

INTRODUCTION

LSC Wind Down, LLC f/k/a Limited Stores Company, LLC, LS Wind Down, LLC f/k/a Limited Stores, LLC, and TLSGC Wind Down, LLC f/k/a The Limited Stores GC, LLC (collectively, the "*Debtors*"), as debtors and debtors-in-possession in the above-captioned chapter 11 cases, hereby propose the following joint chapter 11 plan of liquidation pursuant to the provisions of chapter 11 of the Bankruptcy Code.

For a discussion of the Debtors' history, businesses, properties, key contracts, and a summary and analysis of the Plan, stakeholders of the Debtors should review the Disclosure Statement filed with the Bankruptcy Court to which the Plan is attached. **ALL CLAIMHOLDERS AND INTERESTHOLDERS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

The Plan provides for the wind down of the Debtors' affairs, continued liquidation and conversion of all of the Debtors' remaining assets to Cash and the distribution of the net proceeds realized therefrom, in addition to Cash on hand on the Effective Date of the Plan, to creditors holding Allowed Claims as of the Record Date in accordance with the relative priorities established in the Bankruptcy Code. The Plan does not provide for a distribution to holders of Subordinated Claims or Interests, and their votes are not being solicited. The Plan contemplates the appointment of a Plan Administrator to, among other things, finalize the wind down of the Debtors' affairs, resolve Disputed Claims (other than Disputed General Unsecured Claims), pursue any unreleased Causes of Action (other than GUC Trust Avoidance Actions), implement the terms of the Plan and make Distributions to holders of Allowed Claims other than holders of Allowed General Unsecured Claims. The Plan also contemplates the appointment of a GUC Trustee to, among other things, resolve Disputed General Unsecured Claims, pursue any unreleased GUC Trust Avoidance Actions, implement the terms of the Plan as it relates to the GUC Trust and the GUC Trust Agreement and make Distributions to Allowed General Unsecured Claims and administer the GUC Trust Assets.

Under section 1125(b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited from a Claimholder until such time as the Disclosure Statement has been approved by the Bankruptcy Court and distributed to Claimholders.

The Debtors expressly reserve their right to alter, amend or modify the Plan, one or more times, before its substantial consummation, subject to the restrictions on modification set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and otherwise set forth in this Plan.

NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH AND APPROVED BY THE BANKRUPTCY COURT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCE OR REJECTION OF THE PLAN.

ARTICLE I

A. Scope of Definitions

For purposes of the Plan, except as expressly provided or unless the context otherwise requires:

(a) all Defined Terms shall have the meanings ascribed to them in Section 1.1 of the Plan;

(b) any term used in the Plan that is not a Defined Term, but that is used in the Bankruptcy Code or Bankruptcy Rules has the meaning assigned to such term in the Bankruptcy Code or Bankruptcy Rules, as applicable, unless the context requires otherwise;

(c) whenever the context requires, terms shall include the plural as well as the singular number, the masculine gender shall include the feminine, and the feminine gender shall include the masculine;

(d) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(e) any reference in the Plan to an existing document, instrument, or exhibit means such document, instrument, or exhibit as it may be amended, modified, or supplemented from time to time;

(f) any reference to a specific Person includes any successors or assigns of such Person, and all rights, benefits, interests, and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, trustee, liquidator, rehabilitator, conservator, successor, or assign of such Person;

(g) unless otherwise indicated, the phrase “under the Plan” and similar words or phrases refer to the Plan in its entirety rather than to only a particular portion of the Plan;

(h) unless otherwise specified, all references in the Plan to sections, articles, schedules, and exhibits are references to sections, articles, schedules, and exhibits of or to the Plan;

(i) the words “herein,” “hereof,” “hereto,” “hereunder,” “herewith,” and other words of similar import refer to the Plan in its entirety rather than to only a particular portion of the Plan;

(j) whenever the Plan uses the word “including,” such reference shall be deemed to mean “including, without limitation,”;

(k) captions and headings to articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan;

(l) whenever the Plan provides that a document or thing must be “acceptable” or “satisfactory” to any Person, such requirement shall in each case be subject to a reasonableness qualifier;

(m) the definition given to any term or provision in the Plan supersedes and controls any different meaning that may be given to that term or provision in the Disclosure Statement, on any Ballot, or in any other document; and

(n) all other rules of construction set forth in Bankruptcy Code section 102 and in the Bankruptcy Rules shall apply.

The following Defined Terms shall have the respective meanings specified below.

B. Definitions

1.1 “Administrative Claim” means a claim for payment of an administrative expense of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(1) of the Bankruptcy Code, including, but not limited to, (a) the actual, necessary costs and expenses, incurred after the Petition Date, of preserving the Estates and operating the businesses of the Debtors, including wages, salaries or commissions for services rendered after the commencement of the Chapter 11 Cases, (b) Professional Claims, and (c) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code, and all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under section 546(c)(2)(A) of the Bankruptcy Code.

1.2 “Administrative Tax Claim” means a claim for any tax of a kind specified in section 503(b)(1)(B) and (C) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(1) of the Bankruptcy Code.

1.3 “Allowed Claim” means a Claim or any portion thereof (a) that has been allowed by a Final Order, or (b) as to which, on or by the Effective Date, (i) no proof of claim has been filed with the Bankruptcy Court and (ii) the liquidated and noncontingent amount of which is Scheduled, other than a Claim that is Scheduled in an unknown amount or as disputed, or (c) for which a proof of claim in a liquidated amount has been timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and as to which either (i) no objection to its allowance has been filed within the periods of limitation fixed by the Plan, the Bankruptcy Code or by any order of the Bankruptcy Court or (ii) any objection to its allowance has been settled or withdrawn, or has been denied by a Final Order, or (d) that is expressly allowed in a liquidated amount in the Plan. The amount of an Allowed Claim shall be the lesser of the amount stated in a proof of claim filed for such Claim (if less than the amount Scheduled for such Claim), the amount agreed to in a written settlement, or the amount allowed by a Final Order. All Distributions on account of an Allowed Claim will be made to the Claimholder of record on the Record Date.

1.4 “Allowed [] Claim” means an Allowed Claim of the type described.

1.5 “**Asset Sale**” means the sale of the Debtors’ Assets pursuant to the *Order (A) Approving the Asset Purchase Agreement Between the Debtors and the Purchaser, (B) Authorizing the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, (C) Authorizing the Assumption and Assignment of Contracts; and (D) Granting Related Relief* [Docket No. 276].

1.6 “**Available Cash**” means all Cash held by the Debtors on the Effective Date *other than* the GUC Initial Fund, *plus* all Cash realized after the Effective Date from the sale, collection, or other disposition of Revested Assets and the Preserved Claims, but excluding the amount of Cash (i) necessary to pay Holders of Allowed Administrative Claims, including Professional Claims, in accordance with the Plan; and (ii) estimated and reserved by the Plan Administrator to (A) pay all fees payable under 28 U.S.C. § 1930, (B) fund and maintain the Professional Fee Claim Reserve, (C) provide a reasonable reserve for Plan Administration Expenses that are anticipated to be payable following any date on which the extent of Available Cash is determined, and (D) fund and maintain any other postpetition reserve requirements in connection with any agreements or otherwise.

1.7 “**Avoidance Actions**” means, unless otherwise released under a prior Order of the Bankruptcy Court or under the Plan, Causes of Action against Persons arising under sections 502, 510, 541, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, or under related state or federal statutes and common law, including fraudulent transfer laws, whether or not litigation is commenced to prosecute such Avoidance Actions.

1.8 “**Ballot**” means each of the ballot forms that are distributed with the Disclosure Statement to Claimholders with Claims in Classes that are impaired under the Plan and entitled to vote under Article IV hereof in connection with the solicitation of acceptances of the Plan.

1.9 “**Bankruptcy Code**” means the Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §§ 101, et seq.

1.10 “**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware or such other court as may have jurisdiction over the Chapter 11 Cases.

1.11 “**Bankruptcy Rules**” means (a) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, (b) the Federal Rules of Civil Procedure, as amended, as applicable to the Chapter 11 Cases or proceedings therein, and (c) the Local Rules of the Bankruptcy Court, as applicable to the Chapter 11 Cases or proceedings therein, as the case may be.

1.12 “**Bar Date**” means the date or dates established by the Bankruptcy Court and/or Bankruptcy Rule 3002 by which Proofs of Claim must be filed.

1.13 “**Business Day**” means any day, excluding Saturdays, Sundays and legal holidays, on which commercial banks are open for business in Wilmington, Delaware.

1.14 “**Cash**” means U.S. currency, a certified check, cashier’s check or wire transfer of good funds from any source.

1.15 “**Causes of Action**” means, unless otherwise released under a prior Order of the Bankruptcy Court or under the Plan, any and all actions, causes of action, suits, accounts, controversies, agreements, promises, rights (including rights to legal remedies, equitable remedies, and payment), claims, cross claims, third-party claims, interests, damages, debts, judgments, demands, obligations, liabilities, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known, unknown, foreseen, unforeseen, existing, hereinafter arising, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, non-contingent, matured, unmatured, suspected, unsuspected, disputed, undisputed, secured, or unsecured, and whether asserted or assertable directly or derivatively, arising before, on, or after the Petition Date, in contract, tort, law, equity, or pursuant to any other theory of law or otherwise. Causes of Action also include: (a) any rights of setoff, counterclaim, or recoupment and any claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362 or Chapter 5 of the Bankruptcy Code; (d) any claims or defenses, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer claim. For the avoidance of doubt, the Comenity Action and all Avoidance Actions are Causes of Action.

1.16 “**Chapter 11 Cases**” means the Debtors’ bankruptcy cases pending in the Bankruptcy Court and being jointly administered with one another as case number 17-10124 (KJC) and “**Chapter 11 Case**” means any one of the Chapter 11 Cases.

1.17 “**Claim**” means a claim against any one of the Debtors, whether or not asserted, as defined in section 101(5) of the Bankruptcy Code.

1.18 “**Claim Objection Deadline**” means, subject to extension as set forth in Section 8.6 of this Plan, the date that is the first Business Day that is at least 180 calendar days after the Effective Date. For the avoidance of doubt, the Claim Objection Deadline may be extended one or more times by the Bankruptcy Court.

1.19 “**Claims Agent**” means Donlin Recano & Co., Inc., the claims and noticing agent of the Debtors.

1.20 “**Claimholder**” means a holder of a Claim.

1.21 “**Class**” means a category of Claimholders or Interestholders described in Article III of the Plan.

1.22 “**Comenity Action**” means the adversary proceeding commenced against Comenity Bank, f/k/a World Financial Network Bank, Successor by Conversion to World Financial Network National Bank in the Bankruptcy Court bearing Adversary Proceeding No. 17-50558 (KJC) and any substitute or successor action.

1.23 “**Confirmation Date**” means the date of entry of the Confirmation Order.

1.24 “**Confirmation Hearing**” means the hearing before the Bankruptcy Court on confirmation of the Plan and related matters under section 1128 of the Bankruptcy Code.

1.25 “**Confirmation Hearing Notice**” means the notice of, among other things, the time for submitting Ballots to accept or reject the Plan, the date, time and place of the Confirmation Hearing and the time for filing objections to the confirmation of the Plan.

1.26 “**Confirmation Order**” means the order entered by the Bankruptcy Court confirming in all respects all of the provisions, terms and conditions of this Plan.

1.27 “**Creditors’ Committee**” means the Official Committee of Unsecured Creditors consisting of the Persons appointed to such Committee in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code and their appointed successors, as amended from time to time.

1.28 “**Cure**” means with respect to the assumption and assignment of an executory contract or unexpired lease pursuant to section 365(b) of the Bankruptcy Code, (a) the distribution of Cash by the Debtors at or before the closing of the sale pursuant to the Asset Sale, or (b) payment of Cash by the assignee, in an amount equal to all due and payable unpaid monetary obligations, without interest, under such executory contract or unexpired lease, or such other amount as may be agreed upon by the parties to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

1.29 “**Debtors**” shall have the meaning ascribed thereto in the Introduction.

1.30 “**Deficiency Claim**” means, as to a Secured Creditor, that portion of such Secured Creditor’s Allowed Secured Claim not paid or satisfied from the proceeds of any sale or other disposition of the Debtors’ assets or return of such Secured Creditor’s collateral; and, as to any other creditor asserting a Claim that is subject to a lien or security interest in property of the Estates, such Claim to the extent it is (a) rendered an unsecured claim by virtue of section 506(a) of the Bankruptcy Code and (b) otherwise determined to be an Allowed Claim.

1.31 “**Defined Term**” means any capitalized term that is defined in this Section 1.1 of the Plan.

1.32 “**DIP Agent**” means Cerberus Business Finance LLC.

1.33 “**DIP Facility**” means that senior secured and superpriority debtor-in-possession credit facility provided pursuant to the DIP Facility Credit Agreement and DIP Order.

1.34 “**DIP Facility Claim**” means any Claim derived from, or based upon, relating to, or arising from, the DIP Facility Credit Agreement.

1.35 “DIP Facility Credit Agreement” means the Senior Secured and Superpriority Debtor-in-Possession Credit Agreement governing the DIP Facility, date as of January 18, 2017 among the Debtors, the DIP Agent and the DIP Lenders (as amended, restated, supplemented or otherwise modified from time to time), as well as any other documents entered into in connection therewith.

1.36 “DIP Lenders” means the lenders that from time to time are or were parties to the DIP Facility Credit Agreement.

