Combined Disclosure Statement and Plan alters the legal, equitable, or contractual rights of the Holders of such Claims or Equity Interests treated in such Class. The Holders of Claims not Impaired by the Combined Disclosure Statement and Plan are conclusively presumed to accept the Combined Disclosure Statement and Plan and do not have the right to vote on the Combined Disclosure Statement and Plan. The Holders of Claims or Equity Interests in any Class which will not receive any payment or Distribution or retain any property pursuant to the Combined Disclosure Statement and Plan are deemed to reject the Combined Disclosure Statement and Plan and do not have the right to vote. Finally, the Holders of Claims or Equity Interests whose Claims or Equity Interests are not classified under the Combined Disclosure Statement and Plan are not entitled to vote on the Combined Disclosure Statement and Plan.

6. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan shall 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 such liquidation or reorganization is proposed in the Combined Disclosure Statement and Plan). Because the Combined Disclosure Statement and Plan proposes a liquidation or other disposition of all of the Debtor's Assets, for purposes of this test, the Debtor has analyzed the ability of the Debtor and Liquidation Trust, as applicable, to

meet their respective obligations under the Combined Disclosure Statement and Plan. Based on the Debtor's analysis to date, the Debtor expects that the Debtor and the Liquidation Trust will have sufficient Assets to accomplish their respective obligations under the Combined Disclosure Statement and Plan. Therefore, the Debtor believes that the liquidation pursuant to the Combined Disclosure Statement and Plan will meet the feasibility requirements of the Bankruptcy Code.

7. Eligibility to Vote on the Combined Disclosure Statement and Plan

Unless otherwise ordered by the Bankruptcy Court, only Holders of Allowed Claims in Classes 4 and 5 may vote on the Combined Disclosure Statement and Plan. Further, subject to the tabulation procedures that were approved by the Conditional Approval and Procedures Order, in order to vote on the Combined Disclosure Statement and Plan, you must hold an Allowed Claim in Class 4 and 5 or be the Holder of a Claim that has been temporarily Allowed for voting purposes only pursuant to the approved tabulation procedures or under Bankruptcy Rule 3018(a).

8. Confirmation Hearing Notice

All Holders of Allowed General Unsecured Claims in Classes 4 and 5 will receive (i) notice of the Confirmation Hearing on the Combined Disclosure Statement and Plan (the "**Confirmation Hearing Notice**") (ii) the Confirmation Order; (iii) a QR code that provides electronic access to the Debtor's website page containing the Combined Disclosure Statement and Plan; (iv) a letter from the Committee recommending that the Holders of General Unsecured Claims vote to accept the Combined Disclosure Statement and Plan; (v) an appropriate Ballot with a pre-addressed stamped return envelope and (vi) an opt in election that shall be included on the Ballot. All other Creditors and parties in interest not entitled to vote on the Combined Disclosure Statement and Plan will receive (i) the Confirmation Hearing Notice; (ii) the applicable Notice of Non-Voting Status, which includes a QR code that provides electronic access to the Debtor's website page containing the Combined Disclosure Statement and Plan; and (iii) an opt in form.

9. Procedure/Voting Deadlines

In order for your Ballot to count, you must (1) complete, date, and properly execute the Ballot and (2) properly deliver the Ballot to the Claims and Noticing Agent by either (a) mailing the Ballot to the Claims and Noticing Agent at the following address: Alachua Government Services, Inc., c/o Epiq Ballot Processing, P.O. Box 4422, Beaverton, OR 97076-4422; or (b) uploading the Ballot on the Claims and Noticing Agent's website at https://dm.epiq11.com/alachuagov.

Ballots sent by e-mail or facsimile transmission are not permitted and will not be counted.

Ballots must be submitted electronically, or the Claims and Noticing Agent must actually receive physical, original Ballots by mail or overnight delivery, on or before **July 9, 2026** (the "**Voting Deadline**"). Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, you may not change your vote once a Ballot is submitted electronically or the Claims and Noticing Agent receives your original paper Ballot.

Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, any Ballot that is timely and properly submitted electronically or received physically will be counted and will be deemed to be cast as an acceptance, rejection or abstention, as the case may be, of the Combined Disclosure Statement and Plan.

10. Acceptance of the Combined Disclosure Statement and Plan

As a Creditor, your acceptance of the Combined Disclosure Statement and Plan is important. In order for the Combined Disclosure Statement and Plan to be accepted by an Impaired Class of Claims, a majority in number (*i.e.*, more than half) and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept the Combined Disclosure Statement and Plan. At least one Impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Combined Disclosure Statement and Plan. The Debtor urges that you vote to accept the Combined Disclosure Statement and Plan. **YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY RETURN THE BALLOT. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND, IF NECESSARY, LEGIBLY IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE CREDITOR.**

11. Elimination of Vacant Classes; Presumed Acceptance by Non-Voting Classes

Any Class of Claims or Equity Interests that does not contain, as of the date of commencement of the Confirmation Hearing, a Holder of an Allowed Claim or Equity Interest, or a Holder of a Claim temporarily allowed under Bankruptcy Rule 3018, shall be deemed deleted from the Combined Disclosure Statement and Plan for all purposes, including for purposes of determining acceptance of the Combined Disclosure Statement and Plan by such Class under section 1129(a)(8) of the Bankruptcy Code. If a Class contains Claims or Equity Interests eligible to vote and no Holders of Claims or Equity Interests eligible to vote in such Class vote to accept or reject the Combined Disclosure Statement and Plan, the Holders of such Claims or Equity Interests in such Class shall be deemed to have accepted the Combined Disclosure Statement and Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

VII. CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Claims and Equity Interests (other than Administrative Expense Claims and Priority Tax Claims) are classified for all purposes, including voting, confirmation and Distribution pursuant to the Combined Disclosure Statement and Plan, as follows:

Class	Type	Status under Plan	Voting Status
1	Other Priority Claims	Unimpaired	Conclusively Presumed to Accept
2	Other Secured Claims	Unimpaired	Conclusively Presumed to Accept

Class	Type	Status under Plan	Voting Status
3	Resilience Secured Claims	Unimpaired	Conclusively Presumed to Accept
4	Severance Deficiency Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Subordinated Claims	Impaired	Deemed to Reject
7	Intercompany Claims	Impaired	Deemed to Reject
8	Equity Interests	Impaired	Deemed to Reject

VIII. TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Treatment of Claims

1. Class 1 – Other Priority Claims

a. Classification

Class 1 consists of Other Priority Claims, which includes Allowed Severance Priority Claims.

b. Treatment

On the Effective Date or as soon thereafter as is reasonably practical, or on the date such Claim becomes an Allowed Other Priority Claim or as soon thereafter as is reasonably practical, each Holder of an Allowed Other Priority Claim shall receive payment in full in Cash of the Allowed amount of such Claim (as determined by settlement or Final Order of the Bankruptcy Court) or such other treatment as may be agreed upon by such Holder and the Debtor.

c. Impairment and Voting

Class 1 is Unimpaired by the Combined Disclosure Statement and Plan. Holders of Class 1 Allowed Other Priority Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan and therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

2. Class 2 – Other Secured Claims

a. Classification

Class 2 consists of all Other Secured Claims.

b. Treatment

On the Effective Date or as soon thereafter as is reasonably practical, or on the date such Claim becomes an Allowed Other Secured Claim or as soon thereafter as is reasonably practical, each Holder of an Allowed Other Secured Claim shall receive either: (a) such treatment as such Holder agrees, or (b) at the Debtor's option, (i) payment in full in Cash of such Holder's Allowed Other Secured Claim; (ii) the collateral securing such Holder's Allowed Other Secured Claim; or (iii) such other treatment rendering such Holder's Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

c. Impairment and Voting

Class 2 is Unimpaired by the Combined Disclosure Statement and Plan. Holders of Class 2 Other Secured Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan and therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

