**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

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| In re: | Chapter 11 |
| CAMP MYSTIC, LLC, et al.,[1] | Case No. 26-90621 (CML) |
| Debtor. | (Jointly Administered) |

**JOINT CHAPTER 11 PLAN OF**
**CAMP MYSTIC, LLC AND ITS AFFILIATED DEBTORS**
**PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Camp Mystic, LLC (4064); Natural Fountains Properties, Inc. (1414); Mystic Camps Family Partnership, Ltd. (9861); and Mystic Camps Management, LLC (9688). The location of the Debtors' service address for purposes of these chapter 11 cases is: 2689 Highway 39, Hunt, TX 78024.

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# INTRODUCTION

Camp Mystic, LLC and its debtor affiliates (collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**") propose the following Joint Chapter 11 Plan of Camp Mystic, LLC and Its Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code (including all exhibits and schedules hereto, and as may be amended, modified, or supplemented from time to time, this "**Plan**") for the resolution of the outstanding Claims against and Interests in the Debtors.

The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. Supplemental agreements and documents referenced in this Plan and the Disclosure Statement are available for review on both the Bankruptcy Court's docket and on the Debtors' case information website: https://dm.epiq11.com/case/campmystic/info.

Reference is made to the Disclosure Statement Filed contemporaneously with the Plan for a discussion of the Debtors' history, business, prepetition capital structure, and Liquidation Analysis, as well as a summary and analysis of the Plan and certain related matters, including distributions to be made under this Plan.

The Debtors have determined, in the discharge of their statutory fiduciary duties under the Bankruptcy Code, that the sale of substantially all of the Debtors' assets and the distribution of the sale proceeds pursuant to a chapter 11 plan is in the best interests of the Debtors, their creditors, and the Debtors' Estates. Accordingly, the Debtors are selling substantially all of their assets to one or more unrelated third parties pursuant to Bankruptcy Court order, and this Plan proposes to, among other things, distribute certain proceeds from such sale and the Debtors' other assets in accordance with the provisions herein. The execution and consummation of this Plan will be facilitated through the appointment of Plan Administrators who shall, among other things, distribute the Debtors' remaining assets, and Wind Down the Debtors' affairs.

**ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

## ARTICLE I.
## DEFINED TERMS AND RULES OF INTERPRETATION

### A. Defined Terms.

Capitalized terms used herein shall have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules.

1. "**Additional Parties**" shall refer to the following individuals: (a) Lacy M. Lawrence and John B. Lawrence, individually and as representatives and heirs of the estates of H.R.L. and R.M.L., (b) Jill and Patrick Marsh, (c) Katie and Clarke Baker, and (d) Catherine and Calvin Smajstrla.

2. "**Administrative Claim**" means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date and through the Effective Date; (b) Allowed 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. §§ 1911-1930.

3. "**Administrative Claims Bar Date**" means the deadline for Filing all requests for allowance and payment of Administrative Claims, which, except in the case of Professional Fee Claims, shall be thirty (30) days after the Effective Date. Professional Fee Claims shall be Filed in accordance with the provisions of Article II.C. herein.

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

5. "**Allowed**" means, with respect to any Claim or Interest, except as otherwise provided in the Plan: (a) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been Filed; or (b) a Claim or Interest Allowed pursuant to the Plan or a Final Order of the Bankruptcy Court; *provided* that with respect to a Claim described in clause (a) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to such Claim, no objection to the allowance thereof has been Filed by the Debtors, the Plan Administrators, or any other party in interest within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection was so Filed and the Claim shall have been Allowed by a Final Order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim or Interest of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtors. "*Allow*" and "*Allowing*" shall have correlative meanings. Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered Allowed Claims.

6. “**Assumed Contract**” means an Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, by the Debtors pursuant to this Plan.

7. “**Available Cash**” means, with respect to each Debtor, all Cash available to each Debtor, including (a) Cash on hand as of the Effective Date, (b) any Cash proceeds from the sale of any assets by the Plan Administrators pursuant to the Wind Down, (c) any Cash from the Wind Down Amount remaining at the conclusion of the Wind Down, (d) the CM Consideration, and (e) the NFP Consideration.

8. “**Avoidance Actions**” means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including Claims, Causes of Action, or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common Law, including fraudulent and voidable transfer Laws.

9. “**Ballots**” means the applicable form of ballot(s) provided to each of the Holders of Claims entitled to vote on the Plan on which the Holder indicates either acceptance or rejection of the Plan and (when applicable) any election for treatment of such Claim under the Plan.

10. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect or hereafter amended, as applicable to the Chapter 11 Cases.

11. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the United States District Court for the Southern District of Texas.

12. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the United States Code and the general, local, complex, and chambers rules of the Bankruptcy Court, each, as amended from time to time.

13. “**Bar Date**” means the applicable bar date by which a proof of Claim or request for payment of an administrative claim must be, or must have been, Filed, as established by an order of the Bankruptcy Court, including the Bar Date Order and the Confirmation Order.

14. “**Bar Date Order**” means the *Order (I) Establishing Deadlines for the Filing of Proofs of Claims, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. 176].

15. “**Bidding Procedures**” means the procedures governing the sale and marketing process for the Sale Transactions, as approved by the Bankruptcy Court and as may be amended from time to time in accordance with their terms.

16. “**Bidding Procedures Order**” means the [*Order (I)(A) Approving Bidding Procedures; (B) Approving the Stalking Horse Bidder; (C) Approving the Debtors’ Entry Into the Stalking Horse Agreement; (D) Scheduling an Auction and Sale Hearing; (E) Approving the Form and Manner of Notices Relating to the Sale Transactions; and (F) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [Docket No. ●].]

17. “**Business Day**” means any day other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

18. "**Cash**" means cash in legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

19. "**Causes of Action**" means without limitation, any and all claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by Law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

20. "**Chapter 11 Cases**" means the above-captioned chapter 11 cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court on the Petition Date.

21. "**Claim**" means any "claim," as defined in section 101(5) of the Bankruptcy Code, against the Debtors or the Estates.

22. "**Claims Objection**" means an objection to the allowance of a Claim as set forth in section 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and/or any Bankruptcy Court order regarding omnibus claims objections.

23. "**Claims Objection Deadline**" means the date that is one hundred and eighty (180) days after the Effective Date, which date may be extended in accordance with Article VII.E. of the Plan; *provided*, *however*, that the objection deadline for any Claim that is subject to a Tolling Agreement shall be the later of the Claims Objection Deadline and the date provided in such Tolling Agreement.

24. "**Claims Register**" means the register managed by the Notice and Solicitation Agent reflecting Filed Proofs of Claim.

25. "**Class**" means a category of Claims or Interests as established by and set forth in Article III herein pursuant to section 1122(a) of the Bankruptcy Code.

26. "**CM**" means Camp Mystic, LLC.

27. "**CM APA**" means that certain *Asset Purchase Agreement* entered into by CM, on the one hand, and the CM Purchaser on the other hand, including all exhibits, schedules, and addenda thereto, as may be amended, amended and restated, supplemented, or modified from time to time, which may be the NFP APA.

28. "**CM Assets**" means the assets of CM to be acquired pursuant to the CM APA.

29. "**CM Consideration**" means the consideration to be received by the Debtors in exchange for the CM Assets pursuant to the CM APA.

30. "**CM Escrow Account**" means an escrow account maintained and controlled by the CM Plan Administrator that shall be funded with the Distributable Cash of CM, which the CM Plan Administrator shall distribute in accordance with the terms of the Plan and the Confirmation Order.

31. "**CM Plan Administrator**" means the Entity designated by the Debtors in the Plan Supplement and who is appointed on the Effective Date to administer the Plan on behalf of CM, MCFP, and MCM including the making of any Plan Distributions on behalf of CM, MCFP, and MCM that may arise after the Effective Date or any other duties or responsibilities set forth herein.

32. "**CM Purchaser**" means the purchaser under the CM APA.

33. "**CM Sale Transaction**" means the sale transaction contemplated by the CM APA.

34. "**Committee**" means the official committee of unsecured creditors appointed by the U.S. Trustee under section 1102(b) of the Bankruptcy Code in these Chapter 11 Cases.

35. "**Conditions Precedent**" means the conditions set forth in Article VIII herein.

36. "**Confirmation**" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases.

37. "**Confirmation Date**" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket in these Chapter 11 Cases.

38. "**Confirmation Hearing**" means the hearing(s) conducted by the Bankruptcy Court to consider Confirmation of this Plan under section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

39. "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

40. "**Consummation**" means the occurrence of the Effective Date.

41. "**Covered Parties**" means, collectively, (a) the Debtors; (b) the Post-Effective Date Debtors; (c) the Individual Defendants; and (d) with respect to each of the foregoing Entities, such Entities' successors, assigns, affiliates, current and former officers, directors, principals, equity holders, members, partners, managers, advisory board members, employees, agents, volunteers, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and other professionals, and such Entities' respective heirs, executors, and estates to the extent covered by the Debtors' Insurance Policies and Indemnification Obligations.

42. "**Cure**" means all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed or assumed and assigned by the Debtors.

43. "**Debtor Releases**" means the releases set forth in Article IX herein.

44. "**Debtors**" means Camp Mystic, LLC, Natural Fountains Properties, Inc., Mystic Camps Family Partnership, Ltd., and Mystic Camps Management, LLC, each as a debtor and debtor in possession.

45. "**Deposit Claim**" means a Claim entitled to priority in right of payment under section 507(a)(7) of the Bankruptcy Code.

46. “**Deposit Election**” means the choice by Holders of Deposit Claim to have their Deposit Claim transferred to the CM Purchaser or NFP Purchaser (as applicable), to be held by the CM Purchaser or NFP Purchaser (as applicable) in a segregated account and credited towards future camp sessions.

47. “**Disbursing Agent**” means the Debtors, the Plan Administrators, or the Person or Entities selected by the Plan Administrators, as applicable, to make or to facilitate the Plan Distributions.

48. “**Disclosure Statement**” means the *Disclosure Statement Relating to the Joint Chapter 11 Plan of Camp Mystic, LLC and its Debtor Affiliates*, dated September 25, 2026 (as such may be amended, supplemented, or modified from time to time thereafter), including all exhibits and schedules thereto.

49. “**Disputed**” means, with respect to any Claim or Interest, any Claim or Interest: (a) listed on the Schedules as unliquidated, disputed, or contingent, unless a Proof of Claim has been Filed in a liquidated and non-contingent amount and no objection to such Proof of Claim has been timely Filed; (b) included in a Proof of Claim as to which an objection or request for estimation has been timely Filed, or as to which the Debtors, the Plan Administrators, or other parties in interest retain the ability to interpose a timely objection or request for estimation; or (c) which is otherwise disputed by the Debtors or the Plan Administrators in accordance with applicable Law and for which the objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order. Claims that are Allowed by the Plan or that have been Allowed by a Final Order shall not be Disputed Claims.

50. “**Distributable Cash**” means, with respect to each Debtor, all Available Cash after the Debtors have funded all Allowed Administrative Claims, Priority Tax Claims, Other Priority Claims, Deposit Claims, Other Secured Claims, Professional Fee Claims, and the Wind Down Amount.

51. “**Distribution Date**” means a date or dates, as determined by the Debtors or Plan Administrators (as applicable), in accordance with the terms of this Plan, on which the Disbursing Agent makes a distribution to Holders of Allowed Claims.

52. “**Distribution Record Date**” means the date for determining which Holders of Claims are eligible to receive distributions under the Plan, which date shall be the Effective Date or such other date as designated in a Final Order of the Bankruptcy Court.

53. “**Eastland Family**” means, collectively, Willetta A. Eastland, Cathryn L. Eastland, Edward S. Eastland, Frank G. Albritton, George A. Eastland, Leslie D. Eastland, Mary E. Eastland, Richard G. Eastland Jr., and the Estate of Richard G. Eastland.

54. “**Eastland Trusts**” means, collectively, Richard G. Eastland Appointment Trust Under Article 4 UW of Ann E. Spear, the 1990 Richard G. Eastland Generation-Skipping Trusts, The Anna A. Eastland 2023 Trust, and The Caroline K. Eastland 2023 Trust, and any successors thereto.

55. “**Effective Date**” means the date that all conditions precedent to the occurrence of the Effective Date have been satisfied or waived in accordance with the Plan.

56. “**Entity**” has the meaning set forth in section 101(15) of the Bankruptcy Code.

57. "**Estate**" means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor's Chapter 11 Case.

