

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

In re:

JUNIPER GTL LLC¹

Debtor.

:
: Chapter 11
:

: Case No. 16-31959
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:
:

**PLAN SUPPLEMENT AND NOTICE OF FILING OF
LIQUIDATING TRUST AGREEMENT
[relates to Docket No. 159]**

PLEASE TAKE NOTICE that attached hereto as **Exhibit A** is the form of Liquidating Trust Agreement required for filing under the terms of the *First Amended Chapter 11 Plan of Liquidation, as Revised* [Docket No. 159] as a Plan Supplement².

Respectfully Submitted,

Date: July 1, 2016
Houston, Texas

/s/Mark W. Wege

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¹ The last four digits of the Debtor's federal tax identification number is 3161. The Debtor's mailing address is 1001 Fannin, Suite 3950, Houston, Texas 77002.

² The Debtor also filed its First Non-Material Modification to its First Amended Chapter 11 Plan of Liquidation, as Revised, at Docket No. 245.

EXHIBIT A

Liquidating Trust Agreement

LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the "Liquidating Trust Agreement") is made this [] day of July, 2016, by and among Juniper GTL LLC (the "Debtor"), as debtor and debtor in possession and on behalf of itself and its bankruptcy estate, and D. Keith Enger, as trustee of the Liquidating Trust referred to herein (in such capacity, the "Liquidating Trustee"), executed in connection with *Juniper GTL LLC's First Amended Chapter 11 Plan of Liquidation, as Revised* as modified by that certain *First Non-Material Modification to its First Amended Plan of Liquidation, as Revised* and as may be further, modified, amended or supplemented (the "Plan"), filed in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") in Case Number 16-31959. The Plan provides for the establishment of the liquidating trust created hereby (the "Liquidating Trust"). Except with respect to the terms defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Plan.

WITNESSETH

WHEREAS, on April 14, 2016, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, on July [13], 2016, the Bankruptcy Court entered an order (the "Confirmation Order") confirming the Plan;

WHEREAS, Article V of the Plan provides for the establishment of the Liquidating Trust;

WHEREAS, the Liquidating Trust is created on behalf of, and for the sole benefit of, the holders of Allowed Claims in Class 5 of the Plan (collectively, the "Liquidating Trust Beneficiaries");

WHEREAS, the Liquidating Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) and to be exempt from the requirements of the Investment Company Act of 1940;

WHEREAS, in the event that the Liquidating Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), the parties intend that the Liquidating Trustee take such action as it shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations section 301.7701-3, including, if necessary, creating or converting it into a Texas limited liability partnership or limited liability company that is so classified; and

WHEREAS, it is intended that the Liquidating Trust and the Liquidating Trustee shall have all powers necessary to implement the provisions of this Liquidating Trust Agreement and administer the Liquidating Trust.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Plan, the Debtor and the Liquidating Trustee agree as follows:

ARTICLE I ESTABLISHMENT OF THE LIQUIDATING TRUST

1.1 Creation of the Liquidating Trust. The Debtor and the Liquidating Trustee, pursuant to the Plan and the Confirmation Order, hereby constitute and create the Liquidating Trust for the primary purpose of collecting, holding, administering, distributing and/or liquidating the Liquidating Trust Assets for the benefit of the Liquidating Trust Beneficiaries in accordance with the terms of this Liquidating Trust Agreement, the Plan, the Confirmation Order, and other applicable orders issued by the Bankruptcy Court. The Liquidating Trust is hereby irrevocably vested with the Liquidating Trust Assets, including: (i) cash in the amount of \$300,000, (ii) the Vested Causes of Action and proceeds thereof, and (iii) all rights of setoff, recoupment and other defenses that the Debtor and the Estate may have with respect to any Claim.

1.2 Purpose of the Liquidating Trust. The Liquidating Trust shall be established for the sole purpose of liquidating and distributing the Liquidating Trust Assets, in accordance with Treasury Regulations section 701.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. The purpose of this Liquidating Trust Agreement is to implement certain provisions of the Plan on behalf, and for the benefit, of the Liquidating Trust Beneficiaries, to serve as a mechanism for liquidating and converting to Cash, the Liquidating Trust Assets and distributing the Liquidating Trust Assets and proceeds therefrom to the Liquidating Trust Beneficiaries. The Liquidating Trust will not hold itself out as an investment company and will not conduct a trade or business. The Liquidating Trustee will distribute the Liquidating Trust Assets and proceeds therefrom to the Liquidating Trust Beneficiaries in accordance with this Liquidating Trust Agreement, the Plan, and the Confirmation Order.

1.3 Transfer and Vesting of Liquidating Trust Assets in Liquidating Trustee. Notwithstanding any prohibition on assignability under applicable non-bankruptcy law, on the Effective Date, the Debtor shall be deemed to have automatically transferred to the Liquidating Trust all of its right, title and interest in and to all of such Liquidating Trust Assets, and in accordance with sections 1123 and 1141 of the Bankruptcy Code, all such assets shall automatically irrevocably vest in the Liquidating Trust free and clear of all Claims and Liens, subject only to the Allowed Claims of the applicable Liquidating Trust Beneficiaries, as set forth in the Plan, and the reasonable fees and expenses of administering the Liquidating Trust, including the reasonable fees and expenses of the Liquidating Trustee, as provided herein. Thereupon, the Debtor shall have no interest in or with respect to such Liquidating Trust Assets or the Liquidating Trust. For the avoidance of doubt, the Liquidating Trust shall not be vested with any of Cause of Action that is not a Vested Cause of Action. Further, for the avoidance of doubt, the Trust shall also be vested with and own all rights, claims, causes of action and obligations under non-disclosure, confidentiality and similar agreements owned by the Debtor and the Estate as of the Effective Date.