3. Class 3 – Resilience Secured Claims

a. Classification

Class 3 consists of the Resilience Secured Claims.

b. Treatment

2. The Holder of the Resilience Secured Claims shall have an Allowed Claim in the amount of $3,549,516.36 on account of principal and interest accrued. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of and in exchange for the Resilience Secured Claims, the Holder of the Allowed Resilience Secured Claims shall, in accordance with the Global Settlement and Global Settlement Term Sheet, receive payment in full in Cash in the amount equal to the Allowed Resilience Secured Claims. Upon the Effective Date, the Holder of the Allowed Resilience Secured Claims shall immediately contribute the proceeds of the Distribution on account of the Allowed Resilience Secured Claims to the Liquidation Trust, and the Liquidation Trustee shall direct the Liquidation Trust to distribute such proceeds to fund: (i) the Severance Deficiency Claim Recovery Reserve and (ii) the Cash Recovery Proceeds Reserve, *provided* that all amounts remaining after satisfaction of the Allowed Severance Deficiency Claims from the Severance Deficiency Claim Recovery Reserve shall be distributed to the Holder of the Resilience Secured Claim.

a. Impairment and Voting

Class 3 is Unimpaired by the Combined Disclosure Statement and Plan. The Holder of Class 3 Resilience Secured Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan and therefore, is not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

2. Class 4 – Severance Deficiency Claims

a. Classification

Class 4 consists of Severance Deficiency Claims.

b. Treatment

Except to the extent that a Holder of a Severance Deficiency Claim agrees to a less favorable or different treatment, on, or as soon as reasonably practicable after, the later of the Effective Date or the date such Severance Deficiency Claim becomes an Allowed Severance Deficiency Claim, each Holder of an Allowed Severance Deficiency Claim that makes a Cash Recovery Election shall receive, in full and final satisfaction, settlement, and release, and in exchange for, such Severance Deficiency Claim, the Severance Deficiency Claim Recovery. If a Holder of an Allowed Severance Deficiency Claim fails to make a Cash Recovery Election then such Claim shall receive the treatment afforded to Class 5 General Unsecured Claims that have failed to make a Cash Recovery Election (and for the avoidance of doubt shall not receive any Liquidation Trust Series B Interests).

c. Impairment and Voting

Class 4 is Impaired by the Combined Disclosure Statement and Plan. Holders of Class 4 Severance Deficiency Claims are entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

3. Class 5 –General Unsecured Claims

a. Classification

Class 5 consists of General Unsecured Claims.

b. Treatment

Except to the extent that a Holder of a General Unsecured Claim agrees to a less favorable or different treatment, on, or as soon as reasonably practicable after, the later of the Effective Date or the date such General Unsecured Claim becomes an Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement, and release, and in exchange for such Allowed General Unsecured Claim:

a. its *Pro Rata* share of the Liquidation Trust Series A Interests; and

b. each Holder of an Allowed General Unsecured Claim that makes the Cash Recovery Election shall also receive its *Pro Rata* share of the Liquidation Trust Series B Interests.

c. Impairment and Voting

Class 5 is Impaired. Allowed General Unsecured Claims in Class 5 are entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

4. Class 6 – Subordinated Claims

a. Classification

Class 6 consists of the Subordinated Claims.

b. Treatment

Subordinated Claims are subordinated pursuant to this Combined Disclosure Statement and Plan and section 510 of the Bankruptcy Code. The Holders of Subordinated Claims against the Debtor shall not receive or retain any property under this Combined Disclosure Statement and Plan on account of such Claims.

c. Impairment and Voting

Class 6 is Impaired. Holders of Subordinated Claims in Class 6 are deemed to have rejected the Combined Disclosure Statement and Plan and therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

5. Class 7 – Intercompany Claims

a. Classification

Class 7 consists of the Intercompany Claims.

b. Treatment

On the Effective Date, all Intercompany Claims shall be cancelled and released without any Distribution or retention of any property on account of such Intercompany Claims.

c. Impairment and Voting

Class 7 is Impaired. Holders of Intercompany Claims in Class 7 are deemed to have rejected the Combined Disclosure Statement and Plan and therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

6. Class 8 – Equity Interests

a. Classification

Class 8 consists of Equity Interests in the Debtor.

b. Treatment

On the Effective Date, all Equity Interests in the Debtor shall be cancelled and released without any Distribution or retention of any property on account of such Equity Interests.

c. Impairment and Voting

Class 8 is Impaired. Holders of Equity Interests in Class 8 are deemed to have rejected the Combined Disclosure Statement and Plan and therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

B. Modification of Treatment of Claims and Equity Interests

The Debtor and Liquidation Trust reserve the right to modify the treatment of any Allowed Claim or Equity Interest in any manner adverse only to the Holder of such Claim or Equity Interest at any time after the Effective Date upon the consent of the Holder of the Claim or Equity Interest whose Allowed Claim or Equity Interest, as the case may be, is being adversely affected.

C. Cramdown and No Unfair Discrimination

In the event that any Impaired Class of Claims or Equity Interests rejects the Combined Disclosure Statement and Plan or is deemed to have rejected the Combined Disclosure Statement and Plan, the Debtor hereby requests, without any delay in the occurrence of the Confirmation Hearing or Effective Date, that the Bankruptcy Court confirm the Combined Disclosure Statement and Plan in accordance with section 1129(b) of the Bankruptcy Code with respect to such non-accepting Class, in which case the Combined Disclosure Statement and Plan shall constitute a motion for such relief.

Confirming the Combined Disclosure Statement and Plan under such a circumstance is what is known as a "cramdown." Among other things, a "cramdown" is appropriate where the Bankruptcy Court finds that such plan does not unfairly discriminate against the objecting classes and is fair and equitable with respect to those objecting classes. A plan unfairly discriminates against a class if another class of equal rank in priority will receive greater value under the Combined Disclosure Statement and Plan than the non-accepting class without reasonable justification. A plan is fair and equitable if no claim or interest junior to the objecting class shall receive or retain any claim or interest under the Combined Disclosure Statement and Plan.

IX. PROVISIONS REGARDING THE LIQUIDATION TRUST

A. Appointment of the Liquidation Trustee

The initial Liquidation Trustee shall be selected by the Committee. The appointment of the Liquidation Trustee shall be approved in the Confirmation Order, and the Liquidation Trustee's duties shall commence as of the Effective Date, unless otherwise specified in the Confirmation Order. The Liquidation Trustee 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. On the Effective Date, all Liquidation Trust Beneficiaries of the Liquidation Trust shall be deemed to have ratified and become bound by the terms and conditions of the Liquidation Trust Agreement. In the event that the Liquidation Trustee resigns or is removed, terminated, or otherwise unable to serve as Liquidation Trustee, then successors shall be appointed as set forth in the Liquidation Trust Agreement. Any successor Liquidation Trustee appointed shall be bound by and comply with the terms of the Combined Disclosure Statement and Plan, the Confirmation Order, and the Liquidation Trust Agreement.

Following the Effective Date, the Liquidation Trustee shall also be, and shall enjoy the powers of, the Debtor's authorized representative for all purposes, including, without limitation, section 1123 of the Bankruptcy Code. No further proof of such power shall be necessary or required.

B. Creation of the Liquidation Trust

On the Effective Date, the Liquidation Trustee shall sign the Liquidation Trust Agreement and, in his, her, or its capacity as Liquidation Trustee, accept all Liquidation Trust Assets, and be authorized to obtain, collect, seek the turnover of, liquidate, and collect all of the Liquidation Trust Assets not in its possession or control. The Liquidation Trust will then be created and effective without any further action by the Bankruptcy Court or any Person as of the Effective Date. The Liquidation Trust shall be established for the primary purpose of liquidating the Liquidation Trust Assets and making Distributions in accordance with the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement, with no objective to continue or engage in the conduct of a trade or business, except only in the event and to the extent necessary to, and consistent with, the liquidating purpose of the Liquidation Trust. After the Effective Date, the Liquidation Trust Agreement may be amended in accordance with its terms without further Order of the Bankruptcy Court. The Liquidation Trust shall be deemed to be substituted as the party-in-lieu of the Debtor in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forum, or administrative proceedings outside of the Bankruptcy Court, in each case without the requirement or need for the Liquidation Trustee to file motions or substitutions of parties or counsel in each such matter.