58. "**Excess Deposit Claim**" means any amount deposited with CM by a Holder of a Deposit Claim over the $3,800 priority cap provided in section 507(a)(7) of the Bankruptcy Code.

59. "**Exculpated Party**" means collectively, and in each case, in its capacity as such: (a) the Debtors and (b) the Committee and each of its members in their capacity as such.

60. "**Executory Contract**" means a contract to which any of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

61. "**Existing Equity Interests**" means, collectively, all Interests held by a non-Debtor Entity in Mystic Camps Family Partnership, Ltd. and Mystic Camps Management, LLC as of the Effective Date.

62. "**File**," "**Filed**," or "**Filing**" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases, or in the case of a Proof of Claim, the Notice and Solicitation Agent.

63. "**Final Order**" means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request re-argument or further review or rehearing has expired and no appeal, petition for certiorari, or request for re-argument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for re-argument, further review, or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal, petition for certiorari, or request for re-argument, further review, or rehearing has been or can be taken or granted; provided that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

64. "**General Bar Date**" means September 18, 2026, the date by which each Holder of a Claim against the Debtors must have filed a proof of Claim.

65. "**General Unsecured Claims**" means any Claim other than: (a) Administrative Claim; (b) Professional Fee Claim; (c) Priority Tax Claim; (d) Other Secured Claim; (e) Deposit Claim; (f) Other Priority Claim; (g) Wrongful Death Claim; or (h) Intercompany Claim. For the avoidance of doubt, General Unsecured Claims include Excess Deposit Claims and Promissory Notes Claims.

66. "**Governing Body**" means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, or such similar governing body of any of the Debtors.

67. "**Governmental Unit(s)**" means a "governmental unit," as defined in section 101(27) of the Bankruptcy Code.

68. "**GUC Escrow Accounts**" means, collectively, the (a) CM Escrow Account, (b) MCM Escrow Account, (c) MCFP Escrow Account, and (d) NFP Escrow Account.

69. “**Holder**” means an Entity holding a Claim against or an Interest in any of the Debtors.

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

71. “**Indemnification Obligations**” means, collectively, each of the Debtors’ indemnification obligations (whether in leases, charters, bylaws, limited liability company agreements, or other Organizational Documents) in place as of the Petition Date to indemnify current and former officers, directors, agents, members, managers, general partners, employees, or lessors with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, agents, or employees based upon any act or omission for or on behalf of the Debtors.

72. “**Individual Defendants**” means (a) Willetta “Tweety” Eastland; (b) George Albritton Eastland, as personal representative of the Estate of Richard “Dick” Eastland; (c) Edward S. Eastland; (d) Mary E. “Mary Liz” Eastland; and (e) William Neely Bonner III.

73. “**Insurance Policies**” means all insurance policies that have been issued at any time to or provide coverage to the Debtors and all agreements, documents, or instruments relating thereto.

74. “**Intercompany Claim**” means any Claim against a Debtor that is held by another Debtor.

75. “**Intercompany Interest**” means an Interest in a Debtor that is held by another Debtor.

76. “**Interest(s)**” means, collectively, the shares, stock, limited liability company interests, membership interests, entitlements, options, warrants or other rights with respect thereto, or any other instruments evidencing an ownership interest in any Debtor and the rights of any Entity to purchase or demand the issuance of any of the foregoing, issued and outstanding immediately prior to the Petition Date, including: (a) redemption, conversion, exchange, voting, participation and dividend rights (including any rights in respect of accrued and unpaid dividends); (b) liquidation preferences; and (c) stock options and warrants.

77. “**IRS Form**” means IRS Form W-9, W-8BEN, any acceptable substitute, or any other tax information form that the Debtors or Plan Administrators may require from a Holder of a Claim for a distribution under the Plan.

78. “**Law**” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

79. “**Lien**” means a “lien,” as defined in section 101(37) of the Bankruptcy Code.

80. “**Lift Stay Date**” means the date that is thirty (30) days after the later of (a) the date the United States District Court for the Southern District of Texas enters an order deciding the Debtors’ motion to transfer the Prepetition Lawsuits o the Southern District of Texas pursuant to 28 U.S.C. § 157(b)(5) (Case No. 4:26-mc-01321 [ECF 1]) and (b) the date the United States District Court for the Western District of Texas or the United States District Court for the Southern

District of Texas, as applicable, decides the motions for abstention and remand pending in the Prepetition Lawsuits.

81. "**Liquidation Analysis**" means the analysis of a liquidation scenario under chapter 7 of the Bankruptcy Code for these Debtors, attached to the Disclosure Statement or Plan Supplement (as such analysis may be updated, amended, or modified from time to time thereafter).

82. "**MCFP**" means Mystic Camps Family Partnership, Ltd.

83. "**MCFP Escrow Account**" means an escrow account maintained and controlled by the Plan Administrators that shall be funded with the Distributable Cash of MCFP, which the Plan Administrators shall distribute in accordance with the terms of the Plan and the Confirmation Order.

84. "**MCM**" means Mystic Camps Management, LLC.

85. "**MCM Escrow Account**" means an escrow account maintained and controlled by the Plan Administrators that shall be funded with the Distributable Cash of MCM (if any), which the Plan Administrators shall distribute in accordance with the terms of the Plan and the Confirmation Order.

86. "**New MCFP Equity Interests**" means the new limited partnership interests in MCFP to be issued to each of the Plan Administrators on the Effective Date.

87. "**New MCM Equity Interests**" means the new membership interests in MCM to be issued to each of the Plan Administrators on the Effective Date.

88. "**New Organizational Documents**" means the Organizational Documents of the Post-Effective Date Debtors (and/or any accompanying resolutions), as amended, revised, or restated, vesting the Plan Administrators with the necessary authority to carry out the provisions of this Plan.

89. "**NFP**" means Natural Fountains Properties, Inc.

90. "**NFP APA**" means that certain *Asset Purchase Agreement* entered into by NFP, on the one hand, and the NFP Purchaser on the other hand, including all exhibits, schedules, and addenda thereto, as may be amended, amended and restated, supplemented, or modified from time to time.

91. "**NFP Assets**" means the assets of NFP to be acquired pursuant to the NFP APA.

92. ["**NFP Bid Protections**" means the bid protections for the Stalking Horse Purchaser described in section [●] of the Bidding Procedures.]

93. "**NFP Consideration**" means the consideration to be received by the Debtors in exchange for the NFP Assets pursuant to the NFP APA.

94. "**NFP Escrow Account**" means an escrow account maintained and controlled by the NFP Plan Administrator that shall be funded with the Distributable Cash of NFP, which the NFP Plan Administrator shall distribute in accordance with the terms of the Plan and the Confirmation Order.

95. "**NFP Plan Administrator**" means the Entity designated by the Debtors in the Plan Supplement and who is appointed on the Effective Date to administer the Plan on behalf of NFP,

MCFP, and MCM including the making of any Plan Distributions on behalf of NFP, MCFP, and MCM that may arise after the Effective Date or any other duties or responsibilities set forth herein.

96. "**NFP Purchaser**" means the purchaser under the NFP APA.

97. "**NFP Sale Transaction**" means the sale transaction contemplated by the NFP APA.

98. "**Non-Released Party**" means any of the Individual Defendants or their Related Parties; *provided*, *however*, that an Entity is a Non-Released Party only with respect to a Cause of Action for which such Entity is found liable by a Final Order of a court of competent jurisdiction for a Wrongful Death Claim arising from the July 4, 2025, flood.

99. "**Notice and Solicitation Agent**" means Epiq Corporate Restructuring, LLC, in its capacity as noticing, claims, and solicitation agent for the Debtors.

100. "**Notice of Non-Voting Status Package**" means the materials sent to Holders of Claims and Interests not entitled to vote to accept or reject the Plan, including the Release Opt-In.

101. "**OCP**" means an ordinary course professional whose retention and compensation has been authorized by the Bankruptcy Court by entry of the OCP Order.

102. "**OCP Order**" means the *Order (I) Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief* [Docket No. 175].

103. "**Organizational Documents**" means, with respect to any Person other than a natural person, the documents by which such Person was organized or formed (such as a certificate of incorporation, certificate of formation, certificate of limited partnership, or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) or which relate to the internal governance of such Person (such as by-laws, a partnership agreement, or an operating, limited liability company, shareholders, or members agreement).

104. "**Other Priority Claim**" means a Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code that is not an Administrative Claim, a Priority Tax Claim, or a Deposit Claim.

105. "**Other Secured Claim**" means any Claim against a Debtor where, pursuant to section 506(a) of the Bankruptcy Code, the Claim is secured by a valid, perfected, and enforceable Lien that is not subject to avoidance under applicable bankruptcy or non-bankruptcy Law in or upon any right, title, or Interest of a Debtor in and to property of its Estate, to the extent of the value of the Debtor's Interest in such property as of the relevant determination date.

106. "**Person**" means a "person" as defined in section 101(41) of the Bankruptcy Code.

107. "**Petition Date**" means June 24, 2026, the date on which each of the Debtors Filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code, thereby commencing these Chapter 11 Cases.

108. "**Plan**" means this joint plan under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time, including all exhibits and schedules hereto.

109. "**Plan Administrators**" means the CM Plan Administrator and the NFP Plan Administrator. The Plan Administrators shall collectively administer the Plan on behalf of MCM and MCFP.

110. "**Plan Administrator Agreement**" means the agreement(s) setting forth, among other things, the identity, the terms of compensation, and the authority of the Plan Administrators, and the scope of services to be provided by the Plan Administrators, which agreement(s) shall be filed in the Plan Supplement.

111. "**Plan Distribution**" means a payment or distribution to Holders of Allowed Claims or other eligible Entities under this Plan.

112. "**Plan Supplement**" means the compilation of documents and/or forms of documents, agreements, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court in advance of Confirmation, and all schedules, exhibits, ballots, solicitation procedures, and other documents and instruments related thereto, as may be amended, supplemented, or modified from time to time.

113. "**Post-Effective Date Debtors**" means, collectively, the Debtors following the Effective Date.

114. "**Post-Effective Date Debtors' Defense Rights**" means the Debtors' right to defend and, if applicable, assert counterclaims in the Prepetition Lawsuits and any related suits. For the avoidance of doubt, the Post-Effective Date Debtors shall retain authority to defend the Post-Effective Date Debtors' Defense Rights.

115. "**Prepetition Lawsuits**" means the cases styled (a) *Bellows et al. v. Camp Mystic*, LLC et al., Cause No. 1:26-cv-01916 (W.D. Tex.); (b) *Naylor, et al. v. Camp Mystic, LLC, et al.*, Cause No. 1:26-cv-01923 (W.D. Tex.); (c) *Getten, et al. v. Natural Fountains Properties, Inc., et al.*, Cause No. 1:26-cv-01919 (W.D. Tex.); (d) *Peck, et al. v. Camp Mystic, LLC, et al.*, Cause No. 1:26-cv-01922 (W.D. Tex.); and (e) *Steward, et al. v. Camp Mystic, LLC*, et al., Cause No. 1:26-cv-01926 (W.D. Tex.).

116. "**Pro Rata**" means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of Allowed Claims or Interests in that Class, or the proportion that Allowed Claims or Interests in a particular Class bear to the aggregate amount of Allowed Claims and Disputed Claims or Allowed Interests and Disputed Interests in a particular Class and other Classes entitled to share in the same recovery as such Class under the Plan.

117. "**Priority Tax Claim**" means a Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

118. "**Professional**" means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

119. "**Professional Fee Claim**" means a Claim (a) by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred after the Petition Date and on or before the Effective Date under sections 328, 330, 331, or 503(b)(2) of the Bankruptcy Code, as applicable; or (b) by an OCP for compensation for services

rendered or reimbursement of expenses incurred after the Petition Date and on or before the Effective Date pursuant to the OCP Order.

120. "**Professional Fee Reserve Account**" means an interest-bearing reserve account established and funded by the Debtors prior to the Effective Date to satisfy the accrued but unpaid Professional Fee Claims of the Professionals.

121. "**Promissory Notes**" means (a) that certain *Promissory Note*, dated as of March 13, 2014, by and between NFP, as borrower, and Richard G. Eastland, as trustee of the Richard G. Eastland Appointment Trust Under Article 4 UW of Ann E. Spear, as lender, and (b) that certain *Promissory Note*, dated as of March 4, 2024, by and between NFP, as borrower, and Richard G. Eastland, as trustee of the 1990 Richard G. Eastland Generation-Skipping Trusts, as lender.