1.4 Preservation of Confidences and Attorney-Client Privilege. To effectively investigate, defend or pursue the Liquidating Trust Assets, including the Vested Causes of Action, the Debtor, the Liquidating Trust, Liquidating Trustee and all counsel thereto, must be able to exchange information with each other on a confidential basis and cooperate in common interest efforts without waiving any applicable privilege. Given the common interests of the parties and the Liquidating Trust's position as successor to the Liquidating Trust Assets, sharing such information in the manner described in the previous sentence to the extent necessary, shall not waive or limit any applicable privilege or exemption from disclosure or discovery related to such information. To the extent necessary to the performance of the Liquidating Trustee's duties and responsibilities, the Debtor, shall share with the Liquidating Trustee communications or documents that are subject to the attorney-client privilege, work product protection, or other applicable privilege; the sharing of such information shall not operate as a waiver of any applicable privileges. The parties shall agree on how to document the sharing of the attorney-client privilege such that the privilege is preserved, and in the absence of an agreement the Bankruptcy Court shall decide.

1.5 Treatment of Liquidating Trust for Federal Income Tax Purposes; No Successor-in-Interest. The Liquidating Trust is established for the primary purpose of liquidating its assets, in accordance with Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. Accordingly, the Liquidating Trustee shall in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trust Assets, including the Vested Causes of Action, make timely distributions of the proceeds therefrom to the Liquidating Trust Beneficiaries, as the case may be, and not unduly prolong their duration. The Liquidating Trust shall not be deemed a successor in interest of the Debtor for any purpose other than as specifically set forth herein.

The Liquidating Trust is intended to qualify as a "grantor trust" for federal income tax purposes with the Liquidating Trust Beneficiaries treated as grantors and owners of the Liquidating Trust. For all federal income tax purposes, all parties (including the Debtor, the Liquidating Trustee, and the Liquidating Trust Beneficiaries) shall treat the transfer of the Liquidating Trust Assets by the Debtor to the Liquidating Trust, as set forth in this Liquidating Trust Agreement, as a transfer of such assets by the Debtor to the Liquidating Trust Beneficiaries entitled to distributions from the Liquidating Trust Assets, followed by a transfer by such beneficiaries to the Liquidating Trust. Thus, the Liquidating Trust Beneficiaries shall be treated as the grantors and owners of a grantor trust for federal income tax purposes.

As soon as practicable after the Effective Date, the Liquidating Trustee (to the extent that he or she deems it necessary or appropriate in his or her sole discretion) shall value the Liquidating Trust Assets in the Liquidating Trust, based on the good faith determination of the Liquidating Trust, and shall apprise the Liquidating Trust Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including the Debtor, the Liquidating Trustee, and the Liquidating Trust Beneficiaries) for all federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Liquidating Trust Assets.

The right and power of the Liquidating Trustee to invest the Liquidating Trust Assets transferred to the Liquidating Trust, the proceeds thereof, or any income earned by the Liquidating Trust, shall be limited to the right and power to (i) invest the Liquidating Trust Assets (pending distributions in accordance with the Plan) in (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof or (c) such other investments as the Bankruptcy Court may approve from time to time; or (ii) deposit such assets in demand deposits or certificates of deposit at any bank or trust company, which has, at the time of the deposit, a capital stock and surplus aggregating at least \$1,000,000,000 (collectively, the “Permissible Investments”); *provided, however*, that the scope of any such Permissible Investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulations section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise.

Subject to the provisions of Article VII of the Plan, the Liquidating Trustee shall distribute to the Liquidating Trust Beneficiaries all net Cash income plus all net Cash proceeds from the liquidation of the Liquidating Trust Assets (including as Cash for this purpose, all Cash equivalents) at such time intervals as decided by the Liquidating Trustee in his or her discretion, pursuant to the terms of the Plan. The Liquidating Trust shall make distributions no less frequently than once per twelve-month period, such period to be measured from the Effective Date; *provided, however*, that the Liquidating Trustee may, in his or her sole discretion, cause the Liquidating Trust to retain an amount of net Cash proceeds or net Cash income reasonably necessary to maintain the value of its assets or to meet Claims and contingent liabilities (including Disputed Claims). The Liquidating Trustee may also determine that in a given period or on the anniversary of the Effective Date, there are insufficient assets to make a distribution.

The Liquidating Trustee shall require any Liquidating Trust Beneficiary or other party receiving a distribution to furnish to the Liquidating Trustee in writing his, her or its Employer or Taxpayer Identification Number as assigned by the IRS and the Liquidating Trustee may condition any distribution to any Liquidating Trust Beneficiary or other party receiving a distribution upon receipt of such identification number.

1.6 Treatment of Non-Transferrable Assets. To the extent any assets of the Debtor cannot be transferred to the Liquidating Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded by section 1123 or any other provision of the Bankruptcy Code, the disposition of such assets shall be determined by the Bankruptcy Court upon a duly-noticed motion by the Liquidating Trustee.

1.7 Discovery. The Liquidating Trust shall be authorized to employ Bankruptcy Rule 2004 and any other bankruptcy tools of discovery available to the Estate until the Chapter 11 Case is closed.

ARTICLE II AUTHORITY OF THE LIQUIDATING TRUSTEE

2.1 Appointment. The Liquidating Trustee has been selected pursuant to the provisions of the Plan and has been appointed as of the Effective Date. The Liquidating Trustee's appointment shall continue until the earlier of (a) the removal of the Liquidating Trust or (b) the Liquidating Trustee's resignation, death, or dissolution. To effectuate an orderly and efficient transition of the administration of the Liquidating Trust Assets from the Debtor to the Liquidating Trust, the Liquidating Trustee may perform certain services in connection with its duties and obligations prior to the Effective Date.