C. Liquidation Trust Beneficiaries

The Holders of Allowed General Unsecured Claims entitled to Distributions hereunder shall be the Liquidation Trust Beneficiaries and shall be bound by the Liquidation Trust Agreement. The interests of the Liquidation Trust Beneficiaries in the Liquidation Trust shall be uncertificated and transferable in accordance with the terms set forth in the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement.

D. Vesting and Transfer of the Liquidation Trust Assets to the Liquidation Trust

The Liquidation Trust shall be funded with the Liquidation Trust Assets. Notwithstanding any prohibition of assignability under non-bankruptcy law, on the Effective Date and periodically thereafter, if additional Liquidation Trust Assets become available, the Debtor shall be deemed, subject to the terms of the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement, to have automatically transferred to the Liquidation Trust all of its right, title, and interest in and to all of the Liquidation Trust Assets in accordance with section 1141 of the Bankruptcy Code. All such Liquidation Trust Assets shall automatically vest in the Liquidation Trust free and clear of all Claims, Liens, and other interests, subject only to the Allowed Claims set forth in the Combined Disclosure Statement and Plan and the Liquidation Trust Expenses, as set forth in the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement. Thereupon, the Debtor shall have no interest in or with respect to the Liquidation Trust Assets or the Liquidation Trust.

E. Distributions from the Liquidation Trust

Distributions from the Liquidation Trust shall be made in accordance with the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement.

F. Liquidation Trust Expenses

The Liquidation Trust Expenses shall be paid from the Liquidation Trust Assets.

G. Certain Powers and Duties of the Liquidation Trust and Liquidation Trustee

1. General Powers of the Liquidation Trustee

The Liquidation Trustee shall have, and enjoy the powers of, the Debtor's authorized representative for all purposes and shall have the power and authority to perform the acts described in the Liquidation Trust Agreement (subject to approval by the Bankruptcy Court where applicable), in addition to any powers granted by law or conferred to it by any other provision of the Combined Disclosure Statement and Plan, including without limitation any set forth herein; *provided, however*, that enumeration of the following powers shall not be considered in any way to limit or control the power and authority of the Liquidation Trustee to act as specifically authorized by any other provision of the Combined Disclosure Statement and Plan, the Liquidation Trust Agreement, and/or any applicable law, and to act in such manner as the Liquidation Trustee may deem necessary or appropriate, including, without limitation, to discharge all obligations assumed by the Liquidation Trustee or provided herein, to conserve and protect the Liquidation Trust and the Liquidation Trust Assets, or to confer on the Liquidation Trust Beneficiaries and the Holders of Allowed Claims the benefits intended to be conferred upon them by the Combined Disclosure Statement and Plan. The powers, rights, and responsibilities of the Liquidation Trustee shall be specified in the Liquidation Trust Agreement and shall include the authority, power, and responsibility to: (a) receive, manage, invest, supervise, and protect Liquidation Trust Assets; (b) pay taxes or other obligations incurred by the Liquidation Trust and the Debtor; (c) issue to employees or other Persons, and/or file with the appropriate Governmental Units, applicable tax and wage returns and forms on behalf of the Liquidation Trust and the Debtor; (d) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution, and Distribution of Liquidation Trust Assets; (e) calculate and implement Distributions of Liquidation Trust Assets; (f) investigate, prosecute, compromise, and settle, in accordance with the specific terms of the Liquidation Trust Agreement and without further order of the Bankruptcy Court, the Claims and Causes of Action vested in the Liquidation Trust, as set forth in the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement; (g) resolve issues involving Claims and Equity Interests in accordance with the Combined Disclosure Statement and Plan without any further notice to or action, order, or approval by the Bankruptcy Court; (h) undertake all administrative functions of the Chapter 11 Case, including the payment of Statutory Fees incurred post-Effective Date with respect to distributions from the Liquidation Trust and the ultimate closing of the Chapter 11 Case and dissolution of the Debtor; (i) exercise rights under the amended Services Agreement; and (j) take such other action as may be vested in or assumed by the Liquidation Trustee consistent with the Combined Disclosure Statement and Plan, the

Liquidation Trust Agreement, and any applicable Orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of the Combined Disclosure Statement and Plan.

2. Books and Records

On the Effective Date, the Liquidation Trust shall: (a) take possession of all books, records, and files of the Debtor and the Estate that were not sold and transferred in connection with the Sale Transactions and that relate to the operation and business of the Liquidation Trust; and (b) provide for the retention and storage of such books, records, and files until such time as the Liquidation Trustee determines, in accordance with the Liquidation Trust Agreement, that retention of the same is no longer necessary or beneficial. The transfer of any such documents and information will be without waiver of any evidentiary privileges, including, without limitation, the attorney-client privilege, work-product privilege or other privilege or immunity attaching to any such documents or information (whether written or oral), and all such privileges shall vest in the Liquidation Trust. The Combined Disclosure Statement and Plan will be considered a motion pursuant to sections 105 and 363 of the Bankruptcy Code for such relief.

3. Investments of Cash

The Liquidation Trust may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by section 345 of the Bankruptcy Code or in other prudent investments; *provided, however*, that such investments are permitted to be made by a Liquidation Trust within the meaning of Treasury Regulation Section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

H. United States Federal Income Tax Treatment of the Liquidation Trust for the Liquidation Trust Assets

For federal income tax purposes, it is intended that the Liquidation Trust be classified as a "liquidating trust" under Section 301.7701-4 of the Treasury regulations and that the trust be owned by its Liquidation Trust Beneficiaries. Accordingly, for federal income tax purposes, it is intended that the Liquidation Trust Beneficiaries be treated as if they had received a Distribution from the Estate of an undivided interest in the Liquidation Trust Assets (to the extent of the value of their respective share in the applicable Liquidation Trust Assets) and then contributed such interests to the Liquidation Trust, and the Liquidation Trust Beneficiaries will be treated as the grantors and owners thereof.

The Liquidation Trustee shall be responsible for filing all federal, state, and local tax returns for the Liquidation Trust and for the Debtor. The Liquidation Trust shall comply with all withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all Distributions made by the Liquidation Trust shall be subject to any such withholding and reporting requirements. The Liquidation Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements including, without limitation, requiring that, as a condition to the receipt of a Distribution, the Holder of an Allowed Claim complete the appropriate IRS Form W-8 or IRS Form W-9, as applicable to each Holder. Notwithstanding any other provision of the Combined Disclosure Statement and Plan, (a) each Holder of an Allowed Claim that is to receive a Distribution from a

Liquidation Trust 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 and other tax obligations, on account of such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder under the Combined Disclosure Statement and Plan unless and until such Holder has made arrangements satisfactory to the Liquidation Trustee to allow it to comply with its tax withholding and reporting requirements. Any property to be distributed by the Liquidation Trust shall, pending the implementation of such arrangements, be treated as an undeliverable Distribution to be held by the Liquidation Trustee, as the case may be, until such time as Liquidation Trustee is satisfied with the Holder's arrangements for any withholding tax obligations.

