

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

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In re: : Chapter 11
: :
: Case No. 20-11120 (LSS)
COMCAR INDUSTRIES, INC., *et al.*,¹ :
: (Jointly Administered)
: :
Debtors. : **Related D.I.: 1101,1111, 1113, 1141, 1186, 1222,**
: **1251, 1252, 1253 & 1254**
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**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
ORDER (I) APPROVING AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION AS
CONTAINING ADEQUATE INFORMATION ON A FINAL BASIS
AND (II) CONFIRMING AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION**

Comcar Industries Inc. and its affiliated debtors (collectively, the “Debtors”) in the above captioned chapter 11 cases (the “Chapter 11 Cases”) having:

- a. commenced these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on May 17, 2020 (the “Petition Date”);
- b. filed the *Declaration of Andrew Hinkelman in Support of Filing Petitions and First Day Pleadings* [D.I. 22] on the Petition Date;
- c. filed the *Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [D.I. 1076] (the “Combined Disclosure Statement and Plan”) and the *Motion of the Debtors for Entry of an Order (I) Approving the Combined Disclosure Statement and Plan on an Interim Basis for Solicitation Purposes Only; (II) Establishing*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: 9th Place Newberry, LLC (0359); 16th Street Pompano Beach, LLC (0278); CCC Spotting, LLC (0342); CCC Transportation, LLC (1058); Charlotte Avenue Auburndale, LLC (2179); Coastal Transport, Inc. (2918); Coastal Transport Logistics, LLC (7544); Comcar Industries, Inc. (8221); Comcar Logistics, LLC (2338); Comcar Properties, Inc. (9545); Commercial Carrier Corporation (8582); Commercial Carrier Logistics, LLC (7544); Commercial Truck and Trailer Sales Inc. (0722); Cortez Blvd. Brooksville, LLC (2210); CT Transportation, LLC (0997); CTL Distribution, Inc. (7383); CTL Distribution Logistics, LLC (7506); CTL Transportation, LLC (0782); CTTS Leasing, LLC (7466); Detsco Terminals, Inc. (9958); Driver Services, Inc. (3846); East Broadway Tampa, LLC (2233); East Columbus Drive Tampa, LLC (3995); Fleet Maintenance Services, LLC (1410); MCT Transportation, LLC (0939); Midwest Coast Logistics, LLC (7411); Midwest Coast Transport, Inc. (0045); New Kings Road Jacksonville, LLC (4797); Old Winter Haven Road Auburndale, LLC (4738); W. Airport Blvd. Sanford, LLC (0462); Willis Shaw Logistics, LLC (7341); WSE Transportation, LLC (0866). The corporate headquarters and the mailing address for the Debtors listed above is 8800 Baymeadows Way West, Suite 200, Jacksonville, Florida 32256.

Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Combined Disclosure Statement and Plan; (III) Approving the Form of Ballot and Solicitation Packages; (IV) Establishing the Voting Record Date; (V) Scheduling a Combined Confirmation Hearing for Final Approval of the Adequacy of Disclosures in, and Confirmation of, the Combined Disclosure Statement and Plan; and (VI) Granting Related Relief [D.I. 1077] (the “Solicitation Motion”) on January 6, 2021;

- d. filed the *Notice of Filing (I) Blackline Comparison of Combined Disclosure Statement and Chapter 11 Plan of Liquidation and (II) Exhibit C to Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [D.I. 1102] and the *Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [D.I. 1101] (as may be further amended, modified, or supplemented from time to time, the “Amended Combined Disclosure Statement and Plan” or “Plan”) ² on January 19, 2021;
- e. filed and served the *Notice of (I) Approval of Combined Disclosure Statement and Plan on an Interim Basis for Solicitation Purposes Only; (II) Hearing to Consider (A) Final Approval of Combined Disclosure Statement and Plan and (B) Confirmation of Combined Disclosure Statement and Plan; (III) Deadline for Voting on Combined Disclosure Statement and Plan; and (IV) Deadline for Filing Objections to Confirmation of Combined Disclosure Statement and Plan* [D.I. 1113] (the “Combined Hearing Notice”), which contained the date and time set for the hearing to consider approval of the Disclosure Statement and confirmation of the Plan (the “Combined Hearing”) and the deadline for filing objections to the Amended Combined Disclosure Statement and Plan on January 25, 2021;³
- f. transmitted solicitation packages containing: (a) a cover letter from the Debtors describing the contents of the solicitation package; (b) the Combined Hearing Notice; (c) the Amended Combined Disclosure Statement and Plan, and all exhibits thereto (either on a CD-ROM or flash drive); (d) a copy of the Solicitation Order (without Exhibits 2 through 5); (e) an appropriate Ballot, including voting instructions, if applicable; (f) a copy of the Notice of Non-Voting Status, if applicable, (g) the Committee Support Letter; and (h) a pre-addressed stamped return envelope, if applicable (collectively, the “Solicitation Packages”) to Holders of Claims in Class 1 (Prepetition Term Loan Claims), Class 4 (General Unsecured Claims), Class 5 (CWI and Bostick Unsecured Claims), Class 6 (Intercompany Claims), Class 7 (Intercompany Equity Interests), and Class 8 (Parent Equity Interests) on or around January 28, 2021; and in accordance with this Court’s Order, served Solicitation Packages on Holders of Claims entitled to vote on February 25,

² Capitalized terms used but not defined herein shall have the meanings given to them in the Amended Combined Disclosure Statement and Plan.

³ See *Affidavit of Donlin, Recano and Company, Inc. Regarding Service of Solicitation Packages With Respect to the Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [D.I. 1141] (the “Combined Hearing Affidavit”).

2021, filed a supplemental declaration of service of Solicitation Packages on such Holders of Claims on February 26, 2021 [D.I.1222] (the “Supplemental Solicitation Affidavit”) and telephoned such Holders of Claims on February 26, 2021 to alert them to their receipt of Solicitation Packages as represented in the *Declaration of Stuart M. Brown* filed on March 1, 2021 [D.I. 1253](the “Brown Declaration”);

- g. filed the *Notice of Filing of Plan Supplement to the Amended Combined Disclosure Statement And Chapter 11 Plan Of Liquidation* [D.I. 1186] (as may be amended, modified or supplemented from time to time, the “Plan Supplement”) ⁴, which included: (a) the form of Liquidating Trust Agreement; (b) the form of Wind-Down Trust Agreement; (c) the Wind-Down Budget; and (d) the identification and compensation of the Wind-Down Trustee and Liquidating Trustee on February 19, 2021;
- h. filed (i) the *Debtors’ Memorandum of Law in Support of (I) Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation As Containing Adequate Information on a Final Basis and (II) Confirming Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [D.I. 1251] (the “Confirmation Brief”), (ii) the *Declaration of Andrew Hinkelman in Support of Confirmation of the Amended Combined Disclosure Statement and Plan of Liquidation* [D.I. 1254] (the “Hinkelman Declaration”); and (iii) the *Declaration of John Burlacu of Donlin, Recano & Company, Inc. Regarding the Solicitation and Tabulation of Votes Cast on the Amended Combined Disclosure Statement and Chapter 11 Plan Of Liquidation* [D.I. 1252] (the “Voting Affidavit”), which provides that, after the solicitation period, the Debtors received the requisite acceptances on the Plan from the Voting Parties on March 5, 2021; and
- i. continued to operate their business and manage their properties during these Chapter 11 Cases as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The Court having:

- a. entered, on January 21, 2021, the *Order (I) Approving the Combined Disclosure Statement and Plan on an Interim Basis for Solicitation Purposes Only; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Combined Disclosure Statement and Plan; (III) Approving the Form of Ballot and Solicitation Packages; (IV) Establishing the Voting Record Date; (V) Scheduling a Combined Confirmation Hearing for Final Approval of the Adequacy of Disclosures in, and Confirmation of, the Combined Disclosure Statement and Plan; and (VI) Granting Related Relief* [D.I. 1111] (the “Solicitation Order”), conditionally approving the Amended Combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtors to solicit votes to accept or to reject the Amended Combined Disclosure Statement and Plan, approving of forms of Ballots and notices and setting deadlines and dates relative to the

⁴ See *Affidavit of Service* [D.I. 1228].

- solicitation of votes to accept or to reject the Amended Combined Disclosure Statement and Plan;
- b. set March 10, 2021 at 10:00 a.m. (Eastern Standard Time) as the date and time for the Combined Hearing;
 - c. considered the solicitation procedures regarding votes to accept or reject the Plan, including the Ballots, as described in the Solicitation Motion, and conditionally approved by the Amended Combined Disclosure Statement and Plan, the Third Omnibus Order, and the 3018 Order (the “Solicitation Procedures”);
 - d. considered the procedures (the “Tabulation Procedures”) and standard assumptions used for tabulating the Ballots, which were conditionally approved by the Solicitation Order;
 - e. considered the Amended Combined Disclosure Statement and Plan, the Confirmation Brief, the Hinkelman Declaration, the Combined Hearing Notice, the Combined Hearing Affidavit, the Supplemental Solicitation Affidavit, the Brown Declaration, the Voting Affidavit, the Plan Supplement, and all filed pleadings, exhibits, statements, and comments regarding the Solicitation Procedures and Confirmation of the Plan, including all objections, statements, and reservations of rights, if any, made with respect thereto;
 - f. held a hearing on March 10, 2021, at 10:00 a.m. (Eastern Standard Time) (the “Combined Hearing”) pursuant to Bankruptcy Rules 3017 and 3018 and sections 1125, 1126, 1128, and 1129 of the Bankruptcy Code, as set forth in the Solicitation Order;
 - g. heard the statements and arguments made by counsel in respect of whether the Amended Combined Disclosure Statement and Plan contained adequate information within the meaning of section 1125(a) of the Bankruptcy Code, and regarding confirmation of the Plan;
 - h. overruled all objections to the approval of the Amended Combined Disclosure Statement and Plan, and to Confirmation of the Plan and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated herein; and
 - i. considered all oral representations, affidavits, testimony, documents, filings, and other evidence regarding approval of the Disclosure Statement and Confirmation of the Plan and the objections thereto.

NOW, THEREFORE, based upon the Court’s consideration of the entire record of the Chapter 11 Cases, including, among other things, (i) the Amended Combined Disclosure Statement and Plan, (ii) the Plan Supplement, (iii) the Solicitation Order, (iv) the 3018 Order, (v) the Third

Omnibus Order, (vi) the Solicitation Affidavit, (vii) the Supplemental Solicitation Affidavit, (viii) the Brown Declaration, (ix) the Voting Affidavit, (x) the Hinkelman Declaration, (xi) the Combined Hearing, (xii) the 363 Sales, (xiii) the settlement among CWI, Bostick, the Debtors and the Creditors' Committee, and (xiv) the Global Settlement among the Committee, FIE, and the Debtors, and the Court having found that the Amended Combined Disclosure Statement and Plan contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code and is confirmable in the form attached hereto as **Exhibit A**, and all objections thereto have either been settled, withdrawn or ruled upon at the Combined Hearing, and after due deliberation and sufficient cause appearing therefor;

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

A. Findings and Conclusions. The findings of facts and conclusions of law set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding. The Court has jurisdiction over these Chapter 11 Cases, the Debtors, and property of the Debtors' estates under 28 U.S.C. §§ 157 and 1334 (the "Judicial Code") and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. The Court has jurisdiction to determine whether the Amended Combined Disclosure Statement and Plan complies with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(L). Pursuant

to Rule 9013-1(f) of the Local Rules, the Debtors consented to the entry of a final judgment or order in accordance with the terms set forth herein if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue of these Chapter 11 Cases in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. Commencement and Joint Administration of These Chapter 11 Cases.

On the Petition Date, each Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing its Chapter 11 Case. In accordance with the *Order Directing Joint Administration of the Debtors' Chapter 11 Cases* [D.I. 60], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015 and the *Order Directing Joint Administration of the Debtors' Chapter 11 Cases*. Since the Petition Date, the Debtors have operated their business and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

D. The Official Committee of Unsecured Creditors. On May 28, 2020, the Office of the United States Trustee for Region 3 (the "U.S. Trustee") appointed the Creditors' Committee in these Chapter 11 Cases.

E. Approval Under Section 1125. The Amended Combined Disclosure Statement and Plan contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code.

F. Solicitation Order Compliance. The Debtors have complied with the Solicitation Order, the *Order Withdrawing Debtors' Third Omnibus Objection (Non-Substantive) Solely With Respect to the No Basis Claims* [D.I. 1210] ("Third Omnibus Order"), and *Order*

Modifying and Allowing Claims of Voting and Distribution Purposes [D.I. 1244] (the “3018 Order,” and together with the Solicitation Order and Third Omnibus Order, the “Modified Solicitation Orders”) in all respects.

G. Burden of Proof. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan.

H. Objections. Any resolution of objections to confirmation explained on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Amended Combined Disclosure Statement and Plan or confirmation of the Plan are overruled on the merits.

I. Voting. As evidenced by the Voting Affidavit, only Holders of Claims in Class 1 (Prepetition Term Loan Claim), Class 4 (General Unsecured Claims), and Class 5 (CWI and Bostick Unsecured Claims)⁵ were eligible to vote on the Plan (collectively, the “Voting Classes”). The Ballots the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan. Holders of Claims in Class 2 (Other Secured Claims) and Class 3 (Other Priority Claims) (collectively, the “Unimpaired Classes”) were Unimpaired under the Plan and, therefore, were conclusively presumed to have accepted the Plan. Holders of Claims and Interests in Class 6 (Intercompany

⁵ An element of the CWI Settlement Order [D.I. 1241], also approved by the United States Bankruptcy Court for the Middle District of Louisiana, having jurisdiction over certain of the CWI-owned special purpose property entities on February 26, 2021, is the withdrawal by the CWI and Bostick Claimants of all CWI and Bostick Unsecured Claims, which were classified in Class 5 of the Plan. Therefore, Class 5 is deemed an empty class for voting purposes.

Claims), Class 7 (Intercompany Equity Interests), and Class 8 (Parent Equity Interests) (collectively, the “Deemed Rejecting Classes” and, together with the Unimpaired Classes, the “Non-Voting Classes”) were conclusively presumed to have rejected the Plan, and therefore, were not entitled to vote to accept or reject the Plan.

J. Solicitation. The Solicitation Procedures were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, were conducted in good faith, complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all other applicable non-bankruptcy rules, laws, and regulations, and were conditionally approved by the Modified Solicitation Orders.

The Solicitation Packages were transmitted and served to all Holders of Claims in the Voting Classes, in compliance with sections 1125 and 1126 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Modified Solicitation Orders, all other applicable provisions of the Bankruptcy Code, and all other rules, laws, and regulations applicable to such solicitation. Under sections 1126(f) of the Bankruptcy Code, the Debtors were not required to solicit votes from the Holders of Claims or Interests in the Non-Voting Classes, each of which is conclusively presumed to have accepted or rejected the Plan.

The Solicitation Package, including the Ballots, (a) adequately addressed the particular needs of these Chapter 11 Cases; (b) were appropriate for Holders of Claims in the Voting Classes; and (c) were in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations.

As described in the Combined Hearing Affidavit, Supplemental Solicitation Affidavit, and the Voting Affidavit, the Solicitation Packages were distributed to Holders in the Voting Classes

that held a Claim against the Debtors as of January 1, 2021 (the “Voting Record Date”). The instructions in each Solicitation Package, including in the applicable Ballot, adequately informed the Holders of Claims in the Voting Classes of the deadline of February 28, 2021 at 4:00 p.m. (Eastern Standard Time) (the “Voting Deadline”), which was extended to March 5, 2021 at 4:00 p.m. (Eastern Standard Time) (the “Extended Voting Deadline”) for certain Holders of Claims⁶ in the Voting Classes, as further set forth in the Third Omnibus Order, 3018 Order, and Brown Declaration, to submit completed Ballots and how to properly complete and submit the Ballots, including through the Balloting Agent’s electronic portal or by email.

Under the circumstances, the period, including as extended as to certain Holders of Claims, during which the Debtors solicited acceptances or rejections of the Plan was a reasonable and sufficient period of time for Holders of Claims in the Voting Classes to make an informed decision to accept or reject the Plan, and solicitation complied with section 1126 of the Bankruptcy Code.

K. The Global Settlement. The Global Settlement, set forth in Article IX.A. of the Plan, is an essential element of the Plan, necessary for confirmation and Consummation of the Plan, and critical to the overall success and feasibility of the Plan. The Global Settlement (i) grants to FIE and its Representatives the (a) Debtor Releases and (b) Third-Party Releases provided for in Article XII of the Plan by the Releasing Parties, (ii) in exchange for (a) carving out and subordinating of FIE’s Liens and Claims to and funding of the Allowed Administrative Expense Claims, Allowed Professional Fee Administrative Claims, Allowed Claims of the Claims Agent, Claims of the U.S. Trustee, Allowed Priority Tax Claims and Allowed Other Priority

⁶ As further described in the Brown Declaration, forty-three (43) Holders of Claims received Solicitation Packages on February 22, 2021 or February 25, 2021, respectively. Four (4) of these Holders of Claims voted to accept the Plan. The remaining thirty-nine (39) Holders of Claims (the “No Basis Claimants”) did not vote to accept or reject the Plan.

Claims and Wind-Down Budget agreed upon between FIE and the Wind-Down Trustee; (b) releasing its Lien on Avoidance Action proceeds, which Avoidance Actions other than against Released Parties shall vest in the Liquidating Trust; (c) releasing its Liens on the net proceeds of any Causes of Action against Directors and Officers that are not Released Parties; (d) releasing any Lien on the net proceeds from the Adversary Proceeding; (e) funding of the GUC Cash Pool on the Effective Date; and (f) waiving any right to Distributions from the Liquidating Trust on account of any Prepetition Term Loan Deficiency Claim or any other Claim that FIE may hold against the Debtors' Estates as a Class 4 Claimant.

Without the Global Settlement, the parties would be required to invest significant additional time and resources to litigate the Contested Issues among the Debtors, Creditors' Committee and FIE. Litigation of the Contested Issues would also likely result in significant delay, while the outcome would be unpredictable, further reducing the Debtors' limited liquidity, and ultimately jeopardizing the Debtors' prospects of confirming a plan in these Chapter 11 Cases. The Global Settlement the Global Settlement significantly benefits all creditors by providing for the payment of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Professional Fee Administrative Claims, and the GUC Cash Pool, and reduces any potential additional litigation expense that would otherwise decrease recovery to creditors. Therefore, the Global Settlement is in the best interest of the Debtors, their Estates, and all Holders of Claims or Interests.

L. Good Faith. The Debtors have not engaged in any collusive or unfair conduct in connection with the Amended Combined Disclosure Statement and Plan, including as to the Global Settlement embodied in the Plan. The Amended Combined Disclosure Statement

and Plan, including as to the Global Settlement embodied in the Plan, was negotiated at arms' length and without collusion with any Person or Entity.

M. Notice. As evidenced by the Combined Hearing Affidavit, Supplemental Solicitation Affidavit, and Voting Affidavit, the transmittal and service of the Solicitation Packages were adequate and sufficient under the circumstances, and all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to confirmation of the Amended Combined Disclosure Statement and Plan) have been given due, proper, timely and adequate notice in accordance with the Solicitation Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules and applicable non-bankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is necessary or required.

N. Plan Supplement. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of the documents included therein are good, proper, and in accordance with the Solicitation Procedures, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice is required. All documents included in the Plan Supplement are an integral part of this Order and are incorporated herein by reference.

