



IT IS ORDERED as set forth below:

Date: November 14, 2023

**Jeffery W. Cavender
U.S. Bankruptcy Court Judge**

Signed as Revised by the Court

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

)	
In re:)	Chapter 11
)	
ENVISTACOM, LLC, ¹)	Case No. 23-52696-jwc
)	
Debtor.)	Related to Docket Nos. 167, 177, 182, 183, 184, 186, 187, 197, 198, 199, 200, 201
)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
APPROVING DISCLOSURE STATEMENT ON FINAL BASIS AND
CONFIRMING DEBTOR’S CHAPTER 11 PLAN OF LIQUIDATION**

Envistacom, LLC, as debtor and debtor-in-possession in the above-captioned case (the “Debtor”)² having:

- i. had an order for relief entered in the above-captioned case on May 10, 2023 by entry of that certain *Order for Relief on Involuntary Petition and Order Converting Involuntary Case to Chapter 11 Pursuant to 11 U.S.C. § 706(a)* [Docket No. 41] by the United States Bankruptcy Court for the Northern District of Georgia (the

¹ The last four digits of Envistacom, L.L.C.’s federal employer identification number are 4836. The service address for Envistacom, L.L.C. is 2870 Peachtree Road, #502, Atlanta, Georgia 30305.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. Any capitalized term not defined in the Plan or this Confirmation Order shall have the meaning ascribed to such term in the Bankruptcy Code or the Bankruptcy Rules.

“Court”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”);³

- ii. continued to operate and manage its business and properties as a debtor-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108;
- iii. filed, on May 12, 2023, the *Debtor’s Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtor to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Lender; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 51] (the “Cash Collateral Motion”);
- iv. filed, on May 17, 2023, the *Notice of Chapter 11 Bankruptcy Case* [Docket No. 63] (the “Notice of Commencement”);
- v. distributed, on or about May 17, 2023, the Notice of Commencement on all creditors in the Chapter 11 Case;
- vi. filed, on May 18, 2023, the *Certificate of Service* of the Notice of Commencement [Docket No. 64] (the “Notice of Commencement COS”);
- vii. filed, on May 23, 2023, the *Debtor’s Motion for Entry of an Order (I) Authorizing and Approving Procedures for Sale or Abandonment of De Minimis Assets; (II) Authorizing Debtor to (A) Retain Bullseye Auction & Appraisal, LLC as Auctioneer and (B) Pay Commissions in Connection with Any De Minimis Asset Sale; (III) Authorizing Sale and Transfer of De Minimis Assets Free and Clear of Liens, Claims, Encumbrances, or Interests; (IV) Authorizing Abandonment of De Minimis Assets; (V) Approving Rejection of Boggs Lease as of the Consummation Date; and (VI) Granting Related Relief* [Docket No. 76] (the “Sale Motion”);
- viii. filed, on June 1, 2023, the *Debtor’s Motion for Entry of an Order (I) Establishing Bar Dates for Filing Claims Against the Debtor; (II) Approving Form and Manner of Notice Thereof; and (III) Granting Related Relief* [Docket No. 91] (the “Bar Date Motion”);
- ix. filed, on July 3, 2023, the *Debtor’s Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 134];
- x. filed, on July 6, 2023, the *Debtor’s Motion for Entry of an Order (I) Granting Interim Approval of the Disclosure Contained in the Combined Disclosure Statement and Plan for Solicitation Purposes Only; (II) Scheduling the Combined Hearing and Setting Deadlines Related Thereto; (III) Approving the Form of Combined Hearing Notice; (IV) Approving Procedures for Notice, Solicitation, and*

³ For clarity, the Petition Date of the Chapter 11 Case was March 21, 2023, the date of the filing of the Involuntary Case.

Tabulation of Votes to Accept or Reject the Combined Disclosure Statement and Plan; (V) Approving the Form of Ballots and Notices in Connection Therewith; and (VI) Granting Related Relief [Docket No. 136] (the “Conditional Approval and Procedures Motion”);

- xi. following extensive and prolonged settlement negotiations with the Carsons, the Committee, and Northern Trust, entered into the Settlement Term Sheet by and among the same (the “Carsons Settlement”);
- xii. filed, on September 6, 2023, the *Debtor’s First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 163];
- xiii. filed, on September 13, 2023, the *Debtor’s Modified First Amended Combined Disclosure Statement* (the “Disclosure Statement”) and *Chapter 11 Plan of Liquidation* [Docket No. 166-1] (as subsequently amended, modified, or supplemented, the “Plan”);
- xiv. filed, on September 13, 2023, the *Amended Notice of (I) Interim Approval of Disclosures; (II) Combined Hearing to Consider Final Approval of Disclosures and Confirmation of the Plan; (III) Related Objection Deadlines; and (IV) Establishment of Solicitation and Voting Procedures* [Docket No. 169] (the “Combined Hearing Notice”), which contained notice of the hearing on the adequacy of the Disclosure Statement and Confirmation of the Plan (the “Combined Hearing”);
- xv. distributed, on or about September 15, 2023, (a) the Disclosure Statement and related exhibits, including the Plan; (b) the Conditional Approval and Procedures Order (without exhibits); (c) the letter from the Committee in support of the Plan; and (d) the applicable ballot for voting on the Plan (each, a “Ballot”) to Holders of Claims in Classes 3 and 4 who were entitled to vote on the Plan in accordance with the terms of the Conditional Approval and Procedures Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), and the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”);
- xvi. distributed, on or about September 15, 2023, the Combined Hearing Notice to all creditors in the Chapter 11 Case;
- xvii. filed, on September 21, 2023, the *Certificate of Service of Solicitation Materials* [Docket No. 172] (the “Solicitation COS”);
- xviii. filed, on October 6, 2023, the *Plan Supplement with Respect to Debtor’s Modified First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 177] (the “Initial Plan Supplement”);

- xix. filed, on October 17, 2023, the *Declaration of Emily Young of Epiq Corporate Restructuring, LLC Regarding the Solicitation and Tabulation of Ballots Cast on the Debtor's Modified First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 187] (the "Voting Declaration");
- xx. filed, on October 17, 2023, the *Amended Notice of Continued Combined Hearing on Final Approval of Disclosure Statement and Plan Confirmation* [Docket No. 188]; and
- xxi. filed, on October 26, 2023, (a) the *Debtor's (I) Memorandum of Law in Support of Adequacy of Disclosure Statement and Confirmation of Chapter 11 Plan of Liquidation and (II) Omnibus Reply to Objections* [Docket No. 198] (the "Confirmation Brief"); (b) *Declaration of Katie S. Goodman, Chief Liquidation Officer of Envistacom, LLC, in Support of Confirmation of Debtor's Second Modified First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 200] (the "Goodman Declaration"); (c) a modified version of the Plan [Docket No. 196-1], reflecting technical modifications; (d) the *First Amended Plan Supplement with Respect to Debtor's Second Modified First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 198] (the "First Amended Plan Supplement" and together with the Initial Plan Supplement, the "Plan Supplement"); and (e) the proposed *Findings of Fact, Conclusions of Law, and Order Approving Disclosure Statement on Final Basis and Confirming Debtor's Chapter 11 Plan of Liquidation* [Docket No. 201] (as subsequently modified or amended, the "Confirmation Order").

The Court having:

- i. entered, on May 19, 2023, the *Interim Order (I) Authorizing Debtor to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Lender; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 70] (the "Interim Cash Collateral Order");
- ii. entered, on June 8, 2023, the *Order (I) Authorizing and Approving Procedures for Sale or Abandonment of De Minimis Assets; (II) Authorizing Debtor to (A) Retain Bullseye Auction & Appraisal, LLC as Auctioneer and (B) Pay Commissions in Connection with Any De Minimis Asset Sale; (III) Authorizing Sale and Transfer of De Minimis Assets Free and Clear of Liens, Claims, Encumbrances, or Interests; (IV) Authorizing Abandonment of De Minimis Assets; (V) Approving Rejection of Boggs Lease as of the Consummation Date; and (VI) Granting Related Relief* [Docket No. 96] (the "Sale Order");
- iii. entered, on June 26, 2023, (a) the *Final Order (I) Authorizing Debtor to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Lender; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 121] (the "Final Cash Collateral Order" and together with the Interim Cash Collateral Order, the "Cash Collateral Orders"); and (b) the *Order (I) Establishing Bar Dates for Filing Claims Against the Debtor; (II) Approving Form and Manner of Notice*

Thereof; and (III) Granting Related Relief [Docket No. 122] (the “Bar Date Order”);

- iv. held, on September 11, 2023, at 10:00 a.m., prevailing Eastern Time, the hearing for consideration of the Conditional Approval and Procedures Motion;
- v. entered, on September 13, 2023, the *Order (I) Granting Interim Approval of the Disclosure Contained in the Combined Disclosure Statement and Plan for Solicitation Purposes Only; (II) Scheduling the Combined Hearing and Setting Deadlines Related Thereto; (III) Approving the Form of Combined Hearing Notice; (IV) Approving Procedures for Notice, Solicitation, and Tabulation of Votes to Accept or Reject the Combined Disclosure Statement and Plan; (V) Approving the Form of Ballots and Notices in Connection Therewith; and (VI) Granting Related Relief* [Docket No. 167] (the “Conditional Approval and Procedures Order”);
- vi. considered the Disclosure Statement, the Plan, the objections related thereto, the Confirmation Brief, the Goodman Declaration, oral representations, arguments, facts and testimony, documents, filings, and evidence presented at or in connection with the Combined Hearing held on October 30, 2023 at 1:00 p.m., prevailing Eastern Time and the entire record of the Chapter 11 Case, as to which the Court takes judicial notice; and
- vii. overruled any and all objections to the Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated herein.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party-in-interest to object to the adequacy of the Disclosure Statement and confirmation of the Plan have been good and sufficient, and the legal and factual bases set forth in the documents filed in support of confirmation of the Plan, including the Confirmation Brief and the Voting Declaration, establish just cause for the relief granted herein, after due deliberation thereon and good cause appearing therefor, and the Court, having considered statements of counsel at the Combined Hearing and all evidence of record, including the Goodman Declaration, and for the reasons stated on the record at the Combined Hearing, including the Court’s oral ruling announced at the continued Combined Hearing on November 8, 2023, the Court hereby FINDS, DETERMINES, AND CONCLUDES as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein and on the record of the Combined Hearing and constitute this Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such.

B. Judicial Notice. The Court takes judicial notice of (and deems admitted into evidence for the Combined Hearing) the docket of the Chapter 11 Case maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and argument made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Case, including, but not limited to, the Combined Hearing.

C. Involuntary Chapter 7 Case. On March 21, 2023, five of the Debtor’s creditors, including MAG DS Corp., Amentum Services, Inc., SteelGate LLC, Momentum Decisive Solutions USA, Inc., and L3 Technologies, Inc. (collectively, the “Petitioning Creditors”), filed an involuntary bankruptcy petition against Envistacom [Docket No. 1] (the “Involuntary Case”). No interim trustee was appointed in the Involuntary Case pursuant to 11 U.S.C. § 303(g).

D. Chapter 11 Petition. On May 9, 2023, the Debtor filed the *Motion of Envistacom, L.L.C. for Entry of an Order Converting the Involuntary Case to Chapter 11 Pursuant to 11 U.S.C. § 706(a)* [Docket No. 40] (the “Motion to Convert”).⁴ On May 10, 2023, the Court entered the *Order for Relief on Involuntary Petition and Order Converting Involuntary Case to Chapter 11*

⁴ The Motion to Convert was originally filed on May 8, 2023 at Docket No. 38 but was withdrawn and refiled at Docket No. 40 due to a filing error.

Pursuant to 11 U.S.C. § 706(a) [Docket No. 41]. On May 11, 2023, the Debtor filed its voluntary petition (the “Chapter 11 Case”) for relief under chapter 11 of the Bankruptcy Code [Docket No. 44] and a *Notice of Designation as Complex Chapter 11 Bankruptcy Case* [Docket No. 45]. The Debtor has continued to operate its business and manage its assets and affairs as a debtor-in-possession pursuant to Bankruptcy Code sections 1107 and 1108. On May 30, 2023, the Office of the United States Trustee for Region 21 (the “U.S. Trustee”) appointed an Official Committee of Unsecured Creditors in the Chapter 11 Case (the “Committee”) pursuant to Bankruptcy Code section 1102(a) [Docket No. 86]. No trustee or examiner has been appointed pursuant to Bankruptcy Code section 1104.

E. Eligibility for Relief. The Debtor was, and is, an entity eligible for relief under Bankruptcy Code section 109. The Debtor is a proper proponent of the Plan under Bankruptcy Code section 1121.

F. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). The Court has jurisdiction over the Chapter 11 Case pursuant to 28 U.S.C. §§ 157 and 1334. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b) and the Court has jurisdiction to enter a final order with respect thereto. Venue is proper in this District and before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

G. Adequacy of the Disclosure Statement. After notice and a hearing in accordance with Bankruptcy Rule 3017, the Disclosure Statement was approved on an interim basis for solicitation purposes only, as set forth in the Conditional Approval and Procedures Order, as containing adequate information pursuant to Bankruptcy Code section 1125. The Disclosure Statement contains extensive material information regarding the Debtor so that parties entitled to

vote on the Plan could make informed decisions regarding the Plan. Additionally, the Disclosure Statement, including the various notices and the Ballots, contains adequate information as that term is defined in Bankruptcy Code section 1125(a) and complies with any additional requirements of the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law.

H. Notice. As described in the Voting Declaration and the Solicitation Certificate of Service, as applicable, the Disclosure Statement and all related exhibits, including the Plan, the letter in support of the Plan from the Committee, the applicable ballot, the Conditional Approval and Procedures Order, and the Combined Hearing Notice (collectively, the “Solicitation Package”) were transmitted and served on or about September 15, 2023 to all Holders in the Voting Classes that held a claim against the Debtor as of September 13, 2023 (the “Voting Record Date”). The establishment and notice of the Voting Record Date were approved by the Conditional Approval and Procedures Order. Transmission and service of the Solicitation Packages was timely, adequate, sufficient, and complies with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017, 3018, and 3019, and the Conditional Approval and Procedures Order, and no further notice is required. Under the circumstances and including any extensions heretofore provided in connection therewith, the period during which the Debtor solicited acceptances or rejections to the Plan was a reasonable and sufficient period of time for Holders in the Voting Classes to make an informed decision to accept or reject the Plan, and solicitation complied with Bankruptcy Code section 1126(b). Under Bankruptcy Code sections 1126(f) and 1126(g), the Debtor was not required to solicit votes from the Holders of Claims or Interests, as applicable, in the Non-Voting Classes, each of which is conclusively presumed to have accepted, or deemed to have rejected, the Plan. The Combined Hearing Notice was served via first class mail and/or electronic mail on the Debtor’s entire creditor

matrix on September 15, 2023, as reflected in the Solicitation Certificate of Service. Given the foregoing, all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to confirmation of the Plan and/or final approval of the Disclosure Statement) have been given due, proper, timely, and adequate notice of, and had a full and fair opportunity to be heard in connection with, approval of the Disclosure Statement on a final basis and confirmation of the Plan, in accordance with the Conditional Approval and Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

I. Good Faith Solicitation. As described in the Voting Declaration, solicitation of votes on the Plan complied with the solicitation procedures set forth in the Conditional Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case, was conducted in good faith, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and any other applicable rules, laws, and regulations. Accordingly, the Plan was solicited in good faith and in compliance with applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, and the Bankruptcy Rules.

J. Voting. Only Holders of Claims in Classes 3 and 4 were eligible to vote on the Plan (together, the “Voting Classes”). The Ballots used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of the Chapter 11 Cases and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 1, 2, and 5 were either (a) Unimpaired and not entitled to vote to accept or reject the Plan or (b) Impaired under the Plan and deemed to reject the Plan (collectively, the “Non-Voting Classes”). Thus, Holders of Claims or Interests in the Non-Voting

Classes were conclusively presumed to have accepted, or deemed to have rejected, the Plan as applicable, and were not entitled to vote on the Plan pursuant to Bankruptcy Code sections 1126(f)-(g). On October 17, 2023, the Debtor filed the Voting Declaration, certifying the method and results of Ballot tabulation for each of the Classes entitled to vote to accept or reject the Plan. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited by the Debtor and tabulated fairly, in good faith, in compliance with the Conditional Approval and Procedures Order, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law. Class 3 (Northern Trust Secured Claim) voted to accept the Plan and Class 4 (General Unsecured Claims) voted to reject the Plan, in accordance with the requirements of Bankruptcy Code sections 1124, 1126, and 1129.

K. Objections. All parties have had a full and fair opportunity to litigate all issues raised, or which might have been raised, in connection with the Combined Hearing. All objections with respect to the adequacy of the Disclosure Statement and confirmation of the Plan that have not been withdrawn, waived, or settled are hereby overruled on the merits for the reasons stated on the record at the Combined Hearing.

L. Burden of Proof. The Debtor, as proponent of the Plan, has met its burden of proving the elements of Bankruptcy Code sections 1125, 1126, 1127, and 1129 by a preponderance of the evidence. Further, each witness whose testimony was proffered or adduced on behalf of the Debtor at or in connection with the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

M. Bankruptcy Rules 3016(a)-(b). In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtor as the proponent of the Plan. The filing of the Disclosure Statement with the Court satisfied Bankruptcy Rule 3016(b).

COMPLIANCE WITH BANKRUPTCY CODE SECTION 1129

N. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies the Debtor as proponent, thereby satisfying Bankruptcy Code section 1129(a)(1), including Bankruptcy Code sections 1122 and 1123.

i. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with Bankruptcy Code section 1122(a), the Claims and Interests placed in each Class under the Plan are substantially similar to other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such classification does not unfairly discriminate between Holders of Claims and Interests. The classifications were not promulgated for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. Therefore, the Plan satisfies Bankruptcy Code sections 1122 and 1123(a)(1).

ii. Specified Treatment of Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article V of the Plan specifies that Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are Unimpaired under the Plan within the meaning of Bankruptcy Code section 1124, thereby satisfying Bankruptcy Code section 1123(a)(2). Additionally, Article IV of the Plan specifies that Administrative Expense Claims, Priority Tax Claims, and Professional Fee Claims will be paid in accordance with the terms of the Plan, although these Claims are not separately classified under the Plan.

iii. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article V of the Plan designates Class 3 (Northern Trust Secured Claim), Class 4 (General Unsecured Claims), and Class 5 (Existing Interests) as Impaired within the meaning of Bankruptcy Code section 1124 and specifies the treatment of the Claims and Interests in those Classes, thereby satisfying Bankruptcy Code section 1123(a)(3).

iv. No Discrimination (11 U.S.C. § 1123(a)(4)). Article V of the Plan provides for the same treatment by the Debtor of each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to or elected a less favorable or different treatment of such Claim or Interest. Therefore, the requirements of Bankruptcy Code section 1123(a)(4) have been satisfied.

v. Adequate Means for Plan Implementation (11 U.S.C. § 1123(a)(5)). The Plan and the various documents and agreements set forth in the Plan Supplement provide adequate and proper means for the implementation of the Plan, including, among other things, (a) the Liquidating Trust Agreement, and (b) the pledge agreements between Agrinzonis and the Liquidating Trust and Northern Trust, thereby satisfying Bankruptcy Code section 1123(a)(5).

vi. Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). No equity securities are being issued pursuant to the Plan. As of the Effective Date, the Debtor's organizational documents shall be deemed to be amended to prohibit the issuance of non-voting equity securities, thereby satisfying Bankruptcy Code section 1123(a)(6).

vii. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). The Debtor is not reorganizing under the Plan. However, the assets of the Debtor shall vest in the Liquidating Trust, which will be administered by the Liquidating Trustee. The Liquidating Trustee was selected pursuant to the Plan and Liquidating Trust Agreement. The selection of the Liquidating

Trustee is consistent with the interests of creditors, equity security holders, and public policy, thereby satisfying Bankruptcy Code section 1123(a)(7).

viii. Additional Plan Provisions (11 U.S.C. § 1123(b)). The Plan contains certain provisions that may be construed as permissive, but are not required for confirmation under the Bankruptcy Code. These discretionary provisions comply with Bankruptcy Code section 1123(b), are appropriate, in the best interest of the Debtor and its Estate, and are not inconsistent with the applicable provisions of the Bankruptcy Code.

- a) Impairment/Absence of Impairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). Pursuant to Article V of the Plan, the following Classes of Claims and Interests are Impaired under the Plan, as permitted by Bankruptcy Code section 1123(b)(1): Class 3 (Northern Trust Secured Claim), Class 4 (General Unsecured Claims), and Class 5 (Existing Interests). Pursuant to Article V of the Plan, the following Classes of Claims are Unimpaired, as contemplated by Bankruptcy Code section 1123(b)(1): Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims).
- b) Assumption and Rejection (11 U.S.C. § 1123(b)(2) and 1123(d)). Article XII of the Plan addresses the assumption and rejection of executory contracts and unexpired leases, and meets the requirements of Bankruptcy Code section 365(b). There have been no objections to the Debtor's disposition of executory contracts pursuant to Article XII of the Plan.
- c) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). The provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1123(b)(6).

O. The Debtor's Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). As proponent of the Plan, the Debtor has complied with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1129(a)(2). Specifically:

- i. the Debtor is eligible to be a debtor under Bankruptcy Code section 109; and
- ii. the Debtor has complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126(b), the Bankruptcy Rules, applicable non-bankruptcy law, the Conditional Approval and Procedures

Order, and all other applicable law, in transmitting the Solicitation Packages and related documents and notices, and in soliciting and tabulating the votes on the Plan.

P. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtor has proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying Bankruptcy Code section 1129(a)(3). The Debtor's good faith is evident from the facts and record of the Chapter 11 Case, the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in this Chapter 11 Case. The Plan was proposed with the legitimate and honest purposes of maximizing the value of the Debtor's Estate. The Plan and all documents necessary to effectuate the Plan were negotiated at arm's length among representatives of the Debtor, the Committee, Northern Trust, the Carsons, certain other parties, and their respective professionals. Further, the Plan's classification, indemnification, exculpation, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with Bankruptcy Code sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1125(e), 1129, and 1142, and are each necessary for the Debtor's successful liquidation.

Q. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtor in connection with the Chapter 11 Case, or in connection with the Plan and incident to the Chapter 11 Case, satisfy the objectives of, and are in compliance with, Bankruptcy Code section 1129(a)(4). Payments to the Estate's retained professionals for services rendered after the commencement of the Chapter 11 Case are subject to the approval of this Court pursuant to the terms of the orders authorizing the retention of the Estate's professionals.

R. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtor has complied with Bankruptcy Code section 1129(a)(5). In accordance with the provisions of the Plan,

on the Effective Date, the Liquidating Trust shall be established. As provided in the Liquidating Trust Agreement, included in the Plan Supplement, Katie S. Goodman will be the Liquidating Trustee. The appointment of the Liquidating Trustee is consistent with the interests of the Debtor's creditors and equity security holders and with public policy.

S. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for rate changes by the Debtor that would require governmental regulatory approval. Thus, Bankruptcy Code section 1129(a)(6) is not applicable in this Chapter 11 Case.

T. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The Plan meets the "best interest of creditors" test because each Holder of a Claim or Interest in an Impaired Class will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would so receive or retain if the Chapter 11 Case were converted to a case under chapter 7 of the Bankruptcy Code. The liquidation analysis attached to the Disclosure Statement, the analysis provided in the Confirmation Brief, and other evidence proffered or adduced at the Combined Hearing, including the Goodman Declaration, (i) is reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered, (ii) utilizes reasonable and appropriate methodologies and assumptions, (iii) has not been controverted by other evidence, and (iv) establishes that each Holder of an Allowed Claim or Interest, as of the Effective Date, will recover at least as much under the Plan on account of such Claim or Interest as such Holder would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. Therefore, the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(7).

U. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Holders of Claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are Unimpaired within the

meaning of Bankruptcy Code section 1124 and are conclusively presumed to have accepted the Plan under Bankruptcy Code section 1126(f). As set forth in the Voting Declaration, Holders of Claims in Class 3 (Northern Trust Secured Claim) are Impaired and voted to accept the Plan. Holders of Claims in Class 4 (General Unsecured Claims) are Impaired and voted to reject the Plan and Class 5 (Existing Interests) is Impaired and deemed to have rejected the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies Bankruptcy Code sections 1129(a)(10) and 1129(b).

V. Treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims, Priority Tax Claims, and Professional Fee Claims pursuant to Article IV of the Plan satisfied the requirements of, and complies in all respects with, Bankruptcy Code section 1129(a)(9).

W. Acceptance by At Least One Impaired Class (11 U.S.C. § 1129(a)(10)). As evidenced by the Voting Declaration, Class 3 (Northern Trust Secured Claim), which is one of two Impaired Classes under the Plan, affirmatively voted to accept the Plan by the requisite number and amount of Claims, without including the acceptance of the Plan by any insider (as that term is defined in Bankruptcy Code section 101(31)). Therefore, the Plan satisfies Bankruptcy Code section 1129(a)(10).

X. Feasibility (11 U.S.C. § 1129(a)(11)). The Debtor has established by a preponderance of the evidence that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor, as the Plan itself effectuates the liquidation and dissolution of the Debtor through the Plan and the Liquidating Trust, followed by payment of Distributions to creditors by the Liquidating Trustee. Moreover, the Debtor anticipates having sufficient Cash on hand as of the Effective Date, as a result of the

Carsons Settlement, to fund the payments to Holders of all Allowed Claims on the Effective Date (or when they are otherwise required to be paid under the Plan), pursuant to the terms of the Plan, and to satisfy all other obligations under the Plan. The Plan, therefore, satisfies the requirements of Bankruptcy Code section 1129(a)(11).

Y. Payment of Fees (11 U.S.C. § 1129(a)(12)). Article XVII.C of the Plan provides that all fees currently payable under section 1930 of title 28, United States Code, as determined by the Bankruptcy Code, have been or will be paid on or as soon as reasonably practicable after the Effective Date pursuant to the Plan, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(12).

Z. Continuation of Retiree Benefits; Domestic Support Obligations; Debtor as Individual; Applicable Non-Bankruptcy Law Regarding Transfers (11 U.S.C. §§ 1129(a)(13)-(16)). Bankruptcy Code sections 1129(a)(13) through (16) are not applicable to the Debtor in this Chapter 11 Case.

AA. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Plan satisfies the requirements of Bankruptcy Code section 1129(b). Holders of Claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are deemed to have accepted the Plan and are not entitled to vote on the Plan. Holders of Claims in Class 3 (Northern Trust Secured Claim) voted to accept the Plan. Holders of Claims in Class 4 (General Unsecured Claims) voted to reject the Plan and Holders of Interests in Class 5 (Existing Interests) are deemed to have rejected the Plan and not entitled to vote on the Plan (together, the “Rejecting Class”). Nevertheless, the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes, as required by Bankruptcy Code sections 1129(b)(1)-(2), because (i) no Holder of any Claim or Interest that is junior to the Rejecting Classes will receive or retain any property

under the Plan on account of such junior Claim or Interest and (ii) no Holder of a Claim in a Class senior to the Rejecting Classes is receiving more than 100% recovery on account of its Claim. Accordingly, the Plan does not discriminate unfairly among the different classes of creditors and interest holders, satisfies the fair and equitable standard of the Bankruptcy Code, and may be confirmed notwithstanding the rejection of the Plan by the Rejecting Classes.

BB. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in this Chapter 11 Case, and accordingly, Bankruptcy Code section 1129(c) is inapplicable in this Chapter 11 Case.

CC. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the application of section 5 of the Securities Act of 1933. The Plan, therefore, satisfies the requirements of Bankruptcy Code section 1129(d).

DD. Small Business Case (11 U.S.C. § 1129(e)). The Chapter 11 Case is not a “small business case” as that term is defined in the Bankruptcy Code, meaning that Bankruptcy Code section 1129(e) is inapplicable.

EE. Satisfaction of Confirmation Requirements. Based on the foregoing, all other pleadings, documents, exhibits, statements, declarations, and affidavits filed in connection with Confirmation of the Plan, and all evidence and arguments made, proffered, or adduced at the Combined Hearing, the Plan satisfies the requirements for Confirmation thereof set forth in Bankruptcy Code section 1129.

ORDER

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

2. Adequacy of the Disclosure Statement. The Disclosure Statement is **APPROVED** on a final basis as containing “adequate information” within the meaning of Bankruptcy Code section 1125 and contains sufficient information of a kind necessary to satisfy the disclosure requirements of any applicable non-bankruptcy law, rules, and regulations.

3. Solicitation. The solicitation of votes on the Plan complied with the Conditional Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case, was done in good faith based on adequate information, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law.

4. Notice of the Combined Hearing. Notice of the Combined Hearing complied with the terms of the Conditional Approval and Procedures Order, the Bankruptcy Code, and the Bankruptcy Rules, and was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case.

5. Confirmation of the Plan. The Plan, attached hereto as **Exhibit A**, is hereby approved in its entirety and **CONFIRMED** under Bankruptcy Code section 1129. The documents contained in the Plan Supplement are hereby authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order. The Debtor and the Liquidating Trustee are each authorized to enter into and

execute all documents and agreements related to the Plan (including all exhibits and attachments thereto and documents referred to therein and herein), and the execution, delivery, and performance thereafter by the Liquidating Debtor and Liquidating Trustee are hereby authorized and approved.

6. Objections. All objections, responses to, statements, comments, and reservations of rights pertaining to the adequacy of the Disclosure Statement or Confirmation of the Plan that have not been withdrawn, waived, resolved, or settled are overruled on the merits and all withdrawn objections are deemed withdrawn with prejudice.

7. Deemed Acceptance of Plan as Modified. The Debtor modified the Plan to address concerns raised by parties-in-interest and made certain nonmaterial clarifications. The Plan modifications were immaterial and comply with Bankruptcy Code section 1127 and Bankruptcy Rule 3019. Moreover, the Debtor's key constituents affected by such modifications support these changes. Accordingly, no additional solicitation or disclosure was required on account of the modifications and all Holders of Claims and Interests who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan as modified, revised, supplemented, or otherwise amended (the "Plan Modifications"). No Holder of a Claim or Interest shall be permitted to change its vote because of the Plan Modifications.

8. Provisions of Plan Non-Severable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are (a) non-severable and mutually dependent; (b) valid and enforceable pursuant to their terms; and (c) integral to the Plan and this Confirmation Order, respectively, and may not be deleted or modified except in accordance with Article XVI.A of the Plan.

9. Plan Classifications Controlling. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtor or the Liquidating Debtor except for voting purposes.

10. No Action Required; Corporate Action. On or before the Effective Date, as applicable, all actions contemplated under the Plan or the Plan Supplement shall be deemed authorized and approved in all respects, including implementation of the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtor or the Liquidating Debtor, as applicable, and any corporate action required by the Debtor or the Liquidating Debtor in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtor or the Liquidating Debtor, as applicable.

11. Implementation. The provisions governing the means for implementation of the Plan set forth in Article IX of the Plan shall be, and hereby are, approved in their entirety and the Debtor is authorized to take all actions reasonably necessary to implement the Plan on the terms set forth in Article IX.

12. Vesting of Liquidating Trust Assets and Preservation of Litigation Rights. Pursuant to the Plan, and pursuant to Bankruptcy Code sections 1123(b)(3) and 1141(b)-(c), on the Effective Date, the assets of the Estate which constitute the Liquidating Trust Assets shall be vested in and continue after the Effective Date as assets of the Liquidating Trust. Except as otherwise provided in the Plan, the Liquidating Trust Agreement, or this Confirmation Order, or in any contract, instrument, release, or other agreement entered into or delivered in connection with the Plan, on the Effective Date, the Liquidating Trust Assets shall vest in the Liquidating Trust, free and clear of all Claims, Interests, liens, encumbrances, and interest. The Liquidating Trustee is authorized to take any action on behalf of the Debtor in the furtherance of the liquidation of the Liquidating Trust Assets, including executing any corporate action related to the liquidation of the Liquidating Trust Assets and dissolution and winding up of the Debtor as a business entity. In accordance with the Plan and Liquidating Trust Agreement, the Liquidating Trustee is authorized to perform such post-Effective Date acts as are required to effectively and finally wind up the affairs of the Debtor, including, but not limited to, preparing and filing final tax returns, paying final invoices of the Debtor, and paying any postpetition fees and expenses of professionals after the allowance of final fee applications by this Court.

13. Preservation of Causes of Action. Any claims, demands, rights, and Causes of Action shall be preserved and vest in the Liquidating Trust as provided in the Plan and shall be prosecuted, managed, controlled, and/or settled on behalf of the Liquidating Trust by the Liquidating Trustee, as provided in the Plan and the Liquidating Trust Agreement, subject to the rights of the Carsons to participate in the prosecution and/or settlement of the Government Claim as set forth in Article IX.A.6 of the Plan.

14. Purpose of Liquidating Trust. The sole purpose of the Liquidating Trust shall be to liquidate the Liquidating Trust Assets and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Liquidating Trust (including any obligations or liabilities of the Debtor under the Plan or Confirmation Order or Allowed Claims against the Debtor to which the Liquidating Trust Assets are subject) to the Liquidating Trust beneficiaries in accordance with Treasury Regulation Section 301.7701-4(d) and as described in IRS Revenue Procedure 94-45, 1994-2 C.B. 684, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust.

15. Appointment of Liquidating Trustee. In accordance with the Plan and terms of the Liquidating Trust Agreement, the appointment of Katie S. Goodman as Liquidating Trustee is **APPROVED**. The Court shall have sole jurisdiction over claims and causes of action against the Liquidating Trustee (solely in her capacity as the Liquidating Trustee) arising out of the performance of the Liquidating Trustee's duties, and the Liquidating Trustee (in such capacity) may not be sued, or have claims asserted against her, in any other forum without leave of the Court. The Liquidating Trustee and any professionals retained by the Liquidating Trustee may be compensated by the Liquidating Trust in connection with any services provided to or on account of the Liquidating Trust from and after the Effective Date, subject to and in accordance with the terms of the Plan and the Liquidating Trust Agreement.

16. Appointment of the Liquidating Trust Oversight Committee. In accordance with the Plan and terms of the Liquidating Trust Agreement, within ten (10) days of the entry of this Confirmation Order, the Committee shall file a notice with the Court designating the three (3) members of the Liquidating Trust Oversight Committee, to be drawn from the current members of

the Committee. On the Effective Date, those parties so designated shall be deemed to have been formally appointed to the Liquidating Trust Oversight Committee.

17. Tax Treatment and Reporting of Liquidating Trust. (A) All parties (including the Liquidating Trustee, the Debtor, and the Liquidating Trust Beneficiaries) shall report for all U.S. federal income tax purposes consistently with the treatment of the Liquidating Trust as a “liquidating trust” in accordance with Treasury Regulation Section 301.7701-4(d) and as described in IRS Revenue Procedure 94-45, 1994-2 C.B. 684, including treating the transfer of the Liquidating Trust Assets to the Liquidating Trust as (i) a deemed transfer of the Liquidating Trust Assets (subject to applicable liabilities and obligations) to the Liquidating Trust beneficiaries, followed by (ii) a deemed transfer of such assets by the Liquidating Trust beneficiaries to the Liquidating Trust; (B) accordingly, all parties shall treat the Liquidating Trust as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code of which the Liquidating Trust beneficiaries are the grantors and the deemed owners of the Liquidating Trust Assets; (C) all parties shall report consistently with the valuation of the Liquidating Trust Assets transferred to the Liquidating Trust as determined by the Liquidating Trustee (or its designee) for all U.S. federal income tax purposes; (D) the Liquidating Trustee shall be responsible for filing returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and any other tax returns that may be required with respect to the Liquidating Trust; and (E) the Liquidating Trustee shall provide to the Liquidating Trust beneficiaries a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes and shall cooperate with reasonable requests from the Liquidating Trust beneficiaries for additional information for tax purposes.

18. Fees and Expenses of Liquidating Trustee. Any reasonable fees and expenses incurred by the Liquidating Trustee arising before the Effective Date shall constitute an Allowed Administrative Claim; *provided* that, upon the occurrence of the Effective Date, all such fees and expenses shall be paid by the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement.

19. Carsons Settlement. The Carsons Settlement satisfies the requirements of Bankruptcy Rule 9019 and is approved. The compromises and settlements set forth in the Plan, including the Carsons Settlement, as reflected in the relative distributions to and recoveries of Holders of Claims under the Plan, are approved pursuant to Bankruptcy Rule 9019(a), including with respect to the Carsons Settlement and shall be effective immediately and binding on all parties-in-interest on the Effective Date. The Debtor and the Liquidating Trustee are authorized to take all actions required under the Plan, the Plan Supplement, and the Liquidating Trust Agreement to effectuate the Plan and the transactions contemplated therein. The terms of the Plan (including, without limitation, the Carsons Settlement), the Plan Supplement, and the Liquidating Trust Agreement, are incorporated herein by reference and are an integral part of this Confirmation Order. The terms of the Plan (including, without limitation, the Carsons Settlement), the Plan Supplement, the Liquidating Trust Agreement, and all other relevant and necessary documents executed or to be executed in connection with the transactions contemplated by the Plan shall be effective and binding as of the Effective Date. Subject to the terms of the Plan, the Debtor may alter, amend, update, or modify the Plan Supplement and the Liquidating Trust Agreement before the Effective Date. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, the Liquidating Trust Agreement, or any related document in this Confirmation Order does not diminish or impair the effectiveness or

enforceability of such article, section, or provision and this Confirmation Order shall be interpreted as if such articles, sections, or provisions were included herein in their entirety.

