EXHIBIT A

Proposed Confirmation Order

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

In re:	)	Chapter 11
BUCKINGHAM SENIOR LIVING COMMUNITY, INC.[1]	)	Case No. 25-80595 (MVL)
Debtor.	)	**Related to Docket Nos. 517, 534, 595, 596, 580, 599, 605, 607, 608, 609, 611**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER APPROVING DISCLOSURE STATEMENT ON FINAL BASIS AND CONFIRMING DEBTOR'S SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION

Buckingham Senior Living Community, Inc., as debtor and debtor in possession in the above-captioned case (the "Debtor") having:

i. commenced the Chapter 11 Case on November 17, 2025 (the "Petition Date") by filing a voluntary petition in the United States Bankruptcy Court for the Northern

[1] The last four digits of the Debtor's federal tax identification number are 7872. The service address for the Debtor is c/o The Wyse Group, 671 Headquarters Plaza, West Tower, Floor 6, Morristown, NJ 07960.

District of Texas, Dallas Division (the "Court") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code");

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 November 18, 2025, the:

a. *Declaration of Michael Wyse in Support of Chapter 11 Petition and First Day Pleadings* [Docket No. 21];

b. *Debtor's Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 19] (the "Cash Collateral Motion"); and

c. *Debtor's Motion for Entry of an Order (I)(A) Approving Bidding Procedures and Bid Protections, (B) Approving the Debtor's Entry Into the Stalking Horse APA, (C) Scheduling Certain Dates and Deadlines, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases; and (II)(A) Authorizing the Sale of the Assets Free and Clear of All Encumbrances and (B) Approving the Assumption and Assignment of the Assumed Contracts, and (III) Granting Related Relief* [Docket No. 22] (the "Sale Motion")

iv. filed, on March 5, 2026, the *Debtor's Motion for Entry of an Order (I) Setting Bar Dates for Filing Proofs of Claim; (II) Approving Form and Manner of Filing Proofs of Claim; (III) Approving the Notices of Bar Dates; and (IV) Granting Related Relief* [Docket No. 294] (the "Claims Bar Date Motion");

v. filed on June 10, 2026, the:

a. *Debtor's Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 437] (the disclosure statement portion thereof, the "Disclosure Statement," and the chapter 11 plan portion thereof, the "Plan," and collectively, as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits thereto, the "Combined Plan and Disclosure Statement")[2]; and

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Combined Plan and Disclosure Statement, as applicable.

b. *Motion of the Debtor for Entry of an Order (A) Approving Disclosures in Combined Plan and Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 438] (the "Interim Approval and Procedures Motion");

vi. filed, on July 7, 2026, the *Debtor's First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 489];

vii. filed, on July 14, 2026, the

a. *Debtor's Modified First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 534];

b. *Notice of (I) Confirmation Hearing with Respect to the Debtor's Combined Disclosure Statement and Chapter 11 Plan of Liquidation and (II) Related Objection Deadline* [Docket No. 536] (the "Confirmation Hearing Notice");

viii. distributed, on or about July 16, 2026, (a) the Combined Plan and Disclosure Statement and related exhibits; (b) the Interim Approval and Procedures Order; (c) solicitation disclaimer from the Committee; and (d) the applicable ballot for voting on the Plan (each, a "Ballot") to Holders of Claims in Classes 2 and 4 who were entitled to vote on the Plan, and the applicable notice of non-voting status and Release Opt-In Form to Holders of Claims in Classes 1 and 3, in accordance with the terms of the Interim 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 Texas (the "Local Rules");

ix. distributed, on or about July 16, 2026, the Confirmation Hearing Notice to all creditors in the Chapter 11 Case;

x. filed, on July 21, 2026, the *Certificate of Service of Solicitation Materials* [Docket No. 559] (the "Solicitation COS");

xi. filed, on July 31, 2026, the *Notice of Filing of Plan Supplement* with respect to the Plan [Docket No. 580] (the "Plan Supplement"); and

xii. filed, on August 18, 2026, the *Declaration of Emily Young, on Behalf of Epiq Corporate Restructuring, LLC, Regarding Solicitation and Tabulation of Ballots Cast in Connection with the Debtor's Modified First Amended Combined*

Disclosure Statement and Chapter 11 Plan [Docket No. 599] (the "Voting Declaration")

xiii. filed, on August 19, 2026, the

a. *Debtor's Second Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 605];

b. *Declaration of Mike Wyse, Board Chair of Buckingham Senior Living Community, Inc., in Support of Final Approval and Confirmation of Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 608];

c. *Declaration of James S. Carr in Support of Plan Confirmation and Debtor's Omnibus Reply to the Objections to Confirmation* [Docket No. 609]; and

d. *Debtor's (I) Memorandum of Law in Support of Confirmation and Final Approval of the Debtor's Combined Disclosure Statement and Chapter 11 Plan of Liquidation and (II) Omnibus Reply to Objections to Confirmation* [Docket No. 611].