Subject to the terms of the Plan (including, for the avoidance of doubt, any consent rights set forth or incorporated therein), and only consistent therewith, the Debtors' right to alter, amend, update, or modify, in each case in whole or in part, the Plan Supplement before the Effective Date is reserved. To the extent that any modifications to the Plan Supplement are determined to be modifications to the Plan, in accordance with Bankruptcy Rule 3019, any such modifications shall not (a) constitute material modifications of the Plan under section 1127 of the Bankruptcy Code,

(b) require additional disclosure under section 1125 of the Bankruptcy Code, (c) cause the Plan to fail to meet the requirements of sections 1122 or 1123 of the Bankruptcy Code, (d) materially and adversely change the treatment of any Claims or Equity Interests, (e) require re-solicitation of any Holders of Claims or Equity Interests, or (f) require that any such Holders be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

O. Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As further described below, the Amended Combined Disclosure Statement and Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code. In addition, the Amended Combined Disclosure Statement and Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016.

- (i) ***Proper Classification of Claims and Interests (Sections 1122 and 1123(a)(1)).*** The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article VI of the Plan provides for the separate classification of Claims and Interests into eight Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Expense Claims, Priority Tax Claims, and Professional Fee Administrative Claims, which are addressed in Article V of the Plan and which are not required to be designated as separate Classes pursuant to 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 promulgated for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The Plan, therefore, satisfies the requirements of sections 1122 and 1123(a)(1) of the Bankruptcy Code.
- (ii) ***Specified Unimpaired Classes (Section 1123(a)(2)).*** Article VI of the Plan specifies that Claims in Classes 2 and 3 are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code. The Plan, therefore, satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. Additionally, Article V of the Plan specifies that Allowed

Administrative Expense Claims, Allowed Priority Tax Claims, and Allowed Professional Fee Administrative Claims will be paid in full in accordance with the terms of the Plan, although these Claims are not separately classified under the Plan.

- (iii) ***Specified Treatment of Impaired Classes (Section 1123(a)(3))***. Article VI of the Plan specifies that Classes 1, 4, 5, 6, 7, and 8 are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code and details the treatment of such Classes. The Plan, therefore, satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.
- (iv) ***No Discrimination (Section 1123(a)(4))***. Article VI of the Plan provides the same treatment for each Claim or Interest within a particular class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. The Plan, therefore, satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.
- (v) ***Adequate Means for Plan Implementation (Section 1123(a)(5))***. The provisions in Articles VIII and IX and elsewhere in the Plan, the Global Settlement embodied in the Plan, and the various documents and agreements set forth in the Plan Supplement provide adequate and proper means for the Plan's implementation, including, but not limited to: (a) entry into the Global Settlement, (b) the deemed substantive consolidation of the Debtors' Estate, (c) entry into the Liquidating Trust Agreement, (d) entry into the Wind-Down Trust Agreement, and (e) the authorization of the Debtors and/or Post-Effective Date Debtors to take all actions necessary to effectuate the Plan. The Plan, therefore, satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.
- (vi) ***Non-Voting Equity Securities (Section 1123(a)(6))***. The Plan does not provide for the issuance of equity or other securities by the Debtors or the Post-Effective Date Debtors. Accordingly, the requirements of section 1123(a)(6) are inapplicable in these Chapter 11 Cases.
- (vii) ***Directors and Officers (Section 1123(a)(7))***. The Plan discharges all of the Debtors' officers, directors, members, and managers from their duties effective as of the Effective Date without any further action. The Plan further provides for continuation of the Post-Effective Date Debtors and the appointment of the Wind-Down Trustee and Liquidating Trustee. The Plan, therefore, satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.
- (viii) ***Additional Plan Provisions (Section 1123(b))***. The Plan satisfies the requirements of section 1123(b) of the Bankruptcy Code. The other provisions of the Plan, including the Global Settlement embodied in the Plan, are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

- (ix) ***Impaired/Unimpaired Classes (Section 1123(b)(1))***. The Plan complies with section 1123(b)(1) of the Bankruptcy Code. Under Article VI of the Plan, Classes 2 and 3 are Unimpaired and Classes 1, 4, 5, 6, 7, and 8 are Impaired.
- (x) ***Assumption of Executory Contracts (Section 1123(b)(2))***. The Plan complies with section 1123(b)(2) of the Bankruptcy Code. Article XI of the Plan provides that, on the Effective Date, all Executory Contracts not previously assumed and/or assigned (including in connection with the 363 Sales and under the 363 Sale Orders), not subject to a pending motion to assume and/or assign as of the Effective Date, or not rejected before the Effective Date, will be deemed rejected as of the Effective Date, unless otherwise set forth in this Order. The Debtors' determinations regarding the assumption or rejection of Executory Contracts are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan and are in the best interests of the Debtors, their Estates, holders of Claims or Interests and other parties in interest in these Chapter 11 Cases.
- (xi) ***Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action (Section 1123(b)(3))***. The Plan complies with section 1123(b)(3) of the Bankruptcy Code. In accordance with Bankruptcy Rule 9019, and in consideration for the distributions, releases, and other benefits provided pursuant to the Global Settlement embodied in the Plan, the provisions of the Global Settlement shall constitute a good faith compromise. The entry of this Order shall constitute this Court's approval of the Global Settlement, as well as a finding by the Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable and reasonable.

Article XII.B. of the Plan provides for an injunction (the "Injunction"), Article XII.E. of the Plan provides for exculpation for the Exculpated Parties (the "Exculpation"), Article XII.F.1. of the Plan describes certain releases granted by the Debtors (the "Debtor Release"), and Article XII.F.2. of the Plan provides for the release of the Released Parties by the Holders of Claims and Interests that did not opt out of such releases (the "Third-Party Release"). This Court has jurisdiction under sections 1334(a)-(b) of the Judicial Code and authority under section 105 of the Bankruptcy Code to approve each of the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction. The Debtor Release, the Third-Party Release, Exculpation, and the Injunction are given and made after due notice and opportunity for a hearing. As has been established based upon the evidence presented at the Combined Hearing, the Debtor Release, the Exculpation, and the Injunction (a) are appropriately tailored under the facts and circumstances of these Chapter 11 Cases, (b) were integral to achieving the agreements and settlements among the various parties in interest,

including the Global Settlement, and are essential to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code, (c) confer substantial benefits on the Debtors' Estates, and (d) are in the best interests of the Debtors, the Estates, and parties in interest. Further, failure to implement the Debtor Release, Third-Party Release, Exculpation, and Injunction would impair the Debtors' ability to confirm, consummate and implement the Plan.

Debtor Release. The scope of the Debtor Release represents a valid exercise of the Debtors' business judgment and is fair, equitable, reasonable, and necessary to the Plan. Creditors in Class 1 and Class 4 have voted in favor of the Plan, including the Debtor Release. The Plan, including the Debtor Release, was negotiated at arms'-length and in good faith by sophisticated parties represented by able counsel and financial advisors. Therefore, the Debtor Release is the result of an arms'-length negotiation process. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process. Specifically, the Released Parties under the Plan—including (i) the Debtors' current Directors and Officers, (ii) the Creditors' Committee and members of the Creditors' Committee (solely in their capacity as members of the Creditors' Committee), (iii) FIE, in all its capacities in connection with the Debtors, (iv) the Prepetition Term Loan Agent and the DIP Agent, in all of its capacities in connection with the Debtors and the Chapter 11 Cases, (v) the Professionals, (vi) the CRO, and (vii) each of the foregoing parties' respective Related Persons. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases and the Global Settlement. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan and the Global Settlement, the Debtor Release is approved.

Release by Holders of Claims and Interests. ~~The Third-Party Release by~~ the Releasing Parties (excluding those Holders of Claims that opted out of the Third-Party Release), set forth in Article XII.F.2. of the Plan, is an essential provision of the Plan. ~~The Third-Party Release (excluding those~~ Holders of Claims that opted out of the Third-Party Release and the No Basis Claimants) is (i) consensual, (ii) in exchange for the good and valuable consideration provided by the Released Parties, (iii) a good-faith settlement and compromise of the claims and Causes of Action released by the Third-Party Release, (iv) materially beneficial to and in the best interests of the Debtors, their Estates, and their stakeholders, and is important to the overall objectives of the Plan and Global Settlement to finally resolve certain Claims among or against certain consenting parties in interest in the Chapter 11 Cases, (v) fair, equitable, and reasonable, (vi) given and made after due notice and opportunity for hearing, and (vii) consistent with sections 105, 524, 1123, 1129, and 1141 and other ~~applicable provisions of the Bankruptcy Code.~~ The Third-Party Release

(excluding those Holders of Claims that opted out of the Third-Party Release and the No Basis Claimants) is consensual with respect to the Releasing Parties because the releases therein are provided by parties who (a) voted in favor of the Plan, (b) had an opportunity affirmatively to opt out of the releases, but either (i) abstained from voting on the Plan or (ii) elected not to opt out of the Third Party Releases, or (c) are Holders of Claims or Interests that are Unimpaired under the Plan, such that their applicable Claims or Interests will be fully paid or otherwise satisfied in accordance with the Plan, and as to Holders described in clauses (a), (b), and (c), did not opt out of the Third-Party Releases. The Combined Hearing Notice sent to all Notice Parties (including those not entitled to vote on the Plan), and the Ballots sent to all Holders of Claims in the Voting Classes, in each case, unambiguously stated that the Plan contains the Third-Party Release. Accordingly, in light of all of the circumstances described herein, the Third-Party Release satisfies the applicable standards for granting such release.

Exculpation. The Exculpation appropriately affords protection to those parties who constructively participated in and contributed to the Debtors' chapter 11 process consistent with their duties under the Bankruptcy Code, and it is appropriately tailored to protect the Exculpated Parties from inappropriate litigation. The Exculpation granted under the Plan is fair, equitable, and reasonable in scope as it does not relieve any party of liability for an act or omission to the extent such act or omission is determined by final order to constitute actual fraud, willful misconduct, or gross negligence. The Exculpation, including its carve-out for actual fraud, gross negligence, or willful misconduct, is consistent with established practice in this jurisdiction.

Injunction. The Injunction is essential to consummate and implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, the Exculpation, and discharge provisions set forth in Article XII.B. of the Plan. The Injunction is fair, equitable, reasonable, and appropriately tailored to achieve those purposes.

Accordingly, based upon the record of these Chapter 11 Cases, the representations of the parties and the evidence proffered, adduced, or presented at the Combined Hearing, the Debtor Release, Third-Party Release, Exculpation, and Injunction set forth in Article XII of the Plan are consistent with the Global Settlement, the Bankruptcy Code and applicable law.

Causes of Action. The provisions regarding the preservation of Causes of Action in the Plan (including Article IX.C.), including the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

Release of Liens. The Release of Liens (and preservation of the Liens held by FIE on the Wind-Down Trust Assets) described in Article IX.H. of the Plan is necessary to implement the Plan. The provisions of the Release of Liens are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

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

- (xii) **Additional Plan Provisions (Section 1123(b)(6)).** The Plan contains certain other provisions that may be construed as permissive, including, without limitation the Global Settlement embodied in the Plan, but are not required, for confirmation under the Bankruptcy Code. These discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

P. Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). As further described below, the Debtors have complied with the applicable provisions of the Bankruptcy Code and, therefore, satisfy the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

1. is an eligible debtor under section 109 of the Bankruptcy Code and a proper proponent of the Plan under section 1121(a) of the Bankruptcy Code;
2. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court; and
3. complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy law, rule, and regulation, the Solicitation Order, Third Omnibus Order, 3018 Order, and all other applicable law, in transmitting the Solicitation Package and related documents and notices, and in soliciting and tabulating the votes on the Plan.

Q. Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). Article VI of the Plan specifies that Classes 1, 4, 5, 6, 7 and 8 are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code and details the treatment of such Classes. The Plan, therefore,

satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. The Plan is the product of extensive, good faith, arms'-length negotiations among the Debtors and certain of their principal constituencies, including the Creditors' Committee and the Prepetition Term Loan Lenders. Consistent with the overriding purpose of the Bankruptcy Code, these Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate and honest purpose of allowing the Debtors to maximize the value of the Debtors' Estates and distributions to creditors holding Allowed Claims. The Plan accomplishes this goal and the Released Parties have made a substantial contribution to the Debtors' Estates. Accordingly, the Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith if they proceed to take any actions authorized and directed or contemplated by this Order. Based on the foregoing and the record of these Chapter 11 Cases, including, but not limited to, the Combined Hearing, the Hinkelman Declaration, and the overwhelming support of the Holders of Claims entitled to vote on the Plan, the Plan has been proposed in good faith and not by any means forbidden by law.

R. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).

The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code. The Court retains jurisdiction to hear and determine all applications for Professional Fee Administrative Claims incurred on or before the Effective Date.

S. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have disclosed the identity and compensation of the Wind-Down Trustee, who, under the Plan, shall act for the Post-Effective Date Debtors in the same fiduciary capacity as applicable to a board

of managers and officers subject to the provisions of the Plan. The Debtors have also disclosed the identity and compensation of the Liquidating Trustee. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

T. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Amended Combined Disclosure Statement and Plan is a liquidating plan that does not provide for rate changes; thus, section 1129(a)(6) of the Bankruptcy Code is not applicable.

U. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). The Amended Combined Disclosure Statement and Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis attached as Exhibit C to the Amended Combined Disclosure Statement and Plan, as well as the other evidence related thereto in support of the Plan that was proffered or adduced in the Hinkelman Declaration, or at, prior to, or in connection with the Combined Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by any other evidence; and (d) establishes that each Holder of an Allowed Claim or Interest in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

V. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). The presumed accepting Classes are Unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Nevertheless, because the Plan has not been accepted by the Deemed Rejecting Classes, the Debtors seek confirmation of the Plan under section 1129(b), solely with respect to the Deemed Rejecting Classes, rather than section 1129(a)(8), of the Bankruptcy Code. Although section 1129(a)(8) has not been satisfied with

respect to the Deemed Rejecting Class, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Class and, therefore, satisfies section 1129(b) of the Bankruptcy Code with respect to each such Class as described further below.

W. Administrative Claims, Other Priority and Priority Tax Claims (11 U.S.C. § 1129(a)(9)). The Plan's treatment of Administrative Expense Claims (including, but not limited to, Professional Fee Administrative Claims) and Priority Tax Claims pursuant to Article V of the Plan satisfies the requirements of, and complies in all respects with, sections 1129(a)(9)(A), (C), and (D) of the Bankruptcy Code, as applicable. The treatment of Priority Tax Claims pursuant to Article V of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9)(B) of the Bankruptcy Code. As of the Effective Date, the Debtors will have sufficient Cash to pay Allowed Administrative Expense Claims, Other Priority Claims, and Priority Tax Claims.

X. Acceptance by at Least One Impaired Class of Claims (11 U.S.C. § 1129(a)(10)). As set forth in the Plan, all Voting Classes are Impaired. As set forth in the Voting Affidavit, there is at least one Voting Class of Claims that has voted to accept the Plan by the requisite number and amount of Claims, which is determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code). The Plan, therefore, satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. Further, as set forth in the Plan, the Rejecting Classes are not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

Y. Feasibility (11 U.S.C. § 1129(a)(11)). The Amended Combined Disclosure Statement and Plan provides for the transfer of the Wind-Down Trust Assets to the Wind-Down Trust and the Liquidating Trust Assets to the Liquidating Trust, and the designation of the Wind-Down Trustee and Liquidating Trustee in order to distribute Cash or other consideration to Holders of Allowed Claims, as applicable, in accordance with the terms of the Global Settlement, Wind-Down Trust Agreement and Liquidating Trust Agreement, as applicable, the Amended Combined Disclosure Statement and Plan, and the liquidation of the Debtors. Therefore, confirmation of the Plan is not likely to be followed by the need for further financial reorganization of the Debtors, thereby satisfying (or eliminating the need to consider) section 1129(a)(11) of the Bankruptcy Code. The Amended Combined Disclosure Statement and Plan and the evidence proffered or adduced at the Combined Hearing relating to the requirements of section 1129(a)(11) of the Bankruptcy Code (a) are persuasive and credible, (b) has not been controverted by other evidence; (c) establishes that the Plan is feasible and confirmation of the Plan is not likely to be followed by a liquidation, or the need for further financial reorganization, of the Post-Effective Date Debtors; and (d) establishes that the Debtors or Post-Effective Date Debtors will have sufficient funds available to meet their obligations under the Plan. The Plan, therefore, satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

Z. Payment of Fees (11 U.S.C. § 1129(a)(12)). Article V.D. of the Plan provides that the Debtors shall pay any outstanding Statutory Fees, pursuant to section 1930(a) of the Judicial Code, in full on the Effective Date, and the Wind-Down Trustee or the Liquidating Trustee, as applicable, shall continue to pay such fees until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

AA. Non-Applicability of Certain Sections (11 U.S.C. § 1129(a)(13)-(16)).

The Debtors do not owe retiree benefit obligations, any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases.

BB. Fair and Equitable, No Unfair Discrimination (11 U.S.C. § 1129(b)).

The Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code because (a) Classes 1 and 4 voted to accept the Plan and (b) the Plan does not discriminate unfairly and is fair and equitable with respect to the Claims and Interests in the Deemed Rejecting Classes. As a result, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Therefore, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code is not satisfied. After entry of this Order and upon the occurrence of the Effective Date, the Plan shall be binding upon the members of the Deemed Rejecting Classes.

CC. Only One Plan (11 U.S.C. § 1129(c)).

The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code as the Plan is the only chapter 11 plan filed in each of these Chapter 11 Cases.

DD. Principal Purpose of the Plan (11 U.S.C. § 1129(d)).

The Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code as the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act.

EE. Not Small Business Cases (11 U.S.C. §1129(e)).

Section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases as no Chapter 11 Case is a “small business case,” as that term is defined in the Bankruptcy Code.

FF. Good Faith Solicitation (11 U.S.C. § 1125(e)).

The Debtors, the Released Parties, the Exculpated Parties, and the Related Persons of each of the foregoing, as applicable,

have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules in connection with all of their respective activities relating to support of the Plan, including, without limitation, the Global Settlement, and this Order, solicitation of acceptances of the Plan, their participation in these Chapter 11 Cases, and the activities described in section 1125 of the Bankruptcy Code, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

GG. Satisfaction of Confirmation Requirements. Based on the foregoing, all other pleadings, documents, exhibits, statements, declarations, and affidavits filed in connection with confirmation of the Plan, including with respect to the 363 Sales and Global Settlement, and all evidence and arguments made, proffered or adduced at the Combined Hearing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

HH. Likelihood of Satisfaction of Conditions Precedent to the Effective Date. Each condition precedent to the Effective Date set forth in Article XIII.B. of the Plan has been or is reasonably likely to be satisfied or waived in accordance with Article XIII.B. of the Plan.

II. Implementation. All documents necessary to implement the Plan and all other relevant and necessary documents, including, but not limited to, the documents contained in the Plan Supplement, are essential elements of the Plan, and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors and their Estates, and shall, upon completion of documentation and execution and delivery, be valid, binding, and enforceable in accordance with their respective terms and conditions. The Debtors have exercised reasonable business judgment in determining to enter into

these documents and the documents have been negotiated in good faith and at arms'-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements. The Debtors and the Post-Effective Date Debtors, the Wind-Down Trustee, and the Liquidating Trustee, as applicable, are authorized, without any further notice to or action, order or approval of the Court, to finalize, execute, and deliver all agreements, documents, instruments, and certificates relating thereto and perform their obligations thereunder in accordance with the Plan.