1.37 “DIP Order” means the Final Order (I) Authorizing the Debtors to Obtain Post-Petition Secured Financing Pursuant to Section 364 of the Bankruptcy Code; (II) Authorizing the Debtors to Use Cash Collateral; (III) Granting Liens and Superpriority Administrative Expense Claims; (IV) Granting Adequate Protection to the Pre-Petition Lenders; (V) Modifying the Automatic Stay; and (VI) Granting Related Relief [Docket No. 233], authorizing, *inter alia*, the Debtors to enter into the DIP Facility Credit Agreement and incur the postpetition obligations thereunder (as further amended, restated, supplemented or otherwise modified from time to time), and under which the Challenge Period (defined therein) has expired and was resolved pursuant to the Stipulation (I) Resolving Committee’s Challenge Rights Under Final DIP Order; and (II) Releasing Funds Escrowed For the Benefit of the DIP Agent and the Pre-Petition Agent [Docket No. 428].

1.38 “Disallowed Claim” means a Claim, or any portion thereof, that (a) has been disallowed by a Final Order or (b) is Scheduled at zero or as contingent, disputed or unliquidated and as to which a Bar Date has been established, but no proof of claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

1.39 “Disclosure Statement” means the written disclosure statement that relates to the Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, as such disclosure statement may be amended, modified or supplemented from time to time.

1.40 “Disclosure Statement Approval Order” means a Final Order approving, among other things, the Disclosure Statement.

1.41 “Disputed Claim” means a Claim, or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim, and includes, without limitation, a Claim that (a) has not been Scheduled or is Scheduled by the Debtors as unknown or as contingent, unliquidated or disputed for which a proof of claim has been filed or (b) is the subject of an objection filed with the Bankruptcy Court and which objection has not been withdrawn or overruled by a Final Order of the Bankruptcy Court.

1.42 “Distribution” means any distribution provided for in this Plan to holders of Allowed Claims in full or partial satisfaction of such Allowed Claims.

1.43 “**Distribution Dates**” means collectively, the First Distribution Date, any Subsequent Distribution Date and the Final Distribution Date.

1.44 “**Distribution Record Date**” or “**Record Date**” means the date that is two (2) Business Days after the entry of an order by the Bankruptcy Court approving the Disclosure Statement.

1.45 “**Distribution Reserve**” means Cash from the GUC Trust in an amount equal to the Distribution or Distributions under applicable classes of Claims that shall be made on account of Disputed Claims when allowed, which Cash will be held by the GUC Trustee pending allowance of Disputed Claims, and then distributed on account of Allowed Claims in accordance with Section 8.7(a) of the Plan. The Distribution Reserve shall be funded from the GUC Trust Assets.

1.46 “**Effective Date**” means the first Business Day on which the conditions precedent set forth in Sections 10.2 of this Plan have been satisfied or waived as provided in Section 10.3 hereof.

1.47 “**Estate Assets**” means all of the right, title and interest of the Debtors in and to property of whatever type or nature (real, personal, mixed, tangible or intangible), including property of each Debtor’s Estate.

1.48 “**Estates**” means as to each Debtor the bankruptcy estate of the Debtor arising pursuant to section 541 of the Bankruptcy Code.

1.49 “**Exculpated Claim**” means any Claim related to any act or omission in connection with, derived from, based upon, related to or arising from the Debtors’ in or out-of-court sale and restructuring efforts, the Chapter 11 Cases, including the negotiation, formulation, preparation or performance of the DIP Loan Facility, the Asset Sale, the sale and liquidation of assets, formulation, preparation, dissemination, negotiation, filing, confirmation, approval, implementation or administration of the Disclosure Statement, the Plan, the property to be distributed under the Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation and Consummation and the administration and implementation of the Plan, or the Distribution of property under the Plan or any other related agreement.

1.50 “**Exculpated Party**” means each of: (a) the Debtors and (b) Creditors’ Committee and its members in their capacity as such and with respect to clauses (a) through (b) such entities’ predecessors, participants, successors and assigns, subsidiaries, affiliates, beneficial owners, managed accounts or funds, current and former officers, directors, managers, principals, shareholders, direct and indirect equity holders, members, partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other Professionals.

1.51 “**Exhibit**” means an exhibit annexed to the Plan.

1.52 “**Face Amount**” means (a) when used in reference to a Disputed or Disallowed Claim, the full stated amount claimed by the Claimholder in any proof of claim filed with the Bankruptcy Court, and (b) when used in reference to an Allowed Claim, the allowed amount of such Claim.

1.53 “**Final Decree**” means the order entered pursuant to section 350, of the Bankruptcy Code, Bankruptcy Rule 3022, and Local Rule 5009-1 closing the Chapter 11 Cases.

1.54 “**Final Distribution Date**” means the date(s) on which a final Distribution is made to holders of Allowed Claims entitled to Distributions therefrom. The Final Distribution Date(s) shall be one or more dates, as determined by the GUC Trustee, which is after the liquidation into Cash of all GUC Trust Assets (other than those assets abandoned by the Debtors or the GUC Trustee, as applicable) and the collection of other sums due or otherwise remitted or returned to the Estates or GUC Trust.

1.55 “**Final Order**” means an order or judgment, the operation or effect of which has not been stayed, reversed or amended and as to which order or judgment (or any revision, modification or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

1.56 “**First Distribution Date**” means with respect to a Claim that is Allowed as of the Effective Date, the Effective Date or the date that is as soon as reasonably practicable after the Effective Date.

1.57 “**General Unsecured Claim**” means a Claim that is not an Administrative Claim, Priority Claim, Secured Claim or Miscellaneous Secured Claim, and specifically includes, without limitation, any unsecured Deficiency Claim of any holder of a Miscellaneous Secured Claim.

1.58 “**GUC Initial Fund**” means cash in the amount of \$25,000.00.

1.59 “**GUC Trust**” means the trust established for the benefit of the GUC Trust Beneficiaries on the Effective Date in accordance with the terms of the Plan and the GUC Trust Agreement which shall be a grantor, liquidating trust within the meaning of Treasury Regulation 301.7701-4(d).

1.60 “**GUC Trust Agreement**” means the agreement substantially in the form Filed in the Plan Supplement establishing and delineating the terms and conditions of the GUC Trust.

1.61 “**GUC Trust Avoidance Actions**” means all Avoidance Actions against any Person that is not a Released Party or Exculpated Party. The failure to specifically identify in the Disclosure Statement or the Plan any potential or existing Avoidance Actions as a GUC Trust Avoidance Action is not intended to and shall not limit the rights of the GUC Trustee to pursue any such Avoidance Actions. The Debtors expressly reserve all Avoidance Actions, other than those Avoidance Actions that are expressly waived, relinquished, released, compromised, or

settled in the Plan, pursuant to the Confirmation Order, or pursuant to any other order of the Bankruptcy Court, as GUC Trust Avoidance Actions for later adjudication, and no preclusion doctrine (including the doctrines of *res judicata*, collateral estoppel, judicial estoppel, equitable estoppel, issue preclusion, claim preclusion, and laches) shall apply to such Avoidance Actions as GUC Trust Avoidance Actions on or after the Effective Date. The GUC Trustee shall have the exclusive right, power, and interest to pursue, settle, waive, abandon, or dismiss the GUC Trust Avoidance Actions.

1.62 “**GUC Trust Assets**” means collectively, (a) the GUC Initial Fund, (b) the GUC Trust Avoidance Actions and all proceeds thereof, (c) all rights of setoff and recoupment and other defenses that the Debtors and the Estates may have with respect to any General Unsecured Claims, and (d) any Remaining Cash or Revested Assets held by the Plan Administrator after payment in full of all Plan Administration Expenses, Allowed Administrative Claims (including Professional Fee Claims), Allowed Priority Tax Claims and Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class 5 and Class 6.

1.63 “**GUC Trust Beneficiaries**” means the holders of Allowed General Unsecured Claims.

1.64 “**GUC Trust Expenses**” means all reasonable and documented fees, expenses, and costs incurred by the GUC Trustee in connection with carrying out the obligations of the GUC Trust, including the maintenance or disposition of the GUC Trust Assets (including GUC Trustee fees, indemnity reserves, attorneys’ fees, the fees of other professionals, and other Persons retained by the GUC Trustee, personnel-related expenses, and any taxes imposed on the GUC Trust or in respect of the GUC Trust Assets), and any other expenses incurred in accordance with the GUC Trust Agreement.

1.65 “**GUC Trust Indemnified Parties**” means the GUC Trustee and its consultants, agents, attorneys, accountants, financial advisors, estates, employees, officers, directors, principals, professionals, and other representatives, each in their respective capacity as such, and any of such Person’s successors and assigns.

1.66 “**GUC Trust Interests**” means the non-transferable, beneficial interests in the GUC Trust that will entitle the holder thereof to the distributions of the GUC Trust Assets which will be made pursuant to the Plan and the GUC Trust Agreement, which GUC Trust Interests will be non-transferable and non-assignable except by operation of law.

1.67 “**GUC Trustee**” means Person designated by the Creditors’ Committee and the Debtors for such position in the Plan Supplement or such other Person subsequently appointed as trustee for the GUC Trust in accordance with the GUC Trust Agreement.

1.68 “**Impaired**” refers to any Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.69 “**Interest**” means the rights of any current or former holder or owner of any shares of common stock, preferred stock or any other equity securities of the Debtors

authorized and issued prior to the Confirmation Date, exclusive of any such interests held in treasury by the Debtors, and the rights of any member of the limited liability company Debtors.

1.70 “**Interestholder**” means a holder of an Interest.

1.71 “**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

1.72 “**Liberty Mutual Secured Claim**” means the Secured Claim of Liberty Mutual Insurance Company with respect to known, liquidated, contingent and unliquidated claims under the Debtors’ workers compensation program that is collateralized by Cash in the amount of approximately \$852,000.00.

1.73 “**Liquidating Debtors**” means the Debtors on and after the Effective Date.

1.74 “**Miscellaneous Secured Claim**” means any Secured Claim other than the DIP Facility Claim, the Prepetition Revolving Secured Claim, the Prepetition Term Secured Claim, and the Liberty Mutual Secured Claim whether by operation of law, contract or otherwise, but solely to the extent of the value, as of the Effective Date, or such other date as is established by the Bankruptcy Court, of such security interest or lien after giving effect to all security interests or liens senior in priority.

1.75 “**Net Recoveries**” shall mean the net proceeds of the liquidation of the Assets of the Debtors after payment of all necessary and actual fees and expenses associated with the liquidation of such Assets.

1.76 “**Non-Compensatory Penalty Claim**” means any Claim, secured or unsecured, for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, to the extent such fine, penalty, forfeiture or damages are not compensation for actual pecuniary loss suffered by the holder of such Claim.

1.77 “**Person**” means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization or other entity.

1.78 “**Petition Date**” means, as to each Debtor, January 17, 2017, which is the date on which each Debtor filed its petition commencing its Chapter 11 Case.

1.79 “**Plan**” means the plan which is herein jointly proposed by the Debtors, as consolidated entities, for the resolution of outstanding Claims and Interests in the Chapter 11 Cases, as such plan may be amended or modified from time to time in accordance with the Bankruptcy Code and after consultation with the Creditors’ Committee.

1.80 “**Plan Administration Expenses**” means any and all reasonable fees, costs, and expenses incurred by the Plan Administrator (or any Person engaged by the Plan Administrator to effect Distributions or otherwise assist the Plan Administrator with its duties under the Plan) in connection with any of its duties under the Plan, including (i) any

administrative fees; (ii) attorneys' or other professionals' fees and expenses of the Plan Administrator; (iii) insurance fees; (iv) taxes; (v) escrow expenses; (vi) fees payable under 28 U.S.C. § 1930; (vii) costs associated with any maintenance, liquidation, and administration of any going concern as part of the wind down of the Debtors' business operations (including all costs associated with administering and collecting the Receivables); (viii) costs to maintain any Revested Assets while they are held for sale or otherwise liquidated; and (ix) fees incurred in connection with the making of Distributions.

1.81 "Plan Administrator" means the Person designated for such position in the Plan Supplement or such other Person appointed in accordance with Section 6.2(a) of the Plan, acting pursuant to the authority granted under Section 6.2(c) of the Plan.

1.82 "Plan Supplement" means the compilation of documents and forms of documents, schedules and Exhibits to the Plan to be filed no later than seven (7) days before the Confirmation Hearing, in consultation with the Creditors' Committee, on notice to parties in interest, and additional documents filed before the Effective Date as supplements or amendments to the Plan Supplement (all in consultation with the Creditors' Committee). The Debtors shall have the right to amend the documents contained in, and Exhibits to, the Plan Supplement through the Effective Date in consultation with the Creditors' Committee.

1.83 "Prepetition Revolving Secured Agent" means Bank of America, National Association, together with its successors and assigns.

1.84 "Prepetition Revolving Secured Claim" means those claims held by the Prepetition Revolving Secured Agent and Prepetition Revolving Secured Lenders on account of amounts owed under the Prepetition Revolving Secured Credit Facility.

1.85 "Prepetition Revolving Secured Credit Agreement" means the Credit Agreement by and among the Debtors, Prepetition Revolving Secured Agent and the Prepetition Revolving Secured Lenders, dated as of August 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time).

1.86 "Prepetition Revolving Secured Credit Facility" means that certain prepetition revolving secured credit facility established by the Prepetition Revolving Secured Credit Agreement.

1.87 "Prepetition Revolving Secured Lenders" means the parties that time to time are or were lenders under Prepetition Revolving Secured Credit Agreement, together with their successors and assigns.

1.88 "Prepetition Term Secured Agent" means Cerberus Business Finance, LLC, together with its successors and assigns.

