

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MUJI U.S.A. LIMITED,¹

Debtor.

Chapter 11

Case No. 20-11805 (MFW)

Ref. Docket No. 262

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER UNDER 11 U.S.C. § 1129 AND FEDERAL RULE
OF BANKRUPTCY PROCEDURE 3020 CONFIRMING AMENDED
CHAPTER 11 PLAN OF REORGANIZATION OF MUJI U.S.A. LIMITED
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MODIFIED)**

MUJI U.S.A. Limited, as debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), having:²

- a. commenced, on July 10, 2020 (the “Petition Date”), this Chapter 11 Case by filing a voluntary petition in the United States Bankruptcy Court for the District of Delaware (the “Court”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”);
- b. continued to operate its business and manage its properties as debtor in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;
- c. Filed on October 15, 2020, (i) the *Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 186] and (ii) the *Disclosure Statement for Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 187];
- d. Filed on October 19, 2020, the *Motion of the Debtor for Entry of an Order (I) Approving Adequacy of Disclosure Statement, (II) Approving Solicitation and Notice Procedures for Confirmation of the Debtor’s Plan of Reorganization, (III) Approving Ballot and Notice Forms in Connection Therewith,*

¹ The last four digits of the Debtor’s federal tax identification number are 2229. The location of the Debtor’s principal place of business is 250 West 39th Street, Suite 202, New York, NY 10018.

² Capitalized terms used but not otherwise defined in this order (the “Confirmation Order”) shall have the meanings given to them in the *Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code (as Modified)* (as amended, supplemented, or otherwise modified from time to time, the “Plan”), attached hereto as Exhibit A. The rules of interpretation set forth in Article I.B of the Plan shall apply to this Confirmation Order.

(IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief [Docket No. 191];

- e. Filed, on November 17, 2020, (i) the *Disclosure Statement for Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 217] (the “Disclosure Statement”) and (ii) the *Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 218];
- f. obtained, on November 23, 2020, entry of the *Order (I) Approving Adequacy of Disclosure Statement, (II) Approving Solicitation and Notice Procedures for Confirmation of the Debtor’s Plan of Reorganization, (III) Approving Ballots and Notice Forms in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* [Docket No. 230] (the “Disclosure Statement Order”), which Disclosure Statement Order approved the Disclosure Statement, solicitation procedures (the “Solicitation Procedures”), and related notices, forms, and ballots (collectively, the “Solicitation Packages”);
- g. Filed, on November 23, 2020, solicitation versions of the Plan [Docket No. 232] and Disclosure Statement [Docket No. 233];
- h. caused the Solicitation Packages, notice of the Confirmation Hearing and deadline for objecting to confirmation of the Plan, notice of the Third-Party Release (defined herein) and process for opting out, and non-voting notices to be distributed on November 23, 2020 (the “Solicitation Date”), in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Disclosure Statement Order, and the Solicitation Procedures, as evidenced by, among other things, the *Affidavit of Donlin, Recano and Company, Inc. Regarding Service of Solicitation Packages with Respect to Disclosure Statement for Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 243] (the “Solicitation Affidavit”), Filed on December 4, 2020;
- i. Filed the Plan Supplement documents with the Court:
 - i. on December 7, 2020, the *Notice of Filing Plan Supplement to the Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 247], and caused it to be distributed as evidenced by the *Affidavits of Service* [Docket Nos. 254, 261];
 - ii. on December 8, 2020, the Exit Facility Documents, *see Notice of Filing Exhibit D to Notice of Filing Plan Supplement to the Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 248], and caused it to be distributed as evidenced by the *Affidavit of Service* [Docket No. 261];

- iii. on December 10, 2020, the *Notice of Filing Amended Exhibit C to Notice of Filing Plan Supplement to the Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 250], and caused it to be distributed on that same day as evidenced by the *Affidavit of Service* [Docket No. 257]; and
- iv. on December 11, 2020, the *Notice of Filing Second Amended Exhibit C to Notice of Filing Plan Supplement to the Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 251], and caused it to be distributed on that same day as evidenced by the *Affidavit of Service* [Docket No. 258] (collectively with affidavits of service referenced in this paragraph i, the “Plan Supplement Affidavits”);
- j. caused (1) a *Notice of (A) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Plan, (B) Cure Amounts, if Any, and (C) Related Procedures in Connection Therewith* (the “Cure Notice”) to be served on December 7, 2020 via overnight mail on each counterparty to an Executory Contract or Unexpired Lease that the Debtor may seek to assume under the Plan, as evidenced by the *Affidavit of Service* [Docket No. 253]; (2) an amended Cure Notice (the “First Amended Cure Notice”) to be served on December 10, 2020 via overnight mail on those counterparties to Executory Contracts and Unexpired Leases who were impacted by the First Amended Cure Notice, as evidenced by the *Affidavit of Service* [Docket No. 255] and (3) a further amended Cure Notice (the “Second Amended Cure Notice” and collectively with the Cure Notice and First Amended Cure Notice, the “Cure Notices”) to be served on December 11, 2020 via overnight mail on those counterparties to Executory Contracts and Unexpired Leases who were impacted by the Second Amended Cure Notice, as evidenced by the *Affidavit of Service* [Docket No. 256] (collectively with affidavits of service referenced in this paragraph j, the “Cure Notice Affidavits”),
- k. Filed, on December 17, 2020:
 - i. the *Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code (as Modified)* [Docket No. 262];
 - ii. the *Debtor’s Memorandum of Law in Support of Confirmation of Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code (as Modified)* [Docket No. 269] (the “Confirmation Brief”);
 - iii. the *Declaration of John Burlacu on Behalf of Donlin, Recano & Company, Inc. Regarding the Solicitation and Tabulation of Votes Cast on Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 264] (the “Voting Report”); and

- iv. the *Declaration of John Bittner in Connection with Confirmation of the Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code (as Modified)* [Docket No. 265] (the “Bittner Declaration”).

This Court having:

- a. entered the Disclosure Statement Order on November 23, 2020;
- b. set December 14, 2020, at 4:00 p.m. (prevailing Eastern Time) (the “Voting and Plan Objection Deadline”) as the deadline for voting on the Plan and deadline for filing objections in opposition to confirmation of the Plan;
- c. set December 21, 2020, at 10:30 a.m. (prevailing Eastern Time) as the date and time for the commencement of the Confirmation Hearing in accordance with Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;
- d. reviewed the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Brief, the Voting Report, the Bittner Declaration, and all pleadings, exhibits, statements, responses, and comments regarding confirmation of the Plan (“Confirmation”), including all objections, statements, and reservations of rights Filed by parties in interest on the docket of this Chapter 11 Case;
- e. held the Confirmation Hearing;
- f. heard the statements and arguments made by counsel in respect of Confirmation;
- g. considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings, and other evidence presented at the Confirmation Hearing;
- h. entered rulings on the record at the Confirmation Hearing;
- i. overruled any and all objections to the Plan and to Confirmation, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and
- j. taken judicial notice of all papers and pleadings Filed in this Chapter 11 Case.

NOW, THEREFORE, after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following findings of fact and conclusions of law and orders:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

A. Jurisdiction and Venue.

1. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012. The Debtor has confirmed its consent, pursuant to Rules 7008 and 9013-1(f) of the *Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware* (the “Local Rules”), to the entry of a final order by the Court in accordance with the terms set forth herein to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. The Debtor is a proper plan proponent under section 1121(a) of the Bankruptcy Code.

B. Eligibility for Relief.

2. The Debtor is and continues to be an entity eligible for relief under section 109 of the Bankruptcy Code.

C. Commencement of this Chapter 11 Case.

3. On the Petition Date, the Debtor commenced this Chapter 11 Case. The Debtor has operated its business and managed its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No committee of unsecured creditors was appointed in this Chapter 11 Case. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case.

D. Plan Supplement.

4. The Plan Supplement complies with the terms of the Plan, and the Debtor provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and the facts and circumstances of this Chapter 11 Case. No other or further notice is or will be required with respect to the Plan Supplement.

E. Modifications to the Plan.

5. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan (collectively, the “Plan Modifications”) constitute technical or clarifying changes or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest. Among other things, the Plan Modifications clarify (i) that there are four members of the New Board—whose identities were disclosed in the Plan Supplement; (ii) the scope of Section 1146(a) of the Bankruptcy Code; and (iii) the treatment of accrued but not yet billed claims under Unexpired Leases being assumed pursuant to the Plan. Adequate and sufficient notice of the Plan Modifications has been provided.

6. In accordance with Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan, as modified to the Plan Modifications, is properly before this Court and all votes cast with respect to the Plan prior to such modifications shall be binding and shall apply with respect to the Plan.

F. Objections Overruled.

7. Any resolution or disposition of objections to Confirmation explained or otherwise ruled upon by the Court on the record at the Confirmation Hearing is hereby incorporated by reference. All unresolved objections, statements, and reservations of rights are hereby overruled on the merits.

G. Disclosure Statement Order.

8. On November 23, 2020, the Court entered the Disclosure Statement Order, which, among other things, set the Voting and Plan Objection Deadline.

H. Transmittal and Mailing of Materials; Notice.

9. As evidenced by the Solicitation Affidavit, the Plan Supplement Affidavits, the Cure Notice Affidavits, and the Voting Report, the Debtor provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Packages, the Plan Supplement, and all the other materials distributed by the Debtor in connection with the Confirmation of the Plan in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Local Rules, and the procedures set forth in the Disclosure Statement Order. The Debtor provided due, adequate, and sufficient notice of the Voting and Plan Objection Deadline, the Confirmation Hearing, and any applicable bar dates and hearings described in the Disclosure Statement Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

I. Solicitation.

10. The Debtor solicited votes for acceptance and rejection of the Plan in good faith, and such solicitation complied with sections 1125 and 1126, and all other applicable sections, of

the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Disclosure Statement Order, the Local Rules, and all other applicable rules, laws, and regulations.

J. Voting Report.

11. Before the Confirmation Hearing, the Debtor Filed the Voting Report. The procedures used to tabulate ballots were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

12. Holders of Claims in Classes 3 and 4 (collectively, the “Voting Classes”) were eligible to vote to accept or reject the Plan in accordance with the Solicitation Procedures. Holders of Claims and Interests in Classes 1, 2, and 5 (collectively, the “Deemed Accepting Classes”) are Unimpaired and conclusively deemed to accept the Plan and, therefore, did not vote to accept or reject the Plan.

K. Bankruptcy Rule 3016.

13. The Plan was dated and identified the entity submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtor appropriately Filed the Disclosure Statement and Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions of the Plan are in bold font and with specific and conspicuous language, and the Plan and Disclosure Statement describe all acts to be enjoined and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

L. Burden of Proof.

14. The Debtor has met its burden of proving the elements of section 1129(a) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for confirmation. Each witness who testified on behalf of the Debtor in connection with the

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

M. Compliance with the Requirements of Section 1129 of the Bankruptcy Code.

15. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

i. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.

16. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

a. Sections 1122 and 1123(a)(1)—Proper Classification.

17. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into five (5) different Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, DIP Facility Claims, Professional Fee Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and are required not to be designated as separate Classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not implemented for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests.

18. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests substantially similar to the other Claims or Interests

within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

b. Section 1123(a)(2)—Specification of Unimpaired Classes.

19. Article III of the Plan specifies that Claims in the Deemed Accepting Classes are Unimpaired under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

c. Section 1123(a)(3)—Specification of Treatment of Voting Classes.

20. Article III of the Plan specifies the treatment of each Voting Class under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

d. Section 1123(a)(4)—No Discrimination.

21. Article III of the Plan provides the same treatment to each Claim or Interest in any particular Class, as the case may be, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

e. Section 1123(a)(5)—Adequate Means for Plan Implementation.

22. The Plan and the various documents included in the Plan Supplement provide adequate and proper means for the Plan's execution and implementation, including: (a) the restructuring of the Debtor's balance sheet and other financial transactions provided for by the Plan; (b) the adoption, authorization, and entry of the amended Certificate of Incorporation and Amended and Restated Bylaws (the "New Organizational Documents"); (c) the authorization, approval, and consummation of the Exit Facility Documents; (d) the cancellation of certain existing agreements, obligations, and instruments; (e) the continuance of certain agreements, obligations, instruments, and Interests; (f) the vesting of the assets of the Debtor's Estate in the Reorganized Debtor; (g) the execution, delivery, filing, or

recording of all contracts, instruments, releases, and other agreements or documents in furtherance of the Plan; (h) the funding of the GUC Cash Distribution Pool; and (i) the appointment of the New Board. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

f. Section 1123(a)(6)—Non-Voting Equity Securities.

23. Article IV.H of the Plan provides that the New Organizational Documents shall prohibit the issuance of non-voting securities. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

g. Section 1123(a)(7)—Directors, Officers, and Trustees.

24. The Plan provides for the selection of the Reorganized Debtor's New Board and officers, in accordance with the New Organizational Documents, which is consistent with the interests of creditors and equity holders and public policy. Moreover, the Debtor disclosed in the Plan Supplement the identities of the Reorganized Debtor's New Board members and officers. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

h. Section 1123(b)—Discretionary Contents of the Plan.