2.2 General Powers. From and after the Effective Date, the Liquidating Trustee shall serve as trustee of the Liquidating Trust and shall have all powers, rights and duties of a trustee, as set forth in this Liquidating Trust Agreement. Among other things, the Liquidating Trustee shall: (i) hold and administer the Liquidating Trust Assets, including the Vested Causes of Action, (ii) have the sole authority and discretion on behalf of the Liquidating Trust to evaluate and determine strategy with respect to the Vested Causes of Action, and to litigate, settle, transfer, release or abandon and/or compromise in any manner any and all such Vested Causes of Action on behalf of the Liquidating Trust on any terms and conditions as it may determine in good faith and upon reasonable judgment based on the best interests of the Liquidating Trust Beneficiaries, (iii) have the power and authority to retain, as an expense of the Liquidating Trust, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Liquidating Trustee hereunder or in this Liquidating Trust Agreement, (iv) make distributions to the Liquidating Trust Beneficiaries as provided in this Liquidating Trust Agreement and the Plan, (v) have the right to receive reasonable compensation for performing services as the Liquidating Trustee and to pay the reasonable fees, costs and expenses of any counsel, professionals, advisors or employees as may be necessary to assist the Liquidating Trustee in performing the duties and responsibilities required under the Plan and this Liquidating Trust Agreement, (vi) file, litigate, settle, compromise or withdraw objections to Claims as set forth in Article V.B.7. of the Plan, (vii) be considered an estate representative under section 1123 of the Bankruptcy Code with respect to the Liquidating Trust Assets, and (viii) have the right to provide periodic reports and updates to the Liquidating Trust Beneficiaries regarding the status of the administration of the Liquidating Trust Assets, including the Vested Causes of Action, and the assets, liabilities and transfers of the Liquidating Trust. For the avoidance of doubt, the Liquidating Trust shall not be funded with, and the Liquidating Trustee shall not have any authority, powers, or duties with respect to any Cause of Action that is not a Vested Cause of Action. The Liquidating Trust and the Liquidating Trustee shall have no obligation to file any tax returns for the Debtor.

2.3 Limitation of the Liquidating Trustee's Authority. Subject to the other provisions herein and the Plan, the Confirmation Order, and applicable law, the Liquidating Trustee shall not do or undertake any of the following: (i) use or dispose of any part of the Liquidating Trust Assets in furtherance of any trade or business, (ii) hold the Liquidating Trust out as anything other than a trust in the process of liquidation, including an investment company, or (iii) engage in any investments or activities inconsistent with the treatment of the Liquidating Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d)

while the Liquidating Trust qualifies as a liquidating trust; provided, however, that if the Liquidating Trust (or a Texas limited liability or limited liability partnership into which it shall be converted) shall be classified as a partnership for federal tax purposes under Treasury Regulations section 301.7701-3, the foregoing restrictions shall not apply.

2.4 Liquidating Trust Continuance. The death, dissolution, resignation, or removal of the Liquidating Trustee shall not terminate the Liquidating Trust or revoke any existing agency created by the Liquidating Trustee pursuant to this Liquidating Trust Agreement or invalidate any action theretofore taken by the Liquidation Trustee, and the successor Liquidating Trustee agrees that the provisions of this Liquidating Trust Agreement shall be binding upon the successor Liquidating Trustee and all its successors or assigns.

ARTICLE III THE LIQUIDATING TRUSTEE

3.1 Generally. The Liquidating Trustee shall exercise such of the rights and powers vested in it by this Liquidating Trust Agreement, the Plan, the Confirmation Order, and any other applicable orders issued by the Bankruptcy Court in a fiduciary capacity and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. No provision of this Liquidating Trust Agreement, the Plan, or the Confirmation Order shall be construed to relieve the Liquidating Trustee from liability for its own gross negligence, fraud or intentional or willful misconduct. The Liquidating Trustee shall not be liable for any action taken in good faith in reliance upon the advice of professionals retained by the Liquidating Trustee in accordance with this Liquidating Trust Agreement.

3.2 Parties Dealing with the Liquidating Trustee. In the absence of actual knowledge to the contrary, any person dealing with the Liquidating Trust or the Liquidating Trustee shall be entitled to rely on the authority of the Liquidating Trustee or any of the Liquidating Trustee's agents to act in connection with the Liquidating Trust Assets. There is no obligation for any Person dealing with the Liquidating Trustee to inquire into the validity or expediency or propriety of any transaction by the Liquidating Trustee or any agent of the Liquidating Trustee.

3.3 Reliance by the Liquidating Trustee. Except as otherwise provided in this Liquidating Trust Agreement, the Plan, or the Confirmation Order: (i) the Liquidating Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the Liquidating Trustee to be genuine and to have been signed or presented by the proper party or parties; and (ii) persons (including any professionals retained by the Liquidating Trustee in accordance with this Liquidating Trust Agreement) engaged in transactions with the Liquidating Trustee shall look only to the Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trustee to such person in carrying out the terms of this Liquidating Trust Agreement, the Plan, or the Confirmation Order, and the Liquidating Trustee shall have no personal or individual obligation to satisfy any such liability.

3.4 Liability to Third Persons. The Liquidating Trustee and agents of the Liquidating Trustee (including professionals) shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Liquidating Trust Assets or the affairs of the Liquidating Trust, except for its own gross negligence, fraud or intentional or willful misconduct, and any such person shall look solely to the Liquidating Trust Assets for satisfaction of Claims of any nature arising in connection with the affairs of the Liquidating Trust. Without limiting the foregoing, the Liquidating Trustee shall be entitled to the benefits of the exculpation and limitation of liability provisions set forth in the Plan.

3.5 No Liability of Liquidating Trustee for Acts of Others. Nothing contained in this Liquidating Trust Agreement, the Plan, or the Confirmation Order shall be deemed to be an assumption by the Liquidating Trustee of any of the liabilities, obligations or duties of the Debtor and shall not be deemed to be or contain a covenant or agreement by the Liquidating Trustee to assume or accept any such liability, obligation nor duty. Any successor Liquidating Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Liquidating Trustee hereunder, and any statement or representation made as to the assets comprising the Liquidating Trust Assets or as to any other fact bearing upon the prior administration of the Liquidating Trust, so long as it has a good faith basis to do so. The Liquidating Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. The Liquidating Trustee or any successor Liquidating Trustee shall not be liable for any act or omission of any predecessor Liquidating Trustee, nor have a duty to enforce any Claims against any predecessor Liquidating Trustee on accounting of any such act or omission.