1.89 "Prepetition Term Secured Claim" means those claims held by the Prepetition Term Secured Agent and Prepetition Term Secured Lenders on account of amounts owed under the Prepetition Term Secured Credit Facility.

1.90 “**Prepetition Term Secured Credit Agreement**” means the Term Loan Agreement by and among the Debtors, Prepetition Term Secured Agent and the Prepetition Term Secured Lenders, dated as of December 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time).

1.91 “**Prepetition Term Secured Credit Facility**” means that certain prepetition revolving secured credit facility established by the Prepetition Term Secured Credit Agreement.

1.92 “**Prepetition Term Secured Lenders**” means the parties that time to time are or were lenders under Prepetition Term Secured Credit Agreement, together with their successors and assigns.

1.93 “**Preserved Claims**” means all Causes of Action of the Debtors or the Estates, but excluding (i) all Causes of Action that are expressly waived, relinquished, released, compromised, or settled in the Plan, pursuant to the Confirmation Order, or pursuant to any other order of the Bankruptcy Court; and (ii) all GUC Trust Avoidance Actions. The failure to specifically identify in the Disclosure Statement or the Plan any potential or existing Causes of Action as a Preserved Claim is not intended to and shall not limit the rights of the Plan Administrator to pursue any such Causes of Action. The Debtors expressly reserve all Causes of Action, other than those Causes of Action that are expressly waived, relinquished, released, compromised, or settled in the Plan, pursuant to the Confirmation Order, or pursuant to any other order of the Bankruptcy Court, as Preserved Claims for later adjudication, and no preclusion doctrine (including the doctrines of *res judicata*, collateral estoppel, judicial estoppel, equitable estoppel, issue preclusion, claim preclusion, and laches) shall apply to such Causes of Action as Preserved Claims on or after the Effective Date.

1.94 “**Priority Non-Tax Claim**” means any Claim of a kind specified in section 507(a)(3), (4), (5), (6), (7) or (9) of the Bankruptcy Code but not including the Priority WARN Claim or Administrative Claims.

1.95 “**Priority Tax Claim**” means any Claim of a governmental unit of the kind specified in sections 502(i) or 507(a)(8) of the Bankruptcy Code.

1.96 “**Priority WARN Claim**” means any Claim of any Person under The Worker Adjustment and Retraining Notification Act 29 U.S.C. §2101 *et seq.*, or other similar state statute, that is of a kind specified in section 507(a)(4) or (5) of the Bankruptcy Code.

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

1.98 “**Professional**” means a professional retained in the Chapter 11 Cases pursuant to sections 327, 328 and 1103 of the Bankruptcy Code, or otherwise.

1.99 “Professional Fee Claim” means a Claim of a Professional for compensation or reimbursement of costs and expenses relating to services rendered after the Petition Date and prior to and including the Effective Date.

1.100 “Professional Fee Claim Bar Date” shall have the meaning set forth in Section 4.2(a) of the Plan.

1.101 “Professional Fee Claim Reserve” means the reserve established and funded by the Plan Administrator pursuant to Section 4.2 of the Plan to provide sufficient funds to satisfy in full all unpaid Allowed Professional Fee Claims.

1.102 “Professional Fee Order” means an order or orders establishing procedures for the interim compensation for Professionals that has been or may be entered by the Bankruptcy Court.

1.103 “Record Date” or “Distribution Record Date” means the date that is two (2) Business Days after the entry of an order by the Bankruptcy Court approving the Disclosure Statement.

1.104 “Released Party” means each of: (a) the Debtors; (b) the Sponsor; (c) the Creditors’ Committee and its members in their capacity as such; and (d) with respect to each of the foregoing entities in clauses (a) through (c), each and all of such entities’ direct and indirect current and former: equity holders, affiliates, predecessors, participants, successors and assigns, parents, subsidiaries, partners (including general partners and limited partners), managed accounts or funds, management companies, fund advisors, investors, beneficial owners, managing members, directors, managers, officers, principals, advisory board members, controlling persons, employees, agents, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives and other professionals, advisors, and representatives, and each and all of their respective heirs, successors, and legal representatives; provided that any holder of a Claim or Interest that opts out of the releases shall not be a “Released Party.”

1.105 “Releasing Parties” means each of: (a) the Debtors, (b) the Prepetition Revolving Secured Lenders, (c) the Prepetition Term Secured Lenders, (d) the Prepetition Revolving Secured Agent, (e) the Prepetition Term Secured Agent, (f) the DIP Lenders, (g) the DIP Agent, (h) the holders of Interests, (i) the Sponsors, (j) all holders of Claims that vote to accept or are deemed to accept the Plan; (k) all holders of Claims or Interests that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; and (l) all holders of Claims or Interests that vote to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; and (m) with respect to each of the foregoing entities in clauses (a) through (l), each and all of such entities’ direct and indirect current and former: equity holders, affiliates, predecessors, participants, successors and assigns, parents, subsidiaries, partners (including general partners and limited partners), managed accounts or funds, management companies, fund advisors, investors, beneficial owners, managing members, directors, managers, officers, principals,

advisory board members, controlling persons, employees, agents, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives and other professionals, advisors, and representatives, and each and all of their respective heirs, successors, and legal representatives.

1.106 “Remaining Cash” means the amount of Available Cash, if any, remaining after the full and indefeasible satisfaction of all Administrative Claims, Priority Tax Claims, Allowed Class 1 Claims, Allowed Class 2 Claims, Allowed Class 3 Claims, Allowed Class 4 Claims, Allowed Class 5 Claims and Allowed Class 6 Claims in accordance with the Plan.

1.107 “Revested Assets” means all Estate Assets other than GUC Trust Assets.

1.108 “Scheduled” means, with respect to any Claim or Interest, the status and amount, if any, of such Claim or Interest as set forth in the Schedules.

1.109 “Schedules” means the schedules of assets and liabilities filed in the Bankruptcy Court by the Debtors, as such schedules have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

1.110 “Section 503 Deadline” shall have the meaning ascribed thereto in Section 2.3 of the Plan.

1.111 “Secured Claim” means a Claim secured by a properly perfected and unavoidable security interest in or lien upon property of the Estates to the extent of the value of such security interest or lien as determined by a Final Order of the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code or as otherwise agreed upon in writing by the Debtors and the Claimholder. Without limiting the generality of the foregoing, the DIP Facility Claim, the Prepetition Revolving Secured Claim and the Prepetition Term Secured Claim shall be deemed to be a Secured Claim to the extent of the value of the property of the Estates that secure such Claim.

1.112 “Secured Creditor” means any Creditor that holds a Secured Claim.

1.113 “Sponsor” means Sun Capital Partners, Inc., Sun Capital Partners IV, L.P.; Sun Capital Partners V, L.P.; Sun Mod Fashions IV, LLC; Sun Mod Fashions V, LLC; and Sun Capital Partners V, L.P.

1.114 “Subordinated Claim” means, collectively, any Non-Compensatory Penalty Claim and any other Claim that is subordinated to General Unsecured Claims pursuant to Section 510 of the Bankruptcy Code.

1.115 “Subsequent Distribution Date” means any date, as determined by the GUC Trustee which is after the First Distribution Date and prior to the Final Distribution Date, on which the GUC Trustee commences a Distribution to Holders of Allowed Claims pursuant to the Plan.

1.116 “**Tax Refunds**” means the Claim of a Debtor for a refund of state or federal income taxes other than any refund of state income taxes received by a Debtor prior to the Petition Date.

1.117 “**Unimpaired**” refers to any Claim or Interest which is not Impaired.

1.118 “**U.S. Trustee**” means the Office of the United States Trustee for the District of Delaware.

1.119 “**WARN Action**” means the adversary proceeding commenced against the Debtors in the Bankruptcy Court bearing Adversary Proceeding No. 17-50005 (KJC) and any substitute or successor action.

1.120 “**Wind Down End Date**” means the date on which (a) the Plan Administrator determines that the pursuit of additional Preserved Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Preserved Claims or determines to abandon any remaining Revested Assets, (b) all objections to Disputed Administrative Claims, Disputed Secured Claims and Disputed Priority Claims are fully resolved, (c) all Distributions required to be made by the Plan Administrator have been made, (d) the Revested Assets have been liquidated, abandoned, or otherwise administered under the Plan, and (e) the Plan Administrator either has obtained authority from the Bankruptcy Court for the entry of the Final Decree or has been relieved of further duties pursuant to the Plan.

C. Rules of Interpretation: Application of Definitions, Rules of Construction, and Computation of Time

Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter. For purposes of the Plan: (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the document shall be substantially in that form or substantially on those terms and conditions; (b) any reference in the Plan to an existing document or exhibit filed or to be filed means the document or exhibit as it may have been or may be amended, modified, or supplemented; (c) unless otherwise specified, all references in the Plan to Sections, Schedules, and Exhibits are references to sections, schedules, and exhibits of or to the Plan. Unless otherwise specified, the words "herein," "hereof," "hereto," "hereunder," and other words of similar meaning refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. The rules of construction contained in Bankruptcy Code section 102 shall apply to the construction of the Plan. The headings in the Plan are for convenience of reference only and shall not expand, limit, or otherwise affect the provisions of the Plan. Unless otherwise indicated herein, all references to dollars are to United States dollars. Unless otherwise expressly provided herein, in computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

D. Exhibits

All Exhibits are incorporated into and are a part of the Plan as if set forth in full herein and as may be filed with the Plan Supplement.

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Interests in the Debtors. A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and receiving Distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and their treatment is set forth in Article 2 above.

This Plan provides for the substantive consolidation of the Debtors. All Allowed Claims and Interests are consolidated into the Classes set forth below.

CLASS	DESCRIPTION	IMPAIRMENT	VOTING STATUS
Unclassified	DIP Claims	Unimpaired	Not entitled to vote
Unclassified	Administrative Claims	Unimpaired	Not entitled to vote
Unclassified	Professional Fee Claims	Unimpaired	Not entitled to vote
Unclassified	Priority Tax Claims	Unimpaired	Not entitled to vote
Class 1	Prepetition Revolving Secured Claims	Unimpaired	Not entitled to vote (deemed to accept)
Class 2	Prepetition Term Secured Claims	Unimpaired	Not entitled to vote (deemed to accept)
Class 3	Liberty Mutual Secured Claim	Impaired	Entitled to Vote
Class 4	Miscellaneous Secured Claims	Unimpaired	Not entitled to vote (deemed to accept)
Class 5	Priority WARN Claim	Impaired	Entitled to Vote
Class 6	Priority Non-Tax Claims	Impaired	Entitled to Vote
Class 7	General Unsecured Claims	Impaired	Entitled to Vote
Class 8	Subordinated Claims	Impaired	Not entitled to vote (deemed to reject)
Class 9	Interests	Impaired	Not entitled to vote (deemed to reject)

ARTICLE III
DENTIFICATION OF CLASSES OF CLAIMS AND INTERESTS
IMPAIRED AND NOT IMPAIRED BY THE PLAN

3.1 Unimpaired Classes of Claims. Class 1 Prepetition Revolving Secured Claims, Class 2 Prepetition Term Secured Claims and Class 4 Miscellaneous Secured Claims are not Impaired by the Plan and are deemed to have accepted the Plan.

3.2 Impaired Classes of Claims Entitled to Vote. Class 3 Liberty Mutual Secured Claim, Class 5 Priority WARN Claim, Class 6 Priority Non-Tax Claims and Class 7 General Unsecured Claims are Impaired under the Plan and are entitled to vote on the Plan.

3.3 Impaired Classes of Claims and Interests Deemed to Have Rejected the Plan. Class 8 Subordinated Claims and Class 9 Interests are Impaired under the Plan, shall receive no Distributions under the Plan on account of their Interests and are deemed to have rejected the Plan.

ARTICLE IV
PROVISIONS FOR TREATMENT OF UNCLASSIFIED CLAIMS
ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

4.1 DIP Facility Claim. The DIP Facility has been indefeasibly paid in full in cash, and the DIP Agent and DIP Lender have no Claims against the Debtors or the Debtors' Assets.

4.2 Administrative Claims - Professional Claims.

(a) Final Professional Fee Applications. All final requests for payment of Professional Fee Claims pursuant to Bankruptcy Code sections 327, 328, 330, 331, 363, 503(b), or 1103 must be made by application Filed with the Bankruptcy Court and served on counsel to the Plan Administrator, counsel to the Prepetition Agent, and counsel to the U.S. Trustee no later than forty-five (45) calendar days after the Effective Date, unless otherwise ordered by the Bankruptcy Court (the "**Professional Fee Claim Bar Date**"). Objections to such applications must be Filed and served on counsel to the Plan Administrator, counsel to the Creditors' Committee, counsel to the U.S. Trustee, and the requesting Professional on or before the date that is fifteen (15) calendar days after the date on which the applicable application was served (or such longer period as may be allowed by order of the Bankruptcy Court or by agreement with the requesting Professional).

(b) Payment of Interim Amounts. The provisions of the Professional Fee Order shall remain in effect as to amounts owing to Professionals prior to the Effective Date.

(c) Payment of Professional Fee Claims. All Professional Fee Claims shall be paid by the Plan Administrator to the extent approved by order of the Bankruptcy Court within five (5) Business Days after entry of such order. On the Effective Date, the Plan Administrator shall establish the Professional Fee Claim Reserve. The Professional Fee Claim Reserve shall vest in the Plan Administrator and shall be maintained by the Plan Administrator in accordance

with the Plan. The Plan Administrator shall fully fund the Professional Fee Claim Reserve on the Effective Date in an amount that is agreed upon by the Debtors, the Prepetition Agent, and the Creditors' Committee prior to the Confirmation Date and that approximates the total projected amount of unpaid Professional Fee Claims on the Effective Date. If the Debtors, the Prepetition Agent, and the Creditors' Committee are unable to agree on an amount by which the Professional Fee Claim Reserve is to be funded, then any of those parties may submit the issue to the Bankruptcy Court, which, following notice and a hearing, shall fix the amount of the required funding. All Professional Fee Claims that have not previously been paid, otherwise satisfied, or withdrawn shall be paid from the Professional Fee Claim Reserve. Any excess funds in the Professional Fee Claim Reserve shall be released to the Plan Administrator to be used for other purposes consistent with the Plan.