20. Plan Supplement. The documents contained in the Plan Supplement are integral to the Plan and are approved by the Court. The parties to the pledge agreements contained therein are authorized to enter into the same in substantially the forms included in the Plan Supplement.

21. Treatment of Executory Contracts and Unexpired Leases. Pursuant to Article XII of the Plan, each executory contract and unexpired lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected pursuant to Bankruptcy Code sections 365 and 1123, unless such executory contract or unexpired lease: (a) previously has been assumed or rejected by the Debtor; (b) expired or terminated pursuant to its own terms; (c) is the subject of a pending motion to assume such executory contract or unexpired lease as of the Confirmation Date; (d) is identified in the Plan Supplement as an Executory Contract or Unexpired Lease to be assumed; or (e) is an Insurance Policy. Entry of this Confirmation Order shall constitute a Court order approving the rejections, along with the assumptions and assumptions or assignments, as applicable, of such Executory Contracts or Unexpired Leases, as provided for in the Plan, pursuant to Bankruptcy Code sections 365(a) and 1123 effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the Liquidating Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court authorizing and providing for its assumption or assumption and assignment under applicable federal law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Court on or after the Effective Date by a Final Order. To the maximum extent permitted by law,

to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment by the Liquidating Debtor of such Executory Contract or Unexpired Lease, then such provision shall be deemed modified such that the transactions contemplated by the Plan and the Plan Supplement shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

22. Rejection Bar Date. Claims created by the rejection of executory contracts or unexpired leases pursuant to the Plan must be filed with the Claims and Noticing Agent and served on the Liquidating Trustee and its counsel, no later than 30 days after the Confirmation Date. Any Claims for rejection of executory contracts or unexpired leases pursuant to the Plan for which a proof of claim is not filed and served within such time will be forever barred and shall not be enforceable against the Debtor or its Estate, assets, properties, or interests in property, or against the Liquidating Trust. Unless otherwise Ordered by the Court, all Claims arising from the rejection of Executory Contracts and Unexpired Leases shall be treated as Class 4 (General Unsecured Claims) under the Plan.

23. Administrative Expense Claim Bar Date. Requests for payment of an Administrative Expense Claim must be Filed with the Court and served on the Liquidating Trustee and its counsel no later than 30 days after the Effective Date. Unless the Liquidating Trust or any other party-in-interest objects to an Administrative Expense Claim by the Administrative Expense Claims Objection Deadline, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Liquidating Trust or any other party-in-interest objects to

an Administrative Expense Claim, the Court shall determine the Allowed amount of such Administrative Expense Claim.

24. Professional Fee Reserve. As soon as practicable after Confirmation and not later than the Effective Date, the Debtor shall transfer to the Liquidating Trust cash in the Amount of the Professional Fee Estimate, which shall be used by the Liquidating Trustee to fund the Professional Fee Reserve. The Professional Fee Reserve shall be maintained in trust for the Professionals and shall be used to pay the Allowed Professional Fee Claims. Such funds shall not be considered property of the Debtor's Estate or Liquidating Trust Assets. The amount of Allowed Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Reserve within two business days after such Professional Fee Claims are Allowed. Once payments on account of such Allowed Professional Fee Claims have been made in full, any such excess Cash remaining in the Professional Fee Reserve shall be considered Liquidating Trust Assets available for Distribution by the Liquidating Trustee in accordance with the terms of the Amended Plan. For the avoidance of doubt, (a) to the extent that the Professional Fee Reserve is not sufficient to satisfy in full all Allowed Professional Fee Claims, such Allowed Claims shall nevertheless be paid in full in Cash from other available Cash prior to making any Distributions to the Holders of Allowed Claims and (b) any fees and expenses incurred by Professionals in connection with preparing Final Fee Applications shall be paid from the Professional Fee Reserve or, if exhausted, from other available Cash prior to making any Distributions to the Holders of Allowed Claims.

25. Professional Fee Claims Bar Date. Requests for payment of Professional Fee Claims must be Filed with the Court no later than 45 days after the Effective Date and served on counsel for the Liquidating Trustee and counsel for the U.S. Trustee. Objections, if any, to Final

Fee Applications of such Professionals must be Filed and served on the Liquidating Trustee, the requesting Professional, and the U.S. Trustee no later than 20 days from the date on which each such Final Fee Application is served and Filed. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Court, the Allowed amounts of such Professional Fee Claims shall be determined by the Court. Any Professional Fee Claim that is not asserted in accordance with Article IV.C of the Plan shall be deemed Disallowed under the Plan and shall be forever barred against the Debtor, its Estate, the Liquidating Trust, or any of their assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process, or act to collect, offset, recoup, or recover such Claim and shall be subject to the Injunction.

26. Releases, Injunctions, and Exculpations. The release, exculpation, and injunction provisions in Article XIV of the Plan shall be, and hereby are, approved and authorized in their entirety, including, but not limited to, the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction.

27. Provisions Governing Distribution. The distribution provisions of Article XI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Disbursing Agent shall make all distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan or this Confirmation Order, as applicable.

28. Procedures for Resolving Disputed, Contingent, and Unliquidated Claims. The procedures for resolving contingent, unliquidated, and disputed Claims contained in Article XI.J of the Plan shall be, and hereby are, approved in their entirety. From and after the Effective Date, the Liquidating Trust shall, subject to the terms of the Plan, have sole responsibility and authority

for disputing, objecting to, compromising and settling, or otherwise resolving and making distributions with respect to all Claims.

29. Governmental Approvals. Each federal, state, commonwealth, local, foreign, or other governmental authority is hereby authorized to accept any and all documents, mortgages, deeds of trust, security filings, financing statements, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

30. Lite Coms, LLC. Notwithstanding anything contained in the Plan to the contrary:

- (a) Upon the Effective Date (and payment in full to Northern Trust of all but \$1.5MM of the Northern Trust Secured Claim, as required to be paid on the Effective Date), the pledge, under the Alyssa Carson Pledge Agreement, dated November 7, 2022 by Alyssa Carson in favor of Northern Trust ("Carson Membership Interests Pledge"), by Alyssa Carson of 100% of her membership interests in Agrinzonis, LLC ("Existing Agrinzonis Membership Pledge"), shall be deemed released, and Northern Trust shall cooperate in the filing of a UCC-1 amendment reflecting same; for the avoidance of doubt, each of the remaining pledges of membership interests by Alyssa Carson under the Carson Membership Interests Pledge will not be deemed released or otherwise be affected.
- (b) Lite Coms, LLC, C. Jacobson LLC and its respective affiliated persons and entities ("Lite Coms") reserve all of their rights with respect to the Existing Agrinzonis Membership Pledge (solely to the extent that such pledge is not released as provided in the immediately preceding paragraph), and any further pledge (to Northern Trust or otherwise) by Alyssa Carson of any of her membership interests in Agrinzonis, LLC ("Further Agrinzonis Membership Pledge"), including the right to contest any such pledge as allegedly prohibited under the Lite Coms, LLC operating agreement; no determination is being made in this Order or this bankruptcy case as to any of Lite Coms' rights with respect to the Existing Agrinzonis Membership Pledge or Further Agrinzonis Membership Pledge.
- (c) Agrinzonis, LLC shall not pledge any of the Pledged Collateral described in the Pledge Agreement, by Agrinzonis in favor of the Liquidating Trust, and the Pledge

Agreement, by Agrinzonis in favor of Northern Trust (the “Northern Trust Pledge Agreement”), each executed in connection with the Plan (referenced in the Plan Supplement filed on October 6, 2023 [Docket No. 177] and October 26, 2023 [Docket No. 198], together, the “Agrinzonis Proceeds Pledges”), other than as pledged in the Agrinzonis Proceeds Pledges, and other than as it relates to the Properties Interest (as defined in the Northern Trust Pledge Agreement), without the prior approval of the managing member of Lite Coms.

31. RP Westview, LLC. Notwithstanding anything to the contrary in this Confirmation Order, the Disclosure Statement, the Plan, or any other filings in this Chapter 11 Case, confirmation of the Plan shall not impair or otherwise modify the rights of RP Westview, LLC in the case captioned *RP Westview, LLC v. Apothym Technologies Group LLC*, No. C-10-CV-23-000317 currently pending in the Circuit Court of Maryland for Frederick County.

32. Internal Revenue Service. The Debtor or Liquidating Trust, as applicable, shall file all unfiled local, state, or federal tax returns (collectively, the “Tax Returns”) by January 31, 2024 (the “Filing Date”) or furnish to the taxing authority information establishing that the returns have already been filed or that no tax returns are due to be filed for the subject tax periods. To the extent that any Priority Tax Claim is owed to the Internal Revenue Service as a result of the Tax Returns, the Debtor or Liquidating Trust, as applicable, shall pay such claims within 30 days of the Filing Date.

33. Dissolution of the Committee. The Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code section 1103 and shall perform such other duties as it may have been assigned by the Court prior to the Effective Date. 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 (a) obligations arising under confidentiality agreements, which shall remain in full

force and effect, (b) 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, (c) any motions or motions for other actions seeking enforcement of implementation of the provisions of the Amended Plan, and (d) prosecuting or participating in any appeal of the Confirmation Order or any request for reconsideration thereof.

34. Conditions Precedent to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article XIII.B of the Plan have been satisfied or waived pursuant to Article XIII.B of the Plan. Prior to the Effective Date, the Debtor and its officers, directors, agents, affiliates, and advisors are authorized to take any and all actions necessary to cause the satisfaction of all conditions to the Effective Date.

35. Binding Effect. Pursuant to Bankruptcy Code section 1141 and the other applicable provisions of the Bankruptcy Code, on or after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Plan (including the exhibits and schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith, including those contained in the Plan Supplement) and this Confirmation Order shall bind the Debtor, the Liquidating Trust, all Holders of Claims against and Interests in the Debtor (irrespective of whether such Claims or Interests are Allowed, Disallowed, or Impaired under the Plan or whether the Holders of such Claims or Interests accepted or are deemed to have accepted the Plan), each Entity receiving, retaining, or otherwise acquiring property under the Plan, any and all non-Debtor parties to executory contracts and unexpired leases with the Debtor, any Entity making an appearance in the Chapter 11 Case, all parties that filed objections to confirmation of

the Plan, any other party-in-interest in the Chapter 11 Case, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing.

36. Dismissal of the Board of Directors and Officers of the Debtor. On the Effective Date, and without the need for further order of this Court or action or formality that otherwise might be required under non-bankruptcy law, the existing board of directors of the Debtor shall be deemed dissolved and all officers of the Debtor and the current directors shall be deemed resigned and dismissed from their positions (unless previously dismissed or terminated). Thereafter, and notwithstanding any limitation in the constitutional or organizational documents of the Debtor, the Liquidating Trustee shall be the sole director and officer of the Debtor for the limited purpose of effectuating the terms of the Plan and this Confirmation Order.

37. Cancellation of Existing Stock and Agreements. On the Effective Date, all notes, stock, membership interests, instruments, certificates, and other documents evidencing any Claims in, or Interests of, the Debtor shall be canceled, of no further force, whether surrendered for cancellation or otherwise, and the obligations of the Debtor thereunder or in any way related thereto shall be discharged.

38. Payment of Statutory Fees. The Debtor or the Liquidating Trustee, as applicable, shall pay all U.S. Trustee Fees for each quarter (including any fraction thereof) until the Chapter 11 Case is converted, dismissed, or closed, whichever occurs first.

39. Exemption from Transfer Taxes. To the maximum extent provided by Bankruptcy Code section 1146(a), any transfers of property pursuant hereto shall not be subject to any stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, personal property tax, sales tax, use tax, privilege tax, or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be

deemed to direct the appropriate federal, state or local government officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (a) the creation of any mortgage, deed of trust, lien or other security interest; (b) the assuming and assigning any contract, lease or sublease; (c) any transaction authorized by the Plan; (d) any sale of an Asset by the Liquidating Trustee in furtherance of the Amended Plan, including but not limited to any sale of personal or real property; and (e) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan.

40. Recordable Form. This Confirmation Order shall be, and hereby is, declared to be in recordable form and shall be accepted by any filing or recording officer or authority of any applicable Governmental Unit for filing and recording purposes without further or additional orders, certifications, or other supporting documents. Further, the Court authorizes the Debtor to file a memorandum of this Confirmation Order in any appropriate filing or recording office as evidence of the matters herein contained.

41. Retention of Jurisdiction. The Court shall retain exclusive jurisdiction over the matters arising in, and under, and related to, the Chapter 11 Case, including any challenges to or efforts to modify, reverse, withdraw, or amend any provision of the Plan or this Confirmation Order, as set forth in Article XV of the Plan and Bankruptcy Code sections 105(a) and 1142.

42. Reversal or Vacatur. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtor's receipt of written notice of any such order. Notwithstanding any such reversal, modification, or vacatur of this Confirmation

Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

43. Severability of Plan Provisions. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtor, and (c) nonseverable and mutually dependent. Each provision of this Confirmation Order is nonseverable and mutually dependent on each other term of this Confirmation Order and the Plan.

44. Effect of Reference to the Plan in this Confirmation Order. The failure to reference or discuss any particular provision of the Plan or any related document in this Confirmation Order shall have no effect on the validity, binding effect, and enforceability of such provision and shall not constitute a waiver thereof, and each provision of the Plan shall have the same validity, binding effect, and enforceability as if fully set forth herein, it being the intent of the Court that the Plan be confirmed in its entirety and that all Plan-related documents be approved.

45. Headings. The headings of the paragraphs in this Confirmation Order have been used for convenience of reference only and shall not limit or otherwise affect the meaning of this Confirmation Order. Whenever the words “include,” “includes,” or “including” (or other words of similar import) are used in this Confirmation Order, they shall be deemed to be followed by the words “without limitation.”

46. Conflicts. The provisions of the Plan and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; *provided,*

however, that if there is any inconsistency between the provisions of the Plan and this Confirmation Order, the terms and conditions contained in this Confirmation Order shall govern and shall be deemed a modification to the Plan and shall control and take precedence.

47. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of (a) the State of Georgia shall govern the construction and implementation of the Plan and (except as may be provided otherwise in any such agreements, documents, or instruments) any agreements, documents, and instruments executed in connection with the Plan and (b) the laws of the state of incorporation of the Debtor shall govern corporate governance matters with respect to the Debtor, in each case without giving effect to the principles of conflicts of law thereof.

48. Applicable Non-Bankruptcy Law. Pursuant to Bankruptcy Code section 1123(a) and 1142(a), the provisions of this Confirmation Order, the Plan, and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

49. Notice Parties. After the Effective Date, the Liquidating Debtor is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to (a) those Entities who have filed renewed requests to receive documents and (b) those Entities whose rights are affected by such documents.

50. Immediate Binding Effect. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence immediately upon the entry hereof. The 14-day stay of this Confirmation Order under Bankruptcy Rule 3020(e) is hereby waived. The Plan and Plan Supplement shall be immediately effective and enforceable to the fullest extent permitted under the Bankruptcy Code and applicable nonbankruptcy law. Notwithstanding anything to the contrary in the Plan, the Bankruptcy Rules, including Bankruptcy Rule 3020(e), or otherwise, this

Confirmation Order shall be effective and enforceable immediately, and the Debtor is hereby authorized to consummate the Plan and the transactions contemplated thereby immediately upon the entry of this Confirmation Order.

51. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127.

52. Failure of Plan Consummation. If the Effective Date does not occur by January 31, 2024, then: (a) the Plan and this Confirmation Order will be null and void in all respects except as expressly set forth in this paragraph; (b) any settlement or compromise embodied in the Plan or this Confirmation Order, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (c) nothing contained in the Plan or this Confirmation Order shall (i) constitute a waiver or release of any Claims, Interests, or Causes of Action, (ii) prejudice in any manner the rights of any Debtor or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity, and all parties shall revert to the status quo as if this Confirmation had not been entered.

53. Terms of Injunctions or Stays. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in these chapter 11 cases pursuant to Bankruptcy Code sections 105 or 362 or any order of the Court shall remain in full force and effect

until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order (including the Injunction) shall remain in full force and effect in accordance with their terms.

54. Notice of Confirmation and Effective Date. The form of the notice of the entry of this Confirmation Order and occurrence of the Effective Date, attached hereto as **Exhibit B** (the “Confirmation Notice”) is hereby approved. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), as soon as reasonably practicable after the Effective Date, the Debtor shall file the Confirmation Notice and serve it by first class mail on each of the following at their respective addresses last known to the Debtor: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) all parties on the Master Service List in the Chapter 11 Case; (c) all known creditors of the Debtor; and (d) all known Holders of Interests in the Debtor. The Confirmation Notice need not be mailed to any person if a previous mailing to such person has been returned as undeliverable, unless the Debtor has been informed in writing of a corrected address for such person. The notice described in this paragraph shall have the effect of an order of the Court and shall constitute good and sufficient notice of the entry of this Confirmation Order, the relief granted herein, and the occurrence of the Effective Date, pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), and no other or further notice of entry of this Confirmation Order need to be given.

END OF DOCUMENT

Prepared and presented by:

/s/ Daniel M. Simon

Daniel M. Simon (Georgia Bar No. 690075)

MCDERMOTT WILL & EMERY LLP

1180 Peachtree Street NE, Suite 3350

Atlanta, Georgia 30309

Telephone: (404) 260-8535

Facsimile: (404) 393-5260

Email: dmsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)

MCDERMOTT WILL & EMERY LLP

444 West Lake Street, Suite 4000

Chicago, Illinois 60606

Telephone: (312) 372-2000

Facsimile: (312) 984-7700

Email: ekeil@mwe.com

Counsel for Debtor and Debtor-in-Possession

Distribution List

Daniel M. Simon
McDermott Will & Emery LLP
1180 Peachtree Street NE, Suite 3350
Atlanta, Georgia 30309

Emily Keil
McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606

Epiq Corporate Restructuring, LLC
777 Third Avenue, Third Floor
New York, NY 10017

EXHIBIT A

Plan

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:)	Chapter 11
)	
ENVISTACOM, LLC, ¹)	Case No. 23-52696-jwc
)	
Debtor.)	Related to Docket Nos. 134, 163, 166, 167, 177, 197, 198, 199, 200, 201
)	

**DEBTOR'S SECOND MODIFIED FIRST AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION**

MCDERMOTT WILL & EMERY LLP
Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Facsimile: (404) 393-5260
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Facsimile: (312) 984-7700
Email: ekeil@mwe.com

Counsel for Debtor and Debtor-in-Possession

Dated: November 9, 2023

¹ The last four digits of Envistacom, L.L.C.'s federal employer identification number are 4836. The service address for Envistacom, L.L.C. is 2870 Peachtree Road, #502, Atlanta, Georgia 30305.

TABLE OF CONTENTS

ARTICLE I. INTRODUCTION..... 4
 A. Overview4
 B. Summary of Treatment of Claims and Interests4

ARTICLE II. DEFINITIONS, RULES OF INTERPRETATION AND CONSTRUCTION,
 COMPUTATION OF TIME, AND GOVERNING LAW 8
 A. Definitions8
 B. Rules of Interpretation and Construction.....25
 C. Computation of Time26
 D. Governing Law.....26

ARTICLE III. BACKGROUND AND DISCLOSURES 26
 A. General Background.....26
 B. Circumstances Giving Rise to the Chapter 11 Case29
 C. The Chapter 11 Case33
 D. Releases and Exculpation.....39

ARTICLE IV. TREATMENT AND ALLOWANCE OF UNCLASSIFIED CLAIMS 39
 A. Administrative Expense Claims39
 B. Priority Tax Claims40
 C. Professional Fee Claims41
 D. Substantial Contribution Compensation and Expenses Bar Date41

ARTICLE V. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS 41
 A. Classification of Claims and Interests41
 B. Treatment of Claims and Interests.....44
 C. Special Provision Regarding Unimpaired Claims46
 D. Allowed Claims.....46

ARTICLE VI. CONFIRMATION AND VOTING PROCEDURES 46
 A. Confirmation Procedure46
 B. Statutory Requirements for Confirmation47
 C. Acceptance or Rejection of the Amended Plan51
 D. Voting Procedures52

ARTICLE VII. CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING 54
 A. General Bankruptcy Law and Plan Considerations54
 B. Risks Associated with Forward Looking Statements56
 C. Alternatives to Confirmation and Consummation of the Amended Plan57

ARTICLE VIII. CERTAIN FEDERAL INCOME TAX CONSEQUENCES 57
 A. Overview57
 B. Tax Consequences to U.S. Holders of Certain Allowed Claims59
 C. Tax Consequences to Non-U.S. Holders of Certain Allowed Claims60
 D. Matters Related to the Disputed Claims Reserve62

E.	Tax Consequences in Relation to the Liquidating Trust.....	63
F.	Information Reporting and Back-Up Withholding.....	65
ARTICLE IX. MEANS FOR IMPLEMENTATION OF THE AMENDED PLAN		65
A.	The Carsons Settlement.....	66
B.	Corporate Transactions.....	67
C.	Sources of Consideration for Plan Distributions	67
D.	The Liquidating Trust.....	68
E.	Corporate Action.....	68
F.	Books and Records.....	69
G.	Dissolution of the Committee.....	70
H.	Accounts and Reserves.....	70
I.	Exemption from Certain Transfer Taxes.....	72
J.	No Revesting of Assets in Debtor	72
K.	Applicability of Bankruptcy Code Sections 1145 and 1125(e).....	72
L.	Preservation of Causes of Action	73
ARTICLE X. PROVISIONS REGARDING THE LIQUIDATING TRUST		73
A.	Establishment and Administration of the Liquidating Trust	73
B.	Liquidating Trust Assets	73
C.	Other Funds to be Transferred to the Liquidating Trust.....	74
D.	Liquidating Trust Distributions and Expenses	74
E.	Appointment of the Liquidating Trustee	74
F.	Liquidating Trust Oversight Committee.....	75
G.	Liquidating Trust Beneficiaries	75
H.	Liquidating Trust Interests	75
I.	Certain Powers and Duties of the Liquidating Trust and Liquidating Trustee	76
ARTICLE XI. PROVISIONS GOVERNING DISTRIBUTIONS		78
A.	Distributions on Allowed Claims	78
B.	Disbursing Agent	78
C.	Delivery of Distributions and Undeliverable or Unclaimed Distributions	78
D.	Timing of Distributions	80
E.	Means of Cash Payment.....	80
F.	Interest on Claims	80
G.	No Creditor to Receive More than Payment in Full.....	80
H.	Withholding and Reporting Requirements.....	80
I.	Setoffs	81
J.	Procedure for Treating and Resolving Disputed, Contingent, and/or Unliquidated Claims	81
ARTICLE XII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES		84
A.	Rejection of Executory Contracts and Unexpired Leases	84
B.	Rejection Bar Date	84
ARTICLE XIII. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE AMENDED PLAN.....		84

A.	Conditions Precedent to Confirmation	84
B.	Conditions Precedent to Effective Date.....	85
C.	Establishing the Effective Date	85
D.	Waiver of Conditions to Effective Date	85
E.	Consequences of Non-Occurrence of Effective Date.....	86
ARTICLE XIV. EFFECTS OF CONFIRMATION		86
A.	Compromise and Settlement of Claims and Controversies	86
B.	Binding Effect	86
C.	Discharge of the Debtor	87
D.	Releases.....	87
E.	Exculpation and Limitation of Liability	89
F.	Injunction	90
ARTICLE XV. RETENTION OF JURISDICTION		91
A.	Retention of Jurisdiction	91
B.	Retention of Non-Exclusive Jurisdiction by the Court.....	93
C.	Alternative Jurisdiction	93
D.	Failure of Court to Exercise Jurisdiction	93
ARTICLE XVI. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE AMENDED PLAN		93
A.	Modifications and Amendments	93
B.	Effect of Confirmation on Modifications	94
C.	Revocation or Withdrawal of the Amended Plan.....	94
ARTICLE XVII. MISCELLANEOUS PROVISIONS		94
A.	Terminations of Injunctions or Stays.....	94
B.	Severability of Provisions	94
C.	Payment of Statutory Fees.....	95
D.	Service of Documents	95
E.	2002 Service List.....	96
F.	Filing of Additional Documents.....	96
G.	Plan Supplement(s)	96
H.	Votes Solicited in Good Faith	96
I.	Closing of Chapter 11 Case.....	97
J.	No Admissions	97
K.	Inconsistency.....	97
L.	Request for Expedited Determination of Taxes	97
M.	Reservation of Rights	97

DISCLAIMERS

THIS FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN CONTAINS CERTAIN SUMMARIES OF CERTAIN STATUTORY PROVISIONS AND CERTAIN DOCUMENTS RELATED TO THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN THAT MAY BE ATTACHED AND ARE INCORPORATED BY REFERENCE AND DESCRIBES CERTAIN EVENTS IN THE CHAPTER 11 CASE. ALTHOUGH THE DEBTOR BELIEVES THAT THIS INFORMATION IS FAIR AND ACCURATE, THIS INFORMATION IS QUALIFIED IN ITS ENTIRETY TO THE EXTENT THAT IT DOES NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. THE TERMS OF THE DOCUMENTS RELATED TO THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN AND APPLICABLE STATUTES GOVERN IN THE EVENT OF ANY DISCREPANCY WITH THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN. CREDITORS AND OTHER INTERESTED PARTIES SHOULD READ THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN, THE DOCUMENTS RELATED THERETO, AND THE APPLICABLE STATUTES THEMSELVES FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS.

THE FACTUAL STATEMENTS AND REPRESENTATIONS CONTAINED HEREIN OR ATTACHED HERETO IS MADE BY THE DEBTOR ONLY AS OF THE DATE OF THIS FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN, UNLESS ANOTHER TIME IS SPECIFIED. THIS FIRST AMENDED 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. THERE CAN BE NO ASSURANCES THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THIS DATE. THE DEBTOR DISCLAIMS ANY OBLIGATION TO UPDATE ANY SUCH STATEMENTS AFTER THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE AMENDED PLAN. THE DELIVERY OF THE FIRST AMENDED 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.

NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTOR'S BUSINESS. EXCEPT WHERE SPECIFICALLY NOTED, THE FINANCIAL INFORMATION CONTAINED IN THIS FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN AND IN THE RELATED EXHIBITS HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES OR ANY OTHER JURISDICTION.

THIS FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 1123 AND

1125 AND BANKRUPTCY RULE 3016 AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-BANKRUPTCY LAWS. THIS FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), ANY STATE SECURITIES COMMISSION OR ANY SECURITIES EXCHANGE OR ASSOCIATION, NOR HAS THE SEC, ANY STATE SECURITIES COMMISSION, OR ANY SECURITIES EXCHANGE OR ASSOCIATION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. NO OTHER GOVERNMENTAL OR OTHER REGULATORY 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 FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTOR OR HOLDERS OF CLAIMS OR INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS AND INVOLVE MATERIAL RISKS AND UNCERTAINTIES THAT ARE SUBJECT TO CHANGE BASED ON A NUMBER OF FACTORS. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES AND THE DEBTOR’S FUTURE PERFORMANCE AND FINANCIAL RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED IN ANY SUCH FORWARD-LOOKING STATEMENTS.

ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN ARE BASED UPON THE ANALYSES PERFORMED BY THE DEBTOR AND ITS ADVISORS. ALTHOUGH THE DEBTOR AND ITS ADVISORS HAVE MADE EVERY EFFORT TO VERIFY THE ACCURACY OF THE INFORMATION PRESENTED HEREIN, THE DEBTOR AND ITS ADVISORS CANNOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THIS INFORMATION.

HOLDERS OF CLAIMS AND INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS FIRST AMENDED 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 FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE AMENDED PLAN, YOU ARE RECEIVING A BALLOT WITH YOUR NOTICE OF THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN. PRIOR TO DECIDING WHETHER OR HOW TO VOTE ON THIS PLAN, EACH HOLDER OF A CLAIM THAT IS ENTITLED TO VOTE SHOULD CAREFULLY REVIEW ALL OF THE INFORMATION IN

THIS FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL HEREIN.

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

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

**ARTICLE I.
INTRODUCTION**

A. Overview²

The Debtor hereby proposes the Debtor’s First Amended Combined Disclosure Statement and Plan (the disclosure statement portion hereof, the “Amended Disclosure Statement” and the chapter 11 plan portion hereof, the “Amended Plan”, as may be subsequently modified, amended, or supplemented from time to time),³ pursuant to Bankruptcy Code sections 1125 and 1129. The Debtor is the proponent of the Amended Plan within the meaning of Bankruptcy Code section 1129.

The Debtor submits the Amended Disclosure Statement pursuant to Bankruptcy Code section 1125 to Holders of Claims against and Interests in the Debtor in connection with (i) solicitation of acceptances of the Amended Plan; and (b) the hearing to consider final approval of the Amended Disclosure Statement and Confirmation of the Amended Plan. The Amended Disclosure Statement contains, among other things, a discussion of the Debtor’s history, prior business operations, events leading to the filing of the Chapter 11 Case, significant events that have occurred during the Chapter 11 Case, certain risk factors, and a discussion of certain other related matters. The Amended Disclosure Statement also discusses the Confirmation process and the procedures for voting, which procedures must be followed by the Holders of Claims entitled to vote under the Amended Plan for their votes to be counted.

The Amended Plan constitutes a liquidating chapter 11 plan for the Debtor. Except as otherwise provided by Order of the Court, Distributions will occur on the Effective Date or as soon thereafter as is practicable. The Amended Plan provides that, upon the Effective Date, the Liquidating Trust Assets will be transferred to the Liquidating Trust and the Debtor will be dissolved under applicable law as soon as practicable. The Liquidating Trust Assets will be administered and distributed as soon as practicable pursuant to the terms of the Amended Plan and the Liquidating Trust Agreement.

Subject to the restrictions on modifications set forth in Bankruptcy Code section 1127 of and Bankruptcy Rule 3019 and those restrictions on modifications set forth in Article XVI.A hereof, the Debtor expressly reserves the right to alter, amend, or modify the Amended Plan, one or more times, before its substantial consummation.

B. Summary of Treatment of Claims and Interests

ALL HOLDERS OF CLAIMS AGAINST THE DEBTOR ENTITLED TO VOTE ON THE AMENDED PLAN ARE ENCOURAGED TO READ THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN IN ITS ENTIRETY, AND TO

² Capitalized terms used but not defined in this introduction shall have the same meanings set forth in Article II.A hereof.

³ This version of the First Amended Disclosure Statement and Plan amends and supersedes the prior version filed at Docket No. 163 in its entirety. 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: <http://dm.epiq11.com/Envistacom>.

CONSULT WITH AN ATTORNEY, BEFORE VOTING TO ACCEPT OR REJECT THE AMENDED PLAN.

The classification and treatment of Claims against and Interests in the Debtor pursuant to the Amended Plan is as set forth below and as further detailed in Article V hereof:⁴

Class	Claim / Interest	Treatment	Status	Voting Rights	Estimated Dollar Amount of Allowed Claims / Approximate Recovery ⁵
1	Priority Non-Tax Claims	On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Priority Non-Tax Claim shall receive, on account of, in exchange for, and in full satisfaction of such Allowed Priority Non-Tax Claim, (a) Cash equal to the unpaid portion of such Allowed Priority Non-Tax Claim or (b) such other treatment as to which such Holder and the Debtor or the Liquidating Trustee, as applicable, shall have agreed upon in writing.	Unimpaired	Deemed to Accept	<u>Amount:</u> ~\$659,000.00 <u>Recovery:</u> 100%
2	Other Secured Claims	On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Other Secured Claim shall receive, on account of, in exchange for, and in full	Unimpaired	Deemed to Accept	<u>Amount:</u> \$0 <u>Recovery:</u> 100%

⁴ The information set forth herein is provided in summary form for illustrative purposes only and is subject to material change based on certain contingencies, including those related to the Claims reconciliation process. Actual recoveries may widely vary within these ranges and any changes to any of the assumptions underlying these amounts could result in material adjustments to recovery estimates provided herein and/or the actual distributions received by Holders of Allowed Claims. The projected recoveries are based on information available to the Debtor as of the date hereof and reflect the Debtor's estimate as of the date hereof only. In addition to the cautionary notes contained elsewhere in the Combined Disclosure Statement and Plan, it is underscored that the Debtor makes no representation as to the accuracy of these recovery estimates. The Debtor expressly disclaims any obligation to update any estimates or assumptions after the date hereof on any basis (including new or different information received and/or errors discovered).

⁵ These estimates take into account potential proceeds from the De Minimis Asset Sales, payments from the Carsons Settlement and potential proceeds from the successful prosecution and liquidation of the Government Claim.

Class	Claim / Interest	Treatment	Status	Voting Rights	Estimated Dollar Amount of Allowed Claims / Approximate Recovery ⁵
		satisfaction of such Allowed Other Secured Claim, (a) Cash equal to the value of such Allowed Other Secured Claim, (b) a return of the Holder's Collateral securing the Other Secured Claim, (c) such treatment required under Bankruptcy Code section 1124(2) for such Claim to be rendered Unimpaired, or (d) such other treatment as to which such Holder and the Debtor or the Liquidating Trustee, as applicable, shall have agreed upon in writing.			
3	Northern Trust Secured Claim	On the Effective Date, the Holder of the Northern Trust Secured Claim shall indefeasibly be paid, on account of and in exchange for the Debtor's obligations in respect of the Northern Trust Secured Claim, such amount as is necessary to satisfy all but \$1.5 million of the Northern Trust Secured Claim, upon which Northern Trust's liens and security interests against the Debtor's assets shall be released and forever discharged; <i>provided, however,</i> Northern Trust shall retain its liens on the property of all non-Debtors that presently secure the Northern Trust Secured Claim until the Northern Trust Remaining Claim is indefeasibly satisfied in full.	Impaired	<i>Entitled to Vote</i>	<p><u>Amount:</u> \$4,916,952.17, <i>plus</i> interest of \$170,611.41 through October 10, 2023 <i>plus</i> per diem interest of \$1,136.3622793 from October 11, 2023 and thereafter <i>plus</i> attorneys' fees and costs through September 30, 2023 of \$136,088.44, <i>plus</i> additional attorneys' fees and expenses incurred thereafter</p> <p><u>Recovery:</u> ~70%</p>

Class	Claim / Interest	Treatment	Status	Voting Rights	Estimated Dollar Amount of Allowed Claims / Approximate Recovery ⁵
4	General Unsecured Claims	On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim shall receive, on account of and in exchange for such Allowed General Unsecured Claim, its Pro Rata share of the Liquidating Trust Interests, or such other less favorable treatment as to which the Debtor or Liquidating Trust, as applicable, and the Holder of such Allowed General Unsecured Claim shall have agreed upon in writing.	Impaired	<i>Entitled to Vote</i>	<p><u>Amount:</u> \$30,500,000.00</p> <p><u>Recovery:</u> 14.45% - 34.47%⁶</p>
5	Existing Interests	On the Effective Date, all Existing Interests will be cancelled, released, and extinguished, and each such Holder of an Existing Interest shall not be entitled to, and shall not receive or retain, any property or interest in property on account of such Existing Interest.	Impaired	Deemed to Reject	<u>Recovery:</u> 0%

As reflected above, the projected recovery under the Amended Plan on account of Class 4 (General Unsecured Claims) is 14.45% - 34.47%. In the event the Amended Plan is not confirmed and the Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code, the Carsons Settlement (described in detail below) will be void and no such recovery will be available. While a chapter 7 trustee could prosecute certain Causes of Action in chapter 7, the outcome of such litigation is speculative, uncertain, and unknown, and even if successful, would likely return a small fraction (or, potentially nothing) to Holders of General Unsecured Claims, as compared to the recoveries under the Amended Plan.

⁶ This estimated recovery for Holders of General Unsecured Claims depends on a variety of factors, including, among others, (a) the successful prosecution and liquidation by the Debtor or the Liquidating Trust, as applicable, of the Government Claim (which would increase Distributions to Holders of General Unsecured Claims); and (b) the filing of an Allowed Claim by the U.S. government against the Debtor (which may reduce Distributions to Holders of General Unsecured Claims).

Therefore, in the Debtor's view, the Amended Plan offers Holders of Allowed General Unsecured Claims the best (and likely only) opportunity for a meaningful financial recovery and is in the best interests of all creditors. Accordingly, the Debtor urges the Holders of General Unsecured Claims to vote to accept the Amended Plan.