3.6 Indemnity. The Liquidating Trustee and each of its respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the “Indemnified Parties”) shall be indemnified by the Liquidating Trust solely from the Liquidating Trust Assets for any losses, Claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against one or more of the Indemnified Parties on account of the acts or omissions of an Indemnified Party in its capacity as such; provided, however, that the Liquidating Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or intentional or willful misconduct. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the Liquidating Trust Assets to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, or an Indemnified Party in its capacity as such; provided, however, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the Liquidating Trustee immediately upon the entry of a Final Order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this section. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

3.7 Preservation of Records and Documents. The Liquidating Trustee shall: (i) take commercially reasonable efforts to preserve all records and documents (including any electronic records or documents) related to the Liquidating Trust Assets (including the Vested Causes of Action) for a period of five (5) years from the Effective Date or, if actions with respect to any applicable Vested Causes of Action are then pending, until the Liquidating Trustee notifies the Liquidating Trust Beneficiaries such records are no longer required to be preserved; and (ii) provide the Liquidating Trust, the Liquidating Trust Beneficiaries and their respective counsel, agents and advisors, with reasonable access to such records and documents including at a reasonable time and location.

3.8 Confidentiality. The Liquidating Trustee shall, during the period that he serves as Liquidating Trustee under this Liquidating Trust Agreement and for a period of twelve (12) months, or such later time period provided by any non-disclosure, confidentiality or similar agreement that is transferred to and/or belongs to the Trust, following the termination of this Liquidating Trust Agreement, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Liquidating Trust Assets related or of which he or she has become aware in his or her capacity as Liquidating Trustee, except as otherwise provided by law.

3.9 Liquidating Trust Security. The Liquidating Trustee shall be required to post a bond, or in the alternative, shall be required to provide security acceptable to the Bankruptcy Court and the U.S. Trustee to ensure the faithful performance of the Liquidating Trustee's official duties.

ARTICLE IV SUCCESSOR LIQUIDATING TRUSTEES

4.1 Resignation. The Liquidating Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to the Liquidating Trust Beneficiaries by filing a notice with Bankruptcy Court; provided, however, that prior to such resignation, the Liquidating Trustee shall identify a successor; provided, further that Liquidating Trust Beneficiaries holding a majority in the number of the Liquidating Trust Interests can appoint a successor, if one is not otherwise appointed by the Liquidating Trustee. Such resignation shall become effective on the later to occur of (a) the date specified in such written notice or (b) the effective date of the appointment of a successor Liquidating Trustee and such successor's acceptance of such appointment. If a successor Liquidating Trustee is not appointed or does not accept its appointment within ninety (90) days following delivery of notice of resignation, the Liquidating Trustee may petition the Bankruptcy Court for the appointment of a successor Liquidating Trustee.

4.2 Other Terminations. In the event of the incapacity or death of the Liquidating Trustee or if the Liquidating Trustee otherwise ceases to act as Liquidating Trustee for any reason other than resignation or removal, a vacancy shall be deemed to exist and a successor shall be appointed by the Liquidating Trust Beneficiaries holding a majority of the number of Liquidating Trust Interests. In the event that a successor Liquidating Trustee is not appointed

within thirty (30) days after the date of such vacancy, the Bankruptcy Court shall appoint a successor Liquidating Trustee.

4.3 Acceptance of Appointment by Successor Liquidating Trustee. Any successor Liquidating Trustee appointed hereunder shall execute an instrument accepting its appointment and shall file a copy thereof with the Bankruptcy Court. Thereupon, such successor Liquidating Trustee shall, without any further act, become vested with all the duties, powers, rights, title, discretion and privileges of its predecessor as if originally named Liquidating Trustee.

4.4 Effect of Termination. The resignation, removal, incapacity, bankruptcy or insolvency of the Liquidating Trustee shall not operate to terminate the Liquidating Trust or to revoke any existing agency created pursuant to the terms of this Liquidating Trust Agreement, the Plan, or the Confirmation Order or invalidate any action theretofore taken by the Liquidating Trustee. All fees and expenses incurred by the Liquidating Trustee prior to the resignation, incapacity or removal of the Liquidating Trustee shall be paid solely from the Liquidating Trust Assets, unless such fees and expenses are disputed by the successor Liquidating Trustee, in which case the Bankruptcy Court shall resolve the dispute and any disputed fees and expenses of the predecessor Liquidating Trustee that are subsequently allowed by the Bankruptcy Court shall be paid solely from the Liquidating Trust Assets. In the event of the resignation or removal of the Liquidating Trustee, such Liquidating Trustee shall: (i) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor Liquidating Trustee or directly by the Bankruptcy Court to effect the termination of such Liquidating Trustee's capacity under this Liquidating Trust Agreement, (ii) promptly deliver to the successor Liquidating Trustee all documents, instruments, records and other writings related to the Liquidating Trust as may be in the possession of such Liquidating Trustee, provided that such Liquidating Trustee may retain one copy of each of such documents for its purposes, subject to the terms of any joint prosecution and common interest agreement to which the Liquidating Trustee is party, and (iii) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Liquidating Trustee.

ARTICLE V LIQUIDATING TRUST INTERESTS

5.1 Rights of Liquidating Trust Beneficiaries. Each Liquidating Trust Beneficiary shall be entitled to participate in the rights and benefits due to a Liquidating Trust Beneficiary hereunder. Each Liquidating Trust Beneficiary holds an interest in the Liquidating Trust ("Liquidating Trust Interest") subject to all the terms and conditions of this Liquidating Trust Agreement, the Plan, and the Confirmation Order. The interest of a Liquidating Trust Beneficiary is hereby declared and shall be in all respects personal property.

5.2 Interest Only. Except as provided expressly hereunder, the ownership of a Liquidating Trust Interest shall not entitle any Liquidating Trust Beneficiary to any title in or to the Liquidating Trust or the Liquidating Trust Assets, or to any right to call for a partition or division of the Liquidating Trust Assets, or to require an accounting.

5.3 Evidence of Liquidating Trust Interest. Ownership of a Liquidating Trust Interest shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidating Trust by the Liquidating Trustee (or any agent appointed by the Liquidating Trustee for purposes of maintaining a record of the Liquidating Trust Beneficiaries and their respective Liquidating Trust Interests). The Liquidating Trustee may, upon written request of any Liquidating Trust Beneficiary, provide reasonably adequate documentary evidence of such Liquidating Trust Beneficiary's Liquidating Trust Interest, as indicated in the books and records of the Liquidating Trust to the extent practicable. The expense of providing such documentation shall be borne by the requesting Liquidating Trust Beneficiary at the discretion of the Liquidating Trustee.