The Plan contains various provisions that may be construed as discretionary and not necessary for Confirmation under the Bankruptcy Code. Any such discretionary provision complies with section 1123(b) of the Bankruptcy Code and is not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

1. Impairment/Unimpairment of Any Class of Claims or Interests.

25. Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims or Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

2. Assumption and Rejection of Executory Contracts and Unexpired Leases.

26. Article V of the Plan addresses the assumption and rejection of Executory Contracts and Unexpired Leases and meets the requirements of section 365(b) of the Bankruptcy Code. Consistent with section 1123(b)(2) of the Bankruptcy Code, Article V.A of the Plan provides that on the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases not previously assumed or rejected pursuant to an order of this Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtor; (2) are identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; or (3) are the subject of a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date. In accordance with Article V of the Plan, the Debtor has filed and served, as an exhibit in the Plan Supplement, the Schedule of Assumed Executory Contracts and Unexpired Leases.³ In accordance with the Disclosure Statement Order and Article V.B of the Plan, counterparties to the Debtor's Executory Contracts and Unexpired Leases were each served with an individualized assumption and assignment Cure Notices, substantially in the form attached to the Disclosure Statement Order, which included the proposed Cure amount for each contract thereon.⁴ The time given to parties in interest to object to the assumption, assumption and assignment, and rejection of Executory Contracts or Unexpired Leases was good and sufficient and no other or further notice is required.

³ See Plan Supplement.

⁴ See Cure Notice Affidavits.

3. Compromise and Settlement.

27. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code, and in consideration for the distributions and other benefits provided under the Plan and with the support of the DIP Lender, the provisions of the Plan constitute a good-faith compromise of all the Debtor's and its Estate's claims and controversies against the Released Parties being resolved pursuant to the Plan. Such compromise and settlement are fair, equitable, reasonable, and in the best interests of the Debtor and its Estate. Accordingly, the Plan is consistent with section 1123(b) of the Bankruptcy Code.

i. Debtor Release

28. The release of claims and Causes of Action by the Debtor set forth in Article IX.B of the Plan (the "Debtor Release") is in accordance with section 1123(b) of the Bankruptcy Code and represents a valid exercise of the Debtor's business judgment under Bankruptcy Rule 9019. The Debtor's or Reorganized Debtor's pursuit of any such claims against the Released Parties is not in the best interest of the Estate's various constituencies because the costs involved would likely outweigh any potential benefit from pursuing such Claims. The Debtor Release is fair and equitable, is a key component of the Plan, and otherwise constitutes a settlement of claims and Causes of Action under section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

29. Furthermore, releases of the Released Parties by the Debtor, the Estate and the Reorganized Debtor are critically important to the success of the Plan, which embodies the settlement of certain claims with the Debtor's primary stakeholders, including the DIP Lender, and implements the concessions and compromises made by the parties to the restructuring transactions contemplated by the Plan. Each of the Released Parties afforded value to the Debtor and aided in the reorganization process. The Released Parties played an integral role in the formulation and implementation of the Plan. The Plan reflects the settlement and resolution of

several complex issues, and the Debtor Release is an integral part of the consideration to be provided in exchange for the compromises and resolutions embodied in the Plan.

30. Entry of the Confirmation Order shall constitute the Court's approval, pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release and the Plan Settlement, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (b) a good faith settlement and compromise of the claims released by the Debtor Release; (c) in the best interests of the Debtor, the Debtor's Estate and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to the Debtor, its Estate, and the Reorganized Debtor asserting any claim or Cause of Action released pursuant to the Debtor Release.

ii. Third-Party Release

31. The release by the Releasing Parties set forth in Article IX.C of the Plan (the "Third-Party Release"), is an essential provision of the Plan. The Third-Party Release provides for releases for the Released Parties by the Releasing Parties.

32. The Ballots (in the form approved by the Disclosure Statement Order and distributed by the Debtor) explicitly stated that a vote to accept the Plan constitutes an acceptance and consent to the releases set forth in the Plan and included the language of the Third-Party Release. In addition, the Third-Party Release was conspicuously disclosed in boldface type in the Plan, the Disclosure Statement and other notices in the Solicitation Packages, each of which provided parties in interest with sufficient notice of the Third-Party Release. Thus, each Releasing Party was given due and adequate notice that they would be

granting the Third-Party Release by voting to accept the Plan and failing to opt out of the Third-Party Release, failing to object to the Third-Party Release prior to the deadline to object to Confirmation of the Plan or as otherwise described in the Plan. Accordingly, the Third-Party Release is consensual.

33. The Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan, important to the overall objectives of the Plan and an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) in the best interests of the Debtor and its Estate and stakeholders; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; (g) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release; (h) within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); and (i) consistent with sections 105, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

iii. Exculpation

34. The exculpation provisions set forth in Article IX.D of the Plan are essential to the Plan. The record in this Chapter 11 Case fully supports the exculpation provisions set forth in Article IX.D of the Plan.

iv. Injunction

35. The injunction provisions set forth in Article IX.E of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the discharge, the Debtor Release, the Third-Party Release, and the exculpation provisions in Article IX.D of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes.

i. Section 1123(d)—Cure of Defaults.

36. Article V.B of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Any monetary defaults under each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure amount in Cash on the Effective Date, subject to the limitations described in Article V.B of the Plan, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Any disputed Cure amounts will be determined in accordance with the procedures set forth in Article V.B of the Plan, and applicable bankruptcy and nonbankruptcy law. As such, the Plan provides that the Debtor will cure, or provide adequate assurance that the Debtor will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in accordance with section 365(b)(1) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

ii. Section 1129(a)(2)—Compliance of the Debtor and Others with the Applicable Provisions of the Bankruptcy Code.

37. The Debtor, as proponent of the Plan, has complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 3019.

38. The Debtor and its agents solicited votes to accept or reject the Plan after the Court approved the adequacy of the Disclosure Statement pursuant to section 1125(a) of the Bankruptcy Code and the Disclosure Statement Order.

39. The Debtor and its agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Disclosure Statement Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article IX.D of the Plan. The Debtor and its agents and Affiliates have participated in good faith and in compliance with applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of any securities pursuant to the Plan, and the Debtor and its agents and Affiliates shall not be held liable on account of such participation for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of such securities.

40. The Debtor and its agents and Affiliates have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will 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 distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

iii. Section 1129(a)(3)—Proposal of Plan in Good Faith.

41. The Debtor has proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of this Chapter 11 Case, the Plan itself, and the process leading to its formulation. The Debtor's good faith is evident from the facts and record in this Chapter 11 Case, the Disclosure Statement, the hearing on the Disclosure Statement and the record of the Confirmation Hearing and other proceedings in this Chapter 11 Case.

42. The Plan is the product of good faith, arms'-length negotiations by and among the Debtor and its key constituents. The Plan itself and the process leading to its formulation provide independent evidence of the Debtor's and such other parties' good faith and assure the fair treatment of Holders of Claims or Interests. Consistent with the overriding purpose of chapter 11, the Debtor filed this Chapter 11 Case with the belief that the Debtor needed to reorganize and the Plan was negotiated and proposed with the intention of accomplishing a successful reorganization and maximizing stakeholder value and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

iv. Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable.

43. Any payment made or to be made by the Debtor, or by a person issuing securities or acquiring property under the Plan, for services or costs and expenses in connection with this Chapter 11 Case, or in connection with the Plan and incident to this Chapter 11 Case, has been approved by, or is subject to the approval of, the Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

v. Section 1129(a)(5)—Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy.

44. The identities of the Reorganized Debtor's directors and officers were disclosed in the Plan Supplement, including the identity of those insiders that will be employed or retained by the Reorganized Debtor and that the compensation and benefits for such insiders would be substantially similar to those received by such insiders prior to the Effective Date. The Plan provides for the selection of the Reorganized Debtor's New Board and officers, in accordance with the New Organizational Documents, which is consistent with the interests of creditors and equity holders and public policy. Accordingly, the Debtor has satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

vi. Section 1129(a)(6)—Rate Changes.

45. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

vii. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

46. The evidence in support of the Plan that was proffered or adduced at the Confirmation Hearing, and the facts and circumstances of this Chapter 11 Case, establish that each Holder of Allowed Claims or Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such Holder would receive if the Debtor was liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. As a result, the Debtor has demonstrated that the Plan is in the best interest of its creditors and equity holders and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

viii. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Certain Voting Classes.

47. The Classes that are Unimpaired under the Plan are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. With respect to Classes entitled to vote on the Plan, Class 3 (General Unsecured Claims) and Class 4 (RKJ Unsecured Claims) are impaired and have voted to accept the Plan. As a result, the requirements of section 1129(a)(8) of the Bankruptcy Code are satisfied.

ix. Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.

48. The treatment of Administrative Claims, Professional Fee Claims, DIP Facility Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

x. Section 1129(a)(10)—Acceptance by at Least One Voting Class.

49. As set forth in the Voting Report, Classes 3 and 4 voted to accept the Plan. Class 3 is comprised of Holders of General Unsecured Claims that are not insiders of the Debtor. The vote of Class 4 is disregarded because Class 4 is solely comprised of votes by an insider. Accordingly, at least one Voting Class, Class 3, has voted to accept the Plan, determined without including any acceptance of the Plan by any insider (as defined by the Bankruptcy Code), and the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

xi. Section 1129(a)(11)—Feasibility of the Plan.

50. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtor at or before the Confirmation Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed

by liquidation or the need for further financial reorganization; (d) establishes that the Debtor will have sufficient funds available to meet its obligations under the Plan—including sufficient amounts of Cash to reasonably ensure payment of Allowed Claims that will receive Cash distributions pursuant to the terms of the Plan and the funding of the GUC Cash Distribution Pool; and (e) establishes that the Debtor or the Reorganized Debtor, as applicable, will have the financial wherewithal to pay any Claims that accrue, become payable, or are allowed by Final Order following the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

xii. Section 1129(a)(12)—Payment of Statutory Fees.

51. Notwithstanding anything to the contrary in the Plan, all fees due and payable to the U.S. Trustee pursuant to section 1930 of Title 28 of the United States Code (“Quarterly Fees”) before the Effective Date shall be paid by the Debtor on the Effective Date. After the Effective Date, (i) the Reorganized Debtor shall pay all Quarterly Fees accruing from and after the Effective Date until the Debtor’s case is converted to a case under chapter 7 of the Bankruptcy Code, dismissed, or closed, whichever occurs first; and (ii) the Reorganized Debtor shall File with the Court quarterly reports when they become due, in a form reasonably acceptable to the U.S. Trustee. The U.S. Trustee shall not be required to file a request for payment of its Quarterly Fees, which shall be deemed an Administrative Claim against the Debtor and its Estate.

xiii. Section 1129(a)(13), (14), (15), and (16)—Domestic Support Obligations, Individuals, and Nonprofit Corporations.

52. The Debtor has no obligations to provide retiree benefits (as such term is used in section 1114 of the Bankruptcy Code) and, accordingly, section 1129(a)(13) of the Bankruptcy Code is inapplicable.

53. The Debtor does not owe any domestic support obligations, is not an individual, and is not a nonprofit corporation. Therefore, sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to this Chapter 11 Case.

xiv. Section 1129(b)—Confirmation of Plan Over Nonacceptance of Classes.

54. All Voting Classes voted to accept the Plan, satisfying section 1129(a)(8) of the Bankruptcy Code. Thus, the Plan may be confirmed without regard to section 1129(b) of the Bankruptcy Code.

xv. Section 1129(c)—Only One Plan.

55. Other than the Plan (including previous versions thereof), no other plan has been Filed in this Chapter 11 Case. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

xvi. Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes or Section 5 of the Securities Act.

56. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

xvii. Section 1129(e)—Not Small Business Case.

57. This Chapter 11 Case is not a small business case, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to this Chapter 11 Case.

xviii. Satisfaction of Confirmation Requirements.

58. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the Plan and the Debtor, as applicable, satisfy all the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

N. Good Faith.

59. The Debtor has proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtor's Estate for the benefit of its stakeholders. The Plan accomplishes this goal. Accordingly, the Debtor has been, is, and will continue acting in good faith if it proceeds to: (a) consummate the Plan, the restructuring transactions, and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Confirmation Order or the Plan. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

O. Implementation.

60. All documents and agreements necessary to implement transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, have been negotiated in good faith and at arms'-length, are in the best interests of the Debtor and its Estate, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtor is authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

61. Except as otherwise provided in the Plan, Exit Facility Documents, or any agreement, instrument, or other document incorporated in or entered into in connection with or pursuant to the Plan, on the Effective Date, all property in the Estate, all Causes of Action, and

any property acquired by the Debtor pursuant to the Plan shall vest in the Reorganized Debtor free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any claims or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

P. Treatment of Executory Contracts and Unexpired Leases.

62. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the assumption or rejection of certain Executory Contracts and Unexpired Leases. The Debtor's determinations regarding the assumption or rejection of Executory Contracts and Unexpired Leases are based on, and within the sound business judgment of, the Debtor, are necessary to the implementation of the Plan, and are in the best interests of the Debtor, its Estate, Holders of Claims or Interests, and other parties in interest in this Chapter 11 Case.

II. ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

63. The Plan, attached hereto as **Exhibit A**, is approved and confirmed under section 1129 of the Bankruptcy Code.

64. The Plan Supplement, including the documents contained therein that may be amended through and including the Effective Date in accordance with and as permitted by the Plan, is approved. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall

control in all respects. If there is a conflict between the terms of the Plan (including any documents in the Plan Supplement) or the Disclosure Statement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. The Debtor, in accordance with the Plan, may amend the Plan Supplement prior to the Effective Date.

65. The terms of the Plan, the Plan Supplement, all exhibits thereto, and this Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest, including, but not limited to, (i) the Debtor and (ii) all other Holders of Claims or Interests.

66. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision; it being the intent of the Court that the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety.

A. Objections.

67. To the extent that any objections (including any reservations of rights contained therein) to Confirmation have not been withdrawn, waived, or settled before entry of this Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated on the record of the Confirmation Hearing, all such objections (including any reservation of rights contained therein) are hereby overruled in their entirety and on their merits.