The Committee has independently concluded that the Amended Plan is in the best interests of general unsecured creditors and urges such creditors to vote in favor of the Amended Plan. A letter from the Committee expressing its support for the Amended Plan is included in the solicitation materials.

**ARTICLE II.
DEFINITIONS, RULES OF INTERPRETATION AND CONSTRUCTION,
COMPUTATION OF TIME, AND GOVERNING LAW**

A. Definitions

For purposes of the First Amended Combined Disclosure Statement and Plan, except as expressly provided herein or unless the context otherwise requires, all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in this Article II.

1.1 **"503(b)(9) Claim"** means any Claim against the Debtor under Bankruptcy Code section 503(b)(9) for the value of goods sold to the Debtor in the ordinary course of business and received by the Debtor within twenty days before the Petition Date.

1.2 **"ABC Proceeding"** means that certain assignment for the benefit of creditors commenced by the Debtor in Gwinnett County, Georgia on February 28, 2023 following the execution of the Deed of Assignment and the subsequent assignment for the purpose of liquidation all of the Debtor's right, title, and interest in all of its Assets to the Assignee.

1.3 **"Acceptable Account"** shall have the meaning set forth in Article III.A.4 hereof.

1.4 **"Accrued PTO Claim"** means a Claim held by a former employee of the Debtor for prepetition accrued but unpaid paid time off.

1.5 **"Action Capital"** means Action Capital Corporation.

1.6 **"Action Capital Lien"** shall have the meaning set forth in Article III.A.4 hereof.

1.7 **"Administrative and Priority Claims Estimate"** means, as of the Effective Date, the estimated amount, exclusive of Professional Fee Claims, of all unpaid Claims that will be Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims.

1.8 **"Administrative Expense Claim"** means a Claim against the Debtor or its Estate for costs or expenses of administration of the Estate pursuant to Bankruptcy Code sections 364(c)(1), 503(b), 503(c), 507(b), or 1114(e)(2), including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estate

and operating the business of the Debtor; (b) compensation for legal, financial advisory, accounting, and other services and reimbursement of expenses awarded or allowed under Bankruptcy Code sections 330(a) or 331, including Professional Fee Claims; and (c) all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. sections 1911-1930.

1.9 “Administrative Expense Claim Bar Date” means the date by which a request for payment of an Administrative Expense Claim (other than a Professional Fee Claim or any Statutory Fees) must be Filed and is 30 days after the Effective Date; *provided that* 503(b)(9) Claims shall be subject to the General Bar Date and Professional Fee Claims shall be subject to the Professional Fee Claim Bar Date.

1.10 “Administrative Expense Claim Objection Deadline” means the date that is no later than 30 days after the later of (a) the Effective Date and (b) any filing of any Administrative Expense Claim (other than a Professional Fee Claim) or filing of any request for payment of Administrative Expense Claim, unless such objection deadline is extended by Order of the Court.

1.11 “Administrative Expense Claims Reserve” means the reserve of Cash funded by the Debtor and maintained by the Liquidating Trust for the benefit of Holders of Allowed Administrative Expense Claims (exclusive of Holders of Professional Fee Claims, the reserve for which Holders shall be the Professional Fee Reserve), Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims in an amount equal to the Administrative and Priority Claims Estimate.

1.12 “ADS” means Atlantic Diving Supply, Inc.

1.13 “ADS Lien” shall have the meaning set forth in Article III.A.4 hereof.

1.14 “Advance” shall have the meaning set forth in Article III.A.4 hereof.

1.15 “Affiliate” shall have the meaning set forth in Bankruptcy Code section 101(2). With respect to any Person that is not a Debtor, the term “Affiliate” shall apply to such Person as if the Person was the Debtor.

1.16 “Agrinzonis” means Agrinzonis, LLC.

1.17 “Agrinzonis Proceeds” means the allocable proceeds to Agrinzonis related to the sale of all or substantially all of the assets of (or equity interests in) Lite Coms.

1.18 “Agrinzonis Security Agreement” shall have the meaning set forth in Article IX.A hereof.

1.19 “Allowed” means, when used in reference to a Claim or Interest within a particular Class, an Allowed Claim or Interest in the specified Class or of a specified type.

1.20 “Allowed Claim” means a Claim or any portion thereof (a) that has been allowed by a Final Order of the Court, (b) that has been Scheduled as a liquidated, non-contingent, and undisputed Claim in an amount greater than zero in the Schedules, and the Schedules have not been amended with respect to such Claim on or before the Claims Objection Deadline or the

expiration of such other applicable period fixed by the Court, (c) that is the subject of a timely Filed Proof of Claim and either (i) no objection to its allowance has been Filed on or before the Claims Objection Deadline or the expiration of such other applicable period fixed by the Court or (ii) any objection to its allowance has been settled, waived through payment or withdrawn, or has been denied by a Final Order, or (d) that is expressly allowed in a liquidated amount (x) in the Amended Plan or (y) after the Effective Date, by the Liquidating Trustee in writing; *provided, however*, that with respect to an Administrative Expense Claim, “Allowed Claim” means an Administrative Expense Claim as to which a timely written request for payment has been made in accordance with applicable bar dates for such requests set by the Court (if such written request is required) in each case as to which (a) the Debtor or the Liquidating Trustee, as applicable, or any other party-in-interest (x) has not Filed an objection on or before the Administrative Expense Claims Objection Deadline or the expiration of such other applicable period fixed by the Court or (y) has interposed a timely objection and such objection has been settled, waived through payment or withdrawn, or has been denied by Final Order, or (b) after the Effective Date, the Liquidating Trustee has expressly allowed in a liquidated amount in writing. For purposes of computing Distributions under the Amended Plan, a Claim that has been deemed “Allowed” shall not include interest, fees, costs, or charges on such Claim from and after the Petition Date, except as provided in Bankruptcy Code section 506(b) or as otherwise expressly set forth in the Amended Plan.

1.21 “**Amended Disclosure Statement**” shall have the meaning set forth in Article I.A hereof.

1.22 “**Amended Plan**” shall have the meaning set forth in Article I.A hereof.

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

1.24 “**Assets**” means all of the assets of the Debtor of any nature whatsoever, including, without limitation, all property of the Estate pursuant to Bankruptcy Code section 541, Cash (including proceeds from the De Minimis Asset Sales), Causes of Action, accounts receivable, tax refunds, claims of right, interests and property, real and personal, tangible and intangible, and the proceeds of all of the foregoing.

1.25 “**Assignee**” means Asset Recovery Associates Envistacom, LLC, a Georgia limited liability company.

1.26 “**ATG**” means Apothym Technologies Group, LLC.

1.27 “**ATG Business**” shall have the meaning set forth in Article III.A.2 hereof.

1.28 “**ATG Payment**” means the payment to the Debtor or the Liquidating Trust by (a) the buyer of ATG’s assets or equity interests or (b) the Carsons, as applicable, of \$1.6 million on the Effective Date.

1.29 “**ATG Receivable**” shall have the meaning set forth in Article III.A.2 hereof.

1.30 “**Auctioneer**” means Bullseye Auction & Appraisal, LLC.

1.31 “Avoidance Actions” means any and all Claims and Causes of Action of the Debtor arising under chapter 5 of the Bankruptcy Code, including, without limitation, sections 544, 545, 547, 548, 549, and 550 thereof, or their state law analogs.

1.32 “Ballot” means the applicable form or forms of ballot(s) distributed to each Holder of an Impaired Claim entitled to vote on the Amended Plan on which the Holder indicates either acceptance or rejection of the Amended Plan.

1.33 “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Case.

1.34 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms, and the Local Rules, as each has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Case.

1.35 “Bar Date” means, with respect to any particular Claim, the specific date set by the Court as the last day for Filing Proofs of Claim against the Debtor in the Chapter 11 Case for that specific Claim.

1.36 “Bar Date Motion” means the *Debtor’s Motion for Entry of an Order (I) Establishing Bar Dates for Filing Claims Against the Debtor; (II) Approving Form and Manner of Notice Thereof; and (III) Granting Related Relief* [Docket No. 91], Filed by the Debtor on June 1, 2023.

1.37 “Bar Date Order” means the *Order (I) Establishing Bar Dates for Filing Claims Against the Debtor; (II) Approving Form and Manner of Notice Thereof; and (III) Granting Related Relief* [Docket No. 122], entered on the Docket by the Court on June 26, 2023.

1.38 “BLA” shall have the meaning set forth in Article III.A.4 hereof.

1.39 “Board” means the board of directors of the Debtor.

1.40 “Boggs Lease” means that certain *Industrial Lease Agreement* by and among the Debtor and the Landlord, dated September 9, 2016, as subsequently amended on March 1, 2017, November 1, 2017, February 8, 2019, July 8, 2021, and October 18, 2021, for building 200 (suite 250) and building 300 (suites 300-350) located at 2150 Boggs Road, Duluth, Georgia 30096.

1.41 “Books and Records” means any and all books and records of the Debtor, including any and all documents and any and all computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of the Debtor maintained by or in the possession of third parties, wherever located.

1.42 “Building #200 Assets” shall have the meaning set forth in Article III.C.5 herein.

1.43 “Building #300 Assets” shall have the meaning set forth in Article III.C.5 herein.

- 1.44 “**Bullseye**” means Bullseye Auction & Appraisal, LLC.
- 1.45 “**Business Day**” means any day other than a Saturday, Sunday, or any legal holiday (as that term is defined in Bankruptcy Rule 9006(a)).
- 1.46 “**Carsons**” means Alan Carson and Alyssa Carson.
- 1.47 “**Carsons Amended Forbearance Agreement**” shall have the meaning set forth in Article IX.A hereof.
- 1.48 “**Carsons Backstop Payment**” shall have the meaning set forth in Article IX.A hereof.
- 1.49 “**Carsons Cash Payment**” means the payment by the Carsons to the Liquidating Trust of \$900,000 in cash pursuant to the timing set forth in Article IX.A hereof.
- 1.50 “**Carsons Settlement**” shall have the meaning set forth in Article IX.A hereof.
- 1.51 “**Carve-Out**” shall have the meaning set forth in the Final Cash Collateral Order.
- 1.52 “**Cash**” means legal tender of the United States of America and equivalents thereof.
- 1.53 “**Cash Collateral Budget**” means the budget depicting cash revenue, receipts, expenses, and disbursements in connection with the Debtor’s use of cash collateral, which must be approved in accordance with the terms of the Final Cash Collateral Order.
- 1.54 “**Cash Collateral Motion**” means the *Debtor’s Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtor to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Lender; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 51], Filed by the Debtor on May 12, 2023.
- 1.55 “**Cash Collateral Orders**” means the Interim Cash Collateral Order and the Final Cash Collateral Order.
- 1.56 “**Causes of Action**” means any and all claims, actions, proceedings, causes of action, Avoidance Actions, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and Claims, whether known or unknown, reduced to judgment or not reduced to judgment, liquidated or unliquidated, contingent or non-contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Case, through and including the Effective Date, that the Debtor and/or the Estate may hold against any Person or Entity, except those Persons and Entities released pursuant to Article XIV.D hereof.
- 1.57 “**Chapter 11 Case**” means the chapter 11 case commenced by the Debtor and administered under case number 23-52696-jwc in the Court.

1.58 “Claim” means a claim against the Debtor, whether or not asserted, as such term is defined in Bankruptcy Code section 101(5).

1.59 “Claims and Noticing Agent” means Epiq Corporate Restructuring, LLC or any successor thereto.

1.60 “Claims Objection Deadline” means the last day for filing objections to Claims (other than Disallowed Claims for which no objection or request for estimation is required or Administrative Expense Claims for which the deadline is the Administrative Expense Claims Objection Deadline), which day shall be 180 days after the Effective Date, or such other date as may be ordered by the Court. For the avoidance of doubt, the Claims Objection Deadline may be extended one or more times by the Court upon a motion Filed by the Liquidating Trustee and/or Liquidating Trust, as applicable.

1.61 “Class” means each category or group of Holders of Claims or Interests that has been designated as a class in 0 hereof.

1.62 “Clerk” means the clerk of the Court.

1.63 “CLO” means Katie S. Goodman, in her capacity as the Chief Liquidation Officer of the Debtor.

1.64 “Collateral” means any property or interest in property of the Debtor’s Estate subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law.

1.65 “Combined Hearing” means the hearing held by the Court to consider (a) final approval of the Amended Disclosure Statement as providing adequate information pursuant to Bankruptcy Code section 1125 and (b) confirmation of the Amended Plan pursuant to Bankruptcy Code section 1129, as such hearing may be adjourned or continued from time to time.

1.66 “Combined Hearing Notice” shall have the meaning set forth in Article VI.D.2 hereof.

1.67 “Committee” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee as of May 30, 2023 [Docket No. 86].

1.68 “Complex Case Procedures” means the Second Amended and Restated General Order No. 26-2019, Procedures for Complex Chapter 11 Cases, dated February 6, 2023.

1.69 “Conditional Approval and Procedures Motion” the Debtor’s Motion for Entry of an Order (I) Granting Interim Approval of the Disclosures Contained in the Combined Disclosure Statement and Plan for Solicitation Purposes Only; (II) Scheduling the Combined Hearing and Setting Deadlines Related Thereto; (III) Approving the Form of Combined Hearing Notice; (IV) Approving Procedures for Notice, Solicitation, and Tabulation of Votes to Accept or Reject the Form of Ballots and Notices in Connection Therewith; (V) Approving the Form of

Ballots and Notices in Connection Therewith; and (VI) Granting Related Relief [Docket No. 136], Filed by the Debtor on July 6, 2023.

1.70 “Conditional Approval and Procedures Order” means the *Order (I) Granting Interim Approval of the Disclosures Contained in the Combined Disclosure Statement and Plan for Solicitation Purposes Only; (II) Scheduling the Combined Hearing and Setting Deadlines Related Thereto; (III) Approving the Form of Combined Hearing Notice; (IV) Approving Procedures for Notice, Solicitation, and Tabulation of Votes to Accept or Reject the Form of Ballots and Notices in Connection Therewith; (V) Approving the Form of Ballots and Notices in Connection Therewith; and (VI) Granting Related Relief* [Docket No. 167], entered on the Docket by the Court on September 13, 2023.

1.71 “Confirmation” means the entry of the Confirmation Order, subject to all conditions specified in Article XIII.A having been satisfied or waived pursuant to Article XIII.D.

1.72 “Confirmation Date” means the date of entry of the Confirmation Order on the docket of the Chapter 11 Case within the meaning of Bankruptcy Rules 5003 and 9021.

1.73 “Confirmation Order” means the order of the Court (a) approving the Amended Disclosure Statement as providing adequate information pursuant to Bankruptcy Code section 1125 on a final basis and (b) confirming the Amended Plan pursuant to Bankruptcy Code section 1129.

1.74 “Consultants” means the following former employees of the Debtor who provided critical services to the Debtor following the filing of the Involuntary Case: (a) Thomas F. Proctor; (b) LaTasha Allen; (c) Bridget Crowell; (d) Brian Strange; (e) Vernon Middleton; (f) Elisabeth Corkran; and (g) Laura Rabin.

1.75 “Consummation” means the occurrence of the Effective Date.

1.76 “Contingent” means, with reference to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which, or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

1.77 “Corporate Transactions” shall have the meaning set forth in Article IX.A hereof.

1.78 “Court” means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, having jurisdiction over the Chapter 11 Case, or such other court as may have jurisdiction over the Chapter 11 Case.

1.79 “Creditor” means any Person or Entity that is the Holder of a Claim against the Debtor.

1.80 “Criminal Proceeding” shall have the meaning set forth in Article III.B.1 hereof.

1.81 “CSA” shall have the meaning set forth in Article III.A.4 hereof.

1.82 “**De Minimis Assets**” means the Assets sold pursuant to the De Minimis Asset Sale Order.

1.83 “**De Minimis Asset Sale Motion**” means the *Debtor’s Motion for Entry of an Order (I) Authorizing and Approving Procedures for Sale or Abandonment of De Minimis Assets; (II) Authorizing Debtor to (A) Retain Bullseye Auction & Appraisal, LLC as Auctioneer and (B) Pay Commissions in Connection with Any De Minimis Asset Sale; (III) Authorizing Sale and Transfer of De Minimis Assets Free and Clear of Liens, Claims, Encumbrances, or Interests; (IV) Authorizing Abandonment of De Minimis Assets; (V) Approving Rejection of Boggs Lease as of the Consummation Date; and (VI) Granting Related Relief* [Docket No. 76], Filed by the Debtor on May 23, 2023.

1.84 “**De Minimis Asset Sale Order**” means the *Order (I) Authorizing and Approving Procedures for Sale or Abandonment of De Minimis Assets; (II) Authorizing Debtor to (A) Retain Bullseye Auction & Appraisal, LLC as Auctioneer and (B) Pay Commissions in Connection with Any De Minimis Asset Sale; (III) Authorizing Sale and Transfer of De Minimis Assets Free and Clear of Liens, Claims, Encumbrances, or Interests; (IV) Authorizing Abandonment of De Minimis Assets; (V) Approving Rejection of Boggs Lease as of the Consummation Date; and (VI) Granting Related Relief* [Docket No. 96], entered on the Docket by the Court on June 8, 2023.

1.85 “**De Minimis Asset Sales**” means the sales of De Minimis Assets conducted pursuant to the De Minimis Asset Sale Order.

1.86 “**Debtor**” means Envistacom, L.L.C.

1.87 “**Deed of Assignment**” means that certain *Deed of Assignment* dated February 28, 2023 by and between the Debtor and the Assignee.

1.88 “**Delivery Order**” shall have the meaning set forth in Article III.B.1 hereof.

1.89 “**Disallowed**” means, when used in reference to a Claim or Interest within a particular Class, an Disallowed Claim or Interest in the specified Class or of a specified type.

1.90 “**Disallowed Claim**” means a Claim or any portion thereof that (a) has been disallowed by a Final Order, (b) is Scheduled at zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim has been Filed by the Bar Date or deemed timely Filed with the Court pursuant to either the Bankruptcy Code or any Final Order or under applicable law, (c) is not Scheduled, and as to which (i) no Proof of Claim has been Filed by the Bar Date or deemed timely Filed with the Court pursuant to either the Bankruptcy Code or any Final Order or under applicable law, and (ii) no request for payment of an Administrative Expense Claim has been Filed by the Administrative Expense Claim Bar Date or deemed timely Filed with the Court pursuant to either the Bankruptcy Code or any Final Order or under applicable law, or (d) after the Effective Date, has been disallowed in a written agreement by and between the Liquidating Trustee and the Holder of such Claim.

1.91 “**Disbursing Agent**” means (a) on or prior to the Effective Date, the Debtor, and (b) after the Effective Date, the Liquidating Trustee; *provided, however*, that the Debtor or the Liquidating Trustee may, in its discretion, retain a third party to act as Disbursing Agent.

1.92 “Disputed Claim” means a Claim or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim, that (a) has not been Scheduled by the Debtor or has been Scheduled as unknown, contingent, unliquidated, disputed, or at zero, whether or not such Claim is the subject of a proof of Claim; (b) is the subject of a proof of Claim that differs in nature, amount or priority from the Schedules (except to the extent that the Liquidating Trustee elects, in its discretion, to treat the Claim asserted in such proof of Claim as an Allowed Claim, subject to the approval of the Liquidating Trust Oversight Committee); or (c) is the subject of an objection interposed by the Claims Objection Deadline or such other time period fixed by the Court, which has not been withdrawn or overruled by a Final Order; *provided, however*, that a Claim shall not be a Disputed Claim to the extent it becomes an Allowed Claim or Disallowed Claim.

1.93 “Disputed Claim Amount” means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) the liquidated amount set forth in the Proof of Claim relating to a Disputed Claim; (ii) an amount agreed to by the Debtor or the Liquidating Trustee, as applicable, and the Holder of such Disputed Claim; or (iii) if a request for estimation is Filed by any party, the amount at which such Claim is estimated by the Court; (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) an amount agreed to by the Debtor or the Liquidating Trustee, as applicable, and the Holder of such Disputed Claim or (ii) the amount estimated by the Court with respect to such Disputed Claim; or (c) if the Claim is a Disallowed Claim, zero.

1.94 “Disputed Claims Reserve” means the reserve established and maintained by the Liquidating Trust pursuant to and in accordance with the terms of the Liquidating Trust Agreement for the payment of Disputed Claims that become Allowed Claims after the Effective Date. The Disputed Claims Reserve need not be maintained by the Liquidating Trust in a segregated account.

1.95 “Distribution” means any distribution to be made by the Disbursing Agent in accordance with the Amended Plan of, as the case may be: (a) Cash or (b) any other consideration or residual value distributed to Holders of Allowed Claims under the terms and provisions of the Amended Plan.

1.96 “Distribution Date” means any date on which a Distribution is made to Holders of Allowed Claims under the Amended Plan, or as otherwise agreed. The first Distributions shall occur on or as soon as practicable after the Effective Date or as otherwise determined by the Liquidating Trustee. To the extent subsequent Distributions are necessary, such subsequent Distributions shall occur as soon after the first Distribution Date as the Liquidating Trustee shall determine in accordance with the Liquidating Trust Agreement.

1.97 “Distribution Record Date” means the record date for the purpose of determining Holders of Allowed Claims entitled to receive Distributions under the Amended Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date designated in the Confirmation Order or any subsequent Court order.

1.98 “Docket” means the docket in the Chapter 11 Case maintained by the Clerk.

1.99 “DoD” shall have the meaning set forth in Article III.A.3 hereof.

1.100 “Effective Date” means the first Business Day on which all conditions to the Consummation of the Amended Plan set forth in Article XIII.B have been satisfied or waived in accordance with Article XIII.D.

1.101 “Entity” means an entity as defined in Bankruptcy Code section 101(15).

1.102 “Envistacom” means Envistacom, L.L.C.

1.103 “Epiq” means Epiq Corporate Restructuring, LLC.

1.104 “Estate” means the estate of the Debtor created upon the commencement of the Chapter 11 Case pursuant to Bankruptcy Code section 541.

1.105 “Exculpated Parties” means, collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Committee and each member thereof (solely in its capacity as such); (c) Michael A. Roye; (d) Katie S. Goodman; and (e) any retained Professional of the Debtor or the Committee.

1.106 “Executory Contract” means a contract to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code section 365.

1.107 “Exhibit” means an exhibit attached to the First Amended Combined Disclosure Statement and Plan.

1.108 “Existing Interests” means any and all Interests in the Debtor.

1.109 “Face Amount” means (a) when used in referenced to a Disputed Claim or Disallowed Claim, the Disputed Claim amount; and (b) when used in reference to an Allowed Claim, the Allowed amount of such Claim.

1.110 “FATCA” shall have the meaning set forth in Article VIII.C.3 hereof.

1.111 “File”, “Filed”, or “Filing” means, file, filed, or filing with the Court or its authorized designee in the Chapter 11 Case.

1.112 “Final Cash Collateral Order” means the *Final Order (I) Authorizing Debtor to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Lender; and (III) Granting Related Relief* [Docket No. 121], entered on the Docket by the Court on June 26, 2023.

1.113 “Final Fee Applications” shall have the meaning set forth in Article IV.C.1 hereof.

1.114 “Final Order” means an Order of the Court (a) as to which the time to appeal, petition for certiorari, or move for reargument, rehearing, or new trial has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument, rehearing, or new trial shall then be pending; (b) as to which any right to appeal, petition for certiorari, reargue, rehear, or retry shall have been waived in writing; or (c) in the event that an appeal, writ of certiorari, reargument, rehearing, or new trial has been sought, as to which (i) such order of the Court shall have been affirmed by the highest court to which such order is appealed; (ii) certiorari has been denied as to

such order; or (iii) reargument or rehearing or new trial from such order shall have been denied, and the time to take any further appeal, petition for certiorari, or move for reargument, rehearing, or new trial shall have expired without such actions having been taken.

1.115 “First Amended Combined Disclosure Statement and Plan” means this combined disclosure statement and chapter 11 plan of liquidation, including, without limitation, the Amended Disclosure Statement, the Amended Plan, the Plan Supplement(s), all exhibits, supplements, appendices, and schedules hereto, either in their present form or as the same may be altered, amended, or modified from time to time in accordance with the terms hereof.

1.116 “FSA” shall have the meaning set forth in Article III.A.4 hereof.

1.117 “General Bar Date” means August 10, 2023 at 5:00 p.m. (prevailing Eastern time), pursuant to the Bar Date Order.

1.118 “General Unsecured Claim” means any Claim against the Debtor that (a) is unpaid as of the Effective Date and (b) arose or is deemed by the Bankruptcy Code or Court, as the case may be, to have arisen before the Petition Date and that is not an Administrative Expense Claim, Priority Tax Claim, Other Secured Claim, Priority Non-Tax Claim, or Northern Trust Secured Claim.

1.119 “GFSR” shall have the meaning set forth in Article III.B.1 hereof.

1.120 “GFSR Contracts” shall have the meaning set forth in Article III.B.1 hereof.

1.121 “Government Claim” shall have the meaning set forth in Article III.B.4 hereof.

1.122 “Government Claim Counterparty” shall have the meaning set forth in Article III.B.4 hereof.

1.123 “Government Claim Proceeds” shall have the meaning set forth in Article III.B.4 hereof.

1.124 “Governmental Bar Date” means November 6, 2023 at 5:00 p.m. (prevailing Eastern time), pursuant to the Bar Date Order.

1.125 “Governmental Unit” shall have the meaning set forth in Bankruptcy Code section 101(27).

1.126 “Holder” means a Person or Entity who is the beneficial holder of any Claim or Interest.

1.127 “Impaired” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is impaired within the meaning of Bankruptcy Code section 1124.

1.128 “Impaired Class” means a Class of Claims or Interests that is Impaired.

1.129 “Insurance Policies” means any and all insurance policies, insurance settlement agreements, coverage-in-place agreements, and other agreements, documents, or instruments relating to the provisions of insurance entered into by or issued to or for the benefit of, at any time, the Debtor or its predecessors (including, for the avoidance of doubt, any such policies, agreements, or other documents that have been paid in full).

1.130 “Interest” means the legal interests, equitable interests, contractual interests, Interests, or ownership interests, or other rights of any Person or Entity in the Debtor, including all partnership interests, limited liability company or membership interests, rights, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest in the Debtor, subscription rights and liquidation preferences, and commitments of any character whatsoever relating to any such equity or ownership interests or obligating the Debtor to issue, transfer, or sell any interests whether or not certificated, transferable, voting, or denominated security.

1.131 “Interim Cash Collateral Order” means the *Interim Order (I) Authorizing Debtor to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Lender; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 70], entered on the Docket by the Court on May 19, 2023.

1.132 “Internal Revenue Code” shall have the meaning set forth in Article VIII.A hereof.

1.133 “Involuntary Case” shall have the meaning set forth in Article III.B.3 hereof.

1.134 “Landlord” means Colfin 2018-14 Industrial Owner, LLC.

1.135 “Leased Premises” means, collectively, building #200 (suite #250) and building #300 (suites #300-350) at 2150 Boggs Road, Duluth, Georgia 30096.

1.136 “Liabilities” means any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, arising in law, equity or otherwise, that are based in whole or in part on any act, event, injury, omission, transaction or agreement.

1.137 “Lien” shall have the meaning set forth in Bankruptcy Code section 101(37).

1.138 “Liquidating Debtor” means the Debtor on or after the Effective Date.

1.139 “Liquidating Trust” means the trust established on the Effective Date that, among other things, shall effectuate the wind down of the Liquidating Debtor and make Distributions in accordance with the terms hereof and the Liquidating Trust Agreement. With respect to any action required or permitted to be taken by the Liquidating Trust, the term includes the Liquidating Trustee or any other Person or Entity authorized to take such action in accordance with the Liquidating Trust Agreement.

1.140 “**Liquidating Trust Account**” means the bank account created pursuant to Article IX.H.1 hereof.

1.141 “**Liquidating Trust Agreement**” means the agreement establishing the Liquidating Trust in conformity with the provisions of the Amended Plan, which shall be acceptable to the Committee, approved in the Confirmation Order, and entered into by the Debtor, on behalf of the Liquidating Trust Beneficiaries, and the Liquidating Trustee on the Effective Date pursuant to the terms of the Amended Plan. A copy of the Liquidating Trust Agreement shall be Filed with the Plan Supplement.

1.142 “**Liquidating Trust Assets**” means, collectively, (a) the Debtor’s Cash on the Effective Date; (b) the Debtor’s accounts receivable existing as of the Effective Date; (c) the Liquidating Trust Claims; (d) the Government Claim; (e) the ATG Payment; (f) the Carsons Cash Payment; (g) the Carsons Backstop Payment (if any); and (h) all other remaining assets of the Debtor existing as of the Effective Date; *provided, however*, that, except as otherwise provided herein, the Liquidating Trust Assets shall not include Cash required to fund the Administrative Expense Claims Reserve and the Professional Fee Reserve.

1.143 “**Liquidating Trust Beneficiaries**” means Holders of General Unsecured Claims entitled to receive Distributions pursuant to the terms of the Amended Plan, whether or not such Claims are Allowed as of the Effective Date.

1.144 “**Liquidating Trust Claims**” means all Causes of Action.

1.145 “**Liquidating Trust Oversight Committee**” shall have the meaning set forth in Article X.F hereof.

1.146 “**Liquidating Trust Expenses**” means all reasonable and documented fees, expenses and costs incurred by the Liquidating Trust (including, but not limited to, payment of Statutory Fees, compensation of the Liquidating Trustee, and the reasonable fees and expenses of professionals or other persons retained by the Liquidating Trustee) in connection with carrying out the duties and responsibilities set forth in the Liquidating Trust Agreement and the Amended Plan.

1.147 “**Liquidating Trust Interests**” means the uncertificated beneficial interests in the Liquidating Trust representing the right of Holders of Allowed General Unsecured Claims to receive Distributions from the Liquidating Trust in accordance with the Amended Plan and the Liquidating Trust Agreement.

1.148 “**Liquidating Trust Proceeds**” means the Cash proceeds generated by the Liquidating Trust after the Effective Date of the Amended Plan.

1.149 “**Liquidating Trustee**” means Katie S. Goodman, or such other individual identified in the Plan Supplement and acceptable to the Committee, with such rights, duties, and obligations as set forth in this Plan and in the Liquidating Trust Agreement.

1.150 “**Liquidation Analysis**” means the hypothetical chapter 7 liquidation analysis attached hereto as **Exhibit A**.

1.151 “**Lite Coms**” means Lite Coms, LLC.

1.152 “**Local Rules**” means the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia.

1.153 “**MAG**” shall have the meaning set forth in Article III.B.1 hereof.

1.154 “**Motion to Dismiss**” shall have the meaning set forth in Article III.B.3 hereof.

1.155 “**Non-U.S. Holder**” shall have the meaning set forth in Article VIII.A hereof.

1.156 “**Northern Trust**” means The Northern Trust Company.

1.157 “**Northern Trust Lien**” shall have the meaning set forth in Article III.A.4 hereof.

1.158 “**Northern Trust/Liquidating Trust Intercreditor Agreement**” shall have the meaning set forth in Article IX.A hereof.

1.159 “**Northern Trust Loan Documents**” means (a) (i) that certain *Master Promissory Note* in the original principal face amount of \$6 million, (ii) that certain *Business Loan Agreement*, and (iii) that certain *Commercial Security Agreement*, all dated as of April 20, 2022, as amended; and (b) that certain *Financing Statement*, File No. 038-2022-014699, filed with the Coweta County Clerk of Superior Court on April 25, 2022, as amended.

1.160 “**Northern Trust Remaining Claim**” means the amount that remains owing to Northern Trust after the Effective Date by all non-Debtor guarantors and other accommodation parties as provided in the Northern Trust Loan Documents, which amount shall equal \$1.5 million, plus interest at the non-default rate and reasonable attorney’s fees and costs as provided in the Northern Trust Loan Documents accrued and incurred after the Effective Date.

1.161 “**Northern Trust Secured Claim**” means Northern Trust’s Allowed Secured Claim against the Debtor for amounts owed under the Northern Trust Loan Documents, which, pursuant to the stipulations contained in the Final Cash Collateral Order, is an Allowed secured Claim in an amount expected to equal approximately \$4,916,952.17, *plus* interest of \$170,611.41 through October 10, 2023 *plus* per diem interest of \$1,136.3622793 from October 11, 2023 and thereafter *plus* attorneys’ fees and costs through September 30, 2023 of \$136,088.44, *plus* additional attorneys’ fees and expenses incurred thereafter; *provided, however*, subject to its receipt on the Effective Date of the amount set forth in this Plan (unless it agrees to another date), Northern Trust agrees to waive any and all default interest currently owed by the Debtor.

1.162 “**Note**” shall have the meaning set forth in Article III.A.4 hereof.

1.163 “**Notice Parties**” shall have the meaning set forth in Article VI.A.2 hereof.

1.164 “**Objection(s)**” means any objection, application, motion, complaint, or other legal proceeding seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify, or establish the priority, expunge, subordinate, or estimate any Claim (including the resolution of any request for payment of any Administrative Expense Claim).

1.165 “Official Bankruptcy Forms” means the Official Bankruptcy Forms, prescribed by the Judicial Conference of the United States, the observance and use of which is required pursuant to Bankruptcy Rule 9009, as such forms may be amended, revised, or supplemented from time to time.

1.166 “Order” means an order or judgment of the Court as entered on the Docket.

1.167 “Other Secured Claim” means a Claim, other than the Northern Trust Secured Claim, that is secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order of the Court, or that is subject to a valid right of setoff pursuant to Bankruptcy Code section 553, to the extent of the value of the Holder of such Claim’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a) or as Allowed pursuant to the Amended Plan as an Other Secured Claim.

1.168 “Person” shall have the meaning set forth in Bankruptcy Code section 101(41).

1.169 “Petition Date” means March 21, 2023.

1.170 “Petitioning Creditors” means the five creditors who commenced the Involuntary Case against the Debtor, including MAG DS Corp., Amentum Services, Inc., SteelGate LLC, Momentum Decisive Solutions USA, Inc., and L3 Technologies, Inc.

1.171 “Plan Documents” means any of the documents, other than this First Amended Combined Disclosure Statement and Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including the documents to be included in the Plan Supplement.

1.172 “Plan Supplement” means the documents, schedules, and any exhibits Filed prior to the Combined Hearing, as amended, supplemented or modified from time to time, including, but not limited to, (a) the form of the Liquidating Trust Agreement; (b) the identity of the Liquidating Trustee; (c) the Agrinzonis Security Agreement; and (d) the Northern Trust/Liquidating Trust Intercreditor Agreement.

1.173 “Plan Supplement Filing Date” means the date on which the Plan Supplement was filed with the Court, which date is at least seven days prior to the Voting Deadline.

1.174 “Prime Contract” shall have the meaning set forth in Article III.B.1 hereof.

1.175 “Priority Claims” means, collectively, Priority Non-Tax Claims and Priority Tax Claims.

1.176 “Priority Non-Tax Claim” means a Claim that is accorded priority in right of payment under Bankruptcy Code section 507, other than a Priority Tax Claim or an Administrative Expense Claim, including, but not limited to, all Allowed Accrued PTO Claims.

1.177 “Priority Tax Claim” means a Claim that is entitled to priority under Bankruptcy Code section 507(a)(8).

1.178 “Professional” means any professional Person employed in the Chapter 11 Case pursuant to Bankruptcy Code sections 327, 328, 363, or 1103 pursuant to an Order of the Court and to be compensated for services rendered pursuant to Bankruptcy Code sections 327, 328, 329, 330, or 331.

1.179 “Professional Fee Claim” means a Claim of a Professional pursuant to Bankruptcy Code sections 327, 328, 330, 331, or 503(b) for compensation or reimbursement of costs and expenses relating to services performed after May 10, 2023 and prior to and including the Effective Date.

1.180 “Professional Fee Claim Bar Date” means the deadline for Filing all applications for Professional Fee Claims, which shall be 45 days after the Effective Date.

1.181 “Professional Fee Claim Objection Deadline” shall have the meaning set forth in Article IV.C hereof.

1.182 “Professional Fee Estimate” means (a) with respect to any Professional, a good-faith estimate of such Professional’s anticipated accrued, unpaid Professional Fee Claims as of the Effective Date to be provided by each Professional in writing to the Debtor prior to the commencement of the Combined Hearing, or in the absence of such a writing, to be prepared by the Debtor, and (b) collectively, the sum of all individual Professional Fee Estimates.

1.183 “Professional Fee Reserve” means the reserve of Cash funded by the Debtor and maintained by the Liquidating Trust for the benefit of Holders of Allowed Professional Fee Claims in an amount equal to the Professional Fee Estimate. The Professional Fee Reserve need not be maintained by the Liquidating Trust in a segregated account.

1.184 “Proof of Claim” means the proof of claim that must be Filed before the applicable Bar Date, which term shall include a request for payment of an Administrative Expense Claim.