The Court having:

i. entered, on November 19, 2025, the *Interim Order (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 50] (the "Interim DIP Order");

ii. entered, on December 29, 2025, *the Final Order (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 180] (the "Final DIP Order" and together with the Interim Cash Collateral Order, the "DIP Orders");

iii. entered, on February 4, 2026, the *Order (I)(A) Approving Bidding Procedures and Bid Protections, (B) Approving the Debtor's Entry Into the Stalking Horse APA, (C) Scheduling Certain Dates and Deadlines, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases; and (II)(A) Authorizing the Sale of the Assets Free and Clear of All Encumbrances and (B) Approving the Assumption and Assignment of the Assumed Contracts, and (III) Granting Related Relief* [Docket No. 266] (the "Sale Order");

iv. entered, on March 27, 2026, the Order *(I) Setting Bar Dates for Filing Proofs of Claim; (II) Approving Form and Manner of Filing Proofs of Claim; (III) Approving*

the Notices of Bar Dates; and (IV) Granting Related Relief [Docket No. 337] (the "Claims Bar Date Order");

v. held, on July 9, 2026, at 1:30 p.m., prevailing Central Time, the hearing for consideration of the Interim Approval and Procedures Motion;

vi. entered, on July 10, 2026, the *Order (A) Approving Disclosures in Combined Plan and Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 517] (the "Interim Approval and Procedures Order");

vii. considered the Disclosure Statement, the Plan, the objections related thereto, the Confirmation Brief, oral representations, arguments, facts and testimony, documents, filings, and evidence presented at or in connection with the Confirmation Hearing held on August 21, 2026 at 9:30 a.m., prevailing Central Time and the entire record of the Chapter 11 Case, as to which the Court takes judicial notice; and

viii. 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 Confirmation 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 Confirmation Hearing and all evidence of record, and for the reasons stated on the record at the Confirmation Hearing, 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 Confirmation 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 Confirmation 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 Confirmation Hearing.

C. Chapter 11 Petition. On November 17, 2025, the Debtor filed its voluntary petition (the "Chapter 11 Case") for relief under chapter 11 of the Bankruptcy Code [Docket No. 1] and a *Notice of Designation as Complex Chapter 11 Bankruptcy Case* [Docket No. 7]. 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 December 3, 2025, the Office of the United States Trustee for Region 6 (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. 102]. No trustee or examiner has been appointed pursuant to Bankruptcy Code section 1104.

D. 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.

E. 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. The Debtor is a proper plan proponent under Bankruptcy Code section 1121(a).

F. 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 Interim 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.

G. Notice. As described in the Voting Declaration and the Solicitation Certificate of Service, as applicable, the Combined Plan and Disclosure Statement and all related exhibits, including the Ballot, the applicable Ballot, the Interim Approval and Procedures Order, and the Confirmation Hearing Notice (collectively, the "Solicitation Packages") were transmitted and served on or about July 16, 2026 to all Holders in the Voting Classes that held a claim against the

Debtor as of July 9, 2026 (the "Voting Record Date"). Holders in the Non-Voting Classes received a notice of non-voting status and a Release Opt-In Form. The establishment and notice of the Voting Record Date were approved by the Interim 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 Interim 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 Confirmation Hearing Notice was served via first-class mail and/or electronic mail on the Debtor's entire creditor matrix on or about July 16, 2026, as reflected in the Solicitation Certificate of Service. Given the foregoing, all parties required to be given notice of the Confirmation 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 the Confirmation Hearing and have 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 Interim 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.

H. Good Faith Solicitation. As described in the Voting Declaration, solicitation of votes on the Plan complied with the solicitation procedures set forth in the Interim 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.

I. Voting. Only Holders of Claims in Classes 2 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 Case and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan. Holders of Claims in Classes 1 and 3 were Unimpaired and not entitled to vote to accept or reject the Plan (collectively, the "Non-Voting Classes"), but were entitled to opt into the Third-Party Release by submitting the applicable Release Opt-In Form. Thus, Holders of Claims in the Non-Voting Classes were conclusively presumed to have accepted the Plan, and were not entitled to vote on the Plan pursuant to Bankruptcy Code sections 1126(f)-(g). The Voting Record Date was July 9, 2026. On August 18, 2026, 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 Interim Approval and Procedures Order, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules,

and applicable non-bankruptcy law. Class 2 (Secured Bondholder Claims) 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.

J. 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 Confirmation 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 Confirmation Hearing.