B. Findings of Fact and Conclusions of Law.

68. The findings of fact and the conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact

and conclusions of law announced by the Court at the Confirmation Hearing in relation to Confirmation are hereby incorporated into this Confirmation Order. To the extent that any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any finding of fact or conclusion of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by the Court at the Confirmation Hearing and incorporated herein) constitutes an order of this Court, it is adopted as such.

C. Confirmation Hearing Notice & Solicitation

69. The notice of Confirmation Hearing complied with the terms of the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case, and complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law. No further notice of the Confirmation Hearing was required or need be given.

70. The solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case, and complied with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and applicable non-bankruptcy law.

D. Settlement of Claims and Controversies.

71. In accordance with the provisions of the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtor may compromise and settle any claims and Causes of Action against other Entities.

E. Incorporation by Reference.

72. The terms and provisions of the Plan and the exhibits thereto are incorporated by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall, on and

after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtor, its Estate and its creditors, and their respective successors and assigns, non-debtor affiliates, any affected third parties, all Holder of Interests in the Debtor, all Holders of any Claims, whether known or unknown, against the Debtor, including, but not limited to all contract counterparties, borrowers, leaseholders, Governmental Units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtor, if any, subsequently appointed in the Chapter 11 Case or upon a conversion of the Chapter 11 Case to chapter 7 under the Bankruptcy Code, and each of their respective affiliates, successors, and assigns.

F. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan.

73. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and will be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Entity: (a) Debtor Release; (b) Third-Party Release; (c) Exculpation; and (d) Injunction.

G. Discharge

74. Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code and except as otherwise specifically provided in the Plan, the distributions, rights, and treatments that are provided in the Plan shall be in full and final satisfaction, release, and discharge, effective as of the Effective Date, of all Claims of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against the Debtor, the Reorganized Debtor, or any of their respective assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, including demands, liabilities, and Causes of Action that arose before the Effective Date, any

contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim is Allowed; or (3) the Holder of such Claim has accepted the Plan. Except as otherwise provided herein, any default by the Debtor with respect to any Claim that existed immediately prior to or on account of the Filing of the Chapter 11 Case shall be deemed cured on the Effective Date.

75. The Confirmation Order shall be a judicial determination of the discharge of all Claims subject to the occurrence of the Effective Date, except as otherwise expressly provided in the Plan.

H. Preservation of Causes of Action.

76. In accordance with section 1123(b) of the Bankruptcy Code but subject to the releases set forth in Article IX of the Plan, all Causes of Action that the Debtor and its Estate may hold against any Entity or Person shall vest in the Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtor shall have the exclusive right, authority, and discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. Subject to the releases set forth in Article IX of the Plan, no Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtor or Reorganized Debtor (as applicable) will not pursue any and all available Causes of Action. The Debtor or Reorganized Debtor (as

applicable) expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date.

I. Retention of Jurisdiction.

77. This Court retains jurisdiction over this Chapter 11 Case, all matters arising out of or related to this Chapter 11 Case and the Plan, the matters set forth in Article X of the Plan, and any other applicable provisions of the Plan.

J. Effectiveness of All Actions.

78. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to or order of the Court, or any further action by the Debtor and/or the Reorganized Debtor and their respective directors, officers, members, or stockholders, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

K. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan.

79. This Confirmation Order shall constitute all authority, approvals, and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, including the Plan Modifications, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

L. Plan Implementation Authorization.

80. The Debtor or the Reorganized Debtor, as the case may be, and their respective directors, officers, members, agents, and attorneys, financial advisors, and investment bankers are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document related to the Plan, including the Exit Facility Documents and the New Organizational Documents, as the same may be modified, amended and supplemented, and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms, or take any or all corporate actions authorized to be taken pursuant to the Plan, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Court. To the extent applicable, any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. Pursuant to section 303 of the General Corporation Law of the State of Delaware, and any comparable provision of the business corporation laws of any other state, as applicable, no action of the Debtor's board of directors or the Reorganized Debtor's board of directors will be required to authorize the Debtor or Reorganized Debtor, as applicable, to enter into, execute and deliver, adopt or amend, as the case may be, any such contract, instrument, release, or other agreement or document related to the Plan, and following the Effective Date, each of the Plan documents will be a legal, valid, and binding obligation of the Debtor or Reorganized Debtor, as applicable, enforceable against the Debtor and the Reorganized Debtor in accordance with the respective terms thereof; provided, however, notwithstanding the foregoing or anything to the contrary herein or in the Plan, the Debtor or the Reorganized Debtor (as applicable) may, in each of its sole discretion, seek authorization of the New Organizational Documents pursuant to

General Corporation Law of the State of Delaware, and, if so, the Debtor and the Reorganized Debtor (as applicable) will be and are hereby authorized to execute and deliver, adopt or amend, as the case may be, the New Organizational Documents as they see fit. The Debtor and the Reorganized Debtor are also authorized from and after the date hereof to take additional steps to consolidate and streamline its organization.

M. Restructuring Transactions.

81. On the Effective Date, the Debtor, the Reorganized Debtor, or any other Entity may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (c) the filing of appropriate certificate of incorporation with the appropriate governmental authorities pursuant to applicable law; and (d) all other actions that the Debtor or the Reorganized Debtor (as applicable) determine are necessary or appropriate.

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

N. Approval of the Exit Facility.

83. On the Effective Date, the Reorganized Debtor shall enter into the Exit Facility, the terms of which will be set forth in the Exit Facility Documents. This Confirmation Order constitutes approval of the Exit Facility and the Exit Facility Documents, and all transactions

contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtor in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and the Reorganized Debtor is authorized to enter into and execute the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facility, without further notice to or order of the Court, act, or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtor may deem to be necessary to consummate the Exit Facility.

84. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents: (a) shall be deemed to be granted; (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents; (c) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facility Documents; and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtor and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order and any such filings, recordings, approvals, and consents shall not be

required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

85. The Exit Facility and the Exit Facility Documents are an essential element of the Plan, and entry into the Exit Facility and the Exit Facility Documents is in the best interests of the Debtor, its Estate, and its stakeholders, and is necessary for Confirmation and consummation of the Plan. The Debtor has exercised reasonable business judgment in determining to enter into the Exit Facility and the Exit Facility Documents, and it has provided sufficient and adequate notice of all material terms of the Exit Facility. The terms and conditions of the Exit Facility are fair and reasonable, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, are supported by reasonably equivalent value and fair consideration and the Exit Facility has been negotiated in good faith and at arm's length.

O. New Organizational Documents.

86. On the Effective Date, without any further action by the Court or the directors, officers, or equity holders of any of the Reorganized Debtor, the Reorganized Debtor will be and is hereby authorized to enter into the New Organizational Documents and all related documents, to which the Reorganized Debtor is contemplated to be a party on the Effective Date. In addition, on the Effective Date, without any further action by the Court or the directors, officers or equity holders of the Reorganized Debtor, the Reorganized Debtor will be and is authorized to: (a) execute, deliver, file, and record any other contracts, assignments, certificates, instruments, agreements, guaranties, or other documents executed or delivered in connection with the New Organizational Documents; (b) perform all of its obligations under the New Organizational Documents; and (c) take all such other actions as any of the responsible officers of the Reorganized Debtor may determine are necessary, appropriate or desirable in connection with the

consummation of the transactions contemplated by the New Organizational Documents. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, after the Effective Date, any disputes arising under the New Organizational Documents will be governed by the jurisdictional provisions therein.

P. Binding Effect.

87. On the date of and after entry of this Confirmation Order, and subject to the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement (including, without limitation, the New Organizational Documents and the Exit Facility Documents) and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtor or the Reorganized Debtor, as applicable, any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or this Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtor. All Claims shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim has voted on the Plan.

88. Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in this Chapter 11 Case, all documents and agreements executed by the Debtor as authorized and directed thereunder, and all motions or requests for relief by the Debtor pending before this Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtor, the Reorganized Debtor, and their respective successors and assigns.

Q. Continued Corporate Existence and Vesting of Assets in the Reorganized Debtor.

89. Except as otherwise provided in the Plan and the New Organizational Documents, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, the Debtor shall, as a Reorganized Debtor, continue to exist after the Effective Date as a legal entity, with all the powers of such a legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, conversion, dissolution, or otherwise) under applicable law, and on the Effective Date, all property of the Estate of the Debtor, and any property acquired by the Debtor or Reorganized Debtor under the Plan, will vest in the Reorganized Debtor, free and clear of all Claims, liens, charges, other encumbrances, and other interests.

90. On and after the Effective Date, the Reorganized Debtor may operate its business and may use, acquire, and dispose of property and compromise or settle any claims without supervision or approval by this Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or this Confirmation Order.

R. Directors and Officers of Reorganized Debtor.

91. On the Effective Date, the terms of the current members of the board of directors of the Debtor shall expire and such board members will be deemed to have resigned, and the New Board and new officers of the Reorganized Debtor shall be appointed in accordance with the New Organizational Documents and other constituent documents of the Reorganized Debtor. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtor has disclosed in advance of the Confirmation Hearing the identity and affiliations of any Person proposed to serve on the New Board, as well as those known Persons that will serve as an officer of the Reorganized Debtor. To the extent any such director or officer is an “insider” under the Bankruptcy Code, the

nature of any compensation to be paid to such director or officer has also been disclosed to the extent required.

92. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtor.

S. Release of Liens.

93. Except as otherwise specifically provided in the Plan, the Exit Facility Documents, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

94. If any Person or Entity that has filed statements or other documents or agreement evidencing Claims or Liens on, or interests in, all or any portion of the Debtor's or the Reorganized Debtor's assets shall not have delivered to the Debtor or the Reorganized Debtor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Claims, Liens, or interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtor and the Reorganized Debtor are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such Person or Entity. The Debtor and the Reorganized Debtor are authorized to file a copy of this Confirmation Order, which, upon filing, shall be conclusive evidence of the release and termination of such Claim, Lien, or interest.

T. Injunctions and Automatic Stay.

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

U. Cancellation of Existing Agreements.

96. On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing Claims, including credit agreements, shall be cancelled and the obligations of the Debtor shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments, agreements, and other documentation will have no rights arising from or relating to such instruments, agreements, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan.

V. Securities Law Exemption.

97. The offering, issuance and distribution of any securities pursuant to the Plan and any and all settlement agreements incorporated therein are exempt from applicable federal and state securities laws (including blue sky laws), registration and other requirements, including but not limited to, the registration and prospectus delivery requirements of Section 5 of the Securities Act, pursuant to section 1145 of the Bankruptcy Code or, if section 1145 of the Bankruptcy Code is not available, pursuant to Section 4(a)(2) of the Securities Act or another available exemption from registration under the Securities Act, as applicable.

W. Compliance with Tax Requirements.

98. Each Holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtor, Reorganized Debtor, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtor, Reorganized Debtor, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtor and Reorganized Debtor reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances. Except as otherwise provided in the Plan, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of such Allowed Claims, to the unpaid interest, if any, accrued through the Effective Date with respect to such Allowed Claims.

X. Section 1146 Exemption.

99. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making or delivery of any instrument under the Plan shall not be subject to any law imposing a stamp tax or similar tax.

Y. Professional Compensation and Reimbursement Claims.

100. Except as otherwise specifically provided in the Plan, and prior orders of the Court, from and after the Effective Date, the Debtor shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Debtor. Upon entry of this Confirmation Order, any requirement that Professionals comply with sections 327 through 331 and 363 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtor may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court. In addition, the Debtor and Reorganized Debtor (as applicable) are authorized to pay any and all professional fees as contemplated by and in accordance with the Plan.

101. All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules and any orders of the Court entered in this Chapter 11 Case; and (c) be Filed no later than thirty (30) days after the Effective Date, and served upon the following parties (the “Notice Parties”): (i) counsel to the Reorganized Debtor, (x) Greenberg Traurig, LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq. (melorod@gtlaw.com), and (y) Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 1700, Houston, Texas 77002, Attn:

Shari L. Heyen, Esq. (heyens@gtlaw.com); (ii) Mackinac Partners LLC, 200 Crescent Court, Suite 240, Dallas, TX 75201, Attn: John Bittner (jbittner@mackinacpartners.com); (iii) counsel to the DIP Lender, Chipman Brown Cicero & Cole, Hercules Plaza, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801, Attn: William E. Chipman, Jr. (Chipman@ChipmanBrown.com); and (iv) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: David L. Buchbinder, Esq. (David.L.Buchbinder@usdoj.gov). Objections to Professional Fee Claims shall be due twenty-one (21) days after the Filing of the same. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtor shall pay Professional Fee Claims in Cash that are Allowed by Final Order, including from the Professional Fee Escrow Account.

Z. Administrative Claims Bar Date.

102. Except for Professional Fee Claims and DIP Facility Claims, and unless previously Filed, Holders of Administrative Claims are required to File requests for payment of Administrative Claims and serve such requests on the Notice Parties, no later than the Administrative Claims Bar Date, which is thirty (30) days after the Effective Date. The requests for payment of Administrative Claims must, at a minimum, include: (i) the name of the Holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) the basis of the Administrative Claim (including any documentation or evidence supporting such Administrative Claim). Objections to such requests must be Filed and served on the requesting party by the later of (1) one hundred eighty (180) days after the Effective Date and (2) one hundred eighty (180) days after the Filing of the applicable request for allowance and payment of the Administrative Claims, if applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed

amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with, a Final Order.

103. Holders of Administrative Claims that are required to File and serve a request for allowance and payment of such Administrative Claims that do not File and serve such a request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtor, the Reorganized Debtor or their assets and properties, or the Estate, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any notices, objection, or other action from the Reorganized Debtor or any action or approval by the Bankruptcy Court.