1.185 “Pro Rata” means, at any time, the proportion that the Face Amount of a Claim in a particular Class bears to the aggregate Face Amount of all Claims (including Disputed Claims, but excluding Disallowed Claims) in such Class, unless the Amended Plan provides otherwise.

1.186 “Reinstated” means the treatment provided for in Bankruptcy Code section 1124.

1.187 “Rejection Bar Date” means the deadline to File a Proof of Claim for damages relating to the rejection of an Executory Contract or Unexpired Lease, which, pursuant to the Bar Date Order, is the later of (a) 30 days after the effective date of rejection of any unexpired lease or executory contract of the Debtor as provided by an order of the Court or pursuant to a notice under procedures approved by the Court, (b) any date set by another order of the Court, or (c) the General Bar Date or the Governmental Bar Date, whichever is applicable.

1.188 “Released Parties” means, collectively, the following Entities, each in their capacity as such: (a) the Debtor; (b) the Assignee; (c) the Committee; (d) Northern Trust; (e) each of the Carsons; (f) ATG; (g) Agrinzonis; (h) Lite Coms; (i) Agrinzonis Sport, LLC; (j) IWC, LLC, (k) Agrinzonis Properties, LLC; (l) Agrinzonis Properties Dorado 3722, LLC; (m) The Alyssa R. Carson Family Trust; (n) The Alan C. Carson Family Trust; and (o) with respect to any such Entity,

in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, equity holders, affiliated investment funds or investment vehicles, predecessors, successors, assigns, subsidiaries, affiliates, partners, principals, members, management companies, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants (including the Consultants), representatives, and other professionals and advisors.

1.189 "**Releasing Parties**" means the following Entities, each in their respective capacities as such: (a) each Holder of a Claim that (i) votes to accept the Amended Plan or (ii) either (1) abstains from voting or (2) votes to reject the Amended Plan and, in the case of either (1) or (2), does not opt out of the voluntary release by checking the opt out box on the applicable Ballot, and returning it in accordance with the instructions set forth thereon, indicating that they opt not to grant the releases provided in the Amended Plan; (b) each Holder of a Claim that is deemed to accept the Amended Plan or is otherwise Unimpaired under the Amended Plan and who does not affirmatively elect to "opt out" of being a Releasing Party by timely objecting to the Amended Plan's third-party release provisions; and (c) each Holder of a Claim that is deemed to reject the Amended Plan or is otherwise Impaired under the Amended Plan and who does not affirmatively elect to "opt out" of being a Releasing Party by timely objecting to the Amended Plan's third-party release provisions.

1.190 "**Scheduled**" means, with respect to any Claim, the status and amount, if any, of that Claim as set forth in the Schedules.

1.191 "**Schedules**" means the schedules of assets and liabilities and the statement of financial affairs Filed by the Debtor on June 9, 2023 [Docket Nos. 100, 101], the amended statement of affairs Filed by the Debtor on June 13, 2023 [Docket No. 106], and the amended schedule E/F Filed by the Debtor on July 27, 2023 [Docket No. 148], as such schedules and statements have been or may be supplemented or amended from time to time in accordance with Bankruptcy Rule 1009 or any orders of the Court.

1.192 "**Statutory Fees**" means any fees due and payable pursuant to section 1930 of Title 28 of the United States Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the United States Code to the extent applicable.

1.193 "**Substantial Contribution Claim**" means a Claim under Bankruptcy Code subsections 503(b)(3), (b)(4), or (b)(5) for compensation or reimbursement of expenses incurred in making a substantial contribution in the Chapter 11 Case.

1.194 "**Trace**" shall have the meaning set forth in Article III.B.1 hereof.

1.195 "**Treasury Regulations**" shall have the meaning set forth in Article VIII.A hereof.

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

1.197 "**Unclaimed Distribution Deadline**" means 90 days from the date the Liquidating Trustee makes a Distribution of Cash or other property under the Amended Plan to a Holder of an Allowed Claim.

1.198 “Unexpired Lease(s)” means an unexpired lease to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code section 365.

1.199 “U.S. Holder” shall have the meaning set forth in Article VIII.A hereof.

1.200 “U.S. Trustee” means the Office of the United States Trustee for Region 21.

1.201 “Voting Deadline” means October 13, 2023 at 4:00 p.m. (prevailing Eastern time), the date and time by which all Ballots to accept or reject the Amended Plan must be received in order to be counted, as set forth by the Conditional Approval and Procedures Order.

B. Rules of Interpretation and Construction

For purposes of this First Amended Combined Disclosure Statement and Plan: (1) in the appropriate context, each term, whether stated in 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 gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles of the First Amended Combined Disclosure Statement and Plan or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the First Amended Combined Disclosure Statement and Plan in its entirety rather than to a particular portion of the First Amended Combined Disclosure Statement and Plan; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the First Amended Combined Disclosure Statement and Plan; (9) unless otherwise specified herein, the rules of construction set forth in Bankruptcy Code section 102 shall apply; (10) all references to docket numbers of documents Filed in the Chapter 11 Case are references to the docket numbers under the Court’s CM/ECF system; (11) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Case, unless otherwise stated; (12) any effectuating provisions may be interpreted by the Liquidating Debtor in such a manner that is consistent with the overall purpose and intent of the First Amended Combined Disclosure Statement and Plan all without further notice to or action, order, or approval of the Court or any other Entity; (13) any references herein to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter; (14) all references herein to consent, acceptance, or approval shall be deemed to include the requirement that such consent, acceptance, or approval be evidenced by a writing, which may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail; and (15) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Computation of Time

In computing any period of time prescribed or allowed by the First Amended Combined Disclosure Statement and Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. If the date on which a transaction may occur pursuant to the Amended Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) and except as otherwise provided herein or therein, the laws of (i) the State of Georgia shall govern the construction and implementation of the First Amended Combined Disclosure Statement and Plan and any agreements, documents and instruments executed in connection with the First Amended Combined Disclosure Statement and Plan and (ii) the state of incorporation of the Debtor shall govern corporate governance matters with respect to the Debtor, in either case without giving effect to the principles of conflicts of law thereof.

**ARTICLE III.
BACKGROUND AND DISCLOSURES**

A. General Background

1. Corporate History

The Debtor is a family-owned Georgia limited liability company that was founded by Alyssa Carson⁷ in 2011 and was previously headquartered in Duluth, Georgia with 18 international operating locations throughout Europe, the Middle East, and Asia. Following its founding, the Debtor quickly became a significant contractor in design, integration, deployment, training, and operations and maintenance for the United States military's global strategic and tactical communications.

2. Corporate Structure

The Debtor has no parent entity. The Debtor has two non-Debtor subsidiaries, including Envistacom Germany GmbH and Envistacom LTD (UK), both of which are 100% owned by the Debtor. Both of these non-Debtor subsidiaries were established solely to facilitate payroll to the Debtor's international employees based outside of the United States. The Debtor submits that there is no value associated with either of the foregoing subsidiaries.

The Debtor also shares common ownership with ATG, a Delaware limited liability company formed on August 13, 2021 for the purpose of spinning off certain aspects of Envistacom's business, including antenna technology/product development,

⁷ The Carsons are the majority owners of Envistacom. The remainder of Envistacom's membership interests are held by certain current and former Envistacom employees as well as certain external investors.

digitization/virtualization technology/product development, mission assurance services, and special projects of a classified nature (collectively, the “ATG Business”).

On March 1, 2022, Envistacom and ATG entered into that certain *Contribution and Assumption Agreement* through which Envistacom transferred and assigned all right, title, and interest in all of the assets and liabilities related to the ATG Business to ATG. This transfer and assignment was completed in anticipation of conducting a sale of Envistacom’s non-ATG related business. In the months that following the foregoing transfer, the Debtor provided approximately \$4.4 million to ATG (the “ATG Receivable”) to support the ATG Business, all of which remains outstanding and owed to the Debtor. ATG disputes the amount of the ATG Receivable.

3. Business Operations

Prior to the ABC Proceeding, Envistacom’s business was focused on providing innovative communications, cyber, and intelligence operations solutions to help protect the U.S. national security interests at home and abroad and was a trusted partner to the Department of Defense (the “DoD”) as well as other coalition partners in the aerospace, defense, and intelligence communities, including the United States Army’s Project Manager Tactical Network. Specifically, Envistacom developed and deployed upgrades to U.S. Army Programs of Record in strategic and tactical communication solutions to support warfighters globally, leveraging innovative technology to provide flexibility and resilient mission critical communications. Envistacom also provided its customers with offensive and defensive strategies to manage cyber security threats and protect information technology infrastructures, providing customers unmatched visibility and control of their cyber operations and enhancing their ability to preempt cyber threats. Finally, Envistacom produced technology-enhanced intelligence that equipped warfighters, analysts, and strategists with a common operating picture, enabling them to counter threats and sustain awareness at every organizational level.

Prior to the novation of the GSFR Contracts to Trace (as fully discussed below), Envistacom and its Affiliates had approximately 320 employees supporting its missions around the globe. On March 31, 2023, Envistacom terminated its remaining employees.

Given the nature of the Debtor’s business operations as well as the information and documents related thereto, the Debtor has taken significant steps prior to and during the Chapter 11 Case to protect both confidential information and classified information. To that end, all of the Debtor’s classified documents were destroyed in March 2023, pursuant to signoff and authority from the U.S. Government. Following such destruction, the U.S. Government confirmed that the Debtor appropriate and completely closed its classified facility. Additionally, all confidential and sensitive information has been securely stored with reasonable protections to limit any improper dissemination.

4. Capital Structure

As set forth below and in the Deed of Assignment, Envistacom’s creditor obligations as of the commencement of the ABC Proceeding consisted of (a) approximately \$9.6 million in secured debt obligations and (b) approximately \$36 million in unsecured debt obligations. As of May 10,

2023, the Debtor's creditor obligations consisted of (a) approximately \$5.096 million in secured debt obligations and (b) approximately \$30.5 million in unsecured debt obligations.

i. Secured Debt

a) Action Capital

On June 16, 2014, Action Capital and Envistacom entered into that certain *Factoring and Security Agreement* (as subsequently modified, amended, or supplemented, the "FSA"). The FSA permits Envistacom to sell and assign to Action Capital certain accounts receivable (each, an "Acceptable Account") and for Action Capital to subsequently advance to Envistacom no more than 90% (net any applicable discounts or allowances) of the face value of such Acceptable Accounts (each, an "Advance") up to a cap of \$12.5 million. See FSA, ¶¶ 4.4, 4.6, 4.7. Interest accrues on each Advance until the Advance is repaid. See *id.* at ¶ 4.5.

The Debtor's obligations under the FSA are secured by a first priority security interest in and lien upon, among other things, substantially all accounts and general intangibles of Envistacom in favor of Action Capital (the "Action Capital Lien"). *Id.* at ¶ 4.1. On June 26, 2014, Action Capital filed and recorded that certain *UCC Financing Statement* to reflect the Action Capital Lien, with continuation statements filed thereafter.

As of the date of the ABC Proceeding, Action Capital was owed approximately \$4.8 million, plus accrued interest and fees associated with the FSA. Since that time, and prior to the commencement of the Chapter 11 Case, the total amount owing to Action Capital was reduced through collection of accounts receivables. As of May 10, 2023, the total amount due and owing to Action Capital was \$0.

b) Northern Trust

On April 20, 2022, Northern Trust, Envistacom, and the Carsons entered into that certain Business Loan Agreement (the "BLA") and Master Note (the "Note") for a commercial loan in the principal amount of \$6 million. On April 20, 2022, Northern Trust advanced \$4,999,753.17 to Envistacom. No other amounts were advanced by Northern Trust to Envistacom under the BLA and the Note. The balance of the \$6 million face amount of the Note consists of a roll-up of a prior note in the amount of \$1 million between Northern Trust and the Carsons, as to which Envistacom had not previously been liable. Envistacom's obligations under the BLA and Master Note are secured by a "blanket UCC lien on all business assets" in favor of Northern Trust (the "Northern Trust Lien"). The Carsons have made payments in excess of \$1 million to reduce the amount of the Note.

Pursuant to that certain *Commercial Security Agreement* (the "CSA") dated April 20, 2022 by and among Envistacom, the Carsons, and Northern Trust, the applicable collateral for the Northern Trust Lien includes, among other things, Purchase Money Security Interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, and A/R." CSA, at 1. In addition, the Collateral includes "(a) all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral; (b) all products and produce of any of the property described as Collateral; (c) all accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any

of the property described as Collateral; (d) all proceeds from the sale, destruction, loss, or other disposition of any of the property described as Collateral, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement, or other process; (e) all records and data relating to any of the property described as Collateral..." *Id.*

On April 25, 2022, Northern Trust filed and recorded that certain *UCC Financing Statement* to reflect the Northern Trust Lien. As of May 10, 2023, the total amount due and owing to Northern Trust was \$5,096,247.44, including accrued interest and attorneys' fees. As of September 5, 2023, the total amount due and owing to Northern Trust is \$5,151,929.13, inclusive of accrued interest and reasonable attorneys' fees and costs.

c) ADS

Prior to the ABC Proceeding, ADS was one of the Debtor's prime contractors. On or about July 13, 2022, in connection with a proposed purchase by ADS, both Action Capital and Northern Trust agreed to release its security interests in certain of the Debtor's assets, specifically the parts, components, and other physical assets (to include work in progress) which were incorporated into the deliverables under that certain purchase order 1196732 dated May 11, 2022 (collectively, the "ADS Lien"). On July 14, 2022, ADS filed and recorded that certain *UCC Financing Statement* to reflect the ADS Lien.

Following commencement of the ABC Proceeding, the Assignee worked closely and collaboratively with ADS to identify, isolate, and otherwise assist ADS in securing the return of its collateral. In addition, the Assignee (with the substantial involvement of certain critical employees) sold certain additional equipment to ADS for \$375,000 which otherwise likely could have only been sold for scrap value. As of May 10, 2023, the total amount due and owing to ADS was 0.

ii. Unsecured Debt

The Debtor's remaining creditor obligations are unsecured and consist of outstanding amounts owed to approximately 500 other persons and entities, including its subcontractors, vendors, employees, certain governmental entities, and other contract counterparties. As of May 10, 2023, the total amount due and owing to unsecured creditors was approximately \$30.5 million.

B. Circumstances Giving Rise to the Chapter 11 Case

1. Pre-ABC Proceeding Restructuring Efforts

i. Initial Sale Efforts and Indictment

In the third quarter of 2021, Envistacom engaged Robert W. Baird & Co. Incorporated as its investment banker to market Envistacom's assets and operations for a sale or other strategic business transaction. Thereafter, Envistacom commenced negotiations with various interested parties regarding a potential sale of Envistacom's assets and operations. Initial discussions with such parties were successful and resulted in offers to purchase Envistacom; however, these offers did not contemplate purchasing the ATG Business.

However, on May 25, 2022, Envistacom, along with co-defendants Alan Carson, Valerie Hayes, and Philip Flores, were indicted in a criminal proceeding in the United States District Court for the Northern District of Georgia titled *United States of America v. Envistacom, LLC, et al.*, Case No. 22-CR-00197 (N.D. Ga. 2022) (the “Criminal Proceeding”) relating to an alleged scheme to defraud the government contracting process in late 2014-2016. News of Envistacom’s involvement in the Criminal Proceeding quickly stalled negotiations with prospective buyers and negatively impacted certain of Envistacom’s key customer relationships. Notwithstanding these challenges, Envistacom continued to engage with several potential purchasers through the fall of 2022 regarding an out-of-court sale transaction but, unfortunately, those negotiations ultimately proved unsuccessful.

On March 3, 2023, Envistacom entered an *Alford* guilty plea in the Criminal Proceeding.⁸ Envistacom’s co-defendants Alan Carson, Valerie Hayes, and Philip Flores were all found guilty by jury verdict on March 29, 2023, in the Criminal Proceeding.⁹ On October 10, 2023 the United States District Court provided the United States, Envistacom and Envistacom’s co-defendants with guidance concerning the evidence necessary for the imposition of criminal monetary penalties in the Criminal Proceeding.¹⁰

The United States asserts a protective unliquidated Claim for criminal monetary penalties against Envistacom, pending entry of final criminal judgments in the Criminal Proceeding. The Debtor reserves all rights with respect to any such Claim.

ii. Liquidity Constraints

While attempting to triage stalled sale negotiations and maintain customer relationships in the wake of the Criminal Proceeding, Envistacom began to experience significant liquidity constraints in late-2022 as a result of a variety of factors, including, among others, (a) redesigns and modifications requested by the DoD on certain projects, which required additional expenditures and extended on-site efforts by Envistacom’s employees; (b) global supply chain issues, which impacted Envistacom’s ability to timely provide materials for its ongoing projects; (c) payment delays from Envistacom’s customers, which were only partially mitigated by the factoring arrangement with Action Capital; and (d) delays in repayment by ATG to Envistacom for financial support provided by Envistacom following the ATG divestiture.

iii. Engagement of Restructuring Advisors

Faced with continued liquidity pressures, Envistacom engaged restructuring advisors in mid-December 2022, including McDermott Will & Emery LLP as its legal counsel and Huron Consulting Services LLC as its financial advisor, and continued with Robert W. Baird & Co. Incorporated as its investment banker. Immediately following their engagement, Envistacom and its restructuring advisors focused primarily on (a) lengthening Envistacom’s liquidity runway and (b) engaging with prospective purchasers regarding potential sale transactions that could be implemented both in and out-of-court, including a 363 sale that could be implemented through chapter 11 of the Bankruptcy Code. Obtaining additional liquidity through debtor-in-possession

⁸ Case 1:22-cr-00197-VMC Document 165.

⁹ Case 1:22-cr-00197-VMC Document 200.

¹⁰ Case 1:22-cr-00197-VMC Document 2036.

financing and implementing a sale transaction would allow Envistacom to ensure completion of its ongoing missions with the DoD while maintaining its key personnel and assuaging its existing vendor base.

iv. Failed Sale Efforts

To that end, from December 2022 to early February 2023, Envistacom, with the assistance of its restructuring advisors, commenced a marketing process, identified certain interested parties, and engaged on potential in-court transactions. Ultimately, however, these negotiations were unsuccessful and Envistacom and its advisors were forced to turn their focus toward winding down Envistacom's business, including the novation of critical government contracts to new contract counterparties and, ultimately, commencing the ABC Proceeding.

v. Contract Novation to Trace

Contemporaneously with its sale and marketing efforts, Envistacom remained focused on meeting current government demands and prioritizing completion of its ongoing missions with the DoD. To ensure continued transparency, Envistacom engaged in frequent communications with DoD representatives during the sale process and in the weeks leading up to the ABC Proceeding and worked aggressively with various contract counterparties to ensure that ongoing government missions were uninterrupted.

In furtherance of those goals, on February 14, 2023, Envistacom, as seller, and Trace Systems Inc. ("Trace"), as purchaser, entered into that certain *Asset Purchase Agreement*, governing the purchase and sale of the assets and assumed liabilities critical to maintaining that certain prime contract (W15P7T-20-D-0008) (the "Prime Contract") between the Debtor and the DoD and the related delivery order (W15P7T-20-F-0262) (the "Delivery Order") and together with the Prime Contract, the "GFSR Contracts"), the purpose of which was for the DoD to procure services for the Program Manager Tactical Network for Global Field Service Representative Support ("GFSR") to perform mission-critical operational and maintenance support of communication equipment.

The novation of the GFSR Contracts was absolutely vital for at least three reasons. First, given the worsening liquidity profile, Envistacom was unable to secure continued critical sub-contractor support which potentially jeopardized the mission. Failure to carry-out the directives from the U.S. Government could have resulted in very significant harm inflicted on DoD and U.S. allies in connection with the GFSR support. Second, approximately 160 employees (representing more than half of the Debtor's employee count) serviced the GFSR Contracts. A seamless novation of the GFSR Contracts also meant that those employees could be quickly transitioned to Trace and their services could remain uninterrupted. And third, given the substantial resources dedicated to the GFSR Contracts (along with razor-thin margins), Envistacom could refocus its efforts on winding down the rest of its business operations and monetizing the remaining assets for the benefit of creditors. Through the quick and decisive action of Trace, the U.S. government, and Envistacom, a successful novation of the GFSR Contracts was completed in late February 2023.

2. The ABC Proceeding

Following successful completion of its novation of the GFSR Contracts, Envistacom and its restructuring advisors turned their focus to Envistacom's wind-down efforts, which included additional discussions and negotiations with vendors, substantial workforce reductions, and preparations for the ABC Proceeding.

On February 28, 2023, Envistacom and the Assignee executed the Deed of Assignment, filed the same day with the clerk of the Superior Court in Gwinnett County, Georgia, and the Assignee served a letter informing the Debtor's creditors of the commencement of the ABC Proceeding. The filing of the Deed of Assignment commenced the ABC Proceeding and assigned in trust for the purpose of liquidation, all of its right, title, and interest in all of its assets to the Assignee managed by Ms. Katie S. Goodman, the managing partner of GGG Partners, LLC in Atlanta, Georgia.

During the ABC Proceeding and prior to the commencement of the Involuntary Case, the Assignee, by and through Ms. Goodman and with the invaluable assistance of Envistacom's remaining employees, made significant progress implementing the ABC Proceeding and completed a number of significant tasks for the benefit of Envistacom's creditors.

3. The Involuntary Case

On the Petition Date, the Petitioning Creditors Filed an involuntary bankruptcy petition against Envistacom [Docket No. 1] (the "Involuntary Case"). No interim trustee was appointed in the Involuntary Case pursuant to 11 U.S.C. § 303(g).

On April 11, 2023, the Debtor Filed the *Motion of Envistacom, LLC for Dismissal of, or Alternatively for Abstention from Involuntary Petition Pursuant to 11 U.S.C. Section 305(a)* [Docket No. 11] (the "Motion to Dismiss"). On May 2, 2023, MAG objected to the Motion to Dismiss. See Docket No. 37.

4. The Government Claim

On April 16, 2023, Envistacom submitted a claim (associated with certain orders including contract W911NF-17-D-0014) to Army Contracting CMD-APG (the "Government Claim Counterparty") for cost overruns associated with that certain satellite transportable terminal modified work order totaling approximately \$9,312,284.00 (the "Government Claim"). Subject to successful collection and liquidation of the Government Claim, the proceeds thereof (the "Government Claim Proceeds") will be transferred to the Liquidating Trust on the Effective Date and will inure to the benefit of the Liquidating Trust Beneficiaries.

On April 27, 2023 and May 1, 2023, respectively, the Government Claim Counterparty sent certain diligence inquiries to Envistacom regarding the Government Claim, to which Envistacom responded on May 1, 2023 and May 18, 2023, respectively. On May 18, 2023, Envistacom proposed a good faith reduction of the Government Claim to \$8,567,301.00, which reflects an 8% reduction or \$744,982.00 in savings to the Government Claim Counterparty.

On June 15, 2023, the Government Claim Counterparty indicated that it needed additional time to evaluate the Government Claim, setting July 31, 2023 as its response date. On July 27, 2023, the Government Claim Counterparty again indicated that it needed additional time to evaluate the Government Claim, setting September 5, 2023 as its response date. On September 6, 2023, the Government Claim Counterparty indicated that it expected its analysis would be complete by the week of September 11, 2023.

On October 10, 2023, the Government Claim Counterparty provided its analysis of the Government Claim to the Debtor. Among other things, the Government Claim Counterparty indicated that it would agree to pay \$900,106.97 to the Debtor but would not make any such payment while the Debtor was in bankruptcy and instead would offset or reduce such amounts from the total amount the Debtor purportedly owes to the Government. The Debtor is in the process of reviewing this analysis and reserves all rights with respect thereto. The Debtor also has 90 days to appeal the same to the agency board of contract appeals or twelve (12) months to appeal to the U.S. Court of Federal Claims and intends to do so or provide all relevant information to the Liquidating Trustee to do so.

The resolution, or lack thereof, of the Government Claim, as well as any defenses or counterclaims subsequently set forth by the Government Claim Counterparty may have an impact on the amount of proceeds available to the Debtor with respect to the Government Claim. As of the date hereof, the impact and outcome of the foregoing remains uncertain.

5. The Chapter 11 Conversion

On May 9, 2023, the Debtor Filed the *Motion of Envistacom, L.L.C. for Entry of an Order Converting the Involuntary Case to Chapter 11 Pursuant to 11 U.S.C. § 706(a)* [Docket No. 40]. On May 10, 2023, the Court entered the *Order for Relief on Involuntary Petition and Order Converting Involuntary Case to Chapter 11 Pursuant to 11 U.S.C. § 706(a)* [Docket No. 41].

On May 11, 2023, the Debtor Filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code [Docket No. 44] and a *Notice of Designation as Complex Chapter 11 Bankruptcy Case* [Docket No. 45]. The Debtor continues to operate its business and manage its assets and affairs as a debtor-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

C. The Chapter 11 Case

The following is a brief description of certain material events that have occurred during the Chapter 11 Case to date. The pleadings and Orders referenced herein can be viewed free of charge at <http://dm.epiq11.com/Envistacom>.

1. First-Day Relief

On May 12, 2023, the Debtor Filed pleadings seeking certain “first day” relief, including the following:

- *Debtor’s Emergency Motion for Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities and Statements of Financial Affairs and (II) Granting Related Relief* [Docket No. 48], by which the Debtor sought an extension

of time by which it must File its Schedules. On May 19, 2023, the Court entered an Order extending the Debtor's deadline to File its Schedules through and including June 10, 2023. *See* Docket No. 66.

- *Debtor's Emergency Application for Entry of an Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims, Noticing, Solicitation, and Administrative Agent Effective as of May 11, 2023* [Docket No. 49], by which the Debtor sought authorization to retain and employ Epiq Corporate Restructuring, LLC as its claims, noticing, solicitation, and administrative agent in the Chapter 11 Case. On May 19, 2023, the Court entered an Order authorizing and approving the Debtor's employment of Epiq Corporate Restructuring, LLC as its claims, noticing, solicitation, and administrative agent. *See* Docket No. 68.

2. Cash Collateral

On May 12, 2023, the Debtor also Filed the Cash Collateral Motion, seeking Court authorization to use cash collateral during the Chapter 11 Case. On May 19, 2023, the Court entered the Interim Cash Collateral Order, authorizing the Debtor's use of cash collateral on an interim basis in accordance with the Cash Collateral Budget attached thereto.

On June 26, 2023, the Court held a hearing on consideration of the Cash Collateral Motion on a final basis and entered the Final Cash Collateral Order, authorizing the Debtor's use of cash collateral on a final basis in accordance with the Cash Collateral Budget attached thereto.

3. Retention of Professionals

i. Epiq Corporate Restructuring, LLC

On May 12, 2023, the Debtor Filed the *Debtor's Emergency Application for Entry of an Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims, Noticing, Solicitation, and Administrative Agent Effective as of May 11, 2023* [Docket No. 49]. On May 19, 2023, the Court entered an Order authorizing and approving the Debtor's employment of Epiq as its claims, noticing, solicitation, and administrative agent. *See* Docket No. 68.

ii. McDermott Will & Emery LLP

On June 1, 2023, the Debtor Filed the *Debtor's Application for Entry of Order Authorizing the Retention and Employment of McDermott Will & Emery LLP as Counsel for the Debtor and Debtor-in-Possession Effective as of May 10, 2023* [Docket No. 87]. On June 22, 2023, the Debtor Filed the *Supplemental Declaration of Daniel M. Simon in Support of Debtor's Application for Entry of an Order Authorizing the Retention and Employment of McDermott Will & Emery LLP as Counsel for the Debtor and Debtor-in-Possession Effective as of May 10, 2023* [Docket No. 113]. On June 26, 2023, the Court entered an Order authorizing and approving the Debtor's employment of McDermott Will & Emery LLP as its counsel. *See* Docket No. 118.

iii. GGG Partners, LLC

On June 1, 2023, the Debtor Filed the *Debtor's Application for Entry of an Order Authorizing the Debtor to (I) Retain GGG Partners, LLC to Provide Interim Management Services of Chief Liquidation Officer and Certain Other Personnel and (II) Designate Katie S. Goodman as Chief Liquidation Officer Effective as of May 10, 2023* [Docket No. 89]. On June 26, 2023, the Court entered an Order authorizing and approving the Debtor's retention of GGG and designation of Ms. Goodman as the Debtor's CLO. *See* Docket No. 119.

4. Appointment of Committee

On May 30, 2023, the U.S. Trustee appointed the Committee pursuant to Bankruptcy Code section 1102(a) [Docket No. 86]. On June 20, 2023, the Committee Filed the *Application for Approval to Employ Attorneys for Official Committee of Unsecured Creditors* [Docket No. 109]. On June 20, 2023, the Court entered an Order authorizing and approving the Committee's retention of Scroggins & Williamson, P.C. as its counsel, subject to objections from parties-in-interest. *See* Docket No. 110.

5. De Minimis Asset Sales

i. The De Minimis Asset Sale Motion

On May 23, 2023, the Debtor Filed the De Minimis Asset Sale Motion, seeking, among other things, (a) authorization and approval of certain procedures that will, to the extent necessary, authorize the Debtor to use, sell, transfer, or abandon the De Minimis Assets; (b) authorization to retain Bullseye as auctioneer for any sale with respect to the De Minimis Assets and pay the fees associated therewith; (c) authorization to sell the De Minimis Assets at a public auction(s) conducted by Bullseye and transfer the De Minimis Assets free and clear of all liens, claims, interests, and encumbrances in accordance with the proposed procedures without the need for further Court approval; (d) authorization to abandon certain De Minimis Assets, as necessary; and (e) approval of the Debtor's rejection of the Boggs Lease. *See* Docket No. 76.

On June 5, 2023, the Landlord Filed its *Limited Objection and Reservation of Rights to Debtor's Motion for Entry of Order Authorizing and Approving Procedures for Sale or Abandonment of Assets* [Docket No. 94], requesting, among other things, certain modifications to the proposed order with respect to the De Minimis Asset Sale Motion as well as proof of insurance and an access agreement from Bullseye.

In advance of the hearing on the De Minimis Asset Sale Motion, counsel to the Debtor and counsel to the Landlord worked in good faith to resolve all outstanding issues raised by the Landlord in its limited objection and on June 8, 2023, following the hearing on the De Minimis Asset Sale Motion, the Court entered the De Minimis Asset Sale Order. *See* Docket No. 96.

ii. Auction of De Minimis Assets

On June 18, 2023, Bullseye, as auctioneer, commenced online bidding for the De Minimis Assets stored at building 200 of the Leased Premises (collectively, the "Building 200 Assets"). On June 27, 2023, a public inspection of the Building 200 Assets occurred. On June 28, 2023 at

10:00 a.m. (prevailing Eastern time), the bid deadline for the Building 200 Assets expired. Bullseye received numerous bids for the Building 200 Assets and collected approximately \$162,000 in total proceeds. On June 29, 2023, successful bidders removed their purchased Building 200 Assets from the Leased Premises.

On or about June 26, 2023, Bullseye, as auctioneer, commenced online bidding for one particular item, the Vidir Storage Solutions Pan Carousel, and subsequently received 54 bids for the same. On July 13, 2023, Bullseye accepted the highest bid for the Vidir Storage Solutions Pan Carousel and subsequently collected approximately \$12,240 in proceeds.

On July 16, 2023, Bullseye, as auctioneer, commenced online bidding for the De Minimis Assets stored at building 300 of the Leased Premises (collectively, the “Building 300 Assets”). On July 25, 2023, a public inspection of the Building 300 Assets will occur. On July 26, 2023 at 10:00 a.m. (prevailing Eastern time), the bid deadline for the Building 300 Assets occurred. Bullseye received numerous bids for the Building 300 Assets and collected approximately \$290,000 in total proceeds. On July 27, 2023, successful bidders removed their purchased Building 300 Assets from the Leased Premises.

iii. Rejection of Boggs Lease

Following the conclusion of the removal of the Building 200 Assets, the Debtor surrendered building 200 of the Leased Premises to the Landlord. The Debtors also surrendered building 300 to the Landlord following the removal of the Building 300 Assets on July 31, 2023.

On July 31, 2023, the Debtor Filed a notice of surrender and rejection of the Boggs Lease with the Court, pursuant to the procedures outlined in the De Minimis Asset Sale Order, which set August 30, 2023 as the deadline for the Landlord to file any proof of claim for rejection damages associated with the Boggs Lease. *See* Docket No. 151.

On August 25, 2023, the Debtor Filed an amended notice of rejection of the Boggs Lease, clarifying that the entirety of the Boggs Lease was rejected on July 31, 2023. *See* Docket No. 157.

6. Rejection of Wells Fargo Equipment Leases

On May 26, 2023, the Debtor Filed the *Debtor’s Motion for Entry of an Order (I) Authorizing the Debtor to Reject Certain Equipment Leases with Wells Fargo; and (II) Granting Related Relief* [Docket No. 83]. On June 29, 2023, the Court entered an Order approving the Debtor’s rejection of certain equipment leases. *See* Docket No. 131. On July 12, 2023 and July 27, 2023, the Debtor surrendered the leased equipment to the applicable lessor.

7. Claims Process and Bar Dates

i. Section 341(a) Meeting of Creditors

On June 15, 2023, the U.S. Trustee presided over a meeting of creditors in the Chapter 11 Case pursuant to Bankruptcy Code section 341(a).

ii. Schedules and Statements

On June 9, 2023, the Debtor Filed its Schedules with the Court. *See* Docket Nos. 100, 101. On June 13, 2023, the Debtor Filed an amended version of the statement of financial affairs portion of its Schedules. *See* Docket No. 106.

iii. Bar Dates

On June 1, 2023, the Debtor Filed the Bar Date Motion, seeking entry of an order (a) establishing bar dates for filing claims against the Debtor and (b) approving form and manner of notice thereof. *See* Docket No. 91. On June 26, 2023, the Court entered the Bar Date Order [Docket No. 122] granting the relief sought in the Bar Date Motion.

Pursuant to the Bar Date Order, the Court established the following Bar Dates for filing of the following categories of Proofs of Claim:

Bar Date	Deadline
General Bar Date	August 10, 2023 at 5:00 p.m. (prevailing Eastern time)
Governmental Bar Date	November 6, 2023 at 5:00 p.m. (prevailing Eastern time)
Amended Schedules Bar Date	The later of (i) the General Bar Date or (ii) 5:00 p.m. (prevailing Eastern time) on the date that is 21 days from the date notice is served altering a creditor of the amendment to the Debtor's Schedules
Rejection Bar Date	The later of (i) 30 days after the effective date of rejection of any unexpired lease or executory contract of the Debtor as provided by an Order of the Court or pursuant to a notice under procedures approved by the Court; (ii) any date set by another Order of the Court; or (iii) the General Bar Date or the Governmental Bar Date (as applicable)

8. Combined Disclosure Statement and Plan

On July 3, 2023, the Debtor filed the *Debtor's Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 134]. On July 6, 2023, the Debtor filed the Conditional Approval and Procedures Motion. In the months that followed, the Debtor engaged in productive, good-faith negotiations with counsel to the Committee, the Carsons, and Northern Trust, which ultimately resulted in the Carsons Settlement as discussed herein.

On September 11, 2023, the Court held a hearing with respect to the Conditional Approval and Procedures Motion. On September 13, 2023, the Court entered the Conditional Approval and Procedures Order, conditionally approving the Combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtor to solicit acceptances of the Amended Plan.

9. The Committee's Investigation

At the outset of this Chapter 11 Case, the Committee engaged in an analysis (the “UCC Analysis”) of potential Claims and Causes of Action against the Carsons and their affiliates, including ATG. In sum, the Committee analyzed, among other things, (a) potential fraudulent transfer actions with respect to payments made to the Carsons and to ATG prior to the Chapter 11 Case, and (b) potential breach of fiduciary duty claims against the Debtors’ directors and officers, including the Carsons, including with respect to the 2022 spinoff of ATG. In connection with this analysis, the Debtor provided numerous documents and informal discovery responses to the Committee, including all payments made to the Carsons and to ATG prior to the Chapter 11 Case. In assessing the potential advantages of settlement, the Committee considered the following factors, among other things (a) the potential causes of action, and the likelihood of success; (b) the highly fact-intensive nature of such allegations; (c) costs and delays in litigating such causes of action; and (d) potential issues in connection with collectability, even if such causes of action were successfully prosecuted.

10. The Carsons Settlement

As set forth herein, the Amended Plan reflects a global settlement by and among the Debtor, the Committee, Northern Trust, and the Carsons that resolves alleged claims by the Debtor against ATG and the Carsons (and their affiliates), as well as claims asserted by the Carsons (and their affiliates) against the Debtors in Proofs of Claim Nos. 10192 and 10193.¹¹ The terms of the Carsons Settlement are substantially the same as the terms reflected in that certain *Amended Settlement Term Sheet* attached hereto as **Exhibit B** by and among the foregoing parties and are discussed in greater detail in Article IX.A hereof. Importantly, the Committee, as fiduciary to all unsecured creditors, believes that the Carsons Settlement is fair and reasonable and, when taking into account the time, expense and uncertainty that would be involved in litigating the claims being released by the Carsons Settlement, provides its constituency with reasonable value and greater certainty of recovery when compared to the pursuit of the potential Claims and Causes of Action analyzed as a part of the UCC Analysis.