(d) Post-Effective Date Services. After the Effective Date, any requirement that Professionals comply with the Professional Fee Order or sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate. The Plan Administrator shall pay any Professionals for Post-Effective Date services requested by the Plan Administrator. The GUC Trustee shall pay any Professionals for Post-Effective Date services requested by the GUC Trustee.

4.3 Administrative Claims - Substantial Contribution Compensation and Expenses Bar Date. Any person or entity who requests compensation or expense reimbursement for making a substantial contribution (“**Substantial Contribution Claim**”) in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code must file an application with the clerk of the Bankruptcy Court on or before a date that is thirty (30) days subsequent to the Effective Date (the “**Section 503 Deadline**”) and serve such application on counsel for the GUC Trustee and on all other parties as otherwise required by the Bankruptcy Court and the Bankruptcy Code on or before the Section 503 Deadline, or be forever barred from seeking such compensation or expense reimbursement. All Allowed Substantial Contribution Claims shall be paid by the Plan Administrator within thirty (30) days of allowance by the Bankruptcy Court.

4.4 Administrative Claims – Allowed Section 503(b)(9) Claims. Allowed Section 503(b)(9) Claims shall be paid in full in Cash by the Plan Administrator as soon as reasonably practicable after the Effective Date.

4.5 Administrative Claims – Allowed Administrative Tax Claims under section 503(b)(1)(B) and (C) of the Bankruptcy Code. Allowed Administrative Claims under section 503(b)(1)(B) and (C) of the Bankruptcy Code shall be paid in full in Cash by the Plan Administrator as soon as reasonably practicable after the Effective Date.

4.6 Other Administrative Claims Bar Date. All requests for payment of an Administrative Claim other than Professional Claims, DIP Facility Claims, Administrative Tax Claims under sections 503(b)(1)(B) and (C), amounts owed to the U.S. Trustee, Substantial Contribution Claims and Section 503(b)(9) Claims must be filed with the Bankruptcy Court and served on counsel to the Plan Administrator no later than thirty (30) days after the Effective Date. Unless the Plan Administrator objects to an Administrative Claim on or prior to the Claims Objection Deadline (subject to extension by consent or court order) such Administrative

Claim shall be deemed an Allowed Administrative Claim in the amount requested. All such Allowed Administrative Claims shall be paid in full in Cash by the Plan Administrator as soon as reasonably practicable after the Effective Date.

4.7 Priority Tax Claims. In full satisfaction, settlement, and release of and in exchange for such Claims, Allowed Priority Tax Claims shall be paid by the Plan Administrator, at the Plan Administrator's option, as follows: (a) Cash equal to the unpaid portion of the Face Amount of such Allowed Priority Tax Claim on the later of the Effective Date or thirty (30) calendar days following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim; (b) in regular installment payments in Cash over a period not exceeding three (3) years after the Petition Date, plus interest on the unpaid portion thereof at the rate determined under applicable non-bankruptcy law as of the calendar month in which the Confirmation Date occurs (*provided* that such election shall be without prejudice to the right to prepay any such Allowed Priority Tax Claim in full or in part without penalty); or (c) such other treatment as to which the holder of an Allowed Priority Tax Claim and the Plan Administrative shall have agreed upon in writing.

ARTICLE V PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS

5.1 Class 1 (Prepetition Revolving Secured Claim). The holder of the Prepetition Revolving Secured Claim was paid in full, in Cash, prior to the Petition Date. The holder of the Prepetition Revolving Secured Claim has no further Claim against the Debtors and will not receive any Distributions under the Plan.

5.2 Class 2 (Prepetition Term Secured Claim). The holder of the Prepetition Term Secured Claim was indefeasibly paid in full, in Cash, by the Debtors. The holder of the Prepetition Term Secured Claim has no further Claim against the Debtors and will not receive any Distributions under the Plan.

5.3 Class 3 (Liberty Mutual Secured Claims). Except to the extent that a holder of an Allowed Class 3 Liberty Mutual Secured Claim agrees to a less favorable treatment, as a compromise with respect to Liberty Mutual Secured Claim and the in full satisfaction of the Liberty Mutual Secured Claim, Liberty Mutual shall receive the agreed sum of \$[●] from the Cash held by Liberty Mutual to collateralize the Liberty Mutual Secured Claim and the balance of such Cash held by Liberty Mutual shall be paid to the Liquidating Debtors or Plan Administrator, as applicable.

5.4 Class 4 (Miscellaneous Secured Claims). Except to the extent that a holder of an Allowed Class 4 Claim agrees to a less favorable treatment, the holder of each Allowed Class 3 Claim shall receive at the discretion of the Plan Administrator: (i) Cash in an amount equal to the lesser of (a) the amount of Allowed Secured Claim and (b) the value of the Debtors' property securing such Allowed Secured Claim currently in the possession of the Debtors or GUC Trust minus the amount of claims secured by such property with legal priority senior to the lien priority of the holder of such Allowed Class 4 Claim; (ii) delivery of the property securing such Allowed Class 4 Claim; or (iii) other treatment such that the Allowed

Class 4 Claim shall be rendered Unimpaired. Any Allowed Deficiency Claim of a holder of an Allowed Class 4 Claim shall be treated as a Class 7 General Unsecured Claim.

5.5 Class 5 (Priority WARN Claims). Except to the extent that a holder of Class 5 Priority WARN Claim agrees to a less favorable treatment, the holder of each Class 5 Priority WARN Claim shall receive at the discretion of the Plan Administrator and after payment of all Allowed Administrative Claims, including Professional Claims, Allowed Claims in Class 1, Class 2, Class 3, and Class 4, either: (i) Cash in the amount of the Allowed Priority WARN Claim as may be agreed upon by the Plan Administrator and the Holders of Allowed Priority WARN Claims; (ii) its Pro Rata share of Cash in the amount of \$[●]; or (iii) Cash in the amount of each Allowed Priority WARN Claim as may be fixed by Final Order of the Bankruptcy Court.

5.6 Class 6 (Priority Non-Tax Claims). Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, each holder of such Allowed Priority Non-Tax Claim shall either: (a) be paid in full in Cash to the extent that there is sufficient Available Cash to pay such Allowed Priority Non-Tax Claims in full after payment in full of all Allowed Administrative Claims, including Professional Claims, Allowed Priority Tax Claims and Allowed Claims in Class 1, Class 2, Class 3, Class 5 and Class 6; or (b) to the extent that there are not sufficient GUC Trust Assets to pay Allowed Priority Non-Tax Claims in full, each holder of such Allowed Priority Non-Tax Claim shall receive its Pro Rata share of the Available Cash after payment in full of all Allowed Administrative Claims, including Professional Claims, Allowed Priority Tax Claims and Allowed Claims in Class 1, Class 2, Class 3, Class 4 and Class 5. Allowed Priority Non-Tax Claims shall be paid as soon as reasonably practicable after the Effective Date and after the reconciliation of all Disputed Priority Non-Tax Claims, unless the Plan Administrator, in his, her or its sole discretion, determines that an earlier Distribution is practicable consistent with the Plan.

5.7 Class 7 (General Unsecured Claims). Except to the extent that a holder of an Allowed Class 7 General Unsecured Claim agrees to a less favorable treatment, each holder of an Allowed Class 7 General Unsecured Claim shall receive its Pro Rata share of GUC Trust Interests after payment in full of (or reserve for) GUC Trust Expenses, all Allowed Administrative Claims (including Professional Fee Claims), Allowed Priority Tax Claims and Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class 5 and Class 6. Distributions on Account of Allowed Class 7 General Unsecured Claims shall be made as soon as reasonably practicable after the Effective Date and after the reconciliation of all Disputed General Unsecured Claims, unless the GUC Trustee, in his, her or its sole discretion, determines that an earlier Distribution is practicable consistent with the Plan.

5.8 Class 8 (Subordinated Claims). The holders of Allowed Class 8 Subordinated Claims shall not be entitled to, and shall not receive or retain any property or interest in property under the Plan, on account of such Subordinated Claims.

5.9 Class 9 (Interests). The holders of Interests in Class 9 shall have their Interests against the Debtors extinguished as of the Effective Date and shall receive no Distributions under this Plan.

ARTICLE VI
MEANS FOR IMPLEMENTATION OF THE PLAN

After the Effective Date, the Plan will be implemented by, among other things, the establishment of the Plan Administrator, the establishment of the GUC Trust, and the making of Distributions by the Plan Administrator and the GUC Trust, as applicable, in accordance with the Plan.

6.1 The Liquidating Debtors' Post-Effective-Date Corporate Affairs.

(a) Debtors' Existing Directors, Officers, and Managers. On the Effective Date, each of the Debtors' existing directors, officers, and managers shall be terminated automatically without the need for any corporate action or approval and without the need for any corporate filings, and shall have no continuing obligations to the Debtors or the Estates following the occurrence of the Effective Date.

(b) Wind Down and Dissolution of the Liquidating Debtors.

(i) On the Effective Date, one new share of Holdings common stock will be issued to the Plan Administrator to hold in its capacity as Plan Administrator and as the sole shareholder of Holdings. No intercompany Equity Interests shall be cancelled pursuant to the Plan, and all intercompany Equity Interests shall be unaffected by the Plan and continue in place following the Effective Date, solely for the administrative convenience of maintaining the Debtors' existing corporate structure.

(ii) On the Effective Date, each of the Liquidating Debtors shall maintain the applicable Debtor's current corporate form. After the Effective Date, the Plan Administrator may decide to (i) maintain each Liquidating Debtor as a corporation or limited liability company, as applicable, in good standing until such time as all aspects of the Plan pertaining to such Liquidating Debtor have been completed, or (ii) at such time as the Plan Administrator considers appropriate and consistent with the implementation of the Plan pertaining to such Liquidating Debtor, merge, dissolve, or otherwise terminate the existence of such Liquidating Debtor and complete the winding down of such Liquidating Debtor without the necessity for any other or further actions to be taken by or on behalf of such dissolving Liquidating Debtor or any other Person or any payments to be made in connection therewith. On and as of the Closing Date, each of the Liquidating Debtors that was not previously dissolved by the Plan Administrator shall be dissolved automatically without the need for any corporate action or approval and without the need for any corporate filings.

(iii) On and after the Effective Date, pursuant to the Plan, the Plan Administrator shall have the right, but not the obligation, to wind down, sell, and otherwise liquidate all Revested Assets.

(c) Corporate Documents and Corporate Authority.

(i) As of the Effective Date, the certificate of incorporation, bylaws, or articles of organization, as applicable, of each Debtor shall be deemed amended to the extent necessary to carry out the provisions of the Plan.

(ii) The entry of the Confirmation Order shall constitute authorization for the Debtors, the Liquidating Debtors, the Plan Administrator, and the GUC Trustee, as applicable, to take or cause to be taken all actions (including, if applicable, corporate actions) necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on, and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act, or action under any applicable law, order, rule, or regulation.

6.2 The Plan Administrator.

(a) Appointment. On and after the Effective Date, the initial Plan Administrator identified in the Plan Supplement shall become and serve as Plan Administrator.

(b) Vesting of Revested Assets. On the Effective Date, the Debtors and each of their Estates shall irrevocably vest in the applicable Liquidating Debtor for purposes of administration, by the Plan Administrator, of all of their respective rights, title, and interest in and to all Revested Assets, and in accordance with section 1141 of the Bankruptcy Code. Except as specifically provided in the Plan or the Confirmation Order, the Revested Assets shall automatically vest in the applicable Liquidating Debtor free and clear of all Claims, Liens, encumbrances, or interests, and such vesting shall be exempt from any stamp, real estate transfer, other transfer, mortgage reporting, sales, use, or other similar tax. The Plan Administrator shall be the exclusive representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code regarding all Revested Assets.