I. Term of Liquidation Trust

The Liquidation Trust will terminate on the earlier of the: (a) final liquidation, administration, and Distribution of the Liquidation Trust Assets in accordance with the terms of the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement, and its full performance of all other duties and functions as set forth in the Combined Disclosure Statement and Plan or the Liquidation Trust Agreement; and (b) the fifth anniversary of the Effective Date. Notwithstanding the foregoing, multiple fixed term extensions can be obtained so long as Bankruptcy Court approval is obtained within six months before the expiration of the term of the Liquidation Trust and each extended term provided that any further extension would not adversely affect the status of the Liquidation Trust as a "liquidating trust" within the meaning of section 301.7701-4(d) of the Treasury Regulations for federal income tax purposes. After (a) the final Distributions pursuant to the Combined Disclosure Statement and Plan, (b) the Filing by or on behalf of the Liquidation Trust of a certification of dissolution with the Bankruptcy Court, and (c) any other action deemed appropriate by the Liquidation Trustees, the Liquidation Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions.

J. Limitation of Liability of the Liquidation Trustee; Indemnification

The Liquidation Trust shall indemnify the Liquidation Trustee, its employees, employers, designees, or professionals, or any of its duly designated agents or representatives (each, a "**Liquidation Trust Party**") against any losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims that any Liquidation Trust Party may incur or sustain by reason of being or having been a Liquidation Trust Party for performing any functions incidental to such service; *provided, however*, the foregoing shall not relieve any Liquidation Trust Party from liability for bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and, as required under rule 1.8(h)(1) of the Delaware Lawyers' Rules of Professional Conduct.

X. PROVISIONS GOVERNING DISTRIBUTIONS UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN

A. Method of Payment

Unless otherwise expressly agreed in writing, all Cash payments to be made pursuant to the Combined Disclosure Statement and Plan shall be made by check drawn on a domestic bank or an electronic wire.

B. Objections to and Resolution of Claims

Except as set forth in Article IX.G.1 hereof, the Liquidation Trustee shall have the: (i) right to file objections and/or motions to estimate any and all Claims after the Effective Date; (ii) authority to compromise, settle, otherwise resolve, or withdraw any objections, without further notice to or action, Order, or approval of the Bankruptcy Court; and (iii) authority to resolve and settle any and all Claims and cause the claims register to be modified to reflect any such resolutions without further notice to or action, Order, or approval of the Bankruptcy Court.

C. Claims Objection Deadline

The Liquidation Trustee (subject to the limitations set forth in Article IX.G.1 hereof), and any other party in interest to the extent permitted pursuant to section 502(a) of the Bankruptcy Code, shall file and serve any objection to any Claims, including Administrative Expense Claims, no later than the Claims Objection Deadline; *provided*, *however*, the Claims Objection Deadline may be extended by the Bankruptcy Court from time to time upon motion and notice by the Liquidation Trustee. Notice of any motion for an Order extending the Claims Objection Deadline shall required to be given only to those Entities that have requested notice in this Chapter 11 Case, or to such Entities as the Bankruptcy Court shall order.

D. No Distribution Pending Allowance

Notwithstanding any other provision of the Combined Disclosure Statement and Plan, no payment or Distribution of Cash or other property shall be made with respect to any portion of a Disputed Claim unless and until all objections to such Claim are resolved by Final Order or as otherwise permitted by the Combined Disclosure Statement and Plan.

The Liquidation Trustee is authorized to establish one or more Cash reserves for the benefit of Holders of Disputed General Unsecured Claims pending a determination of their entitlement thereto under the terms of the Combined Disclosure Statement and Plan.

E. Claims Reserve

Prior to or on the Effective Date, the Debtor or the Liquidation Trustee, as applicable, shall establish the Claims Reserve. The amount of the Claims Reserve shall be determined by the Debtor in consultation with the Committee. Amounts in the Claims Reserve shall be held in trust for the benefit of Holders of Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, and Other Secured Claims pending determination of such Holder's entitlement thereto.

F. Distribution After Allowance

Except as provided herein, within the later of (a) seven Business Days after such Claim becomes an Allowed Claim and (b) thirty calendar days after the expiration of the Claims Objection Deadline, or in either such case as soon thereafter as is practicable, the Liquidation Trustee shall distribute all Cash or other property to which a Holder of an Allowed Claim is then entitled.

G. Adjustments to Claims Without Objection

After the Effective Date, any Claim that has been paid or satisfied may be marked as satisfied, adjusted, or expunged on the register of Claims in the Chapter 11 Case by the Claims and Noticing Agent at the direction of the Liquidation Trustee upon providing notice to the affected Creditor with an opportunity to object.

H. Distribution Record Date

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the Holders of those Claims for all purposes. The Liquidation Trustee shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any Distribution with respect to any Claim, the Liquidation Trustee shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the Proof of Claim Filed with respect thereto or on the Schedules as the Holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that are actually known to the Liquidation Trustee as of the Distribution Record Date.

I. Delivery of Distributions

Except as provided herein, Distributions to Holders of Allowed Claims shall be made: (a) at the addresses set forth on the respective Proofs of Claim Filed by such Holders; (b) at the addresses set forth in any written notices of address changes delivered to the Liquidation Trustee after the date of any related Proof of Claim; or (c) at the address reflected in the Schedules if no Proof of Claim is Filed and the Liquidation Trustee has not received a written notice of a change of address.

If the Distribution to the Holder of any Claim is returned to the Liquidation Trustee as undeliverable, no further Distribution shall be made to such Holder unless and until the Liquidation Trustee is notified in writing of such Holder's then current address. Undeliverable Distributions shall remain in the possession of the Liquidation Trustee until the earlier of (a) such time as a Distribution becomes deliverable or (b) such undeliverable Distribution becomes an Unclaimed Distribution.

Until such time as an undeliverable Distribution becomes an Unclaimed Distribution, within thirty days after the end of each calendar quarter following the Effective Date, or upon such other interval as the Bankruptcy Court may Order, but in any event no less frequently

than annually, the Liquidation Trustee shall make Distributions of all Cash and property that has become deliverable during the preceding quarter.

The Liquidation Trustee shall make reasonable efforts to update or correct contact information for recipients of undeliverable Distributions; *provided*, *however*, nothing contained in the Combined Disclosure Statement and Plan shall require the Liquidation Trustee to locate any Holder or an Allowed Claim.

J. Unclaimed Distributions

Any Cash or other property to be Distributed under the Combined Disclosure Statement and Plan shall revert to the Liquidation Trust, as applicable, if it is not claimed by the Entity on or before the Unclaimed Distribution Deadline. If such Cash or other property is not claimed on or before the Unclaimed Distribution Deadline, then the Distribution made to such Entity shall be deemed to be reduced to zero.

K. *De Minimis* Distributions

The Liquidation Trustee shall not distribute cash to the Holder of an Allowed Claim in an Impaired Class if the amount of Cash to be distributed on account of such Claim is less than $50.00 in the aggregate. Any Holder of an Allowed Claim on account of which the amount of Cash to be distributed is less than $50.00 in the aggregate will be forever barred from asserting its Claim for such distribution against the Liquidation Trustee or its property. Any Cash not distributed pursuant to this Article X.K of the Combined Disclosure Statement and Plan will be the property of the Estate.

L. Setoff

The Debtor or the Liquidation Trustee, as the case may be, each retain the right to reduce any Claim by way of setoff in accordance with the Debtor's books and records.

M. Postpetition Interest

Interest shall not accrue on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date. No prepetition Claim shall be Allowed to the extent it is for postpetition interest or other similar charges, except to the extent permitted for Holders of Secured Claims under section 506(b) of the Bankruptcy Code.

N. Allocation of Distributions Between Principal and Interest

For Distributions in respect of Allowed Claims, to the extent that any such Allowed Claim entitled to a Distribution under the Combined Disclosure Statement and Plan is comprised of indebtedness and accrued but unpaid interest thereon, such Distribution shall be allocated to the principal amount (as determined for federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

O. Final Distribution

If the Cash available for the final Distribution is less than the cost to distribute such funds, the Liquidation Trustee may donate such funds to one or more unaffiliated charities of the Liquidation Trustee's choice.