AA. Nonseverability of Plan Provisions upon Confirmation.

104. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Confirmation Order shall be effective and enforceable immediately upon its entry. Each term and provision of the Plan, and the transactions related thereto is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Confirmation Order; and (c) nonseverable and mutually dependent.

BB. Waiver or Estoppel.

105. Each Holder of a Claim shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtor or its counsel (or any other Entity), if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Court before the Confirmation Date.

CC. Authorization to Consummate.

106. The Debtor is authorized to consummate the Plan at any time after the entry of this Confirmation Order. The substantial consummation of the Plan, within the meaning of sections 1101(2) and 1127 of the Bankruptcy Code, is deemed to occur on the first date, on or after the Effective Date, on which distributions are made in accordance with the terms of the Plan to Holders of any Allowed Claims.

DD. Treatment of Executory Contracts.

107. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

108. Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, on the Effective Date, all Executory Contracts or Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtor; (2) are identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; or (3) are the subject of a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date.

109. Entry of the Confirmation Order by the Court shall constitute a Bankruptcy Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code, approving the assumptions or rejections of the Executory Contracts and Unexpired Leases as provided herein. No default or event of default under an assumed Executory Contract or Unexpired Lease shall be deemed to

have caused or cause the loss of any options or right of the Reorganized Debtor under the assumed Executory Contract or Unexpired Lease the exercise by the Reorganized Debtor of which may be contingent upon no prior defaults by the Debtor, such as, rights to renew or extend the term of an Unexpired Lease, rights to expand or reduce the premises covered by an Unexpired Lease, rights of termination, rights for tenant improvement allowance for the premises, rights of first offer or rights of refusal or any similar right.

110. Notwithstanding the foregoing paragraph or anything to the contrary in the Plan, the Debtor or the Reorganized Debtor (as applicable) reserve the right to: (1) remove any Executory Contract or Unexpired Lease from the Schedule of Assumed Executory Contracts and Unexpired Leases at any time through the Effective Date of the Plan, and (2) remove any Executory Contract or Unexpired Lease from the Schedule of Assumed Executory Contracts and Unexpired Leases at any time, including after the Effective Date of the Plan, if the Debtor or the Reorganized Debtor (as applicable) loses an objection to the Cure amount, in each such case, such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date without any notice to, action, approval or order of the Bankruptcy Court.

111. Notwithstanding anything to the contrary herein or the Plan, the Unexpired Leases for the premises located at (i) 475 5th Ave, New York, NY 10017, and (ii) 20 Hudson Yards, New York, NY 10001 shall be deemed assumed by the Debtor effective as of the date of entry of the Confirmation Order and vested with the Reorganized Debtor on the Effective Date.

112. Notwithstanding any of the releases, discharges, injunctions, exculpations, or waivers set forth in the Plan, nothing in the Plan or this Confirmation Order shall modify the rights, if any, of any counterparty to an Unexpired Lease to assert any right of setoff or recoupment that such counterparties may have under applicable bankruptcy or non-bankruptcy

law, including, but not limited to, the ability, if any, of such counterparties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Leases with the Debtor or the Reorganized Debtor.

i. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

113. Any Proofs of Claim based on the rejection of the Debtor's Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed with the Notice and Claims Agent and served upon counsel to the Debtor or the Reorganized Debtor (as applicable) and counsel to the DIP Lender within thirty (30) days of the Effective Date.

114. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan that are not timely Filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtor, its Estate, the Reorganized Debtor, or any assets and properties of the foregoing parties, without the need for any objection by the Debtor or the Reorganized Debtor (as applicable) or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.

115. Claims arising from the rejection of the Debtor's Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall, if Allowed, be treated in accordance with Article III.B.3 of the Plan.

ii. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

116. Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure amount in Cash on the Effective Date, subject to the limitation

described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to Cure such a default, (2) the ability of the Reorganized Debtor 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 (3) any other matter pertaining to assumption, the Cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

117. Any counterparty to an Executory Contract or Unexpired Lease that failed to timely object to the proposed assumption and/or Cure amount will be deemed to have assented to such assumption and the Cure amount associated therewith shall be the amount, if any, proposed by the Debtor without any further notice to or action, order, or approval of the Bankruptcy Court.

118. Notwithstanding anything to the contrary herein, the Plan, or the Schedule of Assumed Executory Contract and Unexpired Leases, the amount of the Cure claim held by Kent & Wythe Owners, LLC, as the lessor under that certain Unexpired Lease dated March 29, 2017 for the premises located at 200 Wythe Avenue, Brooklyn, NY 11249, and the payment terms of such Cure claim, will be governed by that certain Amendment to Lease, dated October 22, 2020 entered into by and between the Debtor and Kent & Wythe Owners, LLC.

119. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

iii. Insurance Policies.

120. All of the Debtor's insurance policies and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Reorganized Debtor shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto.

iv. Reservation of Rights.

121. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Assumed Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtor or Reorganized Debtor, as applicable, has any liability thereunder.

v. Nonoccurrence of Effective Date.

122. If the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting any Executory Contract or Unexpired Lease pursuant to section 365(d)(4) of the Bankruptcy Code.

vi. Contracts and Leases Entered Into After the Petition Date.

123. Contracts and leases entered into in the ordinary course of business after the Petition Date by the Debtor will be performed by the Reorganized Debtor in the ordinary course of its business and will survive and remain unaffected by entry of the Confirmation Order, except as provided herein.

EE. Effect of Non-Occurrence of Conditions to the Effective Date.

124. Notwithstanding the entry of this Confirmation Order, if the Effective Date does not occur, then (1) the Plan shall be null and void in all respects, (2) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected under the Plan, and document or agreement executed pursuant to the Plan shall be deemed null and void, and (3) nothing contained in the Plan, the Confirmation Order, or the Disclosure Statement shall (a) constitute a waiver or release of any claims or Causes of Action, (b) prejudice in any manner the rights of the Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtor or any other Entity.

FF. Waiver of 14-Day Stay.

125. Notwithstanding Bankruptcy Rules 7062 and 3020(e), this Confirmation Order is effective immediately and not subject to any stay.

GG. Good Faith

126. The Debtor, RKJ, the DIP Lender, and all of their respective managers, members, officers, directors, agents, financial advisers, attorneys, employees, equity holders, partners, affiliates, and representatives will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, transactions, and transfers contemplated thereby and (ii) take the actions authorized and directed by this Confirmation Order.

HH. Post-Confirmation Modification of the Plan.

127. The Debtor is hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code, without further order of this Court.

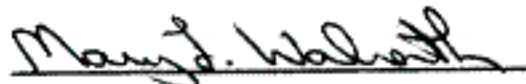
II. Notice of Entry of the Confirmation Order and the Effective Date.

128. Within fourteen (14) days after the occurrence of the Effective Date, the Reorganized Debtor shall file notice of the entry of the Confirmation Order and the Effective Date with this Court and shall serve or cause to be served a notice substantially in the form annexed hereto as **Exhibit B** (the “Effective Date Notice”) upon all parties that received notice of the Confirmation Hearing. The form of Effective Date Notice is hereby approved. Service of the Effective Date Notice as provided herein shall be good and sufficient notice of the entry of the Confirmation Order and the occurrence of the Effective Date under the Bankruptcy Rules, including Bankruptcy Rule 3020(c)(2).

JJ. Final Order.

129. This Confirmation Order is a final order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

Dated: December 21st, 2020
Wilmington, Delaware



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Plan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MUJI U.S.A. LIMITED,¹

Debtor.

Chapter 11

Case No. 20-11805 (MFW)

**AMENDED CHAPTER 11 PLAN OF
REORGANIZATION OF MUJI U.S.A. LIMITED PURSUANT
TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MODIFIED)**

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Counsel to the Debtor and Debtor in Possession

Dated: December 17, 2020

¹ The last four digits of the Debtor's federal tax identification number are 2229. The location of the Debtor's principal place of business is 250 West 39th Street, Suite 202, New York, NY 10018.

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INTRODUCTION

MUJI U.S.A. Limited (the “Debtor”) proposes this plan of reorganization for the resolution of outstanding Claims against and Interests in the Debtor. The Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan.

Reference is made to the Disclosure Statement, Filed contemporaneously with the Plan, for a discussion of the Debtor’s history, business, historical financial information, valuation, liquidation analysis, projections, and operations as well as a summary and analysis of the Plan and certain related matters, including distributions to be made under this Plan.

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

Article I. DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

The following terms shall have the following meanings when used in capitalized form herein:

1. “**Administrative Claim**” means a Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estate and operating the business of the Debtor; (b) Allowed Professional Fee Claims in the Chapter 11 Case; and (c) all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

2. “**Administrative Claim Request**” means a request for the payment of an Administrative Claim.

3. “**Administrative Claims Bar Date**” means the deadline for Filing all Administrative Claim Requests, except for Professional Fee Claims (which shall be subject to Article II.D herein), which shall be thirty (30) days after the Effective Date.

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

5. “**Allowed**” means, with respect to any Claim, except as otherwise provided in the Plan: (a) a Claim that is evidenced by a Proof of Claim Filed by the Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or pursuant to a Final Order a Proof of Claim is not or shall not be required to be Filed); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim, as applicable, has been timely Filed; or (c) a Claim Allowed pursuant to the Plan or a Final Order of the Bankruptcy Court;

provided that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that, with respect to such Claim, no objection to the allowance thereof has been interposed by any party in interest within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim, as applicable, shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtor and without further notice to any party or action, approval, or order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor (as applicable). For the avoidance of doubt, a Proof of Claim Filed after the Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. “Allow” and “Allowing” shall have correlative meanings.

6. **“Avoidance Actions”** means any and all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtor or its Estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

7. **“Bankruptcy Code”** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

8. **“Bankruptcy Court”** means the United States Bankruptcy Court for the District of Delaware.

9. **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Case, and the general, local, and chambers rules of the Bankruptcy Court.

10. **“Bar Date”** means, as applicable, the Administrative Claims Bar Date and any other date or dates to be established by an order of the Bankruptcy Court by which Proofs of Claim must be Filed, including the general bar date of September 22, 2020 and the bar date of January 6, 2021 for Governmental Units, as set forth in the *Order (I) Fixing Deadlines for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof* [Docket No. 122]; provided that Professional Fee Claims shall be Filed in accordance with Article II.D of the Plan.

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

12. **“Cash”** means cash and cash equivalents in legal tender of the United States of America.

13. **“Causes of Action”** means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers,

privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

14. **“Chapter 11 Case”** means the chapter 11 case Filed by the Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

15. **“Claim”** means any claim, as defined in section 101(5) of the Bankruptcy Code, against the Debtor or its Estate.

16. **“Claims Objection Bar Date”** means the date that is one hundred eighty (180) days after the Effective Date, which date may be extended upon presentment of an Order to the Bankruptcy Court by the Reorganized Debtor.

17. **“Claims Register”** means the official register of Claims maintained by the Notice and Claims Agent.

18. **“Class”** means a category of Claims or Interests as established by and set forth in Article III of this Plan pursuant to section 1122(a) of the Bankruptcy Code.

19. **“Confirmation”** means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Case.

20. **“Confirmation Date”** means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case.

21. **“Confirmation Hearing”** means the hearing(s) conducted by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

22. **“Confirmation Order”** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

23. **“Cure”** means all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtor pursuant to sections 365 or 1123 of the Bankruptcy Code.

24. **“D&O Liability Insurance Policies”** means all of the Debtor’s insurance policies for directors’ and officers’ liability existing as of the Petition Date.

25. **“Debtor Release”** means the releases set forth in Article IX.B of this Plan.
26. **“DIP Credit Agreement”** means that certain *Senior Secured, Super-Priority Debtor-in-Possession Credit and Security Agreement*, dated as of July 14, 2020, entered into by and between the Debtor and the DIP Lender.
27. **“DIP Facility”** means that certain debtor-in-possession financing facility available pursuant to the DIP Loan Documents.
28. **“DIP Facility Claim”** means any Claim held by the DIP Lender arising under or relating to the DIP Loan Documents, including all principal amounts outstanding, interest, fees, expenses, costs, and other charges arising under or related to the DIP Loan Documents.
29. **“DIP Facility Claim Amount”** means the aggregate principal amount with respect to drawn amounts under the DIP Facility, plus any unpaid accrued interest and unpaid fees, expenses and other obligations under the DIP Credit Agreement.
30. **“DIP Lender”** means RKJ, in its capacity as lender under the DIP Credit Agreement.
31. **“DIP Loan Documents”** means, collectively, the DIP Credit Agreement and all agreements, documents and instruments related thereto, including the DIP Orders, as now in effect or as may be amended, restated, supplemented or otherwise modified from time to time in accordance with their terms and the terms of the DIP Orders.
32. **“DIP Orders”** means, collectively, the Interim DIP Order and the Final DIP Order.
33. **“Disbursing Agent”** means the Reorganized Debtor or the Entity or Entities selected by the Debtor or the Reorganized Debtor (as applicable) to make or to facilitate distributions pursuant to the Plan.
34. **“Disclosure Statement”** means the *Disclosure Statement for the Amended Chapter 11 Plan of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code*, dated November 23, 2020 (as may be amended, supplemented or modified from time to time), including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law.
35. **“Disputed”** means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed.
36. **“Distribution Record Date”** means the date for determining which Holders of Claims are eligible to receive distributions under the Plan, which date shall be the Confirmation Date or such other date as designated in a Final Order of the Bankruptcy Code.
37. **“Effective Date”** means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect, (b) all conditions precedent to the occurrence of the Effective Date set forth in Article VIII.A of the Plan have been

satisfied or waived in accordance with Article VIII.C of the Plan, and (c) the Debtor declares the Plan effective. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter. The Reorganized Debtor will File and serve a notice of the occurrence of the Effective Date.