(c) Authority. The Plan Administrator shall have the sole authority and right on behalf of each of the Debtors, the Liquidating Debtors, and their respective Estates, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including to:

(i) review, reconcile, compromise, settle, or object to Administrative Claims, Professional Fee Claims, Priority Tax Claims and Claims in Class 1, Class 2, Class 3, Class 4, Class 5 and Class 6, defend the WARN Action, if necessary, and resolve such objections as set forth in the Plan, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules;

(ii) calculate the amount of Distributions to be made to holders of Allowed Administrative Claims, including Professional Claims, Allowed Priority Tax Claims and Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class 5 and Class 6 Claims in accordance with the Plan, and use Cash to make Distributions in accordance with the Plan;

(iii) review, reconcile, enforce, collect, compromise, settle, or elect not to pursue any or all Preserved Claims or similar actions, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules;

(iv) retain, compensate, and employ professionals and other Persons to represent the Plan Administrator with respect to and in connection with its rights and responsibilities;

(v) establish, maintain, and administer all documents and accounts of the Liquidating Debtors as appropriate, which shall be segregated to the extent appropriate in accordance with the Plan;

(vi) maintain, conserve, supervise, prosecute, collect, settle, and protect the Revested Assets (subject to the limitations described herein);

(vii) sell, liquidate, transfer, assign, distribute, abandon, or otherwise dispose of the Revested Assets or any part thereof (including, for the avoidance of doubt, any or all of the Receivables) or any interest therein upon such terms as the Plan Administrator determines to be necessary, appropriate, or desirable in its sole discretion;

(viii) invest Cash of the Liquidating Debtors and the Estates, including any Cash realized from the liquidation of the Revested Assets;

(ix) pay the Plan Administration Expenses;

(x) the winding down of the remaining affairs of the Debtors (including, to the extent not already terminated, the 401K and other employee health and benefit plans of the Debtors);

(xi) prepare and file any and all informational returns, reports, statements, returns, and other documents or disclosures relating to the Debtors or the Liquidating Debtors that are required under the Plan, by any governmental unit, or by applicable law;

(xii) take such actions as are necessary or appropriate to close or dismiss any or all of the Chapter 11 Cases;

(xiii) comply with the Plan, exercise the Plan Administrator's rights, and perform the Plan Administrator's obligations;

(xiv) exercise such other powers as deemed by the Plan Administrator to be necessary and proper to implement the provisions of the Plan;

(xv) execute any and all documents and instruments necessary to effectuate the provisions of the Plan;

(xvi) amendment of any Liquidating Debtor's organizational documents and dissolution of the Liquidating Debtors under applicable state law; and

(xvii) To the extent necessary to give full effect to its exclusive administrative rights and duties under the Plan, the Plan Administrator shall be deemed to be vested with all rights, powers, privileges, and authorities of (i) a board of directors or an appropriate corporate officer of each of the Liquidating Debtors under any applicable non-bankruptcy law and (ii) a

“trustee” of each of the Liquidating Debtors under sections 704 and 1106 of the Bankruptcy Code.

(d) Tax Reporting.

(i) The Plan Administrator shall file any and all tax returns for the Liquidating Debtors and the Estates, as applicable, provided however, the Plan Administrator shall have no personal liability for the signing or accuracy of the Debtors’ or Liquidating Debtors’ tax returns that are due to be filed after the Effective Date or for any tax liability related thereto.

(ii) The Plan Administrator shall be responsible for payment, out of the Revested Assets, of any taxes imposed on the Liquidating Debtors or the Revested Assets.

(iii) The Plan Administrator shall distribute such tax-related notices to the applicable holders of Allowed Claims as the Plan Administrator determines are necessary or desirable.

(e) Disbursing Agent. The Plan Administrator shall serve as or may select an alternative disbursing agent for all Allowed Claims other than Allowed General Unsecured Claims under the Plan.

(f) Preservation of All Preserved Claims. The Plan Administrator shall have the exclusive right, on behalf of the Estates, to institute, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw any and all Preserved Claims without any further order of the Bankruptcy Court, except as otherwise provided herein. From and after the Effective Date, the Plan Administrator, in accordance with section 1123(b)(3) of the Bankruptcy Code, shall serve as a representative of the Estates with respect to any and all Preserved Claims and shall retain and possess the right to commence, pursue, settle, compromise, or abandon, as appropriate, any and all Preserved Claims in any court or other tribunal.

(g) Removal of the Plan Administrator. The Plan Administrator may be removed for cause, as determined by an order of the Bankruptcy Court pursuant to a regularly-noticed motion by a party in interest in the Chapter 11 Cases.

(h) Resignation of the Plan Administrator. The Plan Administrator may resign by giving not less than thirty (30) calendar days’ prior notice thereof in a notice Filed in the Chapter 11 Cases.

(i) Successor Plan Administrator. In the event the Plan Administrator is removed or resigns, or if the Plan Administrator otherwise vacates the position, a successor Plan Administrator shall be nominated by the Liquidating Debtors, with the appointment of such nominee as successor Plan Administrator effective upon filing a notice with the Bankruptcy Court. Any successor Plan Administrator appointed hereunder shall execute an instrument accepting such appointment and shall deliver such acceptance to the Bankruptcy Court. Thereupon, such successor Plan Administrator shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of the predecessor Plan Administrator

with like effect as if originally named herein; *provided, however*, that a removed or resigning Plan Administrator shall, nevertheless, when requested in writing by the successor Plan Administrator, execute and deliver any reasonable instrument or instruments conveying and transferring to such successor Plan Administrator all the estates, properties, rights, powers, trusts, and duties of such removed or resigning Plan Administrator.

(j) Termination of the Plan Administrator. The Plan Administrator's role as Plan Administrator shall be terminated on the Wind Down End Date.

6.3 The GUC Trust.

(a) Creation and Governance of the GUC Trust. On the Effective Date, the Debtors and the GUC Trustee shall execute the GUC Trust Agreement and shall take all steps necessary to establish the GUC Trust in accordance with the Plan and the beneficial interests therein, which shall be for the benefit of the GUC Trust Beneficiaries. Additionally, on the Effective Date, the Debtors shall irrevocably transfer and shall be deemed to have irrevocably transferred to the GUC Trust all rights, title, and interest in and to all of the GUC Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the GUC Trust Assets shall automatically vest in the GUC Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the GUC Trust Interests and the GUC Trust Expenses, as provided for in the GUC Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, other transfer, mortgage reporting, sales, use, or other similar tax. The GUC Trustee shall be the exclusive trustee of the GUC Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to Bankruptcy Code section 1123(b)(3) regarding all GUC Trust Assets. The GUC Trust shall be governed by the GUC Trust Agreement and administered by the GUC Trustee. The powers, rights, and responsibilities of the GUC Trustee shall be specified in the GUC Trust Agreement. The GUC Trust shall hold and distribute the GUC Trust Assets in accordance with the provisions of the Plan and the GUC Trust Agreement. Other rights and duties of the GUC Trustee and the GUC Trust Beneficiaries shall be as set forth in the GUC Trust Agreement. After the Effective Date, the Liquidating Debtors shall have no interest in the GUC Trust Assets.

(b) Purpose of the GUC Trust. The GUC Trust shall be established for the purpose of pursuing or liquidating the GUC Trust Assets, reconciling and objecting to General Unsecured Claims, prosecuting GUC Trust Avoidance Actions and making Distributions to holders of Allowed General Unsecured Claims in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

(c) Powers of the GUC Trustee. The GUC Trustee shall be deemed to be a judicial substitute for each of the Debtors as the party-in-interest in these Bankruptcy Cases solely with respect to the purposes of the GUC Trust set forth in Section 6.3(b) of the Plan, under the Plan or in any judicial proceeding or appeal to which the Debtors are a party, consistent with section 1123(b)(3)(B) of the Bankruptcy Code and section 303 of the Delaware General Corporation Law, and is appointed as the representative of the Estates solely for the purposes set forth in Section 6.3(b) of the Plan. Solely with respect to the purposes of the GUC Trust set forth in Section 6.3(b) of the Plan, the GUC Trustee may exercise all power and authority that may be exercised by any officer, director or holder of an Interest in the Debtors with like effect

as if authorized, exercised and taken by unanimous consent of such officers, directors or holders of Interests.

(d) Employment, Indemnification and Other Agreements. The GUC Trustee may enter into employment, indemnification and other agreements with individuals who may be required to assist the GUC Trustee after the Effective Date. Such agreements, in addition to director and officer liability policies and other insurance policies, shall remain in place after the Effective Date until such time as the GUC Trustee shall determine to either terminate or amend such agreements.

(e) GUC Trustee and GUC Trust Agreement.

- (I) The GUC Trust Agreement generally will provide for, among other things:
- (i) the payment of the GUC Trust Expenses;
 - (ii) the payment of other reasonable expenses of the GUC Trust;
 - (iii) the retention of counsel, accountants, financial advisors, or other professionals and the payment of their reasonable compensation without Bankruptcy Court approval;
 - (iv) the investment of Cash by the GUC Trustee within certain limitations, including those specified in the Plan;
 - (v) the orderly collection and liquidation of the GUC Trust Assets;
 - (vi) litigation of any GUC Trust Avoidance Actions, which may include the pursuit, commencement, prosecution, settlement, release, waiver, abandonment, or dismissal of any such GUC Trust Avoidance Actions;
 - (vii) the making of Distributions under this Plan and under the GUC Trust Agreement to holders of Allowed General Unsecured Claims;
 - (viii) the pursuit of objections to, and estimations and settlements of, General Unsecured Claims; and
 - (ix) the abandonment, in any commercially reasonable manner, of any GUC Trust Assets that, in the GUC Trustee's reasonable judgment, cannot be sold in a commercially reasonable manner or that the GUC Trustee believes in good faith have inconsequential value to the GUC Trust.
- (II) The GUC Trust Expenses shall be payable solely from the GUC Trust Assets in accordance with the Plan and GUC Trust Agreement. The GUC Trustee may, but shall not be obligated to, physically segregate and maintain separate accounts or sub-accounts for GUC Trust Expenses. Reserves may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the

GUC Trustee to determine reserves and amounts to be paid to holders of Allowed Claims.

- (III) The GUC Trustee, on behalf of the GUC Trust, may employ, without further order of the Bankruptcy Court, professionals (including those previously retained by the Creditors' Committee) to assist in carrying out its duties hereunder and under the GUC Trust Agreement and may compensate and reimburse the reasonable expenses of these professionals without further order of the Bankruptcy Court from the GUC Trust Assets in accordance with the Plan and the GUC Trust Agreement.
- (IV) The GUC Trust Agreement may include reasonable and customary provisions that allow for indemnification by the GUC Trust in favor of the GUC Trustee. Any such indemnification shall be the sole responsibility of the GUC Trust and payable solely from the GUC Trust Assets.
- (V) In furtherance of and consistent with the purpose of the GUC Trust and the Plan, the GUC Trustee, for the benefit of the GUC Trust, shall: (i) hold the GUC Trust Assets for the benefit of the GUC Trust Beneficiaries; (ii) make Distributions to the holders of Allowed General Unsecured Claims as provided herein and in the GUC Trust Agreement; and (iii) have the sole power and authority to prosecute and resolve any GUC Trust Avoidance Action and objections to General Unsecured Claims, without approval of the Bankruptcy Court. The GUC Trustee shall be responsible for all decisions and duties with respect to the GUC Trust and the GUC Trust Assets, except as otherwise provided in the GUC Trust Agreement. In all circumstances, the GUC Trustee shall act in the best interests of the GUC Trust Beneficiaries.

(f) Preservation of Privileges and Defenses. The actions taken by the Debtors or Liquidating Debtors shall not be (or be deemed to be) a waiver of any privilege of the Debtors or the Liquidating Debtors, as applicable, including any attorney-client privilege or work-product privilege attaching to any document or communications (whether written or oral). Notwithstanding any Debtors or Liquidating Debtors providing any privileged information to the GUC Trustee, the GUC Trust, or any party or person associated with the GUC Trust, such privileged information shall be without waiver of any privilege of the Debtors or the Liquidating Debtors, as applicable, including any attorney-client privilege or work-product privilege whether in recognition of the joint and/or successor interest in prosecuting the GUC Trust Avoidance Actions, the WARN Action or objections to Disputed Claims, as applicable, or otherwise, and shall remain privileged. The GUC Trustee shall have no right to waive the attorney-client privilege, work-product privilege, or other protection of information received from the Debtors or the Liquidating Debtors, as applicable. The Debtors or Liquidating Debtors, as applicable, shall retain the right to waive their own privilege.

(g) Authorization. The GUC Trustee shall be empowered and authorized to, among other things: (i) collect and liquidate the GUC Trust Assets; (ii) make the Distributions to holders of Allowed General Unsecured Claims required under the Plan; (iii) retain and/or employ professionals; (iv) solely for the purposes set forth in Section 6.3(b) of the Plan, exercise all power and authority that may be exercised by any officer, director or holder of an Interest in such Debtors with like effect as if authorized, exercised and taken by unanimous consent of such

officers, directors or holders of Interests including, without limitation, amending any Debtor's or Liquidating Debtor's organizational documents or dissolving any Liquidating Debtors; (v) pursue objections to, and estimations and settlements of, General Unsecured Claims; (vi) prosecute, which may include the pursuit, commencement, settlement, release, waiver, abandonment, or dismissal of, GUC Trust Avoidance Actions; (vii) calculate and implement all Distributions to be made under this Plan to holders of General Unsecured Allowed Claims; (viii) market, sell, lease, abandon or otherwise disposing of or realizing the value of all GUC Trust Assets; (ix) file all required tax returns and paying taxes and all other obligations on behalf of the GUC Trust; and (x) file required operating reports.

(h) Claims Reconciliation and Administration. The GUC Trustee may review, object to, prosecute, negotiate, estimate, settle or otherwise compromise any General Unsecured Claims in his, her or its sole discretion.

(i) GUC Trust Avoidance Actions. The GUC Trustee may review, object to, prosecute, negotiate, settle or otherwise compromise, or abandon any GUC Trust Avoidance Actions in his, her or its sole discretion. Except as otherwise expressly provided in this Plan or the GUC Trust Agreement, the GUC Trustee may pursue any GUC Trust Avoidance Actions by informal demand and/or by the commencement of litigation, but is not required to do so. The Net Recoveries of such GUC Trust Avoidance Actions will be added to the GUC Trust Assets and shall be distributed in accordance with this Plan and the GUC Trust Agreement.

(j) Liquidation of Assets. The GUC Trustee shall pursue recovery of GUC Trust Assets under the Plan and GUC Trust in a commercially reasonable manner.

(k) Disbursing Agent. The GUC Trustee shall serve as or may select an alternative disbursing agent for Allowed General Unsecured Claims under the Plan.

(l) Compensation of the GUC Trustee's Professionals. The GUC Trustee may compensate professionals retained by the GUC Trustee at the rates agreed upon by and between the GUC Trustee and his/her/its retained professionals.