K. 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 Confirmation Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

L. 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

M. 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 under the Plan is proper under the Bankruptcy Code. In accordance with Bankruptcy

Code section 1122(a), the Claims placed in each Class under the Plan are substantially similar to other Claims, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims created under the Plan, and such classification does not unfairly discriminate between Holders of Claims. 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. 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 (Other Priority Claims) and Class 3 (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 2 (Secured Bondholder Claims) and Class 4 (General Unsecured Claims) as Impaired within the meaning of Bankruptcy Code section 1124 and specifies the treatment of the Claims 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 Liquidation Trust Agreement, and (b) Schedule of Retained Causes of Action, 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. Accordingly, the requirements of Bankruptcy Code section 1123(a)(6) are satisfied or inapplicable to the Plan.

vii. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). The Debtor is not reorganizing under the Plan. However, the Liquidation Trust Assets shall vest automatically in the Liquidation Trust, which will be administered by the Liquidation Trustee. The Liquidation Trustee was selected pursuant to the Plan and Liquidation Trust Agreement. The selection of the Liquidation 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 are Impaired under the Plan, as permitted by Bankruptcy Code section 1123(b)(1): Class 2 (Secured Bondholder Claims) and Class 4 (General Unsecured Claims). 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 (Other Priority Claims) and Class 3 (Other Secured Claims).

b) Assumption and Rejection (11 U.S.C. § 1123(b)(2) and 1123(d)). Article VIII of the Plan addresses the rejection of Executory Contracts and Unexpired Leases and the assumption of the D&O Liability Insurance Policies, and meets the requirements of Bankruptcy Code section 365. There have been no objections to the Debtor's disposition of Executory Contracts or D&O Liability Insurance Policies pursuant to Article VIII 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).

N. 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 Interim 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.

O. 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 Confirmation 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, 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.

P. 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.

Q. 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 Liquidation Trust shall be established. As provided in the Liquidation Trust Agreement, included in the Plan Supplement, META Advisors LLC will be the Liquidation Trustee. The appointment of the Liquidation Trustee is consistent with the interests of the Debtor's creditors and equity security holders and with public policy.

R. 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.

S. 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 Confirmation Hearing, (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).

T. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Holders of Claims in Class 1 (Other Priority Claims) and Class 3 (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 2 (Secured Bondholder Claims) 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. Notwithstanding the foregoing, the Plan is confirmable because it satisfies Bankruptcy Code sections 1129(a)(10) and 1129(b).

U. 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 satisfies the requirements of, and complies in all respects with, Bankruptcy Code section 1129(a)(9).

V. Acceptance by At Least One Impaired Class (11 U.S.C. § 1129(a)(10)). As evidenced by the Voting Declaration, Class 2 (Secured Bondholder Claims), 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).

W. 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 Liquidation Trust, followed by payment of Distributions to creditors by the Liquidation Trustee. Moreover, the Debtor anticipates having sufficient Cash on hand as of the Effective Date 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).

X. Payment of Fees (11 U.S.C. § 1129(a)(12)). Article IV.R 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).

Y. 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 (15) are not applicable to the Debtor in this Chapter 11 Case. The transfers of property contemplated under the Plan, including the transfer of Liquidation Trust Assets to the Liquidation Trust, are being made in accordance with applicable

provisions of nonbankruptcy law such that the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(16).

Z. 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 (Other Priority Claims) and Class 3 (Other Secured Claims) are deemed to have accepted the Plan and are not entitled to vote on the Plan. Holders of Claims in Class 2 (Secured Bondholder Claims) voted to accept the Plan. Holders of Claims in Class 4 (General Unsecured Claims) voted to reject the Plan. Nevertheless, the Plan does not discriminate unfairly and is fair and equitable with respect to the Class 4, as required by Bankruptcy Code sections 1129(b)(1)-(2), because (i) no Holder of any Claim that is junior to Class 4 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 Class 4 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 Class 4.

AA. 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.

BB. 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).

CC. 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.

DD. 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 Confirmation 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 Interim 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 Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Interim 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, the Wind-Down Debtor, and the Liquidation 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 Wind-Down Debtor and Liquidation 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 clarifications. The Plan modifications comply with Bankruptcy Code section 1127 and Bankruptcy Rule 3019. Accordingly, no additional solicitation or disclosure was required on account of the modifications and all Holders

of Claims 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 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 XIII.A of the Plan.

9. Plan Classifications Controlling. The terms of the Plan shall solely govern the classification of Claims 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 Wind-Down 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 Wind-Down, as applicable, and any

corporate action required by the Debtor or the Wind-Down 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 Wind-Down Debtor, as applicable.

11. Implementation. The provisions governing the means for implementation of the Plan set forth in Article VII 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 VII.