5.4 Identification of Liquidating Trust Beneficiaries. The Liquidating Trust Beneficiaries shall be recorded and set forth in a register maintained by the Liquidating Trustee (or its agent) expressly for such purpose. All references in this Liquidating Trust Agreement to Liquidating Trust Beneficiaries shall be read to mean holders of record of Liquidating Trust Interests as set forth in the official register maintained by the Liquidating Trustee.

5.5 Non-Transferability of Liquidating Trust Interests. The Liquidating Trust Interests have not been registered pursuant to the Securities Act of 1933, as amended (the "1933 Securities Act"), or any state securities law. It is the intention of the parties hereto that the Liquidating Trust Interests do not constitute "securities" under the 1933 Securities Act or any state securities law; *provided, however*, that if the Liquidating Trust Interests constitute "securities," the parties hereto intend that the exemption from registration provided in section 1145 of the Bankruptcy Code shall apply to the Liquidating Trust Interests. The Liquidating Trust Interests shall not be certificated and shall not be transferable, assignable, pledged or hypothecated, in whole or in part, except by operation of law or with respect to a transfer by will or under the laws of descent and distribution. Any such permitted transfer, however, will not be effective until and unless the Liquidating Trustee receives written notice of such transfer.

5.6 Effect of Death, Dissolution, Incapacity or Bankruptcy of Liquidating Trust Beneficiary. The death, dissolution, incapacity or bankruptcy of a Liquidating Trust Beneficiary during the term of the Liquidating Trust shall not operate to terminate the Liquidating Trust during the term of the Liquidating Trust nor shall it entitle the representative or creditors of the deceased, incapacitated or bankrupt Liquidating Trust Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the Liquidating Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Liquidating Trust Beneficiary under this Liquidation Trust Agreement or in the Liquidation Trust.

5.7 Limited Liability. No provision of this Liquidating Trust Agreement, the Plan, or the Confirmation Order shall give rise to any liability of any Liquidating Trust Beneficiary solely in its capacity as such.

5.8 Standing. Except as expressly provided in this Liquidating Trust Agreement, the Plan or the Confirmation Order, a Liquidating Trust Beneficiary does not have standing to direct the Liquidating Trustee to do or not to do any act or to institute any action or proceeding at law or

in equity against any party (other than against the Liquidating Trustee to the extent provided in this Liquidating Trust Agreement upon or with respect to the Liquidating Trust Assets).

ARTICLE VI DISTRIBUTIONS AND ADMINISTRATION

6.1 Distributions Generally. The Liquidating Trustee shall make distributions to the Liquidating Trust Beneficiaries as provided in the Plan. Whenever any distribution to be made under the Plan or this Liquidating Trust Agreement is due on a day other than a Business Day, such distribution shall be made, without interest, on the immediately succeeding Business Day, but any such distribution will have been deemed to have been made on the date due. Subject to the provisions of Bankruptcy Rule 2002(g), and except as otherwise provided herein, distributions and deliveries to Liquidating Trust Beneficiaries shall be made at the address of each such Liquidating Trust Beneficiary set forth on the Debtor's books and records unless superseded by the address set forth on Proofs of Claim filed by any such parties. On or as soon as practicable after the Effective Date, the Debtor shall provide the Liquidating Trustee with the addresses and access to other books and records relating to the Liquidating Trust Beneficiaries, including all taxpayer identification information.

6.2 Timing and Amount of Distributions. The Liquidating Trustee shall distribute to the Liquidating Trust Beneficiaries all net Cash income plus all net Cash proceeds from the liquidation of the Liquidating Trust Assets (including as Cash for this purpose, all Cash equivalents) at such time intervals as decided by the Liquidating Trustee in his or her discretion, pursuant to the terms of the Plan. The Liquidating Trust shall make distributions no less often than once per twelve-month period, such period to be measured from the Effective Date; provided, however, that the Liquidating Trustee may, in his or her sole discretion, cause the Liquidating Trust to retain an amount of net Cash proceeds or net Cash income reasonably necessary to maintain the value of its assets or to meet Claims and contingent liabilities (including Disputed Claims). The Liquidating Trustee may also determine that in any given period or on the anniversary of the Effective Date, there are insufficient assets to make a distribution.

6.3 Manner of Distribution. Any distribution in Cash to be issued under the Plan or this Liquidating Trust Agreement shall, at the election of the issuer, be made by check drawn on a domestic bank or by wire transfer from a domestic bank.

6.4 Priority of Distribution of Trust Proceeds. The Liquidating Trustee shall apply all Liquidating Trust Assets and any proceeds therefrom as follows:

FIRST, to pay all the liabilities, costs and expenses of the Liquidating Trust including, without limitation, (i) payment of all professionals, employees or agents of the Liquidating Trust, (ii) the compensation due and payable to the Liquidating Trustee, and (iii) the reimbursement for any and all costs, expenses and liabilities incurred by the Liquidating Trustee in connection with the performance of its duties under this Liquidating Trust Agreement. The Liquidating Trustee has agreed to limit or cap the administrative costs incurred by the Trust, which includes but is not limited to professionals fees incurred by the Trust, to the amount of \$100,000 (the "Admin

Cap”). However, the Admin Cap shall not apply to costs and professionals fee incurred by the Trust in connection with prosecuting any Vested Cases of Action. In such event, costs and fees incurred in connection with prosecuting Vested Causes of Action shall be paid solely out of proceeds collected from such Vested Causes of Action.

SECOND, to make the payments required under the Plan to Liquidating Trust Beneficiaries in accordance with the terms, provisions and priorities set forth in the Plan.

6.5 Distribution of Trust Proceeds Upon Termination. Promptly before the termination of the Liquidating Trust, the Liquidating Trustee or its agent shall distribute any amounts not yet distributed from the Liquidating Trust to or on behalf of the Liquidating Trust Beneficiaries in accordance with this Article, the Plan, and the Confirmation Order. In the event the Liquidating Trust has a *de minimis* amount remaining, the Liquidating Trustee may make a charitable contribution of any such *de minimis* amount in the Liquidating Trustee’s business judgment to terminate the Liquidating Trust.