JJ. Vesting of Assets. Except as otherwise provided in this Order, the Plan, or any other agreement, instrument, or other document incorporated therein or in the Plan Supplement, on the Effective Date, any assets of the Estates remaining shall vest in the Wind-Down Trust or the Liquidation Trust, as applicable, for the purpose of liquidating the Estates and effecting Consummation of the Plan. Such assets shall be held free and clear of all liens, claims, charges, or other encumbrances unless expressly provided otherwise by the Plan or this Order. Any Distributions to be made under the Plan from such assets shall be made by the Liquidating Trustee, the Wind-Down Trustee, or their designees. The Wind-Down Trustee and the Liquidating Trustee shall be deemed to be fully bound by the terms of the Plan, this Order, and the Wind-Down Trust Agreement and Liquidating Trust Agreement, as applicable.

KK. Disclosure of Facts. The Debtors have disclosed all material facts regarding the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtors.

LL. Waiver of Stay. For the reasons stated in the Amended Combined Disclosure Statement and Plan and on the record at the Combined Hearing, good cause exists for waiving the stay of this Order set forth in Bankruptcy Rule 3020(e).

MM. Based on the foregoing, the Amended Combined Disclosure Statement and Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

2. **Objections.** All Objections, responses, statements, reservation of rights, and comments in opposition to the adequacy or confirmation of the Amended Combined Disclosure Statement and Plan, other than those withdrawn with prejudice in their entirety, waived, settled, or resolved prior to the Combined Hearing, or otherwise resolved on the record of the Combined Hearing and/or herein, are hereby overruled on the merits for the reasons stated on the record.

3. **Notice of the Combined Hearing.** Notice of the Combined Hearing complied with the terms of the Solicitation Order, was appropriate and sufficient based upon the circumstances of the Chapter 11 Cases, and complied with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules.

4. **Adequate Information.** The Amended Combined Disclosure Statement and Plan (a) contains information of a kind generally consistent with the disclosure requirements of applicable non-bankruptcy law (including the Securities Act), (b) contains “adequate

information” (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is **APPROVED** in all respects on a final basis.

5. **Solicitation Procedures.** The Solicitation Procedures were appropriate and satisfactory under the circumstances of these Chapter 11 Cases and satisfy the requirements of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and applicable non-bankruptcy law and are hereby approved in all respects.

6. **Ballots.** The forms of Ballots attached to the Solicitation Order as Exhibits 4-A, 4-B, and 4-C: (a) are consistent with Official Form No. 314, (b) adequately address the particular needs of the Chapter 11 Cases, (c) are appropriate for the Voting Classes, (d) comply with the Solicitation Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable law, and (e) are approved in all respects.

7. **Voting.** The Voting Deadline and Extended Voting Deadline with respect to Classes 1 and 4 are a reasonable and sufficient period of time to make an informed decision to accept or reject the Plan and is approved in all respects.

8. **Tabulation Procedures.** The Voting Affidavit appropriately counted the Ballots to accept or reject the Plan, in accordance with the Tabulation Procedures approved pursuant to the Solicitation Order.

9. **Global Settlement.** This Order constitutes the Court’s finding and determination that the Global Settlement embodied in the Plan is approved in all respects, and such compromises and settlements are within the range of reasonableness, in the best interests of the Debtors, their Estates, their Creditors, and other parties-in-interest, and fair and equitable.

10. **Confirmation of the Plan.** The Plan, attached to this Order as **Exhibit A**, is approved in its entirety and **CONFIRMED** under section 1129 of the Bankruptcy Code. Each of the terms and conditions of the Plan and the exhibits and schedules to the Plan, as modified in this Order and as may be modified hereafter, including, without limitation, the documents contained in the Plan Supplement, is an integral part of the Plan and are hereby approved in all respects. The Debtors are authorized to enter into and execute all documents and agreements related to the Plan (including all exhibits and attachments thereto and documents referred to therein and herein), and the execution, delivery, and performance thereafter by the Post-Effective Date Debtors, are hereby approved and authorized in all respects.

11. **Deemed Substantive Consolidation.** The deemed substantive consolidation of the Estates for the limited purposes of voting, confirmation, and distribution under the Plan is approved in all respects. On or after the Effective Date, (a) all Intercompany Claims among the Debtors shall be eliminated and there shall be no distributions on account of such Intercompany Claims, (b) any obligation of a Debtor and any guarantee or indemnity thereof by any other Debtor shall be deemed to be one obligation, and any such guarantee or indemnity shall be eliminated, (c) each Claim Filed or to be Filed against more than one Debtor shall be deemed Filed only against one consolidated Debtor and shall be deemed a single Claim against and a single obligation of the Debtors, and (d) any joint, several or mutual liability of the Debtors shall be deemed one obligation of the Debtors, with each of the foregoing effective retroactive to the Petition Date. On the Effective Date, and in accordance with the terms of the Plan, all Claims based upon guarantees of collection, payment or performance made by one Debtor as to the obligations of another Debtor shall be released and of no further force and effect. Such deemed

substantive consolidation shall not (other than for purposes relating to the Plan) affect the legal and corporate structures of the Debtors.

12. **Stipulation With Travelers Casualty and Surety Company of America.**

The *Stipulation Resolving Second and Fifth Omnibus Objections to Claims and 3018 Motion Filed by Travelers Casualty And Surety Company Of America*, attached hereto as **Exhibit B**, is approved in its entirety.

13. **CWI Settlement Agreement.**

Nothing contained in this Order, the Plan, or any related documents shall effect the scope of the releases granted to the Debtors, CWI, Bostick, and the Creditors' Committee in the *Order Approving the Settlement Pursuant to Federal Rule of Bankruptcy Procedure 9019 and Among the Debtors, the Official Committee of Unsecured Creditors, and the Bostick Parties* [D.I. 1241] (the "**CWI Settlement Order**") , including, but not limited, to the exclusion of any release by the Bostick Parties against the PIMCO Entities and D&Os (as defined in the CWI Settlement Order).

14. **Modifications Binding.**

In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan, as modified and amended by this Order, and all of its provisions and Exhibits, shall be binding to the fullest extent permitted by section 1141 of the Bankruptcy Code, including on (a) the Debtors, (b) any entity acquiring or receiving property or a distribution under the Plan, and (c) any Holder of a Claim against or Interest in the Debtors, including all governmental entities, whether or not the Holder of such Claim or Interest is Impaired under the Plan or whether or not the holder of such Claim or Interest has accepted the Plan.

15. **Plan Classifications Controlling.**

The terms of the Plan shall govern the classification of Claims and Interests for purposes of the distributions and treatment thereunder.

The classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtors, the Post-Effective Date Debtors, or Holders of Claims for purposes other than voting on the Plan.

16. **Treatment of Holders of Class 2 (Other Secured) Claims.** Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall receive one of the following treatments, as determined by the Debtors, Post-Effective Date Debtors, Wind-Down Trustee or the Liquidating Trustee, as applicable, as soon as reasonably practicable after the Effective Date and the date on which such Other Secured Claim becomes an Allowed Secured Claim, including any rights to costs, fees and interest in accordance with section 506(b) of the Bankruptcy Code: (a) payment in full in Cash; (b) retention of the collateral securing any such Allowed Other Secured Claim; (c) retention of any Lien securing any such Allowed Secured Claim until payment in full in Cash or setoff, or (d) such other indubitable equivalent treatment rendering such Allowed Other Secured Claim unimpaired. In the event such Other Secured Claim becomes an Allowed Other Secured Claim, the Holder of such Allowed Other Secured Claim is entitled to setoff the Allowed Other Secured Claim against its collateral to satisfy such Allowed Other Secured Claim.

17. Except to the extent that Pennsylvania Department of Revenue (“PADOR”) agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of each of its Allowed Secured Claims, PADOR shall receive, as soon as reasonably practicable after the Effective Date and the date on which its claim becomes an Allowed Secured Claim, including any rights to costs, fees and interest in accordance with section 506(b) of the Bankruptcy Code: (a) payment in full in Cash; or (b) retention of any Lien securing any such Allowed Secured Claim until payment in full in Cash or setoff.

18. Notwithstanding anything in the Plan or any Order confirming the Plan to the contrary, Dakota Truck Underwriters (“DTU”) may offset or otherwise apply the balance of the Subscriber Savings Account (“SSA”) securing DTU’s Other Secured Claim not later than at the times DTU would distribute SSA funds to a terminated subscriber in the ordinary course and consistent with the guidelines, policies and law applicable to the reciprocal insurance program. In the event DTU’s Other Secured Claim becomes an Allowed Other Secured Claim and is satisfied in full through this process, DTU shall pay any balance of the SSA to the Wind-Down Trust as soon as reasonably practicable. DTU will credit any cash distribution from the Debtors, Post-Effective Date Debtors, Wind-Down Trust, Liquidating Trust or any other payment which DTU might receive in payment of its Allowed Other Secured Claim, to the extent allowed, other than by applying the balance in the SSA (the Plan does not require such payments), but no such payments will affect DTU’s rights in or administration of the SSA, except to reduce the amount applied to the SSA according to such credits.

19. On the Effective Date, the Debtors shall assume the reciprocal insurance program under Article IX.L. and XI.A. of the Plan; *provided, however*, neither the Debtors, Post-Effective Date Debtors, the Wind-Down Trust, nor the Liquidating Trust shall be required to pay

any cure amount to DTU in connection with the assumption of the reciprocal insurance program and DTU waives its rights to any future obligation, reimbursement or payment from the Debtors, the Post-Effective Date Debtors, the Wind-Down Trust or the Liquidating Trust, except that DTU may offset and apply any and all such amounts against the SSA (including, but not limited to the Debtors' ongoing responsibility pursuant to the large deductible endorsement to its workers' compensation policy to reimburse DTU for advancements made by DTU on Debtor's behalf up to Debtor's per claim deductible limit), in addition to DTU's rights to setoff against the SSA and apply the SSA to its Other Secured Claim.

20. **No Action Required; Corporate Action.** On or before the Effective Date, as applicable, all actions contemplated under the Plan or the Plan Supplement shall be deemed authorized and approved in all respects, including: (a) execution of and entry into the Wind-Down Trust Agreement; (b) execution of and entry into the Liquidating Trust Agreement; and (c) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan or deemed necessary or desirable by the Debtors before, on, or after the Effective Date involving the corporate structure of the Debtors, the Liquidating Trust or the Wind-Down Trust, and any corporate action required by the Debtors, the Liquidating Trust or the Wind-Down Trust in connection with the Plan or corporate structure of the Debtors, the Liquidating Trust or Wind-Down Trust shall be deemed to have occurred and shall be in effect on the Effective Date, without any requirement of further action by the Wind-Down Trustee, the Liquidating Trustee, security holders, directors, managers, or officers of the Debtors, Liquidating Trust or the Wind-Down Trust. Before, on, or after the Effective Date, the Wind-Down Trustee, the Liquidating Trustee, and the appropriate officers of the Debtors, Liquidating Trust or the Wind-Down Trust, as applicable, shall be authorized to issue, execute, and deliver the agreements,

documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Liquidating Trust or Wind-Down Trust, respectively.

21. **Vesting of Assets in the Wind-Down Trust or the Liquidating Trust, as applicable, and Continued Corporate Existence.** Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated herein or in the Plan, on the Effective Date (a) the Wind-Down Trust Assets shall be assigned, transferred, and vest in the Wind-Down Trust free and clear of all Claims and Liens, except as otherwise specifically provided in the Amended Combined Disclosure Statement and Plan; *provided, that* the Wind-Down Trust Assets shall vest in the Wind-Down Trust subject to the perfected, unavoidable, and enforceable Liens held by FIE; *provided further,* that Holders of Allowed Claims in Class 2 (Other Secured Claims) shall retain their collateral until such Allowed Claims are satisfied, and (b) the Liquidating Trust Assets shall be assigned, transferred, and vest in the Liquidating Trust free and clear of all Claims and Liens, except as otherwise specifically provided in the Amended Combined Disclosure Statement and Plan. Any distributions to be made under the Plan from the Wind-Down Trust Assets and the Liquidating Trust Assets, as applicable, shall be made by the Wind-Down Trustee, the Liquidating Trustee, or their designees, as applicable. The Wind-Down Trustee and the Liquidating Trustee shall be deemed to be fully bound by the terms of the Plan and this Order and the Wind-Down Trustee Agreement and Liquidating Trust Agreement, respectively.

22. **Wind-Down Trust.** The form of Wind-Down Trust Agreement attached as Exhibit A to the Plan Supplement is hereby approved in its entirety, and the Debtors and Wind-Down Trustee, or their designees, as applicable, are authorized to execute and to take any action necessary or appropriate to implement, effectuate, or consummate the Wind-Down Trust

Agreement. Entry into the Wind-Down Trust Agreement, the selection of the Wind-Down Trustee, and the form of Wind-Down Trust Agreement is appropriate and in the best interests of the Debtors and their creditors.

23. On the Effective Date, Andrew Hinkelman shall be appointed the Wind-Down Trustee of the Wind-Down Trust. Following the Effective Date, the Wind-Down Trustee shall be, and enjoy the powers of, the Debtors' co-authorized representative with the Liquidating Trustee for all purposes, and shall have the power and authority to perform the acts described in the Wind-Down Trust Agreement, in addition to any powers granted by law or conferred to it by any other provision of the Amended Combined Disclosure Statement and Plan and this Order. No further proof of such power shall be necessary or required.

24. **Liquidating Trust.** The form of Liquidating Trust Agreement attached as Exhibit B to the Plan Supplement is hereby approved in its entirety, and the Debtors and Liquidating Trustee, or their designees, as applicable, are authorized to execute and to take any action necessary or appropriate to implement, effectuate, or consummate the Liquidating Trust Agreement. Entry into the Liquidating Trust Agreement, the selection of the Liquidating Trustee, and the form of Liquidating Trust Agreement is appropriate and in the best interests of the Debtors and their creditors.

25. On the Effective Date, Patrick O'Malley shall be appointed the Liquidating Trustee of the Liquidating Trust. Following the Effective Date, the Liquidating Trustee shall be, and enjoy the powers of, the Debtors' co-authorized representative with the Wind-Down Trustee, for all purposes and shall have the power and authority to perform the acts described in the Liquidating Trust Agreement, in addition to any powers granted by law or conferred to it by any

other provision of the Amended Combined Disclosure Statement and Plan and this Order. No further proof of such power shall be necessary or required.

26. **Means for Implementation of the Plan.** The provisions governing the means for implementation of the Plan set forth in Article IX of the Plan shall be, and hereby are, approved in all respects. The Debtors are authorized to take all actions reasonably necessary to implement the Plan on the terms set forth in Article IX of the Plan. Further, upon the Effective Date, the Debtors, Wind-Down Trustee, and Liquidating Trustee, as applicable, are authorized to make the payments or other distributions set forth in Article V and Article VI of the Plan.

27. **Cancellation of Securities and Agreements.** Upon the Effective Date, except to the extent otherwise provided in the Amended Combined Disclosure Statement and Plan, any and all notes, instruments, debentures, certificates, and other documents evidencing Claims against and Interests in the Debtors shall be deemed automatically extinguished, cancelled, and of no further effect with the Debtors having no continuing obligations thereunder, and shall be deemed rejected and terminated.

28. **Rejection of Executory Contracts and Unexpired Leases.** The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article XI of the Plan shall be, and hereby are, approved in their entirety. For avoidance of doubt, this Order constitutes the Court's approval of the rejection of all prepetition and pre-Effective Date Executory Contracts to which any Debtor is a party, to the extent such contracts or leases are Executory Contracts, on and subject to the occurrence of the Effective Date pursuant to section 365 of the Bankruptcy Code; *provided, however*, that all policies and agreements giving rise to insurance in favor of the Debtors, their Directors and Officers, their employees or their Estates and

property thereof, are not Executory Contracts and, therefore, are not subject to assumption or rejection.

29. **Insurance Policies.** Nothing in this Order, or the Wind-Down Trust Agreement or the Liquidating Trust Agreement, alters the rights and obligations of the Debtors (and their Estates) and the Debtors' insurance carriers (and third-party claims administrators) under the Insurance Policies or modifies the coverage or benefits provided thereunder or the terms and conditions thereof or diminishes or impairs the enforceability of the Insurance Policies. All of the Debtors' rights and their Estates' rights under any Insurance Policy to which the Debtors and/or the Debtors' Estates may be beneficiaries shall vest with the Liquidating Trust for the benefit of the Beneficiaries of the Liquidating Trust and all of the beneficiaries of such policies.

30. Certain D&O Claims were tendered to Starr Surplus Lines Insurance Company ("Starr"), which issued Secure Side A Directors & Officers Excess and Lead Difference in Conditions Insurance Policy, No. 1000622126191, to the Company. Notwithstanding any provision in the Amended Combined Disclosure Statement and Plan to the contrary, in connection with the Global Settlement, Starr shall fund a portion of the GUC Cash Pool in exchange for mutual releases by and between Starr, on the one hand, and the defendants in the Creditors' Committee draft complaint, on the other hand, and any related claim pursuant to the terms and conditions of the Starr Policy. This Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of (a) Starr partially funding the GUC Cash Pool on behalf of the Debtors and/or FIE with the proceeds of the Starr Policy in accordance with the terms and conditions of the Starr Policy; and (b) to the extent the automatic stay is applicable, it is modified to permit payment by Starr.

31. Notwithstanding anything to the contrary in the Plan Documents, any bar date notice or claim objection, any other document related to any of the foregoing or any other

order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of or otherwise indicate its refusal to grant any releases) and as a supplement to Articles IX.L and XI.A of the Plan: (a) on the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, jointly and severally, shall assume all of the Insurance Policies and any related agreements (collectively, the “Chubb Insurance Program”) issued at any time to any of the Debtors (or their predecessors) by ACE American Insurance Company, Westchester Fire Insurance Company Illinois Union Insurance Company, Westchester Surplus Lines Insurance Company, Executive Risk Indemnity Inc., or any of their U.S.-based affiliates and successors (collectively, “Chubb”) pursuant to sections 105 and 365 of the Bankruptcy Code, and without altering the terms and conditions of the Chubb Insurance Program, the Chubb Insurance Program shall vest, jointly and severally, in the Wind-Down Trust and the Liquidating Trust, *provided, that*, the Debtors or the Post-Effective Date Debtors, as applicable, shall have the right to enter into a new or amended insurance program with Chubb; *provided, however* that Chubb shall have no obligation to offer or enter into such a program; (b) except as set forth in section (c) of this paragraph, nothing shall alter, amend or otherwise modify the Chubb Insurance Program, including, but not limited to Chubb’s interest in the collateral or security held by Chubb under the Chubb Insurance Program in the aggregate amount of \$7,496,424.07⁷ (the “Chubb Collateral”) pursuant to the terms of the Chubb Insurance Program; (c) nothing alters or modifies the duty, if any, that Chubb has to pay claims covered by the Chubb Insurance Program or Chubb’s right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors, the Wind-Down Trust or the Liquidating

⁷ This amount reflects the amount of the Chubb Collateral on March 5, 2021.