XI. ADDITIONAL MEANS FOR IMPLEMENTATION

In addition to the provisions set forth elsewhere in the Combined Disclosure Statement and Plan, the following shall constitute additional means for implementation of the Combined Disclosure Statement and Plan:

A. Authority to Act

Prior to, on, or after the Effective Date (as appropriate), all matters and actions provided for under the Combined Disclosure Statement and Plan that would otherwise require approval of the members, managers, other owners (direct or indirect), directors, and officers of the Debtor shall be deemed to have been authorized and effective in all respects as provided herein and shall be taken without any requirement for further action by such members, managers, other owners (direct or indirect), directors, or officers. The Debtor or the Liquidation Trustee, as applicable, are authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Combined Disclosure Statement and Plan.

B. Effectuating Documents and Further Transactions

Upon entry of the Confirmation Order, the Debtor and the Liquidation Trustee, as applicable, shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, notices, resolutions, programs, and other agreements, instruments, and/or documents, and take such acts and actions as may be reasonably necessary or appropriate to effectuate, implement, substantially consummate, and/or further evidence the terms and conditions of the Combined Disclosure Statement and Plan and any transactions described in or contemplated by the Combined Disclosure Statement and Plan. The Debtor or the Liquidation Trustee, as applicable, may, and all Holders of Allowed Claims receiving Distributions under this Combined Disclosure Statement and Plan or as Liquidation Trust Beneficiaries of the Liquidation Trust, at the request or direction of the Debtor or Liquidation Trustee, as applicable, 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 Combined Disclosure Statement and Plan.

C. Release of Liens

Except as otherwise provided in the Combined Disclosure Statement and Plan, the Confirmation Order, or in any document, instrument, or other agreement created in connection with the Combined Disclosure Statement and Plan, on the Effective Date, all Liens against the property of the Estate shall be released concurrently with the applicable distributions made pursuant to the Combined Disclosure Statement and Plan..

XII. EXCULPATION, RELEASES AND INJUNCTIONS

A. Exculpation

The Exculpated Parties shall not have or incur any liability for, and are hereby exculpated from, any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy or liability to one another or to any Holder of any Claim or Equity Interest, or any other party-in-interest, for any act or omission originating or occurring on or after the Petition Date through and including the Effective Date in connection with, relating to, or arising out of the Debtor, the Chapter 11 Case, the DIP Facility, the Sale Transactions, the negotiation and Filing of the Combined Disclosure Statement and Plan, the Plan Supplement, the Global Settlement Term Sheet, the Filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts, the treatment of Claims and Equity Interests under the Combined Disclosure Statement and Plan, the pursuit of confirmation of the Combined Disclosure Statement and Plan, the consummation of the Combined Disclosure Statement and Plan, or the administration of the Combined Disclosure Statement and Plan or the property to be Distributed under the Combined Disclosure Statement and Plan, and the negotiation, formulation, or preparation of any of the foregoing, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place between the Petition Date and the Effective Date, except for any claims arising from or related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted willful misconduct or gross negligence. Nothing herein shall prevent any Exculpated Party from asserting as a defense to any claim of fraud, willful misconduct, or gross negligence that they reasonably relied upon the advice of counsel with respect to their duties and responsibilities under the Combined Disclosure Statement and Plan or otherwise.

B. Releases by the Estate

On the Combined Disclosure Statement and Plan Effective Date, the Estate Releasing Parties, on behalf of themselves and their Related Parties shall be deemed to have forever released, waived, and discharged each of the Resilience Released Parties from any and all claims and/or remedies that could be asserted by an Estate Releasing Party against the Resilience Released Parties, including, without limitation, such claims and/or remedies that are actions, causes of action, lawsuits, suits, claims, counterclaims, cross-claims, liabilities, interests, judgments, obligations, rights, demands, debts, damages, losses, grievances, promises, remedies, liens, attachments, garnishments, prejudgment and post-judgment interest, costs and expenses (including attorneys' fees and costs incurred or to be incurred), including unknown claims to the maximum extent allowed under applicable law, whether pled or unpled, identified or unidentified, fixed or contingent, choate or inchoate, matured or unmatured, foreseen or unforeseen, accrued or unaccrued, past, present or future for fraudulent transfer, fraudulent conveyance, preference, turnover, breach of fiduciary duty, negligence, gross negligence, mismanagement, civil conspiracy, aiding and abetting, unjust enrichment, constructive trust, equitable subordination, equitable disallowance, agency, joint venture, alter ego, corporate veil piercing, usurpation of corporate opportunity, illegal dividends, successor liability, breach of contract, fraud, intentional, reckless or negligent misrepresentation, contribution, indemnity, and all other

such claims and/or remedies including, for the avoidance of doubt, any derivative action, all to the extent such claims and/or remedies are based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the capital structure, management, ownership, or operation thereof), any security of the Debtor, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated under the Combined Disclosure Statement and Plan, the business or contractual arrangements between the Debtor and any Resilience Released Party, the assertion or enforcement of rights and remedies against the Debtor, the Debtor's and Bedmar's in- or out-of-court restructuring efforts, any avoidance actions, intercompany transactions between or among the Debtor and any Resilience Released Party, the chapter 11 case, the formulation, preparation, dissemination, negotiation, or Filing of the Global Settlement Term Sheet, the Combined Disclosure Statement and Plan, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Global Settlement Term Sheet, or the Combined Disclosure Statement and Plan, before or during the Chapter 11 Case, or upon the business or contractual arrangements between the Debtor and any Resilience Released Party, and any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Combined Disclosure Statement and Plan relating to any of the foregoing. The foregoing releases shall not extend to the Non-Released Parties.

C. Releases by Resilience

On the Combined Disclosure Statement and Plan Effective Date, the Resilience Releasing Parties, on behalf of themselves and their Related Parties (except for the Debtor) shall be deemed to have forever released, waived, and discharged each of the Estate Released Parties from any and all claims and/or remedies that could be asserted by an Resilience Releasing Party against the Estate Released Parties, including, without limitation, such claims and/or remedies that are actions, causes of action, lawsuits, suits, claims, counterclaims, cross-claims, liabilities, interests, judgments, obligations, rights, demands, debts, damages, losses, grievances, promises, remedies, liens, attachments, garnishments, prejudgment and post-judgment interest, costs and expenses (including attorneys' fees and costs incurred or to be incurred), including unknown claims to the maximum extent allowed under applicable law, whether pled or unpled, identified or unidentified, fixed or contingent, choate or inchoate, matured or unmatured, foreseen or unforeseen, accrued or unaccrued, past, present or future for fraudulent transfer, fraudulent conveyance, preference, turnover, breach of fiduciary duty, negligence, gross negligence, mismanagement, civil conspiracy, aiding and abetting, unjust enrichment, constructive trust, equitable subordination, equitable disallowance, agency, joint venture, alter ego, corporate veil piercing, usurpation of corporate opportunity, illegal dividends, successor liability, breach of contract, fraud, intentional, reckless or negligent misrepresentation, contribution, indemnity, and all other such claims and/or remedies including, for the avoidance of doubt, any derivative action, all to the extent such claims and/or remedies are based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the capital structure, management, ownership, or operation thereof), any security of the Debtor, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated under the Combined Disclosure Statement and Plan, the business or contractual arrangements between any Debtor and any Resilience Releasing Party, the assertion or enforcement of rights and

remedies against the Debtor, the Debtor's and Bedmar's in- or out-of-court restructuring efforts, any avoidance actions, intercompany transactions between or among the Debtor and any Resilience Releasing Parties, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or Filing of the Global Settlement Term Sheet, the Combined Disclosure Statement and Plan, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Global Settlement Term Sheet, or the Combined Disclosure Statement and Plan, before or during the Chapter 11 Case, or upon the business or contractual arrangements between the Debtor and any Resilience Releasing Party, and any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Combined Disclosure Statement and Plan relating to any of the foregoing.