38. **“Entity”** means any “entity,” as defined in section 101(15) of the Bankruptcy Code.

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

40. **“Exculpated Parties”** or **“Exculpated Party”** means, collectively, and in each case, in its capacity as such: (a) the Debtor; (b) the Reorganized Debtor; and (c) with respect to each of the foregoing in clauses (a) and (b), each of such Entity’s current and former directors, managers, officers, principals, members, employees, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

41. **“Exit Facility”** means a senior secured credit facility to be arranged and provided by the Exit Facility Lender in a minimum amount of \$22,000,000, on terms satisfactory to the Debtor or the Reorganized Debtor (as applicable).

42. **“Exit Facility Documents”** means, collectively, the Exit Facility Loan Agreement, the Exit Facility and all other agreements, instruments, and documents related thereto, as applicable.

43. **“Exit Facility Lender”** means that lender party to the Exit Facility Loan Agreement.

44. **“Exit Facility Loan Agreement”** means that certain loan agreement memorializing the Exit Facility, which shall be entered into by and between the Debtor or the Reorganized Debtor (as applicable), on the one hand, and the Exit Facility Lender, on the other hand.

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

46. **“File”** or **“Filed”** means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Case, or, in the case of a Proof of Claim or a Proof of Interest, the Notice and Claims Agent.

47. **“Final DIP Order”** means the *Final Order (I) Authorizing the Debtor to Obtain Post-Petition Financing, (II) Authorizing the Debtor to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief*, entered on August 11, 2020 [Docket No. 105].

48. **“Final Order”** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, seek reconsideration under Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure, seek a new trial, reargument, or rehearing and, where applicable, petition for certiorari has expired and no appeal, motion for reconsideration under Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure, motion for a new trial, reargument or rehearing or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, or as to which any motion for reconsideration that has been filed pursuant to Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure or any motion for a new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

49. **“General Unsecured Claim”** means any Claim other than a(n): (a) DIP Facility Claim, (b) Administrative Claim, (c) Professional Fee Claim, (d) Priority Tax Claim, (e) Other Priority Claim, (f) Other Secured Claim, (g) Secured Claim, or (h) an RKJ Unsecured Claim.

50. **“Governmental Unit”** means a “governmental unit,” as defined in section 101(27) of the Bankruptcy Code.

51. **“GUC Cash Distribution Pool”** means a cash pool in the amount of \$4,000,000, which shall be used to fund distributions to Holders of Allowed General Unsecured Claims in accordance with the terms of this Plan.

52. **“Holder”** means an Entity holding a Claim or Interest.

53. **“Impaired”** means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

54. **“Impaired Class”** means a Class that is Impaired.

55. **“Interest”** means any issued, unissued, authorized, or outstanding shares of common equity, preferred stock, or other instrument evidencing an ownership interest in the Debtor.

56. **“Interim DIP Order”** means the *Interim Order (I) Authorizing the Debtor to Obtain Post-Petition Financing, (II) Authorizing the Debtor to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief*, entered on July 14, 2020 [Docket No. 41].

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

58. “**Local Bankruptcy Rules**” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

59. “**New Board**” means the board of directors of the Reorganized Debtor.

60. “**Notice and Claims Agent**” means Donlin, Recano & Company, Inc. in its capacity as noticing, claims, and solicitation agent for the Debtor, pursuant to orders of the Bankruptcy Court [Docket Nos. 31 & 99].

61. “**Ordinary Course Professionals**” has the meaning ascribed to such term in the *Motion of the Debtor for Entry of an Order Authorizing the Retention and Compensation of Certain Professionals Utilized by the Debtor in the Ordinary Course of Business* [Docket No. 53], which motion was approved pursuant to the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized by the Debtor in the Ordinary Course of Business*, entered on August 10, 2020 [Docket No. 101].

62. “**Other Priority Claim**” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

63. “**Other Secured Claim**” means any Secured Claim against the Debtor other than the DIP Facility Claims.

64. “**Person**” means a “person,” as defined in section 101(41) of the Bankruptcy Code.

65. “**Petition Date**” means July 10, 2020, the date on which the Debtor Filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing the Chapter 11 Case.

66. “**Plan**” means this plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

67. “**Plan Objection Deadline**” means the “Plan Objection Deadline,” as such term is defined in the Solicitation Procedures Order.

68. “**Plan Settlement**” shall have the meaning ascribed to in Article IV.A of the Plan.

69. “**Plan Supplement**” means a supplemental appendix to the Plan that shall be Filed by the Debtor no later than seven (7) days before the Voting Deadline to accept or reject the Plan or such later date as may be approved by the Bankruptcy Court on notice to parties in interest and that shall include, among other things, draft forms of documents (or term sheets thereof), schedules, and exhibits to the Plan, and as may be amended, modified, or supplemented from time to time on or prior to the Effective Date in accordance with the terms thereof and hereof, the Bankruptcy Code, and the Bankruptcy Rules, including the following documents: (a) to the extent known, the identity of the members of the New Board; (b) to the extent known, the identity of the

Reorganized Debtor's officers; (c) the extent known, the identity of any insider that will be employed or retained by the Reorganized Debtor, and the nature of any compensation for such insider; (d) the Exit Facility Documents; (e) the Schedule of Assumed Executory Contracts and Unexpired Leases; and (f) other documentation necessary to effectuate the Plan or that is contemplated by the Plan.

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

71. **"Professional Fee Claims"** means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred after the Petition Date and on or before the Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code, as applicable.

72. **"Professional Fee Amount"** means the aggregate of unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtor before and as of the Confirmation Date, which estimates shall be submitted by Retained Professionals or otherwise established by the Debtor pursuant to Article II.D.3 of the Plan.

73. **"Professional Fee Escrow"** shall have the meaning ascribed to it in the DIP Orders.

74. **"Professional Fee Escrow Account"** shall have the meaning ascribed to it in the DIP Orders.

75. **"Proof of Claim"** means a proof of Claim Filed against the Debtor in the Chapter 11 Case.

76. **"Proof of Interest"** means a proof of Interest Filed against the Debtor in the Chapter 11 Case.

77. **"Reinstatement"** or **"Reinstated"** means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

78. **"Released Parties"** or **"Released Party"** means, collectively, and in each case, in its capacity as such: (a) the Debtor; (b) the Reorganized Debtor; (c) the DIP Lender; (d) the Exit Facility Lender; and (e) with respect to the each of the foregoing entities in clauses (a) through (d), such Entity and its current and former Affiliates and subsidiaries, and such Entities' and their current and former Affiliates' and subsidiaries' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

79. **"Releasing Parties"** or **"Releasing Party"** means, collectively, and in each case, in its capacity as such: (a) the DIP Lender, (b) the Exit Facility Lender, (c) all Holders of Claims, (d) all Holders of Interests, (e) the Debtor and the Reorganized Debtor, (f) with respect to each of

the foregoing Entities in clauses (a) through (e), such Entity and its current and former Affiliates and subsidiaries, and such Entities' and their current and former Affiliates' and subsidiaries' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such collectively; provided, however, that any Holder of a Claim that (1) is deemed to reject the Plan, (2) that is entitled to vote on the Plan but (X) does not return a ballot by the Voting Deadline or (Y) affirmatively opts out of the release under Article IX.C of the Plan by returning a properly completed ballot by the Voting Deadline and indicating on the Ballot that the Person or Entity opts out of the release under Article IX.C of the Plan, or (3) Files an objection to the releases contained in the Plan shall not be a "Releasing Party" (and, for the avoidance of doubt, the Entities and Persons listed in clause (f) for such Holder, shall not be deemed "Releasing Parties").

80. **"Reorganized Debtor"** means the Debtor, as reorganized pursuant to and under the Plan, or any successor or assign thereto by merger, consolidation, or otherwise, on or after the Effective Date.

81. **"Retained Professional"** means (a) an Entity employed in the Chapter 11 Case pursuant to a Final Order in accordance with sections 327 and/or 328 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; and (b) Mackinac Partners, LLC. For the avoidance of doubt, Retained Professional does not include Ordinary Course Professionals.

82. **"RKJ"** means Ryohin Keikoku Co., Ltd., a Japanese corporation.

83. **"RKJ Unsecured Claims"** means a Claim that is not a Secured Claim held by RKJ, including any subrogation, contribution and/or reimbursement Claim that RKJ may have on account of satisfying a third party Claim.

84. **"Schedule of Assumed Executory Contracts and Unexpired Leases"** means the schedule of Executory Contracts and Unexpired Leases to be assumed by the Debtor pursuant to the Plan, as the same may be amended, modified or supplemented from time to time, which schedule shall set forth the Debtor's proposed Cure amount for each such Executory Contract and Unexpired Lease to be assumed in connection with Confirmation of the Plan.

85. **"Schedules"** means, collectively, the schedules of assets and liabilities, schedule of Executory Contracts and Unexpired Leases and statement of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code, the Bankruptcy Rules and the official bankruptcy forms, as the same may be amended, modified or supplemented from time to time.

86. **"Secured Claim"** means a Claim: (a) secured by a Lien on collateral, which Lien is valid, perfected and enforceable, to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

87. “**Securities**” means any instruments that qualify under Section 2(a)(1) of the Securities Act.

88. “**Securities Act**” means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

89. “**Solicitation Procedures Order**” means an Order entered by the Bankruptcy Court [Docket No. 230] approving the Disclosure Statement and the solicitation of votes on the Plan.

90. “**Statutory Fees**” means any fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

91. “**Unexpired Lease**” means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

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

93. “**United States Trustee**” means the United States Trustee for the District of Delaware.

94. “**Voting Deadline**” means the “Voting Deadline,” as such term is defined in the Solicitation Procedures Order.

B. *Rules of Interpretation*

For purposes of this Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (d) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (e) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (f) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (g) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (h) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (j) unless otherwise specified

herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (l) all references to docket numbers of documents Filed in the Chapter 11 Case are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Case, unless otherwise stated; and (n) any immaterial effectuating provisions may be interpreted by the Reorganized Debtor in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

C. *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 New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtor or the Reorganized Debtor (as applicable) shall be governed by the laws of the state of incorporation of the Debtor or the Reorganized Debtor (as applicable).

D. *Reference to Monetary Figures*

All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

E. *Reference to Debtor or the Reorganized Debtor*

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtor or to the Reorganized Debtor mean the Debtor and the Reorganized Debtor (as applicable) to the extent the context requires.

F. *Computation of Time*

Unless otherwise specifically stated in the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in the Plan. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter unless otherwise specified herein.

G. *Controlling Document*

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the

Plan Supplement, the terms of the relevant provision in the Plan shall control (unless stated otherwise in such Plan document or in the Confirmation Order). In the event of an inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

Article II. ADMINISTRATIVE CLAIMS AND PRIORITY CLAIMS

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

A. *Administrative Claims*

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtor or the Reorganized Debtor (as applicable) each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims, DIP Facility Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim becomes due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtor in the ordinary course of its business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtor or the Reorganized Debtor (as applicable); or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except for Professional Fee Claims and DIP Facility Claims, and unless previously Filed, requests for allowance and payment of Administrative Claims must be Filed and served on the Reorganized Debtor no later than the Administrative Claim Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the occurrence of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the later of (1) one hundred eighty (180) days after the Effective Date and (2) one hundred eighty (180) days after the Filing of the applicable request for allowance and payment of the Administrative Claims, if applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with, a Final Order.

Holders of Administrative Claims that are required to File and serve a request for allowance and payment of such Administrative Claims that do not File and serve such a request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtor, the Reorganized Debtor or their assets and properties, or the Estate, and such Administrative Claims shall be

deemed discharged as of the Effective Date without the need for any notices, objection, or other action from the Reorganized Debtor or any action or approval by the Bankruptcy Court. For the avoidance of doubt, this Paragraph shall not apply to Administrative Claims that are the subject of Articles II.B, II.C, II.D, and II.F of the Plan.

B. *DIP Facility Claims*

Except to the extent that the Holder of an Allowed DIP Facility Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed DIP Facility Claim, the Holder of such Allowed DIP Facility Claim shall receive a principal portion of the Exit Facility equal to the DIP Facility Claim Amount (*less* the amounts paid to the DIP Lender under Article II.C), and all commitments under the DIP Credit Agreement shall immediately terminate. For the avoidance of doubt, the DIP Facility Claims shall be Allowed in the amount of the DIP Facility Claim Amount. Upon the satisfaction of the DIP Facility Claims in accordance with the terms of this Plan, on the Effective Date all Liens and security interests granted to secure such obligations shall be terminated and of no further force and effect.

C. *Payment of Fees and Expenses Under DIP Orders*

On the Effective Date, the Debtor or Reorganized Debtor (as applicable) shall pay all reasonable and documented out-of-pocket costs, disbursements, and expenses of the DIP Lender that have accrued and remain unpaid as of the Effective Date and are required to be paid under or pursuant to the applicable DIP Orders. All payments of fees, expenses, or disbursements pursuant to this Article II.C shall be subject in all respects to the terms of the DIP Orders. The Debtor's obligation to reimburse the DIP Lender under, as applicable, the DIP Credit Agreement or the DIP Orders, for all fees, expenses, and disbursements, to the extent not indefeasibly paid in full in Cash on the Effective Date or otherwise satisfied by the Debtor in a manner acceptable to the DIP Lender shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or Confirmation Order, notwithstanding any provision hereof or thereof to the contrary.