12. Vesting of Liquidation Trust Assets and Preservation of Litigation Rights. Pursuant to the Plan and Bankruptcy Code sections 1123(b)(3) and 1141(b)-(c), on the Effective Date, the Liquidation Trust Assets shall vest automatically in the Liquidation Trust. Upon the transfer of the Liquidation Trust Assets, the Liquidation Trust shall succeed to all of the Debtor's and Committee's rights, title, and interest in the Liquidation Trust Assets, and neither the Debtor nor the Committee shall retain any interest in the Liquidation Trust Assets. All books and records remaining with the Debtor shall be transferred to the Liquidation Trustee. The Liquidation Trustee is authorized to take any action on behalf of the Debtor and the Liquidation Trust in furtherance of the liquidation of the Liquidation Trust Assets, including executing any corporate action related to the liquidation of the Liquidation Trust Assets and the dissolution and winding up of the Wind-Down Debtor. In accordance with the Plan and Liquidation Trust Agreement, the Liquidation Trustee is authorized to perform post-Effective Date acts required to wind up the affairs of the Wind-Down Debtor and the Liquidation Trust, including preparing and filing final tax returns, paying final invoices, and paying postpetition fees and expenses of professionals after allowance of final fee applications by this Court.

13. Vesting and Preservation of Retained Causes of Action. Except as otherwise provided in the Plan or this Confirmation Order, including any Cause of Action expressly waived, relinquished, exculpated, released, settled, or compromised, any Retained Causes of Action held or that may be held by the Debtor shall vest in the Liquidation Trust on the Effective Date. After the Effective Date, the Liquidation Trustee shall have the exclusive right to institute, prosecute, abandon, settle, or compromise any Retained Causes of Action constituting Liquidation Trust Assets, without further order of the Bankruptcy Court. Retained Causes of Action and recoveries therefrom shall remain the sole property of the Liquidation Trust, and Holders of Claims shall have no direct right or interest in them. The right of the Trustee and any bondholder to assert a superpriority administrative claim for diminution in value is expressly preserved. Any Allowed diminution claim shall be paid only from proceeds of Retained Causes of Action, net of Litigation Costs, before any other amounts are paid from those proceeds. Recoveries from Retained Causes of Action shall first be applied to the costs and expenses of administering the Liquidation Trust, including Litigation Costs, then to any Allowed diminution claim in accordance with Article IV.P of the Plan, and only thereafter to distributions to Holders of Allowed General Unsecured Claims.

14. Purpose of Liquidation Trust. The sole purpose of the Liquidation Trust shall be to liquidate the Liquidation Trust Assets and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Liquidation Trust (including any obligations or liabilities of the Debtor under the Plan or Confirmation Order or Allowed Claims against the Debtor to which the Liquidation Trust Assets are subject) to the 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 Liquidation Trust.

15. Appointment of Liquidation Trustee. In accordance with the Plan and terms of the Liquidation Trust Agreement, the appointment of META Advisors LLC as Liquidation Trustee is **APPROVED**. The Liquidation Trustee was selected by the Debtor with the reasonable consent of the Trustee and in consultation with the Committee, as provided in the Plan and disclosed in the Plan Supplement. The Court shall have sole jurisdiction over claims and causes of action against the Liquidation Trustee, solely in its capacity as Liquidation Trustee, arising out of the performance of the Liquidation Trustee's duties, and the Liquidation Trustee in such capacity may not be sued, or have claims asserted against it, in any other forum without leave of the Court. The Liquidation Trustee and any professionals retained by the Liquidation Trustee may be compensated by the Liquidation Trust for services provided to or on account of the Liquidation Trust from and after the Effective Date, subject to the Plan and the Liquidation Trust Agreement.

16. Appointment of the Liquidation Trust Oversight Committee. In accordance with the Plan and Liquidation Trust Agreement, the Liquidation Trust Oversight Committee shall consist of no more than three members selected by the Committee after consultation with the Debtor. The Liquidation Trust Oversight Committee shall review and advise the Liquidation Trustee regarding the liquidation and distribution of the Liquidation Trust Assets and shall maintain the same fiduciary responsibilities as the Liquidation Trustee in providing that advice. Vacancies shall be filled as provided in the Plan and Liquidation Trust Agreement, and members shall not receive compensation but shall be reimbursed for actual, necessary expenses incurred in connection with their service. The members selected in accordance with the Plan shall serve from and after the Effective Date.

17. Tax Treatment and Reporting of Liquidation Trust. (A) All parties (including the Liquidation Trustee, the Debtor, and the Beneficiaries) shall report for all U.S. federal income tax purposes consistently with the treatment of the Liquidation 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 Liquidation Trust Assets to the Liquidation Trust as (i) a deemed transfer of the Liquidation Trust Assets (subject to applicable liabilities and obligations) to the Beneficiaries, followed by (ii) a deemed transfer of such assets by the Beneficiaries to the Liquidation Trust; (B) accordingly, all parties shall treat the Liquidation Trust as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code of which the Beneficiaries are the grantors and the deemed owners of the Liquidation Trust Assets; (C) all parties shall report consistently with the valuation of the Liquidation Trust Assets transferred to the Liquidation Trust as determined by the Liquidation Trustee (or its designee) for all U.S. federal income tax purposes; (D) the Liquidation Trustee shall be responsible for filing returns for the Liquidation 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 Liquidation Trust; and (E) the Liquidation Trustee shall provide to the Beneficiaries a separate statement regarding the receipts and expenditures of the Liquidation Trust as relevant for U.S. federal income tax purposes and shall cooperate with reasonable requests from the Beneficiaries for additional information for tax purposes.