122. "**Promissory Notes Claims**" means the Claims against NFP arising out of the Promissory Notes.

123. "**Proof of Claim**" means a proof of Claim Filed against any of the Debtors in these Chapter 11 Cases.

124. "**Purchaser(s)**" means collectively, (a) the NFP Purchaser and (b) the CM Purchaser.

125. "**Reinstate**," "**Reinstated**," or "**Reinstatement**" means leaving a Claim Unimpaired under the Plan.

126. "**Related Party**" means collectively, with respect to any Entity, including each Released Party and Exculpated Party, such Entity's current, former and future Affiliates, member firms and associated entities, and with respect to each of the foregoing, their Affiliates, current and former directors, current and former managers, current and former officers, current and former equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns, subsidiaries, affiliates, managed accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, employees, agents, trustees, advisory board members, investment fund advisors or managers, investment managers, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

127. "**Release Opt-In**" means the box included in each of the Ballots and Notice of Non-Voting Status Packages, which permits both those Holders of Claims and Interests entitled to vote on the Plan and those not entitled to vote on the Plan the right to opt in to the Third Party Release set forth in Article IX.B. herein.

128. "**Released Party**" means collectively, and in each case in its capacity as such: (a) each Debtor; (b) the Plan Administrators; (c) the CM Purchaser; (d) the NFP Purchaser; (e) the Stalking Horse Purchaser; and (f) each Related Party of each Entity in clause (a) through clause (e). Notwithstanding the foregoing, the term "Released Party" shall not include any Non-Released Party.

129. "**Releasing Party**" means collectively: (a) each Released Party; (b) each Holder of a Claim or Interest that opts in to the Third Party Release provisions herein in accordance with this Plan; and (c) each Related Party of each Entity in clause (a) and (b) solely to the extent such

Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) and clause (b).

130. "**Remaining Assets**" means any assets of the Debtors not sold or transferred pursuant to the Sale Transactions.

131. "**Restructuring Transactions**" means any undertaking or action as may be necessary or appropriate to effectuate the transactions set forth in this Plan, including as more fully described in Article IV. herein.

132. "**Retained Claims and Causes of Action**" means a list of Claims and Causes of Action that shall be retained pursuant to the Plan. The Retained Claims and Causes of Action shall be Filed as a Plan Supplement document with the Bankruptcy Court prior to the Confirmation Hearing. For the avoidance of doubt, the Retained Claims and Causes of Action shall include the Post-Effective Date Debtors' Defense Rights, all causes of action related to the Debtors' Insurance Policies and Indemnification Obligations, all Claims and Causes of Action that are the subject of the Tolling Agreements, and all Claims and Causes of Action that the Debtors may have against the Eastland Family and the Eastland Trusts and each of their respective Related Parties.

133. "**Sale Documents**" means, collectively, (a) the CM APA and all agreements, documents, and instruments related thereto and (b) the NFP APA and all agreements, documents, and instruments related thereto.

134. "**Sale Proceeds**" means, collectively, the consideration received from the Sale Transactions as set forth in the respective purchase agreements, which shall include the Cash consideration received by the Debtors from (a) the CM Purchaser in connection with the CM Sale Transaction and (b) the NFP Purchaser in connection with the NFP Sale Transaction.

135. "**Sale Transactions**" means, collectively, (a) the CM Sale Transaction and (b) the NFP Sale Transaction.

136. "**Schedule of Assumed Executory Contracts and Unexpired Leases**" means a schedule of Executory Contracts and Unexpired Leases to be assumed and/or assigned pursuant to the Plan.

137. "**Schedules**" means, collectively, the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the Bankruptcy Rules, and the official bankruptcy forms, as the same may be amended, modified, or supplemented from time to time.

138. "**Solicitation Orde**r" means an order of the Bankruptcy Court approving the Disclosure Statement as providing "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code and establishing certain dates, deadlines, and procedures related to Confirmation of this Plan.

139. "**Stalking Horse Purchaser**" means [●], the purchaser that has agreed to purchase the [NFP Assets] under the Stalking Horse APA and assume certain liabilities of the sellers as specifically enumerated in the Stalking Horse APA, whether or not such party is the successful bidder at the auction.

140. "**Stalking Horse APA**" means that certain Asset Purchase Agreement (including all exhibits, schedules, and addenda thereto, as may be amended, amended and restated, supplemented, or modified from time to time), by and between [NFP] and the Stalking Horse

Purchaser. If the Stalking Horse Purchaser is the winning bidder, the Stalking Horse APA shall be the [NFP APA.]

141. "**Third Party Release**" means the release of Claims or Causes of Action provided by the Releasing Parties to the Released Parties, as set forth in Article IX.B. herein.

142. "**Tolling Agreements**" means those certain *Tolling Agreements* to be entered into by the Debtors, on the one hand, and the Eastland Family and the Eastland Trusts, on the other hand, tolling the statutory deadline for the Debtors or the Plan Administrators (as applicable) to object to Claims of the Eastland Family and Eastland Trusts and bring Causes of Action, including Avoidance Actions, against the Eastland Family and Eastland Trusts.

143. "**U.S. Trustee**" means the Office of the United States Trustee for the Southern District of Texas.

144. "**U.S. Trustee Statutory Fees**" means all 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.

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

146. "**Unimpaired**" means, with respect to a Claim or Class of Claims, not "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

147. "**Voting Deadline**" means [●], which is the date and time by which all Ballots to accept or reject the Plan must be received to be counted.

148. "**Wind Down**" means, following the closing of the Sale Transactions, the process to wind down and dissolve the Estates and sell or otherwise distribute any Remaining Assets in accordance with the Plan, as described in more detail in Article IV.G. herein.

149. "**Wind Down Amount**" means the amount of Cash determined by the Debtors and the Plan Administrators (as applicable), to be sufficient to fund the final Wind Down of the Post-Effective Date Debtors as set forth in Article IV herein, *plus* all U.S. Trustee Statutory Fees through the conclusion of the Wind Down.

150. "**Wind Down Reserve**" means a segregated deposit account/accounts or other Cash reserve that shall be funded with the Wind Down Amount and established to fund the post-Effective Date duties of the Post-Effective Date Debtors and the Plan Administrators that are set forth in the Plan for the Wind Down of the Post-Effective Date Debtors' Estates, the payments provided for under this Plan, and the satisfaction and closing of the Chapter 11 Cases; *provided*, that any excess funds remaining in the Wind Down Reserve following the completion of the Wind Down shall be promptly distributed to the Holders of Wrongful Death Claims and General Unsecured Claims until such Claims are paid in full and, thereafter, to Holders of Intercompany Claims and Holders of Existing Equity Interests in accordance with the terms of this Plan and applicable law.

151. "**Wrongful Death Claims**" means any Claim that has been asserted, or could be asserted, for personal injury, wrongful death, or survival against any Covered Party, that is attributable to, arises from, is based upon, relates to, or results, in whole or in part, directly, indirectly, or derivatively from the July 4, 2025 flood, including any such Claim that seeks monetary damages or any other relief, under any legal or equitable theory of liability, including,

but not limited to, the following: vicarious liability; respondeat superior, premises liability, any negligence-based or employment-based theory, including negligence, gross negligence, negligent hiring, negligent, insufficient, or inadequate supervision, retention, preparation, or misrepresentation, or any theory, including, without limitation, any theory based on public policy or any acts or failures to act by any Debtor or Covered Party for whom any Debtor is allegedly responsible. For the avoidance of doubt, the Wrongful Death Claims include all Claims asserted, that could be asserted, or that will be asserted in the Prepetition Lawsuits and all Claims held by the Additional Parties.

**B. Rules of Interpretation.**

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as "in this Plan," "of this Plan," "to this Plan," and "under this Plan," respectively. The words "includes" and "including" are not limiting. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the 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) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (4) unless otherwise specified, 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, modified, or supplemented in accordance with the Plan or Confirmation Order, as applicable; (5) any reference to an Entity as Holder of a Claim or Interest includes that Entity's successors and assigns; (6) subject to the provisions of any contract, charters, bylaws, partnership agreements, limited liability company agreements, operating agreements, or other Organizational Documents or shareholders' agreements, as applicable, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (7) any immaterial effectuating provisions may be interpreted by the Debtors or Plan Administrators in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other entity; and (8) 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 Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006(a) will apply. Any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter unless otherwise specified herein.

**D. Reference to Monetary Figures.**

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

**E. Controlling Document.**

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

## ARTICLE II.
## ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND STATUTORY FEES

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

**A. Administrative Claims.**

Except to the extent that a Holder of an Allowed Administrative Claim agrees to a different treatment, each Holder of an Allowed Administrative Claim (other than a Professional Fee Claim) shall receive, in full and final satisfaction of such Claim, (1) Cash in an amount equal to such Allowed Administrative Claim in accordance with the following: (a) if Allowed on or prior to the Effective Date, then on the Effective Date or as soon as reasonably practicable thereafter, (b) if not Allowed as of the Effective Date, then no later than forty-five (45) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or (c) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court; or (2) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

To the extent not already asserted in the Chapter 11 Cases pursuant to a timely filed proof of Claim in accordance with the Bar Date Order, all requests for allowance and payment of Administrative Claims (other than (1) Professional Fee Claims, (2) Claims asserted under section 503(b)(9) of the Bankruptcy Code (such Claims are subject to the General Bar Date), (3) U.S. Trustee Statutory Fees, (4) Administrative Claims that have been Allowed on or before the Effective Date, and (5) Administrative Claims that were already asserted in the Chapter 11 Case pursuant to a timely proof of Claim), must be filed and served on the Debtors or Plan Administrators, as applicable, and their counsel, so as to actually be received on or before the Administrative Claims Bar Date. The notice of the occurrence of the Effective Date shall set forth the Administrative Claims Bar Date and shall constitute notice thereof. The burden of proof for the allowance of Administrative Claims remains on the Holder of the Administrative Claims.

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

**B. Payment of Bid Protections.**

The Debtors' obligation to pay the NFP Bid Protections, if any, shall be allowed as an administrative expense claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, and in the event of an alternate transaction for the NFP Assets, the NFP Bid Protections shall constitute Allowed Administrative Claims with priority over any and all administrative expense claims of a kind specified in sections 503(b) and 507 of the Bankruptcy Code. The NFP Bid Protections shall be paid to the Stalking Horse Purchaser pursuant to the terms and conditions set forth in the Stalking Horse APA without need for further order of the Court.

**C. Professional Fee Claims.**

1. Final Fee Applications and Payment of Professional Fee Claims.

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

2. Administrative Claims of OCPs.

All requests for payment of Professional Fee Claims of OCPs shall be made pursuant to the OCP Order. To the extent any Professional Fee Claims of the OCPs have not been Allowed pursuant to the OCP Order on or before the Effective Date, the amount of Professional Fee Claims owing to the OCPs shall be paid in Cash to such OCPs by the Debtors or the Plan Administrators (as applicable) from the Professional Fee Reserve Account as soon as reasonably practicable after such Professional Fee Claims are Allowed pursuant to the OCP Order.

3. Post-Effective Date Fees and Expenses.

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

4. Professional Fee Reserve Account.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than two (2) Business Days before the Effective Date; *provided*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professionals' final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The Debtors shall fund and reserve the Professional Fee Reserve Account until payment in full of all Allowed Professional Fee Claims. If the Professional Fee Reserve Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, the remaining unpaid Allowed Professional Fee Claims shall be paid by the Plan Administrators as Allowed Administrative Claims. For the avoidance of doubt, the Professional Fee Reserve Account cannot be used to pay any Secured, Priority, or Administrative Claims until all Professional Fee Claims are satisfied or otherwise reserved for.

**D. Priority Tax Claims.**

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Allowed Priority Tax Claim or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

**E. U.S. Trustee Statutory Fees.**

All U.S. Trustee Statutory Fees due and payable, pursuant to 28 U.S.C. § 1930(a), prior to the Effective Date shall be paid by the Debtors (or the Disbursing Agent on behalf of each of the Debtors) on the Effective Date. On and after the Effective Date, the Plan Administrators or the Disbursing Agent shall pay any and all U.S. Trustee Statutory Fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each of the Debtors and the Plan Administrators, as applicable, shall remain obligated to File post-Confirmation quarterly reports and to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the U.S.

Trustee shall not be required to File a Proof of Claim or any other request for payment of quarterly fees.