As part of the Carsons Settlement, the Carsons may, but are not required to, cause the sale, on or before the Effective Date, of substantially all of the assets of ATG (or their direct or indirect equity interests therein) to an unrelated third-party for consideration that includes the ATG Payment in full and final satisfaction of the ATG Receivable. The foregoing transaction is currently documented by a letter of intent between the Carsons and the prospective buyer of ATG. The Carsons and ATG intend to proceed expeditiously in the coming days to paper the remaining documents associated with the sale of ATG’s assets or the Carsons’ interests therein.

The Carsons Settlement and the terms thereof refer to Lite Coms. For additional context, Alyssa Carson indirectly, through her ownership of Agrinzonis, owns a minority interest in Lite

¹¹ The Committee alleges that the Debtor may have certain Causes of Action against various third-parties, including the Carsons, the merit, value, and collectability of which are unknown at this time. The Carsons dispute that any such Causes of Action exist. Furthermore, Northern Trust asserts that any money owed by ATG is a receivable or general intangible under the Uniform Commercial Code, meaning that any such funds are subject to Northern Trust’s existing liens. For reference, all transfers made to the Carsons in the year preceding the Petition Date are reflected in the Debtor’s Schedules.

Coms which is completely passive. Neither Ms. Carson nor anyone else related to her or on her behalf have ever had the right to appoint any board or manager seats, nor have they ever been directors, managers, officers, or employees of Lite Coms or actively involved in its operations or management. Neither Ms. Carson, Agrinzonis, nor anyone on their behalf have the right to cause Lite Coms to be sold and Lite Coms' managing member and majority equity owner has advised Ms. Carson that Lite Coms is not pursuing a sale and has no current intent to do so. Lite Coms asserts that the proposed pledge of the interests in Agrinzonis to the Liquidating Trustee is prohibited under the Lite Coms operating agreement (Lite Coms similarly contends that the pledge of such interests to Northern Trust violated the Lite Coms operating agreement) and Lite Coms asserts that it has and continues to be damaged by the inclusion of the proposed pledge. Lite Coms and its managing member reserve all of their rights and intend to object to the Amended Plan and have threatened to block such pledge on this basis. Agrinzonis and Ms. Carson dispute Lite Coms' assertions and believe there is no prohibition on the contemplated pledge (nor with respect to the previous pledge to Northern Trust) under the Lite Coms' operating agreement.

D. Releases and Exculpation

The Amended Plan proposes to release the Released Parties and to exculpate the Exculpated Parties as set forth in Article XIV.D and Article XIV.E hereof. The Debtor believes that these provisions are an integral part of the Amended Plan. In addition to the release of the Released Parties and the exculpation of the Exculpated Parties, there is an injunction against bringing Claims and Causes of Action from which the Released Parties were released or the Exculpated Parties were exculpated.

The Debtor believes that the releases and exculpation provisions contained in Article XIV.D and Article XIV.E are narrowly tailored and appropriate given the facts and circumstances of the Chapter 11 Case, including the Carsons Settlement incorporated herein, and that Holders of Claims in Voting Classes should vote to accept the Amended Plan.

ARTICLE IV. TREATMENT AND ALLOWANCE OF UNCLASSIFIED CLAIMS

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

A. Administrative Expense Claims

Unless a Holder agrees to less favorable treatment, each Holder of an Allowed Administrative Expense Claim (other than a Professional) shall receive Cash in an amount equal to the Face Amount of such Allowed Administrative Expense Claim either (i) in the ordinary course of business by the Debtor pursuant to the Cash Collateral Budget or (ii) on the later of (x) the Effective Date and (y) the date on which such Claim becomes an Allowed Claim (or as soon as reasonably practicable thereafter) by the Liquidating Trustee out of the Liquidating Trust Assets. Objections to Administrative Expense Claims must be Filed and served on the Liquidating Trustee and/or Liquidating Trust and the requesting party by the Administrative Expense Claim

Objection Deadline. Allowed Professional Fee Claims shall be paid from the Professional Fee Reserve pursuant to Article IX.H.2 hereof.

Requests for payment of Administrative Expense Claims (other than 503(b)(9) Claims, which are subject to the General Bar Date, Professional Fee Claims, and the Claims of Governmental Units arising under Bankruptcy Code section 503(b)(1)(B), (C) or (D)) must be Filed on the Docket and served on the Liquidating Trust no later than the Administrative Expense Claim Bar Date. Unless otherwise Ordered by the Court, Holders of Administrative Expense Claims (other than the Holders of 503(b)(9) Claims, Professional Fee Claims and the Claims of Governmental Units arising under Bankruptcy Code section 503(b)(1)(B), (C) or (D)) that do not File on the Docket requests for the allowance and payment thereof on or before the Administrative Expense Claim Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtor or its Estate.

Unless the Liquidating Trust or any other party-in-interest objects to an Administrative Expense Claim by the Administrative Expense Claims Objection Deadline, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Liquidating Trust or any other party-in-interest objects to an Administrative Expense Claim, the Court shall determine the Allowed amount of such Administrative Expense Claim.

B. Priority Tax Claims

Unless a Holder agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive treatment consistent with the provisions of Bankruptcy Code section 1129(a)(9)(C). Such payment shall be made either (i) in the ordinary course of business by the Debtor pursuant to the Cash Collateral Budget or (ii) on the later of the Effective Date and the date on which such Claim becomes an Allowed Claim (or as soon as reasonably practicable thereafter) by the Liquidating Trust out of the Liquidating Trust Assets.

Notwithstanding anything to the contrary stated in the Amended Plan, any Claim on account of any penalty arising with respect to or in connection with an Allowed Priority Tax Claim that does not compensate the Holder for actual pecuniary loss shall be treated as a General Unsecured Claim and the Holder (other than as the Holder of a General Unsecured Claim) may not assess or attempt to collect such penalty from the Debtor or its respective property.

Notwithstanding anything to the contrary stated in the Amended Plan, setoff rights of the U.S. Department of Treasury – Internal Revenue Service (“IRS”) under section 553 of the Bankruptcy Code and any applicable law shall be preserved and not otherwise modified or abridged. Priority Tax Claims held by the IRS shall accrue interest daily at the rate of 8% per annum.

C. Professional Fee Claims

1. Final Fee Applications and Payment of Professional Fee Claims

All final requests for payment of Professional Fee Claims (the “Final Fee Applications”) may be made any time after the Confirmation Date but shall be Filed no later than the Professional Fee Claim Bar Date. Objections, if any, to Final Fee Applications of such Professionals must be Filed and served on the Liquidating Trust, the requesting Professional, and the U.S. Trustee no later than 20 days from the date on which each such Final Fee Application is served and Filed (the “Professional Fee Claim Objection Deadline”). After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Court, the Allowed amounts of such Professional Fee Claims shall be determined by the Court.

2. Post-Effective Date Fees and Expenses

The Professionals employed by the Debtor and the Committee shall be entitled to reasonable compensation and reimbursement of actual, necessary expenses for post-Effective Date activities, including the preparation, filing, and prosecution of Final Fee Applications; *provided that* that the Professionals employed by the Committee shall only be entitled to such fees and expenses related to Final Fee Applications. Any time or expenses incurred in the preparation, filing, and prosecution of Final Fee Applications shall be disclosed by each Professional in its Final Fee Application and shall be subject to approval of the Court.

Upon the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 in seeking retention or compensation for services rendered after such date shall terminate, and, subject to the Liquidating Trust Agreement, the Liquidating Trustee may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to, or action, Order, or approval of, the Court.

D. Substantial Contribution Compensation and Expenses Bar Date

Any Person or Entity that wishes to make a Substantial Contribution Claim based on facts or circumstances arising after the Petition Date must File an application with the Clerk of the Court, on or before the Administrative Expense Claim Bar Date, and serve such application on the Liquidating Trust and the U.S. Trustee and as otherwise required by the Court and the Bankruptcy Code, or be forever barred from seeking such compensation or expense reimbursement. Objections, if any, to the Substantial Contribution Claim must be Filed no later than the Administrative Expense Claims Objection Deadline, unless otherwise extended by Order of the Court.

**ARTICLE V.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests

Pursuant to Bankruptcy Code sections 1122 and 1123(a)(1), all Claims against and Interests in the Debtor (except for the Claims addressed in Article IV hereof) are classified for the purposes

of voting and Distribution pursuant to this Plan, as set forth herein. A Claim or an Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such other Class. A Claim is placed in a particular Class for the purpose of receiving Distributions pursuant to the Amended Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date. Except as otherwise specifically provided for herein, the Confirmation Order, or any other Order of the Court, or required by applicable bankruptcy law, in no event shall the aggregate value of all property received or retained under the Amended Plan on account of an Allowed Claim exceed 100% of the underlying Allowed Claim.

Bankruptcy Code section 1129(a)(10) shall be satisfied for the purposes of Confirmation by acceptance of the Amended Plan by an Impaired Class of Claims; *provided, however*, that in the event no Holder of a Claim with respect to a specific Class timely submits a Ballot in compliance with the deadline established by the Court indicating acceptance or rejection of this Plan, such Class will be deemed to have accepted this Plan. The Debtor may seek Confirmation of this Plan pursuant to Bankruptcy Code section 1129(b) with respect to any rejecting Class of Claims or Interests.

All Claims and Interests (other than Administrative Expense Claims, Priority Tax Claims, and Professional Fee Claims) are placed in the Classes set forth below. The following chart provides a summary of treatment of each Class of Claims and Interests (other than Administrative Expense Claims, Priority Tax Claims, and Professional Fee Claims) and an estimate of the recoveries of each Class.¹² The treatment provided in this chart is for informational and illustrative purposes only and is qualified in its entirety by Article V.B hereof.¹³

¹² These amounts represent estimated Allowed Claims and do not represent amounts actually asserted by Creditors in Proofs of Claim or otherwise. The Debtor has not completed its analysis of Claims in the Chapter 11 Case and Objections 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 higher or lower than estimated.

¹³ The information reflected below is also subject to material change based on certain contingencies, including those related to the Claims reconciliation process. Actual recoveries may widely vary within these ranges, and any changes to any of the assumptions underlying these amounts could result in material adjustments to recovery estimates provided herein and/or the actual distributions received by Holders of Allowed Claims. The projected recoveries are based on information available to the Debtor as of the date hereof and reflect the Debtor's estimates as of the date hereof only. In addition to the cautionary notes contained elsewhere in the Combined Disclosure Statement and Plan, it is underscored that the Debtor makes no representation as to the accuracy of these recovery estimates. The Debtor expressly disclaims any obligation to update any estimates or assumptions after the date hereof on any basis (including new or different information received and/or errors discovered).

Class	Claim / Interest	Status	Voting Rights	Estimated Dollar Amount of Allowed Claims	Approximate Recovery¹⁴
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept	~\$659,000.00	100%
2	Other Secured Claims	Unimpaired	Deemed to Accept	\$0	100%
3	Northern Trust Secured Claim	Impaired	<i>Entitled to Vote</i>	\$4,916,952.17, plus interest of \$170,611.41 through October 10, 2023 plus per diem interest of \$1,136.3622793 from October 11, 2023 and thereafter plus attorneys' fees and costs through September 30, 2023 of \$136,088.44, plus additional attorneys' fees and expenses incurred thereafter	~70%
4	General Unsecured Claims	Impaired	<i>Entitled to Vote</i>	\$30,500,000.00	14.45% - 34.47% ¹⁵
5	Existing Interests	Impaired	Deemed to Reject	\$0	0%

¹⁴ These estimates take into account potential proceeds from the De Minimis Asset Sales, payments from the Carsons Settlement and potential proceeds from the successful prosecution and liquidation of the Government Claim.

¹⁵ This estimated recovery for Holders of General Unsecured Claims depends on a variety of factors, including, among others, (a) the successful prosecution and liquidation by the Debtor or the Liquidating Trust, as applicable, of the Government Claim (which would increase Distributions to Holders of General Unsecured Claims); and (b) the filing of an Allowed Claim by the U.S. government against the Debtor (which would reduce Distributions to Holders of General Unsecured Claims).

B. Treatment of Claims and Interests

1. Unimpaired Claims

i. Class 1: Priority Non-Tax Claims

- (a) Classification. Class 1 consists of all Priority Non-Tax Claims, including all Accrued PTO Claims.
- (b) Treatment. On or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Priority Non-Tax Claim shall receive, on account of, in exchange for, and in full satisfaction of such Allowed Priority Non-Tax Claim, (a) Cash equal to the unpaid portion of such Allowed Priority Non-Tax Claim or (b) such other treatment as to which such Holder and the Debtor or the Liquidating Trustee, as applicable, shall have agreed upon in writing.
- (c) Voting. Class 1 is Unimpaired, and the Holders of Claims in Class 1 shall be conclusively deemed to have accepted the Amended Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Claims in Class 1 are not entitled to vote to accept or reject the Amended Plan.

ii. Class 2: Other Secured Claims

- (a) Classification. Class 2 consists of all Other Secured Claims.
- (b) Treatment. On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Other Secured Claim shall receive, on account of, in exchange for, and in full satisfaction of such Allowed Other Secured Claim, (a) Cash equal to the value of such Allowed Other Secured Claim, (b) a return of the Holder's Collateral securing the Other Secured Claim, (c) such treatment required under Bankruptcy Code section 1124(2) for such Claim to be rendered Unimpaired, or (d) such other treatment as to which such Holder and the Debtor or the Liquidating Trustee, as applicable, shall have agreed upon in writing.
- (c) Voting. Class 2 is Unimpaired, and the Holders of Claims in Class 2 shall be conclusively deemed to have accepted the Amended Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Claims in Class 2 are not entitled to vote to accept or reject the Amended Plan.

2. Impaired Claims and Interests

i. Class 3: Northern Trust Secured Claim

- (a) Classification. Class 3 consists of the Northern Trust Secured Claim.
- (b) Treatment. On the Effective Date, the Holder of the Northern Trust Secured Claim shall indefeasibly be paid, on account of and in exchange for the Debtor's obligations in respect of the Northern Trust Secured Claim, such amount as is necessary to satisfy all but \$1.5 million of the Northern Trust Secured Claim, upon which Northern Trust's liens and security interests against the Debtor's assets shall be released and forever discharged; *provided, however*, Northern Trust shall retain its liens and security interests in the property of all non-Debtors that presently secure the Northern Trust Secured Claim until the Northern Trust Remaining Claim is indefeasibly satisfied in full.
- (c) Voting. Class 3 is Impaired, and the Holder of the Claim in Class 3 is entitled to vote to accept or reject the Amended Plan.

ii. Class 4: General Unsecured Claims

- (a) Classification. Class 4 consists of all General Unsecured Claims.
- (b) Treatment. On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim shall receive, on account of and in exchange for such Allowed General Unsecured Claim, its Pro Rata share of the Liquidating Trust Interests, or such other less favorable treatment as to which the Debtor or Liquidating Trust, as applicable, and the Holder of such Allowed General Unsecured Claim shall have agreed upon in writing.
- (c) Voting. Class 4 is Impaired, and the Holder of the Claims in Class 4 are entitled to vote to accept or reject the Amended Plan.

iii. Class 5: Existing Interests

- (a) Classification. Class 5 consists of Existing Interests.
- (b) Treatment. On the Effective Date, all Existing Interests will be cancelled, released, and extinguished, and each such Holder of an Existing Interest shall not be entitled to, and shall not receive or retain, any property or interest in property on account of such Existing Interest.

- (c) Voting. Holders of Existing Interests are conclusively deemed to have rejected the Amended Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Existing Interests are not entitled to vote to accept or reject the Amended Plan.

C. Special Provision Regarding Unimpaired Claims

Except as otherwise provided in the Amended Plan, the Confirmation Order, any other Order of the Court, or any document or agreement enforceable pursuant to the terms of the Amended Plan, nothing shall affect the rights and defenses, both legal and equitable, of the Debtor and/or the Liquidating Trust with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs or recoupments against Unimpaired Claims.

D. Allowed Claims

Notwithstanding any provision herein to the contrary, the Disbursing Agent shall only make Distributions to Holders of Allowed Claims. No Holder of a Disputed Claim shall receive any Distribution on account thereof until (and then only to the extent that) its Disputed Claim becomes an Allowed Claim. The Debtor and/or the Liquidating Trustee may, in their discretion, withhold Distributions otherwise due hereunder to any Holder until the Claims Objection Deadline, to enable a timely objection thereto to be Filed. Any Holder of a Claim that becomes an Allowed Claim after the Effective Date shall receive its Distribution in accordance with the terms and provisions of the Amended Plan and/or the Liquidating Trust Agreement, as applicable.

**ARTICLE VI.
CONFIRMATION AND VOTING PROCEDURES**

A. Confirmation Procedure

1. Combined Hearing

On September 13, 2023, the Court entered the Conditional Approval and Procedures Order, conditionally approving the Combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtor to solicit acceptances of the Amended Plan. The Combined Hearing has been scheduled for **October 30, 2023 at 1:00 p.m. (prevailing Eastern time)** to consider (a) final approval of the Amended Disclosure Statement as providing adequate information pursuant to Bankruptcy Code section 1125 and (b) confirmation of the Amended Plan pursuant to Bankruptcy Code section 1129. The Combined Hearing may be continued from time to time without further notice other than the announcement by the Debtor in open court of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any notice Filed with the Court.

The Combined Hearing will be held before the Honorable Jeffrey W. Cavender at the United States Bankruptcy Court for the Northern District of Georgia, 75 Ted Turner Dr. SW, Courtroom 1203, Atlanta, Georgia 30303, which will be held in person. If necessary, you may also attend the Combined Hearing via the Virtual Hearing Room through the “Dial-in and Virtual Bankruptcy Hearing Information” link at the top of the homepage of the Court’s website,

www.ganb.uscourts.gov, or the link on the judge's webpage, which can also be found on the Court's website. Please also review the "Hearing Information" tab on the judge's webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

2. Procedure for Objections

Any objection to final approval of the Amended Disclosure Statement as providing adequate information pursuant to Bankruptcy Code section 1125 and/or confirmation of the Amended Plan must (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures; (c) state the name and address of the objecting party and the nature and amount of any claim or interest asserted by such party against the Debtor, its estate, or its property; (d) state with particularity the legal and factual bases and nature of any objection to the adequacy of the Amended Disclosure Statement or confirmation of the Amended Plan; (e) be Filed with the Court, and served upon the following parties (collectively, the "Notice Parties"): (a) Envistacom, L.L.C., c/o GGG Partners, LLC, 2870 Peachtree Road, Suite 502, Atlanta, GA 30305 (Attn: Katie S. Goodman); (b) counsel to the Debtor, McDermott Will & Emery LLP, 1180 Peachtree Street NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil); (c) counsel to The Northern Trust Company, Foley & Lardner LLP, 100 North Tampa Street, Suite 2700, Tampa, FL 33602 (Attn: Mark J. Wolfson); (d) counsel to the Committee, Scroggins & Williamson, P.C., 4401 Northside Parkway, Suite 450, Atlanta, GA 30327 (Attn: Matthew W. Levin); (e) counsel to the Carsons, Kilpatrick Townsend LLP, 1100 Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Todd C. Meyers); and (f) the Office of the United States Trustee for Region 21, 362 Richard Russell Building, 75 Ted Turner Drive, SW, Atlanta, GA 30303 (Attn: Thomas W. Dworschak), so as to be received on or before **October 13, 2023 at 4:00 p.m. (Eastern time)**. **Unless an objection is timely Filed and served, it may not be considered by the Court at the Confirmation Hearing.**

B. Statutory Requirements for Confirmation

1. General Requirements

The Court will confirm the Amended Plan only if it meets all the applicable requirements of Bankruptcy Code section 1129, as discussed herein. Among other requirements, the Amended Plan (a) must be accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, the Amended Plan must not "discriminate unfairly" against and be "fair and equitable" with respect to such Class; and (b) must be feasible. The Court must also find that (a) the Amended Plan has classified Claims and Interests in a permissible manner; (b) the Amended Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code; and (c) the Amended Plan has been proposed in good faith.

2. Classification of Claims and Interests

Bankruptcy Code section 1123 provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with Bankruptcy Code section 1123, Article V of the Amended Plan divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those Claims which, pursuant to Bankruptcy Code section 1123(a)(1), need not be and have not been classified). A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving distributions pursuant to the Amended Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

The Debtor also is required, under Bankruptcy Code section 1122, to classify Claims and Interests into Classes that contain Claims or Interests that are substantially similar to the other Claims or Interests in such Class. In accordance with Bankruptcy Code section 1122, the Amended Plan creates separate Classes to deal respectively with secured Claims, unsecured Claims, and Interests. The Debtor believes that the Amended Plan's classifications place substantially similar Claims or Interests in the same Class and thus, meet the requirements of Bankruptcy Code section 1122.¹⁶

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtor believes that the Amended Plan complies with such standard. If the Court finds otherwise, however, it could deny confirmation of the Amended Plan if the Holders of Claims or Interests affected do not consent to the treatment afforded them under the Amended Plan.

3. Confirmation Pursuant to Bankruptcy Code Sections 1129(a)(10) and 1129(b)

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims, determined without including any acceptance of the plan by any insider holding a claim in that class, and the plan meets the "cramdown" requirements set forth in Bankruptcy Code section 1129(b). Bankruptcy Code section 1129(b) requires that a court find that a plan (a) "does not discriminate unfairly" and (b) is "fair and equitable," with respect to each non-accepting impaired class of claims or interests.

¹⁶ It is possible that a Holder of a Claim or Interest may challenge the Debtor's classification of Claims or Interests and that the Court may find that a different classification is required for the Plan to be confirmed. If such a situation develops, the Debtor intends, in accordance with the terms of the Plan, to make such permissible modifications to the Plan as may be necessary to permit its Confirmation. Any such reclassification could adversely affect Holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Plan.

Because Class 5 (Existing Interests) is deemed to reject the Amended Plan, the Debtor shall (a) seek Confirmation of the Amended Plan from the Court by employing the “cramdown” procedures set forth in Bankruptcy Code section 1129(b) and/or (b) modify the Amended Plan in accordance with Article XVI.A hereof. The Debtor reserves the right to alter, amend, modify, revoke, or withdraw the Amended Plan or any Plan Exhibit or schedule, including to amend or modify the Amended Plan or such Exhibits or schedules to satisfy the requirements of Bankruptcy Code section 1129(b), if necessary.

The Debtor believes that the requirements of Bankruptcy Code section 1129(b) are satisfied. The Bankruptcy Code does not provide a standard for determining when “unfair discrimination” exists; courts typically examine the facts and circumstances of each particular case to determine whether unfair discrimination exists. At a minimum, however, the unfair discrimination standard prevents creditors and interest holders with similar legal rights from receiving materially different treatment under a proposed plan without sufficient justifications for doing so. The Debtor believes that, under the Amended Plan, all Impaired Classes of Claims or Interests are treated in a manner that is consistent with the treatment of other Classes of Claims or Interests that are similarly situated, if any, except where there is sufficient justification for different treatment. Accordingly, the Debtor believes that the Amended Plan does not discriminate unfairly as to any Impaired Class of Claims or Interests.

The Bankruptcy Code provides a nonexclusive definition of the phrase “fair and equitable.” To determine whether a plan is “fair and equitable,” the Bankruptcy Code establishes “cramdown” tests for secured creditors, unsecured creditors, and equity holders, as follows:

- Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred cash payments having a present value at least equal to the amount of its allowed secured claim as of the effective date, (ii) each impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim, or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.
- Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value as of the effective date equal to the amount of its allowed claim, or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan on account of such junior claim or interest.
- Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greater of the allowed amount of any fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of such interest, or (ii) the holder of any Interest that is junior to such non-accepting class will not receive or retain any property under the plan on account of such junior interest.

The Debtor believes that the distributions provided under the Amended Plan satisfy the absolute priority rule, where required.

4. Best Interests of Creditors Test and Liquidation Analysis

i. Best Interests of Creditors Test

Even if a plan is accepted by the Holders of each Class of Claims and Interests, the “best interests” test, as set forth in Bankruptcy Code section 1129(a)(7), requires that each Holder of an Impaired Claim or Interest either (a) accept the Amended Plan or (b) receive or retain under the Amended 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.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor were liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from the debtor’s assets if the Chapter 11 Case were converted to a chapter 7 case under the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor’s unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses, and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any impaired class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class.

To make these findings, the Court must (a) estimate the cash liquidation proceeds that a chapter 7 trustee would generate if the Debtor’s Chapter 11 Case were converted to a chapter 7 case and the Assets of the Debtor’s Estate were liquidated; (b) determine the liquidation distribution that each non-accepting Holder of a Claim or Interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such Holder’s liquidation distribution to the distribution under the Amended Plan that such Holder would receive if the Amended Plan were confirmed and consummated.

The Debtor believes that in a chapter 7 liquidation, there would be additional costs and expenses that would be incurred as a result of the ineffectiveness associated with replacing existing management and professionals in a chapter 7 case. Accordingly, the Debtor believes that anticipated recoveries to each Class of Impaired Claims under the Amended Plan implies a greater or equal recovery to Holders of Claims in Impaired Classes than the recovery available to them in a chapter 7 liquidation. Accordingly, the Debtor believes that the “best interests” test promulgated by Bankruptcy Code section 1129 is satisfied.

ii. Liquidation Analysis

The Debtor is in the process of liquidating substantially all of its Assets through the De Minimis Asset Sales, as approved by and conducted pursuant to the De Minimis Asset Sale Order. The Debtor believes that liquidation under chapter 11 is more beneficial to the Holders of Claims than a liquidation under chapter 7 because the Amended Plan allows the Liquidating Trust Assets

to be promptly administered by the Liquidating Trustee to the Liquidating Trust Beneficiaries in accordance with the Amended Plan.

Costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of counsel and other professionals retained by the chapter 7 trustee, all unpaid expenses incurred by the Debtor in its Chapter 11 Case (such as compensation of attorneys, financial advisors and accountants that are allowed in the chapter 7 case), litigation costs, and claims arising from the operations of the Debtor during the pendency of the Chapter 11 Case. Moreover, a chapter 7 trustee would be entitled to statutory fees relating to the Distribution of the Debtor's already monetized Assets. Accordingly, a portion of the cash currently available for Distribution to Liquidating Trust Beneficiaries, including unsecured creditors, would instead be paid to a chapter 7 trustee.

The Debtor, with the assistance of its advisors, has prepared the Liquidation Analysis, attached hereto as **Exhibit A**, that summarizes the Debtor's best estimate of recoveries by Holders of Claims and Interests if the Chapter 11 Case were converted to a case under chapter 7 of the Bankruptcy Code. As set forth in the Liquidation Analysis, if the Chapter 11 Case were to be converted to a chapter 7 case, the proceeds from the De Minimis Asset Sales would remain unchanged, but the Debtor would incur the additional costs of a chapter 7 trustee, as well as the costs of counsel and other professionals retained by the chapter 7 trustee. These costs would reduce potential distribution to Allowed Impaired Claims on a dollar-for-dollar basis. Conversion also would likely delay the liquidation process and the ultimate distribution, if any, to unsecured creditors. Accordingly, the Debtor believes that Holders of Allowed Claims would receive less than anticipated under the Amended Plan if the Chapter 11 Case were converted to a chapter 7 case.

5. Feasibility

Bankruptcy Code section 1129(a)(11) requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor (unless such liquidation or reorganization is proposed in the Amended Plan). Because the Amended Plan proposes a liquidation of all of the Debtor's Assets, for purposes of this test, the Debtor has analyzed the ability of the Liquidating Trustee to meet its obligations under the Amended Plan. Based on the Debtor's analysis, the Liquidating Trustee will have sufficient assets to accomplish its tasks under the Amended Plan. Therefore, the Debtor believes that the liquidation pursuant to the Amended Plan will meet the feasibility requirements of the Bankruptcy Code.

C. Acceptance or Rejection of the Amended Plan

1. Presumed Acceptances by Vacant Classes

Any Class or sub-Class of Claims that is not occupied as of the date of the Combined Hearing by at least one Allowed Claim, or at least one Claim temporarily Allowed under Bankruptcy Rule 3018, shall not be included for purposes of (a) voting on the acceptance or rejection of the Amended Plan and (b) determining acceptance or rejection of the Amended Plan by such Class under Bankruptcy Code section 1129(a)(8).

2. Presumed Acceptances by Unimpaired Classes

Pursuant to Bankruptcy Code section 1126(f), only the Holders of Claims in Classes Impaired by the Amended Plan and receiving a payment or Distribution under the Amended Plan may vote on the Amended Plan. Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are Unimpaired by the Amended Plan. Therefore, under Bankruptcy Code section 1126(f), such Holders of Claims are conclusively presumed to accept the Amended Plan and the votes of Holders of such Claims shall not be solicited.

3. Class Deemed to Reject Plan

Pursuant to Bankruptcy Code section 1124, a Class of Claims or Interests may be Impaired if the Amended Plan alters the legal, equitable or contractual rights of the Holders of such Claims or Interests treated in such Class. Holders of Existing Interests in Class 5 (Existing Interests) are not entitled to receive or retain any property under the Amended Plan. Under Bankruptcy Code section 1126(g), such Holders are deemed to reject the Amended Plan, and the votes of such Holders of Existing Interests shall not be solicited.

4. Impaired Classes of Claims Entitled to Vote

Because Claims in Class 3 (Northern Trust Secured Claim) and Class 4 (General Unsecured Claims) are Impaired under the Amended Plan and Holders of such Claims may receive or retain property under the Amended Plan, Holders of Claims in such Classes are entitled to vote and shall be solicited with respect to the Amended Plan. **ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE AMENDED PLAN IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN CLASS 3 (NORTHERN TRUST SECURED CLAIM) AND CLASS 4 (GENERAL UNSECURED CLAIMS).**

In order for the Amended Plan to be accepted by an impaired Class of Claims, a majority in number (*i.e.*, more than half) and at least two-thirds in dollar amount of the Claims voting (of each impaired Class of Claims) must vote to accept the Amended Plan. At least one Impaired Class of Creditors, excluding the votes of Insiders, must actually vote to accept the Amended Plan.

D. Voting Procedures

1. Eligibility to Vote on the Amended Plan

Unless otherwise ordered by the Court, only Holders of Allowed Claims in Class 3 (Northern Trust Secured Claim) and Class 4 (General Unsecured Claims) may vote on the Amended Plan. Further, subject to the tabulation procedures that were approved by the Conditional Approval and Procedures Order, in order to vote on the Amended Plan, you must hold an Allowed Claim in Class 3 (Northern Trust Secured Claim) and Class 4 (General Unsecured Claims), or be the Holder of a Claim in such Class that has been temporarily Allowed for voting purposes only under Bankruptcy Rule 3018(a). **IF YOU ARE ENTITLED TO VOTE ON THE AMENDED PLAN, YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY SUBMIT YOUR BALLOT. PLEASE BE SURE TO COMPLETE THE BALLOT**

PROPERLY AND LEGIBLY IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE CREDITOR.

2. Solicitation Packages and Notice

All Holders of Allowed Claims in Class 3 (Northern Trust Secured Claim) and Class 4 (General Unsecured Claims) will receive (a) notice of the Combined Hearing (the “Combined Hearing Notice”) setting forth: (i) the deadline to vote on the Amended Plan, (ii) the deadline to object to the adequacy of the information contained in the Amended Disclosure Statement and confirmation of the Amended Plan, (iii) procedures for filing objections and responses to the final approval of the adequacy of the Amended Disclosure Statement or to confirmation of the Amended Plan, and (iv) the time, date, and place of the Combined Hearing; and (b) a form of ballot. All other Creditors and parties-in-interest not entitled to vote on the Amended Plan will receive (a) the Combined Hearing Notice and (b) a notice of non-voting status.

IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE AMENDED PLAN AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THE AMENDED PLAN OR PROCEDURES FOR VOTING ON THE AMENDED PLAN, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT BY (A) EMAILING ENVISTACOM@EPIQGLOBAL.COM AND REFERENCING “ENVISTACOM, L.L.C.” IN THE SUBJECT LINE OR (B) WRITING TO THE FOLLOWING ADDRESS: ENVISTACOM, L.L.C., BALLOT PROCESSING CENTER, C/O EPIQ CORPORATE RESTRUCTURING, LLC, P.O. BOX 4422, BEAVERTON, OR 97076-4422.

THE CLAIMS AND NOTICING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE. IF YOU BELIEVE YOU REQUIRE LEGAL ADVICE, YOU SHOULD CONSULT WITH AN ATTORNEY.

3. Voting Deadlines

In order for your Ballot to count, you must either (a) complete an electronic ballot at <http://dm.epiq11.com/Envistacom> or (b) complete, date, sign, and deliver by first class mail, overnight courier, messenger, or hand delivery to the following address: Envistacom, L.L.C., Ballot Processing Center, c/o Epiq Corporate Restructuring, LLC, P.O. Box 4422, Beaverton, OR 97076-4422. **BALLOTS SENT BY FACSIMILE TRANSMISSION OR E-MAIL ARE NOT ALLOWED AND WILL NOT BE COUNTED.**

Ballots must be submitted electronically, or the Claims and Noticing Agent must physically receive original ballots by mail or overnight delivery, on or before **October 13, 2023 at 4:00 p.m. (prevailing Eastern time)**. 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 once 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 Amended Plan.

**ARTICLE VII.
CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING**

THE AMENDED PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE AMENDED PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN AND THE DOCUMENTS DELIVERED TOGETHER HERewith OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE AMENDED PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE AMENDED PLAN AND ITS IMPLEMENTATION.

A. General Bankruptcy Law and Plan Considerations

1. The Amended Plan May Not Be Accepted

The Debtor can make no assurances that the requisite acceptances to the Amended Plan will be received, and the Debtor may need to obtain acceptances to an alternative plan of liquidation for the Debtor, or otherwise, may be forced to liquidate under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to Holders of Allowed Claims as those proposed in the Amended Plan.

2. The Amended Plan May Not Be Confirmed

Even if the Debtor receives the requisite acceptances, there is no assurance that the Court, which may exercise substantial discretion as a court of equity, will confirm the Amended Plan. Even if the Court determined that the Amended Plan and the balloting procedures and results were appropriate, the Court could still decline to confirm the Amended Plan if it finds that any of the statutory requirements for Confirmation had not been met. Moreover, there can be no assurance that modifications to the Amended Plan will not be required for confirmation or that such modifications would not necessitate the resolicitation of votes. If the Amended Plan is not confirmed, it is unclear what distributions Holders of Allowed Claims ultimately would receive with respect to their Claims in a subsequent plan of liquidation.

3. Distributions to Holders of Allowed Claims Under the Amended Plan May be Inconsistent with Projections

Projected Distributions are based upon good faith estimates of the total amount of Claims and Interests ultimately Allowed and the Liquidating Trust Assets available for Distribution. There can be no assurance that the estimated Claim amounts set forth in the First Amended Combined Disclosure Statement and Plan are correct. These estimated amounts are based on

certain assumptions with respect to a variety of factors, including, but not limited to, the resolution of objections Filed to certain Claims. Both the actual amount of Allowed Claims in a particular Class and the Liquidating Trust Assets available for Distribution may differ from the Debtor's estimates due to, among other things, the successful prosecution and liquidation of the Government Claim. If the total amount of Allowed Claims in a Class is higher than the Debtor's estimates, or the funds available for Distribution to such Class are lower than the Debtor's estimates, the percentage recovery to Holders of Allowed Claims in such Class will be less than projected.

4. The Disposition of the Government Claim May Impact Unsecured Creditor Recoveries

Depending on any defenses or counterclaims set forth by the Government Claim Counterparty and the resolution of any appeal, the anticipated proceeds associated with the Government Claim and available to unsecured creditors as part of the Carsons Settlement may be impacted.

5. The Disposition of the Criminal Proceeding May Impact Unsecured Creditor Recoveries

Further to paragraph 4 of this section, the Criminal Proceeding is still pending and sentencing has not occurred. Depending on the outcome of the sentencing with respect to the Debtor and its co-defendants in the Criminal Proceeding, including any and all outstanding fines and penalties that may be associated therewith, the anticipated proceeds associated with the Carsons Settlement and the ultimate recoveries to general unsecured claimants may be impacted, but at this time, any such impact, as well as the outcome of the foregoing remain uncertain.

6. Objections to Classifications of Claims

The Debtor believes that all Claims and Interests have been appropriately classified in the Amended Plan. To the extent that the Court finds that a different classification is required for the Amended Plan to be confirmed, the Debtor would seek to (i) modify the Amended Plan to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Amended Plan, by changing the composition of such Class and the vote required for approval of the Amended Plan. There can be no assurance that the Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Amended Plan based upon such reclassification. Except to the extent that modification of classification in the Amended Plan requires resolicitation, the Debtor will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Court that acceptance of the Amended Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Amended Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member. The Debtor believes that under the Bankruptcy Rules, it would be required to resolicit votes for or against the Amended Plan only when a modification adversely affects the treatment of the Claim or Interest of any Holder.