18. Fees and Expenses of Liquidation Trustee. Any reasonable fees and expenses incurred by the Liquidation 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 Liquidation Trust in accordance with the terms of the Liquidation Trust Agreement.

19. Plan Supplement. The documents contained in the Plan Supplement are integral to the Plan and are approved by the Court, including the Liquidation Trust Agreement, the identity of the Liquidation Trustee, and the Schedule of Retained Causes of Action. The Wind-Down Budget attached to the Plan is likewise approved. The parties are authorized to execute and deliver the documents included in the Plan Supplement in substantially the forms filed with the Bankruptcy Court.

20. Treatment of Executory Contracts and Unexpired Leases. Pursuant to Article VIII of the Plan, except for the D&O Liability Insurance Policies and as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, each Executory Contract and Unexpired Lease 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: (a) previously has been assumed or rejected by the Debtor or assigned to the Purchaser; (b) expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume or reject pending before the Bankruptcy Court as of the Confirmation Date; or (d) is identified in the Plan Supplement as an Executory Contract or Unexpired Lease to be assumed; provided, however, that nothing contained in the Plan shall constitute an admission 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. Entry of this Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in Article VIII.A of the Plan pursuant to Bankruptcy Code section 365 as of the Effective Date. On the Effective Date, the Debtor shall be deemed to have assumed all of the D&O Liability Insurance Policies in effect prior to the Effective Date,

including any tail policy and all agreements, documents, or instruments related thereto, pursuant to Bankruptcy Code sections 105 and 365(a), without the need for further notice to or action, order, or approval of the Bankruptcy Court. Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed through the assumption of the D&O Liability Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract assumed by the Debtor under the Plan as to which no Proof of Claim need be filed. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the assumption of each D&O Liability Insurance Policy.

21. Rejection Claims Bar Date. "Rejection Claims Bar Date" means the later of: (a) the General Claims Bar Date, which was May 8, 2026 at 4:00 p.m. (prevailing Central Time); (b) thirty (30) days after the entry of an order by the Bankruptcy Court authorizing the applicable rejection; or (c) such other date, if any, as the Bankruptcy Court may fix in the order authorizing such rejection. If the rejection of an Executory Contract or Unexpired Lease pursuant to Article VIII.A of the Plan gives rise to a Claim, such Claim shall be forever barred and shall not be enforceable against the applicable Debtor, the Wind-Down Debtor, the Estate, the Liquidation Trust, or their respective assets, properties, or interests in property unless a Proof of Claim is filed with the Bankruptcy Court and served on the Liquidation Trustee by the applicable Rejection Claims Bar Date. Unless otherwise ordered by the Bankruptcy Court, all Allowed Rejection Claims shall be treated as Class 4 General Unsecured Claims under the Plan.

22. Administrative Claims Bar Date. "Administrative Claims Bar Date" means the Business Day that is thirty (30) days after the Effective Date, or such other date as approved by Final Order of the Bankruptcy Court. Requests for payment of Administrative Claims, other than Professional Fee Claims and 28 U.S.C. § 1930 obligations including U.S. Trustee fees and court

costs, must be filed with the Bankruptcy Court and served on the Notice Parties no later than the Administrative Claims Bar Date. Holders of Administrative Claims that do not file requests for the allowance and payment thereof on or before the Administrative Claims Bar Date shall be forever barred from asserting such Administrative Claims against the Debtor, the Wind-Down Debtor, the Estate, or the Liquidation Trust, as applicable. Unless the Debtor, Wind-Down Debtor, or Liquidation Trustee, as applicable, or any other party in interest objects to an Administrative Claim, such Administrative Claim shall be deemed Allowed in the amount requested. In the event that an objection is filed and the Administrative Claim is not otherwise resolved, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim.

23. Professional Fee Account. On or prior to the Effective Date, the Liquidation Trustee shall establish and fund a segregated, interest-bearing Professional Fee Account in an amount equal to the Professional Fee Amount. The Professional Fee Amount shall be funded as a component of, and not in addition to, the Wind-Down Amount and the $4,300,000 Trustee Winddown Reserve, and shall not include Professional Fee Claims of Committee professionals in excess of $1,500,000. Any such excess fees, costs, and expenses, to the extent allowed by the Bankruptcy Court, may be paid only from the GUC Allocation and Net Proceeds from Retained Causes of Action as provided in Article IV.N of the Plan. The Professional Fee Account shall be maintained for the benefit of Professionals holding Professional Fee Claims. As soon as reasonably practicable after Professional Fee Claims are Allowed by Final Order, the Liquidation Trustee shall pay such Allowed Professional Fee Claims from the Professional Fee Account. To the extent the Professional Fee Account is insufficient, the Liquidation Trustee shall pay the shortfall from other Plan Administration Assets within ten (10) Business Days after entry of the applicable fee order, subject to the limitation that aggregate expenditures from Plan Administration