Trust, as applicable) therefor, *provided that* such payment or reimbursement shall be solely through setting off, using or otherwise applying (in full dollars) the Chubb Collateral to such amounts in accordance with the terms and conditions of the Chubb Insurance Program, and Chubb hereby waives its rights to any future such reimbursement or payment from Debtors, the Post-Effective Date Debtors, the Wind-Down Trust or the Liquidating Trust including, without limitation any right to further infusions to the Chubb Collateral; (d) neither the Debtors, the Post-Effective Date Debtors, the Wind-Down Trust nor the Liquidating Trust shall be required to pay any cure amount to Chubb in connection with the assumption of the Chubb Insurance Program, and based upon the treatment of the Chubb Insurance Program in this paragraph, all Proofs of Claim filed by Chubb in the Chapter 11 Cases shall be deemed withdrawn with no further action required by any of Chubb, the Debtors, the Post-Effective Date Debtors, the Wind-Down Trust or the Liquidating Trust and Chubb shall not be subject to any future bar date or filing requirement for proofs of claim, Administrative Expenses Claims or cure amounts with respect to setting off, using or otherwise applying the Chubb Collateral, and shall not be subject to an Avoidance Action; (e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article XII of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (I) claimants with valid workers' compensation claims or direct action claims against Chubb under applicable non-bankruptcy law to proceed with their claims and to collect upon any judgment or settlement from Chubb under the Chubb Insurance Program; (II) Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against Chubb under applicable non-bankruptcy law, or an order has been entered by this Court granting a claimant relief from the automatic stay or the

injunctions set forth in Article XII of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (III) Chubb to set-off against the Chubb Collateral at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Post-Effective Date Debtors, the Wind-Down Trust or the Liquidating Trust, as applicable) and apply such proceeds to the obligations of the Debtors (and the Post-Effective Date Debtors, the Wind-Down Trust or the Liquidating Trust, as applicable) under the Chubb Insurance Program, in such order as Chubb may determine; and (IV) Chubb to take any other action relating to the Chubb Insurance Program in accordance with the terms thereof; and (f) any right to return any excess proceeds, if any, of the Chubb Collateral shall be transferred to the Wind-Down Trustee and any excess proceeds shall be transferred to the Wind-Down Trustee, subject to the terms of the Chubb Insurance Program.

32. **Provisions Governing Distributions.** The distribution provisions of Article VI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Order, the Liquidating Trustee or the Wind-Down Trustee shall make all distributions required under the Plan.

33. **Release, Discharge, Exculpation, and Injunction Provisions.** The release, discharge, exculpation, injunction, and related provisions set forth in Article XII of the Plan shall be, and hereby are, approved and authorized in their entirety, including, but not limited to:

- a. **Injunction.** The Injunction provision set forth in Article XII.B. of the Plan is hereby approved.
- b. **Exculpation.** The Exculpation set forth in Article XII.E. of the Plan is hereby approved.
- c. **Debtor Release.** The Debtor Release set forth in Article XII.F.1. of the Plan is hereby approved.

d. **Third-Party Release.** The Third-Party Release (excluding those Holders of Claims that opted out of the Third-Party Release and the No Basis Claimants) set forth in Article XII.F.2. of the Plan is hereby approved.⁸

e. **Release of Liens, Claims and Interests.** The Release of Liens, Claims and Interest provision set forth in Article IX.H. of the Plan is hereby approved.

34. **Conditions Precedent to the Effective Date.** The provisions governing the conditions precedent to the Effective Date set forth in Article XIII.B. of the Plan shall be, and hereby are, approved in their entirety. The Debtors are authorized to consummate the Plan at any time after the entry of this Order, subject to satisfaction or waiver of the provisions set forth in Section 8.2 of the Plan pursuant to their terms and the occurrence of the Effective Date.

35. **Professional Fee Claims.** The procedures and timing governing all requests for payment of Professional Fee Administrative Claims, as set forth in Article V.B. of the Plan, are hereby approved in their entirety, *provided, that*, each Holder of an Allowed Professional Fee Administrative Claim shall receive payment from the Wind-Down Trustee or the Debtors, as applicable, on the later of (a) the Effective Date, and (b) the date such Professional Fee Administrative Claim becomes an Allowed Claim, which shall be paid from the Professional Fee Escrow in the full Allowed amount in Cash (as determined by agreement, settlement, or order of the Court), but limited to the amount set forth for such Professional in the Wind-Down Budget (*provided, however*, any Creditors' Committee Professional Fee Administrative Claims in excess of \$100,000 for the period commencing on January 4, 2021 through the Effective Date shall not be paid from the Professional Fee Escrow Account), or such other treatment as may be agreed upon by a holder of any such Allowed Professional Fee Administrative Claim, the Debtors and FIE. Funds to pay Professional Fee Administrative Claims are authorized to be held in the

⁸ See Notice of Filing of Opt Out Report [D.I.1269].

Professional Fee Escrow Account, until such time as such Professional Fee Administrative Claims are authorized to be paid by the Court (to the extent applicable); provided, for avoidance of doubt, that any excess funds in the Professional Fee Escrow Account, after satisfaction of all Allowed Professional Fee Administrative Claims shall be transferred to the Wind-Down Trust, subject to FIE's lien.

36. **Professional Compensation Following Effective Date.** From and after the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Wind-Down Trustee and Liquidating Trustee, respectively, may employ and pay any Professional, in accordance with the Wind-Down Trust Agreement and Liquidating Trust Agreement, as applicable, in the ordinary course of business without any further notice to or action, order, or approval of the Court; *provided, however*, that the Wind-Down Trust and the Liquidating Trust shall comply with the reporting requirements set forth in the Wind-Down Trust Agreement and Liquidating Trust Agreement, respectively, and the Wind-Down Trustee's compensation shall be subject to the Wind-Down Budget.

37. **Preservation of Causes of Action.** Pursuant to Article IX.D. of the Amended Combined Disclosure Statement and Plan, except as provided otherwise in the Amended Combined Disclosure Statement and Plan or any Final Order of this Court, from and after the Effective Date, the Liquidating Trust shall have exclusive rights, powers, and interests of the Debtors and their Estates, subject to the provisions of the Plan Documents, to pursue, settle, or abandon such Causes of Action as the sole representatives of the Estates under section 1123(b)(3) of the Bankruptcy Code.

38. **Debtors Will Not Receive a Discharge.** Pursuant to section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan will not discharge Claims against the Debtors. No Holder of any Prepetition Term Loan Claim may, on account of such Prepetition Term Loan Claim, seek or receive any payment or other Distribution from, or seek recourse against, any of the Debtors' Estates or the Liquidating Trustee or Liquidating Trust Assets, and/or their respective successors, assigns and/or property; provided, that nothing in this Order, the Plan, the Plan Supplement, or the Plan Documents shall be deemed to inhibit, impair, or otherwise affect any rights of the Prepetition Term Loan Agent and FIE with respect to Liens in or against property that is not property of the Estate. Further, no Holder of any Claim or Interest (other than Holders of any Prepetition Term Loan Claim) may, on account of such Claim or Interest, seek or receive any payment or other Distribution from, or seek recourse against, any of the Debtors' Estates or the Wind-Down Trustee or Wind-Down Trust Assets, and/or their respective successors, assigns and/or property.

39. Notwithstanding any provision to the contrary in the Plan, the Plan Supplement, the Plan Documents, this Order or any implementing Plan documents (collectively, "Documents"): nothing in the Plan Documents shall: (1) discharge, release, enjoin, impair or otherwise preclude (a) any liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code ("claim"), (b) any claim of the United States arising after the Confirmation Date, or (c) any liability of any entity or person under police or regulatory statutes or regulations to any Governmental Unit (as defined by section 101(27) of the Bankruptcy Code) as the owner, lessor, lessee or operator of property or rights to property that such entity owns, operates or leases after the Confirmation Date; (2) release, nullify, preclude or enjoin the enforcement of any police or regulatory power; (3) pursuant to Article X(K) of the Plan, cause a

claim to be deemed as allowed on the Effective Date for purposes of Distribution unless such claim is actually allowed on the Effective Date; (4) release, exculpate, enjoin, impair or discharge any non-Debtor from any claim, liability, suit, right or Cause of Action of the United States; (5) affect any setoff or recoupment rights of the United States and such rights are preserved; (6) require the United States to file an administrative claim in order to receive payment for any liability described in Section 503(b)(1)(B) and (C) pursuant to Section 503(b)(1)(D) of the Bankruptcy Code; (7) constitute an approval or consent by the United States without compliance with all applicable legal requirements and approvals under non-bankruptcy law; (8) be construed as compromise or settlement of any liability, claim, Cause of Action or interest of the United States; or (9) constitute a waiver of any statutory limitation on releases with respect to any liability, claim, Cause of Action or interest of the United States.

40. **Allowance of Prepetition Term Loan Claims.** All Prepetition Term Loan Claims shall be Allowed as Secured Claims as provided for in Article VII.A.1.D. of the Plan. All objections, statements, informal objections, and reservations of rights related to the Prepetition Term Loan Claims are overruled.

41. **Reservation of Rights.** Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Court enters this Order, and this Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan or the taking of any action by any 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 any Debtor with respect to the Holders unless and until the Effective Date has occurred.

42. **Notice of Subsequent Pleadings.** To the extent not consensually resolved, any notices, requests, and demands to or upon the Debtors shall be made by filing a motion with the Court. After the Effective Date, the Post-Effective Date Debtors may notify Entities that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Post-Effective Date Debtors, Wind-Down Trustee, or Liquidating Trustee, as applicable, shall file a motion to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

43. **Dissolution of the Creditors' Committee.** On the Effective Date, the Creditors' Committee shall dissolve automatically and the members thereof shall be released and discharged from all rights, duties, responsibilities, and liabilities arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code, except for the limited purpose of (a) preparing, filing, reviewing, prosecuting and resolving requests for payment of Professional Fee Claims, (b) any appeal of this Order, and (c) any confidential information received as a member of the Creditors' Committee. The Wind-Down Trust and Wind-Down Trustee shall not be responsible for paying any fees or expenses incurred by the Creditors' Committee or advisors to the Creditors' Committee after the Effective Date.

44. **Bankruptcy Court's Retention of Jurisdiction.** The provisions governing the retention of jurisdiction set forth in Article XIV of the Plan shall be, and hereby are, approved in their entirety to the fullest extent permitted by law. Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of this Order and the occurrence of the Effective Date, the Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all matters related to the Chapter 11 Cases, the Debtors and the Plan

as legally permissible including, without limitation, over the matters set forth in Article XIV of the Plan. For avoidance of doubt, the jurisdictional and governing law provisions set forth in the Wind-Down Trust Agreement and Liquidating Trust Agreement shall control on and after the Effective Date.

45. **Payment of Statutory Fees.** All fees payable under 28 U.S.C. §1930(a)(6), plus interest due and payable under 31 U.S.C. § 3717 (if any), for the period from the Petition Date through the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Wind-Down Trustee shall pay Statutory Fees associated with disbursements made by the Wind-Down Trust from the Wind-Down Trust Assets and the Liquidating Trustee shall pay Statutory Fees associated with disbursements made by the Liquidating Trust from the Liquidating Trust Assets. Notwithstanding this provision, each and every Debtor shall remain responsible for the payment of Statutory Fees until the earlier that a particular case is dismissed, closed, or converted to one under chapter 7 of the Bankruptcy Code, whichever occurs first.

46. **Effectiveness of All Actions.** 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 Order, without further application to, or order of this Court, or further action by the respective officers, directors, managers, members, or stockholders of the Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders. Del. Code Ann. tit. 8, § 303(a) (West). This Order shall constitute all 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, agreements, any amendments or modifications thereto, and any other

acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, and any documents, instruments, securities, agreements, and any amendments or modifications thereto. *Id.*

47. **Effect of Conflict Between Plan and This Order.** Except as set forth in the Plan, to the extent that any provision of the Amended Combined Disclosure Statement and Plan, the Plan Supplement, or any other order referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; *provided, however,* with respect to any conflict or inconsistency between the Plan and this Order, this Order shall govern.

48. **Provisions Non-Severable and Mutually Dependent.** Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (c) nonseverable and mutually dependent. Each provision of this Order is nonseverable and mutually dependent on each other term of this Order and the Plan.

49. **Failure of Consummation.** If the Effective Date does not occur, then: (a) the Plan and this Order will be null and void in all respects; (b) any settlement or compromise embodied in the Plan or this Order and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (c) nothing contained in the Plan or this Order shall (i) constitute a waiver or release of any Claims, Liens, Interests, or Causes of Action, (ii) prejudice in any manner the rights of any Debtor or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity, and all parties shall revert to the status quo as if this Order had not been entered.

50. **Terms of Injunctions or Stays.** Unless otherwise provided in the Plan or in this Order, all injunctions or stays in effect in these Chapter 11 Cases pursuant to sections 105 or 362 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 Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Order (including the Injunction) shall remain in full force and effect in accordance with their terms.

51. **Modifications, Revocation, or Withdrawal of the Plan.** The provisions governing the revocation and withdrawal of the Plan set forth in Article XV.C. of the Plan are approved in their entirety. The Debtors are authorized to make any and all modifications to the Plan in accordance with Article XV.A. of the Plan and any and all documents that are necessary to effectuate the Plan without need for further order or authorization of the Court.

52. **Notice of Confirmation and Effective Date.** No later than ten (10) Business Days after the Effective Date, the Post-Effective Date Debtors shall serve notice of entry of this Order and occurrence of the Effective Date, substantially in the form attached hereto as **Exhibit C** (the “Effective Date Notice”), by United States mail, first-class postage prepaid, by hand, by overnight courier service, or by electronic service and in accordance with Bankruptcy Rules 2002 and 3020(c), on all known Holders of Claims and Interests. Notwithstanding the above, no notice of confirmation or Consummation or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Confirmation Hearing, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address,” or “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address.

53. **Section 1146 Exemption.** To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto, including the issuance, transfer, or exchange of a security under the Plan, and any transfers into or from the Wind-Down Trust and Liquidating Trust within eighteen months following entry of this Order, shall not be taxed under any law imposing a stamp tax or similar tax, and upon entry of this Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

54. **Governmental Approvals Not Required.** This 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, and any other acts and transactions referred to in or contemplated by the Amended Combined Disclosure Statement and Plan, the Plan Supplement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

55. **References to and Omissions of Plan Provisions.** References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

56. **Immediate Binding Effect.** Subject to Article XIII.B. of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 7062, upon the occurrence of the Effective Date, the Plan shall be immediately effective and enforceable and deemed binding upon (a) the Debtors and the Post-Effective Date Debtors, (b) the Wind-Down Trustee, (c) the Liquidating Trustee, (d) any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests voted or are deemed to have accepted the Plan), (e) all Entities that are parties to or are subject to the Plan or the settlements, compromises, releases, discharges, and injunctions described in the Plan, (f) each Entity acquiring property under the Plan, (g) any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors, and (h) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians.

57. **Waiver of Stay.** For good cause shown, based on the record of the Combined Hearing, this Order shall not be subject to any stay otherwise applicable under the Bankruptcy Rules, including Bankruptcy Rule 3020(e). The period within which an appeal must be filed commences upon the entry of this Order.

Dated: March 11th, 2021
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

(Amended Combined Disclosure Statement and Plan)

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

-----X
In re: : Chapter 11
: :
COMCAR INDUSTRIES, INC., *et al.*,¹ : Case No. 20-11120 (LSS)
: :
Debtors. : (Jointly Administered)
: :
-----X **Related Docket No.: 1076**

**AMENDED COMBINED DISCLOSURE STATEMENT
AND CHAPTER 11 PLAN OF LIQUIDATION**

Dated: January 19, 2021
Wilmington, Delaware

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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: 9th Place Newberry, LLC (0359); 16th Street Pompano Beach, LLC (0278); CCC Spotting, LLC (0342); CCC Transportation, LLC (1058); Charlotte Avenue Auburndale, LLC (2179); Coastal Transport, Inc. (2918); Coastal Transport Logistics, LLC (7544); Comcar Industries, Inc. (8221); Comcar Logistics, LLC (2338); Comcar Properties, Inc. (9545); Commercial Carrier Corporation (8582); Commercial Carrier Logistics, LLC (7544); Commercial Truck and Trailer Sales Inc. (0722); Cortez Blvd. Brooksville, LLC (2210); CT Transportation, LLC (0997); CTL Distribution, Inc. (7383); CTL Distribution Logistics, LLC (7506); CTL Transportation, LLC (0782); CTTS Leasing, LLC (7466); Detsco Terminals, Inc. (9958); Driver Services, Inc. (3846); East Broadway Tampa, LLC (2233); East Columbus Drive Tampa, LLC (3995); Fleet Maintenance Services, LLC (1410); MCT Transportation, LLC (0939); Midwest Coast Logistics, LLC (7411); Midwest Coast Transport, Inc. (0045); New Kings Road Jacksonville, LLC (4797); Old Winter Haven Road Auburndale, LLC (4738); W. Airport Blvd. Sanford, LLC (0462); Willis Shaw Logistics, LLC (7341); WSE Transportation, LLC (0866). The corporate headquarters and the mailing address for the Debtors listed above is 8800 Baymeadows Way West, Suite 200, Jacksonville, Florida 32256.

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PLAN OVERVIEW

This Combined Plan and Disclosure Statement represents the culmination of extensive negotiations among the Debtors, the Creditors' Committee and FIE into the Global Settlement and Plan set forth at length below. Essentially, FIE has agreed to fund an amount that will be available for Distribution to General Unsecured Creditors and to fund out of its collateral payment of Allowed Administrative Expense, Professional Fee Administrative, Priority Tax, and Other Priority Claims in exchange for broad releases and exculpation. The Plan then contemplates that FIE's collateral will vest in the Wind-Down Trust, while certain other Assets that now constitute FIE's collateral will vest in the Liquidating Trust free and clear of FIE's Liens and Claims. Further, once FIE's secured claims are paid in full from the proceeds of collateral received by the Wind-Down Trust and the Wind-Down Trust Operating Expenses are paid full, any excess value in the Wind-Down Trust will be transferred to the Liquidating Trust. As such, FIE is contributing substantial value to fund the Plan and Global Settlement, which the Debtors, Creditors' Committee and FIE believe is in excess of the low range of reasonableness as compared to potential litigation outcomes.

Each Holder of a Claim against the Debtors entitled to vote to accept or reject the Plan should read this Combined Plan and Disclosure Statement in its entirety before voting. No solicitation of votes to accept or reject this Combined Plan and Disclosure Statement may be made except under the terms hereof and section 1125 of the Bankruptcy Code after conditional approval of the Disclosure Statement. If you are entitled to vote to approve the Plan, you are receiving a Ballot with your notice of this Combined Plan and Disclosure Statement. The Debtors urge you to vote to accept the Plan.

This Combined Plan and Disclosure Statement has been prepared in accordance with sections 1125 and 1129 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3017, and Local Rule 3017-2, and not in accordance with federal or state securities law or other applicable non-bankruptcy law. Persons or Entities trading in or otherwise purchasing, selling, or transferring Claims against, or Interests in, the Debtors should evaluate this Combined Plan and Disclosure Statement in light of the purpose for which it was prepared. This Combined Plan and Disclosure Statement shall not be construed to be advice on the tax, securities, or other legal effects of this Combined Plan and Disclosure Statement as to Holders of Claims against or Interests in the Debtors.

There has been no independent audit of the financial information contained in this Combined Plan and Disclosure Statement except as expressly indicated herein. This Combined Plan and Disclosure Statement was compiled from information obtained from numerous sources believed to be accurate to the best of the Debtors' knowledge, information, and belief. This Combined Plan and Disclosure Statement was not filed with the Securities and Exchange Commission or any state authority and neither the Securities and Exchange Commission nor any state authority has passed upon the accuracy, adequacy, or merits of this Combined Plan and Disclosure Statement. Neither this Combined Plan and Disclosure Statement nor the solicitation of votes to accept or reject the Plan constitutes an offer to sell, or the solicitation of an offer to buy, securities in any state or jurisdiction in which such offer or solicitation is not authorized.