D. Releases by Holders of Claims

Except as otherwise specifically provided in the Combined Disclosure Statement and Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the effective date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released the Debtor and Released Party from any and all claims and causes of action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtor, and its Estate (as applicable) whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein after arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such holders or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or recission of any security of the Debtor, the Sale Transactions, the Chapter 11 Case, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Combined Disclosure Statement and Plan, the business or contractual arrangements between the Debtor and any Released Party, the Distribution of any cash or other property of the Debtor to any Released Party, the assertion of enforcement of rights or remedies against the Debtor, the restructuring of any claim or interest before or during the Chapter 11 Case, the Debtor's and Bedmar's in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtor and its non-Debtor Affiliates, the DIP Facility, the DIP Documents, the Conditional Approval and Procedures Order, the Confirmation Order, the First Day Pleadings, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or Filing of the Combined Disclosure Statement and Plan, the Plan Supplement, the Global Settlement Term Sheet, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility, the Combined Disclosure Statement and Plan, the Global Settlement Term Sheet, or the Plan Supplement, the filing of

the Chapter 11 Case, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Combined Disclosure Statement and Plan, including the Distribution of property under the Combined Disclosure Statement and Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or entity under the Combined Disclosure Statement and Plan, any restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan; and (ii) the Non-Released Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Combined Disclosure Statement and Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the confirmation of the Combined Disclosure Statement and Plan; (iii) 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 Combined Disclosure Statement and Plan; (iv) a good faith settlement and compromise of the claims and causes of action released by the Third-Party Release; (v) in the best interests of the Debtor and its Estate; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for a hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release.

Without limiting the foregoing, from and after the effective date, any Entity that votes to accept the Combined Disclosure Statement and Plan or that is given the opportunity to opt into the releases contained in the Combined Disclosure Statement and Plan and exercises such opportunity to opt into the releases may not assert any claim, claim, or other cause of action against any Released Party based on or relating to, or in any manner arising from, in whole or in part, the Debtor. From and after the effective date, any such entity may not assert any claim or other cause of action against any Released Party for which it is asserted or implied that such claim or cause of action is not subject to the releases contained in the Combined Disclosure Statement and Plan without first obtaining a Final Order from the Bankruptcy Court (a) determining, after notice and a hearing, that such Claim or Cause of Action is not subject to the releases contained in the Combined Disclosure Statement and Plan and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Released Party. The Bankruptcy Court will have sole jurisdiction to determine whether a Claim or Cause of Action constitutes a direct or derivative Claim, is colorable and, only to the extent legally permissible and as provided for in the Combined Disclosure Statement and Plan, the Bankruptcy Court shall have jurisdiction to adjudicate the underlying claim or cause of action.

E. <u>Injunctions Relating to Releases</u>

Effective as of the Effective Date, all Persons that hold, have held or may hold a claim, Claim, Equity Interest, Cause of Action, obligation, suit, judgment, damages, debt,

right, remedy or liability of any nature whatsoever, that is released pursuant to the Combined Disclosure Statement and Plan, shall be permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such released claims, Claims, Equity Interests, Causes of Action, obligations, suits, judgments, damages, debts, rights, remedies or liabilities, (i) commencing, conducting or continuing in any manner, directly or indirectly, any Claim, suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum, (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order, (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any encumbrance of any kind, (iv) setting off (except to the extent such setoff was exercised prior to the Petition Date), seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Person released under the Combined Disclosure Statement and Plan, and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Combined Disclosure Statement and Plan or the Confirmation Order.

F. Injunctions to Protect Estate Assets

Except as expressly otherwise provided in the Combined Disclosure Statement and Plan, including Article XVI.B hereof, or to the extent necessary to enforce the terms and conditions of the Combined Disclosure Statement and Plan, the Confirmation Order or a separate Order of the Bankruptcy Court, all Persons who have held, hold or may hold Claims against or Equity Interests in the Debtor shall be permanently enjoined from taking any of the following actions against the Debtor (but solely to the extent such action is brought against the Debtor to directly or indirectly recover upon any Assets of the Estate), the Debtor's Estate, the Liquidation Trust, the Liquidation Trustee or any of their property on account of any such Claims or Equity Interests: (i) commencing or continuing, in any manner or in any place, any action, Cause of Action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or Order; (iii) creating, perfecting, or enforcing any Lien; (iv) asserting a setoff (except to the extent such setoff was exercised prior to the Petition Date), right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtor; and (v) commencing or continuing, in any manner or in any place, any action, Cause of Action or other proceeding that does not comply with or is inconsistent with the provisions of the Combined Disclosure Statement and Plan.

XIII. EXECUTORY CONTRACTS

A. Assumption and Rejection of Executory Contracts

As of and subject to the occurrence of the Effective Date, all Executory Contracts and Unexpired Leases to which the Debtor is a party shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtor pursuant to an order of the

Bankruptcy Court (including the Sale Orders); (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtor on or before the Effective Date; or (iv) is specifically designated as a contract or lease to be assumed on the Assumption Schedule.

Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assumptions and assignments, including assignments to another Debtor, or rejections provided for in the Combined Disclosure Statement and Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed pursuant to the Combined Disclosure Statement and Plan shall vest in and be fully enforceable in accordance with its terms, except as modified by the provisions of the Combined Disclosure Statement and Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

B. Determination of Cure Disputes and Deemed Consent

Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on or as soon as reasonably practicable after the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases and the Debtor may otherwise agree.

The Debtor shall file, as part of the Plan Supplement, the Assumption Schedule. At least fourteen (14) days before the commencement of the Confirmation Hearing, the Debtor shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed reflecting the Debtor's intention to assume the contract or lease in connection with the Combined Disclosure Statement and Plan and, where applicable, setting forth the proposed Cure Amount (if any). Any objection by a counterparty to an Executory Contract to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtor within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.

Any counterparty to an Executory Contract that fails to object timely to the proposed assumption, assumption and assignment, or Cure Amount (i) shall be deemed to have assented to such assumption, assumption and assignment, or Cure Amount, notwithstanding any provision thereof that purports to (1) prohibit, restrict, or condition the transfer or assignment of such contract or lease or (2) terminate or permit the termination of a contract or lease as a result of any direct or indirect transfer or assignment of the rights of the Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Combined Disclosure Statement and Plan, and shall forever be barred and enjoined from asserting such objection against the Debtor or terminating or modifying such contract or lease on account of transactions contemplated by the Combined Disclosure Statement and Plan and (ii) shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment, as applicable, thereafter.

If there is an Assumption Dispute (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to the assumption being

effective; *provided*, that, the Debtor may settle any Assumption Dispute without any further notice to, or action by, any party or order of the Bankruptcy Court.

To the extent an Assumption Dispute relates to Cure Amounts, the Debtor may assume and/or assume and assign the applicable Executory Contract prior to the resolution of such Assumption Dispute; *provided*, that, the Debtor reserves Cash in an amount sufficient to pay the full amount reasonably asserted as the Cure Amount by the counterparty to such Executory Contract.

Assumption or assumption and assignment of any Executory Contract pursuant to the Combined Disclosure Statement and Plan or otherwise shall result in the full release and satisfaction of any Claims against the Debtor or defaults by the Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract at any time before the date that the Debtor assume or assume and assign such Executory Contract.

C. Deadline for Filing Proofs of Claim Relating to Executory Contracts Rejected Pursuant to the Combined Disclosure Statement and Plan

If the rejection by the Debtor of an Executory Contract pursuant to the Combined Disclosure Statement and Plan gives rise to a Claim, a Proof of Claim must be submitted to Epiq by either (i) filing such Proof of Claim electronically through the Online Portal at https://dm.epiq11.com/AGS under "Case Actions" and by clicking on "File a Claim" or (ii) by U.S. Mail, overnight mail, or other hand delivery system, at the following address (a) if by First Class Mail, Alachua Government Services, Inc. Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, P.O. Box 4421, Beaverton, OR 97076-4421 or (b) if by overnight or hand delivery to Alachua Government Services, Inc. Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005. Any Proofs of Claim not Filed and served within such time period will be a Disputed Claim and if disallowed will be forever barred from assertion against the Debtor and its Estate. Unless otherwise Ordered by the Bankruptcy Court, all Claims arising from the rejection of Executory Contracts shall be treated as Class 5 Claims under the Combined Disclosure Statement and Plan.