## ARTICLE III.
## CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

### A. Classification of Claims and Interests.

1. Classification Generally. Except for the Claims addressed in Article II herein, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in another Class to the extent that any portion of the Claim or Interest qualifies within the description of such other Class. A Claim also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been otherwise paid, released, or satisfied at any time. Except as otherwise specifically provided for herein, the Confirmation Order or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law, in no event shall the aggregate value of all property received or retained under the Plan on account of an Allowed Claim exceed 100% of the underlying Allowed Claim.

2. Formation of Debtor Groups for Convenience Only. The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

3. Summary of Classification. The following table designates the Classes of Claims against and Interests in the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed or deemed to accept or reject this Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth below.

| Class | Claims and Interests | Status | Voting Rights |
|---|---|---|---|
| Class 1 | Other Priority Claims | Unimpaired | Not Entitled to Vote (Presumed to Accept) |
| Class 2 | Deposit Claims | Impaired | Entitled to Vote |

| | | | |
|---|---|---|---|
| Class 3 | Other Secured Claims | Unimpaired | Not Entitled to Vote (Presumed to Accept) |
| Class 4 | Wrongful Death Claims | Impaired | Entitled to Vote |
| Class 5 | General Unsecured Claims | Impaired | Entitled to Vote |
| Class 6 | Intercompany Claims | Impaired / Unimpaired | Not Entitled to Vote (Presumed to Accept or Deemed to Reject) |
| Class 7 | Intercompany Interests | Unimpaired | Not Entitled to Vote (Presumed to Accept) |
| Class 8 | Existing Equity Interests | Impaired | Not Entitled to Vote (Deemed to Reject) |

**B. Treatment of Claims and Interests.**

1. Class 1 – Other Priority Claims.

   a. *Classification*: Class 1 consists of all Other Priority Claims against the Debtors.

   b. *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim and the Debtors agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Other Priority Claim, each Holder thereof will receive: Cash in an amount equal to the Allowed amount of such Allowed Other Priority Claim as soon as reasonably practicable after the latest of (a) the Effective Date, (b) the date that such Claim becomes an Allowed Other Priority Claim, and (c) a date agreed to by the Holder of such Allowed Other Priority Claim.

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

2. Class 2 – Deposit Claims.

   a. *Classification*: Class 2 consists of all Deposit Claims against the Debtors.

   b. *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Deposit Claim and the Debtors agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Deposit Claim, each Holder thereof will receive at their election

i. Cash in an amount equal to the Allowed amount of such Allowed Deposit Claim as soon as reasonably practicable after the latest of (x) the Effective Date, (y) the date that such Claim becomes an Allowed Deposit Claim, and (z) a date agreed to by the Holder of such Allowed Deposit Claim; or

ii. If the Stalking Horse Purchaser (or another bidder electing to continue the camp) is the Purchaser for the Debtors' assets, transfer of the full amount of their Deposit Claim to the CM Purchaser or NFP Purchaser (as applicable), to be held by the CM Purchaser or NFP Purchaser (as applicable) in a segregated account and credited towards future camp sessions (the "**Deposit Election**").

c. *Voting*: Class 2 is Impaired, and Holders of Deposit Claims are entitled to vote to accept or reject the Plan. Holders of Deposit Claims shall have the opportunity to make the Deposit Election on the Class 2 Ballot.

3. Class 3 – Other Secured Claims.

a. *Classification*: Class 3 consists of all Other Secured Claims against the Debtors.

b. *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Secured Claim and the Debtors agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Other Secured Claim, each Holder thereof will receive: (a) payment in full in Cash; (b) delivery of the collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; or, (c) such other treatment rendering such Claim Unimpaired.

c. *Voting*: Class 3 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Other Secured Claims are not entitled to vote to accept or reject the Plan.

4. Class 4 – Wrongful Death Claims.

a. *Classification*: Class 4 consists of all Wrongful Death Claims against the Debtors.

b. *Treatment*: On the Lift Stay Date, except to the extent that a Holder of a Wrongful Death Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Claim, each Holder shall be permitted to litigate such Wrongful Death Claim against the Post-Effective Date Debtors by commencing, or recommencing, litigation in the forum where the Prepetition Lawsuits are pending against the Debtors. On the Lift Stay Date, the automatic stay shall be deemed modified, without further order of the Bankruptcy Court, to allow the Holder to proceed against the Post-Effective Date Debtors in the tort system for the sole purpose of liquidating his or her Wrongful Death Claim. Upon the entry of a Final Order containing a final judgment with respect to such Wrongful Death Claim, such Claim shall be deemed Allowed against the applicable Debtor in the amount provided in such Final Order. Upon the Allowance of a Wrongful Death Claim, or as soon as practicable thereafter, such Holder shall recover on account of such Allowed Wrongful Death Claim, in full and final satisfaction of the Allowed Wrongful Death Claim, as follows:

i. first, Pro Rata from such Cash, funds, or other property as may be available under the Debtors' Insurance Policies, until occurrence limits applicable to the Wrongful Death Claims under such Insurance Policies are fully exhausted; and

ii. second, Pro Rata (together with Holders of Allowed General Unsecured Claims) from the applicable GUC Escrow Account (as if such Holder was a member of Class 5) in an amount equal to the balance of such Allowed Wrongful Death Claim still remaining (if any) after such Holder recovers all Cash, funds, or other property from such applicable Insurance Policies.

c. In no event shall any Holder of an Allowed Wrongful Death Claim be entitled to receive more than one hundred percent (100%) of the Allowed amount of their respective Wrongful Death Claim.

d. *Voting*: Class 4 is Impaired, and Holders of Wrongful Death Claims are entitled to vote to accept or reject the Plan.

5. <u>Class 5 – General Unsecured Claims.</u>

a. *Classification*: Class 5 consists of all General Unsecured Claims against the Debtors, including any Excess Deposit Claims.

b. *Treatment*: On and after the Effective Date, except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment for such Holder, in full and final satisfaction of the Allowed General Unsecured Claim, each Holder thereof will receive its Pro Rata share (together with Holders of Allowed Wrongful Death Claims) of the applicable GUC Escrow Account; *provided*, that any General Unsecured Claim assumed by any Purchaser shall be deemed paid in full under the Plan and shall not be entitled to any recovery from the GUC Escrow Accounts.

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

6. <u>Class 6 – Intercompany Claims.</u>

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

b. *Treatment*: On the Effective Date, each Holder of an Allowed Intercompany Claim shall *have* its Claim Reinstated, set off, settled, distributed, contributed, cancelled, and released without any distribution on account of such Intercompany Claims, or such other treatment as is reasonably determined by the Plan Administrators. The Plan Administrators shall make such determination with respect to Intercompany Claims with regard to the treatment that is most beneficial to the Holders of General Unsecured Claims and Wrongful Death Claims.

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

7. <u>Class 7 – Intercompany Interests.</u>

a. *Classification*: Class 7 consists of all Intercompany Interests in the Debtors.

b. *Treatment*: The legal, equitable, and contractual rights of the Holders of Intercompany Interests are unaltered by the Plan and will remain effective and outstanding for administrative convenience and shall be owned and held by the same applicable Entity that held and/or owed such Intercompany Interests immediately prior to the Effective Date, subject to the powers of the Plan Administrators to merge, dissolve, liquidate, or take such other similar action with respect to such Post-Effective Date Debtors as set forth in Article IV.G. of the Plan. No property will be distributed to the Holders of Intercompany Interests on account of such Interests under the Plan.

c. *Voting*: Intercompany Interests in Class 7 are Unimpaired. Holders of Class 7 Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. <u>Class 8 – Existing Equity Interests.</u>

a. *Classification*: Class 8 consists of all Existing Equity Interests.

b. *Treatment*: On the Effective Date, all Existing Equity Interests shall be discharged, cancelled, released, and extinguished under the Plan, and each Holder of Existing Equity Interests will not receive any recovery on account of their Existing Equity Interests under the Plan. On the Effective Date, one limited partnership interest in MCFP (the "**New MCFP Equity Interests**") and one membership interest in MCM (the "**New MCM Equity Interests**") shall be issued to each of the Plan Administrators to hold as custodians for the benefit of former Holders of Existing Equity Interests in the event that all Allowed Claims have been satisfied in full in accordance with the Bankruptcy Code and this Plan. Unless otherwise determined by the Plan Administrators, on the date that all Chapter 11 Cases of the Debtors have been closed in accordance with the Plan, the New MCM Equity Interests and the New MCFP Equity Interests issued on the Effective Date shall be deemed cancelled and of no further force and effect provided that such cancellation does not adversely impact the Debtors' Estates.

c. *Voting*: Existing Equity Interests in Class 8 are Impaired. Holders of Class 8 Existing Equity Interests are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

**C. Reservation of Rights Regarding Claims.**

Except as otherwise provided in this Plan or in other Final Orders of the Bankruptcy Court, nothing shall affect the rights or defenses of the Debtors or Plan Administrators, as applicable, whether legal or equitable, with respect to any Claim, including all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

**D. Elimination of Vacant Classes.**

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

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

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

**F. Controversy Concerning Impairment.**

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

**G. Subordination of Claims.**

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

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

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

1126(g) of the Bankruptcy Code. The Debtors reserve the right to request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any voting Class that votes to reject the Plan.

**I. Insurance.**

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

**J. Postpetition Interest on Claims.**

Except as required by applicable bankruptcy law, postpetition interest shall not accrue or be payable on account of any Claim.

## ARTICLE IV.
## MEANS FOR IMPLEMENTATION OF THE PLAN

**A. General Settlement of Claims and Interests.**

Pursuant to section 1123(b)(3) of the Bankruptcy Code, and in consideration for the distributions, releases, and other benefits provided pursuant to this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest Holder may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise and settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of such Claims and Interests, and is fair, equitable, and reasonable.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the provisions of the Plan will constitute a good faith compromise and settlement of all Claims held by each Debtor and the Releasing Parties. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such Claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors and their Estates, and is fair, equitable and reasonable. Notwithstanding any other provision in the Plan, the settlements are approved among the parties that have agreed to them and any other party who has expressly entered into a written settlement, and the treatment of Claims and Interests is being afforded pursuant to Confirmation by satisfying the requirements of section 1129 of the Bankruptcy Code.

**B. Vesting of Assets and Causes of Action in the Post-Effective Date Debtors.**

On the Effective Date, except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all Remaining Assets of each Debtor and any property acquired by any of the Debtors, including all Retained Claims and Causes of Action and all Executory Contracts and Unexpired Leases assumed, but not assigned, by any of the Debtors, shall vest in each respective Post-Effective Date Debtor free and clear of all Claims, interest, charges, Liens, or other encumbrances.

Subject to the terms of this Plan, on and after the Effective Date, the Plan Administrators may use, acquire, and dispose of the Remaining Assets, and may prosecute, compromise, or settle any Retained Claims and Causes of Action (other than the Post-Effective Date Debtors' Defense Rights) without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order.

On and after the Effective Date, each Post-Effective Date Debtor shall retain all rights to assert, pursue, settle, or otherwise dispose of the Post-Effective Date Debtors' Defense Rights.

No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Plan Administrators or the Post-Effective Date Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it.

**C. Continued Corporate Existence; Corporate Action.**

Except as otherwise provided in the Plan, the Debtors, as Post-Effective Date Debtors, shall continue to exist on and after the Effective Date as separate legal entities with all of the powers available to such legal entities under applicable law and pursuant to their Organizational Documents, without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with applicable law. To the extent such documents are amended on or prior to the Effective Date, such documents are deemed to be amended pursuant to the Plan without any further notice to or action, order, or approval of the Bankruptcy Court.

The Debtors' Estates shall continue in existence after the Effective Date solely for the purposes of (1) winding down the Debtors' affairs as expeditiously as reasonably possible and liquidating any Remaining Assets held by the Debtors, if any, (2) pursuing the Retained Claims and Causes of Action, (3) filing appropriate tax returns, and (4) taking such actions as necessary to administer the Plan in an efficacious manner.

On and after the Effective Date, the Post-Effective Date Debtors and the Plan Administrators may take any action, including, without limitation, the use, acquisition, sale, lease and disposition of property; and the entry into transactions, agreements, understandings, or arrangements, whether in or other than in the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers or otherwise in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as expressly provided herein.