This Combined Plan and Disclosure Statement may contain “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as “may,” “expect,” “anticipate,” “estimate,” or “continue” or the negative thereof or other variations thereon or comparable terminology. The reader is cautioned that all forward looking statements are necessarily speculative and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements.

Any projected recoveries to Creditors set forth in this Combined Plan and Disclosure Statement are based upon the analyses performed by the Debtors and their advisors. Although the Debtors and their advisors have made every effort to verify the accuracy of the information presented herein, the Debtors and their advisors cannot make any representations or warranties regarding the accuracy of the information.

Nothing herein shall be deemed or construed as an admission of any fact or liability by any party, or be admissible in any proceeding involving the Debtors or any other party. The statements contained herein are made as of the date hereof, unless another time is specified. The delivery of this Combined Plan and Disclosure Statement shall not be deemed or construed to create any implication that the information contained herein is correct at any time after the date hereof.

It is the opinion of the Debtors and the Creditors’ Committee that the treatment of Creditors under the Plan contemplates a greater recovery than that which is likely to be achieved under other alternatives for the Debtors. Accordingly, the Debtors and the Creditors’ Committee believe that confirmation of the Plan is in the best interests of Creditors, and the Debtors and the Creditors’ Committee recommend that Creditors support and vote to accept the Plan.

I. INTRODUCTION

The Debtors propose this Combined Plan and Disclosure Statement under sections 1125 and 1129 of the Bankruptcy Code and Local Rule 3017-2. The Debtors and the Creditors' Committee support this Combined Plan and Disclosure Statement and encourage the Holders of Impaired Claims entitled to vote hereunder to vote to accept this Combined Plan and Disclosure Statement. This Combined Plan and Disclosure Agreement also constitutes a settlement of various Claims and Causes of Action and approval of such settlement will provide for the funding required for the Plan to be confirmed and for occurrence of the Effective Date under the Plan.

This Combined Plan and Disclosure Statement contemplates the creation of a Wind-Down Trust and Liquidating Trust from which, under the terms of this Combined Plan and Disclosure Statement, the Wind-Down Trust Agreement, and the Liquidating Trust Agreement, Distributions shall be made for the benefit of Holders of various Allowed Claims.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article VI of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. Treatment of the Creditors in a consolidated fashion and making Distributions from a single fund to Holders of Allowed Claims is a non-severable aspect of the Global Settlement embodied in the Plan. The Plan does not contemplate substantive consolidation of any of the Debtors.

Class	Type	Status Under Plan	Voting Status	Projected Recovery	Estimated Amount²
1	Prepetition Term Loan Claims	Impaired	Entitled to Vote	70%	\$25,049,700.47
2	Other Secured Claims	Unimpaired	Deemed to Accept	100%	\$4,149,188.64
3	Other Priority Claims; Priority Tax Claims	Unimpaired	Deemed to Accept	100%	\$341,098.19
4	General Unsecured Claims	Impaired	Entitled to Vote	2.7-4.0%	\$66,421,232.45
5	CWI and Bostick Unsecured Claims	Impaired	Entitled to Vote	2.7-4.0%	\$12,477,280.28
6	Intercompany Claims	Impaired	Deemed to Reject	0%	N/A
7	Intercompany Equity Interests	Impaired	Deemed to Reject	0%	N/A
8	Parent Equity Interests	Impaired	Deemed to Reject	0%	N/A

² The estimated amount reflects the aggregate amount of Claims in each Class and excludes Claims that have been satisfied.

II. DEFINITIONS AND CONSTRUCTION OF TERMS

A. Definitions

As used herein, the following terms have the respective meanings specified below, unless the context otherwise requires:

1. “**363 Sales**” means the sales of substantially all of the Debtors’ Assets as set forth in, and in accordance with, the 363 Sale Documents, including the sale of the CT Assets, CTL Assets, MCT Assets, CCC Assets, and the CTTS Repair Assets.

2. “**363 CCC Sale Agreement**” means that certain Asset Purchase Agreement, dated as of August 25, 2020, by and among Bulk Transport Company East, Inc., as CCC Purchaser, and CCC and certain of its subsidiaries, as sellers, together with all schedules and exhibits, and as may be amended, modified, or supplemented from time to time.

3. “**363 CT Sale Agreement**” means that certain Asset Purchase Agreement, dated as of June 22, 2020, by and among Bulk Transport Company, East, Inc., as CT Purchaser, and CT and certain of its subsidiaries, as sellers, together with all schedules and exhibits, and as may be amended, modified, or supplemented from time to time.

4. “**363 CTL Sale Agreement**” means that certain Asset Purchase Agreement, dated as of May 18, 2020, by and among Adams Resources & Energy, Inc. and Service Transport Company, as CTL Purchaser, and CTL and certain of its subsidiaries, as sellers, together with all schedules and exhibits, and as may be amended, modified, or supplemented from time to time.

5. “**363 CTTS Repair Sale Agreement**” means that certain Asset Purchase Agreement, dated as of August 24, 2020, by and among Twin State Trailers, LLC, as CTTS Repair Purchaser, and CTTS Repair and certain of its subsidiaries, as sellers, together with all schedules and exhibits, and as may be amended, modified, or supplemented from time to time.

6. “**363 MCT Sale Agreement**” means that certain Asset Purchase Agreement, dated as of June 24, 2020, by and among Contract Freighters, Inc., as MCT Purchaser, and MCT and certain of its subsidiaries, as sellers, together with all schedules and exhibits, and as may be amended, modified, or supplemented from time to time.

7. “**363 Sale Documents**” means the 363 CT Sale Agreement, the 363 CTL Sale Agreement, the 363 MCT Sale Agreement, the 363 CCC Sale Agreement, the 363 CTTS Repair Sale Agreement, the 363 Sale Orders, and all documents, instruments, and agreements executed and delivered in connection therewith.

8. “**363 Sale Motions**” means the CT Sale Motion, the CTL Sale Motion, the MCT Sale Motion, the CCC Sale Motion, and the CTTS Repair Sale Motion.

9. “**363 Sale Orders**” means the CT Sale Order, the CTL Sale Order, the MCT Sale Order, the CCC Sale Order, and the CTTS Repair Sale Order.

10. “**Acquired Assets**” means all Assets transferred, conveyed, sold, and assigned to the Purchaser under and in connection with the consummation of the 363 Sales under the 363 Sale Documents, which are set forth in more detail in the 363 Sale Agreement.

11. “**Administrative Expense Claim**” means any Claim constituting an actual, necessary cost or expense of administering the Chapter 11 Cases under sections 503(b) and 507(a)(2) of the Bankruptcy Code including, without limitation, (a) any actual and necessary costs and expenses of preserving the Estates, (b) any fees or charges assessed against the Estates under section 1930 of chapter 123 of title 28 of the United States Code, and (c) all Claims arising under section 503(b)(9) of the Bankruptcy Code.

12. “**Administrative Expense Claim Bar Dates**” means the Interim Administrative Expense Claims Bar Date, the Second Interim Administrative Expense Claims Bar Date, and the Third Interim Administrative Expense Claims Bar Date.

13. “**Adversary Proceeding**” means the adversary proceeding commenced by the Creditors’ Committee, captioned *Official Committee of Unsecured Creditors v. Commercial Warehousing, Inc., et al.*, Adv. Pr. No. 20 - 50834 (LSS).

14. “**Allowed**” means, with respect to Claims: (a) any Claim, proof of which was timely Filed (or for which Claim, under this Combined Plan and Disclosure Statement, the Bankruptcy Code, or a Final Order of the Bankruptcy Court, a proof of Claim is not or shall not be required to be Filed); (b) any Claim which has been or hereafter is listed by the Debtors in the Schedules as liquidated in amount and not disputed or contingent and for which no proof of Claim has been Filed; or (c) any Claim expressly allowed under this Combined Plan and Disclosure Statement or a Final Order of the Bankruptcy Court; *provided* that any Claim described in clauses (a) and (b) 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 within the applicable period fixed by this Combined Plan and Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such objection is interposed and the Claim is subsequently Allowed by a Final Order; *provided, further*, that Claims Allowed solely for purposes of voting on this Combined Plan and Disclosure Statement under an Order of the Bankruptcy Court shall not be considered “Allowed” Claims hereunder. An Allowed Claim shall be net of any valid setoff exercised with respect to such Claim under the provisions of the Bankruptcy Code and applicable law. Moreover, any portion of a Claim that is satisfied, released, or waived during the Chapter 11 Cases is not an Allowed Claim. Unless otherwise specified in this Combined Plan and Disclosure Statement, in section 506(b) of the Bankruptcy Code, or by Final Order of the Bankruptcy Court, “Allowed” Claims shall not, for purposes of Distributions under this Combined Plan and Disclosure Statement, include interest on such Claim accruing from and after the Petition Date.

15. “**Assets**” means all tangible and intangible assets of every kind and nature of the Debtors and the Estates within the meaning of section 541 of the Bankruptcy Code, including the CT Assets, the CTL Assets, the MCT Assets, the CCC Assets, the CTTS Repair Assets, the Remaining Assets and the De Minimis Assets.

16. “**Avoidance Actions**” means all rights to avoid transfers or distributions and recover any such avoided transfers or distributions for the benefit of the Estates under chapter 5 of

the Bankruptcy Code or otherwise, including, but not limited to, Bankruptcy Code sections 506(d), 541, 542, 543, 544, 545, 547, 548, 549, 550, or 553, or otherwise under the Bankruptcy Code or under similar or related state or federal statutes and common law, including, without limitation, all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims, rights, and causes of action, whether or not demand has been made or litigation has been commenced as of the Effective Date to prosecute such Avoidance Actions; *subject, however*, to any releases thereof provided in this Combined Plan and Disclosure Statement, the Plan Confirmation Order, the DIP Order, the 363 Sale Order, or any other Final Order of the Bankruptcy Court (including the Settlement Releases).

17. “**Ballot**” means the ballot on which each Holder of a Claim entitled to vote on the acceptance or rejection of this Combined Plan and Disclosure Statement casts such vote.

18. “**Balloting Agent**” means Donlin, Recano & Company, Inc.

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

20. “**Bankruptcy Court**” or “**Court**” means the United States Bankruptcy Court for the District of Delaware, having jurisdiction over the Chapter 11 Cases, or if such Court ceases to exercise jurisdiction over the Chapter 11 Cases, such court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases in lieu of the United States Bankruptcy Court for the District of Delaware.

21. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, promulgated by the Supreme Court of the United States under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as well as the general, local and chambers rules of the Bankruptcy Court, as now in effect or hereafter amended.

22. “**Beneficiary**” means, with respect to the Liquidating Trust or Wind-Down Trust, as applicable, any Holder of an Allowed Claim or Allowed Interest that may, or that is entitled to, receive a Distribution from the Liquidating Trust or Wind-Down Trust, as applicable, under the terms of this Combined Plan and Disclosure Statement.

23. “**Bostick**” means R. Mark Bostick.

24. “**Bostick Unsecured Claim**” means any General Unsecured Claim asserted by Bostick against the Debtors’ Estates.

25. “**Business Day**” means any day other than a Saturday, Sunday, or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order.

26. “**Cash**” means legal tender of the United States of America and equivalents thereof.

27. “**Causes of Action**” means all claims, actions (including the Avoidance Actions), D&O Claims, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises,

variances, trespasses, damages, judgments, equitable remedies, third-party claims, counterclaims, and crossclaims of any Debtor and/or any of the Estates against any Person, based in law or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, and any and all commercial tort claims against any Person; *subject, however*, to any releases provided in this Combined Plan and Disclosure Statement, the Plan Confirmation Order, the DIP Order, the 363 Sale Order, or any other Final Order of the Bankruptcy Court. For avoidance of doubt, the term “Causes of Action” shall include any and all Challenges (as defined under the DIP Order).

28. “**CCC**” means CCC Transportation, LLC, a Delaware corporation, one of the Debtors in these Chapter 11 Cases.

29. “**CenterState**” means South State Bank, N.A. f/k/a CenterState Bank, N.A., as successor by merger to Platinum Bank. On June 8, 2020, South State Bank, N.A. merged with CenterState.

30. “**Chapter 11 Cases**” means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors, styled as Comcar Industries, Inc., *et al.*, under Case No. 20-11120 (LSS), currently pending in the Bankruptcy Court.

31. “**Chief Restructuring Officer**” means Andrew Hinkelman of FTI Consulting Inc.

32. “**Claim**” has the meaning set forth in section 101(5) of the Bankruptcy Code.

33. “**Claims Agent**” means Donlin, Recano & Company, Inc.

34. “**Claims Objection Deadline**” means the date that is one hundred and eighty (180) days after the Effective Date or such later date as may be approved by the Bankruptcy Court.

35. “**Class**” means any group of substantially similar Claims or Interests classified by this Combined Plan and Disclosure Statement under sections 1122 and 1123(a)(1) of the Bankruptcy Code.

36. “**Combined Plan and Disclosure Statement**” or “**Plan**” means this combined disclosure statement and chapter 11 plan of liquidation including, without limitation, all exhibits, supplements, appendices, and schedules hereto, either in their present form or as the same may be altered, amended, or modified from time to time through and including the Effective Date.

37. “**Comcar**” means Comcar Industries, Inc., a Florida corporation, one of the Debtors in these Chapter 11 Cases, and the ultimate parent entity of the Debtors.

38. “**Complaint**” means the Complaint filed by the Creditors’ Committee, commencing the Adversary Proceeding against CWI, as amended from time to time.

39. “**Consummation**” or “**Consummate**” means the occurrence of or to achieve the Effective Date.

40. “**Creditor**” means any Person that is the Holder of an Allowed Claim against any of the Debtors.

41. “**Creditors’ Committee**” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Cases.

42. “**CT**” means CT Transportation, LLC, a Delaware corporation, one of the Debtors in these Chapter 11 Cases.

43. “**CTL**” means CTL Transportation, LLC, a Delaware corporation, one of the Debtors in these Chapter 11 Cases.

44. “**CTTS Repair**” means Commercial Truck & Trailer Sales, Inc., a Florida corporation, one of the Debtors in these Chapter 11 Cases.

45. “**CCC Sale Motion**” means the *Motion of the Debtors for Entry of an Order (I) Authorizing the Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sellers to Assume and Assign Certain Executory Contracts, and (III) Granting Other Related Relief* [Docket No. 495].

46. “**CT Sale Motion**” means the *Motion of the Debtors for Entry of an Order (I) Authorizing the Private Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sellers to Lease Certain Nonresidential Real Property to the Purchaser, (III) Authorizing the Sellers to Assume and Assign Certain Executory Contracts, and (IV) Granting Other Related Relief* [Docket No. 23].

47. “**CTL Sale Motion**” means the *Motion of the Debtors for Entry of an Order (I) Authorizing the Private Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sellers to Lease Certain Nonresidential Real Property Located in St. Gabriel, Louisiana, Mobile, Alabama, Jacksonville, Florida, Tampa, Florida, Atlanta, Georgia, and Angleton, Texas to the Purchaser, (III) Authorizing the Sellers to Assume and Assign Certain Executory Contracts, and (IV) Granting Other Related Relief* [Docket No. 24].

48. “**CTTS Repair Sale Motion**” means the *Motion of the Debtors for Entry of an Order (I) Authorizing the Sale of Certain Assets of Commercial Truck and Trailer Sales, Inc. Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sale and Lease of Certain Real Estate and Improvements Thereon, and (III) Granting Related Relief* [Docket No. 496].

49. “**CT Sale Order**” means *Order (I) Authorizing the Private Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sellers to Lease Certain Nonresidential Real Property to the Purchaser (III) Authorizing the Sellers to Assume and Assign Certain Executory Contracts, (IV) Approving Bidder Protections, and (V) Granting Other Related Relief* [Docket No. 329].

50. “**CTL Sale Order**” means the *Order (I) Authorizing the Private Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sellers to Lease Certain Nonresidential Real Property Located in St. Gabriel, Louisiana,*

Mobile, Alabama, Jacksonville, Florida, Tampa, Florida, Atlanta, Georgia, and Angleton, Texas to the Purchaser, (III) Authorizing the Sellers to Assume and Assign Certain Executory Contracts, (IV) Approving Bidder Protections, and (V) Granting Other Related Relief [Docket No. 330].

51. “**CCC Sale Order**” means the Order (I) Authorizing the Sale of Certain Assets of CCC Transportation, LLC Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sale of Certain Nonresidential Real Property Located in Newberry, Florida, (III) Authorizing the Sellers to Assume and Assign Certain Executory Contracts, and (IV) Granting Other Related Relief [Docket No. 667].

52. “**CTTS Repair Sale Order**” means the Order (I) Authorizing the Sale of Certain Assets of Commercial Truck and Trailer Sales, Inc. Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sale and Lease of Certain Real Estate and Improvements Thereon, and (III) Granting Other Related Relief [Docket No. 653].

53. “**Cure Notices**” means all notices to counterparties to Executory Contracts, including those Filed by the Debtors at Docket Nos. 120, 121, 122, 125, and 523, and including all amendments and supplements thereto and any additional such notices that may be Filed and served from time to time.

54. “**CWI**” means Commercial Warehousing, Inc. and any of its affiliates.

55. “**CWI Unsecured Claim**” means any General Unsecured Claim asserted by CWI against the Debtors’ Estates.

56. “**CWI-Owned Real Estate**” means the parcels of real estate as to which the Debtors hold or held a purchase option to purchase the equity of the special purpose entity that owns the fee title to such real estate, a listing of which, as of the Petition Date, is attached hereto as **Exhibit B**.

57. “**D&O Claims**” means those certain claims and Causes of Action (together with any proceeds thereof, including any proceeds of the D&O Insurance) held by the Debtors and their estates against their current or former officers and directors, solely in their capacities as such, including those claims that are not currently asserted in, but could be asserted against them, and without limitation, the claims asserted or referenced in that certain letter from the Creditors’ Committee to the Debtors’ insurance carriers dated September 4, 2020, or as thereafter embodied in a draft or filed complaint pertaining thereto. The D&O Claims shall not include Claims against the Released Parties and the Exculpated Parties, but shall include any Causes of Action, whether or not asserted, against CWI and Bostick and their Related Persons.

58. “**D&O Insurance**” means all primary and excess Insurance Policies that provide coverage for liability related to the actions or omissions of the Debtors’ Directors and Officers, and, if applicable, “tail” or “runoff” coverage for such policies.

59. “**Debtor-Owned Real Estate**” means the parcels of real estate fee title to which as of the Petition Date is or was owned by any of the Debtors, a summary of which is attached hereto as **Exhibit A**.

60. “**Debtor Releases**” means the release set forth in Article XII.F.1 of this Combined Plan and Disclosure Statement.

61. “**Debtors**” means 9th Place Newberry, LLC; 16th Street Pompano Beach, LL; CCC Spotting, LLC; CCC Transportation, LLC; Charlotte Avenue Auburndale, LLC; Coastal Transport, Inc.; Coastal Transport Logistics, LLC; Comcar Industries, Inc.; Comcar Logistics, LLC; Comcar Properties, Inc.; Commercial Carrier Corporation; Commercial Carrier Logistics, LLC; Commercial Truck and Trailer Sales Inc.; Cortez Blvd. Brooksville, LLC; CT Transportation, LLC; CTL Distribution, Inc.; CTL Distribution Logistics, LLC; CTL Transportation, LLC; CTTS Leasing, LLC; Detsco Terminals, Inc.; Driver Services, Inc.; East Broadway Tampa, LLC; East Columbus Drive Tampa, LLC; Fleet Maintenance Services, LLC; MCT Transportation, LLC; Midwest Coast Logistics, LLC; Midwest Coast Transport, Inc.; New Kings Road Jacksonville, LLC; Old Winter Haven Road Auburndale, LLC; W. Airport Blvd. Sanford, LLC; Willis Shaw Logistics, LLC; and WSE Transportation, LLC.