D. Indemnification Obligations

Consistent with applicable law, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, D&O Liability Insurance Policies, or otherwise) for current or former directors, officers, managers, and employees of the Debtor, as applicable, shall (i) not be discharged, Impaired, or otherwise affected in any way, including by the Combined Disclosure Statement and Plan, the Plan Supplement, or the Confirmation Order; (ii) remain intact, in full force and effect, and irrevocable; (iii) not be limited, reduced, or terminated after the Effective Date; and (iv) survive the effectiveness of the Combined Disclosure Statement and Plan on terms no less favorable to such current and former directors, officers, managers, and employees of the Debtor than the indemnification provisions in place prior to the Effective Date irrespective of

whether such indemnification obligation is owed for an act or event occurring before, on, or after the Petition Date. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Liquidation Trust under the Combined Disclosure Statement and Plan and shall continue as obligations of the Liquidation Trust, as applicable. Notwithstanding the foregoing, all obligations under this Article XIII.D shall be limited solely to recovery available under the Debtor's applicable insurance policies, including D&O Liability Insurance Policies, and neither the Liquidation Trust nor any of its assets (other than the Debtor's insurance policies, including D&O Liability Insurance Policies) shall be liable for any such obligations.

E. Insurance Policies

Nothing in the Combined Disclosure Statement and Plan and/or the Confirmation Order alters the rights and obligations of the Debtor (and its Estate) and the Debtor's insurers (and third-party claims administrators) under the Debtor's insurance policies, including D&O Liability Insurance Policies, or modifies the coverage or benefits provided thereunder or the terms or conditions thereof or diminishes or impairs the enforceability of such insurance policies.

XIV. CONDITIONS PRECEDENT TO AND OCCURRENCE OF CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to the Effective Date

The following are conditions precedent to the Effective Date that must be satisfied or waived (to the extent they are capable of being waived):

a. All documents required under the Combined Disclosure Statement and Plan shall have been delivered.

b. The Confirmation Order shall have been entered by the Bankruptcy Court, and there shall not be a stay or injunction (or similar prohibition) in effect with respect thereto.

c. The Liquidation Trust shall have been formed and the Liquidation Trustee shall have been appointed in accordance with the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement.

d. All obligations of the parties under the Global Settlement Term Sheet required to be completed prior to the Effective Date have been completed, including causing the withdrawal of the Fish & Richardson Claim from the claims registry.

B. Establishing the Effective Date

The calendar date to serve as the Effective Date shall be a Business Day of, on or promptly following the satisfaction or waiver of all conditions to the Effective Date, which date will be selected by the Debtor. On or within two (2) Business Days of the Effective Date, the Debtor shall file and serve a notice of occurrence of the Effective Date. Such notice shall contain, among other things, the Administrative Expense Bar Date, the deadline by which Professionals

must file and serve any Professional Fee Claims, and the deadline to file a Proof of Claim relating to damages from the rejection of any Executory Contract pursuant to the terms of the Combined Disclosure Statement and Plan.

C. Effect of Failure of Conditions

If each condition to the Effective Date has not been satisfied or duly waived within forty-five (45) days after the Confirmation Date, then upon motion by any party in interest, made before the time that each of the conditions has been satisfied or duly waived and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order may be vacated by the Bankruptcy Court; *provided*, *however*, that notwithstanding the filing of such motion, the Confirmation Order shall not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived by the Debtor before any Order granting such relief becomes a Final Order. If the Confirmation Order is vacated pursuant to this section, the Combined Disclosure Statement and Plan shall be deemed null and void in all respects and nothing contained herein shall (a) constitute a waiver or release of any Claims by or against the Debtor, or (b) prejudice in any manner the rights of the Debtor.

D. Waiver of Conditions to Effective Date

Each of the conditions to the Effective Date may be waived, in whole or in part, by the Debtor, without notice or an Order of the Bankruptcy Court.

XV. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Case as is legally permissible, including, without limitation, such jurisdiction as is necessary to ensure that the interests and purposes of the Combined Disclosure Statement and Plan are carried out. The Bankruptcy Court shall have jurisdiction of all matters arising out of, or relating to, the Chapter 11 Case and the Combined Disclosure Statement and Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

a. to hear and determine any objections to Claims and to address any issues relating to Disputed Claims;

b. to enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

c. to issue such Orders in aid of execution and consummation of the Combined Disclosure Statement and Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

d. to consider any amendments to or modifications of the Combined Disclosure Statement and Plan, to cure any defect or omission, or reconcile any inconsistency in any Order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

e. to hear and determine all requests for compensation and reimbursement of expenses to the extent Allowed by the Bankruptcy Court under section 330 or 503 of the Bankruptcy Code;

f. to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Combined Disclosure Statement and Plan;

g. to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including, without limitation, any request by the Debtor or the Liquidation Trustee on behalf of the Liquidation Trust for an expedited determination of tax under section 505(b) of the Bankruptcy Code);

h. to hear any other matter not inconsistent with the Bankruptcy Code;

i. to enter a final decree closing the Chapter 11 Case;

j. to ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Combined Disclosure Statement and Plan;

k. to adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtor that may be pending on the Effective Date;

l. to issue injunctions, enter and implement other Orders, or take such other actions as may be necessary to restrain interference by any Entity with the occurrence of the Effective Date or enforcement of the Combined Disclosure Statement and Plan, except as otherwise provided herein;

m. to determine any other matters that may arise in connection with or related to the Combined Disclosure Statement and Plan, the Confirmation Order or any contract, instrument, release, indenture, or other agreement or document created or implemented in connection with the Combined Disclosure Statement and Plan;

n. to enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, exculpations, and rulings entered in connection with the Chapter 11 Case (whether or not the applicable Chapter 11 Case have been closed);

o. to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

p. to resolve any disputes concerning whether any Entity had sufficient notice of the Chapter 11 Case, the General Bar Date, the Governmental Bar Date, the Rejection Damages Bar Date, the Amended Schedules Bar Date, the

Administrative Expense Bar Date, and/or the hearing on the approval of the Combined Disclosure Statement and Plan for the purpose of determining whether a Claim or Equity Interest is discharged and/or enjoined hereunder or for any other purpose; and

q. to resolve any other matter or for any purpose specified in the Combined Disclosure Statement and Plan, the Confirmation Order, or any other document entered into in connection with any of the foregoing.

XVI. MISCELLANEOUS PROVISIONS

A. Termination of Injunctions or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Case under Bankruptcy Code Sections 105 or 362 or otherwise, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Combined Disclosure Statement and Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date, at which time the injunctions and stays set forth herein shall take effect.

B. Amendment or Modification of the Combined Disclosure Statement and Plan

Except as otherwise specifically set forth herein, the Debtor reserves the right to modify the Combined Disclosure Statement and Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Combined Disclosure Statement and Plan. Subject to those restrictions on modifications set forth herein and the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtor expressly reserves its right to revoke or withdraw, or to alter, amend, or modify the Combined Disclosure Statement and Plan, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Combined Disclosure Statement and Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Combined Disclosure Statement and Plan or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Combined Disclosure Statement and Plan.

Prior to the Effective Date, the Debtor may make appropriate technical adjustments and modifications to the Combined Disclosure Statement and Plan without further Order or approval of the Bankruptcy Court.