6.6 Fractional Dollars; De Minimis Distributions. Notwithstanding anything contained herein to the contrary, payments of fractions of dollars will not be made. Whenever any payment of a fraction of a dollar under the Plan or the Liquidating Trust would otherwise be called for, the actual payment made will reflect a rounding of such fraction to the nearest dollar (up or down), with half dollars being rounded down. No payment shall be made on account of any distribution less than twenty-five dollars (\$25) with respect to any Allowed Claim unless a request therefor is made in writing to the issuer of such payment on or before ninety (90) days after the Effective Date; *provided, however*, the Liquidating Trustee may make a payment of any lower amount with respect to any Allowed Class 5 Claim in its sole discretion. In the event the Liquidating Trust has a *de minimis* amount remaining, the Liquidating Trustee may make a charitable contribution of any such *de minimis* amount in the Liquidating Trustee’s business judgment to terminate the Liquidating Trust.

6.7 Setoffs/Recoupment. The Liquidating Trustee may, pursuant to applicable non-bankruptcy law, set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan or this Liquidating Trust Agreement on account thereof (before any distribution is made on account of such Claim), the Claims, rights and Causes of Action of any nature the Liquidating Trust may hold against the Holder of such Allowed Claim; *provided, however*, 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 Liquidating Trust of any such Claims, rights and Causes of Action that the Liquidating Trust may possess against such Holder; and, *provided, further*, that nothing contained herein is intended to limit any Creditor’s rights of setoff or recoupment prior to the Effective Date in accordance with the provisions of sections 362 and 553 of the Bankruptcy Code, or other applicable law.

6.8 Notice of Change of Address; Disbursing Agents. Any Liquidating Trust Beneficiary may designate a change of address for the purpose of the Plan by providing the Liquidating Trustee written notice of such address which notice will be effective upon receipt by the Liquidating Trustee. Notices and requests shall be deemed received by a Liquidating Trust Beneficiary (i) if sent by mail, on the second Business Day after deposit in the United States

mail, postage prepaid, (ii) if sent by overnight courier, on the first Business Day after delivery to such courier, or (iii) if sent by fax or email on a Business Day prior to 5:00 p.m. Central Time, on such Business Day (or if after 5:00 p.m. Central Time or not on a Business Day, on the next Business Day).

6.9 Reserve for Disputed Claims. The Liquidating Trustee may maintain a reserve for any distributable amounts required to be set aside on account of Disputed Claims and shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein and in this Liquidating Trust Agreement, as such Disputed Claims are resolved by Final Order, and such amounts shall be distributable in respect of such Disputed Claims as such amounts would have been distributable had the Disputed Claims been Allowed Claims as of the Effective Date, provided that no interest shall be distributable or accrue with respect thereto.

6.10 Books and Records. The Liquidating Trustee shall maintain in respect of the Liquidating Trust and the Liquidating Trust Beneficiaries books and records relating to the Liquidating Trust Assets and income of the Liquidating Trust and the payment of expenses of, and liabilities of Claims against or assumed by, the Liquidating Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof and to comply with applicable provisions of law. Except as provided in otherwise provided herein, nothing in this Liquidating Trust Agreement requires the Liquidating Trust to file any accounting or seek approval of any court with respect to the administration of the Liquidating Trust, or as a condition for managing any payment or distribution out of the Liquidating Trust Assets. Liquidating Trust Beneficiaries shall have the right upon fifteen (15) days prior written notice delivered to the Liquidating Trustee to inspect such books and records (including financial statements) and the register maintained pursuant to section 5.4, provided that, if so requested and prior to being granted access to the information, such holder shall have (i) entered into a confidentiality agreement satisfactory in form and substance to the Liquidating Trustee; and (ii) agreed to bear the costs of the Liquidating Trustee incurred in connection with such inspection.

6.11 Undeliverable and Unclaimed Distributions. If any distribution to a Liquidating Trust Beneficiary under this Liquidating Trust Agreement is returned as undeliverable, no further distributions shall be made to such Liquidating Trust Beneficiary unless and until the issuer of the distribution is notified in writing of such party's then current address. Any Liquidating Trust Beneficiary ultimately receiving a distribution that was returned as undeliverable shall not be entitled to any interest or other accruals of any kind on such distribution. Nothing contained in the Plan or this Liquidating Trust Agreement shall require the issuer of any distribution to attempt to locate any Liquidating Trust Beneficiary.

6.12 Failure to Claim Undeliverable Distributions. Any Holder of an Allowed Claim that does not assert its rights pursuant to the Plan or this Liquidating Trust Agreement to receive a distribution within three (3) months from and after the date such distribution is returned as undeliverable shall have such Holder's Claim for such undeliverable distribution discharged and shall be forever barred from asserting any such Claim against the Debtor, the Liquidating Trust, the Liquidating Trustee and its respective professionals or the Liquidating Trust Assets. In such case, any consideration held for distribution on account of such Claim shall belong to the

Liquidating Trust for distribution by the Liquidating Trustee to the remaining Liquidating Trust Beneficiaries in accordance with the terms of the Plan and this Liquidating Trust Agreement. After final distributions have been made in accordance with the terms of the Plan and this Liquidating Trust Agreement, if the amount of undeliverable Cash remaining is less than \$15,000, the Liquidating Trustee, in his or her sole discretion, may donate such amount to a charity without further notice or order of the Bankruptcy Court.

6.13 Fiscal Year. Except for the first and last years of the Liquidating Trust, the fiscal year of the Liquidating Trust shall be the calendar year. For the first and last years of the Liquidating Trust, the fiscal year of the Liquidating Trust shall be such portion of the calendar year that the Liquidating Trust is in existence.

6.14 Time Bar to Cash Payments. Checks issued on account of Allowed Claims shall be null and void if not negotiated within sixty (60) days from and after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the issuer of the check by the Holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made within three (3) months from and after the date of issuance of such check. After such date, all Claims in respect of voided checks shall be discharged and forever barred, and the Liquidating Trust shall be entitled to retain all monies related thereto for distribution to the Liquidating Trust Beneficiaries in accordance with the terms of the Plan and this Liquidating Trust Agreement.