The Bankruptcy Code also requires that the Amended Plan provide the same treatment for each Claim or Interest of a particular Class unless the Holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Debtor believes that the Amended Plan complies with the requirement of equal treatment. To the extent that the Court finds that the Amended Plan does not satisfy such requirement, the Court could deny confirmation of the Amended Plan. Issues or disputes relating to classification and/or treatment could result in a delay in the confirmation and consummation of the Amended Plan and could increase the risk that the Amended Plan will not be consummated.

7. Failure to Consummate the Amended Plan

Article XIII of the Amended Plan provides for certain conditions that must be satisfied (or waived) prior to confirmation and for certain other conditions that must be satisfied (or waived) prior to the Effective Date. As of the date of the First Amended Combined Disclosure Statement and Plan, there can be no assurance that any or all of the conditions in the Amended Plan will be satisfied (or waived). Accordingly, there can be no assurance that the Amended Plan will be confirmed by the Court. Further, if the Amended Plan is confirmed, there can be no assurance that the Amended Plan will go effective.

8. Releases, Exculpation, and Injunction Provisions May Not be Approved

Article XIV of the Amended Plan contains certain releases, exculpations, and injunction language. Parties are urged to read these provisions carefully to understand how Confirmation and Consummation of the Amended Plan will affect any Claim, Interest, right, or action with regard to the Debtor and certain third parties.

THE AMENDED PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR TO THE FULLEST EXTENT AUTHORIZED OR PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND ALL OTHER APPLICABLE LAW.

There can be no assurance that the releases, exculpation, and injunction provisions, as provided in Article XIV.D, Article XIV.E, and Article XIV.F hereof, will be granted. Failure of the Court to grant such relief may result in a plan of liquidation that differs from the Amended Plan, or the Amended Plan not being confirmed.

B. Risks Associated with Forward Looking Statements

The financial information contained in this First Amended Combined Disclosure Statement and Plan has not been audited. In preparing this First Amended Combined Disclosure Statement and Plan, the Debtor relied on financial data derived from its Books and Records that was available at the time of such preparation. Although the Debtor has used its reasonable business judgment to ensure the accuracy of the financial information provided in this First Amended Combined Disclosure Statement and Plan, and while the Debtor believes that such financial information fairly reflects the financial condition of the Debtor, the Debtor is unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

C. Alternatives to Confirmation and Consummation of the Amended Plan

The Debtor believes that the Amended Plan affords the Holders of Claims the potential for a better realization on the Debtor's assets than a chapter 7 liquidation, and therefore, is in the best interests of such Holders. If, however, the Amended Plan is not confirmed, the theoretical alternatives include (i) formulation of an alternative plan or plans of liquidation under chapter 11, or (ii) liquidation of the Debtor under chapter 7 of the Bankruptcy Code. Each of these possibilities is discussed in turn below.

1. Alternative Plan(s) of Liquidation

If the requisite acceptances are not received or if the Amended Plan is not confirmed, the Debtor could attempt to formulate and propose a different plan or plans of liquidation. With respect to an alternative liquidation plan, the Debtor has explored various other alternatives in connection with the development and formulation of the Amended Plan. The Debtor believes that the Amended Plan enables the Liquidating Trust Beneficiaries to realize the greatest possible value under the circumstances, and that, as compared to any alternative plan of liquidation, has the greatest chance to be confirmed and consummated.

2. Liquidation under Chapter 7

If the Amended Plan is not confirmed, the Debtor's Chapter 11 Case could be converted to a liquidation case under chapter 7 of the Bankruptcy Code. In a case under chapter 7 of the Bankruptcy Code, a trustee would be appointed to promptly liquidate the assets of the Debtor. It is impossible to predict precisely how the proceeds of the liquidation would be distributed to the Liquidating Trust Beneficiaries. The Debtor believes that in a liquidation under chapter 7 of the Bankruptcy Code, before creditors received any distributions, additional administrative expenses would likely be required in the appointment of a trustee and attorneys, accountants, and other professionals to assist such trustee, which could cause a substantial diminution in the value of the estate. The assets available for distribution to the Litigation Trust Beneficiaries would be reduced by such additional expenses. Further, it is unclear whether a chapter 7 trustee could appropriately maximize the value of the Government Claim. Moreover, the Carsons Settlement incorporated herein, provides for an additional recovery of between \$4 million and \$8 million over and above what might be recovered from ATG and the Carsons if the Chapter 11 Case was converted and therefore the Carsons Settlement was void. Therefore, the Debtor believes that the Amended Plan enables the Liquidating Trust Beneficiaries to realize the greatest possible value under the circumstances, and that, as compared to a chapter 7 liquidation, provides the best opportunity for unsecured creditor recoveries.

**ARTICLE VIII.
CERTAIN FEDERAL INCOME TAX CONSEQUENCES**

A. Overview

The following discussion is a summary of certain material U.S. federal income tax consequences of the Amended Plan to the Debtor and to certain holders (which solely for purposes of this discussion means the beneficial owner for U.S. federal income tax purposes) of Claims. The following summary does not address the U.S. federal income tax consequences to Holders of

Claims or Interests not entitled to vote on the Amended Plan. This summary is based on the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), Treasury Regulations promulgated and proposed thereunder (the “Treasury Regulations”), judicial decisions, and published administrative rules and pronouncements of the Internal Revenue Service, all as in effect on the date hereof and all of which are subject to change or differing interpretations, possibly with retroactive effect. No legal opinions have been requested or obtained from counsel with respect to any of the tax aspects of the Amended Plan and no rulings have been or will be requested from the Internal Revenue Service with respect to any of the issues discussed below. The discussion below is not binding upon the Internal Revenue Service or the courts. No assurance can be given that the Internal Revenue Service would not assert, or that a court would not sustain, a different position than any position discussed herein.

This summary does not address non-U.S., state, local, or non-income tax consequences of the Amended Plan (including such consequences with respect to the Debtor), nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its individual circumstances or to a Holder that may be subject to special tax rules (such as persons who are related to the Debtor within the meaning of the Internal Revenue Code, U.S. Holders whose functional currency is not the U.S. dollar, U.S. expatriates, certain former citizens or long-term residents of the United States, broker-dealers, banks, mutual funds, insurance companies, financial institutions, retirement plans, small business investment companies, regulated investment companies, real estate investment trusts, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, partnerships (or other entities treated as partnerships or other pass-through entities), beneficial owners of partnerships (or other entities treated as partnerships or other pass-through entities), subchapter S corporations, Holders of Claims as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and Holders of Claims who are themselves in bankruptcy). Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds such a Claim only as a “capital asset” (within the meaning of section 1221 of the Internal Revenue Code). This summary also assumes that the Claims against the Debtor will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtor “solely as a creditor” for purposes of section 897 of the Internal Revenue Code (and thus are not subject to withholding under the Foreign Investment in Real Property Tax Act). This discussion does not address the U.S. federal income tax consequences to Holders (a) whose Claims are unimpaired or otherwise entitled to payment in full under the Amended Plan, or (b) that are deemed to accept or deemed to reject the Amended Plan. Additionally, this discussion does not address any consideration being received other than in a person’s capacity as a Holder of a Claim.

For purposes of this discussion, the term “U.S. Holder” means a Holder of a Claim (including a beneficial owner of a Claim), that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation, or other entity treated as a corporation, created or organized in or under the laws of the United States or any state thereof or the District of Columbia, (iii) a trust if (a) a court within the United States is able to exercise primary jurisdiction over the trust’s administration and one or more U.S. persons (within the meaning of section 7701(a)(30) of the Internal Revenue Code) have the authority to control all substantial decisions of the trust or (b) such trust has made a valid election under applicable

Treasury Regulations to be treated as a U.S. person for U.S. federal income tax purposes, or (iv) an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source.

For purposes of this discussion, a “Non-U.S. Holder” is any Holder of a Claim that is neither a U.S. Holder nor a partnership (or other entity treated as a partnership or other passthrough entity for U.S. federal income tax purposes). In the case of a Holder that is classified as a partnership for U.S. federal income tax purposes, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partner or the partnership. If you are a partner (or other beneficial owner) of a partnership (or other entity treated as a partnership or other pass-through entity) that is, or will be, a Holder of a Claim, then you should consult your own tax advisors.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO YOU. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL, NON-U.S., NON-INCOME, AND OTHER TAX CONSEQUENCES OF THE AMENDED PLAN.

B. Tax Consequences to U.S. Holders of Certain Allowed Claims

1. Gain or Loss Recognition

A U.S. Holder of Allowed Claims that receives Cash will be treated as receiving payment in a taxable exchange under section 1001 of the Internal Revenue Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest or original issue discount (“OID”), each U.S. Holder of such Claims should recognize gain or loss equal to the difference between the (a) sum of the Cash received in exchange for the Claim, and (b) such U.S. Holder’s adjusted basis, if any, in such Claim. A U.S. Holder’s ability to deduct any loss recognized on the exchange of its Claims will depend on such U.S. Holder’s own circumstances and may be restricted under the Internal Revenue Code.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.

2. Accrued Interest

A portion of the payment received by Holders of Allowed Claims may be attributable to accrued interest on such Claims or OID. Such amount should be taxable to that U.S. Holder as interest income if such accrued interest has not been previously included in the Holder’s gross income for United States federal income tax purposes. Conversely, U.S. Holders of Claims may be able to recognize a deductible loss to the extent any accrued interest on the Claims was previously included in the U.S. Holder’s gross income but was not paid in full by the Debtor.

If the payment does not fully satisfy all principal and interest on Allowed Claims, the extent to which payment will be attributable to accrued interest is unclear. Under the Amended Plan, the aggregate consideration to be distributed to Holders of Allowed General Unsecured Claims will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan may be binding for U.S. federal income tax purposes, but certain Treasury Regulations generally treat payments as allocated first to any accrued but unpaid interest and then as a payment of principal. Thus, the Internal Revenue Service could take the position that the payment received by the U.S. Holder should be allocated in some way other than as provided in the Amended Plan.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED INTEREST.

3. Market Discount

Under the “market discount” provisions of the Internal Revenue Code, some or all of any gain realized by a U.S. Holder of a Claim who exchanges the Claim for an amount may be treated as ordinary income (instead of capital gain), to the extent of the amount of “market discount” on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with “market discount” if it is acquired other than on original issue and if its U.S. Holder’s adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding “qualified stated interest” or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, in each case, by at least a de minimis amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of Allowed Claim (determined as described above) that were acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Allowed Claims were considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued).

C. Tax Consequences to Non-U.S. Holders of Certain Allowed Claims

The following discussion includes only certain U.S. federal income tax consequences of the payments to Non-U.S. Holders for Claims. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Each Non-U.S. Holder should consult its own tax advisor regarding the U.S. federal, state, and local and the foreign tax consequences of the payments to such Non-U.S. Holder.

Whether a Non-U.S. Holder realizes gain or loss on the payment of a Claim and the amount of such gain or loss is generally determined in the same manner as set forth above in connection with U.S. Holders.

1. Gain or Loss Recognition

Any gain realized by a Non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (i) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the exchange occurs or who otherwise meets the so-called “substantial presence test” under Section 7701(b)(3) of the Internal Revenue Code, or (ii) such gain is effectively connected with the conduct by such non-U.S. Holder of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States).

If the first exception applies, to the extent that any gain is taxable, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such non-U.S. Holder’s gains allocable to U.S. sources exceed losses allocable to U.S. sources during the taxable year of the exchange.

If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain realized on the exchange if such gain is effectively connected with the Non-U.S. Holder’s conduct of a trade or business in the United States in the same manner as a U.S. Holder. To claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

2. Accrued Interest

The United States generally imposes a 30% U.S. federal withholding tax on payments of interest to Non-U.S. Holders. Subject to the discussion below of an interest effectively connected with the conduct of a trade or business within the United State, a Non-U.S. Holder will not be subject to the 30% U.S. federal withholding tax with respect to payments of interest on the notes, provided that:

- i. it does not own, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote;
- ii. it is not a “controlled foreign corporation” with respect to which we are, directly or indirectly, a “related person”; and
- iii. it provides its name and address, and certify, under penalties of perjury, that it is not a U.S. person (on a properly executed IRS Form W-8BEN or W- 8BEN-E (or other applicable form)), or it holds its notes through certain foreign intermediaries and the foreign intermediaries satisfy the certification requirements of applicable Treasury Regulations.

If you cannot satisfy the requirements described above, you will be subject to the 30% U.S. federal withholding tax with respect to payments of interest on the notes, unless you provide us (or other applicable withholding agent) with a properly executed IRS Form W-8BEN or W-8BEN-E or other applicable form claiming an exemption from or reduction in withholding under the benefit of an applicable U.S. income tax treaty.

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

3. FATCA

Under the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account Holders and investors or be subject to withholding on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S. source payments of interest on certain types of obligations. FATCA withholding may apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding tax. U.S. Holders that hold Claims through foreign financial institutions and Non-U.S. Holders are encouraged to consult their tax advisors regarding the possible implications of these rules on their Claim.

D. Matters Related to the Disputed Claims Reserve

The Debtor intends to create a reserve for Disputed Claims. It is possible the Debtor will treat the reserve for Disputed Claims as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections). In general, property that is subject to disputed ownership fund treatment is subject to taxation within the fund (either at C-corporation or trust rates, depending on the nature of the assets held by the fund). Under disputed ownership fund treatment, a separate federal income tax return would be filed with the IRS for the reserve for Disputed Claims with respect to any income attributable to the account, and any taxes imposed on the reserve for Disputed Claims or its assets shall be paid out of the assets of the reserve.

Although not free from doubt, U.S. Holders should not recognize any gain or loss when amounts are set aside in the reserve for Disputed Claims but should recognize gain or loss in an amount equal to: (i) the amount of Cash actually distributed to such U.S. Holder from the reserve, less (ii) the U.S. Holder's adjusted tax basis of its Claim when and to the extent Cash is actually distributed to such U.S. Holder. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt

deduction with respect to its Claim. It is possible that the recognition of any loss realized by a U.S. Holder may be deferred until the reserve for Disputed Claims has made all payments to Holders of Disputed Claims. U.S. Holders are urged to consult their tax advisors regarding the possible application (and the ability to elect out) of the “installment method” of reporting any gain that may be recognized by such Holders in respect of their Claims due to the receipt of cash in a taxable year subsequent to the taxable year in which the reserve is established. The discussion herein assumes that the installment method does not apply.

The timing of the inclusion of income may be subject to alteration for accrual method U.S. Holders that prepare “applicable financial statements” (as defined in Section 451 of the Internal Revenue Code), which may require the inclusion of income no later than the time such amounts are reflected on such financial statement.

E. Tax Consequences in Relation to the Liquidating Trust

As of the Effective Date, the Liquidating Trust will be established for the benefit of the Holders of certain Allowed Claims. The tax consequences of the Amended Plan in relation to the Liquidating Trust and the Beneficiaries thereof are subject to uncertainties due to the complexity of the Amended Plan and the lack of interpretative authority regarding certain changes in the tax law.

Allocations of taxable income of the Liquidating Trust (other than taxable income allocable to the Liquidating Trust’s claims reserves) among Holders of Claims will be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all of its assets (valued at their tax book value) to the holders of the beneficial interests in the Liquidating Trust, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining trust assets.

The tax book value of the trust assets for this purpose will equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Internal Revenue Code, applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements. Uncertainties with regard to federal income tax consequences of the Amended Plan may arise due to the inherent nature of estimates of value that will impact tax liability determinations.

For federal income tax purposes, it is intended that the Liquidating Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulations Section 301.7701-4(d) and as a “grantor trust” within the meaning of sections 671 through 679 of the Internal Revenue Code. The Internal Revenue Service, in Revenue Procedure 94-45, 1994-28 I.R.B. 124, set forth the general criteria for obtaining an Internal Revenue Service ruling as to the grantor trust status of a liquidating trust under a chapter 11 plan. The Liquidating Trust has been structured with the intention of complying with such general criteria. Pursuant to the Amended Plan, and in conformity with Revenue Procedure 94-45, all parties to the Liquidating Trust

(including, without limitation, the Debtor, the Liquidating Trustee, and the holders of beneficial interests in the Liquidating Trust) will be required to treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as (1) a transfer of the Liquidating Trust Assets (subject to any obligations relating to those assets) directly to the holders of Allowed Claims receiving interests in the Liquidating Trust (other than to the extent any of the Liquidating Trust Assets are allocable to Disputed Claims), followed by (2) the transfer by such holders to the Liquidating Trust of the Liquidating Trust Assets in exchange for interests in the Liquidating Trust. Accordingly, except in the event of contrary definitive guidance, holders of Allowed Claims receiving interests in the Liquidating Trust (*i.e.*, the beneficiaries of the Liquidating Trust) would be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets transferred to the Liquidating Trust (other than such Liquidating Trust Assets as are allocable to Disputed Claims).

While the following discussion assumes that the Liquidating Trust will be treated as a liquidating trust for federal income tax purposes, no ruling has been requested from the Internal Revenue Service concerning the tax status of the Liquidating Trust as a grantor trust. Accordingly, there can be no assurance that the Internal Revenue Service would not take a contrary position to the classification of the Liquidating Trust as a grantor trust. If the Internal Revenue Service were to successfully challenge such classification, the federal income tax consequences to the Liquidating Trust and the Beneficiaries thereof could materially vary from those discussed herein.

The Liquidating Trustee shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the Liquidating Trust. All Liquidating Trust Assets held by the Liquidating Trust on the Effective Date shall be deemed for federal income tax purposes to have been distributed by the Debtor on a Pro Rata basis to Holders of Allowed General Unsecured Claims, and then contributed by such Holders to the Liquidating Trust in exchange for the Liquidating Trust Interests. Thus, such Holders (and any subsequent holders of interests in the Liquidating Trust) will be treated as the direct owners of an undivided beneficial interest in the assets of the Liquidating Trust for all federal income tax purposes. Accordingly, each Holder of Liquidating Trust Interests will be required to report on its federal income tax return(s) the Holder's allocable share of all income, gain, loss, deduction or credit recognized or incurred by the Liquidating Trust.

The Liquidating Trustee shall be responsible for filing all federal, state, and local tax returns for the Liquidating Trust and for the Debtor. The Liquidating Trust shall comply with all withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all Distributions made by the Liquidating Trust shall be subject to any such withholding and reporting requirements. The Liquidating 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, Liquidating Trust Beneficiaries complete the appropriate IRS Form W-8 or IRS Form W-9, as applicable to each Liquidating Trust Beneficiary. Notwithstanding any other provision of the Amended Plan, (a) each Liquidating Trust Beneficiary that is to receive a Distribution from the Liquidating 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 Liquidating Trust Beneficiary under the Amended Plan unless and until such

Liquidating Trust Beneficiary has made arrangements satisfactory to the Liquidating Trustee to allow it to comply with its tax withholding and reporting requirements. Any property to be distributed by the Liquidating Trust or the Liquidating Trustee, as applicable, shall, pending the implementation of such arrangements, be treated as an undeliverable Distribution to be held by the Liquidating Trust or the Liquidating Trustee, as applicable, until such time as the Liquidating Trust or the Liquidating Trustee, as applicable, is satisfied with the Liquidating Trust Beneficiary's arrangements for any withholding tax obligations.

F. Information Reporting and Back-Up Withholding

Information reporting requirements may apply to payments under the Amended Plan. Additionally, under the backup withholding rules, a Holder of a Claim may be subject to backup withholding (currently at a rate of 24%) with respect to payments made pursuant to the Amended Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder, in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption)). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided that the required information is timely provided to the IRS.

The Debtor, or the applicable agent, will withhold all amounts required by law to be withheld from payments of interest and comply with all applicable information reporting requirements.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE AMENDED PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AGAINST THE DEBTOR SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTION CONTEMPLATED BY THE AMENDED PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

ARTICLE IX. MEANS FOR IMPLEMENTATION OF THE AMENDED PLAN

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

A. The Carsons Settlement

The Amended Plan embodies a settlement (the “Carsons Settlement”) substantially consistent with that certain *Amended Settlement Term Sheet* attached hereto as **Exhibit B** by and among the Debtor, the Committee, Northern Trust, and the Carsons to resolve alleged claims by the Debtor against ATG and the Carsons (and their affiliates), as well as claims asserted by the Carsons (and their affiliates) against the Debtors in Proofs of Claim Nos. 10192 and 10193. Pursuant to the Carsons Settlement:

- 1) The Carsons may, but are not required to, cause the sale, on or before the Effective Date, of substantially all of the assets of ATG (or their direct or indirect equity interests therein) to an unrelated third-party for consideration that includes the ATG Payment in full and final satisfaction of the ATG Receivable.
- 2) The Carsons will execute an amendment to their existing forbearance agreement with Northern Trust (the “Carsons Amended Forbearance Agreement”) pursuant to which they will confirm their obligation to satisfy the Northern Trust Remaining Claim on or before January 31, 2024 (or such later date as agreed to between the Carsons and Northern Trust), with such obligation continuing to be secured by Northern Trust’s liens against non-Debtor assets owned directly or indirectly by the Carsons. In consideration therefor and inclusion as a Released Party, Northern Trust has agreed (a) to accept from the Debtor, in full and final satisfaction of the Debtor’s obligations in respect of the Northern Trust Secured Claim, \$1.5 million less than the amount thereof; and (b) to release its liens on and security interest against the Collateral.
- 3) The Carsons will make the Carsons Cash Payment on the earlier of (a) the date that is twelve (12) months after the Effective Date; or (b) the date that is five (5) business days after receipt by Agrinzonis of the Agrinzonis Proceeds.
- 4) The Carsons will pay to the Liquidating Trust \$4 million minus actual net cash received by the Debtor or Liquidating Trust on the Government Claim (the “Carsons Backstop Payment”), payable (to the extent the foregoing calculation yields a positive number) on the later of (a) the final liquidation (including through administrative and judicial channels) and payment of the Government Claim; or (b) the earlier of (i) the date that is twenty-four (24) months after the Effective Date or (ii) the date that is five (5) business days after receipt by Agrinzonis of the Agrinzonis Proceeds; *provided, however*, that the Carsons shall use reasonable efforts to further the sale of substantially all of the assets or substantially all of the equity interests in Lite Coms as expeditiously as possible.
- 5) To secure its obligations to make the Carsons Cash Payment and the Carsons Backstop Payment (if any is due), Alyssa Carson shall enter into a security agreement (the “Agrinzonis Security Agreement”) granting a security interest in the equity interests in Agrinzonis to the Liquidating Trust (or, if consented to by the Committee and deemed desirable, in the proceeds of the equity interests in Agrinzonis), subordinate to the senior security interest therein of Northern Trust

securing the Remaining Northern Trust Debt (pursuant to the terms of an intercreditor agreement between Northern Trust and the Liquidating Trust (the “Northern Trust/Liquidating Trust Intercreditor Agreement”). Further, Alyssa Carson agrees that she will not make any further pledge of the interests in Agrinzonis, and that Agrinzonis will not incur any further indebtedness or make any pledge of its interests in Lite Coms, for so long as the obligations to Northern Trust and the Liquidating Trust shall remain outstanding under the terms of the Settlement.

- 6) The Carsons shall have the right to participate in the prosecution and/or settlement of the Government Claim. The Debtor (or the Liquidating Trustee, as applicable) shall not agree to any settlement, nor shall it forego any available judicial or administrative review, of the Government Claim without the prior written approval of the Carsons (which approval shall not be unreasonably withheld, conditioned, or delayed). The Bankruptcy Court shall retain jurisdiction to determine if such approval is being unreasonably withheld, conditioned, or delayed. Any such action shall be by motion practice, and not by adversary proceeding.

B. Corporate Transactions

On the Effective Date, the Debtor or the Liquidating Trustee shall enter into any transaction and shall take any actions as may be necessary or appropriate to effect the transactions described herein, including, as applicable, one or more mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dispositions, dissolutions, transfers, liquidations, spinoffs, purchases, or other corporate transactions (collectively, the “Corporate Transactions”). The actions to implement the Corporate Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, amalgamation, arrangement, continuance, restructuring, conversion, disposition, dissolution, transfer, liquidation, spinoff, sale, or purchase containing terms that are consistent with the terms of the Amended Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Amended Plan and having other terms for which the applicable Entities agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, formation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (4) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Amended Plan.

C. Sources of Consideration for Plan Distributions

The Debtor’s Cash on hand and the Liquidating Trust Assets shall be used to fund the distributions to Holders of Allowed Claims against the Debtor in accordance with the treatment of such Claims provided pursuant to the Amended Plan and subject to the terms provided herein.

D. The Liquidating Trust

As further described in Article X hereof, on the Effective Date, the Debtor and the Liquidating Trustee shall sign the Liquidating Trust Agreement and take all other steps necessary to establish the Liquidating Trust. On the Effective Date, and in accordance with and pursuant to the terms of the Amended Plan, the Debtor will transfer to the Liquidating Trust all of their rights, title, and interests in the Liquidating Trust Assets. The Liquidating Trustee shall accept all Liquidating Trust Assets on behalf of the Liquidating Trust Beneficiaries, and be authorized to obtain, collect, seek the turnover of, liquidate, and collect all of the Liquidating Trust Assets not in its possession or control. The Liquidating Trust will then be created and effective without any further action by the Court or any Person or Entity as of the Effective Date.

E. Corporate Action

1. Continued Corporate Existence

From and after entry of the Confirmation Order, the Debtor shall continue to exist for the limited purposes of disposing of the assets of the Debtor's Estate, to the extent necessary, and complying with and fulfilling its obligations under the Liquidating Trust Agreement and the Amended Plan until its dissolution as provided herein. The organizational documents of the Debtor shall be amended as necessary to satisfy the provisions of the Amended Plan and the Bankruptcy Code and shall include, among other things, pursuant to Bankruptcy Code section 1123(a)(6), a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by Bankruptcy Code section 1123(a)(6).

On and after the Effective Date, the Debtor (a) shall be deemed to have withdrawn its business operations from any state in which it was previously conducting, or is registered or licensed to conduct, its business operations, and shall not be required to File any document, pay any sum or take any other action in order to effectuate such withdrawal; and (b) shall not be liable in any manner to any taxing or other authority for franchise, business, license or similar taxes accruing on or after the Effective Date.

2. Dissolution of the Debtor

As soon as practicable after the Liquidating Trust exhausts the assets of the Debtor's Estate by making the final Distribution under the Amended Plan and the Liquidating Trust Agreement and has complied with and fulfilled its obligations under the Amended Plan, the Liquidating Trustee shall, (a) destroy the Books and Records, as authorized by Confirmation Order; (b) File a certification stating that the Assets of the Debtor's Estate have been exhausted and final Distributions have been made under the Amended Plan; and (c) File the necessary paperwork to effectuate the dissolution of the Liquidating Debtor in accordance with the laws of Georgia. Upon the Filing of the certificate described in section (b) of the preceding sentence, the Liquidating Debtor shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Liquidating Debtor or payments to be made in connection therewith and without the need for filing a notice or motion with the Court.

The Liquidating Trust shall be authorized to pay and shall be responsible for any and all costs and expenses in connection with (a) the winding-up of the affairs of the Liquidating Debtor,

including the costs and expense of preparing and filing any final tax return(s), and (b) the dissolution of the Debtor pursuant to the applicable laws of the state of Georgia, including the costs and expenses of preparing and filing necessary certificates, paperwork or documentation. For the avoidance of doubt, the Confirmation Order shall be deemed the appropriate and sufficient authorization, under and for purposes of the applicable laws of the state of Georgia, for the Liquidating Trust and Liquidating Trustee, as applicable, to dissolve the Liquidating Debtor and make, execute, acknowledge and file a certificate of dissolution of the Debtor with the Secretary of State of the State of Georgia.

3. Cancellation of Old Securities and Agreements

Except as otherwise provided in the First Amended Combined Disclosure Statement and Plan, and in any contract, instrument, or other agreement or document created in connection with the First Amended Combined Disclosure Statement and Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to Article XI hereof, any promissory notes, share certificates, whether for preferred or common stock (including treasury stock), other instruments evidencing any Claims or Interests, other than a Claim that is being Reinstated and rendered Unimpaired, and all options, warrants, calls, rights, puts, awards, commitments or any other agreements of any character to acquire such Interests shall be deemed canceled and of no further force and effect, without any further act or action under any applicable agreement, law, regulation, order or rule, and the obligations of the Debtor under the notes, share certificates, and other agreements and instruments governing such Claims and Interests shall be discharged. The holders of or parties to such canceled notes, share certificates and other agreements and instruments shall have no rights arising from or relating to such notes, share certificates and other agreements and instruments or the cancellation thereof, except the rights provided pursuant to the Amended Plan.

4. No Further Action

On the Effective Date, all matters and actions provided for under the First Amended Combined Disclosure Statement and Plan that would otherwise require approval of the directors and officers, or members, managers, or shareholders 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 the directors and officers, members, managers, or shareholders of the Debtor.

5. Effectuating Documents

The Debtor, the CLO, the Liquidating Debtor, and the Liquidating Trustee acting pursuant to the terms and conditions of the Liquidating Trust Agreement, as applicable, shall be authorized to execute, deliver, file, or record such documents, instruments, releases, and other agreements and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Amended Plan.

F. Books and Records

On or before the Effective Date, the Debtor shall transfer its Books and Records to the Liquidating Trust. The Liquidating Trustee shall be free, in its discretion, to abandon, destroy, or

otherwise dispose of the books and records in compliance with applicable non-bankruptcy law at any time on and after the Effective Date, without the need for any other or further Court Order.

G. Dissolution of the Committee

The Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code section 1103 and shall perform such other duties as it may have been assigned by the Court prior to the Effective Date. 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, (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, (iii) any motions or motions for other actions seeking enforcement of implementation of the provisions of the Amended Plan, and (iv) prosecuting or participating in any appeal of the Confirmation Order or any request for reconsideration thereof.

H. Accounts and Reserves

1. Liquidating Trust Account

On or prior to the Effective Date, the Liquidating Trust Account will be established and maintained in one or more federally insured domestic banks in the name of the Liquidating Trust. Cash deposited in the Liquidating Trust Account will be invested, held and used solely as provided in the Liquidating Trust Agreement. The Liquidating Trustee is authorized to establish additional Liquidating Trust Accounts after the Effective Date, consistent with the terms of the Liquidating Trust Agreement.

After the funding of the Liquidating Trust Account on the Effective Date, the Liquidating Trust Account will be funded, as applicable, by Cash proceeds obtained through prosecution or settlement of the Liquidating Trust Claims or by the disposition of the Liquidating Trust Assets.

Upon obtaining an order of the Court authorizing final Distribution and/or closure of the Debtor's Chapter 11 Case, any funds remaining in the Liquidating Trust Account shall be distributed in accordance with the Amended Plan and the applicable Liquidating Trust Agreement, and the Liquidating Trust Account may be closed.

2. Professional Fee Reserve

As soon as practicable after Confirmation and not later than the Effective Date, the Debtor shall transfer to the Liquidating Trust Cash in the Amount of the Professional Fee Estimate, which Cash shall be used by the Liquidating Trustee to fund the Professional Fee Reserve. The Professional Fee Reserve shall be maintained in trust for the Professionals and shall be used to pay the Allowed Professional Fee Claims. Such funds shall not be considered property of the Debtor's Estate or Liquidating Trust Assets. The amount of Allowed Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Reserve within two business days after such Professional Fee Claims are Allowed. Once payments

on account of such Allowed Professional Fee Claims have been made in full, any such excess Cash remaining in the Professional Fee Reserve shall be considered Liquidating Trust Assets available for Distribution by the Liquidating Trustee in accordance with the terms of the Amended Plan. For the avoidance of doubt, (a) to the extent that the Professional Fee Reserve is not sufficient to satisfy in full all Allowed Professional Fee Claims, such Allowed Claims shall nevertheless be paid in full in Cash from other available Cash prior to making any Distributions to the Holders of Allowed Claims and (b) any fees and expenses incurred by Professionals in connection with preparing Final Fee Applications shall be paid from the Professional Fee Reserve or, if exhausted, from other available Cash prior to making any Distributions to the Holders of Allowed Claims.

The Liquidating Trustee shall segregate and shall not commingle the Cash held in the Professional Fee Reserve and shall pay each Professional Fee Claim of a Professional employed by the Debtor or the Committee on or as soon as reasonably practicable after the date such Claim becomes an Allowed Claim, upon entry of a Final Order allowing such Claim. After all Professional Fee Claims are Allowed or Disallowed and the Allowed amounts of such Claims are paid by the Liquidating Trust, any remaining Cash in the Professional Fee Reserve shall become a Liquidating Trust Asset. Only Professionals employed in the Chapter 11 Case by the Debtor or the Committee shall be entitled to payment from the Professional Fee Reserve.

The Professionals employed by the Debtor and the Committee, as applicable, shall be entitled to reasonable compensation and reimbursement of actual, necessary expenses for post-Effective Date activities, including the preparation, filing and prosecution of Final Fee Applications, from the Professional Fee Reserve; *provided that* that the Professionals employed by the Committee shall only be entitled to such fees and expenses related to Final Fee Applications. Any time or expenses incurred in the preparation, filing and prosecution of Final Fee Applications shall be disclosed by each Professional in its Final Fee Application and shall be subject to approval of the Court. The Liquidating Trustee shall be authorized and directed to act or refrain from acting on the representations of the Professionals with respect to any payments made from the Professional Fee Reserve which are consistent with the Debtor's Books and Records and shall not be held liable for acting or refraining to act pursuant to any such representations.

3. Administrative Expense Claims Reserve

On or before the Effective Date, the Debtor shall transfer to the Liquidating Trust Cash in the Amount of the Administrative and Priority Claims Estimate, which Cash shall be used by the Liquidating Trustee to fund the Administrative Expense Claims Reserve. The Cash so transferred shall not be used for any purpose other than to pay Allowed Administrative Expense Claims (except Professional Fee Claims, which shall be paid from the Professional Fee Reserve) and Allowed Priority Claims.

The Liquidating Trustee shall segregate and shall not commingle the Cash held in the Administrative Expense Claims Reserve and shall pay each Administrative Expense Claim (except Professional Fee Claims, which shall be paid from the Professional Fee Reserve) and Priority Claim on or as soon as reasonably practicable after the date such Claim becomes an Allowed Claim. After all Administrative Expense Claims (except Professional Fee Claims) and Priority Claims are Allowed or Disallowed and the Allowed amounts of such Claims are paid by the

Liquidating Trust, any remaining Cash in the Administrative Expense Claims Reserve shall become a Liquidating Trust Asset.

4. Other Reserves

The Liquidating Trust shall establish and administer any other necessary reserves that may be required under the Amended Plan or Liquidating Trust Agreement, including the Disputed Claims Reserve.

I. Exemption from Certain Transfer Taxes

Pursuant to Bankruptcy Code section 1146(a), any transfers of property pursuant hereto shall not be subject to any stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, personal property tax, sales tax, use tax, privilege tax, or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate federal, state or local government officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, lien or other security interest; (2) the assuming and assigning any contract, lease or sublease; (3) any transaction authorized by this Plan; (4) any sale of an Asset by the Liquidating Trustee in furtherance of the Amended Plan, including but not limited to any sale of personal or real property and (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with this Plan.

J. No Revesting of Assets in Debtor

The property of the Debtor's Estate shall not be vested in the Debtor on or following the Effective Date, but shall be vested in the Liquidating Trust to be administered by the Liquidating Trustee and continue to be subject to the jurisdiction of the Court following confirmation of the Amended Plan until such property is distributed to Holders of Allowed Claims in accordance with the provisions of the Amended Plan, the Liquidating Trust Agreement, and the Confirmation Order.

K. Applicability of Bankruptcy Code Sections 1145 and 1125(e)

Under Bankruptcy Code section 1145, the issuance of any securities under the Amended Plan (if applicable) shall be exempt from registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities. If the Liquidating Trustee determines, with the advice of counsel, that the Liquidating Trust is required to comply with the registration and reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, in connection with the distribution of any securities, then the Liquidating Trustee shall take any and all actions to comply with such reporting requirements and file necessary periodic reports with the SEC.

L. Preservation of Causes of Action

In accordance with Bankruptcy Code section 1123(b), the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, the Liquidating Trust Claims, which include all Causes of Action not otherwise released under the Amended Plan, and the Liquidating Trust's rights to commence, prosecute, or settle such Liquidating Trust Claims shall be preserved notwithstanding the occurrence of the Effective Date or the dissolution of the Liquidating Debtor. The Liquidating Trust may pursue such Liquidating Trust Claims, as appropriate, in accordance with the best interests of the Liquidating Trust Beneficiaries. No Person or Entity may rely on the absence of a specific reference in the First Amended Combined Disclosure Statement and Plan to any Liquidating Trust Claims against them as any indication that the Liquidating Trust shall not pursue any and all available Liquidating Trust Claims against them. Unless any Liquidating Trust Claims are expressly waived, relinquished, exculpated, released, compromised, or settled in the First Amended Combined Disclosure Statement and Plan or other Court Order, the Liquidating Trust expressly reserves all such Liquidating Trust Claims for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppels (judicial, equitable, or otherwise), or laches, shall apply to such Liquidating Trust Claims as a consequence of the Confirmation or Consummation.