C. Severability

In the event the Bankruptcy Court determines, before the Confirmation Date, that any provision in the Combined Disclosure Statement and Plan is invalid, void, or unenforceable, such provision shall be invalid, void or unenforceable with respect to the Holder or Holders of such Claims or Equity Interest as to which the provision is determined to be invalid, void, or unenforceable. The invalidity, voidability or unenforceability of any such provision shall in no

way limit or affect the enforceability and operative effect of any other provision of the Combined Disclosure Statement and Plan.

D. Revocation or Withdrawal of the Combined Disclosure Statement and Plan

The Debtor reserves the right to revoke or withdraw the Combined Disclosure Statement and Plan before the Confirmation Date. If the Debtor revokes or withdraws the Combined Disclosure Statement and Plan before the Confirmation Date, then the Combined Disclosure Statement and Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Debtor.

E. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(a), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Combined Disclosure Statement and Plan (including the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtor, the Liquidation Trust, any and all Holders of Claims or Equity Interests (irrespective of whether such Holders of Claims or Equity Interests are deemed to have accepted the Combined Disclosure Statement and Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Combined Disclosure Statement and Plan, each Entity acquiring property under the Combined Disclosure Statement and Plan, any and all non-Debtor parties to Executory Contracts with the Debtor, and the respective heirs, executors, administrators, successors or assigns, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any, with respect to the foregoing. All Claims against and Equity Interests in the Debtor shall be fixed, adjusted, or compromised, as applicable, pursuant to the Combined Disclosure Statement and Plan, regardless of whether any Holder of a Claim or Equity Interest has voted on this Plan.

F. Notices

All notices, requests and demands to or upon the Debtor, the Liquidation Trust, or the Liquidation Trustee, as applicable, to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as shall be set forth in the notice of Effective Date.

G. Governing Law

Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent an exhibit to the Combined Disclosure Statement and Plan provides otherwise, the rights and obligations arising under the Combined Disclosure Statement and Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such jurisdiction.

H. Withholding and Reporting Requirements

In connection with the consummation of the Combined Disclosure Statement and Plan, the Debtor, Liquidation Trust, and/or Liquidation Trustee, as applicable, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all Distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a Distribution under the Combined Disclosure Statement and 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 Distribution. The Debtor, Liquidation Trust, and/or Liquidation Trustee, as applicable, have the right, but not the obligation, to not make a Distribution until such Holder has made arrangements satisfactory to any disbursing party for payment of any such tax obligations. The Debtor, Liquidation Trust and/or Liquidation Trustee, as applicable, may require, as a condition to receipt of a Distribution, that the Holder of an Allowed Claim complete and return a Form W-8 or W-9, as applicable to each such Holder. If the Debtor, Liquidation Trust, and/or Liquidation Trustee, as applicable, makes such a request and the Holder fails to comply before the date that is 180 days after the request is made, the amount of such Distribution shall irrevocably revert to the Debtor and/or Liquidation Trust, as applicable, and any Claim in respect of such Distribution shall be disallowed and forever barred from assertion against the Debtor, its Estate, or their property.

I. Exemption from Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of a security, or the making or delivery of an instrument of transfer under a plan confirmed under section 1129 or 1191 of this title, may not be taxed under any law imposing a stamp tax or similar tax.

J. Headings

Headings are used in the Combined Disclosure Statement and Plan for convenience and reference only, and shall not constitute a part of the Combined Disclosure Statement and Plan for any other purpose.

K. Exhibits/Schedules

All exhibits and schedules to the Combined Disclosure Statement and Plan, including the Plan Supplement, are incorporated into and are a part of the Combined Disclosure Statement and Plan as if set forth in full herein.

L. Entire Agreement

Except as otherwise indicated, the Combined Disclosure Statement and Plan (including the documents and instruments in the Plan Supplement) supersedes all previous and

contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

M. Waiver or Estoppel

Each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtor or their counsel, or any other Entity, if such agreement was not disclosed in the Combined Disclosure Statement and Plan or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

N. Filing of Additional Documents

On or before substantial consummation of the Combined Disclosure Statement and Plan, the Debtor shall 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 Combined Disclosure Statement and Plan.

O. No Admissions

Notwithstanding anything herein to the contrary, nothing contained in the Combined Disclosure Statement and Plan shall be deemed as an admission by any Person or Entity with respect to any matter set forth herein.

P. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Combined Disclosure Statement and Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of such Entity.

Q. Reservation of Rights

Except as expressly set forth herein, the Combined Disclosure Statement and Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the filing of the Combined Disclosure Statement and Plan or the Plan Supplement, any statement or provision contained herein, or the taking of any action by the Debtor with respect to the Combined Disclosure Statement and Plan or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtor with respect to the Holders of Claims or Equity Interest prior to the Effective Date.

R. Implementation

The Debtor shall take all steps, and execute all documents, including appropriate releases, necessary to effectuate the provisions contained in the Combined Disclosure Statement and Plan.

S. Inconsistency

In the event of any inconsistency among the Combined Disclosure Statement and Plan and any other instrument or document created or executed pursuant to the Combined Disclosure Statement and Plan, the provisions of the Combined Disclosure Statement and Plan shall govern.

T. Dissolution of the Debtor

Immediately after the Effective Date, the Liquidation Trustee shall be authorized to take, in its sole and absolute discretion, all actions reasonably necessary to dissolve the Debtor under applicable laws, including under the laws of the jurisdictions in which they may be organized or registered, and to pay all reasonable costs and expenses in connection with such dissolutions, including the costs of preparing or filing any necessary paperwork or documentation. Upon the final Distributions, the Debtor shall be deemed dissolved for all purposes without the necessity for other or further actions to be taken by or on behalf of the Debtor, and the Liquidation Trustee shall be authorized to file any certificate of cancellation or other documents as may be necessary or desirable to terminate the legal existence of the Debtor.

U. Directors, Officers, Managers, Members and Authorized Persons of the Debtor.

On the Effective Date, the Debtor's directors and officers shall be discharged from their duties and terminated automatically without the need for any corporate action or approval and without the need for any corporate filings, and, unless subject to a separate agreement with the Liquidation Trustee, shall have no continuing obligations to the Debtor following the occurrence of the Effective Date.

V. Dissolution of the Committee

Upon the occurrence of the Effective Date, the Committee shall dissolve automatically, whereupon its members, professionals, and agents shall be discharged and released from any duties and responsibilities in the Chapter 11 Case and under the Bankruptcy Code, except with respect to (i) obligations arising under confidentiality agreements, which shall remain in full force and effect, and (ii) prosecuting applications for payment of fees and reimbursement of expenses of its Professionals or attending to any other issues related to applications for payment of fees and reimbursement of expenses of its Professionals.

W. Compromise of Controversies

Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, Distribution and other benefits provided under the Combined Disclosure Statement and Plan and the Global Settlement, the provisions of the Combined Disclosure Statement and Plan

incorporating the terms of the Global Settlement, shall constitute a good-faith compromise and settlement of all Claims or controversies resolved pursuant to the Combined Disclosure Statement and Plan and the Global Settlement. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Global Settlement, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtor, its Estate and all Holders of Claims and Equity Interests against the Debtor. Notwithstanding any other provision in the Combined Disclosure Statement and 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 Equity Interests is being afforded pursuant to confirmation of the Combined Disclosure Statement and Plan by satisfying the requirements of Section 1129 of the Bankruptcy Code.

X. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtor will be deemed to have solicited votes on the Combined Disclosure Statement and Plan or any previous version of the Combined Disclosure Statement and Plan in good faith and in compliance with section 1125(g) of the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtor and its respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code and, therefore, no such parties nor individuals shall have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Combined Disclosure Statement and Plan or any previous version of the Combined Disclosure Statement and Plan.

Y. Request for Expedited Determination of Taxes

The Debtor, the Liquidation Trust, and/or the Liquidation Trustee, as applicable shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

Dated: July 16, 2026

Alachua Government Services, Inc.

By: */s/ Janet R. Naifeh*
Name: Janet R. Naifeh
Title: Chief Restructuring Officer
Alachua Government Services, Inc.