(m) Execution of Documents. The Debtors (or the GUC Trustee on behalf of the Debtors) may execute any and all documents and instruments necessary to effectuate the purposes of the GUC Trust set forth in Section 6.3(b) of the Plan.

(m) Limitation of Liability. Neither the GUC Trustee, nor its firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, disbursing agents or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with the Plan or GUC Trust Agreement, other than for specific actions or omissions resulting from its willful misconduct, gross negligence or fraud found by a Final Order (not subject to further appeal or review) of a court of competent jurisdiction to be the direct and primary cause of loss, liability, damage, or expense suffered by the Trust. The GUC Trustee shall enjoy all of the rights, powers, immunities, and privileges applicable to a chapter 7 trustee. The GUC Trustee may, in connection with the performance of his, her or its functions, in the GUC Trustee's sole

and absolute discretion, consult with his, her or its attorneys, accountants, advisors, and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are in writing. Notwithstanding such authority, the GUC Trustee shall be under no obligation to consult with any such attorneys, accountants, advisors, or agents, and any determination not to do so shall not result in the imposition of liability on the GUC Trustee or its members unless such determination is based on willful misconduct, gross negligence, or fraud. Persons dealing with the GUC Trustee shall look only to the GUC Trust Assets to satisfy any liability incurred by the GUC Trustee to such person in carrying out the terms of the Plan or the GUC Trust Agreement, and the GUC Trustee shall have no personal obligation to satisfy such liability.

(n) Indemnification. The GUC Trust shall indemnify the GUC Trust Indemnified Parties for, and shall hold them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) incurred without fraud, gross negligence or willful misconduct on the part of the GUC Trust Indemnified Parties (which fraud, gross negligence or willful misconduct, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered, or omitted to be taken by the GUC Trust Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or the GUC Trust Agreement, as applicable. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute fraud, gross negligence or willful misconduct. In addition, the GUC Trust shall, to the fullest extent permitted by law, indemnify and hold harmless the GUC Trust Indemnified Parties, from and against and with respect to any and all liabilities, losses, damages, claims, costs, and expenses, including attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the GUC Trust or the implementation or administration of the Plan if the GUC Trust Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the GUC Trust. To the extent the GUC Trust indemnifies and holds harmless any GUC Trust Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the GUC Trustee in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as GUC Trust Expenses. The costs and expenses incurred in enforcing the right of indemnification in this Section shall be paid by the GUC Trust. This provision shall survive the termination of the GUC Trust Agreement and the death, dissolution, liquidation, resignation, replacement, or removal of the GUC Trustee.

(o) Insurance. The GUC Trustee shall be authorized, but not required, to obtain any reasonably necessary insurance coverage, at the GUC Trust's sole expense, for itself and its respective agents, including coverage with respect to the liabilities, duties, and obligations of the GUC Trustee, which insurance coverage may, at the sole option of the GUC Trustee, be extended for a reasonable period after the termination of the GUC Trust Agreement.

(p) United States Federal Income Tax Treatment of the GUC Trust. For all United States federal income tax purposes, the parties shall treat the transfer of the GUC Trust Assets to the GUC Trust as: (a) a transfer of the GUC Trust Assets directly to the applicable holders of Allowed General Unsecured Claims, followed by (b) the transfer by the holders of

such Allowed General Unsecured Claims to the GUC Trust of such GUC Trust Assets in exchange for the GUC Trust Interests; provided, however, that the GUC Trust Assets will be subject to any post-Effective-Date obligations incurred by the GUC Trust relating to the pursuit of GUC Trust Assets. Accordingly, the applicable GUC Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the GUC Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(q) Tax Reporting.

- (I) The GUC Trustee shall file any and all tax returns for the GUC Trust, as applicable; provided, however, that the GUC Trustee.
- (II) The GUC Trustee shall be responsible for payment, out of the GUC Trust Assets, of any taxes imposed on the GUC Trust or GUC Trust Assets to the extent such payment is consistent with the Bankruptcy Code, this Plan and any applicable order of the Bankruptcy Court including, but not limited to, any order establishing a Bar Date.
- (III) The GUC Trustee shall file tax returns for the GUC Trust treating the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a).
- (IV) The GUC Trustee shall be responsible for payment, solely from the GUC Trust Assets, of all taxes (if any) imposed on the GUC Trust or its assets.
- (V) The GUC Trustee shall distribute such tax-related notices to the applicable GUC Trust Beneficiaries as the GUC Trustee determines are necessary or desirable.

(r) GUC Trust Assets. The GUC Trustee shall have the exclusive right, on behalf of the GUC Trust, to institute, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw any and all GUC Trust Avoidance Actions without any further order of the Bankruptcy Court, except as otherwise provided in the GUC Trust Agreement. From and after the Effective Date, the GUC Trustee, in accordance with Bankruptcy Code section 1123(b)(3), and on behalf of the GUC Trust, shall serve as a representative of the Estates with respect to any and all GUC Trust Assets including, but not limited to, the GUC Trust Avoidance Actions, and shall retain and possess the right to commence, pursue, settle, compromise, release, waive, or abandon, as appropriate, any and all GUC Trust Avoidance Actions in any court or other tribunal.

(s) GUC Trust Expenses. From and after the Effective Date, the GUC Trust shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the GUC Trust Expenses, including but not limited to, reasonable professional fees and expenses incurred by the GUC Trust and any professionals retained by the GUC Trust, solely from the GUC Trust Assets.

(t) Distributions to Holders of Allowed Claims. The GUC Trustee, in his, her or its discretion, may make Distributions to holders of Allowed Class 7 General Unsecured Claims at any time following the Effective Date or use the GUC Trust Assets or proceeds

thereof, provided that such Distributions or use is otherwise permitted under, and not inconsistent with, the terms of the Plan, the GUC Trust Agreement, and applicable law.

(u) Cash Investments. The GUC Trustee may invest Cash (including any earnings thereon or proceeds therefrom); provided, however, that such investments must be investments that are permitted to be made by a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings or other controlling authorities.

(v) Dissolution of the GUC Trust. The GUC Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at such time as: (a) the GUC Trustee determines that the pursuit of additional GUC Trust Avoidance Actions is not likely to yield sufficient additional proceeds to justify further pursuit of such GUC Trust Avoidance Actions, (b) all objections to Disputed General Unsecured Claims are fully resolved, and (c) all Distributions required to be made by the GUC Trustee to the GUC Trust Beneficiaries under the Plan and the GUC Trust Agreement have been made, but in no event shall the GUC Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made within the six (6) month period before such fifth anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the GUC Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the GUC Trust Assets. Upon dissolution of the GUC Trust or at such earlier time as determined by the GUC Trustee in his, her or its sole discretion, any remaining GUC Trust Assets that exceed the amounts required to be paid under the Plan may be transferred by the GUC Trustee to a charitable organization that the Committee shall designate by the Effective Date.

(w) Control Provisions. To the extent there is any inconsistency between the Plan as it relates to the GUC Trust and the GUC Trust Agreement, the Plan shall control.

6.4 Transfer Taxes. Any transfer of the Revested Assets or any portion(s) of the Revested Assets, the GUC Trust Assets or any portion(s) of the GUC Trust Assets pursuant to the Plan shall constitute a "transfer under a plan" within the purview of section 1146(c) of the Bankruptcy Code and shall not be subject to transfer, stamp or similar Taxes.

6.5 Effective Date. On the Effective Date, the GUC Trustee shall have the rights and powers set forth in Section 6.3 (c) of the Plan in order to carry out and implement the purposes and intent of the Plan.

6.6 Records. The GUC Trustee shall be provided with originals or copies of or access to all documents and business records of the Debtors necessary for the disposition of GUC Trust Assets and objections to Disputed General Unsecured Claims.

ARTICLE VII
UNEXPIRED LEASES AND EXECUTORY CONTRACTS

7.1 Contracts and Leases. On the Effective Date, all Pre-Petition Date executory contracts, employment agreements and unexpired leases other than those leases and contracts that were previously assumed or rejected, except as set forth in Section 7.2 herein, shall be deemed automatically rejected as of that date or such earlier date as the Debtors may have unequivocally terminated such lease or contract. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections, pursuant to section 365 of the Bankruptcy Code.

7.2 Payments Related to Assumption of Executory Contracts and Unexpired Leases. Except with respect to executory contracts and unexpired leases assumed under the prior Court orders, to the extent not already paid prior to plan confirmation, any monetary amounts by which each executory contract and unexpired lease to be assumed may be in default shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by Cure. In the event of a dispute regarding (a) the nature or the amount of any Cure, (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, Cure shall occur following the entry of a Final Order resolving the dispute and approving the assumption and assignment.

7.3 Rejection Damages Bar Date. If the rejection by the Debtors, pursuant to the Plan or otherwise, of an executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtors, the Liquidating Debtors, the Plan Administrator, the GUC Trustee or the properties of any of them unless a proof of claim is filed with the clerk of the Bankruptcy Court and served upon counsel to the Plan Administrator and counsel to the GUC Trustee within thirty (30) days after entry of an Order authorizing the Debtors to reject an executory contract or unexpired lease; provided, however, that notwithstanding the foregoing, in the case of an executory contract or unexpired lease "deemed rejected" pursuant to Section 7.1 of this Plan which results in a Claim, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Liquidating Debtors, the Plan Administrator, the GUC Trustee or the properties of any of them unless a proof of claim is filed with the clerk of the Bankruptcy Court and served upon counsel to the Plan Administrator and counsel to the GUC Trustee within thirty (30) days after the Effective Date.

7.4 Objections to Rejection Damage Claims. Objections to proofs of Claim for damages resulting from rejected executory contracts or unexpired leases shall be filed by the GUC Trustee with the Bankruptcy Court any time on or prior to the Claim Objection Deadline. Said objections shall be served upon the holder of the Claim to which such objection is made (or holder's counsel, when applicable) and any Rejection Claim that is Allowed shall be treated as an Allowed Class 5 General Unsecured Claim in accordance with this Plan.

ARTICLE VIII
PROVISIONS GOVERNING DISTRIBUTIONS

8.1 Time of Distributions. Except as otherwise provided for herein, ordered by the Bankruptcy Court, or otherwise, Distributions under the Plan shall be made as soon as is reasonably practicable on the later to occur of (a) the Effective Date, (b) the date a Claim becomes an Allowed Claim, or (c) the date that Cash becomes available for Distribution to a particular Class pursuant to the treatment of such Class under the Plan. The Plan Administrator shall provide for a holdback of a sufficient amount of Cash, which holdback shall be estimated to be sufficient to satisfy incurred and anticipated Plan Administration Expenses incurred by the Plan Administrator and to provide for a hold-back with respect to Disputed Claims or Plan Administration Expenses before making Distributions under this Plan. The Plan Administrator may make additional Distributions of Cash and property received after the initial Distributions. Such additional Distributions may be made at such times and in such amounts as determined by the Plan Administrator. The GUC Trustee shall provide for a holdback of a sufficient amount of Cash, which holdback shall be estimated to be sufficient to satisfy incurred and anticipated GUC Trust Expenses incurred by the GUC Trustee and to provide for a hold-back with respect to Disputed Claims or GUC Trust Expenses before making Distributions under this Plan. The GUC Trustee may make additional Distributions of Cash and property received after the initial Distributions. Such additional Distributions may be made at such times and in such amounts as determined by the GUC Trustee.

8.2 Interest on Claims. Unless otherwise specifically provided for in the Plan or Confirmation Order, or as required by section 506 of the Bankruptcy Code, post-Petition Date interest shall not accrue or be paid on Claims, and no Claimholder shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid upon any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim.

8.3 Claims Administration Responsibility. The Plan Administrator shall retain sole responsibility for administering, disputing, objecting to, compromising or otherwise resolving issues related to Distributions to holders of all Claims other than General Unsecured Claims. The GUC Trustee shall retain sole responsibility for administering, disputing, objecting to, compromising or otherwise resolving issues related to Distributions to holders of General Unsecured Claims.

8.4 Tax Identification Forms from Holders of Claims.

(a) The All Distributions under the Plan and Plan Trust Agreement shall, to the extent applicable, comply with all tax withholding, payment and reporting requirements imposed by any federal, state, provincial, local or foreign taxing authority, and all Distributions shall be subject to any such withholding, payment and reporting requirements.

(b) The Plan Administrator shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding, payment and reporting requirements including requiring each Claimholder to provide a completed Form W-9 (or, if applicable, Form W-8) as set forth in Section 8.4 of this Plan. Notwithstanding any other

provision of the Plan, (i) each Claimholder of an Allowed Claim that is to receive a Distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by a governmental unit, including income, withholding and other tax obligations on account of such Distribution, and including, in the case of a holder of a Disputed Claim that has become an Allowed Claim, any tax obligation that would be imposed on the Plan Administrator or the Revested Assets in connection with such Distribution, and (ii) no Distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements reasonably satisfactory to the Plan Administrator for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed in connection with such Distribution.