6.15 Compliance with Tax Requirements/Allocation. The issuer of any distribution under the Plan or the Liquidating Trust shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Unit, and all distributions pursuant to the Plan or the Liquidating Trust shall be subject to any such applicable withholding and reporting requirements. For tax purposes, distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims, with any excess allocated to unpaid accrued interest, if any.

6.16 Distributions After Effective Date. Distributions made after the Effective Date to Holders of Claims that are not Allowed as of the Effective Date, but which later become Allowed, shall be deemed to have been made on the Effective Date. Except as otherwise specifically provided in the Plan or this Liquidating Trust Agreement, no interest shall be payable on account of any Allowed Claim not paid on the Effective Date.

6.17 Preservation of Subordination Rights by Estate. Except as otherwise provided herein, all subordination rights and claims relating to the subordination by the Debtor or the Liquidating Trustee of any Allowed Claim shall remain valid, enforceable and unimpaired in accordance with section 510 of the Bankruptcy Code or otherwise.

6.18 Reporting to the Bankruptcy Court. On or before July 31 and January 31 of each calendar year while the Liquidating Trust exists, the Liquidating Trustee shall file a report with the Bankruptcy Court describing the activities of the Liquidating Trustee for the proceeding (6) six month period including any receipts and disbursements. For clarity, the first report shall be filed on or before January 31, 2016 for the period of time up to December 31, 2015.

ARTICLE VII DURATION AND TERMINATION OF THE LIQUIDATING TRUST

7.1 Duration. The Liquidating Trust shall become effective upon the Effective Date and shall remain and continue in full force and effect until terminated as provided herein. The Liquidating Trust will terminate as soon as practicable, but in no event later than the fifth (5th) anniversary of the Effective Date; provided, however, that, on or prior to the date of such termination, the Bankruptcy Court, upon motion by a party in interest, may extend the term of the Liquidating Trust for a finite period, if such an extension is necessary to liquidate such Liquidating Trust Assets or for other good cause. Notwithstanding the foregoing, multiple extensions may be obtained so long as Bankruptcy Court approval is obtained prior to the expiration of each extended term; provided, further, however, that the Liquidating Trustee receives an opinion of counsel or a favorable ruling from the IRS that any further extension would not adversely affect the status of the Liquidating Trust as a grantor trust for federal income tax purposes.

7.2 Payment of Post-Confirmation Fees and Provision of Reports. The Liquidating Trustee shall timely pay from the Liquidating Trust Assets all fees incurred pursuant to 28 U.S.C. § 1930(a)(6) until until the Debtor's case is converted, dismissed or closed. In addition, the Liquidating Trustee shall file post-Confirmation quarterly reports (or any other report required to be filed under applicable law) with the United States Trustee in a format prescribed by the United States Trustee until the Debtor's case is converted, dismissed or closed.

7.3 Continuance of Trust for Winding Up. After the termination of the Liquidating Trust and solely for the purpose of liquidating and winding up the affairs of the Liquidating Trust, the Liquidating Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of all the Liquidating Trust Assets, the Liquidating Trustee shall retain the books, records and files as provided in section 6.10 of this Liquidating Trust Agreement.

ARTICLE VIII PROCEDURES FOR RESOLUTION OF DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS

8.1 Prosecution of Objections to Disputed Claims. Upon the Effective Date, the Liquidating Trustee shall be responsible for pursuing any objection to the allowance of all Disputed Claims in Class 5 with respect to which an objection has been filed with the Bankruptcy Court and notice thereof has been given to the Holder of the Disputed Claim. The Liquidating Trustee shall have the authority to file, settle, compromise or withdraw any objections to Disputed Claims (within any parameters as may be established by this Liquidating Trust Agreement) without approval of the Bankruptcy Court. The Bankruptcy Court, however, may nevertheless consider motions to approve any compromises and settlements in accordance with Bankruptcy Rule 9019. Unless otherwise provided herein or ordered by the Bankruptcy Court, all objections to Disputed Claims shall be served and filed by the Claims Objection Deadline.

8.2 Estimation of Claims. The Liquidating Trustee, in accordance with this Liquidating Trust Agreement may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor or the Liquidating Trustee previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. Subject to the provisions of section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, the amount so estimated shall constitute the maximum Allowed amount of such Claim. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Liquidating Trustee may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

8.3 Payments and Distributions on Disputed and Subsequently Allowed Claims. Notwithstanding any provision hereof to the contrary, any issuer of a distribution hereunder may, in its discretion, pay the undisputed portion of a Disputed Claim. Notwithstanding the foregoing, the issuer of a distribution hereunder will set aside for each Holder of a Disputed Claim such portion of Cash it believes solely in its discretion necessary to provide required distributions if that Claim were an Allowed Claim, either based upon the amount of the Claim as filed with the Bankruptcy Court or the amount of the Claim as estimated by the Bankruptcy Court.

At such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the issuer of a distribution hereunder shall distribute to the Holder thereof the distributions, if any, to which such Holder is then entitled under the Plan or the Liquidating Trust. Such distribution, if any, will be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim becomes a Final Order. No interest will be paid on Disputed Claims that later become Allowed, or with respect to any distribution in satisfaction thereof to a Holder.

ARTICLE IX TAXES

9.1 Tax Reporting. The “taxable year” of the Liquidating Trust shall be the “calendar year” as those terms are defined in section 441 of the Internal Revenue Code. The Liquidating Trustee shall file returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a). Notwithstanding any other provision of the Plan, the Liquidating Trust Beneficiaries shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding and other tax obligations, on account of the provisions of the Plan. Neither the Debtor, nor the Liquidating Trust shall have any liability to either the holder of a Claim or Interest or any Governmental Unit with respect to any such tax or similar obligation owed by such holder.