62. “**Debtors in Possession**” means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases under sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

63. “**Deficiency Claim**” means any portion of a Secured Claim (a) to the extent the value of the Holder’s interest in the Estate property securing such Claim is less than the amount of such Claim, or (b) to the extent the amount of a Claim subject to setoff is less than the amount of the Claim, each as determined by the Bankruptcy Court under section 506(a) of the Bankruptcy Code.

64. “**DIP Collateral**” means all property of the Debtors’ Estates encumbered by the Liens granted by the Debtors, (*provided, however,* with respect to the Debtors’ non-residential real property leases, any Liens granted extend only to the proceeds realized upon the sale, assignment, termination or other disposition of such leases, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds), excluding claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law, but including any proceeds or property recovered from Avoidance Actions, as further described in the DIP Order.

65. “**DIP Facility**” shall mean that certain *Senior Secured Priming and Superpriority Debtor-in-Possession Credit Agreement*, dated as of May 17, 2020 (attached as Exhibit B to the motion seeking entry of the DIP Order) as approved by the DIP Order, which DIP Facility was paid and satisfied in full on July 8, 2020, following the indefeasible payment and satisfaction of the DIP Obligations, but under which the Debtors continue to use cash collateral with the consent of the Prepetition Term Loan Agent.

66. “**DIP Lenders**” shall mean FIE and Sterling National Bank (as successor-in-interest to NewStar Business Credit, LLC).

67. “**DIP Obligations**” shall mean all liabilities and obligations of the Debtors to the DIP Lenders in connection with the DIP Facility. The DIP Obligations for money loaned were

indefeasibly paid and satisfied in full on July 8, 2020 and the Debtors have remaining adequate protection obligations thereunder on account of their continued use of cash collateral.

68. “**DIP Order**” shall mean the *Final Order (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Authorizing the Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, (III) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, (IV) Granting Liens and Superpriority Claims, and (V) Modifying Automatic Stay* [Docket No. 370], which the Bankruptcy Court entered on July 2, 2020, and as may be amended by any subsequent order of the Bankruptcy Court.

69. “**Directors and Officers**” means the current and former directors and officers of the Debtors.

70. “**Disputed**” means any Claim that is or hereafter may be listed on the Schedules as disputed, contingent, or unliquidated for which no proof of claim has been filed, or which is objected to in whole or in part prior to the Claims Objection Deadline and has not been Allowed in whole or in part by settlement or Final Order.

71. “**Distribution**” means Cash, property, interests in property or other value distributed to Holders of Allowed Claims, or their designated agents, or Beneficiaries, as applicable, under this Combined Plan and Disclosure Statement, Wind-Down Trust Agreement and the Liquidating Trust Agreement.

72. “**Distribution Date**” means the date determined by the Liquidating Trustee when Distributions shall be made to Holders of Allowed General Unsecured Claims and Allowed CWI and Bostick Claims, as applicable, under the Plan.

73. “**Distribution Record Date**” means the record date for purposes of making Distributions under the Plan on account of Allowed Claims, which date shall be the Effective Date.

74. “**Effective Date**” means the date on which the conditions specified in Article XIII.B. of this Combined Plan and Disclosure Statement have been satisfied or waived and the transactions contemplated hereunder have been consummated.

75. “**Entity**” means an entity as defined in section 101(15) of the Bankruptcy Code.

76. “**Estates**” means the estates of the Debtors created upon the commencement of the Chapter 11 Cases, including all of the Debtors’ Assets.

77. “**Exculpated Party**” means, collectively, and in each case in its capacity as such: as of the Petition Date through the Effective Date, (i) the Debtors, (ii) the Creditors’ Committee and members of the Creditors’ Committee (solely in their capacity as members of the Creditors’ Committee), (iii) FTI Consulting, Inc., (iv) Tobias S. Keller (current Independent Director and sole member of restructuring committee of the board), (v) Andrew Hinkelman (current Chief Restructuring Officer), (vi) Eric Crossman (current Vice President), (vii) Michele Baum (current Chief Financial Officer), and (viii) each of their respective Related Persons to the extent such Related Persons serve as fiduciaries of the Estates, and (ix) the Debtors’ other Directors and

Officers as of the Petition Date through the Effective Date. For avoidance of doubt, Bostick shall not be an Exculpated Party.

78. “**Executory Contract**” means any executory contract or unexpired lease as of the Effective Date between the Debtors and any other Person or Persons.

79. “**Face Amount**” means (a) when used in reference to a Disputed Claim, the full stated amount of the Claim asserted by the applicable Holder in any Proof of Claim timely Filed with the Bankruptcy Court and (b) when used in reference to an Allowed Claim, the Allowed amount of such Claim.

80. “**FIE**” means B2 FIE VII LLC and B2 FIE VIII LLC.

81. “**File**”, “**Filed**”, or “**Filing**” means file, filed, or filing with the Bankruptcy Court in the Chapter 11 Cases or any other related proceedings.

82. “**Final Order**” means an Order of the Bankruptcy Court or a Court of competent jurisdiction to hear appeals from the Bankruptcy Court, that has not been reversed, stayed, modified, or amended and as to which the time to appeal, to petition for certiorari, or to move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending; *provided, however*, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be Filed with respect to such order shall not cause such order not to be a Final Order.

83. “**First Day Motions**” has the meaning set forth in Article III.F.2. of this Combined Plan and Disclosure Statement.

84. “**General Administrative Expense Claim**” means any Administrative Expense Claim, but not any Professional Fee Administrative Claim.

85. “**General Bar Date**” means July 31, 2020, at 4:00 p.m. (prevailing Eastern Time), the deadline for each Person or Entity, including without limitation, individuals, partnerships, corporations, joint ventures, and trusts, other than Governmental Units, to file a proof of Claim against any of the Debtors for a Claim that arose prior to the Petition Date, including a Claim against any Debtor for the value of goods sold to the Debtors in the ordinary course of business and received by the Debtors within twenty (20) days before the Petition Date.

86. “**General Unsecured Claim**” means any Claim against the Debtors that arose or is deemed or determined by the Bankruptcy Code or Bankruptcy Court, as the case may be, to have arisen before the Petition Date and that is not: (i) a Secured Claim, (ii) an Administrative Expense Claim, (iii) a Professional Fee Administrative Claim (iv) a Priority Tax Claim, (v) an Other Priority Claim or any other Claim entitled to priority under the Bankruptcy Code or any order of the Bankruptcy Court, or (vi) any Claim that constitutes an Interest. For the avoidance of doubt, General Unsecured Claims shall include Rejection Damages Claims and Deficiency Claims, if any. For avoidance of doubt, pursuant to the Global Settlement, the Prepetition Term Loan Secured Parties will waive any Distributions from the Liquidating Trust on account of the Prepetition Term Loan Deficiency Claim or any other Claim.

87. “**Global Settlement**” means the settlement incorporated into and described in Article VI.B. of the Plan between the Debtors, the Creditors’ Committee and FIE, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019.

88. “**Global Settlement Releases**” means those broad releases provided for under the Plan, which include a release of all Claims and Causes of Action against FIE and its Related Persons.

89. “**Governmental Unit**” has the meaning set forth in section 101(27) of the Bankruptcy Code.

90. “**Governmental Unit Bar Date**” means November 13, 2020 at 4:00 p.m. (prevailing Eastern Time), the deadline for Governmental Units to file a proof of Claim against any of the Debtors for a Claim that arose prior to the Petition Date.

91. “**GUC Cash Pool**” means Cash in the amount of \$2.15 million, which shall be funded by the Debtors to the Liquidating Trust on or before the Effective Date.

92. “**Holder**” means the legal or beneficial holder of any Claim or Interest.

93. “**Impaired**” means, when used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

94. “**Impaired Class**” means a Class of Claims or Interests that is Impaired.

95. “**Independent Director**” means Tobias S. Keller, the independent director of the Debtors, solely in such capacity.

96. “**Insurance Policies**” means all insurance policies of the Debtors, including any D&O Insurance Policies.

97. “**Intercompany Claims**” means (i) any account reflecting intercompany book entries by one Debtor with respect to the other Debtor, or (ii) any Claim that is not reflected in such book entries and is held by a Debtor against the other Debtor, in each case accruing before or after the Petition Date through the Effective Date, including, but not limited to, any Claim for reimbursement, payment as guarantor or surety, or (iii) any Claim for contribution or expenses that was allocable between the Debtors.

98. “**Interest**” means any equity or membership interest in any Debtor.

99. “**Interim Administrative Expense Claims Bar Date**” means July 31, 2020 at 4:00 p.m. (prevailing Eastern Time) -- that date by which Claimants asserting administrative claims arising between the Petition Date and June 30, 2020 were required to file a request for an Administrative Expense Claim.

100. “**Interim Administrative Expense Claims Period**” means the period of time from on or after the Petition Date through and including June 30, 2020.

101. “**Interim Compensation Order**” means the *Administrative Order Establishing Procedures For Interim Compensation And Reimbursement Of Expenses Of Professionals*, entered by the Bankruptcy Court on June 17, 2020 [Docket No. 213].

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

103. “**IRS**” means the Internal Revenue Service of the United States of America.

104. “**Lien**” means any mortgage, pledge, deed of trust, assessment, security interest, lease, lien, adverse claim, levy, charge, right of first refusal or surrender right, or other encumbrance of any kind, including any “lien” as defined in section 101(37) of the Bankruptcy Code.

105. “**Liquidating Trust**” means the trust established on behalf of the Debtors on the Effective Date as described in Article VIII of this Combined Plan and Disclosure Statement and in accordance with the Plan Confirmation Order and Liquidating Trust Agreement.

106. “**Liquidating Trust Advisors**” means any firm(s) or individual(s) retained by the Liquidating Trustee to serve as the Liquidating Trustee’s legal counsel or provide other professional services in connection with the performance of the Liquidating Trustee’s duties and responsibilities under this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement.

107. “**Liquidating Trust Agreement**” means the trust agreement, in form and substance acceptable to the Debtors and the Creditors’ Committee, which acceptance not to be unreasonably withheld, conditioned or delayed, to be executed by the Debtors and the Liquidating Trustee as of the Effective Date, establishing the Liquidating Trust described in Article VIII of this Combined Plan and Disclosure Statement, and which shall be filed in draft form as part of the Plan Supplement.

108. “**Liquidating Trust Assets**” means (i) the GUC Cash Pool, (ii) all Causes of Action and recoveries resulting from the prosecution of any Causes of Action, including the proceeds of Avoidance Actions (other than Causes of Action against the Released Parties and the Exculpated Parties), which shall be carved-out from the Prepetition Term Loan Collateral and DIP Collateral, (iii) recoveries resulting from the outcome of the Adversary Proceeding, and (iv) all assets transferred to the Liquidating Trust from the Wind-Down Trust following full and complete satisfaction of (a) the Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed Prepetition Term Loan Claims in accordance with the Plan, and (b) Wind-Down Trust Operating Expenses.

109. “**Liquidating Trust Operating Expenses**” means the overhead and other operational expenses of the Liquidating Trust including, but not limited to, (i) reasonable compensation for the Liquidating Trustee in accordance with the Liquidating Trust Agreement, (ii) costs and expenses incurred by the Liquidating Trustee in administering the Liquidating Trust, (iii) Statutory Fees incurred on account of disbursements from the Liquidating Trust after the Effective Date, and (iv) any fees and expenses payable to the Liquidating Trust Advisors.

110. “**Liquidating Trust Operating Reserve**” means the reserve established by the Liquidating Trustee from the Liquidating Trust Assets from time to time deemed necessary by the Liquidating Trustee to satisfy the anticipated Liquidating Trust Operating Expenses.

111. “**Liquidating Trustee**” means the Person or Persons selected by the Creditors’ Committee and appointed to administer the Liquidating Trust, which Person shall be disclosed in the Plan Supplement, with such rights, duties, and obligations as set forth in this Combined Plan and Disclosure Statement, the Plan Confirmation Order and in the Liquidating Trust Agreement.

112. “**Liquidation Analysis**” means the Debtors’ analysis of the hypothetical value of their assets, Allowed Claims, costs of liquidation and funds available for distributions as contemplated by 11 U.S.C. §1129(a)(7)(A)(2), which is attached to this Combined Plan and Disclosure Statement as **Exhibit C**.

113. “**Local Rules**” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, as amended from time to time.

114. “**MCT Sale Motion**” means the *Motion of the Debtors for Entry of an Order (I) Authorizing the Debtors to Enter Into the Purchase Agreement; (II) Approving the Sale of the Acquired Assets of Midwest Coast Transport, Inc. Free and Clear of All Liens, Claims, Encumbrances and Other Interests; (III) Authorizing the Debtors to Take All Actions Necessary to Consummate the Private Sale; (IV) Authorizing the Debtors to Assume and Assign Certain Executory Contracts; (V) Approving Bidder Protections; and (VI) Granting Related Relief* [Docket No. 25].

115. “**MCT Sale Order**” means the *Order (I) Authorizing the Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Sellers to Assume and Assign Certain Executory Contracts, (III) Approving Bidder Protections, and (IV) Granting Other Related Relief* [Docket No. 331].

116. “**Objection Deadline**” means on or before 4:00 p.m. (prevailing Eastern Time), on the date fixed by the Bankruptcy Court for objections to confirmation of the Plan and final approval of the Disclosure Statement.

117. “**Order**” means an order, opinion, or judgment of the Bankruptcy Court as entered on the docket of the Chapter 11 Cases.

118. “**Other Priority Claim**” means any Claim accorded priority in right of payment under Bankruptcy Code section 507(a), that is not otherwise a Priority Tax Claim, an Administrative Expense Claim, or a Professional Fee Administrative Claim.

119. “**Person**” means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated association or organization, a governmental unit or any agency or subdivision thereof or any other entity.

120. “**Petition Date**” means May 17, 2020, the date on which the Debtors commenced these Chapter 11 Cases.

121. “**Plan Confirmation Date**” means the date on which the Bankruptcy Court enters the Plan Confirmation Order.

122. “**Plan Confirmation Hearing**” means the hearing to be held by the Bankruptcy Court to consider final approval and confirmation of this Combined Plan and Disclosure Statement, as such hearing may be adjourned or continued from time to time.

123. “**Plan Confirmation Order**” means an order entered by the Bankruptcy Court approving the Disclosure Statement on a final basis and confirming this Combined Plan and Disclosure Statement under sections 1125 and 1129 of the Bankruptcy Code.

124. “**Plan Documents**” means this Combined Plan and Disclosure Statement, the Plan Confirmation Order, the Plan Supplements, and all of the exhibits and schedules attached to any of the foregoing.

125. “**Plan Supplement**” means the appendix of schedules and exhibits to be Filed at least ten (10) days prior to the Plan Confirmation Hearing containing, among other things, (i) the Liquidating Trust Agreement, as may be amended, modified, and supplemented, (ii) the Wind-Down Trust Agreement, as may be amended, modified, and supplemented, (iii) the identification and compensation of the Wind-Down Trustee and Liquidating Trustee, which unless provided for herein, such documents shall be reasonably acceptable to the Debtors, Creditors’ Committee and FIE, and (iv) the Wind-Down Budget.

126. “**Post-Effective Date Debtor Account**” means the Debtors’ bank account or accounts funded in the amount not less than \$2,920,000.00 used to fund all expenses and payments that are the responsibility of the Post-Effective Date Debtors in connection with the wind-down.

127. “**Post-Effective Date Debtors**” means the Debtors, the Wind-Down Trustee, or any successor thereto after the Effective Date responsible for winding down the Debtors’ Estates and implementing the terms of the Plan.

128. “**Prepetition ABL Agent**” means Sterling National Bank (as successor-in-interest to NewStar Business Credit, LLC).

129. “**Prepetition ABL Claims**” means any Claims arising under the Prepetition ABL Facility.

130. “**Prepetition ABL Credit Agreement**” means that certain *Loan and Security Agreement*, dated as of December 19, 2014, by and among Comcar and other parties designated as “borrower” party thereto, the lenders party thereto and Sterling National Bank, as administrative agent (as successor-in-interest to NewStar Business Credit, LLC).

131. “**Prepetition ABL Facility**” means that prepetition secured credit facility in the aggregate principal amount of approximately \$25 million under the Prepetition ABL Credit Agreement.

132. “**Prepetition ABL Lenders**” means the parties designated as lenders to the Prepetition ABL Credit Agreement.

133. “**Prepetition ABL Secured Parties**” means the Prepetition ABL Agent and the Holders of the Prepetition ABL Claims.

134. “**Prepetition Term Loan Agent**” means U.S. Bank National Association, as disbursing agent and collateral agent under the Prepetition Term Loan Facility.

135. “**Prepetition Term Loan Claims**” means Claims arising under the Prepetition Term Loan Facility.

136. “**Prepetition Term Loan Collateral**” means the collateral granted or pledged by the Debtors to the Prepetition Term Loan Secured Parties pursuant to any Prepetition Term Collateral Document or any other Prepetition Term Loan Document.

137. “**Prepetition Term Loan Deficiency Claim**” means the Prepetition Term Loan Claim that is a Deficiency Claim.

138. “**Prepetition Term Loan Documents**” means that certain *Second Amended and Restated Credit Agreement* dated November 16, 2016, by and between Comcar and certain of its affiliates, each as a borrower, and B2 FIE VIII LLC, as lender thereunder, and U.S. Bank National Association, as disbursing agent and collateral agent, together with any other agreements executed or delivered in connection therewith (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date) and, collectively with any other agreements executed or delivered in connection therewith, and all other “Loan Documents” as defined therein, each as may be amended, restated, supplemented, or otherwise modified from time.

139. “**Prepetition Term Loan Facility**” means the term loans in an aggregate principal amount of not more than \$26 million provided pursuant to the terms and conditions set forth in Prepetition Term Loan Documents.

140. “**Prepetition Term Loan Secured Parties**” means FIE, U.S. Bank National Association, and any other holder of Prepetition Term Loan Claims.

141. “**Priority Tax Claim**” means a Claim that is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

142. “**Privilege**” means the attorney client privilege, work product protections or other immunities (including without limitation those related to common interests or joint defenses with other parties), or protections from disclosure of any kind held by the Debtors or their Estates.

143. “**Pro Rata**” means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class (for the avoidance of doubt, with respect to any Distributions from the Liquidating Trust, “Pro Rata” means the proportion that an Allowed Claim in Class 4 and Class 5 bears to the aggregate amount of all Allowed Claims in Class 4 and Class 5, respectively).

144. “**Professional**” means any professional Person employed by the Debtors or the Creditors’ Committee in the Chapter 11 Cases under section 327, 363, or 1103 of the Bankruptcy Code or otherwise under an Order of the Bankruptcy Court.

145. “**Professional Fee Administrative Claim**” means a Claim for compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code. In accordance with the Global Settlement, the aggregate Professional Fee Administrative Claims for the Creditors’ Committee Professionals for the period commencing January 4, 2021 through the Effective Date payable from the Professional Fee Escrow Account shall not exceed \$100,000, and any amounts incurred by the Creditors’ Committee Professionals in excess of \$100,000 for the period commencing January 4, 2021 through the Effective Date shall be payable solely from the Liquidating Trust Assets.

146. “**Professional Fee Administrative Expense Claims Bar Date**” means sixty (60) days after the Effective Date of the Plan.

147. “**Professional Fee Carveout**” means the Carveout as defined and provided for in the DIP Order.