Assets shall not exceed the $4,300,000 Trustee Winddown Reserve. The Trustee Winddown Reserve constitutes collateral of the Trustee, shall remain subject to the Trustee's liens and security interests, and no other Claims, liens, or encumbrances may be asserted against it except as expressly permitted by the Plan. Plan Administration Assets and the Professional Fee Account shall remain subject to the Trustee's liens and security interests. After payment in full of all Allowed Professional Fee Claims and other fees and expenses payable from the Professional Fee Account, any remaining amounts shall be administered and remitted as provided in the Plan, including prompt remittance to the Trustee of unused Wind-Down Amount and other remaining collateral after satisfaction of permitted Wind-Down obligations. Allowed Professional Fee Claims shall be paid in full before distributions to Holders of General Unsecured Claims or beneficiaries of the Liquidation Trust, subject to the Plan's treatment of Committee professional fees in excess of $1,500,000.

24. Professional Fee Claims Bar Date. All Professionals or other Persons requesting compensation or reimbursement of Professional Fee Claims for services rendered prior to the Effective Date shall file applications for final allowance of such Professional Fee Claims no later than forty-five (45) days after the Effective Date and shall serve such applications on counsel to the Liquidation Trustee, the U.S. Trustee, and such other parties as may be required by the Bankruptcy Code, Bankruptcy Rules, or any order of the Court. A final fee hearing to determine the allowance of Professional Fee Claims shall be held as soon as practicable after the Professional Fee Claims Bar Date upon notice filed by the Liquidation Trustee or such other party as may be designated by the Court. Any objections to a Professional Fee Claim shall be filed and served in accordance with the Bankruptcy Rules and any applicable order of the Court. Professional Fee Claims shall be payable only to the extent Allowed by Final Order of the Court. Any Professional

Fee Claim not timely filed in accordance with this Plan shall be deemed waived and forever barred, and the Holder of such Professional Fee Claim shall not be entitled to any distribution or recovery from the Debtor, the Estate, the Liquidation Trust, the Plan Administration Assets, the Professional Fee Account, or any other property thereof on account of such Professional Fee Claim.

25. Releases, Injunctions, and Exculpations. The release, exculpation, and injunction provisions in Article X of the Plan shall be, and hereby are, approved and authorized in their entirety, including the Debtor Release, the consensual Third-Party Release, the Exculpation, and the Injunction. The Third-Party Release applies only to Releasing Parties as defined in the Plan, including Holders who opt into the release in accordance with the Plan and the Interim Approval and Procedures Order. The releases, exculpation, and injunction remain subject to the limitations and exceptions stated in Article X, including the treatment of Retained Causes of Action, post-Effective Date obligations and conduct, and the exclusions for actual fraud, willful misconduct, and gross negligence.

26. Provisions Governing Distribution. The provisions governing Distributions under Article VII.E of the Plan are approved and incorporated herein by reference. Except as otherwise provided in the Plan, this Confirmation Order, or any other order of the Bankruptcy Court, the Liquidation Trustee shall be responsible for making all Distributions under the Plan. Distributions with respect to Claims Allowed as of the Effective Date shall be made on the Effective Date or as soon thereafter as reasonably practicable, and Distributions with respect to Claims Allowed after the Effective Date shall be made as soon as reasonably practicable after allowance. Distributions made after the Effective Date shall be deemed made on the Effective Date and shall not bear interest unless otherwise provided in the Plan. Payments shall be made by check drawn on a domestic bank or electronic wire, with the Trustee paid by electronic wire, and the Liquidation

Trustee shall not be required to post a bond or other security absent further order. As a condition to receiving a Distribution, a Holder of a certificated instrument or note must surrender it to the Liquidation Trustee or provide a satisfactory affidavit of loss and/or indemnity and a bond before the third anniversary of the Effective Date. Any Holder that fails to do so before the third anniversary of the Effective Date shall be deemed to have forfeited all rights and Claims and may not participate in any Distribution, except that the Trustee and Bondholders need not comply with this requirement. The Liquidation Trustee may require Form W-9 or Form W-8 before making a Distribution. A Distribution returned as undeliverable shall be held only until the Holder provides a current address within ninety (90) days, after which it shall be treated as unclaimed property, revert to the Liquidation Trust, and the Holder shall be barred from recovery, except that the Trustee and Bondholders are not subject to this procedure. Distributions of less than $50.00 are not required. If any payment or act required under the Plan is due on a day that is not a Business Day, it may be completed on the next succeeding Business Day and shall be deemed timely made.