(c) The GUC Trustee may require each holder of General Unsecured Claims to provide a current executed Form W-9, Form W-8 or similar tax form as a prerequisite to receiving a Distribution under the Plan and GUC Trust Agreement by mailing a request for such forms to all holders of General Unsecured Claims potentially entitled to Distribution to either (i) the address set forth on the proof(s) of claim filed by such Claimholder, (ii) the address reflected in the Schedules if no proof of claim has been filed or (iii) the address set forth in any written notice of change of address delivered to the GUC Trustee and filed with the Bankruptcy Court. holder of General Unsecured Claims failing to return a completed Form W-9 (or, if applicable, Form W-8) to the GUC Trustee within 60 days of the GUC Trustee's request (or within any further time period expressly agreed to in writing between the GUC Trustee and such holder of General Unsecured Claims), shall be deemed to have forfeited their respective rights to any current, reserved or future Distributions provided for under the Plan and such General Unsecured Claim shall be expunged without further order of the Bankruptcy Court. Any such forfeited Distribution shall be deemed to have reverted back to the GUC Trust for all purposes, including for Distributions to other holders of Allowed General Unsecured Claims, notwithstanding any federal, provincial or state escheat, abandoned or unclaimed property law to the contrary.

8.5 Withholding, Payment and Reporting Requirements Regarding Distributions. All Distributions under the Plan shall, to the extent applicable, comply with all tax withholding, payment and reporting requirements imposed by any federal, state, provincial, local or foreign taxing authority, and all Distributions shall be subject to any such withholding, payment and reporting requirements. The Plan Administrator or GUC Trustee, as applicable, shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding, payment and reporting requirements including requiring each Claimholder to provide a completed Form W-9 (or, if applicable, Form W-8) as set forth in Section 8.4 of this Plan. Notwithstanding any other provision of the Plan, (i) each Claimholder of an Allowed Claim that is to receive a Distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by a governmental unit, including income, withholding and other tax obligations on account of such Distribution, and including, in the case of a holder of a Disputed Claim that has become an Allowed Claim, any tax obligation that would be imposed on the Revested Assets, Liquidating Debtors or GUC Trust, as applicable, in connection with such Distribution, and (ii) no Distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements reasonably satisfactory to the Plan Administrator or GUC

Trustee, as applicable, for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed in connection with such Distribution.

8.6 Distribution to General Unsecured Creditors. The GUC Trustee shall make Distributions to Allowed Class 7 General Unsecured Claims, after satisfaction of the Allowed Administrative Claims (including Professional Claims), Allowed Priority Tax Claims and Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class 5 and Class 6 as required by the Plan and setting aside the Distribution Reserve and a reserve for GUC Trust Expenses, from the remaining GUC Trust Assets.

8.7 Procedures for Treating and Resolving Disputed Claims. No Distributions Pending Allowance. Except as set forth in Section 8.7(c) of this Plan, no payments or Distributions will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim. All objections to Disputed Claims other than Disputed General Unsecured Claims must be filed by the Plan Administrator on or before the Claim Objection Deadline, unless such time period is extended by the Bankruptcy Court. All objections to Disputed General Unsecured Claims must be filed by the GUC Trustee on or before the Claim Objection Deadline, unless such time period is extended by the Bankruptcy Court.

(a) Distribution Reserve. The Plan Administrator will withhold the Distribution Reserve from the property to be distributed under the Plan to Claimholders other than holders of General Unsecured Claims. The Plan Administrator may request estimation for any Disputed Claim that is contingent or unliquidated, and the Plan Administrator will withhold the Distribution Reserve based upon the estimated amount of each such Claim as determined by the Bankruptcy Court. If the Plan Administrator elects not to request such an estimation from the Bankruptcy Court with respect to a Disputed Claim that is contingent or unliquidated, the GUC Trustee will withhold the Distribution Reserve based upon the appropriate Pro Rata percentage Distribution of the Face Amount of such Claim. The GUC Trustee will withhold the Distribution Reserve from the property to be distributed under the Plan to holders of General Unsecured Claims. The GUC Trustee may request estimation for any Disputed General Unsecured Claim that is contingent or unliquidated, and the GUC Trustee will withhold the Distribution Reserve based upon the estimated amount of each such Claim as determined by the Bankruptcy Court. If the GUC Trustee elects not to request such an estimation from the Bankruptcy Court with respect to a Disputed General Unsecured Claim that is contingent or unliquidated, the GUC Trustee will withhold the Distribution Reserve based upon the appropriate Pro Rata percentage Distribution of the Face Amount of such Claim.

(b) Distributions After Allowance. Payments and Distributions from the Distribution Reserve on account of a Disputed Claim, to the extent that such Disputed Claim ultimately becomes an Allowed Claim, will be made in accordance with provisions of the Plan that govern the Class in which such Claim is classified. As soon as reasonably practicable after the date when the order or judgment of the Bankruptcy Court allowing all or part of such Claim becomes a Final Order, the Plan Administrator or GUC Trustee, as applicable, shall distribute to the holder of such Claim any Cash allocated to such Claim in the Distribution Reserve that would have been distributed on the dates Distributions were previously made on account of

Allowed Claims had such Claim been an Allowed Claim on such dates. All Distributions made under this Section of the Plan on account of an Allowed Claim shall be made as if such Claim had been an Allowed Claim on the dates Distributions were previously made to Allowed Claims.

(c) Claims Allowable Against Multiple Debtors. Notwithstanding anything herein or in the Schedules to the contrary, to the extent a Claimholder has a Claim that is an Allowed Claim against more than one of the Debtors based upon the same ground or theory of liability, such Claim shall only be counted once for determination of Distributions under the Plan.

8.8 Delivery of Distributions. Distributions to holders of Allowed Claims, other than Professional Fee Claims, shall be delivered by the Plan Administrator or GUC Trustee, as applicable, (a) to the addresses set forth on the proofs of claim filed by such Claimholders (or the address reflected in the Schedules if no proof of claim is filed), (b) to the addresses set forth in any written notices of address changes delivered to the Plan Administrator or GUC Trustee, as applicable, and filed with the Bankruptcy Court after the date of any related proof of claim, or (c) in the case of a Claimholder whose Claim is governed by an agreement and is administered by an agent or servicer, to the agent or servicer which shall then be responsible for making delivery of the Distribution to such Claimholder.

8.9 Uncashed Checks. Cash payments in the form of checks shall be null and void if not cashed within sixty (60) calendar days after the date of issuance. Distributions in respect of such voided checks shall be treated as unclaimed or undeliverable Distributions as provided in Section 8.10 of the Plan. Requests for reissuance of any check must be made in writing to the Plan Administrator or GUC Trustee, as applicable, by the Claimholder that originally was issued such check, which request shall be made within sixty (60) calendar days after the date of issuance thereof.

8.10 Unclaimed or Undeliverable Distributions. If the Distribution of any Claimholder, other than Professional Fee Claims, is returned as undeliverable, no further Distributions to such Claimholder shall be made unless and until the Plan Administrator or GUC Trustee, as applicable, is notified of such Claimholder's then-current address, *provided, however*, that unless a Claimholder asserts a claim for an undeliverable Distribution within 60 days after such Distribution is returned as undeliverable, such Distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and all title to and beneficial interest in such undeliverable Distribution shall revert to and/or remain in either the Revested Assets or the GUC Trust, as applicable, automatically and without any need for further order by the Bankruptcy Court for all purposes, including for redistribution to other holders of Allowed Claims, notwithstanding any federal, provincial or state escheat, abandoned or unclaimed property laws to the contrary. If a Claimholder timely provides the Plan Administrator or GUC Trustee, as applicable, the necessary information within the period specified herein, all missed Distributions shall be made to the Claimholder as soon as is practicable, without interest.

8.11 Minimum Distribution. Notwithstanding any other provision of the Plan, the Plan Administrator or GUC Trustee, as applicable, or other disbursing agent will not be required to make Distributions of Cash less than \$50.00 in value.

8.12 Manner of Payment Under this Plan. The Cash Distributions made pursuant to this Plan shall be made by checks drawn on domestic banks selected by the Plan Administrator or GUC Trustee, as applicable, or in the Plan Administrator's or GUC Trustee's, as applicable, sole discretion, by wire transfer from a domestic bank selected by the Plan Administrator or GUC Trustee, as applicable.

8.13 Post-Final Distribution Assets. Any assets received by the GUC Trustee after the final Distribution is made shall be distributed Pro Rata to the holders of Allowed Class 7 General Unsecured Claims unless the GUC Trustee determines, in his, her or its sole discretion, that the remaining GUC Trust Assets are insufficient or it is otherwise impracticable to make any further or supplemental Distribution.

ARTICLE IX SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

9.1 Compromise and Settlement of Claims, Interests and Controversies. Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute (a) a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim may have with respect to any Allowed Claim or any Distribution to be made on account of such Allowed Claim and (b) a good faith compromise of all Claims and Causes of Action the Debtors, Creditors' Committee or any Person that could bring such Cause of Action on their behalf against the Released Parties. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or 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, and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, (a) the Plan Administrator may compromise and settle Claims against the Debtors (other than General Unsecured Claims) and Causes of Action against other Entities and (b) the GUC Trustee may compromise and settle General Unsecured Claims against the Debtors and GUC Trust Avoidance Actions against other Entities.

9.2 Release of Liens. Except as otherwise provided in the Plan 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 and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates 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 relevant Estates and its successors and assigns.

9.3 Releases by the Debtors. EFFECTIVE AS OF THE EFFECTIVE DATE OF THE PLAN, PURSUANT TO SECTION 1123(b) OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, ON AND AFTER THE EFFECTIVE DATE, EACH

RELEASED PARTY IS DEEMED CONCLUSIVELY, ABSOLUTELY, EXPRESSLY, UNCONDITIONALLY, IRREVOCABLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY RELEASED, ACQUITTED AND DISCHARGED BY EACH AND ALL OF THE DEBTORS, THE DEBTORS' ESTATES, AND THE LIQUIDATING DEBTORS FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF EACH AND ALL OF THE DEBTORS, THE DEBTORS' ESTATES, OR THE LIQUIDATING DEBTORS, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT EACH AND ALL OF THE DEBTORS, THE DEBTORS' ESTATES, OR LIQUIDATING DEBTORS (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY OR ALL OF THE DEBTORS, THE DEBTORS' LIQUIDATION, THE CHAPTER 11 CASES, 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 THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR PERFORMANCE OF THE DIP FACILITY, THE ASSET SALE, THE PLAN, THE DISCLOSURE STATEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE OF THE PLAN RELATING TO THE DEBTORS OR THE DEBTORS' ESTATES, EXCEPT FOR ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

9.4 Releases by Holders. EFFECTIVE AS OF THE EFFECTIVE DATE OF THE PLAN, EACH AND ALL OF THE RELEASING PARTIES SHALL BE DEEMED TO CONCLUSIVELY, ABSOLUTELY, EXPRESSLY, UNCONDITIONALLY, IRREVOCABLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASE, ACQUIT AND DISCHARGE EACH AND ALL OF THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE AGAINST OR ON BEHALF OF ANY OR ALL OF THE RELEASED PARTIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH RELEASING PARTY (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER

CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY OR ALL OF THE DEBTORS, THE DEBTORS' LIQUIDATION, THE CHAPTER 11 CASES, 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 THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, INCLUDING THE NEGOTIATION, FORMULATION, PREPARATION OR PERFORMANCE OF THE DIP FACILITY, THE ASSET SALE, THE PLAN, THE DISCLOSURE STATEMENT, OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE OF THE PLAN RELATING TO THE DEBTORS OR THE DEBTORS' ESTATES, EXCEPT FOR ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

9.5 Liabilities to, and Rights of, Governmental Units. Nothing in the Plan or Confirmation Order shall discharge, release, or preclude: (1) any liability to a Governmental Unit that is not a Claim; (2) any Claim of a Governmental Unit arising on or after the Effective Date; (3) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or GUC Trustee; (4) any valid right of setoff or recoupment by a Governmental Unit; or (5) any criminal liability. Nothing in the Plan or Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence. The discharge and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, after the Effective Date, pursuing any police or regulatory action.

9.6 Exculpation. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, NO EXCULPATED PARTY SHALL HAVE OR INCUR, AND EACH EXCULPATED PARTY IS HEREBY RELEASED AND EXCULPATED FROM ANY EXCULPATED CLAIM, OBLIGATION, CAUSE OF ACTION OR LIABILITY FOR ANY EXCULPATED CLAIM, EXCEPT FOR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BUT IN ALL RESPECTS SUCH ENTITIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE DEBTORS (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, ADVISORS AND ATTORNEYS) HAVE PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS AND PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF VOTES AND TRANSFER OF DEBTORS' ASSETS TO THE GUC TRUST PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH TRANSFER 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 THE TRANSFER OF ASSETS PURSUANT TO THE PLAN.

9.7 Injunction. FROM AND AFTER THE EFFECTIVE DATE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR RELATED DOCUMENTS, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR RELATED DOCUMENTS, OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED OR DISCHARGED PURSUANT TO SECTION 9.3 OR SECTION 9.4, OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 9.6 ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (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; (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; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (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 UNLESS SUCH HOLDER HAS FILED A MOTION REQUESTING THE RIGHT TO PERFORM SUCH SETOFF ON OR BEFORE THE EFFECTIVE DATE, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH HOLDER ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF 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 RELEASED OR SETTLED PURSUANT TO THE PLAN.

9.8 FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS ARTICLE IX, THE DEBTORS AND HOLDERS OF CLAIMS OR INTERESTS SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS ARTICLE IX.

9.9 THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED.

9.10 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS SHALL BE FULLY RELEASED, AND THE INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

9.11 ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE CREDITORS' COMMITTEE THE GUC TRUSTEE, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ON OR AFTER THE EFFECTIVE DATE, EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN A PRIOR ORDER OF THE BANKRUPTCY COURT, A CLAIM MAY NOT BE FILED OR AMENDED WITHOUT THE PRIOR AUTHORIZATION OF THE BANKRUPTCY COURT OR THE CONSENT OF THE GUC TRUSTEE. ABSENT SUCH AUTHORIZATION OR CONSENT, ANY NEW OR AMENDED CLAIM FILED SHALL BE DEEMED DISALLOWED IN FULL AND EXPUNGED WITHOUT FURTHER ORDER OF THE BANKRUPTCY COURT.