**D. Dissolution of the Debtors.**

Following satisfaction of the Debtors' distribution and funding requirements set forth in the Plan, the Post-Effective Date Debtors shall be dissolved for all purposes unless the Plan Administrators determine that dissolution may have any adverse impact on the Remaining Assets. Subject in all respects to the terms of this Plan, the Plan Administrators shall have the power and authority to take any action necessary to wind down and dissolve any of the Post-Effective Date Debtors, and may: (1) file a certificate of dissolution for any of the Post-Effective Date Debtors, together with all other necessary corporate and company documents, to effect the dissolution of each Post-Effective Date Debtor under the applicable Laws of the state of Texas; and (2) complete and file all final or otherwise required federal, state, and local tax returns and shall pay taxes required to be paid for any of the Debtors, and pursuant to Bankruptcy Code section 505(b), request an expedited determination of any unpaid tax liability of any of the Debtors or their Estates for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax Laws. The filing by the Plan Administrators of any of the Post-Effective Date Debtors' certificate of dissolution shall be authorized and approved in all respects without further action under applicable Law, regulation, order, or rule. The Plan Administrators shall submit to the appropriate governmental agencies a copy of the Confirmation Order, which Confirmation Order shall suffice for purposes of obtaining a certificate of dissolution from the Texas Secretary of State.

Without limiting the foregoing, on the Effective Date, the Plan Administrators shall be authorized to act on behalf of the Estates, provided that the Plan Administrators shall have no duties other than as expressly set forth in the Plan Administrator Agreement, Plan, or the Confirmation Order.

**E. Plan Administrators.**

1. Appointment of Plan Administrators. The Plan Administrators' retention shall commence on the Effective Date and shall continue until: (a) the Bankruptcy Court enters an order closing the Chapter 11 Cases, unless otherwise set forth in such order; (b) the Bankruptcy Court enters an order removing the Plan Administrators for cause; or (c) the Plan Administrators voluntarily resign, upon notice filed with the Bankruptcy Court, and a successor to the resigning Plan Administrator is appointed in accordance with the Plan. The Plan Administrators shall be the sole officers of the Post-Effective Date Debtors. As of the Effective Date, the NFP Plan Administrator shall be appointed to the Governing Body of each of NFP and MCM. As of the Effective Date, the CM Plan Administrator shall be appointed to the Governing Body of each of CM and MCM. The powers, rights and responsibilities of the Plan Administrators shall be as specified in the Plan Administrator Agreement and Plan and shall include the authority and responsibility to fulfill the items identified in this Article IV.E. of the Plan.

2. Authority. On and after the Effective Date, the Plan Administrators shall carry out the functions set forth in this Article IV.E. of the Plan and may take such actions without supervision or approval by the Bankruptcy Court or the Governing Bodies of the Post-Effective Date Debtors and free of any restrictions of the Bankruptcy Code and the Bankruptcy Rules, other than any restrictions expressly imposed by the Plan, the Confirmation Order or the Plan Administrator Agreement. Such functions shall include any and all powers and authority to:

a. effectuate the Plan, including the prosecution and any other disposition of all litigation related to any appeals with respect to the approval and/or implementation of the Plan;

b. except to the extent a Claim (i) is a Wrongful Death Claim or (ii) has been previously Allowed, control and effectuate the Claims reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;[2]

c. make Distributions to Holders of Allowed Claims in accordance with this Plan;

d. wind up the affairs of the Debtors, if and to the extent necessary, including taking any steps to dissolve, liquidate, bankrupt, or take other similar action with respect to each Debtor, including by terminating the corporate or organizational existence of each such Debtor;

e. exercise their reasonable business judgment to direct and control the Wind Down, including the liquidation, sale and/or abandonment of any Remaining Assets, under this Plan and in accordance with applicable law as necessary to maximize Distributions to Holders of Allowed Claims;

f. marshal, market for sale, and wind down any of the Remaining Assets;

g. serve as a director or manager, as applicable, and sole officer of each Debtor after the Effective Date until such time as such Debtor is dissolved and take any actions necessary to effectuate the terms of the Plan and the Plan Administrator Agreement in such capacities;

h. open and maintain bank accounts on behalf of or in the name of the Post-Effective Date Debtors;

i. fund the Wind Down Reserve;

j. establish and fund the GUC Escrow Accounts;

k. determine, from time to time, whether the amounts available in the Wind Down Reserve are in excess of the amount necessary to satisfy the purpose for which such reserve was established and amend, modify, or supplement the Wind Down Amount accordingly. If the Plan Administrators, collectively, determine that a surplus exists in the Wind Down Reserve as of the date of such determination, the Plan Administrators may transfer such surplus amount to the GUC Escrow Accounts (in proportion to the amount each Debtor contributed to such reserve) for distribution in accordance with the Plan;

l. maintain the books and records and accounts of the Post-Effective Date Debtors;

m. administer each Debtor's tax obligations, including filing tax returns and other reports (including any amended returns or claims for refund), paying tax obligations and representing the interest and account of each Debtor or its Estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding, audit or examination;

[2] For the avoidance of doubt, on and after the Lift Stay Date, the Governing Bodies of the Post-Effective Date Debtors and the Individual Defendants shall retain the right to defend the Wrongful Death Claims in the appropriate forum.

n. prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrators as described herein;

o. other than the Post-Effective Date Debtors' Defense Rights, prosecute all Retained Claims and Causes of Action on behalf of the Debtors, elect not to pursue any Retained Claims and Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Retained Claims and Causes of Action, as the Plan Administrators may determine is in the best interests of the Debtors and their Estates;

p. retain professionals to assist in performing their duties under the Plan;

q. incur and pay reasonable and necessary expenses in connection with the performance of duties under this Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrators;

r. prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors that are required hereunder, by any Governmental Unit, or applicable law;

s. enter into and consummate any transactions for the purpose of dissolving the Debtors;

t. purchase and carry all insurance policies reasonably necessary or advisable and pay all associated insurance premiums and costs;

u. invest Cash, as available, and any income earned thereon;

v. pay statutory fees in accordance with Article II.E. of the Plan;

w. perform other duties and functions that are consistent with the implementation of the Plan; and

x. close the Chapter 11 Cases.

3. Indemnification. The Post-Effective Date Debtors and their Estates shall indemnify and hold harmless the Plan Administrators, solely in their capacities as such, for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrators' bad faith, gross negligence, willful misconduct, or criminal conduct. Prior to the Effective Date, the Debtors shall execute and deliver the Plan Administrator Agreements, which may include reasonable and customary indemnification provisions for the benefit of the Plan Administrators.

**F. Restructuring Transactions.**

1. General Authorization for Restructuring Transactions.

a. The transactions contemplated in this Plan and the consideration received in connection therewith, shall be structured in a manner that (a) minimizes any current taxes payable as a result of the consummation of such transactions and (b) optimizes the tax efficiency (including, but not limited to, by way of the preservation or enhancement of favorable tax attributes) of such transactions to the Debtors and the Purchasers.

b. The Debtors or Plan Administrators, as applicable, may, in their discretion, take such action as permitted by applicable law, including those the Debtors or Plan Administrators determine are reasonable, necessary or appropriate to effectuate the Plan, including: (a) the execution and delivery of any appropriate agreements or other documents of formation, merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable law; (b) 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 this Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state law; (d) such other transactions that are required to effectuate this Plan; (e) all transactions necessary to provide for the purchase of some or all of the assets of, or Interests in the Debtors, which purchase may be structured as a taxable transaction for United States federal income tax purposes; (f) all actions that the applicable Entities determine to be necessary to obtain the requisite regulatory approvals to effectuate this Plan; (g) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; and (h) all other actions that the applicable Entities determine to be necessary, including making filings or recordings that may be required by applicable law in connection with this Plan, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state and federal or foreign law or such consent or consultation rights as set forth in the Plan).

c. The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

d. The Confirmation Order shall authorize the Debtors and the Post-Effective Date Debtors, as applicable, to undertake the Restructuring Transactions contemplated herein, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

2. <u>Sale of NFP Assets Under Section 1123 of the Bankruptcy Code.</u>

a. *Authorization of Sale*. Pursuant to sections 363(f), 1123(a)(5), 1123(b)(4), 1141(c), and 1142(b) of the Bankruptcy Code, NFP is authorized to consummate the NFP Sale Transaction with the NFP Purchaser in accordance with the terms hereof. The NFP Sale Transaction constitutes a sale of all or substantially all of the property of the Debtor's Estate.

b. *Approval and Binding Effect*. The Confirmation Order shall approve the NFP Sale Transaction, and such approval shall be binding on the Debtors, their Estates, the NFP Purchaser, all Holders of Claims and Interests, and all other parties in interest, whether or not such parties have objected to the Plan or the NFP Sale Transaction.

c. *Transfer Free and Clear*. Upon Confirmation, pursuant to sections 363(f), 1123(a)(5)(D), and 1141(c) of the Bankruptcy Code, this Plan, and the Confirmation Order, the

NFP Assets shall be transferred to and vest in the NFP Purchaser free and clear of all Liens, Claims, Interests, and other encumbrances of any kind or nature whatsoever to the maximum extent permitted by applicable law, with any such Liens, Claims, Interests, and other encumbrances to attach to the Sale Proceeds with the same validity, priority, and extent they had in the NFP Assets immediately prior to Confirmation.

d. *Closing of NFP Sale Transaction.* Upon entry of the Confirmation Order, the Debtors are authorized to consummate the NFP Sale Transaction with the NFP Purchaser, in accordance with the terms of the NFP APA, and all matters provided for under the NFP APA and this Plan, and any documents in connection herewith and therewith, shall be deemed authorized and approved without any requirement of further act or action by the Debtors, the Debtors' Governing Bodies, or any other Entity or Person. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by the NFP APA and this Plan, as well as to execute, deliver, file, record, and issue any note, documents, or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity. For the avoidance of doubt, following the Effective Date, all Holders of Claims (whether Allowed or otherwise) shall be forever barred, estopped, and enjoined from bringing any Claims against, or seeking recovery on account of such Claims from the NFP Purchaser.

e. *No Successor Liability; No Merger*. The transfer of the NFP Assets to the NFP Purchaser and the consummation of the NFP Sale Transaction (including any individual elements of the NFP Sale Transaction), except as otherwise explicitly set forth in the NFP APA, shall not subject the NFP Purchaser to any liability whatsoever, with respect to the Debtors or the operation of the Debtors' business prior to the closing of the NFP Sale Transaction or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or any foreign jurisdiction, based, in whole or in part, directly or indirectly, in any theory of law or equity including any laws affecting successor, transferee, vicarious liability, environmental, revenue, pension, ERISA, tax, labor, employment or benefits, de facto merger, business continuation, substantial continuity, alter ego, derivative, transferee, veil piercing, escheat, continuity of enterprise, mere continuation, or other applicable law, rule, or regulation (including filing requirements under any such law, rule, or regulation), or theory of liability, whether legal, equitable, or otherwise. The NFP Purchaser is not, and shall not be deemed to be, a successor to the Debtors or their Estates by reason of any theory of law or equity, and the NFP Purchaser shall not assume or in any way be responsible for any liability or obligation of the Debtors and/or their Estates except to the extent explicitly provided in the NFP APA. Without limiting the generality of the foregoing, and except as otherwise expressly provided in the Confirmation Order or in the NFP APA, the NFP Purchaser shall not be subject to successor or vicarious liabilities or theory of liability, whether known or unknown as of the Effective Date, now existing or hereafter arising, whether fixed or contingent. The NFP Purchaser is not, and the consummation of the NFP Sale Transaction will not render the NFP Purchaser, a "successor" to, a mere continuation, or an alter ego of any Debtor or its Estate, and the NFP Purchaser is not holding itself out as a mere continuation, a "successor" to, or an alter ego of the Debtors or their Estates, enterprise, or operations, and there is no continuity or common identity between the NFP Purchaser and the Debtors by reason of any theory of law or equity. Accordingly, the NFP Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of the NFP Purchaser with or into the Debtors or their Estates and the NFP Purchaser is not, and shall not be deemed to be, a successor to the Debtors or their Estates as a result of the consummation of the NFP Sale Transaction.

f. *Good Faith Purchaser*. The Confirmation Order shall provide that the NFP Purchaser is a purchaser of the NFP Assets in good faith and is entitled to all protections available under applicable law, including protections afforded by section 363(m) of the Bankruptcy Code, to the fullest extent permitted.

g. *Closing*. On the Effective Date, or a later date agreed to by the Debtors and the NFP Purchaser, the Debtors shall consummate the NFP Sale Transaction with the NFP Purchaser, in accordance with the terms of the NFP APA, this Plan, and the Confirmation Order. On and after the Effective Date, except as otherwise provided in the Plan, the NFP Purchaser may operate its businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