**ARTICLE X.
PROVISIONS REGARDING THE LIQUIDATING TRUST**

A. Establishment and Administration of the Liquidating Trust

On the Effective Date, the Debtor and the Liquidating Trustee shall sign the Liquidating Trust Agreement and, in its capacity, the Liquidating Trustee shall accept all Liquidating Trust Assets on behalf of the Liquidating Trust Beneficiaries, and be authorized to obtain, collect, seek the turnover of, liquidate, and collect all of the Liquidating Trust Assets not in its possession or control. The Liquidating Trust will then be created and effective without any further action by the Court or any Person or Entity as of the Effective Date.

The Liquidating Trust shall be established for the primary purposes of liquidating the Liquidating Trust Assets and making Distributions in accordance with the Amended Plan and the Liquidating 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 Liquidating Trust.

Upon execution of the Liquidating Trust Agreement, the Liquidating Trustee shall be authorized to take all steps necessary to complete the formation of the Liquidating Trust. The Liquidating Trust shall be administered by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

B. Liquidating Trust Assets

On the Effective Date, and periodically thereafter if additional Liquidating Trust Assets become available, the Debtor or Liquidating Debtor, as applicable, shall transfer and assign to the Liquidating Trust all of its right, title, and interest in and to all of the Liquidating Trust Assets, and

in accordance with Bankruptcy Code section 1141, all such assets shall automatically vest in the Liquidating Trust free and clear of all Claims, Liens, and other interests, subject only to the interests of the Liquidating Trust Beneficiaries in the Liquidating Trust Assets and the Liquidating Trust Expenses, as set forth in the Amended Plan and the Liquidating Trust Agreement. Thereupon, neither the Debtor nor the Liquidating Debtor shall have any interest in or with respect to the Liquidating Trust Assets.

C. Other Funds to be Transferred to the Liquidating Trust

Pursuant to Article IX.H.2 hereof, as soon as practicable after Confirmation and not later than the Effective Date, the Debtor shall transfer Cash in the amount of the Professional Fee Estimate to the extent not covered by the Carve-Out, which Cash shall be used by the Liquidating Trustee to fund the Professional Fee Reserve.

Pursuant to Article IX.H.3 hereof, on or before the Effective Date, the Debtor shall transfer to Cash in the amount of the Administrative and Priority Claims Estimate, which Cash shall be used by the Liquidating Trustee to fund the Administrative Expense Claims Reserve.

D. Liquidating Trust Distributions and Expenses

Distributions from the Liquidating Trust shall be made from the Liquidating Trust Assets in accordance with the Amended Plan and the Liquidating Trust Agreement. Such Distributions shall be made after paying, reserving against, or satisfying, among other things, the operating and administrative expenses of the Liquidating Trust, including but not limited to all costs, expenses, and obligations incurred by the Liquidating Trustee (or professionals who may be employed by the Liquidating Trustee in administering the Liquidating Trust) in carrying out their responsibilities to the Liquidating Trust under the Liquidating Trust Agreement, or in any manner connected, incidental, or related thereto. For the avoidance of doubt, the Liquidating Trust Expenses shall be paid from the Liquidating Trust Assets.

E. Appointment of the Liquidating Trustee

The identity of the Liquidating Trustee shall be disclosed in the Plan Supplement, and must be acceptable to the Committee. The appointment of the Liquidating Trustee shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date. The Liquidating Trustee shall have and perform all of the duties, responsibilities, rights, and obligations set forth in the Amended Plan and Liquidating Trust Agreement.

The Liquidating 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 Court. On the Effective Date, all Liquidating Trust Beneficiaries of the Liquidating Trust shall be deemed to have ratified and become bound by the terms and conditions of the Liquidating Trust Agreement. In the event that the Liquidating Trustee resigns or is removed, terminated, or otherwise unable to serve as Liquidating Trustee, then successors shall be appointed as set forth in the Liquidating Trust

Agreement. Any successor Liquidating Trustee appointed shall be bound by and comply with the terms of the Amended Plan, the Confirmation Order, and the Liquidating Trust Agreement.

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

F. Liquidating Trust Oversight Committee

As set forth in greater detail in the Liquidating Trust Agreement, a three-member committee, drawn from the existing members of the Committee (the "Liquidating Trust Oversight Committee") shall be established on the Effective Date and shall have the right to, among other things, oversee the actions of the Liquidating Trustee, approve settlements and decisions of the Liquidating Trustee, and appoint a replacement trustee in the event the Liquidating Trustee resigns or is removed, terminated, or otherwise unable to serve as Liquidating Trustee. As set forth in greater detail in the Liquidating Trust Agreement, all decisions and actions of the Liquidating Trustee shall be subject to the oversight and approval of the Liquidating Trust Oversight Committee, and the Liquidating Trust Oversight Committee shall have the power to require the Liquidating Trustee to take certain actions (such as to pursue Causes of Action, to object to Claims, and to retain professionals), and to remove the Liquidating Trustee should the Liquidating Trust Oversight Committee deem it to be appropriate.

G. Liquidating Trust Beneficiaries

Holders of General Unsecured Claims entitled to receive Distributions pursuant to the terms of the Amended Plan, whether or not such Claims are Allowed as of the Effective Date, shall be the Liquidating Trust Beneficiaries and shall be bound by the Liquidating Trust Agreement. The interests of the Liquidating Trust Beneficiaries in the Liquidating Trust shall be uncertificated and transferable in accordance with the terms set forth in the Amended Plan and the Liquidating Trust Agreement.

H. Liquidating Trust Interests

On the Effective Date, each Holder of an Allowed General Unsecured Claim shall, by operation of the Amended Plan, receive its Pro Rata share of the Liquidating Trust Interests. Liquidating Trust Interests shall be reserved for Holders of Disputed General Unsecured Claims and issued by the Liquidating Trust to, and held by the Liquidating Trustee in, the Disputed Claims Reserve pending allowance or disallowance of such Claims. No other entity shall have any interest, legal, beneficial or otherwise, in the Liquidating Trust Assets upon the assignment and transfer of such assets to the Liquidating Trust.

The Liquidating Trust Interests shall be uncertificated and shall be nontransferable except upon death of the Holder or by operation of law. Holders of Liquidating Trust Interests, in such capacity, shall have no voting rights with respect to such interests.

As set forth in the Liquidating Trust Agreement, Distributions from the Liquidating Trust on account of Liquidating Trust Interests shall be made from the Liquidating Trust Assets and Liquidating Trust Proceeds after paying, reserving against or satisfying, among other things, the

operating and administrative expenses of the Liquidating Trust, including but not limited to all costs, expenses and obligations incurred by the Liquidating Trustee (or professionals who may be employed by the Liquidating Trustee in administering the Liquidating Trust) in carrying out their responsibilities under the Liquidating Trust Agreement, or in any manner connected, incidental or related thereto.

I. Certain Powers and Duties of the Liquidating Trust and Liquidating Trustee

1. Powers and Duties of the Liquidating Trust

The Liquidating Trustee shall be deemed the Estate's representative in accordance with Bankruptcy Code section 1123 and shall have all the rights and powers set forth in the Liquidating Trust Agreement, including, without limitation, the powers of a trustee under Bankruptcy Code sections 704 and 1106 and Bankruptcy Rule 2004, in addition to any powers granted by law or conferred to it by any other provision of the Amended 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 Liquidating Trustee to act as specifically authorized by any other provision of the Amended Plan, the Liquidating Trust Agreement, and/or any applicable law, and to act in such manner as the Liquidating Trustee may deem necessary or appropriate, including, without limitation, to discharge all obligations assumed by the Liquidating Trustee or provided herein, to conserve and protect the Liquidating Trust and the Liquidating Trust Assets, or to confer on the Liquidating Trust Beneficiaries the benefits intended to be conferred upon them by the Amended Plan.

The powers, rights, and responsibilities of the Liquidating Trustee shall be specified in the Liquidating Trust Agreement and shall include the authority, power, and responsibility, among other things (but in each case, subject to the approval of the Liquidating Trust Oversight Committee), to (a) receive, manage, invest, supervise, and protect Liquidating Trust Assets; (b) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Amended Plan and the Liquidating Trust Agreement; (c) pay taxes or other obligations incurred by the Liquidating Trust and issue to employees or other Persons, and/or file with the appropriate Governmental Units, applicable tax and wage returns and forms; (d) investigate, prosecute, settle, abandon, or compromise any Liquidating Trust Claims; (e) resolve issues involving Claims and Interests in accordance with the Amended Plan, including the power to object to Claims against the Debtor, and to subordinate and recharacterize Claims by objection, motion, or adversary proceeding against the Debtor without any further notice to or action, order or approval by the Court; (f) prosecuting and liquidating the Government Claim and distributing the Government Claim Proceeds; (g) resolving all Disputed Claims and any Claim Objections pending as of the Effective Date; (h) prosecuting any Objections to Claims and Disputed Claims that the Liquidating Trustee deems appropriate and, without Court approval, settle, compromise, withdraw, or resolve in any manner such objections, *provided, however*, that the Liquidating Trustee shall seek Court approval of any settlement over \$500,000; (i) make Distributions from the Liquidating Trust to Holders of Allowed Claims as provided for in the Amended Plan and the Liquidating Trust Agreement; (j) establish and administer any necessary reserves that may be required, including the Disputed Claims Reserve, the Administrative Expense Claims Reserve and the Professional Fee Reserve; (k) employ and compensate counsel or other advisors to assist in the performance of its duties, which counsel may include any counsel who has

represented either the Debtor or the Committee during the pendency of the Chapter 11 Case, *provided, however*, that any such compensation shall be made only out of the Liquidating Trust Assets and Liquidating Trust Proceeds; (l) file all federal, state and local tax returns if necessary; (m) undertake all administrative functions of the Chapter 11 Case, including the payment of U.S. Trustee Fees incurred post-Effective Date with respect to distributions from the Liquidating Trust and the ultimate closing of the Chapter 11 Case and dissolution of the Debtor; and (n) take such other action as may be vested in or assumed by the Liquidating Trustee consistent with the Amended Plan, the Liquidating Trust Agreement, and any applicable Orders of the Court, or as may be necessary and proper to carry out the provisions of the Amended Plan. The Liquidating Trust Agreement may establish certain powers, duties, and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authorities do not affect the status of the Liquidating Trust as a liquidating trust for United States federal income tax purposes.

The Liquidating Trustee has full authority to take any steps necessary to administer the Liquidating Trust Agreement, including without limitation, the duty and obligation to liquidate Liquidating Trust Assets, to make Distributions therefrom in accordance with the provisions of the Amended Plan and to pursue, settle or abandon any Liquidating Trust Claims, all in accordance with the Liquidating Trust Agreement.

2. Books and Records

On the Effective Date, the Liquidating Trust shall: (a) take possession of all books, records, and files of the Debtor and the Estate that relate to the operation and business of the Liquidating Trust; and (b) provide for the retention and storage of such books, records, and files until such time as the Liquidating Trustee determines, in accordance with the Liquidating Trust Agreement, that retention of same is no longer necessary or beneficial.

3. Investments of Cash

The Liquidating Trust may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by Bankruptcy Code section 345 or in other prudent investments, *provided, however*, that such investments are permitted to be made by a Liquidating 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.

4. Term of the Liquidating Trust

The Liquidating Trust will terminate on the earlier of the: (a) final liquidation, administration, and Distribution of the Liquidating Trust Assets in accordance with the terms of the Amended Plan and the Liquidating Trust Agreement, and its full performance of all other duties and functions as set forth in the Amended Plan or the Liquidating Trust Agreement; and (b) the fifth anniversary of the Effective Date. Notwithstanding the foregoing, multiple fixed term extensions can be obtained so long as Court approval is obtained within six months before the expiration of the term of the Liquidating Trust and each extended term provided that any further extension would not adversely affect the status of the Liquidating 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 Amended Plan, (b) the filing by or on behalf of the Liquidating Trust of a certification of dissolution with the Court, and (c) any other action deemed appropriate by the Liquidating Trustee, the Liquidating Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions.

**ARTICLE XI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Distributions on Allowed Claims

Distributions to be made on account of Claims that are Allowed Claims as of the Effective Date or become Allowed Claims thereafter shall be made by the Disbursing Agent pursuant to the terms and conditions of the Amended Plan and the Liquidating Trust Agreement. Notwithstanding any other provision of the Amended Plan to the contrary, no Distribution shall be made on account of any Allowed Claim or portion thereof that (1) has been satisfied after the Petition Date; (2) is listed in the Schedules as contingent, unliquidated, disputed or in a zero amount, and for which a Proof of Claim has not been timely Filed; or (3) is evidenced by a Proof of Claim that has been amended by a subsequently Filed Proof of Claim.

B. Disbursing Agent

The Disbursing Agent shall make all Distributions required under the Amended Plan, subject to the terms and provisions of the Amended Plan and the Liquidating Trust Agreement. If the Disbursing Agent is an independent third party designated to serve in such capacity, such Disbursing Agent shall receive, without further Court approval, reasonable compensation from the Liquidating Trust for distribution services rendered pursuant to the Amended Plan and reimbursement of reasonable out-of-pocket expenses. No Disbursing Agent shall be required to give any bond or surety or other security for the performance of its duties. The Disbursing Agent shall be authorized and directed to rely upon the Debtor's Books and Records and the Liquidating Trust's representatives and professionals in determining Allowed Claims entitled to Distributions under the Amended Plan in accordance with the terms and conditions of the Amended Plan.

C. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Distributions to Holders of Allowed Claims shall be made by the Disbursing Agent (i) at the addresses set forth on the Proofs of Claim Filed by such Holders (or at the last known addresses of such Holders if no Proof of Claim is Filed or if the Debtor has been notified of a change of address), (ii) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related Proof of Claim, after sufficient evidence of such addresses as may be requested by the Disbursing Agent is provided, (iii) at the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Disbursing Agent has not received a written notice of a change of address, (iv) at the addresses set forth in the other records of the Debtor or the Disbursing Agent at the time of the Distribution, or (v) in the case of the Holder of a Claim that is governed by an agreement and is administered by an agent or servicer, at the addresses contained in the official records of such agent or servicer.

In making Distributions under the Amended Plan, the Disbursing Agent may rely upon the accuracy of the claims register maintained by the Claims and Noticing Agent in the Chapter 11 Case, as modified by any Final Order of the Court disallowing Claims in whole or in part.

2. Undeliverable Distributions

If a Distribution to any Holder of an Allowed Claim is returned to the Disbursing Agent as undeliverable or is otherwise unclaimed, no further Distributions shall be made to such Holder unless and until the Disbursing Agent is notified in writing of such Holder's then-current address and such Holder provides sufficient evidence of such address as may be requested by the Disbursing Agent, at which time all missed Distributions shall be made to such Holder without interest, subject to the time limitations set forth below. Undeliverable Distributions shall remain in the possession of the Liquidating Trustee until the earlier of (i) such time as a Distribution becomes deliverable or (ii) such undeliverable Distribution becomes an Unclaimed Distribution. Nothing contained in the First Amended Combined Disclosure Statement and Plan or the Liquidating Trust Agreement shall require the Debtor, the Liquidating Trust, the Liquidating Trustee, or any Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

3. Unclaimed Distributions

Any Cash or other property to be distributed under the Amended Plan shall revert to the Liquidating Trustee and/or the Liquidating 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, the Distribution made to such Entity shall be deemed to be reduced to zero.

In the case of undeliverable or unclaimed Distributions on account of Administrative Expense Claims, Priority Tax Claims or Priority Non-Tax Claims, any Cash otherwise reserved for undeliverable or unclaimed Distributions shall revert to the Administrative Expense Claims Reserve. In the case of undeliverable or unclaimed Distributions on account of Liquidating Trust Interests, any Cash otherwise reserved for undeliverable or unclaimed Distributions shall revert to the Liquidating Trust, and all title to and all beneficial interests in the Liquidating Trust Assets represented by any such undeliverable Distributions shall revert to and/or remain in the Liquidating Trust and shall be distributed in accordance with the Liquidating Trust Agreement and the Amended Plan. The reversion of such Cash to the Administrative Expense Claims Reserve or the Liquidating Trust, as applicable, shall be free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary and shall be treated in accordance with the terms of the Amended Plan and the Liquidating Trust Agreement.

Any Holder of an Allowed Claim that does not assert a Claim pursuant to the Amended Plan for an undeliverable or Unclaimed Distribution within 90 days after the date such Distribution was returned undeliverable shall be deemed to have forfeited its Claim for such undeliverable or Unclaimed Distribution and shall be forever barred and enjoined from asserting any such claim for an undeliverable or Unclaimed Distribution against the Debtor and its Estate, the Liquidating Trustee, the Liquidating Trust, and their respective agents, attorneys, representatives, employees or independent contractors, and/or any of its or their property.

If there is any residual unclaimed property at the time of dissolution of the Liquidating Trust, such residual unclaimed property shall be available for a subsequent Distribution on a Pro Rata basis to other Liquidating Trust Beneficiaries or donated to a charitable organization at the sole discretion of the Liquidating Trust or the Liquidating Trustee, as applicable.

D. Timing of Distributions

Unless otherwise provided herein, on each Distribution Date, each Liquidating Trust Beneficiary shall receive such Distributions in accordance with Article X hereof. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. The Liquidating Trustee shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Effective Date.

E. Means of Cash Payment

Cash payments made pursuant to the Amended Plan shall be in U.S. dollars and shall be made at the option and in the sole discretion of the Disbursing Agent by (i) checks drawn on or (ii) wire transfers from a domestic bank selected by the Disbursing Agent. In the case of foreign creditors, Cash payments may be made, at the option of the Disbursing Agent, in such funds and by such means as are necessary or customary in a particular jurisdiction; *provided* that the Disbursing Agent receives a signed receipt or otherwise verifiable record of any such Cash payment.

F. Interest on Claims

Unless otherwise specifically provided for in the Final Cash Collateral Order, the Amended Plan, or the Confirmation Order, or required by applicable law, postpetition interest shall not accrue or be paid on any Claims, and no Holder shall be entitled to interest accruing on or after the Petition Date on any Claim. Except as otherwise specifically provided for in the Amended Plan, or the Confirmation Order, or required by applicable law, interest shall not accrue or be paid upon any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim.

G. No Creditor to Receive More than Payment in Full

Notwithstanding any other provision hereof, no Liquidating Trust Beneficiary shall receive more than full payment of its applicable Allowed Claim, including any interest, costs or fees that may be payable with respect thereto under or pursuant to the Amended Plan.

H. Withholding and Reporting Requirements

In accordance with Bankruptcy Code section 346 and in connection with the Amended Plan and all Distributions hereunder, the Disbursing Agent shall, to the extent applicable, comply with all withholding and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority. The Disbursing Agent shall be authorized to take any and all actions necessary and appropriate to comply with such requirements.

All Distributions hereunder shall be subject to withholding and reporting requirements. As a condition of making any Distribution under the Amended Plan, each Person and Entity holding an Allowed Claim is required to provide any information necessary in writing, including returning W-9 statements, to effect the necessary information reporting and withholding of applicable taxes with respect to Distributions to be made under the Amended Plan as the Disbursing Agent may request. The Disbursing Agent shall be entitled in its sole discretion to withhold any Distributions to a Holder of an Allowed Claim who fails to provide tax identification or social security information within the timeframe requested in writing by the Disbursing Agent to such Holder of an Allowed Claim, which timeframe shall not be less than 30 days. **The Distribution to any Holder of an Allowed Claim that fails to timely respond to the Disbursing Agent shall be treated as an undeliverable or unclaimed Distribution pursuant to Article XI.C hereof.**

Notwithstanding any other provision of the Amended Plan, each Person and Entity receiving a Distribution pursuant to the Amended Plan shall have sole and exclusive responsibility for the satisfaction and payment of tax obligations on account of any such Distribution.

I. Setoffs

Subject to the terms and conditions of the Liquidating Trust Agreement, the Debtor and/or the Liquidating Trust may, but shall not be required to, set off against any Claim and the payments or other Distributions to be made under the Amended Plan on account of the Claim, claims of any nature whatsoever that the Debtor may have against the Holder thereof, provided that any such right of setoff that is exercised shall be allocated, first, to the principal amount of the related Claim, and thereafter to any interest portion thereof, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor and/or the Liquidating Trust of any such claim that the Debtor may have against such Holder.

J. Procedure for Treating and Resolving Disputed, Contingent, and/or Unliquidated Claims

1. Objection Deadline; Prosecution of Objections

Except as set forth in the Amended Plan with respect to Professional Fee Claims and Administrative Expense Claims, all objections to Claims must be Filed and served on the Holders of such Claims by the Claims Objection Deadline, as the same may be extended by the Court from time to time upon motion and notice by the Liquidating Trustee. If an Objection has not been Filed to a Proof of Claim or the Schedules have not been amended with respect to a Claim that (i) was Scheduled by the Debtor but (ii) was not Scheduled as contingent, unliquidated and/or disputed, by the Claims Objection Deadline, as the same may be extended by order of the Court, the Claim to which the Proof of Claim or Scheduled Claim relates shall be treated as an Allowed Claim if such Claim has not been Allowed earlier. Notice of any motion for an Order extending the Claims Objection Deadline shall be required to be given only to those Persons or Entities that have requested notice in the Chapter 11 Case in accordance with Bankruptcy Rule 2002.

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, on and after the Effective Date, the Liquidating Trustee shall have the authority to: (a) File, withdraw or litigate to judgment Objections to and requests for estimation of Claims; (b) settle or

compromise any Disputed Claim without any further notice to or action, order or approval by the Court; and (c) administer and adjust the Claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Court; *provided, however,* that the Liquidating Trustee shall seek Court approval of any settlement over \$500,000; *provided further* that the objection to and settlement of Professional Fee Claims shall not be subject to this Article XI.J.1, but rather shall be governed by Article IV.C hereof. In the event that any Objection Filed by the Debtor remains pending as of the Effective Date, the Liquidating Trustee shall be deemed substituted for the Debtor, as applicable, as the objecting party.

The Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any Objection to such Claim or during the appeal relating to such Objection. In the event that the Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Amended Plan (including for purposes of Distributions), and the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate Distribution on such Claim.

The Liquidating Trust shall be entitled to assert all of the Debtor's rights, claims, defenses, offsets, rights of recoupment, setoffs, rights of disallowance, subrogation, recharacterization and/or equitable subordination and counter-claims with respect to Claims.

2. No Distributions Pending Allowance

Notwithstanding any other provision of the Amended Plan or the Liquidating Trust Agreement, no payments or Distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim, or some portion thereof, has become an Allowed Claim.

To the extent that a Claim is not a Disputed Claim but is held by a Holder that is or may be liable to the Debtor or the Liquidating Trust on account of a Cause of Action, no payments or Distributions shall be made with respect to all or any portion of such Claim unless and until such Claim and liability have been settled or withdrawn or have been determined by Final Order of the Court, administrative tribunal, or such other court having jurisdiction over the matter.

3. Disputed Claims Reserve

On the Distribution Date, the Liquidating Trust shall withhold on a Pro Rata basis from property that would otherwise be distributed to Holders of Claims entitled to Distributions under the Amended Plan on such date, in a separate Disputed Claims Reserve, such amounts or property as may be necessary to equal one hundred percent (100%) of Distributions to which Holders of such Disputed Claims would be entitled under the Amended Plan if such Disputed Claims were allowed in their Disputed Claim Amount. The Liquidating Trust may request, if necessary, estimation for any Disputed Claim that is contingent or unliquidated, or for which the Liquidating Trust determines to reserve less than the face amount. If the Liquidating Trust elects not to request such an estimation from the Court with respect to a Disputed Claim that is contingent or unliquidated, the Liquidating Trust shall withhold the applicable Disputed Claims Reserve based upon the good faith estimate of the amount of such Claim by the Liquidating Trust. If practicable,

the Liquidating Trust shall invest any Cash that is withheld as the Disputed Claims Reserve in an appropriate manner to ensure the safety of the investment, in accordance with the Liquidating Trust Agreement. Nothing in the Amended Plan or the Liquidating Trust Agreement shall be deemed to entitle the Holder of a Disputed Claim to postpetition interest on such Claim, however.

4. Distributions After Allowance

Payments and Distributions to Holders of Disputed Claims that ultimately become Allowed Claims shall be made in accordance with provisions of the Liquidating Trust Agreement that govern Distributions to Holders of Allowed Claims.

5. De Minimis Interim Distributions

The Liquidating Trust shall not be required to make any interim distributions to Holders of Allowed Claims aggregating less than \$50.00; *provided, however*, that Holders of Allowed Claims shall be entitled to final distributions regardless of their amount. Cash that otherwise would be payable under the Amended Plan to Holders of Liquidating Trust Interests but for this Article XI.J.5 shall remain Liquidating Trust Assets to be used in accordance with the Liquidating Trust Agreement. Cash that otherwise would be payable under the Amended Plan to Holders of Administrative Expense Claims, Priority Tax Claims, and Priority Non-Tax Claims but for this Article XI.J.5 shall remain in the Administrative Expense Claims Reserve.

6. Fractional Dollars

Notwithstanding any other provision of the Amended Plan, the Disbursing Agent shall not be required to make Distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under the Amended Plan would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down.

7. Allocation of Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a Distribution under the Amended Plan is composed of indebtedness and accrued but unpaid interest thereon, such Distribution shall, for all income tax purposes, be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

8. Distribution Record Date

The Disbursing Agent shall have no obligation to recognize the transfer of or sale of any participation in any Allowed Claim that occurs after the close of business on the Distribution Record Date. Instead, the Disbursing Agent shall be entitled to recognize and deal for all purposes under the Amended Plan with only those record Holders stated on the official Claims register or the Debtor's Books and Records, as applicable, as of the close of business on the Distribution Record Date.

**ARTICLE XII.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided in the Amended Plan or in any contract, instrument, release, or other agreement or document entered into in connection with the Amended Plan, each of the Executory Contracts and Unexpired Leases to which the Debtor is a party shall be deemed automatically rejected by the Debtor as of the Effective Date, unless such contract or lease (1) previously has been assumed or rejected by the Debtor; (2) expired or terminated pursuant to its own terms; (3) is the subject of a motion to assume or reject pending before the Court as of the Confirmation Date; (4) is identified in the Plan Supplement as an Executory Contract or Unexpired Lease to be assumed; or (5) is an Insurance Policy; *provided, however*, that nothing contained in the Amended Plan shall constitute an admission by the Debtor that any such contract or lease is an Executory Contract or Unexpired Lease or that the Debtor or its successors and assigns has any liability thereunder; *provided further*, that the Debtor reserve its right, at any time before the Confirmation Date, to assume any Executory Contract or Unexpired Lease that was not already rejected prior to the Confirmation Date. The Confirmation Order shall constitute an order approving such rejection as of the Effective Date.

B. Rejection Bar Date

If the rejection of an Executory Contract or Unexpired Lease pursuant to Article XII.A above gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Debtor or its Estate, the Liquidating Trust, or their respective successors or properties unless a Proof of Claim is Filed with the Claims and Noticing Agent and served on counsel for the Liquidating Trust by the Rejection Bar Date. Any Proofs of Claim not Filed and served by the Rejection Bar Date will be forever barred from assertion against the Debtor and its Estate. Unless otherwise Ordered by the Court, all Claims arising from the rejection of Executory Contracts and Unexpired Leases shall be treated as Class 4 (General Unsecured Claims) under the Amended Plan.

**ARTICLE XIII.
CONDITIONS PRECEDENT TO CONFIRMATION AND
CONSUMMATION OF THE AMENDED PLAN**

A. Conditions Precedent to Confirmation

The following are conditions precedent to confirmation of the Amended Plan, each of which must be satisfied:

1. The Confirmation Order shall be in form and substance reasonably acceptable to the Debtor, the Committee, the Carsons, and Northern Trust.
2. The Confirmation Order shall have been entered by the Court.

B. Conditions Precedent to Effective Date

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived:

1. All conditions precedent to Confirmation of the Amended Plan shall have either been satisfied or waived.
2. The Confirmation Order shall not have been stayed, vacated, or reversed and shall have become a Final Order.
3. The Professional Fee Reserve and the Administrative Expense Claims Reserve shall have been funded in Cash in full.
4. The Liquidating Trust Agreement shall have been executed and the Liquidating Trustee shall have been appointed.
5. The Liquidating Trust shall have been established and the Liquidating Trust Assets shall have been transferred to and vested in the Liquidating Trust free and clear of all Claims and Liens, except as specifically provided in the Amended Plan and the Liquidating Trust Agreement.
6. The ATG Payment shall have been made.
7. The Agrinzonis Security Agreement, the Carsons Amended Forbearance Agreement, and the Northern Trust/Liquidating Trust Intercreditor Agreement shall have been executed and in effect.
8. All actions and all agreements, instruments, or other documents necessary to implement the terms and provisions of the Amended Plan are effected or executed and delivered, as applicable.

C. 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 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 Claim Bar Date, the Professional Fee Claims Bar Date, and the Rejection Bar Date with respect to Executory Contracts or Unexpired Leases rejected pursuant to the Amended Plan.

D. Waiver of Conditions to Effective Date

Each of the conditions to the Effective Date set forth in Article XIII.B hereof may be waived in whole or in part by the Debtor, with the consent of Northern Trust, the Committee, and the Carsons, without any other notice to other parties-in-interest or the Court. The failure to satisfy or waive any condition to the Effective Date may be asserted by the Debtor regardless of the

circumstances giving rise to the failure of such condition to be satisfied. The failure of any party to exercise any of its foregoing rights shall not be deemed a waiver of any of its other rights, and each such right shall be deemed an ongoing right that may be asserted thereby at any time.

E. Consequences of Non-Occurrence of Effective Date

If the Effective Date does not occur by January 31, 2024, then (i) the First Amended Combined Disclosure Statement and Plan shall be null and void in all respects; (ii) any settlement of Claims shall be null and void without further order of the Court; and (iii) the time within which the Debtor may assume and assign or reject all Executory Contracts shall be extended for a period of 30 days after such motion is granted.

**ARTICLE XIV.
EFFECTS OF CONFIRMATION**

A. Compromise and Settlement of Claims and Controversies

Pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019 and in consideration for the classification, Distributions, releases, and other benefits provided pursuant to the First Amended Combined Disclosure Statement and Plan, on the Effective Date, the provisions of the First Amended Combined Disclosure Statement and Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the First Amended Combined Disclosure Statement and Plan or relating to the contractual, legal and subordination rights that a Holder of a Claim or Interest may have with respect to any Claim or Interest, or any Distribution to be made on account of such Claim or Interest, including, without limitation, the Carsons Settlement. The entry of the Confirmation Order shall constitute the Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Court that such compromise or settlement is in the best interests of the Debtor, its Estate and Holders of Claims and Interests and is fair, equitable and reasonable, including, without limitation, the Carsons Settlement.

The Debtor expressly reserves the right (with Court approval, following appropriate notice and opportunity for a hearing) to compromise and settle any and all Claims against it and claims that it may have against other Persons and Entities at any time up to and including the Effective Date. After the Effective Date, such right shall pass to the Liquidating Trust and shall be governed by the terms of the Amended Plan and the Liquidating Trust Agreement.

B. Binding Effect

The First Amended Combined Disclosure Statement and Plan shall be binding upon and inure to the benefit of the Debtor, all present and former Holders of Claims and Interests, whether or not such Holders shall receive or retain any property or interest in property under the First Amended Combined Disclosure Statement and Plan, and their respective successors and assigns, including, but not limited to, the Liquidating Trust and all other parties-in-interest in the Chapter 11 Case.

C. Discharge of the Debtor

Pursuant to Bankruptcy Code section 1141(d)(3), Confirmation shall not discharge Claims against the Debtor; *provided, however*, no Holder of a Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or other Distribution from, or seek recourse against, the Debtor, the Liquidating Trust, or its respective successors, assigns, and/or property, except as expressly provided in the Amended Plan.

D. Releases

1. Debtor Releases

Effective as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, its Estate, and the Debtor's current and former Affiliates, successor, and assigns, including any successor to the Debtor or any Estate representative appointed or selected pursuant to Bankruptcy Code section 1123(b)(3), including the Liquidating Trustee, shall be deemed to forever release, waive, and discharge the Released Parties from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy, liability, action, proceeding, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, or right to payment, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising in law, equity, or otherwise, for any act or omission in connection with, relating to, the Debtor, the Debtor's operations, the ABC Proceeding, the Involuntary Case, the Chapter 11 Case, the De Minimis Asset Sales, or the First Amended Combined Disclosure Statement and Plan, and the administration, formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date; *provided, however*, that, except to the extent such Cause of Action is in any way related to the allegations and claims in the Criminal Proceeding, the foregoing provisions shall not operate to waive or release any Causes of Action resulting from any act or omission that is judicially determined by a Final Order to have constituted actual fraud, bad faith, willful misconduct, or gross negligence of such applicable Released Party; *provided, however*, that nothing in the releases set forth above shall be deemed to release either (a) the Carsons from their obligations arising under the Carsons Settlement, or (b) any securities in any of the aforementioned entities that have been pledged as part of the Carsons Settlement; *provided further* that, notwithstanding anything to the contrary contained herein, in the event that the consideration contemplated by the Carsons Settlement is not received by the Debtor or the Liquidating Trustee as, and when, contemplated under the Plan (which may be extended in writing in the sole and absolute discretion of the Liquidating Trustee), then the releases contemplated herein as to ATG, Agrinzonis, Lite Coms, and each of the Carsons and any entities they own or control shall be null and void.

2. Third Party Releases

Effective as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as provided in Article IX.A herein with respect to the Northern Trust Remaining Claim against the Carsons and certain of their affiliates (and the liens securing such claim), the Releasing Parties shall be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably and forever release, waive, and discharge the Released Parties from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy, liability, action, proceeding, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, or right to payment, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising in law, equity, or otherwise, for any act or omission in connection with, relating to, the Debtor, the Debtor's operations, the ABC Proceeding, the Involuntary Case, the Chapter 11 Case, the De Minimis Asset Sales, or the First Amended Combined Disclosure Statement and Plan, and the administration, formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date; *provided, however*, that, except to the extent such Cause of Action is in any way related to the allegations and claims in the Criminal Proceeding, the foregoing provisions shall not operate to waive or release any third-party claims resulting from any act or omission that is judicially determined by a Final Order to have constituted actual fraud, bad faith, willful misconduct, or gross negligence of such applicable Released Party; *provided further* that nothing in the releases set forth above shall be deemed to release either (a) the Carsons from their obligations arising under the Carsons Settlement, or (b) any securities in any of the aforementioned entities that have been pledged as part of the Carsons Settlement; *provided further* that, notwithstanding anything to the contrary contained herein, in the event that the consideration contemplated by the Carsons Settlement is not received by the Debtor or the Liquidating Trustee as, and when, contemplated under the Plan (which may be extended in writing in the sole and absolute discretion of the Liquidating Trustee), then the releases contemplated herein as to ATG, Agrinzonis, Lite Coms, and each of the Carsons and any entities they own or control shall be null and void.

Notwithstanding anything to the contrary contained herein, (i) neither ADS nor RP Westview, LLC shall be considered a Releasing Party and (ii) the United States of America, its agencies, departments, or agents shall not be considered a Releasing Party and nothing herein shall release the Released Parties or any other non-debtor, from any liability to the United States, including liabilities arising under the Internal Revenue Code, environmental laws, or criminal laws, nor shall anything herein enjoin the United States of America from commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including the Criminal Proceeding) as to the Released Parties or any other non-debtor, or establishing or enforcing any liability to the United States against any

nondebtor for any liability whatsoever. The foregoing sentence shall not diminish the scope of any exculpation to which any party is entitled under 11 U.S.C. § 1125(e).

Subject to compliance with 11 U.S.C. § 553 as to setoff rights arising before the Petition Date, all defenses and rights of setoff or recoupment of the United States against the Debtor or Liquidating Trust are preserved and retained and shall not be enjoined, impaired, prejudiced, discharged, or released against the Debtor or the Liquidating Trust.

E. Exculpation and Limitation of Liability

Except as otherwise specifically provided herein, the Exculpated Parties shall not have or incur, and are hereby released and exculpated from, any liability, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured and whether asserted or assertable directly or derivatively in law or equity, to any Holder of a Claim or an Interest, or any other party-in-interest, or any of their respective members, directors, officers, employees, advisors, attorneys, professionals, agents, partners, stockholders or Affiliates, or any of their respective successors or assigns, for any act or omission in connection with, relating to or arising out of, the Chapter 11 Case, the De Minimis Asset Sales, the formulation, negotiation, or implementation of the First Amended Combined Disclosure Statement and Plan, solicitation of acceptances of the Amended Plan, the pursuit of Confirmation of the Amended Plan, the Confirmation of the Amended Plan, the consummation of the Amended Plan, or the administration of the Amended Plan or the property to be distributed under the Amended Plan, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction), and such parties in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the First Amended Combined Disclosure Statement and Plan.