9.12 Term of Injunctions or Stays. Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

9.13 Compromises and Settlements. Pursuant to Bankruptcy Rule 9019(a), the Debtors may compromise and settle various (a) Claims against them, and (b) claims that they have against other Persons. The Debtors expressly reserve the right (with Bankruptcy Court approval, following appropriate notice and opportunity for a hearing) to compromise and settle up to and including the Effective Date, Claims against them and claims that they may have

against other Persons. After the Effective Date, such right shall pass exclusively to the GUC Trustee to which such claims shall be conveyed pursuant to the Plan, including in accordance with Section 9.1 of the Plan.

9.14 Cancellation of Agreements. On the Effective Date, except to the extent of a right to receive a Distribution under this Plan and as otherwise provided herein, any note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors shall be deemed automatically cancelled; *provided, however*, that each agreement that governs the rights of the Claimholder and that is administered by an agent or a servicer, shall continue in effect solely for the purposes of allowing such agent or servicer to make the Distributions to be made on account of such Claims or Interests under the Plan.

9.15 Objections to Claims. The failure by the Debtors, Liquidating Debtors, the Plan Administrator or the GUC Trustee to object to, or examine, any Claim or Interest for purposes of voting shall not be deemed a waiver of any such entities' right to object to (to the extent of any Claim that is not expressly Allowed in the Plan) or reexamine the Claim or Interest in whole or in part for any other purpose, including, but not limited to, distribution of property.

9.16 Setoff. Notwithstanding anything herein, in no event shall any Claimholder be entitled to setoff any Claim against any claim, right, or cause of action of the Debtors, unless such Claimholder preserves its right to set off by (i) including in a timely-filed proof of claim that it intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise or (ii) filing a motion for authority to effect such setoff on or before the Confirmation Date (regardless of whether such motion is heard prior to or after the Confirmation Date).

ARTICLE X CONDITIONS PRECEDENT

10.1 Conditions to Confirmation. The following are conditions precedent to confirmation of the Plan that may be satisfied or waived in accordance with Section 10.3 of the Plan:

(a) The Plan and Confirmation Order shall be in form and substance reasonably acceptable to the Debtors;

(b) The Plan Supplement shall have been filed (including the GUC Trust Agreement in form and substance reasonably acceptable to the Creditors' Committee and the Debtors); and

(c) The Plan Administrator shall have been selected and shall have indicated his or her agreement to serve under the terms of the Plan

(d) The GUC Trustee shall have been selected and shall have indicated his or her agreement to serve under the terms of the Plan and the GUC Trust Agreement.

10.2 Conditions to Effective Date. The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with Section 10.3 of the Plan:

- (a) The Confirmation Order shall have been entered by the Bankruptcy Court and such Confirmation Order and become a Final Order (unless the Final Order requirement is waived by the Debtors);
- (b) No stay shall be in effect with respect to the Confirmation Order; and
- (c) The GUC Trust Agreement has been fully executed.

10.3 Waiver of Conditions to Confirmation and Effective Date. The conditions set forth in Sections 10.1 and 10.2 of the Plan may be waived by the Debtors, without any notice to any other parties in interest or the Bankruptcy Court and without a hearing. The failure to satisfy or waive any condition to the Confirmation Date or the Effective Date may be asserted by the Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors). The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

ARTICLE XI RETENTION OF JURISDICTION

11.1 Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases and the Plan, including, among other things, the following matters:

- (a) to hear and determine pending motions for the assumption and assignment of or rejection of executory contracts or unexpired leases to which the Debtors are a party or with respect to which the Debtors may be liable, and to hear and determine the allowance of Claims resulting therefrom, including the amount of Cure, if any, required to be paid in connection with such assumption and assignment;
- (b) to adjudicate any and all adversary proceedings, applications and contested matters that may be commenced or maintained pursuant to the Chapter 11 Cases or the Plan, including, without limitation, any actions to recover any transfers, assets, properties or damages to which the Debtors may be entitled under applicable contract provisions, the provisions of this Plan or under applicable provisions of the Bankruptcy Code or any other federal, state or local laws;
- (c) to ensure that Distributions to Allowed Claimholders are accomplished as provided herein;
- (d) to hear and determine any and all objections to the allowance or estimation of Claims filed both before and after the Confirmation Date, including any objections to the classification of any Claim or Interest, and to allow or disallow any Claim in whole or in part;

(e) to determine requests for the payment of Claims entitled to priority under section 507(a)(2) of the Bankruptcy Code, including compensation of and reimbursement of expenses of parties entitled thereto;

(f) to enter and implement such orders as may be appropriate if the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(g) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan, including disputes arising under agreements, documents or instruments executed in connection with the Plan or regarding the rights of the GUC Trustee;

(h) to issue orders in aid of execution, implementation or consummation of the Plan;

(i) to consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(j) to hear and determine all applications for compensation and reimbursement of Professional Claims under the Plan or under sections 330, 331, 503(b), 1103 and 1129(a)(4) of the Bankruptcy Code;

(k) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

(l) to hear any other matter not inconsistent with the Bankruptcy Code;

(x) to hear and determine all disputes involving the existence, nature or scope of the releases provided for in the Plan;

(y) to hear and determine any Claims of or against the Debtors;

(z) to enforce all orders previously entered by the Bankruptcy Court; and

(aa) to enter a final decree closing the Chapter 11 Cases.

Notwithstanding anything contained herein to the contrary, the Bankruptcy Court retains exclusive jurisdiction to hear and determine disputes concerning Claims, Interests, Avoidance Actions, Preserved Claims and any motions to compromise or settle such disputes. Despite the foregoing, if the Bankruptcy Court is determined not to have jurisdiction with respect to the foregoing, or if the Plan Administrator chooses to pursue any Preserved Claim in another court of competent jurisdiction, the Plan Administrator will have authority to bring such action in any other court of competent jurisdiction.

ARTICLE XII
ACCEPTANCE OR REJECTION OF THE PLAN;
EFFECT OF REJECTION BY ONE OR MORE
IMPAIRED CLASSES OF CLAIMS OR INTERESTS

12.1 Impaired Classes of Claims and Interests Entitled to Vote. Claimholders in each Impaired Class of Claims are entitled to vote as a class to accept or reject the Plan. The Claims Agent will tabulate votes on the Plan.

12.2 Acceptance by an Impaired Class. In accordance with section 1126(c) of the Bankruptcy Code and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if the Plan is accepted by the holders of at least two-thirds in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject the Plan.

12.3 Presumed Acceptances by Unimpaired Classes. Class 1 Prepetition Revolving Secured Claims, Class 2 Prepetition Term Secured Claims and Class 4 Miscellaneous Secured Claims are Unimpaired by the Plan. Under section 1126(f) of the Bankruptcy Code, such Claimholders are conclusively presumed to accept the Plan, and the votes of such Claimholders will not be solicited.

12.4 Class Deemed to Reject Plan. Holders of Class 8 Subordinated Claims and Class 9 Interests will not receive any Distribution, are not entitled to vote on the Plan and are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

12.5 Non-Consensual Confirmation. In the event that less than all Classes entitled to vote to accept the Plan, the Debtors will seek Confirmation of the Plan under section 1129(b) of the Bankruptcy Code.

12.6 Confirmability and Severability of the Plan. The confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied. A determination by the Bankruptcy Court that the Plan is not confirmable pursuant to section 1129 of the Bankruptcy Code shall not limit or affect the Debtors' ability to modify the Plan to satisfy the confirmation requirements of section 1129 of the Bankruptcy Code.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.1 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtors, the Plan Administrator, the GUC Trustee, all present and former Claimholders, all present and former Interestholders, other parties in interest and their respective successors and assigns to the fullest extent permitted by section 1141(a) of the Bankruptcy Code.

13.2 Modification and Amendments. The Debtors may alter, amend or modify the Plan or any Exhibits thereto under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Hearing, in consultation with the Creditors' Committee. After the

Confirmation Date and prior to the Effective Date, the Debtors, with the consent of the Creditors' Committee, may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, and such matters as may be necessary to carry out the purposes and effects of the Plan, so long as such proceedings do not materially adversely affect the treatment of Claimholders or Interestholders under the Plan; *provided, however,* that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court. From and after the Effective Date and prior to substantial consummation of the Plan (as defined in section 1101(2) of the Bankruptcy Code), the Plan Administrator may seek non-material modification or amendment of the Plan pursuant to this paragraph.

13.3 Creditors' Committee. The Creditors' Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in section 1103 of the Bankruptcy Code, and shall perform such other duties as it may have been assigned by the Bankruptcy Court prior to the Effective Date. From and after the Effective Date, the Creditors' Committee shall exist for the sole purposes of: (a) matters relating to any appeals or other challenges or matters with respect to the Confirmation Order; (b) pursuing the Creditors' Committee's Professional Fee Claims and reviewing and being heard in connection with all Professional Fee Claims; and (c) appearing before and being heard by the Bankruptcy Court and other courts of competent jurisdiction in connection with the above duties. Upon the conclusion of the foregoing duties, the Creditors' Committee shall automatically dissolve and its members, Professionals and agents shall be deemed released of all their duties, responsibilities and obligations in connection with the Chapter 11 Cases or the Plan and its implementation, and the retention or employment of the Creditors' Committee's attorneys and other agents shall terminate. All expenses of Creditors' Committee members and the fees and expenses of their professionals through the Effective Date shall be paid in accordance with the terms and conditions of this Plan and any order of the Bankruptcy Court.

13.4 Preserved Claims. Unless otherwise released under a prior Order of the Bankruptcy Court or under the Plan, all Preserved Claims are hereby preserved for prosecution and enforcement by the Plan Administrator and all GUC Trust Avoidance Action are hereby preserved for prosecution and enforcement by the GUC Trustee. For the avoidance of doubt, neither the Debtors, the Liquidating Debtors nor the Plan Administrator shall commence, litigate, prosecute and/or settle any Preserved Claims against the Released Parties and neither the Debtors, the Liquidating Debtors nor the GUC Trustee shall commence, litigate, prosecute and/or settle any GUC Trust Avoidance Action against the Released Parties. The Plan Administrator shall have no obligation to perform an analysis of or pursue any Preserved Claims. The GUC Trustee shall have no obligation to perform an analysis of or pursue any GUC Trust Avoidance Action.

13.5 Substantial Consummation. The Plan shall be deemed to be substantially consummated on the first date Distributions are made in accordance with the terms of this Plan to any holders of Allowed Claims of any Class.

13.6 Revocation, Withdrawal or Non-Consummation Right to Revoke or Withdraw. The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Effective Date.

13.7 Severability of Plan Provisions. If prior to Confirmation any term or provision of this Plan which does not govern the treatment of Claims or Interests or the conditions to the Effective Date 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 and 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 this 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 this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.8 U.S. Trustee's Fees. All fees due and owing under 28 U.S.C. §1930 shall be paid on the Effective Date and thereafter, as due, until the cases are closed, converted or dismissed and final decreed, from the GUC Trust Assets.

13.9 Notices. Pursuant to Bankruptcy Rule 2002 and any applicable local Bankruptcy Rules, notice of all post-Effective Date matters for which notice is required to be given shall be deemed sufficient if served upon the U.S. Trustee's Office, counsel to the Debtors, the Plan Administrator, counsel to the Plan Administrator, counsel to the GUC Trustee and all persons on the Debtors' Bankruptcy Rule 2002 service list. With the exception of the Debtors, the GUC Trustee, the Plan Administrator and the United States Trustee, any Person desiring to remain on the Debtors' Bankruptcy Rule 2002 service list shall be required to file a request for continued service and to serve such request upon counsel to the GUC Trustee within thirty (30) days subsequent to the Effective Date. Persons shall be notified of such continued notice requirements in the notice of entry of the Confirmation Order. Persons who do not file a request for continued service shall be removed from the Bankruptcy Rule 2002 service list. Any notice required or permitted to be provided to the Debtors, the Plan Administrator or the GUC Trustee under the Plan shall be in writing and served by (a) certified mail, return receipt requested, (b) hand delivery, or (c) overnight delivery service, to be addressed as follows:

If to the Debtors:

LSC Wind Down, LLC
P.O. Box 29
New Bremen, OH 45869
Attn: Timothy D. Boates

with a copy to:

Klehr Harrison Harvey Branzburg LLP

919 N. Market Street, Suite 1000
Wilmington, DE 19801
Attn: Domenic E. Pacitti
Michael W. Yurkewicz
E-mail address: dpacitti@klehr.com
myurkewicz@klehr.com

13.10 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 Delaware shall govern the construction and implementation of the Plan, any agreements, documents and instruments executed in connection with the Plan, and corporate governance matters.

13.11 Waiver and Estoppel. Each Claimholder shall be deemed to have waived any right to assert that, by virtue of an agreement made with the Debtors and/or their counsel, the Creditors' Committee and/or its counsel, or any other party, its Claim or Interest should be allowed in a certain amount, in a certain priority, secured or not subordinated if such agreement was not disclosed in the Plan, the Disclosure Statement or other papers filed with, or orders entered by, the Bankruptcy Court.

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Dated: August 16, 2017

Respectfully submitted,

LSC Wind Down, LLC f/k/a Limited Stores Company, LLC
LS Wind Down, LLC f/k/a Limited Stores, LLC
TLSGC Wind Down, LLC f/k/a The Limited Stores GC, LLC

By: /s/
Timothy D. Boates
Chief Restructuring Officer