3. <u>Sale of CM Assets Under Section 1123 of the Bankruptcy Code.</u>

a. *Authorization of Sale*. Pursuant to sections 363(f), 1123(a)(5), 1123(b)(4), 1141(c), and 1142(b) of the Bankruptcy Code, CM is authorized to consummate the CM Sale Transaction with the CM Purchaser in accordance with the terms hereof. The CM Sale Transaction constitutes a sale of all or substantially all of the property of the Debtor's Estate.

b. *Approval and Binding Effect*. The Confirmation Order shall approve the CM Sale Transaction, and such approval shall be binding on the Debtors, their Estates, the CM Purchaser, all Holders of Claims and Interests, and all other parties in interest, whether or not such parties have objected to the Plan or the CM Sale Transaction.

c. *Transfer Free and Clear*. Upon Confirmation, pursuant to sections 363(f), 1123(a)(5)(D), and 1141(c) of the Bankruptcy Code, this Plan, and the Confirmation Order, the CM Assets shall be transferred to and vest in the CM Purchaser free and clear of all Liens, Claims, Interests, and encumbrances of any kind or nature whatsoever to the maximum extent permitted by applicable law, with any such Liens, Claims, Interests, and encumbrances to attach to the Sale Proceeds with the same validity, priority, and extent they had in the CM Assets immediately prior to Confirmation.

d. *Closing of* CM *Sale Transaction.* Upon entry of the Confirmation Order, the Debtors are authorized to consummate the CM Sale Transaction with the CM Purchaser, in accordance with the terms of the CM APA, and all matters provided for under the CM APA and this Plan, and any documents in connection herewith and therewith, shall be deemed authorized and approved without any requirement of further act or action by the Debtors, the Debtors' Governing Bodies, or any other Entity or Person. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by the CM APA and this Plan, as well as to execute, deliver, file, record, and issue any note, documents, or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity. For the avoidance of doubt, following the Effective Date, all Holders of Claims (whether Allowed or otherwise) shall be forever barred, estopped, and enjoined from bringing any Claims against, or seeking recovery on account of such Claims from the CM Purchaser.

e. *No Successor Liability; No Merger*. The transfer of the CM Assets to the CM Purchaser and the consummation of the CM Sale Transaction (including any individual elements of the CM Sale Transaction), except as otherwise explicitly set forth in the CM APA, shall not subject the CM Purchaser to any liability whatsoever, with respect to the Debtors or the operation of the Debtors' business prior to the closing of the CM Sale Transaction or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or any foreign jurisdiction, based, in whole or in part, directly or indirectly, in any theory of law or equity including any laws affecting successor, transferee, vicarious liability, environmental, revenue, pension, ERISA, tax, labor, employment or benefits, de facto merger, business continuation, substantial continuity, alter ego, derivative, transferee, veil piercing, escheat, continuity of enterprise, mere continuation, or other applicable law, rule, or regulation (including filing requirements under any such law, rule, or regulation), or theory of liability, whether legal, equitable, or otherwise. The CM Purchaser is not, and shall not be deemed to be, a successor to the Debtors or their Estates by reason of any theory of law or equity, and the CM Purchaser shall not assume or in any way be responsible for any liability or obligation of the Debtors and/or their Estates except to the extent explicitly provided in the CM APA. Without limiting the generality of the foregoing, and except as otherwise expressly provided in the Confirmation Order or in the CM APA, the CM Purchaser shall not be subject to successor or vicarious liabilities or theory of liability, whether known or unknown as of the Effective Date, now existing or hereafter arising, whether fixed or contingent. The CM Purchaser is not, and the consummation of the CM Sale Transaction will not render the CM Purchaser, a "successor" to, a mere continuation, or an alter ego of any Debtor or its Estate, and the CM Purchaser is not holding itself out as a mere continuation, a "successor" to, or an alter ego of the Debtors or their Estates, enterprise, or operations, and there is no continuity or common identity between the CM Purchaser and the Debtors by reason of any theory of law or equity. Accordingly, the CM Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of the CM Purchaser with or into the Debtors or their Estates and the CM Purchaser is not, and shall not be deemed to be, a successor to the Debtors or their Estates as a result of the consummation of the CM Sale Transaction.

f. *Good Faith Purchaser*. The Confirmation Order shall provide that the CM Purchaser is a purchaser of the CM Assets in good faith and is entitled to all protections available under applicable law, including protections afforded by section 363(m) of the Bankruptcy Code, to the fullest extent permitted.

g. *Closing*. On the Effective Date, or a later date agreed to by the Debtors and the CM Purchaser, the Debtors shall consummate the CM Sale Transaction with the CM Purchaser, in accordance with the terms of the CM APA, this Plan, and the Confirmation Order. On and after the Effective Date, except as otherwise provided in the Plan, the CM Purchaser may operate its businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

**G. Wind Down.**

After the Effective Date, pursuant to the Plan, the Plan Administrators shall effectuate the Wind Down without any further approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

After the Effective Date, the Plan Administrators shall, subject to applicable non-bankruptcy law and consistent with the implementation of the Plan, cause each Post-Effective Date Debtor to merge, dissolve, liquidate, or take such other similar action with respect to such Post-Effective Date Debtor (including the adjustment, settlement, or cancellation, of all Intercompany

Claims, Intercompany Interests, and Existing Equity Interests (as applicable) of the applicable Post-Effective Date Debtor, each in accordance with the terms of the Plan) and complete the winding up of such Estate as expeditiously as practicable without the necessity for any other or further corporate actions to be taken by or on behalf of such Estate or its Interest Holders, or any payments to be made in connection therewith subject to the filing of a certificate of cancellation, a certificate of dissolution, or such other instrument as may be necessary or appropriate under applicable law to effectuate the dissolution of the applicable Post-Effective Date Debtor with the appropriate Governmental Unit. The Plan Administrators may, to the extent required by applicable non-bankruptcy law, maintain each Post-Effective Date Debtor as a corporate entity in good standing until such time as such Post-Effective Date Debtor is dissolved or merged out of existence in accordance with the Plan. After all Disputed Claims have been resolved (or appropriate amounts reserved), and all distributions required to be made by a Debtor under the Plan have been made, the applicable Plan Administrator shall expeditiously dissolve such Post-Effective Date Debtor.

The Debtors, Post-Effective Date Debtors, and Plan Administrators, as applicable, may take such action as permitted by applicable law, including those the Plan Administrators determine, in their discretion, are reasonable, necessary or appropriate to effectuate the Plan, including: (1) the execution and delivery of merger, consolidation, restructuring, financing, conversion, disposition, transfer, dissolution, transition services, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law; (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 this Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates of cancellation, certificates of dissolution, or such other instruments for merger, consolidation, or arrangement pursuant to applicable state law; (4) such other transactions that are required to effectuate this Plan; (5) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; and (6) all other actions that the Plan Administrators determine to be necessary, including making filings or recordings that may be required by applicable law in connection with this Plan, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state and federal or foreign law).

On and after the Effective Date, except as otherwise provided in this Plan, the Plan Administrators may use, acquire, or dispose of property and maintain, prosecute, abandon, compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, subject only to those restrictions expressly imposed by this Plan or the Confirmation Order, as well as the documents and instruments executed and delivered in connection therewith, including the documents, exhibits, instruments, and other materials comprising the Plan Supplement.

At the conclusion of the Wind Down any residual funds remaining in the Wind Down Reserve following the completion of the Wind Down shall be promptly distributed to the Holders of Wrongful Death Claims and General Unsecured Claims until such Claims are paid in full and, thereafter, to Holders of Intercompany Claims and Holders of Existing Equity Interests in accordance with the terms of this Plan and applicable law; *provided,* that, such residual funds shall be distributed to the creditors of each Debtor in proportion to the amount each Debtor contributed to the reserve.

**H. Sources of Consideration for Plan Distributions.**

The Debtors or the Plan Administrators (as applicable) shall fund the transactions and distributions under the Plan from (1) Available Cash, (2) proceeds from the Sale Transactions, and (3) net proceeds from the monetization of the Remaining Assets. Each distribution and issuance referred to in this Article IV of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

**I. Cancellation of Existing Securities Agreements.**

Except to the extent necessary to evidence the Holder's right to receive payment pursuant to the terms of this Plan, all existing security interests and/or Liens and/or any other side letter, fee letter, credit document, agreement, and other document shall be automatically released, discharged, terminated, and of no further force and effect as of the Effective Date, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or any requirement of further action, vote, or other approval or authorization by any Person. The Holders of or parties to such instruments, agreements, side letters, fee letters, and other documents shall retain their rights vis-à-vis each other but shall have no rights against the Debtors or the Post-Effective Date Debtors, as applicable, arising from or relating to such instruments, certificates, agreements, side letters, fee letters, and other documents or the cancellation thereof, except the rights provided pursuant to this Plan and the Confirmation Order.

Notwithstanding the foregoing, any provision in any document, instrument, lease, or other agreement that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, the Debtors as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in the Plan shall be deemed null and void and shall be of no force and effect solely in connection with such cancellations, terminations, satisfactions, releases or discharges. Nothing contained in the Plan shall be deemed to cancel, terminate, release, or discharge the obligation of the Debtors or any of their counterparties under (1) any Executory Contract or Unexpired Lease to the extent such Executory Contract or Unexpired Lease has been assumed by the Debtors pursuant to a Final Order of the Court or hereunder or (2) any Claims or Interests that are Reinstated pursuant to the terms of the Plan.

**J. Effectuating Documents; Further Transactions.**

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

**K. Section 1146 Exemption from Certain Taxes and Fees.**

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor or to or from any other Person) of property under this Plan or pursuant to: (1) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the Sale Transactions and any agreement, acquisition, or transaction entered into by a Purchaser or any of its affiliates in connection with the Sale Transactions or in furtherance thereof, including any acquisitions of real or personal property by a Purchaser or its affiliates from one or more of the Debtors' creditors in connection with consummation of the Sale Transactions or from other parties in connection with the closing of the Sale Transactions and/or integral to the financing thereof; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax, fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forgo the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

**L. Authority to Act.**

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

**M. Separate Plans.**

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

**N. Directors and Officers.**

As of the Effective Date, the Plan Administrators shall act as the sole officers, directors, managers, and Governing Body, as applicable, of MCM and MCFP with respect to their affairs, and the Persons acting as officers, directors, managers, and Governing Body, as applicable, of MCM and MCFP shall be deemed to have resigned.

Except as otherwise set forth in the Plan Supplement, on the Effective Date, the Persons acting as directors or managers of CM and NFP shall continue to serve as part of the Governing Body of the applicable Post-Effective Date Debtor.

On the Effective Date, the NFP Plan Administrator shall be appointed (1) as the sole officer of NFP and (2) to the Governing Body of NFP in accordance with the terms of NFP's New Organizational Documents and vested with the necessary authority to carry out all actions contemplated by this Plan without the need for further approval by the Governing Body of NFP.

On the Effective Date, the CM Plan Administrator shall be appointed (1) as the sole officer of CM and (2) to the Governing Body of CM in accordance with the terms of CM's New Organizational Documents and vested with the necessary authority to carry out all actions contemplated by this Plan without the need for further approval by the board of managers of CM.

On the Effective Date, the Persons acting as officers of CM and NFP shall be deemed to have resigned, solely in their capacities as such.

From and after the Effective Date, the Plan Administrators shall act for the Post-Effective Date Debtors in accordance with their respective powers as conferred under this Plan and pursuant to the Plan. For the avoidance of doubt, the foregoing shall not limit the authority of the Plan Administrators, as applicable, to continue the employment of any former officer, including pursuant to any transition services agreement entered into in connection therewith.

## ARTICLE V.
## TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

**A. Assumption and Rejection of Executory Contracts and Unexpired Leases.**

On the Effective Date, except as otherwise provided herein (which exclusion includes the Insurance Policies), all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those Executory Contracts or Unexpired Leases that are (1) the subject of a motion to assume that is pending on the Confirmation Date, (2) set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, or (3) subject to an unresolved Cure dispute as of the Effective Date and shall be assumed, assumed and assigned, or rejected, as applicable, upon the resolution of such Cure dispute in accordance with the Sale Transactions.

Unless otherwise indicated, all assumptions, assumptions and assignments, and rejections of Executory Contracts and Unexpired Leases in this Plan will be effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to this Plan, or by Bankruptcy Court order, will transfer to and be fully enforceable by the applicable Post-Effective Date Debtor or its assignees in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court. Notwithstanding the foregoing paragraph or anything to the contrary herein, the Debtors reserve the right to supplement the Schedule of Assumed Executory Contracts and Unexpired Leases prior to the Effective Date.