27. Procedures for Resolving Disputed, Contingent, and Unliquidated Claims. The procedures governing the objection to, reconciliation, resolution, and treatment of Disputed, Contingent, and Unliquidated Claims set forth in Article VII.D.2 and Article VII.E.5 through VII.E.7 of the Plan are approved and incorporated herein by reference. Except as expressly provided in the Plan or an order entered before the Effective Date, Claims not previously Allowed shall be deemed Disputed unless and until the applicable objection deadline has passed without objection, the Claim is deemed Allowed, or a Final Order allows the Claim. Any objection to a Claim shall be filed no later than the later of one hundred eighty (180) days after the Effective Date or such later date fixed by the Bankruptcy Court. From and after the Effective Date, the Liquidation Trustee shall have exclusive authority to administer claims reconciliation, including

investigating, objecting to, estimating, subordinating, compromising, settling, and otherwise resolving Claims, and may establish Disputed Claims Reserves. When a Disputed Claim becomes Allowed, the Liquidation Trustee shall make the required Distribution; if all or part of a Claim is Disallowed, property reserved for that portion shall be reallocated Pro Rata to Holders of Allowed Claims in the same Class. The Liquidation Trustee may withhold, set off, or recoup claims and Causes of Action against Distributions as provided in the Plan, but a Holder may not recoup against a claim, right, or Cause of Action of the Debtor, Wind-Down Debtor, or Liquidation Trust unless the Holder has performed the recoupment and provided written notice to the Liquidation Trustee.

28. 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.

29. Governmental Rights Reserved. Nothing in the Confirmation Order or the Plan shall effect a release of any claim by the United States Government or any of its agencies or any state and local authority whatsoever, including without limitation any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person, nor shall anything in the Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever,

including without limitation any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Confirmation Order or the Plan exculpate any party or person from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person.

30. Internal Revenue Service and Tax Matters. The Liquidation Trustee shall be responsible for filing all final or otherwise required federal, state, local, and non-U.S. tax returns for the Liquidation Trust, the Liquidation Trust Assets, the Debtor, and the Wind-Down Debtor, as required by applicable law. For the avoidance of doubt, the Liquidation Trustee may pursue any refunds, credits, or other tax benefits to which the Debtor, the Wind-Down Debtor, the Estate, or the Liquidation Trust may be entitled and file any tax returns or other filings required in connection therewith. The Liquidation Trustee shall be responsible for payment of any taxes imposed on the Liquidation Trust or the Liquidation Trust Assets and may request an expedited determination of taxes pursuant to section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Debtor, its Estate, or the Liquidation Trust.

31. Dissolution of the Committee. On the Effective Date, the Committee shall dissolve automatically and all members thereof, solely in their capacities as such, shall be released and discharged from all rights, duties, and responsibilities arising from or related to the Chapter 11 Case. The Committee shall continue to exist, and its Professionals shall continue to be retained and entitled to reasonable and documented compensation without further order of the Bankruptcy Court, solely with respect to (a) the preparation and prosecution of final fee applications of the

Committee's Professionals and requests for reimbursement of expenses of Committee members and (b) prosecuting or participating in any appeal of the Confirmation Order or any request for reconsideration thereof. Upon resolution of those matters, the Committee shall be immediately dissolved, released, and discharged.

32. Conditions Precedent to Effective Date. The this , which is Plan shall not become effective unless and until the conditions set forth in Article IX.B of the Plan have been satisfied or waived pursuant to Article IX.C 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.

33. 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 the Debtor (irrespective of whether such Claims are Allowed, Disallowed, or Impaired under the Plan or whether the Holders of such Claims 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 or 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.

34. Governance and Continued Existence of the Wind-Down Debtor. On the Effective Date, the Debtor shall continue to exist as the Wind-Down Debtor under the laws of the State of Texas. The authority, power, and incumbency of the persons acting as directors, managers, or officers of the Debtor shall be deemed to have resigned, and the Liquidation Trustee shall be appointed as the sole director, sole manager, and sole officer of the Wind-Down Debtor. The Liquidation Trustee shall be the sole representative of, and shall manage the remaining affairs of, the Wind-Down Debtor subject to the Wind-Down Budget, and the Wind-Down Debtor shall operate solely to liquidate its remaining assets that were not included in the 363 Sale Transaction. At such time as the Liquidation Trustee deems appropriate, the Wind-Down Debtor may be dissolved under applicable state law.