D. *Professional Fee Claims*

1. Final Fee Applications and Payment of Professional Fee Claims

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than thirty (30) days after the Effective Date. Objections to Professional Fee Claims shall be due twenty-one (21) days after the Filing of the same. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtor shall pay Professional Fee Claims in Cash that are Allowed by Final Order, including from the Professional Fee Escrow Account.

2. Professional Fee Escrow Account

On the Effective Date, the Reorganized Debtor shall, if and to the extent necessary, fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. For the

avoidance of doubt, to the extent existing funds in the Professional Fee Escrow Account equal or exceed the Professional Fee Amount on the Effective Date, the Reorganized Debtor shall not be required to fund any additional amounts into the Professional Fee Escrow Account. The Professional Fee Escrow Account is and shall continue to be maintained in trust solely for the Retained Professionals. Such funds shall not be considered property of the Debtor, its Estate or the Reorganized Debtor. The amount of Professional Fee Claims owing to the Retained Professionals shall be paid in Cash to such Retained Professionals by the Reorganized Debtor from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by order of the Bankruptcy Court. When all such Allowed amounts owing to Retained Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtor without any further notice, action or order of the Bankruptcy Court.

3. Professional Fee Amount

Retained Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtor before and as of the Confirmation Date, and shall deliver such estimate to the Debtor no later than five (5) days before the Confirmation Date; provided, however, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Retained Professional's final request for payment of Filed Professional Fee Claims. If a Retained Professional does not provide an estimate, the Debtor may estimate the unpaid and unbilled fees and expenses of such Retained Professional for purposes of funding the Professional Fee Escrow Account.

4. Post-Confirmation Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtor or the Reorganized Debtor, as the case may be, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses. Upon the Confirmation Date, any requirement that Retained Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtor may employ and pay any Retained Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Code.

E. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

F. *Statutory Fees*

All fees due and payable pursuant to 28 U.S.C. § 1930(a) before the Effective Date shall be paid by the Debtor. On and after the Effective Date and through the closing or dismissal of the

Chapter 11 Case, the Reorganized Debtor shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the United States Trustee. For the avoidance of doubt, no Governmental Unit is required to File a Proof of Claim (including a request for an Administrative Claim) for Statutory Fees or for any Administrative Claim subject to section 503(b)(1)(D) of the Bankruptcy Code.

Article III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Classification of Claims*

Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtor pursuant to the Plan is as follows:

Class	Claim or Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	General Unsecured Claims	Impaired	Entitled to Vote
4	RKJ Unsecured Claims	Impaired	Entitled to Vote
5	Interests in the Debtor	Unimpaired	Not Entitled to Vote (Deemed to Accept)

B. *Treatment of Claims and Interests*

1. *Class 1 — Other Secured Claims*

- a. *Classification:* Class 1 consists of all Other Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Other Secured Claim, each Holder of an Allowed Other Secured Claim shall receive the following, at the option of the Debtor or Reorganized Debtor (as applicable):
 - (i) payment in full in Cash on or as soon as is reasonably practicable after the later of (A) the Effective Date and (B) the date on which such Other Secured Claim is Allowed by a Final Order of the Bankruptcy Court;
 - (ii) the collateral securing such Holder's Allowed Other Secured Claim;
 - (iii) Reinstatement of such Allowed Other Secured Claim; or
 - (iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired.
- c. *Voting:* Class 1 is Unimpaired, and Holders of Class 1 Other Secured Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. *Class 2 — Other Priority Claims*

- a. *Classification:* Class 2 consists of all Other Priority Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Other Priority Claim, each Holder of such Allowed Other Priority Claim shall receive the following at the option of the Debtor or Reorganized Debtor (as applicable):
 - (i) payment in full in Cash on or as soon as is reasonably practicable after the later of (A) the Effective Date and (B) the date on which such Other Priority Claim is Allowed by a Final Order of the Bankruptcy Court; or
 - (ii) such other treatment rendering such Allowed Other Priority Claim Unimpaired.

- c. *Voting:* Class 2 is Unimpaired, and Holders of Class 2 Other Priority Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Other Priority Claims are not entitled to vote to accept or reject the Plan.

3. *Class 3 — General Unsecured Claims*

- a. *Classification:* Class 3 consists of all General Unsecured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Class 3 General Unsecured Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Class 3 General Unsecured Claim, each Holder of an Allowed Class 3 General Unsecured Claim shall receive its *pro rata* share (calculated based on the proportion that such Holder's Allowed Class 3 General Unsecured Claim bears to the aggregate amount of Allowed Class 3 General Unsecured Claims) of the GUC Cash Distribution Pool; provided, further, if Class 3 votes to accept the Plan, each Holder of an Allowed Class 3 General Unsecured Claim shall also receive a release from the Debtor and its Estate of any Avoidance Actions against such Holder of the Allowed Class 3 Claim, which release shall be effective as of the Effective Date.
- c. *Voting:* Class 3 is Impaired, and Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

4. *Class 4 — RKJ Unsecured Claims*

- a. *Classification:* Class 4 consists of all RKJ Unsecured Claims.
- b. *Treatment:* On the Effective Date, the RKJ Unsecured Claims shall be deemed contributed as capital in the Reorganized Debtor. For the avoidance of doubt, the Holder of the RKJ Unsecured Claims shall be not receive any distribution on account of its RKJ Unsecured Claims from the GUC Cash Distribution Pool.
- c. *Voting:* Class 4 is Impaired, and the Holder of RKJ Unsecured Claims is entitled to vote to accept or reject the Plan.

5. *Class 5 — Interests in the Debtor*

- a. *Classification:* Class 5 consists of all Interests in the Debtor, all of which are held solely by RKJ.
- b. *Treatment:* In consideration of, among other things, the Plan Settlement, the legal, equitable and contractual rights to which such Holder is entitled on account of such Interest shall be unaltered.

- c. *Voting:* Class 5 is Unimpaired, and the Holder of Class 5 Interests is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holder of Class 5 Interests is not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtor's or the Reorganized Debtor's rights with respect to any Unimpaired Claims, including all legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims eligible to vote, and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Holders of Claims in such Class shall be deemed to have accepted the Plan.

E. *Controversy Concerning Impairment*

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

F. *Subordinated Claims*

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

G. *Elimination of Vacant Classes*

Any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

Article IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. *Plan Settlement*

As discussed further in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan (including, without limitation, (1) the DIP Lender's agreement to roll the DIP Facility Claims into a portion of the Exit Facility, (2) RKJ's agreement to (A) forego distributions from the GUC Cash Distribution Pool on account of the RKJ Unsecured Claims, and (B) fund the GUC Cash Distribution Pool (via proceeds from the Exit Facility) for the benefit of, and *pro rata* distribution to, Holders of Allowed Class 3 General Unsecured Claims as provided herein, and (3) the Exit Facility to, among other things, fund distributions under the Plan and provide the Reorganized Debtor with additional liquidity that may be drawn on from time to time, as necessary, by the Reorganized Debtor to, among other things, fund business operations in the future and provide the Reorganized Debtor with a flexible and sustainable capital structure), upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all the Debtor's and its Estate's claims and controversies against the Released Parties being resolved pursuant to the Plan (collectively, the "Plan Settlement"). All distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. *Restructuring Transactions*

On the Effective Date, the Debtor, the Reorganized Debtor, or any other Entity may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (c) the filing of appropriate certificate of incorporation with the appropriate governmental authorities pursuant to applicable law; and (d) all other actions that the Debtor or the Reorganized Debtor (as applicable) determine are necessary or appropriate.

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

C. *Sources of Consideration for Plan Distributions*

The Reorganized Debtor shall fund distributions under the Plan with: (1) cash on hand and (2) proceeds from the Exit Facility.

1. Exit Facility

On the Effective Date, the Reorganized Debtor shall enter into the Exit Facility, the terms and conditions of which will be set forth in the Exit Facility Documents.

To the extent applicable, Confirmation of the Plan shall be deemed (a) approval of the Exit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtor or the Reorganized Debtor (as applicable) in connection therewith), to the extent not approved by the Bankruptcy Court previously, and (b) authorization for the Debtor or the Reorganized Debtor (as applicable) to, without further notice to or order of the Bankruptcy Court, (i) execute and deliver those documents necessary or appropriate to obtain the Exit Facility, including the Exit Facility Documents and (ii) act or take action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as (A) the Debtor, with the consent of the Exit Facility Lender or (B) Reorganized Debtor (the foregoing (A) or (B) as applicable), may deem to be necessary to consummate the Exit Facility.

The financial accommodations to be extended pursuant to the Exit Facility Documents are being extended and shall be deemed to have been extended in good faith and for legitimate business purposes and are reasonable and shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

2. GUC Cash Distribution Pool

On the Effective Date, the Debtor or the Reorganized Debtor (as applicable) shall have fully funded the GUC Cash Distribution Pool. The GUC Cash Distribution Pool shall be held by the Reorganized Debtor for the benefit of Holders of Allowed Class 3 General Unsecured Claims and, subject to Article VI.D.4 and Article VI.K of the Plan, shall be used solely to fund *pro rata* distributions to such Holders on account of their Allowed Class 3 General Unsecured Claims in accordance with the terms of this Plan.

3. Contribution of RKJ Unsecured Claims

On the Effective Date, RKJ Unsecured Claims shall be deemed contributed as capital to the Reorganized Debtor without further action by the Debtor or any party.

D. *Corporate Existence*

Except as otherwise provided in the Plan, the Debtor shall continue to exist as of the Effective Date as a separate corporate Entity with all the powers of a corporation pursuant to the applicable law in the jurisdiction in which the Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be pursuant to the Plan and require no further action or approval.

E. *Vesting of Assets in the Reorganized Debtor*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property of the Estate (including, without limitation, all Causes of Action, and any property acquired by the Debtor pursuant to the Plan) shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

F. *Cancellation of Existing Agreements*

On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing Claims, including credit agreements, shall be cancelled and the obligations of the Debtor shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments, agreements, and other documentation will have no rights arising from or relating to such instruments, agreements, and other documentation, or the cancellation thereof, except the rights provided for pursuant to this Plan.

G. *Exemption from Registration Requirements*

The offering, issuance and distribution of any securities pursuant to the Plan and any and all settlement agreements incorporated therein are exempt from applicable federal and state securities laws (including blue sky laws), registration and other requirements, including but not limited to, the registration and prospectus delivery requirements of Section 5 of the Securities Act, pursuant to section 1145 of the Bankruptcy Code or, if section 1145 of the Bankruptcy Code is not available, pursuant to Section 4(a)(2) of the Securities Act or another available exemption from registration under the Securities Act, as applicable.

H. *Organizational Documents*

Pursuant to section 1123(a)(6) of the Bankruptcy Code, the Reorganized Debtor's organizational documents will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized Debtor may amend and restate its organizational documents, and the Reorganized Debtor may file its certificates or articles of incorporation, bylaws, or such other applicable formation documents, and other constituent documents as permitted by the laws of the state of incorporation and the organizational documents of the Reorganized Debtor.

I. *Exemption from Certain Transfer Taxes and Recording Fees*

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making or delivery of an instrument under the Plan shall not be subject to any law imposing a stamp tax or similar tax.

J. *Directors and Officers of the Reorganized Debtor*

1. The New Board

The New Board will initially consist of four (4) members. The identity of the New Board members will be disclosed in the Plan Supplement or, to the extent not known, at or prior to the Confirmation Hearing.

2. Officers of the Reorganized Debtor

The initial officers of the Reorganized Debtor shall be selected as set forth in the Plan Supplement. After the Effective Date, the Reorganized Debtor may remove or appoint officers in accordance with the Reorganized Debtor's organizational documents and applicable non-bankruptcy law.

K. *Directors and Officers Insurance Policies*

Notwithstanding anything in the Plan to the contrary, each of the D&O Liability Insurance Policies in existence as of the Effective Date (including any "tail policy" in favor of the D&O Indemnified Persons) shall be reinstated and, to the extent applicable, the Reorganized Debtor shall be deemed to have assumed all of the Debtor's D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtor's foregoing assumption of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtor under the Plan as to which no Proof of Claim need be Filed.

In addition, after the Effective Date, the Reorganized Debtor shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail policy") in effect on the Petition Date, with respect to conduct occurring prior thereto, and all directors and officers of the Debtor who served in such capacity on or at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date.

L. *Other Insurance Policies*

On the Effective Date, each of the Debtor's insurance policies in existence as of the Effective Date shall be reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V of this Plan. Nothing in the Plan shall affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtor under the insurance policies in any manner, and such insurance carriers, the insureds, and Reorganized Debtor shall retain all rights and defenses under such insurance policies. The insurance policies shall apply to and be enforceable by and against the insureds and the Reorganized Debtor in the same manner

and according to the same terms and practices applicable to the Debtor as existed prior to the Effective Date.

M. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code but subject to the releases set forth in Article IX of this Plan, all Causes of Action that the Debtor and its Estate may hold against any Entity or Person shall vest in the Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtor shall have the exclusive right, authority, and discretion to determine, initiate, file, File, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **Subject to the releases set forth in Article IX of this Plan, no Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtor or Reorganized Debtor (as applicable) will not pursue any and all available Causes of Action. The Debtor or Reorganized Debtor (as applicable) expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date.**

N. *Corporate Action*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtor, the Reorganized Debtor, or any other Entity, including: (1) assumption of Executory Contracts and Unexpired Leases; (2) selection of the directors and officers for the Reorganized Debtor; (3) the execution of and entry into the Exit Facility Documents; and (4) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Debtor and any company action required by the Debtor in connection therewith shall be deemed to have occurred on and shall be in effect as of the Effective Date without any requirement of further action by the security holders, directors, authorized persons, or officers of the Debtor.