**B. Assumed Contracts.**

1. Anti-Assignment and Acceleration Provisions Void and Unenforceable.

With respect to the Assumed Contracts, subject to the payment of any applicable cure costs, any provision in any such agreement that:

a. prohibits, restricts, or conditions the assumption and/or assignment, or purports to prohibit, restrict, or condition the assumption and/or assignment (including any "change of control" provision) of such agreement or allows any party to such agreement to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assumption and/or assignment of such agreement constitutes an unenforceable anti-assignment and/or discrimination provision and is void and of no force and effect.

b. provides for modification, breach, or termination, or deemed modification, breach, or termination on account of or related to any of the following: (i) the commencement or continuation of the Chapter 11 Case, (ii) the insolvency or financial condition of the Debtors at any time, (iii) the Debtors' assumption and/or assignment of such agreement, (iv) a change of control or similar occurrence, or (v) the consummation of this Plan, such provision is modified so as not to entitle the non-Debtor party thereto to prohibit, restrict, or condition assumption and/or assignment, to modify, terminate, or declare a breach or default under such agreement, or to exercise any other breach- or default-related rights or remedies with respect thereto, including any provision that purports to allow the non-Debtor party thereto to terminate or recapture such agreement, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith.

Upon the Debtors' assumption of an Executory Contract or Unexpired Lease, as of the Effective Date pursuant to this Plan, no default or other unperformed obligations of any Debtor arising on or prior to the Effective Date shall exist, and each non-Debtor party is forever barred, estopped, and permanently enjoined from (i) declaring a breach or default under such agreement for any act or omission occurring on or prior to the Effective Date, (ii) raising or asserting against the Debtors, their Estates or the Post-Effective Date Debtors, or the assets or property of any of them, any fee, default, termination, breach, Cause of Action, or condition arising under or related to the agreement based upon a fact or circumstance that occurred on or prior to the Effective Date, or (iii) taking any other action as a result of the Debtors' financial condition, bankruptcy, or failure to perform any of their obligations under the agreement. Each non-Debtor party to such an agreement is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or the Post-Effective Date Debtors, or the assets or property of any of them, any breach, default, or Cause of Action arising out of any indemnity or other obligation or warranties for acts, omissions, or occurrences arising or existing on or prior to the Effective Date and (ii) imposing or charging any rent accelerations, assignment fees, increases, or any other fees or charges as a result of assumption of the agreement.

Any Entity that may have had the right to consent to the assumption and/or assignment of an Executory Contract or Unexpired Lease has consented to such assumption and/or assignment for purposes of section 365 of the Bankruptcy Code if such Entity failed to object timely to the assumption of such agreement.

2. Cure Defaults Under Assumed Contracts.

Any monetary defaults under each Assumed Contract shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Assumed Contracts may otherwise agree. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. Any objection by a contract or lease counterparty to a proposed assumption or related Cure must be filed and served in accordance with the Solicitation Order. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure shall be deemed to have assented to such assumption or Cure.

Assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall, upon satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged without further notice to or action, order, or approval of the Bankruptcy Court.

**C. Claims Based on Rejection of Executory Contracts or Unexpired Leases.**

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order results in a Claim, then, unless otherwise ordered by the Court, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Estates, the Plan Administrators, or any of their respective assets and properties unless a Proof of Claim is Filed with the Notice and Solicitation Agent and served upon counsel to the Plan Administrators within thirty (30) days of the Effective Date.

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

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

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

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

**E. Contracts and Leases Entered Into After the Petition Date.**

Contracts and leases entered into after the Petition Date by the Debtors, including any Executory Contracts and Unexpired Leases assumed by the Debtors, shall be performed by the contracting Debtor or Post-Effective Date Debtor, as applicable, liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) shall survive and remain unaffected by entry of the Confirmation Order.

**F. Insurance Policies.**

For the avoidance of doubt and notwithstanding anything in the Plan to the contrary, all of the Debtors' Insurance Policies in force and not expired by their terms on the Effective Date and any agreements, documents, or instruments relating thereto will continue in accordance with their terms and, to the extent applicable, are treated as, and deemed to be, Executory Contracts under the Plan. Except as otherwise set forth in this Plan or in the Plan Supplement, on the Effective Date, pursuant to section 365(a) of the Bankruptcy Code, each Debtor shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto.

Nothing in the Plan will affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Post-Effective Date Debtors under such Insurance Policies in any manner, and such insurance carriers, the insureds, the Debtors, Post-Effective Date Debtors, and Plan Administrators will retain all rights and defenses under such insurance policies.

For the avoidance of doubt, coverage for defense and indemnity under the Insurance Policies shall remain available to all covered individuals. The Debtors shall not terminate or otherwise reduce the coverage under any Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date and shall continue such policies and satisfy their obligations thereunder in full in the ordinary course of business.

**G. Reservation of Rights.**

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

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

Modifications, amendments, supplements, and restatements to a prepetition Executory Contract and/or Unexpired Lease that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease.

**I. Nonoccurrence of Effective Date.**

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

**J. Employee Compensation and Benefits.**

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

## ARTICLE VI.
## PROVISIONS GOVERNING DISTRIBUTIONS

### A. Distributions on Account of Claims Allowed as of the Effective Date.

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors, or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any of the Claims or Interests. The Disbursing Agent shall have no obligation to recognize any ownership transfer of the Claims or Interests occurring on or after the Distribution Record Date. The Disbursing Agent shall be entitled to recognize and deal for all purposes hereunder only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; *provided*, that the manner of such distributions shall be determined at the discretion of the Disbursing Agent; *provided further*, that to the extent a Proof of Claim has been Filed, the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

### B. Compliance with Tax Requirements.

1. <u>Withholding Rights</u>. In connection with this Plan, any Entity making any distribution or payment in connection therewith shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. Any amounts withheld pursuant to this Plan shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a Plan Distribution pursuant to the Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any Entity issuing any instrument or making any Plan Distribution pursuant to the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Additionally, in the case of a non-Cash distribution that is subject to withholding, the distributing party has the right, but not the obligation, to withhold an appropriate portion of such distributed property and either (a) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax), or (b) pay the withholding tax using its own funds and retain such withheld property.

2. <u>Forms</u>. Any party entitled to receive any property as an issuance or distribution under this Plan shall, upon reasonable request, deliver to the applicable withholding agent or such other Entity or Estate designated by the Plan Administrators, an appropriate IRS Form W-9 or (if

the payee is a foreign person) IRS Form W-8 and/or any other forms or documents, as applicable, requested by the applicable Plan Administrator or the applicable withholding agent to reduce or eliminate any required federal, state, or local withholding. If such request is made by a withholding agent or such other Entity or Estate designated by the Plan Administrators and the party entitled to receive such property as an issuance or distribution fails to comply with any such request within ninety (90) days after the request is made, the amount of such issuance or distribution shall irrevocably revert to the Plan Administrators, as applicable, and any Claim in respect of such distribution under this Plan shall be discharged and forever barred from assertion against any Debtor, Estate, the Plan Administrators, and their respective property.

**C. Date of Distributions.**

Distributions made after the Effective Date to Holders of Allowed Claims shall be deemed to have been made on the Effective Date and no interest shall accrue or be payable with respect to such Claims or any distribution related thereto. 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 or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

**D. Disbursing Agent.**

1. The Plan Administrators shall have the authority to enter into agreements with one or more Disbursing Agents to facilitate the distributions required under the Plan and the Confirmation Order. The Plan Administrators may pay to the Disbursing Agent all reasonable and documented fees and expenses of the Disbursing Agent without the need for other approvals, authorizations, actions or consents. For the avoidance of doubt, the reasonable and documented fees of the Disbursing Agent will be paid by the Plan Administrators from the Wind Down Reserve and will not be deducted from distributions to be made under the Plan to Holders of Allowed Claims receiving distributions from the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

2. From and after the Confirmation Date, the Disbursing Agent, solely in its capacity as Disbursing Agent, shall be exculpated by all Entities, including, without limitation, holders of Claims against and Interests in the Debtors and other parties in interest, from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence, willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent. No holder of a Claim or Interest or other party in interest shall have or pursue any claim or Cause of Action against the Disbursing Agent, solely in its capacity as Disbursing Agent, for making Plan Distributions in accordance with the Plan or for implementing provisions of the Plan, except for actions or omissions to act arising out of the gross negligence, willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent.

3. The Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder; (b) make all Plan Distributions contemplated hereby; and (c) exercise such other powers as may be vested

in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

4. Except as otherwise ordered by the Bankruptcy Court, any reasonable and documented fees and expenses incurred by the Disbursing Agent acting in such capacity (including reasonable documented attorneys' fees and expenses) on or after the Effective Date shall be paid in Cash by the Plan Administrators in the ordinary course of business.

**E. Delivery of Distributions and Undeliverable or Unclaimed Distributions.**

1. Record Date for Distribution.

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

2. Delivery of Distributions Generally.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date at the address of the Holder of such Claim on the books and records of the Debtors or the address in any written notice of address change delivered to the Debtors, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001.

3. Undeliverable Distributions and Unclaimed Property.

In the event that any Plan Distribution to any Holder of Allowed Claims is returned as undeliverable, no Plan Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such Plan Distribution shall be made to such Holder without interest; *provided, however*, that such Plan Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one hundred and eighty (180) days from the Distribution Date, except for the final distribution which shall be ninety (90) days from the Distribution Date. After such date, all unclaimed property or Interests in property shall revert to the Post-Effective Date Debtors, as applicable, automatically and without need for a further order by the Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property Laws to the contrary), and the Claim of any Holder of Claims to such property or Interest in property shall be discharged and forever barred.

**F. Manner of Payment.**

Except as specifically provided herein, at the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or Post-Effective Date Debtors, as applicable.

**G. Foreign Currency Exchange Rate.**

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

**H. Setoffs and Recoupment.**

The Debtors and the Plan Administrators, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), and applicable bankruptcy and/or non-bankruptcy Law, without the approval of the Bankruptcy Court and upon no less than fourteen (14) calendar days' notice to the applicable Holder of a Claim, or as may be agreed to by the Holder of a Claim, may, but shall not be required to, set off against or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims of any nature whatsoever that the Debtors or their Estates may have against the Holder of such Allowed Claim; *provided*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Plan Administrators of any such Claim the Debtors or their Estates may have against the Holder of such Claim.

**I. Minimum Distribution.**

No payment of Cash in an amount of less than one hundred U.S. dollars ($100.00) shall be required to be made on account of any Allowed Claim. Such undistributed amount may instead be used in accordance with the Plan and the Wind Down. If the Cash available for the final distribution is less than the cost to distribute such funds, the Plan Administrators may donate such funds to the unaffiliated charity of its choice.

**J. Allocations.**

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

**K. Distributions Free and Clear.**

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

**L. Claims Paid or Payable by Third Parties.**

1. <u>Claims Paid by Third Parties.</u>

If a Holder of a Claim receives a payment or other satisfaction of its Claim other than through the Debtors or Plan Administrators on account of such Claim, such Claim shall be reduced by the amount of such payment or satisfaction without an objection to such Claim having to be

Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, and if the Claim was paid or satisfied in full other than through the Debtors or the Plan Administrators, then such Claim shall be disallowed and any recovery in excess of a single recovery in full shall be paid over to the Plan Administrators without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment or satisfaction from a party that is not the Debtors or the Plan Administrators on account of such Claim, such Holder shall, within fourteen (14) calendar days of receipt thereof, repay or return the distribution to the Debtors or the Plan Administrators, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. Claims Payable by Third Parties.

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

3. Applicability of Insurance Policies.

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

## ARTICLE VII.
## PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

### A. Allowance of Claims.

After the Effective Date, the Plan Administrators shall have and retain any and all rights and defenses that the Debtors had with respect to any Claim or Interest immediately prior to the Effective Date. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under this Plan or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in these Chapter 11 Cases allowing such Claim.

### B. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Plan Administrators shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, the Post-Effective Date Debtors shall retain authority to litigate to judgment, settle, or compromise the Wrongful Death Claims, and any associated litigation with respect thereto, including, but not limited to, the Prepetition Lawsuits and the Post-Effective Date Debtors' Defense Rights.