148. “**Professional Fee Escrow Account**” shall mean that segregated account of the Debtors holding amounts sufficient to cover all accrued Professional compensation of the Debtors’ Professionals and the Creditors’ Committee’s Professionals, as well as an estimate of fees and expenses anticipated to be incurred after the Effective Date (including an estimate for fees and expenses expected to be incurred to prepare and prosecute allowance of a final fee application). The Professional Fee Escrow Account shall be funded on or before the Effective Date, which funding in full is a condition precedent for the Plan to go effective. The Professional Fee Escrow Account to the extent Allowed by Final Order, shall be carved-out from the Prepetition Term Loan Collateral and DIP Collateral. Notwithstanding anything herein to the contrary, the Professional Fee Escrow Account shall not be funded in an amount in excess of the amount provided for Professional Fee Administrative Claims in the Wind-Down Budget.

149. “**Proof of Claim**” means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

150. “**Real Estate**” means the Debtor-Owned Real Estate and the CWI-Owned Real Estate.

151. “**Related Persons**” or “**Representatives**” means, with respect to any Person, such Person’s predecessors, successors, assigns and present and former shareholders, affiliates (whether by operation of law or otherwise), subsidiaries, principals, employees, agents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants, and any Person claiming by or through them.

152. “**Released Parties**” means the (i) the Debtors’ current Directors and Officers, (ii) the Creditors’ Committee and members of the Creditors’ Committee (solely in their capacity as members of the Creditors’ Committee), (iii) FIE, in all its capacities in connection with the Debtors, (iv) the Prepetition Term Loan Agent and the DIP Agent, in all of its capacities in connection with the Debtors, (v) the Professionals, (vi) the CRO, and (vii) each of the foregoing

respective Related Persons. For avoidance of doubt, neither CWI nor Bostick (nor their Related Persons) is a Released Party.

153. “**Releasing Party**” means, collectively, and in each case in their capacity as such: (i) the Released Parties, (ii) the Debtors and the Post-Effective Date Debtors, (iii) each Holder of a Claim who votes to accept the Plan or who is deemed to accept the Plan and does not mark its Ballot to indicate its refusal to grant the Third-Party Release, (iv) each Holder of a Claim who votes to reject the Plan or who is deemed to reject the Plan and does not mark its Ballot to indicate its refusal to grant the Third-Party Release, (v) each Holder of a Claim who abstains from voting on the Plan (except for those Holders of Claims whose solicitation packages were returned to the Debtors or the Balloting Agent as undeliverable, which Holders of Claims shall be identified in the Debtors’ voting certification or a notice to be filed by the Debtors or the Balloting Agent) and does not mark its Ballot to indicate its refusal to grant the Third-Party Release, and (vi) with respect to the foregoing clauses (i) through (v), each of such Person’s Related Persons, in each case in their capacity as such.

154. “**Remaining Assets Procedures Order**” means the *Order (I) Approving Procedures for the Sale of Remaining Assets, (II) Approving Procedures for the Sale of De Minimis Assets, (III) Authorizing and Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (IV) Granting Related Relief* [Docket No. 651].

155. “**Restructuring Committee**” means the special committee of the board of directors of the Debtors, which currently comprises Tobias S. Keller, the Debtors’ Independent Director.

156. “**Schedules**” means the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors under section 521 of the Bankruptcy Code and Bankruptcy Rule 1007(b), as such schedules or statements may have been or may be amended or supplemented from time to time, and which have been filed at Docket Nos. 159, 160, 162, 164, 248, and 249.

157. “**Second Interim Administrative Expense Claims Bar Date**” means August 31, 2020 at 4:00 p.m. (prevailing Eastern Time) -- that date by which claimants asserting administrative claims arising during the Second Interim Administrative Expense Claims Period were required to file a request for an Administrative Expense Claim.

158. “**Second Interim Administrative Expense Claims Period**” means the period of time from on or after July 1, 2020 through and including July 31, 2020.

159. “**Secured Claim**” means a Claim that is secured (a) by a Lien that is valid, perfected, and enforceable under the Bankruptcy Code or applicable non-bankruptcy law or by reason of a Final Order, or (b) as a result of rights of setoff under section 553 of the Bankruptcy Code, but in any event only to the extent of the value determined in accordance with section 506(a) of the Bankruptcy Code, of the Holder’s interest in the respective Estate’s interest in such property (unless an election has been made under section 1111(b) of the Bankruptcy Code on or prior to the Plan Confirmation Date) or to the extent of an amount subject to such setoff, as applicable.

160. “**Segregated Collateral Account**” means a segregated account, title to which is vested in the Wind-Down Trust that will hold the cash collateral or sale proceeds of the Prepetition

Term Loan Collateral and DIP Collateral, as set forth in the DIP Order, until the Holders of the Allowed Prepetition Term Loan Claims are paid in full.

161. “**Statutory Fees**” means any and all fees payable to the U.S. Trustee or Court under section 1930 of title 28 of the United States Code and any interest thereupon.

162. “**Term Loan Adequate Protection Liens**” means the Liens upon all of the DIP Collateral granted by the Debtors to the Prepetition Term Loan Agent for the benefit of all the Prepetition Term Loan Secured Parties to the extent there is a diminution in value of the interests of the Prepetition Term Loan Secured Parties in the Prepetition Term Loan Collateral.

163. “**Third Interim Administrative Expense Claims Bar Date**” means December 18, 2020 at 4:00 p.m. (prevailing Eastern Time) -- that date by which claimants asserting administrative claims arising during the Third Interim Administrative Expense Claims Period were required to file a request for an Administrative Expense Claim.

164. “**Third Interim Administrative Expense Claims Period**” means the period of time from on or after August 1, 2020 through and including October 8, 2020.

165. “**Third-Party Release**” means the release given by each of the Releasing Parties to the Released Parties, as set forth in Article XII.F.2. of this Plan.

166. “**Unclaimed Distribution**” means a Distribution that is not claimed by a Holder of an Allowed Claim on or prior to the Unclaimed Distribution Deadline. Unclaimed Distributions shall include (a) checks (and the funds represented thereby) mailed to a Distribution Address and returned as undeliverable without a proper forwarding address, (b) funds for checks that have not been cashed within ninety (90) days of the mailing of the Distribution upon which time the Liquidating Trustee may issue a stop payment, (c) checks (and the funds represented thereby) not mailed or delivered because no Distribution Address to mail or deliver such property was available, and (d) any Distribution deemed to be an Unclaimed Distribution pursuant to Article X.H. hereof.

167. “**Unclaimed Distribution Deadline**” means the ninetieth (90th) day from the date the Liquidating Trustee makes a Distribution that is an Unclaimed Distribution as of such date.

168. “**Unimpaired**” means, when used in reference to a Claim or Interest, any Claim or Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

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

170. “**Voting Deadline**” means 5:00 p.m. (prevailing Eastern Time) on February 28, 2021.

171. “**Wind-Down Budget**” means the budget setting forth (a) the aggregate amount of Administrative Expense Claims, Professional Fee Administrative Claims, Other Priority Claims, Priority Tax Claims, and Other Secured Claims that may be paid by the Debtors or Wind-Down Trustee under the Plan and (b) anticipated expenses of the Wind-Down Trust that may be paid by the Wind-Down Trustee under the Plan. The Wind-Down Budget shall be included in the Plan

Supplement and shall be in form and substance reasonably acceptable to the Debtors, FIE, and the Creditors' Committee.

172. “**Wind-Down Trust**” means that certain trust that may be created on the Effective Date, as described in Article VIII of this Combined Plan and Disclosure Statement.

173. “**Wind-Down Trust Agreement**” means the agreement to be executed as of the Effective Date establishing the Wind-Down Trust pursuant to this Plan, substantially in the form Filed with the Plan Supplement and all ancillary documents and agreements related there.

174. “**Wind-Down Trust Assets**” means all Assets of the Debtors' Estates other than (i) the Liquidating Trust Assets and (ii) Avoidance Actions against the Released Parties and the Exculpated Parties, and other Causes of Action against the Released Parties.

175. “**Wind-Down Trust Beneficiary**” means any beneficiary of the Wind-Down Trust that is or was a Holder of an Allowed Prepetition Term Loan Claim and after Holders of Allowed Prepetition Term Loan Claims are paid in full, the Liquidating Trust.

176. “**Wind-Down Trust Operating Expenses**” means the overhead and other operational expenses of the Wind-Down Trust including, but not limited to, (i) reasonable compensation for the Wind-Down Trustee in accordance with the Wind-Down Trust Agreement, (ii) costs and expenses incurred by the Wind-Down Trustee in administering the Wind-Down Trust, (iii) Statutory Fees incurred on account of disbursements from the Wind-Down Trust after the Effective Date, and (iv) any fees and expenses payable to the Wind-Down Trust Advisors. The Wind-Down Trust Operating Expenses shall be payable from the Debtors cash on hand and the proceeds of the Wind-Down Trust Assets after funding the Professional Fee Escrow Account and payment or reserve for Allowed Other Secured Claims, Allowed Administrative Expense Claims, Allowed Priority Claims, and Allowed Priority Tax Claims; *provided that* the Wind-Down Trust Operating Expenses shall be payable solely to the extent permitted by the Wind-Down Budget absent written consent of FIE.

177. “**Wind-Down Trustee**” means the Person or Persons selected by FIE and appointed to administer the Wind-Down Trust, which Person shall be disclosed in the Plan Supplement, with such rights, duties, and obligations as set forth in this Combined Plan and Disclosure Statement, the Plan Confirmation Order, and the Wind-Down Trust Agreement.

B. Interpretation; Application of Definitions and Rules of Construction

Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter. Unless otherwise specified, all section, article, schedule, or exhibit references in this Combined Plan and Disclosure Statement are to the respective section in, article of, Schedule to, or Exhibit to this Combined Plan and Disclosure Statement. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Combined Plan and Disclosure Statement as a whole and not to any particular section, subsection or clause contained in this Combined Plan and Disclosure Statement. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of this Combined Plan and Disclosure Statement. A term used herein that is not

defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in this Combined Plan and Disclosure Statement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Combined Plan and Disclosure Statement. Any reference to the “Liquidating Trustee” shall be deemed to include a reference to the applicable “Liquidating Trust” and any reference to the “Liquidating Trust” shall be deemed to include a reference to the “Liquidating Trustee” unless the context otherwise requires. Bankruptcy Rule 9006 shall apply to all computations of time periods prescribed or allowed by this Combined Plan and Disclosure Statement unless otherwise set forth herein or provided by the Bankruptcy Court.

III. BACKGROUND

On the Petition Date, each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code initiating these Chapter 11 Cases. Following the Petition Date, the Debtors remained in possession of their assets and management of their businesses as Debtors in Possession under sections 1107 and 1108 of the Bankruptcy Code.

A. Overview of the Debtors’ Business

1. Description of the Debtors’ Operations

Comcar is a holding company that provided truck transportation and logistics services as well as truck and trailer repair services through its group of subsidiaries and affiliates.

Prior to Consummation of the 363 Sales, the Company was one of the largest privately owned transportation companies in the country with over forty strategically-located terminal and satellite locations nationwide. The Company was organized into four separate, stand-alone trucking business units, each primarily run by a general manager with profit and loss responsibility. Comcar, as parent company, provided administrative services and executive management to each of the business units. The Company offered national truck transportation services, trucking, warehousing, truck parts and truck and trailer repairs to their customers.

B. The Debtors’ Prepetition Capital Structure

As of March 27, 2020, the Company had total assets of approximately \$66.7 million on a net book basis. The Company’s liabilities totaled approximately \$85.6 million as of March 27, 2020, consisting of \$39.2 million in current liabilities and \$46.3 million in long-term liabilities. As of the Petition Date, a total of approximately \$38 million was owed under the Prepetition ABL Facility and the Prepetition Term Loan Facility.

1. *Prepetition ABL Facility*

On December 19, 2014, Comcar and the other parties designated as “borrower” entered into the Prepetition ABL Facility with the Prepetition ABL Secured Parties. The Prepetition ABL Facility provided for revolving loans in an amount not to exceed the lesser of \$25 million and the borrowing base.

The loans evidenced under the Prepetition ABL Facility matured on February 17, 2020. On March 3, 2020, the Company entered into that certain *Extension Agreement and Eighth Amendment to the Loan and Security Agreement* effective as of February 17, 2020.

As of the Petition Date, the applicable Debtors were liable for payment to the Prepetition ABL Secured Parties in an aggregate principal amount of not less than \$14.0 million, plus all accrued and unpaid interest thereon and any additional fees, expenses and other amounts accrued under the Prepetition ABL Facility. The Prepetition ABL Facility was secured by Liens granted to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Secured Parties on substantially all of the Debtors' Assets and properties, including a first Lien on working capital assets and a second Lien on all term priority collateral. The Prepetition ABL Facility was substantially rolled up into the DIP Facility and has been paid in full and the Liens released.

2. *Prepetition Term Loan Facility*

On November 16, 2016, in connection with an out of court restructuring of the Debtors Comcar and the other parties designated as "borrower" entered into that certain *Second Amended and Restated Credit Agreement* (the "Prepetition Term Loan Credit Agreement") with FIE, as lender, and U.S. Bank National Association, as disbursing agent and collateral agent. The Prepetition Term Loan Credit Agreement provided the applicable Debtors with the Prepetition Term Loan Facility, of which approximately \$25 million in principal amount was outstanding as of the Petition Date, plus all accrued and unpaid interest thereon and any additional fees, expenses and other amounts accrued under the Prepetition Term Loan Facility. The Prepetition Term Loan Facility was secured by a security interest in and continuing Lien on substantially all of the Debtors' Assets and properties, but excluding certain titled vehicles and trailers, which Lien was first in priority on all assets other than working capital assets on which the Prepetition ABL Secured Parties held a first Lien. In addition, as part of the 2016 restructuring, FIE became the owner of 90% of the Debtors' common stock, while the existing holders of Debtors' common stock at the time continued to hold the remaining 10% of the Debtors' stock. The Prepetition Term Loan Facility was also secured by certain mortgages on the Debtor-Owned Real Estate and CWI-Owned Real Estate. Attached hereto as Exhibit A is a schedule of the Debtor-Owned Real Estate.

3. *CenterState Real Estate Loan*

On or about December 11, 2012, Comcar executed and delivered to CenterState that certain Promissory Note in favor of CenterState in the principal amount of \$10,000,000.00.

On December 18, 2014, in connection with a refinancing of an existing loan and in order to provide cash for growth, Comcar entered into that certain Renewal Promissory Note in favor of CenterState in the principal amount of \$10,445,555.62 (the "Renewal Note"). The Renewal Note was guaranteed by Bostick and secured by a first real estate mortgage and assignment of rents and leases on certain commercial real estate and by the Debtors. The Renewal Note was also secured by a first priority Lien on certain of the Debtor-Owned Real Estate.

On or about December 18, 2019, Comcar executed and delivered to CenterState that certain Renewal and Amended Promissory Note in favor of CenterState in the principal amount of \$6,197,457.35 (the "CenterState Loan").

On or about February 14, 2020, Comcar and CenterState entered into that certain First Amendment to Loan Agreement (the “Amended Loan Agreement”).

As of the Petition Date, approximately \$6,086,159.74 was owed to CenterState under the Renewal Note.

On September 11, 2020, the Court entered an order [Docket No. 687] approving the *Stipulation Regarding Allowance and Payment of Secured Claims of South State Bank, N.A. f/k/a CenterState Bank, N.A.* The Debtors have made substantial payments to CenterState and anticipate that the CenterState Loan will be repaid in full and Liens released before the Plan Confirmation Hearing.

C. The Real Estate Sale-Leaseback Transaction

Bostick and Related Parties were former owners of Comcar. CWI is majority owned by Bostick. Bostick and CWI currently collectively own less than 10% of the equity of Comcar. At least until several weeks before the Petition Date when he resigned his position, Bostick was an insider of Comcar as a member of its Board of Directors.

From 2011 to 2013, the Debtors and CWI entered into sale-leaseback transactions with respect to the CWI-Owned Real Estate that permitted the Debtors to benefit from financing obtained by CWI (the “Real Estate Sale-leaseback Transactions”).

From 2011 to 2013, the Debtors entered into certain sale agreements with CWI to sell the membership interests (the “Membership Interests”) of certain special purpose entities established to hold the CWI-Owned Real Estate. A summary of the CWI-Owned Real Estate is attached hereto as **Exhibit B**.

On December 30, 2013, the Debtors entered into purchase option agreements (the “Options to Purchase”) in relation to the CWI-Owned Real Estate.

Under the Options to Purchase, the Debtors have the option to purchase the CWI-Owned Real Estate at the purchase price set forth in the Options to Purchase, and CWI is obligated to sell and convey, 100% of the issued and outstanding Membership Interests back to the Debtors.

On August 26, 2020, the Creditors’ Committee filed the Complaint, commencing the Adversary Proceeding, alleging, among other things, that the CWI-Owned Real Estate is property of the Debtors’ Estates because the Real Estate Sale-leaseback Transactions constitute disguised financings.

D. The Equipment Sale-Leaseback Transaction

In 2015, the Debtors, then under the control of Bostick, and CWI entered into a second sale-leaseback transaction with respect to the Equipment that permitted the Debtors to benefit from pass-through financing obtained by CWI (the “Equipment Sale-leaseback Transaction”).

In August 2015, CTTS Leasing entered into a sale agreement with CWI to sell more than 500 trailers (the “Equipment”) for a purchase price of approximately \$9,868,000, consisting of approximately 242 trailers used in the operations of CTL and approximately 269 trailers (the “CCC Trailers”) used in the operations of CCC.

In connection with the Equipment Sale-leaseback Transaction, on August 11, 2015, CWI entered into that certain *Amended and Restated Credit and Security Agreement* by and among CWI and Iberia Bank.

On August 13, 2015, CTTS Leasing Inc. (“CTTS Leasing”) entered into that certain *Master Equipment Lease Agreement* (the “Equipment Agreement”) with CWI, pursuant to which CWI purportedly “leased” the Equipment back to CTTS Leasing.

On August 26, 2020, the Creditors’ Committee filed the Complaint, commencing the Adversary Proceeding, alleging, among other things, that the Equipment is property of the Debtors’ Estates because the Equipment Agreement is a disguised financing and, further, CWI’s purported security interest in the Equipment is unperfected because CWI failed to file to comply with the noticing requirements under Florida state law.

On September 4, 2020, the Court entered the Settlement Order, under which the Debtors and CWI, each were entitled to receive 50% of the proceeds from the sale of the CCC Trailers and 50% of the proceeds of the sale of any Equipment, net of ordinary closing costs. On October 2, 2020 the Creditors’ Committee filed a notice of partial dismissal of the Complaint.

E. Events Precipitating the Chapter 11 Filing

Founded in 1953, Comcar’s business evolved into one of the largest privately-owned transportation companies in the United States. In recent years, the Debtors experienced a long period of financial distress and liquidity challenges, which resulted in sub-optimal economic outcomes.

The trucking industry has experienced significant headwinds starting in 2019. During the first half of 2019, the \$800 billion American trucking industry began to experience a recession and a reported 640 trucking companies went bankrupt. By mid-2019, the trucking freight market continued to soften. The combination of a decline in overall freight tonnage and excessive truck capacity in the market led to a significant decline in freight rates, and customers began to take bids at lower freight rates. Compared to the year immediately prior, 2019 showed a steady decline in freight rates, including spot freight rates and contractual rates.