On or prior to the Effective Date, the appropriate officers, directors, or authorized persons of the Debtor (including any president, vice-president, chief executive officer, treasurer, general counsel, or chief financial officer thereof) shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Debtor or the Reorganized Debtor (as applicable), including (1) the Exit Facility Documents and (2) any and all other agreements, documents, securities, and instruments relating to the

foregoing. The authorizations and approvals contemplated by the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

O. *Effectuating Documents; Further Transactions*

Prior to, on, and after the Effective Date, the Debtor and Reorganized Debtor, as the case may be, and the directors, officers, and authorized persons are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of the Plan and the Exit Facility Documents, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to the Plan.

Article V.

**TREATMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES**

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

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be **deemed rejected**, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtor; (2) are identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; or (3) are the subject of a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute a Bankruptcy Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code, approving the assumptions or rejections of the Executory Contracts and Unexpired Leases as provided herein. No default or event of default under an assumed Executory Contract or Unexpired Lease shall be deemed to have caused or cause the loss of any options or right of the Reorganized Debtor under the assumed Executory Contract or Unexpired Lease the exercise by the Reorganized Debtor of which may be contingent upon no prior defaults by the Debtor, such as, rights to renew or extend the term of an Unexpired Lease, rights to expand or reduce the premises covered by an Unexpired Lease, rights of termination, rights for tenant improvement allowance for the premises, rights of first offer or rights of refusal or any similar right.

Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revest in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

Notwithstanding anything to the contrary in the Plan, the Debtor or the Reorganized Debtor (as applicable) reserve the right to: (1) remove any Executory Contract or Unexpired Lease from

the Schedule of Assumed Executory Contracts and Unexpired Leases at any time through the Effective Date of the Plan, and (2) remove any Executory Contract or Unexpired Lease from the Schedule of Assumed Executory Contracts and Unexpired Leases at any time, including after the Effective Date of the Plan, if the Debtor or the Reorganized Debtor (as applicable) loses an objection to the Cure amount, in each such case, such Executory Contract or Unexpired Lease shall be deemed rejected without any notice to, action, approval or order of the Bankruptcy Court as of the later of (a) Effective Date or (b) the date the Debtor or the Reorganized Debtor (as applicable) relinquishes control of the premises subject to the applicable Unexpired Lease.

To the maximum extent permitted by law, to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, purports to restrict or prevent, or is breached or deemed breached by the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

Notwithstanding anything to the contrary in the Plan, the Debtor and the Reorganized Debtor reserve the right to assert that any license, franchise and partially performed contract is a property right and not an Executory Contract.

B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure amount in Cash on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to Cure such a default, (2) the ability of the Reorganized Debtor or 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 (3) any other matter pertaining to assumption, the Cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

By no later than seven (7) days before the Voting Deadline, the Debtor will provide notices to contract counterparties of all Executory Contracts and Unexpired Leases that the Debtor may seek to assume in connection with Confirmation of the Plan, including the proposed Cure amount for each such Executory Contract and Unexpired Lease, as well as the procedures for objecting to assumption of such Executory Contracts and Unexpired Leases and/or the proposed Cure amount associated therewith and resolution of any such objections by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease must be Filed, served, and actually received by the Debtor by the Plan Objection Deadline. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption and/or Cure amount will be deemed to have assented to such assumption and the Cure amount associated therewith shall be the amount, if any, proposed by the Debtor without any further notice to or action, order, or approval of the Bankruptcy Court.

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

Notwithstanding anything herein to the contrary, upon assumption of an Unexpired Lease, the Debtor or Reorganized Debtor, as applicable, shall remain responsible for and be obligated to pay any accrued or accruing, but not yet due and unbilled, obligations arising under such Unexpired Lease including, but not limited to, amounts for common area maintenance charges, taxes, year-end adjustments or reconciliations, utilities, insurance, and other indemnity obligations arising under the terms of such assumed Unexpired Lease, regardless of whether such amounts relate to a period on or before or after the Petition Date, provided that all rights of the Reorganized Debtor to assert claims, defenses, affirmative defenses, or rights of setoff or recoupment with respect to any such asserted obligations shall be fully preserved.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases; Rejection Damages Bar Date.

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order results in a Claim, **then, unless otherwise ordered by the Court, such Claim shall be forever barred and shall not be enforceable against the Debtor, its Estate, the Reorganized Debtor or any of their respective assets and properties** unless a Proof of Claim is Filed with the Notice and Claims Agent and served upon counsel to the Debtor or the Reorganized Debtor (as applicable) and counsel to the DIP Lender within thirty (30) days of the Effective Date. The foregoing applies only to Claims arising from the rejection of an Executory Contract or Unexpired Lease under the Plan (including, in the case of Unexpired Leases, prepetition amounts owing under the Unexpired Leases); any other Claims held by a party to a rejected contract or lease shall have been evidenced by a Proof of Claim Filed by the applicable Bar Date or shall be barred and unenforceable.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan that are not timely Filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtor, its Estate, the Reorganized Debtor, or assets and properties of the foregoing parties, without the need for any objection by the Debtor or the Reorganized Debtor (as applicable) or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.

Claims arising from the rejection of the Debtor's Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall, if Allowed, be treated in accordance with Article III.B.3.

D. *Preexisting Obligations to the Debtor under Executory Contracts and Unexpired Leases*

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtor or the Reorganized Debtor (as applicable) under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtor expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtor contracting from non-Debtor counterparties to rejected Executory Contracts or Unexpired Leases.

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

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

F. *Indemnification Obligations*

All indemnification provisions, consistent with applicable law, currently in place (whether in the by-laws, certificate of incorporation, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtor shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtor than the indemnification provisions in place prior to the Effective Date.

G. *Employee Benefits*

Unless otherwise provided herein, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtor shall be assumed by the Reorganized Debtor and shall remain in place as of the Effective Date, and the Reorganized Debtor will continue to honor such agreements, arrangements, programs, and plans.

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

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease.

I. *Reservation of Rights*

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtor or any other party that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtor or the Reorganized Debtor (as applicable) shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease effective as of the Confirmation Date.

J. *Nonoccurrence of Effective Date*

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

**Article VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in the Plan, on the Effective Date or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter—in each case subject to Article VI.F of the Plan with respect to Class 3 General Unsecured Claims—each Holder of an Allowed Claim or Allowed Interest (as applicable) shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day (but shall be deemed to have been completed as of the required date). If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. *Disbursing Agent*

Except as otherwise provided herein, all distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. Additionally, if the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtor.

C. *Rights and Powers of Disbursing Agent*

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities (solely if the Reorganized Debtor is the Disbursing Agent and not another Entity); (d) establish any reserves for Disputed Claims; and (e) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the Reorganized Debtor is authorized to pay any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date. For the avoidance of doubt, the costs and expenses of the Disbursing Agent shall not be charged against or paid from the GUC Cash Distribution Pool.

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

1. Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Interests (as applicable) as of the Distribution Record Date at the address for each such Holder as indicated on the Debtor's records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtor; provided further, however, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Minimum Distributions

No Cash payment of less than fifty dollars (\$50.00) shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable (or because the Holder failed to submit tax information required for tax withholdings or tax reporting purposes within forty-five (45) days after the Disbursing Agent solicits the Holder

for required tax information), no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder (or when the Holder submits the required tax information); provided, further, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code the later of (a) one year from the Effective Date or (b) six months from the date of the initial attempted distribution or request for tax information. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtor automatically free and clear of all claims and interests, and without need for further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

E. *Manner of Payment*

1. All distributions of Cash to the Holders of Allowed Claims under the Plan shall be made by the Disbursing Agent on behalf of the Debtor or the Reorganized Debtor (as applicable).

2. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. *Distributions to Holders of Allowed Class 3 General Unsecured Claims*

Upon the completion of the Claims reconciliation process in accordance with the procedures set forth in Article VII of the Plan, the Disbursing Agent shall distribute the GUC Cash Distribution Pool to Holders of Allowed Class 3 General Unsecured Claims. If all Allowed General Unsecured Claims are paid in full, any amounts remaining in the GUC Cash Distribution Pool shall revert to the Reorganized Debtor.

G. *Compliance with Tax Requirements*

In connection with the Plan, to the extent applicable, the Reorganized Debtor shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtor and the Disbursing Agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtor reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

H. *Allocations*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the

consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

I. *No Postpetition or Default Interest on Claims*

Unless otherwise specifically provided for in the Plan, postpetition and/or default interest shall not accrue or be paid on any Claims against the Debtor, and no Holder of a Claim against the Debtor shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim.

J. *Foreign Currency Exchange Rate*

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

K. *Setoffs and Recoupment*

Unless otherwise provided for in the Plan or the Confirmation Order, the Debtor and Reorganized Debtor, as applicable, may without further court order, but shall not be required to, setoff against or recoup any payments or distributions to be made pursuant to the Plan in respect of any claims of any nature whatsoever that the Debtor or the Reorganized Debtor may have against the claimant, but neither failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Reorganized Debtor of any such claim it may have against the Holder of the Claim.

L. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

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

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more

of the Debtor's insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

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

Article VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. *Allowance of Claims*

After the Effective Date, the Reorganized Debtor shall have and retain any and all rights and defenses the Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

B. *Claims Administration Responsibilities*

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtor shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

C. *Estimation of Claims*

Before or after the Effective Date, the Debtor or the Reorganized Debtor (as applicable) may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars (\$0.00) unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions),

and the Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

D. *Adjustment to Claims Without Objection*

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtor without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. *Time to File Objections to Claims*

Except as otherwise provided herein, any objections to Claims shall be Filed on or before the Claims Objection Bar Date (as such date may be extended upon presentment of an Order to the Bankruptcy Court by the Reorganized Debtor).

F. *Disallowance of Claims*

All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Reorganized Debtor, any Holder of any and all Proofs of Claim Filed after the Bar Date shall not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

G. *Amendments to Claims*

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

H. *No Distributions Pending Allowance*

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

I. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan, including, for the avoidance of doubt, Article VI.F of the Plan with respect to Class 3 General Unsecured Claims. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, and subject to Article VI.F

of the Plan with respect to Class 3 General Unsecured Claims, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law.

J. *No Interest*

No interest shall accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim if such Disputed Claim becomes an Allowed Claim.

Article VIII.
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived in accordance with the terms of the Plan:

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

2. The Confirmation Order shall have been entered and shall be in full force and effect and such Confirmation Order shall be a Final Order.

3. The Debtor shall have obtained any authorization, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and each of the other transactions contemplated thereunder.

4. All actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws.

5. All conditions precedent to the effectiveness of the Exit Facility Documents shall have been satisfied contemporaneously or duly waived.

6. All documents and agreements necessary to implement the Plan shall have been executed and tendered for delivery. All conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms thereof (or will be satisfied and waived substantially concurrently with the occurrence of the Effective Date).

7. The Professional Fee Escrow Account shall have been fully funded pursuant to the terms of this Plan and the Final DIP Order.

8. All invoiced reasonable and documented fees and out-of-pocket expenses payable pursuant to the DIP Lender shall have been paid in full.

9. The Debtor and Reorganized Debtor (as applicable) shall have fully funded the GUC Cash Distribution Pool.

10. The Debtor and Reorganized Debtor (as applicable) shall have implemented the restructuring in a manner consistent in all respects with the Plan.

B. Effect of Non-Occurrence of Conditions to the Effective Date

If the Effective Date does not occur, then (1) the Plan shall be null and void in all respects, (2) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected under the Plan, and document or agreement executed pursuant to the Plan shall be deemed null and void, and (3) nothing contained in the Plan, the Confirmation Order, or the Disclosure Statement shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action, (b) prejudice in any manner the rights of the Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtor or any other Entity.

C. Waiver of Conditions

The Debtor or the Reorganized Debtor (as applicable) may waive any of the conditions to the Effective Date set forth above at any time, without any notice to parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court and without any formal action other than proceeding to confirm the Plan.

**Article IX.
RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. Discharge of Claims

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code and except as otherwise specifically provided in the Plan, the distributions, rights, and treatments that are provided in the Plan shall be in full and final satisfaction, release, and discharge, effective as of the Effective Date, of all Claims of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against the Debtor, the Reorganized Debtor or any of their respective assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim is Allowed; or (3) the Holder of such Claim has accepted the Plan. Except as otherwise provided herein, any default by the Debtor with respect to any Claim that existed immediately prior to or on account of the Filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims subject to the Effective Date occurring, except as otherwise expressly provided in the Plan. For the avoidance of doubt, nothing in this Article IX.A shall affect the rights of Holders of Allowed Claims and Interests to seek to enforce the Plan, including the distributions to which Holders of Allowed Claims and Interests are entitled under the Plan.

B. *Releases by the Debtor*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtor, the Reorganized Debtor, and the Estate from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtor, that the Debtor, the Reorganized Debtor, or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, any Avoidance Actions, intercompany transactions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the DIP Facility, the DIP Facility Documents, the Exit Facility, the Exit Facility Documents, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility, the DIP Facility Documents, the Exit Facility, the Exit Facility Documents, the Plan, the Plan Supplement, the Chapter 11 Case, the Filing of the Chapter 11 Case, the pursuit of Confirmation, the pursuit of the DIP Facility, the pursuit of the Exit Facility, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any post-Effective Date obligations of any party or Entity under the Plan, any restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (b) any individual from any Claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Released Party.