**C. Estimation of Claims and Interests.**

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

Notwithstanding any provision otherwise herein, a Claim that has been expunged or disallowed from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars ($0.00) unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court, for all purposes under the Plan (including for purposes of distributions). The Debtors or the Plan Administrators (as applicable) may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

**D. Adjustment to Claims or Interests Without Objection.**

Any Claim that has been paid, satisfied, or assumed by Purchaser(s) in the Sale Transactions, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors or the Plan Administrators (as applicable) without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

**E. Time to File Objections to Claims.**

Except as otherwise provided herein, any objections to Claims shall be Filed on or before the Claims Objection Deadline (as such date may be extended upon presentment of an order to the Bankruptcy Court by the Plan Administrators or the Post-Effective Date Debtors).

**F. Disallowance of Claims or Interests.**

Except as otherwise expressly set forth herein, all Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Plan Administrators allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Plan Administrators on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

**G. Disallowance of Late Claims.**

Except as provided herein or otherwise agreed to by the Debtors, Post-Effective Date Debtors, or the Plan Administrators, as applicable, any Holder of a Claim Filed via Proof of Claim after the Bar Date shall not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

**H. Disputed Claims Process.**

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

**I. Amendments to Claims or Interests.**

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

**J. No Distributions Pending Allowance.**

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

**K. Distributions After Allowance.**

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

## ARTICLE VIII.
## CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

### A. Conditions Precedent to the Effective Date.

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

1. The Bankruptcy Court shall have approved the NFP Sale Transaction and CM Sale Transaction, in a form and substance acceptable to the NFP Purchaser and CM Purchaser, and all closing conditions with respect to the NFP Sale Transaction and CM Sale Transaction (excluding the occurrence of the Effective Date of this Plan) shall have been satisfied.

2. The Bankruptcy Court shall have approved the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code.

3. The Bankruptcy Court shall have entered the Confirmation Order, which shall not have been stayed, reversed, vacated, or amended without the consent of the Debtors.

4. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the NFP Sale Transaction and CM Sale Transaction.

5. The Professional Fee Reserve Account shall have been fully funded pursuant to the terms of this Plan.

6. The CM Plan Administrator and NFP Plan Administrator shall have been appointed and accepted their appointment.

7. All requisite filings with governmental authorities and third parties shall have become effective, and all such governmental authorities and third parties shall have approved or consented to the Restructuring Transactions, to the extent required.

8. All documents contemplated hereby to be executed and delivered on or before the Effective Date shall have been executed and delivered.

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

10. The Restructuring Transactions shall have been fully consummated in accordance with this Plan.

**B. Waiver of Conditions.**

The Debtors may, with the consent of the CM Purchaser and the NFP Purchaser solely as it relates to the CM Purchaser or NFP Purchaser, or their respective Sale Transactions and/or Sale Documents, as applicable, waive any one or more of the Conditions Precedent to the Effective Date without notice, leave, or order of the Court or any formal action other than proceeding to confirm or consummate the Plan.

## ARTICLE IX.
## RELEASE, INJUNCTION, AND RELATED PROVISIONS

**A. Debtor Releases.**

**Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, and to the fullest extent permissible under applicable law, each Released Party is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, the Post-Effective Date Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in Law, equity, contract, tort or otherwise, that the Debtors, the Post-Effective Date Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), any security of the Debtors or the Post-Effective Date Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, intercompany transactions between or among the Debtors, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, Filing, or consummation of the Restructuring Transactions, the administration and implementation of the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the Sale Transactions, or any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the NFP Sale Transaction, the CM Sale Transaction, the Disclosure Statement, the Plan, the Plan Supplement, or any other related document, before or during the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of**

**Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date (including before the Petition Date). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and shall not result in a release, waiver, or discharge of the Debtors with respect to such post-Effective Date Obligations, (2) claims or causes of action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, (3) the Retained Claims and Causes of Action, or (4) any Non-Released Party.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtors' release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtors' release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtors' release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Post-Effective Date Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to this Article IX.A.**

**B. Third Party Releases.**

**Except as otherwise expressly set forth in this Plan or the Confirmation Order, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date and to the fullest extent permissible under applicable law, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each Releasing Party from any and all Causes of Action, whether known or unknown, asserted or unasserted, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, equity, contract, tort, or otherwise, including any derivative Claims asserted or assertable on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), any security of the Debtors or the Post-Effective Date Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, intercompany transactions between or among the Debtors, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, Filing, or consummation of the Restructuring Transactions, the administration and implementation of the Plan (including, for the avoidance of doubt, the**

**Plan Supplement), the Disclosure Statement, or the Sale Transactions, or any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the NFP Sale Transaction, the CM Sale Transaction, before or during the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date (including before the Petition Date); *provided further*, that the provisions of this Third Party Release shall not operate to waive, release, or otherwise impair any Causes of Action arising from willful misconduct, actual or criminal fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and shall not result in a release, waiver, or discharge of the Debtors with respect to such post-Effective Date Obligations, or (2) any Non-Released Party.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the releases contained in this Article IX.B, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Releases are: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties that is important to the success of the Plan; (d) in the best interests of the Debtors and their Estates; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; and (g) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to this Article IX.B.**

**C. Exculpations.**

**Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the NFP Sale Transaction, the CM Sale Transaction, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable Law, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance**

**or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence.**

**The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.**

**D. Injunction.**

**Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests or Causes of Action, as applicable, that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests or Causes of Action, as applicable; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests or Causes of Action, as applicable; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests or Causes of Action, as applicable; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests or Causes of Action, as applicable, unless such Holder has Filed a motion requesting the right to perform such setoff, subrogation, or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or Cause of Action or otherwise that such Holder asserts, has, or intends to preserve any right of setoff, subrogation, or recoupment pursuant to applicable Law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests or Causes of Action, as applicable, released or settled pursuant to the Plan.**

**Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, each Holder of an Allowed Claim or Allowed Interest, as applicable, by participating in the Plan by voting or by accepting, or being eligible to accept,**

**distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in the Plan.**

**E. No Waiver.**

Notwithstanding anything to the contrary contained in the Plan, the releases and injunctions set forth in the Plan shall not, and shall not be deemed to, limit, abridge or otherwise affect the rights of the Purchasers to enforce, sue on, settle, or compromise the rights, Claims and other matters retained by or transferred to the Purchasers pursuant to the Plan, the Sale Documents, and/or the Confirmation Order.

**F. Release of Liens.**

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security Interests against any property of the Estate shall be fully released and discharged, and all of the right, title, and Interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security Interests shall revert to the Debtors and their successors and assigns. For the avoidance of doubt, on the Effective Date, concurrently with the consummation of the Sale Transactions, the CM Assets and the NFP Assets shall be transferred to and vest in the CM Purchaser and the NFP Purchaser (as applicable) free and clear of all Liens, Claims, charges, Interests, or other encumbrances pursuant to sections 363(f), 1123(a)(5)(D), and 1141(c) of the Bankruptcy Code and in accordance with the terms of the Confirmation Order, this Plan, and the Sale Documents, each as applicable.

If any Holder of an Other Secured Claim or any agent for such Holder has filed or recorded publicly any Liens and/or security Interests to secure such Holder's Other Secured Claim, as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Plan Administrators that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security Interests, including the making of any applicable filings or recordings, and the Plan Administrators shall be entitled to make any such filings or recordings on such Holder's behalf.

## ARTICLE X.
## RETENTION OF JURISDICTION

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

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

   b. resolve any cases, controversies, suits, or disputes that may arise in connection with Claims, including Claims Objections, allowance, disallowance, subordination, estimation, and distribution;

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

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

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

f. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

g. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters;

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

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

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

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

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

m. enforce or determine any matters, including disputes, that may arise in connection with or related to the Sale Documents, the Disclosure Statement, the Plan, and the Confirmation Order;

n. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

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

p. adjudicate any and all disputes arising from or relating to distributions under the Plan;

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

r. recover all assets of the Debtors and property of the Debtors' Estates, wherever located;

s. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order;

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

u. hear and determine any Causes of Action that may be brought by the Plan Administrators;

v. hear and determine any other rights, Claims, or Causes of Action held by or accruing to the Debtors or the Plan Administrators pursuant to the Bankruptcy Code or any applicable state or federal statute or legal theory;

w. enter an order or final decree concluding or closing the Chapter 11 Cases;

x. enforce all orders previously entered by the Bankruptcy Court; and

y. hear any other matter over which the Court has jurisdiction;

*provided*, *however*, that the provisions of this Plan authorizing the lifting of the automatic stay and the liquidation of the Wrongful Death Claims in an appropriate forum shall be given full force and effect.

2. Courts of Competent Jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of this Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

## ARTICLE XI.
## MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

### A. Modification and Amendment.

This Plan may be amended, modified, or supplemented by the Debtors, in accordance with any applicable terms of the CM APA and NFP APA, including any consultation or consent rights granted therein, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by Law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

**B. Effect of Confirmation on Modifications.**

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

**C. Revocation or Withdrawal of Plan.**

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if Confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (3) nothing contained in this Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (b) prejudice in any manner the rights of such Debtor or any other Person, or (c) constitute an admission of any sort by any Debtor or any other Person.

## ARTICLE XII.
## MISCELLANEOUS PROVISIONS

**A. Immediate Binding Effect.**

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

**B. Additional Documents.**

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

**C. Substantial Consummation.**

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

**D. Reservation of Rights.**

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

**E. Successors and Assigns.**

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, beneficiaries or guardian, if any, of each Entity.

**F. Determination of Tax Liabilities.**

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

**G. Dissolution of Committee.**

On the Effective Date, the Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases. The Debtors or the Plan Administrators shall not be responsible for paying the fees or expenses incurred by the members of or advisors to the Committee after the Effective Date.

**H. Notices.**

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

| Debtors | Counsel to the Debtors |
|---|---|
| **Camp Mystic, LLC**<br>c/o Karen Nicolaou, CRO<br>8911 N Capital of Texas Hwy, Suite 2120<br>Austin, Texas 78759<br><br>Email: knicolaou@harneypartners.com | **Vartabedian Katz Hester & Haynes LLP**<br>2200 Ross Avenue, Suite 5000<br>Dallas, Texas 75201<br>Attention: Martin Sosland<br>Candice Carson<br>Email: martin.sosland@vkhh.com<br>candice.carson@vkhh.com<br>-and-<br><br>301 Commerce Street, Suite 2200<br>Fort Worth, Texas 76102<br>Attention: Jeff P. Prostok<br>Suzanne K. Rosen<br>Emily S. Chou<br>Lynda L. Lankford<br>Email: jeff.prostok@vkhh.com<br>suki.rosen@vkhh.com<br>emily.chou@vkhh.com<br>lynda.lankford@vkhh.com<br>-and-<br><br>2019 Washington, Suite 105<br>Houston, Texas 77007<br>Attention: Deirdre Carey Brown<br>Email: deirdre.brown@vkhh.com |
| **Plan Administrators** | **Counsel to the Plan Administrator** |
| To be included in the Plan Supplement. | To be included in the Plan Supplement. |
| To be included in the Plan Supplement. | To be included in the Plan Supplement. |

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

## I. Term of Injunctions or Stays.

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable Law and subject to the Bankruptcy Court's post-Confirmation jurisdiction to modify the injunctions and stays under this Plan: (1) all injunctions with respect to or stays against an action against property of the Debtors or the Debtors' Estates arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtors or the Debtors' Estates; and (2) all other injunctions and stays arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earliest of (i) the date that the Chapter 11 Cases are closed pursuant to a Final Order of the Bankruptcy Court, or (ii) the date that the Chapter 11 Cases are dismissed pursuant to a Final Order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

**J. Entire Agreement.**

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

**K. Plan Supplement.**

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Parties may download copies of such exhibits and documents free of charge from the Notice and Solicitation Agent's website: https://dm.epiq11.com/case/campmystic/info. All documents in the Plan Supplement are considered an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

**L. Governing Law.**

Unless a rule of Law or procedure is supplied by federal Law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the Laws of the state of Texas, without giving effect to the principles of conflict of Laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing Law of such agreement shall control), and corporate governance matters.

**M. Severability of Plan Provisions.**

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

**N. Closing of the Chapter 11 Cases.**

The Plan Administrators shall, promptly after the full administration of the Chapter 11 Cases, File with the Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Court to close the Chapter 11 Cases.

Dated: September 25, 2026

Respectfully submitted,

By: */s/ Karen Nicolaou*
Name: Karen Nicolaou
Title: Chief Restructuring Officer

*On behalf of Camp Mystic, LLC and each of Its Debtor Affiliates*