Notwithstanding any other provision of the First Amended Combined Disclosure Statement and Plan, no Holder of a Claim or an Interest, no other party-in-interest, none of their respective members, directors, officers, employees, advisors, attorneys, professionals, agents, partners, stockholders or Affiliates, and none of their respective successors or assigns, shall have any right of action against the Exculpated Parties for any act or omission in connection with, relating to or arising out of, the Chapter 11 Case, the De Minimis Asset Sales, the formulation, negotiation, or implementation of the First Amended Combined Disclosure Statement and Plan, solicitation of acceptances of the Amended Plan, the pursuit of Confirmation of the Amended Plan, the Confirmation of the Amended Plan, the consummation of the Amended Plan, or the administration of the Amended Plan or the property to be distributed under the Amended Plan, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction). For the avoidance of doubt, nothing contained in this paragraph shall exculpate acts or omissions prior to May 10, 2023 or post-Effective Date.

F. Injunction

Effective as of the Effective Date, all Persons and Entities that hold, have held, or may hold a claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy, action, proceeding, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, or right to payment, or liability of any nature whatsoever, that is released pursuant to this First Amended Combined Disclosure Statement and Plan, shall be permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions (other than actions to enforce any rights or obligations under the First Amended Combined Disclosure Statement and Plan): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum against or affecting the Liquidating Debtor, the Liquidating Trust, or any of its or their respective property; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order against the Liquidating Debtor, the Liquidating Trust, or any of its or their respective property; (iii) creating, perfecting, or in any way enforcing in any manner, directly or indirectly, any encumbrance or lien of any kind against the Liquidating Debtor, the Liquidating Trust, or any of its or their respective property; (iv) asserting any right of setoff, directly or indirectly, against any obligation due to the Liquidating Debtor, the Liquidating Trust, or any of its or their respective property, except with respect to any right of setoff asserted prior to the entry of the Confirmation Order, whether asserted in a Proof of Claim or otherwise, or as otherwise contemplated, impaired, or allowed by the Amended Plan; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the First Amended Combined Disclosure Statement and Plan; and (vi) prosecuting or otherwise asserting (A) any Claim or Interest, including any right, claim, or Cause of Action released pursuant to the Amended Plan, (B) any form of objection to any Claim that is Allowed by the Amended Plan and Confirmation Order, or (C) Avoidance Actions against any Holder of a Claim that is Allowed or any Avoidance Action released by the Amended Plan. Additionally, unless otherwise explicitly stated in the First Amended Combined Disclosure Statement and Plan, in furtherance of the releases granted by the Amended Plan or Confirmation Order, the injunction contemplated by this paragraph shall prohibit the assertion against the Liquidating Trust and the Liquidating Trustee of all Claims or Interests, if any, related to the Debtor.

Confirmation of the Amended Plan shall further have the effect of permanently enjoining all Persons and Entities from obtaining (i) any documents or other materials from current counsel for the Debtor that are in the possession of such counsel as a result of or arising in any way out of its representation of the Debtor, *provided, however*, that the Liquidating Trustee shall be entitled to obtain any such documents or other materials, (ii) any documents or other materials from current counsel for the Committee that are in the possession of such counsel as a result of or arising in any way out of its representation of the Committee, or (iii) Books and Records, *provided, however*, that the Liquidating Trustee shall be entitled to obtain any such Books and Records.

**ARTICLE XV.
RETENTION OF JURISDICTION**

A. Retention of Jurisdiction

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, following the Effective Date, the 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 First Amended Combined Disclosure Statement and Plan are carried out. The Court shall have exclusive jurisdiction of all matters arising out of the Chapter 11 Case and the First Amended Combined Disclosure Statement and Plan pursuant to, and for the purposes of, Bankruptcy Code sections 105(a) and 1142 and for, among other things, the following purposes:

1. To the extent not otherwise determined by the First Amended Combined Disclosure Statement and Plan, to determine (a) the allowance, classification, or priority of Claims upon objection by any party-in-interest entitled to File an objection, or (b) the validity, extent, priority, and nonavoidability of consensual and nonconsensual Liens and other encumbrances against assets of the Estate, the Liquidating Debtor, or the Liquidating Trust;
2. To issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the First Amended Combined Disclosure Statement and Plan or its execution or implementation by any Person or Entity, to construe and to take any other action to enforce and execute the First Amended Combined Disclosure Statement and Plan, the Confirmation Order, or any other order of the Court, to issue such orders as may be necessary for the implementation, execution, performance, and Consummation of the First Amended Combined Disclosure Statement and Plan and all matters referred to herein, and to determine all matters that may be pending before the Court in the Chapter 11 Case on or before the Effective Date with respect to any Person or Entity;
3. To protect the assets or property of the Estate, the Liquidating Debtor, or the Liquidating Trust, including Causes of Action, from claims against, or interference with, such assets or property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning Liens or other encumbrances on any assets of the Estate, the Liquidating Debtor, or the Liquidating Trust;
4. To determine any and all applications for allowance of Professional Fee Claims;
5. To determine any Priority Tax Claims, Priority Non-Tax Claims, or Administrative Expense Claims entitled to priority under Bankruptcy Code section 507(a);
6. To resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;
7. To resolve any dispute arising under or related to the implementation, execution, Consummation, or interpretation of the First Amended Combined Disclosure Statement and Plan and the making of Distributions hereunder;

8. To modify the First Amended Combined Disclosure Statement and Plan under Bankruptcy Code section 1127, remedy any defect, cure any omission, or reconcile any inconsistency in the First Amended Combined Disclosure Statement and Plan or the Confirmation Order so as to carry out their intent and purposes;

9. To issue such orders in aid of consummation of the First Amended Combined Disclosure Statement and Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person or Entity, to the full extent authorized by the Bankruptcy Code;

10. 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;

11. To determine any and all motions related to the rejection, assumption, or assignment of Executory Contracts or Unexpired Leases or determine any issues arising from the deemed rejection of Executory Contracts and Unexpired Leases set forth in Article XII.A hereof;

12. Except as otherwise provided herein, to determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the closing of the Chapter 11 Case, including settlement of the Government Claim and any remands;

13. To enter a final decree closing the Chapter 11 Case;

14. To hear and determine any tax disputes concerning the Debtor and to determine and declare any tax effects under this Plan; *provided, however*, that nothing herein shall be construed to confer jurisdiction upon the Court to make determinations as to federal tax liabilities and federal tax treatment, except as provided under 11 U.S.C. § 505;

15. 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 Chapter 11 Case has been closed);

16. To resolve any disputes concerning whether a Person or Entity had sufficient notice of the Chapter 11 Case, the General Bar Date, the Governmental Bar Date, the Rejection Bar Date, the Amended Schedules Bar Date, the Administrative Expense Claim Bar Date, the Professional Fee Claim Bar Date, and/or the Combined Hearing for the purpose of determining whether a Claim, or Interest is released, satisfied and/or enjoined hereunder or for any other purpose;

17. To ensure that Distributions to Liquidating Trust Beneficiaries are accomplished pursuant to the provisions of the Amended Plan;

18. To hear any disputes and determine any other matters that may arise in connection with or related to the De Minimis Asset Sale Order, or any contract, instrument, release, indenture or other agreement or document created or implemented in connection therewith;

19. To determine any other matters that may arise in connection with or related to the First Amended 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 First Amended Combined Disclosure Statement and Plan; and

20. To hear any other matter not inconsistent with the Bankruptcy Code.

B. Retention of Non-Exclusive Jurisdiction by the Court

Notwithstanding anything else in the First Amended Combined Disclosure Statement and Plan, the Court shall retain non-exclusive jurisdiction over all Liquidating Trust Claims prosecuted by the Liquidating Trust.

C. Alternative Jurisdiction

In the event that the Court is without jurisdiction to resolve any matter, then the District Court or such other administrative tribunal or court of competent jurisdiction shall hear and determine such matter. If the District Court does not have jurisdiction, then the matter may be brought before any court having jurisdiction with regard thereto.

D. Failure of Court to Exercise Jurisdiction

If the Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case, including the matters set forth in Article XV.A hereof, the provisions of Article XV hereof shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XVI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE AMENDED PLAN

A. Modifications and Amendments

Alterations, amendments, or modifications of the First Amended Combined Disclosure Statement and Plan may be proposed in writing by the Debtor, at any time before the Confirmation Date; *provided that* the First Amended Combined Disclosure Statement and Plan, as altered, amended or modified, satisfies the conditions of Bankruptcy Code sections 1122 and 1123, and the Debtor shall have complied with Bankruptcy Code section 1125. Additionally, after the Confirmation Date and prior to substantial consummation of the Amended Plan, the Debtor may, under Bankruptcy Code section 1127(b), institute proceedings in the Court to remedy any defect or omission or reconcile any inconsistencies in the First Amended Combined Disclosure Statement and Plan or the Confirmation Order, and such matters as may be necessary to carry out the purpose and effect of the First Amended Combined Disclosure Statement and Plan so long as such proceedings do not adversely affect the treatment of Holders of Claims under the First Amended Combined Disclosure Statement and Plan; *provided, however,* that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Court.

B. Effect of Confirmation on Modifications

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

C. Revocation or Withdrawal of the Amended Plan

The Debtor reserves the right to revoke or withdraw the Amended Plan before the Confirmation Date. If the Debtor revokes or withdraws the Amended Plan, or if Confirmation or Consummation of the Amended Plan does not occur, then (1) the Amended Plan shall be null and void in all respects, (2) any settlement or compromise embodied in the Amended Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Amended Plan, and any document or agreement executed pursuant to the Amended Plan, shall be deemed null and void, and (3) nothing contained in the Amended Plan, and no acts taken in preparation for consummation of the Amended Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor or any other Person or Entity, (ii) prejudice in any manner the rights of such Debtor or any other Person or Entity, or (iii) constitute an admission of any sort by the Debtor or any other Person or Entity.

**ARTICLE XVII.
MISCELLANEOUS PROVISIONS**

A. Terminations 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, shall remain in full force and effect until the Effective Date.

B. Severability of Provisions

If, prior to Confirmation, any term or provision of the First Amended Combined Disclosure Statement and Plan is held by the Court to be invalid, void, or unenforceable, then the Court, at the request of the Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the First Amended Combined Disclosure Statement and Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the First Amended Combined Disclosure Statement and Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

C. Payment of Statutory Fees

All fees payable through the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid on or as soon as practicable after the Effective Date. The Debtor, prior to the Effective Date, and the Liquidating Trust, from and after the Effective Date, shall pay Statutory Fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930 until the Chapter 11 Case is closed or converted and/or the entry of a final decree. Quarterly fees shall continue to accrue for the Debtor and be timely paid until the Chapter 11 Case is closed, dismissed or converted. In addition, the Liquidating Trust shall File post-confirmation quarterly reports or any pre-confirmation monthly operating reports not Filed as of the Confirmation Hearing in conformance with the U.S. Trustee Guidelines. The U.S. Trustee shall not be required to File a request for payment of its quarterly fees, which shall be deemed an Administrative Expense Claim against the Debtor and its Estate.

D. Service of Documents

All notices, requests and demands to or upon the Debtor, the Liquidating Trust and/or the Liquidating Trustee, as applicable, to be effective shall be in writing and, unless otherwise expressly provided herein, shall be (a) in writing; (b) served by (i) certified mail, return receipt requested, (ii) hand delivery, (iii) overnight delivery service, (iv) first class mail, or (v) facsimile transmission; (c) 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; and (d) addressed as follows:

Entity	Contact Information
<i>Debtor and Liquidating Debtor</i>	Envistacom, L.L.C. c/o GGG Partners, LLC 2870 Peachtree Road, #502 Atlanta, GA 30305 Attn: Katie S. Goodman (kgoodman@gggmgt.com) with a copy to: McDermott Will & Emery LLP 1180 Peachtree Street NE, Suite 3350 Atlanta, GA 30309 Attn: Daniel M. Simon (dsimon@mwe.com)
<i>Northern Trust</i>	The Northern Trust Company 2100 N. Military Trail Boca Raton, FL 33431 Attn: Steven L. Arbogast (sla3@ntrs.com) with a copy to: Foley & Lardner LLP 100 North Tampa Street, Suite 2700 Tampa, FL 33602 Attn: Mark J. Wolfson (mwolfson@foley.com)

Entity	Contact Information
<i>Liquidating Trustee</i>	Katie S. Goodman (kgoodman@gggmgt.com) GGG Partners, LLC 2870 Peachtree Road, #502 Atlanta, GA 30305

E. 2002 Service List

After the Effective Date, any Entities or Persons that want to continue to receive notice in this Chapter 11 Case must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002 no later than thirty days after the Effective Date; *provided, however*, that the U.S. Trustee shall be excused from this requirement and shall remain on the Bankruptcy Rule 2002 service list. To the extent a renewed request is not timely Filed with the Court, the Liquidating Trustee is authorized to limit notice and not include such Entities or Persons on any post-Effective Date Bankruptcy Rule 2002 service list.

F. Filing of Additional Documents

On or before substantial consummation of the Amended Plan, the Debtor shall File with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Amended Plan.

G. Plan Supplement(s)

Exhibits to the First Amended Combined Disclosure Statement and Plan not attached hereto shall be Filed in one or more Plan Supplements by the Plan Supplement Filing Date. Any Plan Supplement (and amendments thereto) Filed by the Debtor shall be deemed an integral part of the Combined Disclosure Statement and Plan and shall be incorporated by reference as if fully set forth herein. Substantially contemporaneously with their Filing, the Plan Supplements may be viewed at the Debtor’ case website (<http://dm.epiq11.com/Envistacom>) or the Court’s website (www.ganb.uscourts.gov). Unless otherwise ordered by the Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the First Amended Combined Disclosure Statement and Plan that does not constitute the Plan Supplement, the Plan Supplement shall control. The documents considered in the Plan Supplement are an integral part of the First Amended Combined Disclosure Statement and Plan and shall be deemed approved by the Court pursuant to the Confirmation Order.

H. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtor will be deemed to have solicited votes on the Amended Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to Bankruptcy Code section 1125(e), the Debtor and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, 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 will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Amended Plan.

I. Closing of Chapter 11 Case

The Liquidating Trustee shall, promptly after the full administration of the Chapter 11 Case, file with the Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Case.

J. No Admissions

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

K. Inconsistency

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

L. Request for Expedited Determination of Taxes

The Debtor, the Liquidating Trust, and the Liquidating Trustee, as applicable, shall have the right to request an expedited determination under Bankruptcy Code section 505(b) 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.

M. Reservation of Rights

Except as expressly set forth herein, the First Amended Combined Disclosure Statement and Plan shall have no force or effect unless the Court shall enter the Confirmation Order. None of the Filing of the First Amended Combined Disclosure Statement and Plan, any statement or provision contained herein, or the taking of any action by the Debtor with respect to the First Amended Combined Disclosure Statement and Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtor, Holders of Claims or Interests before the Effective Date.

[Remainder of page intentionally left blank]

Dated: Atlanta, Georgia
November 9, 2023

ENVISTACOM, L.L.C.
Debtor and Debtor-in-Possession

By: /s/ Katie S. Goodman
Katie S. Goodman
Chief Liquidation Officer

MCDERMOTT WILL & EMERY LLP

By: /s/ Daniel M. Simon
Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Facsimile: (404) 393-5260
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Facsimile: (312) 984-7700
Email: ekeil@mwe.com

Counsel for Debtor and Debtor-in-Possession

EXHIBIT A

Liquidation Analysis

		LOW		HIGH
<u>Projected Chapter 11 Recoveries</u>				
Cash on 9/3/23		\$ 4,788,516		\$ 4,788,516
Less additional payments				
Professional Fees		\$ 480,000		\$ 480,000
Other		\$ 50,000		\$ 50,000
Total		\$ 530,000		\$ 530,000
<hr/>				
Ending cash on 10/30		\$ 4,258,516		\$ 4,258,516
Other recoveries				
Government Claim	\$ 9,300,000	\$ 4,000,000		\$ 8,300,000
From ATG Sale	\$ 1,600,000	\$ 1,600,000		\$ 1,600,000
Non Affiliated Sale	\$ 900,000	\$ 900,000		\$ 900,000
Total Other Recoveries		\$ 6,500,000		\$ 10,800,000
<hr/>				
Total to Distribute		\$ 10,758,516		\$ 15,058,516
Creditors				
Priority Claims		\$ 659,000		\$ 659,000
Northern Trust Claim		\$ 3,885,976		\$ 3,885,976
Unsecured Claims		\$ 43,000,000		\$ 30,500,000

Distribution				
Priority Claims	\$ 659,000	100.00%	\$ 659,000	100.00%
Northern Trust Claim	\$ 3,885,976	100.00%	\$ 3,885,976	100.00%
Unsecured Claims	\$ 6,213,540	14.45%	\$ 10,513,540	34.47%

Projected Chapter 7 Recoveries

As above less			
Expenses		\$ (250,000)	
Statutory Fees		\$ (346,005)	
No deal with Northern Trust		\$ -	
No ATG Sale		\$ (1,600,000)	
No min on Govt Claim		\$ (4,000,000)	
(Retain a small settlement amount of 900k)		\$ -	
Total Reductions in C 7		\$ (6,196,005)	
Distributions in Chapter 7:		\$ 4,562,511	
Secured Claims	\$ 4,562,510.52	91.25%	
Priority Claims	\$ -	0.00%	
Unsecured Claims	\$ -	0.00%	

EXHIBIT B

Settlement Term Sheet

In re Envistacom, LLC
 Case No. 23-52696 (JWC)
Amended Settlement Term Sheet

This amended term sheet (the “*Term Sheet*”)¹ amends and supersedes the term sheet dated September 6, 2023 and sets forth certain material terms of a comprehensive settlement (the “*Settlement*”) in the above-referenced chapter 11 case (the “*Chapter 11 Case*”) among the Official Committee of Unsecured Creditors (the “*Creditors’ Committee*”), Envistacom, LLC (the “*Debtor*”), The Northern Trust Company (“*Northern Trust*”), and Alan and Alyssa Carson (together, the “*Carsons*” and, collectively with the Creditors’ Committee, the Debtor and Northern Trust, the “*Settlement Parties*”) to be implemented through the filing of an Amended Combined Disclosure Statement and Plan of Liquidation (the “*Amended Plan*”) and subsequently obtaining Bankruptcy Court approval therefor in connection with confirmation of the Amended Plan. This Term Sheet does not constitute a commitment, obligation, or agreement to vote in favor of the Amended Plan. All Settlement Parties’ obligations with respect to the Settlement shall be subject to the negotiation and confirmation of the Amended Plan on the terms set forth herein, and the closing of any related transactions implementing the Settlement. Without limiting the foregoing, the solicitation of votes or approvals for an Amended Plan embodying the terms of this Settlement may only be undertaken after the Bankruptcy Court has approved (which approval may be conditional) the disclosure statement contained in the Amended Plan (the “*Disclosure Statement Order*”), which will be transmitted to creditors and other parties in interest in accordance with the procedures established and approved by the Bankruptcy Court.

Settlement Term Sheet	
Settlement Parties	a) The Creditors’ Committee; b) The Debtor; c) Northern Trust; and d) The Carsons.
Means of Implementation	The Debtor shall file the Amended Plan incorporating the terms of this Settlement on or before September 6, 2023, in a form reasonably acceptable to each Settlement Party. Each Settlement Party agrees to support confirmation of the Amended Plan.
Released Parties	The release provisions contained in the Original Plan shall remain unchanged in the Amended Plan, except that Northern Trust (including any and all of its

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtor’s Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 134] (the “*Original Plan*”).

Settlement Term Sheet	
	<p>affiliates, officers, directors, employees, and agents) and the Carsons and their affiliates (including Apothym Technologies Group, LLC (“<i>ATG</i>”), Lite Coms, LLC (“<i>Lite Coms</i>”), and Agrinzonis, LLC (“<i>Agrinzonis</i>”) shall be added as Released Parties in the Amended Plan and shall be included in the release provisions of the Amended Plan; <i>provided, however</i>, that (a) the foregoing shall not constitute a release by Northern Trust of any non-recourse or pledge obligation to Northern Trust by the Carsons, Agrinzonis, the Carson trusts, or any other Carson-affiliated entity except as expressly contained in the Amended Plan or a subsequent amendment to that certain <i>Forbearance Agreement</i> dated February 15, 2023 (as modified, amended, or supplemented, the “<i>Forbearance Agreement</i>”); and (b) Northern Trust will not provide a release of the Carsons until the Northern Trust Remaining Claim (as defined below) is fully and indefeasibly satisfied; <i>provided further</i> that nothing in the releases shall be deemed to release either (a) the Carsons from their obligations arising under the Settlement, or (b) any securities in any of the aforementioned entities that have been pledged as part of the Settlement.</p>
Support of Plan Confirmation	<p>The Settlement Parties agree to:</p> <ul style="list-style-type: none"> a) support, and not oppose, confirmation of the Amended Plan; and b) not file any motion, pleading, objection, discovery demand, request or letter to the Bankruptcy Court (including without limitation a Challenge (as defined in the Final Cash Collateral Order)) in contravention of this Term Sheet or the Amended Plan, nor take or participate in any other action against the Debtor in the Chapter 11 Case that is inconsistent with this Term Sheet or the Amended Plan. <p>The Committee further agrees to:</p> <ul style="list-style-type: none"> a) provide a letter to the Debtor that supports the Amended Plan and recommends that Holders of General Unsecured Claims in Class 4 vote to accept the Amended Plan, which shall be included in the solicitation packages transmitted to creditors with the Amended Plan; and b) for so long as the Debtors are prosecuting confirmation of the Amended Plan (as may be further amended or superseded with the consent of each of the Settlement Parties), suspend any investigation into any potential claims or causes of action that are to be released under the Amended Plan or conveyed to the Liquidating Trust.

Settlement Term Sheet	
Class 3 Northern Trust Secured Claim Treatment	<p>On the Effective Date, the Holder of the Northern Trust Secured Claim shall receive, in full and complete satisfaction of the Debtor’s obligations to Northern Trust, an amount consisting of a principal amount of \$4,916,952.17, <i>plus</i> interest of \$130,907.02 through September 5, 2023 <i>plus</i> per diem interest of \$1,133.6306392 from September 6, 2023 and thereafter <i>plus</i> attorneys’ fees and costs through July 31, 2023 of \$104,069.94, <i>plus</i> additional attorneys’ fees and expenses incurred thereafter, minus \$1,500,000 (the “<u>NT Payment</u>”). For the avoidance of doubt, the Northern Trust Secured Claim shall include reasonable attorney’s fees and interest (at the non-default rate) incurred and accrued through the date of such payment. The remaining \$1,500,000 owed to Northern Trust (plus interest accruing thereon and attorney’s fees incurred after the Effective Date, the “<i>Remaining Northern Trust Debt</i>”) shall be satisfied by the Carsons on or before January 31, 2024. Northern Trust shall retain all liens (other than liens against the Debtor’s assets) to secure payment of the Remaining Northern Trust Debt.</p>
Satisfaction of Debtor’s Claim Against ATG	<p>On the Effective Date, subject to the receipt by Northern Trust of the NT Payment, ATG, either directly or indirectly through the purchaser of the Carsons’ (and other ATG shareholders’) equity interests in ATG, shall pay to the Debtor \$1,600,000 in full and complete satisfaction of any and all claims of the Debtor against ATG.</p>
Payment by the Carsons to the Liquidating Trust	<p>In consideration for the releases received under the Amended Plan, the Carsons shall pay to the Liquidating Trust the following amounts:</p> <ul style="list-style-type: none"> a) \$900,000, payable in cash on the earlier of (i) the date that is twelve (12) months after the Effective Date; or (ii) the date that is five (5) business days after receipt by Agrinzonis of its share of the proceeds of the sale of all or substantially all of the assets of (or equity interests in) Lite Coms (collectively, the “<i>Agrinzonis Proceeds</i>”); and b) \$4,000,000, minus actual net cash received by the Debtor or Liquidating Trust on the Government Claim, payable in cash (to the extent the foregoing calculation yields a positive number) on the later of (i) the final liquidation (including through administrative and judicial channels) and payment of the Government Claim; or (ii) the earlier of (A) the date that is twenty-four (24) months after the Effective Date; or (B) the date that is five (5) business days after receipt by Agrinzonis of its share of the Agrinzonis Proceeds; <i>provided, however</i>, that the Carsons shall use reasonable efforts to further the sale of substantially all of the assets or substantially all of the equity interests in Lite Coms as expeditiously as possible. The Carsons shall have the right to participate in the prosecution and/or

Settlement Term Sheet	
	<p>settlement of the Government Claim. The Debtor (or the Liquidating Trustee, as applicable) shall not agree to any settlement, nor shall it forego any available judicial or administrative review, of the Government Claim without the prior written approval of the Carsons (which approval shall not be unreasonably withheld, conditioned, or delayed). The Bankruptcy Court shall retain jurisdiction to determine if such approval is being unreasonably withheld, conditioned, or delayed. Any such action shall be by motion practice, and not by adversary proceeding.</p> <p>To secure the foregoing payments, Alyssa Carson shall grant a security interest to the Liquidating Trust in the equity interests in Agrinzonis (or, if consented to by the Committee and deemed desirable, in the proceeds of the equity interests in Agrinzonis), subordinate only to the senior security interest therein of Northern Trust securing the Remaining Northern Trust Debt, which shall be provided in the Confirmation Order without any need for further recording. Such security interest shall also be subject to an intercreditor agreement reasonably acceptable to Northern Trust, the Carsons, and the Liquidating Trust regarding subordination, waiver of marshaling, and other customary intercreditor provisions. Further, Alyssa Carson agrees that she will not make any further pledge of the interests in Agrinzonis, and that Agrinzonis will not incur any further indebtedness or make any pledge of its interests in Lite Coms for so long as the obligations to Northern Trust and the Liquidating Trust shall remain outstanding under the terms of the Settlement.</p>
Committee Challenge Period	<p>The Disclosure Statement Order shall contain the following provisions with respect to the Committee’s challenge period (as described in Paragraph 10 of the Final Cash Collateral Order, the “Challenge Period”):</p> <ul style="list-style-type: none"> a) The Challenge Period will be tolled upon entry of the Disclosure Statement Order. b) In the event, and as of the date the Debtor is no longer prosecuting confirmation of the Amended Plan, as may be further amended or superseded with the consent of each of the Settlement Parties (the “Plan Abandonment Date”), the Challenge Period (i) will be deemed, solely with respect to the Committee, to resume as of the Plan Abandonment Date, and (ii) shall be deemed to be extended with respect to the Committee only until the date that is 14 calendar days after the Plan Abandonment Date.

Settlement Term Sheet	
Further Documentation	Prior to the Effective Date, Northern Trust, the Carsons, ATG, and Agrinzonis shall execute any such other and further documentation required to amend that certain <i>Forbearance Agreement</i> dated February 15, 2023, the terms of which shall be acceptable to Northern Trust.
No Other Changes to Original Plan	Except for the Settlement and the other modifications to the Original Plan described herein, or heretofore conveyed to the Debtor by the Committee, and any other changes that are necessary to implement the Settlement, remove any inconsistencies with the initial Plan or, with respect to terms relating to the Settlement, to which all of the Settlement Parties may agree, the provisions of the initial Plan shall be incorporated into and be unaffected by the Amended Plan.

[Remainder of page intentionally left blank; signature pages follow]

Dated: September 12, 2023

SCROGGINS & WILLIAMSON, P.C.

/s/ Matthew W. Levin

Matthew W. Levin
4401 Northside Parkway, Suite 450
Atlanta, GA 30327
Telephone: (404) 893-3880
Email: mlevin@swlawfirm.com

*Counsel to the Official Committee of
Unsecured Creditors*

**KILPATRICK TOWNSEND &
STOCKTON LLP**

/s/ Todd Meyers

Todd Meyers
1100 Peachtree Street NE
Atlanta, GA 30309
Telephone: (404) 815-6482
Facsimile: (404) 541-3307
Email: tmeyers@kilpatricktownsend.com

Counsel to the Carsons

MCDERMOTT WILL & EMERY LLP

/s/ Daniel M. Simon

Daniel M. Simon
1180 Peachtree Street NE, Suite 3350
Atlanta, GA 30309
Telephone: (404) 260-8535
Facsimile: (404) 393-5260
Email: dsimon@mwe.com

*Counsel to the Debtor and Debtor-in-
Possession*

FOLEY & LARDNER LLP

/s/ Mark J. Wolfson

Mark J. Wolfson
100 North Tampa St. #2700
Tampa, FL 33609
Telephone: (813) 225-4119
Email: mwolfson@foley.com

Counsel to The Northern Trust Company

EXHIBIT B

Form of Confirmation Notice

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:)	Chapter 11
)	
ENVISTACOM, LLC, ¹)	Case No. 23-52696-jwc
)	
Debtor.)	Related to Docket Nos. [__]

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING DEBTOR'S SECOND
MODIFIED FIRST AMENDED COMBINED DISCLOSURE STATEMENT
AND CHAPTER 11 PLAN OF LIQUIDATION AND
(II) OCCURRENCE OF EFFECTIVE DATE**

PLEASE TAKE NOTICE that, on November [__], 2023, the Honorable Jeffrey W. Cavender, United States Bankruptcy Judge for the United States Bankruptcy Court for the Northern District of Georgia (the "Court"), entered an order [Docket No. [__]] (the "Confirmation Order"), confirming the *Debtor's Second Modified First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as amended, modified, or supplemented, the "Plan")² of the above captioned debtor and debtor-in-possession (the "Debtor").

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [__], 2023. Each of the conditions precedent to consummation of the Plan enumerated in Article XIII.B of the Plan has been satisfied or waived pursuant to Article XIII.D of the Plan.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Confirmation Order, the release, injunction, and exculpation provisions in Article XIV of the Plan are now in full force and effect.

PLEASE TAKE FURTHER NOTICE that requests for payment of Professional Fee Claims must be filed with the Court and served on the Liquidating Trustee, the requesting Professional, and the U.S. Trustee by [__], 2023, which is the date 45 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that Claims created by the rejection of executory contracts or unexpired leases pursuant to Article XII of the Plan must be filed with the Claims and Noticing Agent and served on the Liquidating Trustee and its counsel no later than 30 days after the Confirmation Date.

¹ The last four digits of Envistacom, L.L.C.'s federal employer identification number are 4836. The service address for Envistacom, L.L.C. is 2870 Peachtree Road, #502, Atlanta, Georgia 30305.

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

PLEASE TAKE FURTHER NOTICE that requests for payment of an Administrative Expense Claim must be filed with the Court and served on the Liquidating Trustee and its counsel no later than 30 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Plan, the Plan Supplement, the Confirmation Order, and any other document filed in this chapter 11 case may be examined by any party-in-interest at the Debtor's case website (<http://dm.epiq11.com/Envistacom>); or at the Bankruptcy Court's website (www.ganb.uscourts.gov) (a PACER account is required). Such documents may also be obtained by written request to Epiq Corporate Restructuring, LLC at Envistacom@epiqglobal.com.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Dated: Atlanta, Georgia
[], 2023

MCDERMOTT WILL & EMERY LLP

/s/ DRAFT
Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Facsimile: (404) 393-5260
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Facsimile: (312) 984-7700
Email: ekeil@mwe.com

Counsel for Debtor and Debtor-in-Possession

United States Bankruptcy Court
Northern District of Georgia

In re:
Envistacom, LLC
Debtor

Case No. 23-52696-jwc
Chapter 11

CERTIFICATE OF NOTICE

District/off: 113E-9
Date Rcvd: Nov 15, 2023

User: bncadmin
Form ID: pdf521

Page 1 of 2
Total Noticed: 5

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 17, 2023:

Recip ID	Recipient Name and Address
db	+ Envistacom, LLC, 2870 Peachtree Road, #502, Atlanta, GA 30305-2918
aty	+ Emily C. Keil, McDermott Will & Emery LLP, 444 West Lake Street, Suite 4000, Chicago, IL 60606-0029
	+ Daniel M. Simon, McDermott Will & Emery LLP, 1180 Peachtree Street NE, Suite 3350, Atlanta, Georgia 30309-3531
	+ Emily Keil, McDermott Will & Emery LLP, 444 West Lake Street, Ste 4000, Chicago, IL 60606-0029

TOTAL: 4

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
^	MEBN	Nov 15 2023 20:27:43	Epiq Corporate Restructuring, LLC, 777 Third Avenue, Third Floor, New York, NY 10017-1401

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 17, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 15, 2023 at the address(es) listed below:

Name	Email Address
Alan J Friedman	on behalf of Creditor Communications & Power Industries LLC afriedman@shulmanbastian.com lgauthier@shulmanbastian.com
Ann Burke Brogan	

District/off: 113E-9
Date Rcvd: Nov 15, 2023

User: bncadmin
Form ID: pdf521

Page 2 of 2
Total Noticed: 5

on behalf of Creditor Atlantic Dive Shop Inc. d/b/a ADS, Inc. ann@brogan.law

Ashley Champion
on behalf of Creditor The Northern Trust Company achampion@polsinelli.com

Ashley A. Edwards
on behalf of Creditor IPFS Corporation ashleyedwards@parkerpoe.com courtneyvolz@parkerpoe.com

Daniel M. Simon
on behalf of Debtor Envistacom LLC dmsimon@mwe.com, dnorthrop@mwe.com

Elizabeth Barger Rose
on behalf of Creditor ColFin 2018-14 Industrial Owner LLC Elizabeth@caiolarose.com,
amber@caiolarose.com;tina@caiolarose.com

Epiq Corporate Restructuring, LLC
sgarabato@epiqsystems.com ecr@ecf.epiqsystems.com

Eric W. Anderson
on behalf of Creditor Action Capital Corporation eanderson@phrd.com

G. Frank Nason, IV
on behalf of Creditor RP Westview LLC fnason@lcnlaw.com, NasonFR86494@notify.bestcase.com;rstuder@lcnlaw.com

Hain Capital Group, LLC
arapoport@haincapital.com

Hal Jordan Leitman
on behalf of Creditor Acumentries Corporation hleitman@rlklawfirm.com
swenger@rlklawfirm.com;yalamin@rlklawfirm.com;R71213@notify.bestcase.com;smith@rlklawfirm.com

Heather D. Brown
on behalf of Creditor Linchpin Solutions Inc. heather@hdbrownlaw.com

Henry F. Sewell, Jr.
on behalf of Creditor Atlantic Dive Shop Inc. d/b/a ADS, Inc. hsewell@sewellfirm.com, hsewell123@yahoo.com

J. Michael Levensgood
on behalf of Creditor AVL Technologies Inc. mlevengood@levengoodlaw.com, MichaelJR68751@notify.bestcase.com

Mark Wolfson
on behalf of Creditor The Northern Trust Company mwolfson@foley.com

Matthew Roberts
on behalf of Creditor Action Capital Corporation mroberts@phrd.com

Matthew W. Levin
on behalf of Creditor MAG DS Corp. mlevin@swlawfirm.com
fharris@swlawfirm.com;centralstation@swlawfirm.com;rwilliamson@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfir
m.com

Matthew W. Levin
on behalf of Creditor Committee Official Committee of Unsecured Creditors of Envistacom LLC mlevin@swlawfirm.com,
fharris@swlawfirm.com;centralstation@swlawfirm.com;rwilliamson@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfir
m.com

Michelle E. Shriro
on behalf of Creditor ColFin 2018-14 Industrial Owner LLC mshriro@singerlevick.com, scotton@singerlevick.com

Office of the United States Trustee
ustpreion21.at.ecf@usdoj.gov

Thomas Dworschak
on behalf of U.S. Trustee Office of the United States Trustee thomas.w.dworschak@usdoj.gov ltctommyd@aol.com

Todd C. Meyers
on behalf of Creditor Alyssa Carson TMeyers@Kilpatricktownsend.com
moroberts@kilpatricktownsend.com;kmoynihhan@kilpatricktownsend.com;jmacdonald@kilpatricktownsend.com

Todd C. Meyers
on behalf of Creditor Alan Carson TMeyers@Kilpatricktownsend.com
moroberts@kilpatricktownsend.com;kmoynihhan@kilpatricktownsend.com;jmacdonald@kilpatricktownsend.com

Vivieon K Jones
on behalf of Creditor United States Of America vivieon.jones@usdoj.gov

William A. Rountree
on behalf of Creditor Acumentries Corporation wroundtree@rlkglaw.com
swenger@rlkglaw.com;6717577420@filings.docketbird.com;R71213@notify.bestcase.com;smith@rlkglaw.com;2836@notices.
nextchapterbk.com;willgeer@ecf.courtdrive.com;emiller@rlkglaw.com;emillerrlkg@ecf.courtdrive.com

TOTAL: 25