The Plan shall be deemed a motion to approve the Plan Settlement pursuant to Bankruptcy Rule 9019 with respect to the Debtor's Releases provided in Article IX.B of the Plan, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (b) a good faith settlement and compromise of the claims released by the Debtor Release; (c) in the best interests of the Debtor and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to the Debtor, the Reorganized Debtor, or the Estate asserting any claim or Cause of Action released pursuant to the Debtor Release.

C. *Releases by Holders of Claims and Interests*

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims, Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtor (or its Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, any Avoidance Actions, intercompany transactions, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the DIP Facility, the DIP Facility Documents, the Exit Facility, the Exit Facility Documents, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility, the DIP Facility Documents, the Exit Facility, the Exit Facility Documents, the Plan, the Plan Supplement, the Chapter 11 Case, the Filing of the Chapter 11 Case, the pursuit of Confirmation, the pursuit of the DIP Facility, the pursuit of the Exit Facility, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any post-Effective Date obligations of any party or entity under the Plan, any restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (b) any individual from any claim, Claim, or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Released Party, or (c) any Released Party from any claim a Holder may have against a Released Party on account of any guarantees to which a Released Party may be party.

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

D. *Exculpation*

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from any Cause of Action for any claim or Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination,

negotiation, or Filing of the Debtor's in- or out-of-court restructuring efforts, the DIP Facility, DIP Facility Documents, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan, the Plan Supplement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility, DIP Facility Documents, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Case, the Filing of the Chapter 11 Case, the pursuit of Confirmation, the pursuit of the DIP Facility, the pursuit of the Exit Facility, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

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

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of this Plan; (c) have been released pursuant to Article IX.C of this Plan, (d) are subject to exculpation pursuant to Article IX.D of this Plan (but only to the extent of the exculpation provided in Article IX.D of this Plan), or (e) are otherwise discharged, satisfied, stayed, released, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any Claims, claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor, the Reorganized Debtor, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated Claims, claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Reorganized Debtor, or the Released Parties: (i) 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, Claims or Interests; (ii) 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, Claims or

Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims, Claims or Interests; (iv) asserting any right of setoff or subrogation 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, Claims or Interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) 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, Claims or Interests released or settled pursuant to the Plan.

F. *Release of Liens*

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

To the extent that any Holder of a Secured Claim has had such Claim satisfied or discharged in full pursuant to the Plan or any agent for such Holder has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtor or the Reorganized Debtor that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtor shall be entitled to make any such filings or recordings on such Holder's behalf.

**Article X.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Case and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. Decide and resolve all matters related to the granting and denying, in whole or in part of, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters related to: (a) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which the Debtor is party or with respect to which the Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure arising therefrom, including Cure amount pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

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

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

7. Resolve any cases, controversies, suits, or disputes that may arise in connection with General Unsecured Claims, including claim objections, allowance, disallowance, estimation and distribution;

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

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

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

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

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

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

14. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, or the Confirmation Order;

15. Adjudicate any and all disputes arising from or relating to distributions under the Plan;
16. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
17. Determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
18. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order;
19. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
20. Hear and determine all disputes involving the existence, nature, or scope of the Debtor's discharge;
21. Enter an order or final decree concluding or closing the Chapter 11 Case;
22. Enforce all orders previously entered by the Bankruptcy Court; and
23. Hear any other matter not inconsistent with the Bankruptcy Code.

Article XI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. *Modification of Plan*

Subject to the limitations contained in the Plan, the Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules (1) to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code, and (2) after the entry of the Confirmation Order, the Debtor or the Reorganized Debtor, as the case may be, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

B. *Effect of Confirmation on Modifications*

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

C. *Revocation of Plan*

Subject to the conditions to the Effective Date, the Debtor reserves the right to revoke or withdraw the Plan prior to the entry of the Confirmation Order and to File subsequent plans of reorganization. If the Debtor revokes or withdraws the Plan, or if entry of the Confirmation Order

or the Effective Date does not occur, then (1) the Plan shall be null and void in all respects, (2) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void, and (3) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtor or any other Entity, (b) prejudice in any manner the rights of the Debtor or any other Entity, or (c) constitute an admission of any sort by the Debtor or any other Entity.

Article XII. MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, the Reorganized Debtor, and any and all Holders of Claims and Interests (irrespective of whether such Holders of Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases.

B. *Additional Documents*

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

C. *Reservation of Rights*

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

D. *Successors and Assigns*

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

E. *Notices*

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

Debtor / Reorganized Debtor	Counsel to the Debtor / Reorganized Debtor
MUJI U.S.A. Limited 250 West 39th Street, Suite 202 New York, NY 10018 Attn.: Syunsuke Shibata (syunsbt@MUJI.co.jp)	Greenberg Traurig, LLP 1000 Louisiana Street, Suite 1700 Houston, Texas 77002 Telephone: (713) 374-3500 Facsimile: (713) 374-3505 Attn: Shari L. Heyen (HeyenS@gtlaw.com) David R. Eastlake (EastlakeD@gtlaw.com)
United States Trustee	Counsel to the DIP Lender
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn.: David Buchbinder	Chipman Brown Cicero & Cole, LLP Hercules Plaza 1313 North Market Street, Suite 5400 Wilmington, Delaware 19801 Telephone: (302) 295-0191 Facsimile: (302) 295-0199 Attn: William E. Chipman Jr. (chipman@chipmanbrown.com) Mark D. Olivere (olivere@chipmanbrown.com)

After the Effective Date, the Reorganized Debtor has authority to send a notice to Entities that, to continue to receive documents pursuant to Bankruptcy Rule 2002, they must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtor is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

F. *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 Case 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.

G. *Entire Agreement*

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

H. *Plan Supplement Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Copies of such exhibits and documents shall be made available upon written request to the Debtor's counsel at the address above or by downloading such exhibits and documents free of charge from <https://www.donlinrecano.com/muji/>. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control. The documents considered in the Plan Supplement are an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

I. *Nonseverability of Plan Provisions upon Confirmation*

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is the following: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtor or Reorganized Debtor (as applicable); and (c) nonseverable and mutually dependent.

J. *Closing of Chapter 11 Case*

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

Respectfully submitted, as of the date first set forth above,

MUJI U.S.A. LIMITED

By: /s/ John Bittner

Name: John Bittner

Title: Chief Restructuring Officer

[Signature Page to Plan]

Exhibit B

Effective Date Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MUJI U.S.A. LIMITED,¹

Debtor.

Chapter 11

Case No. 20-11805 (MFW)

**NOTICE OF: (I) ENTRY OF ORDER CONFIRMING AMENDED
CHAPTER 11 PLAN OF REORGANIZATION OF MUJI U.S.A. LIMITED
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE;
(II) OCCURRENCE OF EFFECTIVE DATE; AND (III) BAR DATE
NOTICE FOR REJECTION DAMAGES, ADMINISTRATIVE CLAIMS,
AND PROFESSIONAL FEE CLAIMS**

PLEASE TAKE NOTICE THAT on December [●], 2020, the Honorable Mary F. Walrath of the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. [●]] (the “Confirmation Order”) confirming the *Amended Chapter 11 Plan of Reorganization of MUJI U.S.A. Limited Pursuant to Chapter 11 of the Bankruptcy Code (as Modified)* [Docket No. [●]-1] (as amended, supplemented, or otherwise modified from time to time, the “Plan”).²

A. Occurrence of Effective Date.

PLEASE TAKE FURTHER NOTICE THAT the Plan became effective on [●] (the “Effective Date”). Each of the conditions precedent to the Effective Date expressed in Article VIII of the Plan have been satisfied or waived in accordance with the Plan and the Confirmation Order.

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

B. Rejection Damages Claims Bar Date.

PLEASE TAKE FURTHER NOTICE THAT any and all Executory Contracts or Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court are **deemed rejected** as of the Effective Date.

¹ The last four digits of the Debtor’s federal tax identification number are 2229. The location of the Debtor’s principal place of business is 250 West 39th Street, Suite 202, New York, NY 10018.

² Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT if you hold any Claims arising from the rejection of an Executory Contract or Unexpired Lease, you must File and serve a proof of Claim (a “Proof of Claim”) so as to be actually received on or before [●], 2021 (the “Rejection Damages Claims Bar Date”), which date is thirty (30) days from the Effective Date. Proofs of Claim must be filed with the Debtor’s Notice and Claims Agent at (a) if sent by United States Postal Service: Donlin, Recano & Company, Inc., Re: MUJI U.S.A. Limited, P.O. Box 199043 Blythebourne Station, Brooklyn, New York 11219; or (b) if sent by hand delivery or overnight delivery: Donlin, Recano & Company, Inc., Re: MUJI U.S.A. Limited, 6201 15th Avenue, Brooklyn, New York 11219. Alternatively, Proofs of Claim may be submitted electronically using the interface available on the following website maintained by the Debtor’s Notice and Claims Agent (<https://www.donlinrecano.com/Clients/mu/FileClaim>).

PLEASE TAKE FURTHER NOTICE THAT any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan that are not timely Filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtor, its Estate, the Reorganized Debtor, or assets and properties of the foregoing parties, without the need for any objection by the Debtor or the Reorganized Debtor (as applicable) or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtor’s Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall, if Allowed, be treated in accordance with Article III.B.3 of the Plan.

C. Administrative Claims Bar Date.

PLEASE TAKE FURTHER NOTICE THAT except as otherwise provided in the Plan, Confirmation Order, or with respect to DIP Facility Claims and Administrative Claims that are Professional Fee Claims, Holders of Administrative Claims must File and serve requests for payment of Administrative Claims (“Administrative Claim Requests”) so as to be actually received on or before [●], 2021 (the “Administrative Claims Bar Date”) by the following parties: (i) counsel to the Reorganized Debtor, (a) Greenberg Traurig, LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq. (melorod@gtlaw.com), and (b) Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 1700, Houston, Texas 77002, Attn: Shari L. Heyen, Esq. (heyens@gtlaw.com); (ii) Mackinac Partners LLC, 200 Crescent Court, Suite 240, Dallas, TX 75201, Attn: John Bittner (jbittner@mackinacpartners.com); (iii) counsel to the DIP Lender, Chipman Brown Cicero & Cole, Hercules Plaza, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801, Attn: William E. Chipman, Jr. (Chipman@ChipmanBrown.com); and (iv) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: David L. Buchbinder, Esq. (David.L.Buchbinder@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT an Administrative Claim Request must include, at a minimum: (i) the name of the Holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) the basis of the Administrative Claim (including any documentation or evidence supporting such Administrative Claim).

PLEASE TAKE FURTHER NOTICE THAT Holders of Administrative Claims that are required to File and serve a request for allowance and payment of such Administrative Claims that do not File and serve such a request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtor, the Reorganized Debtor or their assets and properties, or the Estate, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any notices, objection, or other action from the Reorganized Debtor or any action or approval by the Bankruptcy Court.

D. Professional Fee Claims Bar Date.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Plan and Confirmation Order, all final requests for Professional Fee Claims incurred during the period from the Petition Date through and including the Confirmation Date must be filed with the Court (“Final Fee Applications”) by no later than [●], 2021 (the “Professional Fee Claims Bar Date”).

PLEASE TAKE FURTHER NOTICE THAT all Final Fee Applications will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior orders of the Bankruptcy Court, including the *Order Establishing Procedures for Monthly, Interim, and Final Compensation and Reimbursement of Expenses of Professionals Retained in this Chapter 11 Case and Reimbursement of Expenses of Committee Members Appointed in this Chapter 11 Case* [Docket No. 100], and once approved by the Bankruptcy Court, shall be promptly paid by the Reorganized Debtor, including with funds from the Professional Fee Escrow Account, up to the full Allowed amount.

PLEASE TAKE FURTHER NOTICE THAT all Final Fee Applications must (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules and any orders of the Court entered in this Chapter 11 Case; and (c) be filed with the Bankruptcy Court and served upon the following parties: (i) counsel to the Reorganized Debtor, (x) Greenberg Traurig, LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq. (melorod@gtlaw.com), and (y) Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 1700, Houston, Texas 77002, Attn: Shari L. Heyen, Esq. (heyens@gtlaw.com); (ii) Mackinac Partners LLC, 200 Crescent Court, Suite 240, Dallas, TX 75201, Attn: John Bittner (jbittner@mackinacpartners.com); (iii) counsel to the DIP Lender, Chipman Brown Cicero & Cole, Hercules Plaza, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801, Attn: William E. Chipman, Jr. (Chipman@ChipmanBrown.com); and (iv) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: David L. Buchbinder, Esq. (David.L.Buchbinder@usdoj.gov).

E. Other Information.

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

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Order, or related documents, you should contact the Debtor's Notice and Claims Agent by: (1) calling the Notice and Claims Agent at 1 (800) 813-0529 (toll free) or (212) 771-1128 (international); (2) visiting the Debtor's restructuring website at: <https://www.donlinrecano.com/Clients/mu/Index>; and/or (3) writing to the Notice and Claims Agent at: (a) if by mail, Donlin, Recano & Company, Inc., Re: MUJI U.S.A. Limited, PO Box 199043 Blythebourne Station, Brooklyn, New York 11219; and (b) if by hand delivery or overnight courier, Donlin, Recano & Company, Inc., Re: MUJI U.S.A. Limited, 6201 15th Ave., Brooklyn, New York 11219. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: <http://www.deb.uscourts.gov>.

Dated: [●]
Wilmington, Delaware

Respectfully submitted,

GREENBERG TRAURIG, LLP

By: /s/
Dennis A. Meloro (DE Bar No. 4435)
The Nemours Building
1007 North Orange Street, Suite 1200
Wilmington, Delaware 19801
Telephone: (302) 661-7000
Email: melorod@gtlaw.com

- and -

Shari L. Heyen (admitted *pro hac vice*)
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Counsel for the Reorganized Debtor