35. No Discharge; Termination of Bond Documents. Pursuant to Article XI.B of the Plan, nothing contained in the Plan shall be deemed to constitute a discharge of the Debtor under Bankruptcy Code section 1141(d)(3). Under Article VII.B.1(d) of the Plan, on the Effective Date, the Bond Documents shall be deemed terminated and of no further force and effect, and all obligations of the Debtor, the Wind-Down Debtor, and the Estate thereunder shall be deemed satisfied, released, and discharged in full; provided, however, that the Bond Documents shall continue in effect solely to the extent necessary to (i) permit the Trustee to receive and hold payments and Distributions under the Plan for Holders of Secured Bondholder Claims, (ii) permit the Trustee to make Distributions to such Holders in accordance with the Bond Documents, (iii) preserve and enforce the Trustee's rights to fees, expenses, costs, and indemnification under the Bond Documents, (iv) permit the Trustee to perform administrative, ministerial, or other functions necessary to effectuate the foregoing, and (v) preserve other rights expressly provided under the Plan or this Confirmation Order, including rights with respect to the Secured Bondholder Claims,

asserted diminution claims, the Trustee's lien in and right to receive Plan Administration Assets, and prompt payment of all remaining assets not sold in the 363 Sale Transaction, including employee retention credit funds, other than Causes of Action.

36. Payment of Statutory Fees. All U.S. Trustee Statutory Fees incurred prior to the Effective Date shall be paid by the Liquidation Trust, the Debtor, or the Wind-Down Debtor, as applicable, on the Effective Date or when due, if due after the Effective Date. After the Effective Date, the Liquidation Trustee shall file with the Bankruptcy Court such reports required by the U.S. Trustee until the Chapter 11 Case is closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

37. 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 Liquidation Trustee in furtherance of the 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.

38. 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.

39. Retention of Jurisdiction. Under Bankruptcy Code sections 105(a) and 1142, and notwithstanding entry of this Confirmation Order, substantial consummation of the Plan, or occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of or related to the Chapter 11 Case, the Plan, the Liquidation Trustee, the Liquidation Trust Agreement, the Liquidation Trust, and the Wind-Down Debtor, including matters concerning the allowance, classification, priority, and resolution of Claims; the validity and priority of Liens; protection of Estate and Liquidation Trust assets and Causes of Action; Claims settlements, setoffs, and reserves; disputes concerning the Liquidation Trustee; interpretation, implementation, and enforcement of the Plan, the Confirmation Order, and the 363 Sale Order; compensation of Professionals; tax matters; Distributions; injunctions; amendments, defects, or inconsistencies; any stay, revocation, modification, or vacatur of the Confirmation Order; and entry of the Final Decree. The Bankruptcy Court shall retain non-exclusive jurisdiction over Retained Causes of Action prosecuted by the Liquidation Trust.

40. 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.

41. 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.

42. Effect of Reference to the Plan in this Confirmation Order. The failure to reference or discuss any particular provision of the Plan in this Confirmation Order shall have no effect on the validity, binding effect, and enforceability of such provision, and each provision of the Plan shall have the same validity, binding effect, and enforceability as if fully set forth herein.

43. 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."

44. 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.

45. 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 Texas 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.

46. 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.

47. Notice Parties. After the Effective Date, the Wind-Down 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.

48. Immediate Binding Effect. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence immediately upon entry hereof. The fourteen-day stay of this Confirmation Order under Bankruptcy Rule 3020(e) is hereby waived. This Confirmation Order shall be effective and enforceable immediately upon entry; *provided*, *however*, that the Plan, the Plan Supplement, and the transactions contemplated thereby shall become effective and enforceable only upon the Effective Date after satisfaction or waiver of the conditions

set forth in Article IX of the Plan. Before the Effective Date, the Debtor is authorized to take actions necessary to satisfy those conditions, but nothing in this paragraph waives or alters any condition to the Effective Date. The failure specifically to include or to refer to any particular section or provision of the Plan or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, and such section or provision shall have the same validity, binding effect, and enforceability as every other section or provision of the Plan, it being the intent of the Court that the Plan be confirmed in its entirety and that all Plan-related documents be approved.

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

50. Failure of Plan Consummation. If the conditions precedent to the Effective Date are not satisfied or waived within ninety (90) days following the Confirmation Date, or by such later date after notice and hearing, as is proposed by the Debtor, then upon motion by the Debtor and upon notice to such parties in interest as the Bankruptcy Court may direct, the Debtor may seek to vacate the Confirmation Order; *provided*, *however*, that notwithstanding the filing of such motion, the Confirmation Order may not be vacated if each of the conditions precedent to the Effective Date are satisfied or waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated, (i) the Plan shall be null and void in all respects, and (ii) nothing contained in the Plan shall constitute a waiver or release of any Claim by or against the Debtor or prejudice in any manner the rights of the Debtor or any other party in interest.

51. Terms of Injunctions or Stays. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Case 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.

52. Notice of Effective Date. The form of the notice of the entry of this Confirmation Order and occurrence of the Effective Date, attached to the Combined Plan and Disclosure Statement as **Exhibit C** (the "Notice of Effective Date"), 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 Texas; (b) all parties on the Master Service List in the Chapter 11 Case; and (c) all known creditors of 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 be given.

53. No Waiver. The failure to specifically include any particular provision of the Plan in this Confirmation Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

END OF ORDER # #

Prepared and presented by:

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EXHIBIT A

Plan