ARTICLE X AMENDMENT AND WAIVER

10.1 Amendment and Wavier. Any substantive provision of this Liquidating Trust Agreement may be amended or waived by the Liquidating Trustee, subject to the prior approval of the Bankruptcy Court or other court of competent jurisdiction. The Liquidating Trustee may make technical amendments to this Liquidating Trust Agreement, as necessary, to clarify this Liquidating Trust Agreement or enable the Liquidating Trustee to effectuate the terms of this Liquidating Trust Agreement, the Plan and the Confirmation Order. Notwithstanding this section, any amendments to this Liquidating Trust Agreement shall not be inconsistent with the purpose and intention of the Liquidating Trust to liquidate in an orderly manner the Liquidating Trust Assets (which will maximize the value of such assets) in accordance with Treasury Regulations section 301.7701-4(d), or in the alternative, as allowed under Texas law applicable to limited liability companies or limited liability partnerships. In the event that the Liquidating Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), this Liquidating Trust Agreement may be amended by the Liquidating Trustee to the extent necessary for the Liquidating Trustee to take such action as it shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations section 301.7701-3, including, if necessary, creating or converting it into a Texas limited liability partnership or limited liability company that is so classified.

ARTICLE XI MISCELLANEOUS

11.1 Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or by the general corporation law, limited partnership law or limited liability company law or the law of the jurisdiction of organization of any entity governing the internal affairs of such entity, this Liquidating Trust Agreement shall governed by and construed in accordance with the laws of the State of Texas, without giving effect to rules governing the conflict of laws. The actual administration of the Liquidating Trust may be conducted in any location, and the location of the Liquidating Trust Assets may be changed as the Liquidating Trustee may determine from time to time.

11.2 Intention of Parties to Establish Liquidating Trust. This Liquidating Trust Agreement is intended to create a liquidating trust for federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Liquidating Trust Agreement may be amended to comply with such federal income tax laws, which amendments may apply retroactively. In the alternative, if the Liquidating Trust shall fail or cease to qualify as a Liquidating Trust in accordance with Treasury Regulations section 301.7701-4(d), then this Liquidating Trust Agreement is intended to empower the Liquidating Trustee to take such action as it shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations section 301.7701-3, including, if necessary, merging or converting it into a Texas limited liability partnership or limited liability company that is so classified.

11.3 Cooperation. The Debtor shall turn over to the Liquidating Trustee any books and records or copies thereof and provide reasonable access to any information in the possession of the Debtor to the Liquidating Trustee. In the event the Debtor requests that the Liquidating Trustee execute a confidentiality agreement reasonably acceptable to the Debtor as a condition to receiving information, the Liquidating Trustee shall execute such confidentiality agreement.

11.4 Severability. If any provision of this Liquidating Trust Agreement or the application thereof to any person or circumstances shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Liquidating Trust Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Liquidating Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

11.5 Notices. Any notice or other communication under this Liquidating Trust Agreement shall be in writing and shall be given by either (i) hand-delivery, (ii) first class mail (postage prepaid), (iii) reliable overnight commercial courier (charges prepaid), or (iv) telecopy or other means of electronic transmission, if confirmed promptly by any of the methods specified in clauses (i), (ii) and (iii) of this sentence, to the following addresses:

If to the Liquidating Trustee:

D. Keith Enger
Lain, Faulkner & Co., P.C.
400 North St. Paul Street, Suite 600
Dallas, Texas 75201

If to a Liquidating Trust Beneficiary:

To the name and address set forth on the registry maintained by the Liquidating Trustee and/or the Clerk of the Bankruptcy Court.

Notice given by telecopy or other means of electronic transmission shall be deemed to have been given and received when sent. Notice by overnight courier shall be deemed to have been given and received on the date scheduled for delivery. Notice by mail shall be deemed to have been given and received three (3) calendar days after the date first deposited in the United States Mail. Notice by hand delivery shall be deemed to have been given and received upon delivery. A party may change its address by giving written notice to the other party as specified herein.

11.6 Headings. The section headings contained in this Liquidating Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Liquidating Trust Agreement or of any term or provision hereof.

11.7 Relationship to the Plan. The principal purpose of this Liquidating Trust Agreement is to aid in the implementation of the Plan, and therefore, this Liquidating Trust Agreement incorporates the provisions of the Plan. To that end, the Liquidating Trustee shall have full power and authority to take any action consistent with the purpose and provisions of the Plan, and to seek any orders from the Bankruptcy Court in furtherance of implementation of the Plan and this Liquidating Trust Agreement. If any provisions of this Liquidating Trust Agreement are found to be inconsistent with the provisions of the Plan or provisions of this Liquidating Trust Agreement are found to be inconsistent with the provisions of the Plan or the Confirmation Order, the provisions of the Plan or Confirmation Order shall control. The Liquidating Trustee hereby agrees to act in accordance with the Plan and Confirmation Order and to take no action inconsistent with the requirements of the Plan or Confirmation Order.

11.8 Counterparts, Execution and Delivery by Facsimile. For the purposes of facilitating the execution of this Liquidating Trust Agreement, as herein provided and for other purposes, this Liquidating Trust Agreement may be executed simultaneously in counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument. Any original counterpart when executed and transmitted by electronic facsimile shall be deemed duly delivered to the other party upon confirmed receipt thereof by such other party.

11.9 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the Liquidating Trust and the Liquidating Trustee, including, without limitation, the administration and activities of the Liquidating Trust and the Liquidating Trustee; *provided, however*, that notwithstanding the foregoing, the Liquidating Trustee shall have power and authority to bring any action in any court of competent jurisdiction to prosecute any Claims or Causes of Action assigned to the Liquidating Trust.

11.10 Entire Agreement. This Liquidating Trust Agreement and any exhibits, schedules or appendices attached hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

11.11 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of the Plan and Liquidating Trust and to consummate the transactions contemplated hereby.

11.12 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, words importing the singular number shall include the plural number and vice versa and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, sections and other subdivisions of this Liquidating Trust Agreement, and the words herein and words of similar import refer to this Liquidating

Trust Agreement as a whole and not to any particular Article, section or subdivision of this Liquidating Trust Agreement. The term “including” shall mean “including, without limitation.”

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Liquidating Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

[signatures appear on the following page]

JUNIPER GTL LLC

By: _____

Name: David Rush

Title: President, Chief Restructuring
Officer and Secretary

LIQUIDATING TRUSTEE

By: _____

Name: D. Keith Enger

Title: Liquidating Trustee