These events left a number of trucking companies in distress. Though in September 2019, the United States government reported that 4,200 truckers lost their jobs, Comcar was experiencing a significant seated truck shortfall in 2019 with a one hundred net driver deficit. In December 2019, Comcar reported a year-over-year decrease in revenue of approximately twenty-six percent (26%) across all business units, with CCC experiencing the largest decrease in revenue of forty-four percent (44.2%), MCT experiencing a decrease in revenue of twenty-five percent (25.8%), CTL experiencing a decrease in revenue of twenty one percent (21.4%) and CT experiencing a

decrease in revenue of nineteen percent (19.7%). Comcar's four divisions collectively lost a total of \$25 million in 2019 and \$6.0 million through March 27, 2020.

During this time, beginning in mid-2019, Comcar began replacing its C-Suite members by adding a Vice President, Corporate Counsel, Human Resources & Risk Management in April 2019, a Chief Executive Officer in November 2019 and a Chief Financial Officer in January 2020. In an effort to address its distress, Comcar obtained equity and debt infusions from its largest shareholder and Prepetition Term Loan Lender, which proved to be insufficient to permit the Debtors to weather the storm they and the industry were facing.

The Chapter 11 Cases were then commenced on the Petition Date—*i.e.*, May 17, 2020.

F. The Chapter 11 Cases

The following is a brief description of certain material events that have occurred during these Chapter 11 Cases.

1. Generally

On the Petition Date, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The commencement of a chapter 11 case creates an estate that is composed of all of the legal and equitable interests of the debtor as of that date. The Bankruptcy Code provides that a debtor is authorized to continue to operate its business and remain in possession of its property as a “debtor in possession.” From the Petition Date, the Debtors have continued to operate their business and manage their properties as debtors and debtors in possession. By order entered May 19, 2020 [Docket No. 60], the Chapter 11 Cases are being jointly administered for procedural purposes only. No trustee or examiner has been appointed in the Chapter 11 Cases.

The filing of the Debtors' bankruptcy petitions on the Petition Date triggered the immediate imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoins all collection efforts and actions by creditors, the enforcement of Liens against property of the Debtors and both the commencement and the continuation of prepetition litigation against the Debtors. With certain limited exceptions and/or modifications as permitted by order of the Bankruptcy Court, the automatic stay remains in effect from the Petition Date until the Effective Date of the Plan.

2. First Day Orders

On the Petition Date, in addition to the voluntary petitions for relief Filed by the Debtors, the Debtors Filed a number of motions (the “First Day Motions”) seeking certain “first day” relief. A summary of the relief sought and obtained under the First Day Motions is set forth below:

- **Joint Administration Motion.** Following consideration of the *Motion of the Debtors for Entry of an Order Directing the Joint Administration of the Debtors' Chapter 11 Cases* [Docket No. 2], the Bankruptcy Court entered an Order [Docket No. 60] authorizing the joint administration of the Chapter 11 Cases for procedural purposes only.

- **Consolidated Creditor List Motion.** Following consideration of the *Motion of the Debtors for Entry of an Order Authorizing the Debtors (I) To File a Consolidated List of Creditors In Lieu of Submitting a Separate Mailing Matrix for Each Debtor, and (II) To File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors* [Docket No. 3], the Bankruptcy Court entered an Order [Docket No. 61], among other things, authorizing the Debtors to submit a consolidated list of creditors and File a consolidated list of the Debtors' thirty largest unsecured creditors.
- **Insurance Motion.** Following consideration of the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Continue Their Insurance Policies and Pay Prepetition Obligations with Respect Thereof and (II) Granting Related Relief* [Docket No. 8], the Bankruptcy Court entered interim and final Orders [Docket Nos. 82 and 286] authorizing the Debtors to, among other things, pay any outstanding obligations under the Debtors' existing Insurance Policies and renew, revise, extend, supplement, change, or enter into new Insurance Policies.
- **Utilities Motion.** Following consideration of the *Motion of the Debtors for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, and (III) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Service* [Docket No. 9], the Bankruptcy Court entered interim and final Orders [Docket Nos. 83 and 196] authorizing and approving the provision of adequate assurance of payment to the Debtors' utility service providers under section 366 of the Bankruptcy Code, while allowing the Debtors to avoid the threat of imminent termination of their utility services from those utility companies.
- **Tax Motion.** Following consideration of the *Motion of the Debtors for Entry of Interim and Final Orders Authorizing the Debtors to Pay Certain Prepetition Taxes* [Docket No. 10], the Bankruptcy Court entered interim and final Orders [Docket Nos. 84 and 216] authorizing the Debtors to, among other things, pay prepetition taxes in the ordinary course of their business.
- **Critical Vendor Motion.** Following consideration of the *Motion of the Debtors for the Entry of Interim and Final Orders (A) Authorizing the Debtors to Pay Prepetition Obligations to Certain Critical Vendors and (B) Authorizing Banks to Honor and Process Checks and Transfers Related to Such Critical Vendors Obligations* [Docket No. 11], the Bankruptcy Court entered interim and final Orders [Docket Nos. 85 and 218] authorizing the Debtors to, among other things, pay prepetition claims of certain critical vendors in the ordinary course of their business.
- **Employee Wages/Benefits Motion.** Following consideration of the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the*

Debtors to Pay Certain Prepetition Wages and Compensation and Maintain and Continue Employee Benefit Programs and (II) Authorizing and Directing Banks and Certipay to Honor and Process Checks and Transfers Related to Such Employee Obligations [Docket No. 13], the Bankruptcy Court entered interim and final Orders [Docket Nos. 73 and 214] authorizing the Debtors to, among other things, pay and honor certain prepetition employee obligations, including prepetition payroll obligations, reimbursable expenses, and benefit plan obligations.

- **Cash Management Motion.** Following consideration of the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Continued Use of the Debtors; Cash Management System; (II) Authorizing Continued Intercompany Transfers Among Debtors, and (III) Granting Related Relief* [Docket No. 14], the Bankruptcy Court entered interim and final Orders [Docket Nos. 77 and 215] that, among other things, (i) authorized the Debtors to continue to use (a) their current cash management system, and (b) their existing bank accounts, checks and business forms, including authorizing the Debtors to open and close certain bank accounts; (ii) waived certain bank account and related requirements of the U.S. Trustee; and (iii) authorized all banks participating in the cash management system to honor certain transfers and charge bank fees and certain other amounts.
- **DIP Motion.** Following consideration of the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Authorizing the Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, (III) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, (IV) Granting Liens and Superpriority Claims, (V) Modifying Automatic Stay, and (VI) Scheduling a Final Hearing* [Docket No. 21], the Bankruptcy Court entered interim and final Orders [Docket Nos. 80 and 370] authorizing the use of a revolving credit facility in the maximum principal amount of \$13,666,386.40 (the “DIP Revolving Loans”) and the roll-up in the amount not to exceed \$1,333,613.60 (together with the DIP Revolving Loans, the “DIP Obligations”). The DIP Obligations were used to pay down the Prepetition ABL Obligations up to \$2.5 million, which was added to the DIP Obligations and which has been paid in full. The DIP Obligations, including the Adequate Protection Replacement Liens (as defined in the DIP Order) are secured by the DIP Collateral.

3. **Appointment of Creditors’ Committee**

On May 28, 2020, the U.S. Trustee appointed the Creditors’ Committee consisting of the following three (3) members: (a) Navistar Leasing Company; (b) Resources Global Professionals; and (c) Express Container Services LLC.

4. **Employment of Professionals and Advisors**

On June 17, 2020, the Bankruptcy Court (i) entered an order [Docket No. 208] authorizing the Debtors to retain DLA Piper LLP (US) as general bankruptcy counsel to the Debtors effective as of the Petition Date, (ii) entered an order [Docket No. 210] authorizing the Debtors to retain FTI Consulting, Inc. as financial advisor to the Debtors and designating Andrew Hinkelman as the Debtors' CRO effective as of the Petition Date, and (iii) entered an order [Docket No. 211] authorizing the Debtors to retain Bluejay Advisors, LLC as investment banker to the Debtors effective as of the Petition Date. The Bankruptcy Court also entered orders approving Balloting Agent as the Court-appointed claims and noticing agent [Docket No. 62] and the administrative agent to the Debtors [Docket No. 212], both effective as of the Petition Date.

On June 20, 2020, the Bankruptcy Court entered orders [Docket Nos. 442 and 444] authorizing the Creditors' Committee to retain the following professionals effective as of June 2, 2020: (i) Fox Rothschild LLP as counsel to the Creditors' Committee; (ii) Dundon Advisers, LLC, as financial advisor to the Creditors' Committee. Dundon Advisers, LLC resigned on June 24, 2020. On July 20, 2020, the Bankruptcy Court entered an order [Docket No. 443] authorizing the Creditors' Committee to retain Development Specialists, Inc. as financial advisor effective as of June 20, 2020.

5. **Schedules, Section 341(a) Meeting of Creditors, and Bar Dates**

On June 17, 2020, the Debtors Filed their Schedules. On June 18, 2020, the U.S. Trustee conducted the meeting of creditors in these Chapter 11 Cases under section 341(a) of the Bankruptcy Code. On July 6, 2020, the Debtors amended their Schedules.

On June 22, 2020, the Bankruptcy Court entered an order [Docket No. 302] establishing (a) July 31, 2020 at 4:00 p.m. (prevailing Eastern Time) as the General Bar Date, (b) November 13, 2020 at 4:00 p.m. (prevailing Eastern Time) as the Governmental Unit Bar Date, (c) July 31, 2020 at 4:00 p.m. (prevailing Eastern Time) as the Interim Administrative Claims Bar Date, and (d) August 31, 2020 at 4:00 p.m. (prevailing Eastern Time) as the Second Interim Administrative Claims Bar Date.

6. **Key Employee Retention Plan**

On February 11, 2020, the Debtors filed the *Motion of the Debtors for the Entry of an Order Approving the Debtors' Key Employee Retention Plan* [Docket No. 104]. As stated, the Debtors' highly knowledgeable and trained employees were one of their most valuable assets to effectuate the sale of the Debtors' Assets. Recognizing the importance of their employees to the sale process, the Debtors sought authorization to implement a key employee retention plan (the "KERP") for 714 non-executive employees. On June 19, 2020, the Bankruptcy Court entered an order authorizing the Debtors to implement the KERP [Docket No. 288].

On August 31, 2020, the Debtors filed the *Motion of the Debtors for Entry of an Order Supplementing Debtors' Key Employee Retention Plan* [Docket No. 641] (the "Supplemental KERP Motion"), modifying the KERP to include an additional ten (10) participants. On October 13, 2020, the Court entered an order approving the Supplemental KERP Motion [Docket No. 806].

7. Key Employee Incentive Plan

On June 5, 2020, the Debtors filed the *Motion of the Debtors for the Entry of an Order Approving Key Employee Incentive Plan* [Docket No. 156]. As stated, the Debtors' highly knowledgeable and trained employees were one of their most valuable assets to implement going-concern sales and effectuate an orderly wind down of the business and entities. Recognizing the importance of their employees, the Debtors sought authorization to implement a performance-based key employee incentive plan (the "KEIP") for 10 executive-level employees. On July 20, 2020, after extensive negotiations with the Creditors' Committee, the Bankruptcy Court entered an order authorizing the Debtors to implement a revised KEIP [Docket No. 437].

8. Sale of Substantially All of the Debtors' Assets

Prior to the Petition Date, and due to the Debtors' liquidity constraints, the Debtors, after consultation with their advisors, began to explore strategic transactions to recapitalize or restructure their businesses. The Debtors, with the assistance of their advisors, including Bluejay Advisors, LLC, conducted a marketing process to explore a broad range of strategic financing and sale options for the Debtors and their Assets. Due to the Debtors' efforts in the marketing process, as of the Petition Date, the Debtors received several indications of interest for the sale of substantially all of the Assets of CT, CTL, MCT, CCC and CTTS Repair.

While the Assets could have been put up for auction, due to the Debtors' liquidity constraints, the Debtors believed that the costs of continuing to run the businesses postpetition, including retaining all of the employees, during the extended period that would have entailed a two-step marketing and sale process would have been detrimental to the going concern enterprise value of the businesses.

On or about the Petition Date, the Debtors filed the CT Sale Motion, seeking to sell substantially all of the assets (the "CT Assets") of or primarily used in the business of CT and certain of its subsidiaries, subject to a fiduciary out. Prior to such sale, after receiving interest from other parties, the Debtors exercised their fiduciary out and conducted an auction. Ultimately, the CT Purchaser was deemed the successful bidder of the CT Assets. On June 25, 2020, the Bankruptcy Court entered the CT Sale Order, authorizing the Debtors to sell the CT Assets to Bulk Transport Company, East, Inc. (the "CT Purchaser") and consummate the sale of the CT Assets in accordance with the terms and conditions of the 363 CT Sale Agreement. The Debtors and the CT Purchaser consummated the sale of the CT Assets on June 26, 2020 on or around 5:00 p.m. (prevailing Eastern Time).

On or about the Petition Date, the Debtors filed the CTL Sale Motion, seeking to sell substantially all of the assets (the "CTL Assets") of or used primarily in the business of CTL and certain of its subsidiaries, subject to a fiduciary out. Despite the Debtors' marketing efforts, no other parties expressed interest in the CTL Assets. On June 25, 2020, the Bankruptcy Court entered the CTL Sale Order, authorizing the Debtors to sell the CTL Assets to Adams Resources & Energy, Inc. and Service Transport Company (the "CTL Purchaser") and consummate the sale of the CTL Assets in accordance with the terms and conditions of the 363 CTL Sale Agreement. The Debtors and the CTL Purchaser consummated the sale of the CTL Assets on June 26, 2020 on or around 5:00 p.m. (prevailing Eastern Time).

On or about the Petition Date, the Debtors filed the MCT Sale Motion, seeking to sell substantially all of the assets (the “MCT Assets”) of or primarily used in the business of MCT and certain its subsidiaries, subject to a fiduciary out. Prior to such sale, after receiving interest from other parties, the Debtors exercised their fiduciary out and conducted an auction. Ultimately, the MCT Purchaser was deemed the successful bidder of the MCT Assets. On June 25, 2020, the Bankruptcy Court entered the MCT Sale Order, authorizing the Debtors to sell the MCT Assets to Contract Freighters, Inc. (the “MCT Purchaser”) and consummate the sale of the MCT Assets in accordance with the terms and conditions of the 363 MCT Sale Agreement. The Debtors and the MCT Purchaser consummated the sale of the MCT Assets on June 26, 2020 on or around 5:00 p.m. (prevailing Eastern Time).

On May 22, 2020, the Debtors filed a motion [Docket No. 96] seeking to enter into a definitive purchase agreement with CWI (the “CWI APA”) to sell substantially all of the assets of or primarily used in the business of CCC and CTTS Repair, subject to a fiduciary out. On July 13, 2020, the Debtors and the Creditors’ Committee filed a joint motion to terminate the CWI APA [Docket No. 411] (the “Joint Motion to Terminate”). On July 20, 2020, the Court entered an order [Docket No. 438] granting the Joint Motion to Terminate.

After recommencing the marketing of the assets of CCC and CTTS Repair, on August 3, 2020, the Debtors filed the CCC Sale Motion, seeking to sell substantially all of the assets (the “CCC Assets”) of or primarily used in the business of CCC and certain of its subsidiaries. On September 4, 2020, the Court entered the CCC Sale Order authorizing the sale of the CCC Assets to Bulk Transport Company East, Inc. (the “CCC Purchaser”) and consummate the sale of the CCC Assets in accordance with the terms and conditions of the 363 CCC Sale Agreement. The Debtors and the CCC Purchaser consummated the sale of the CCC Assets on September 8, 2020 on or around 12:00 a.m. (prevailing Eastern Time).

On August 3, 2020, the Debtors filed the CTTS Repair Sale Motion seeking to sell substantially all of the assets of or primarily used in the business of CTTS Repair and certain of its subsidiaries. On September 2, 2020, the Court entered the CTTS Repair Sale Order, authorizing the Debtors to sell the CTTS Repair Assets to Twin State Trailers, LLC (the “CTTS Repair Purchaser”). The Debtors and the CTTS Repair Purchaser consummated the sale of the CTTS Repair Assets on September 4, 2020 on or around 5:00 p.m. (prevailing Eastern Time). Please refer to the Liquidation Analysis, which is attached hereto as **Exhibit C**, for more information about the 363 Sales.

On August 12, 2020, the Debtors filed the *Motion of the Debtors for the Entry of an Order (I) Approving Procedures for the Sale of Remaining Assets, (II) Approving Procedures for the Sale of De Minimis Assets, (III) Authorizing and Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (IV) Granting Related Relief* [Docket No. 531], seeking to establish procedures to sell their remaining assets (the “Remaining Assets”) in one or multiple sales and to establish procedures for the sale of assets (the “De Minimis Assets”) with a fair market value of under \$500,000. On September 2, 2020, the Bankruptcy Court entered the Remaining Assets Procedure Order, approving, among other things, the procedures for the sale of the Remaining Assets and the De Minimis Assets. Since the entry of the Remaining Assets Procedure Order, the Debtors have sold substantially all of the Remaining Assets, except only certain Real

Estate, which shall vest in the Wind-Down Trust, subject to all Liens, to be liquidated by the Wind-Down Trustee following the Effective Date.

9. Disputes and Settlements

a. The Dispute with the Creditors' Committee

From the outset of the appointment of the Creditors' Committee, the Creditors' Committee played an active role. On May 22, 2020, the Debtors filed a motion [Docket No. 96] (the "CCC/CTTS Sale Motion") seeking to sell substantially all of the assets of CCC and CTTS Repair pursuant to the CWI APA with CWI Logistics, an affiliate of CWI and Bostick. Following the filing of the CCC/CTTS Sale Motion, the Creditors' Committee filed a preliminary objection [Docket No. 202] and conducted an investigation into the proposed sale and raised serious allegations relating to the value of sale under the CCC/CTTS Sale Motion and the underlying assumptions regarding Bostick's and CWI's alleged ownership of or perfected Lien on certain of the assets to be conveyed and/or released, including with respect to the Equipment and the CWI-Owned Real Estate. The Creditors' Committee asserted that the Equipment Agreement is a lease in name only; and that a review of the terms of the "lease" agreement demonstrates that it should be recharacterized as a financing transaction. Further to the Creditors' Committee's recharacterization argument, the Creditors' Committee asserted that CWI did not have a perfected security interest in the Equipment subject to the Equipment Agreement and the Debtors are entitled to sell Equipment free and clear of CWI's unsecured interest. Additionally, the Committee asserted that the Options to Purchase are disguised financing arrangements and that CWI did not have a perfected security interest in or to the limited liability entities that hold title to the properties or liens on the underlying CWI-Owned Real Estate.

After they conducted additional confirmatory diligence, the Debtors determined that the CWI APA failed to account for the Debtors' valuable interests in the Equipment and the CWI-Owned Real Estate and filed the Motion to Terminate. An order granting the Joint Motion to Terminate was entered on July 20, 2020 [Docket No. 438].

Since the termination of the CWI APA, the Debtors and the Creditors' Committee continued to engage in ongoing discussions with CWI to resolve issues relative to and relating to the Equipment and the CWI-Owned Real Estate to be sold in connection with the sale of the CTL Assets, MCT Assets, CCC Assets, and the CTTS Repair Assets.

On September 1, 2020, the Debtors, the Creditors' Committee, Bostick, FIE, and CWI (the "Mediation Parties") participated in mediation to resolve disputes relative or related to the CCC Sale Motion, the CTTS Sale Motion, the CTL Sale Order, the MCT Sale Order, and certain issues raised by the Complaint. The mediation resulted in a settlement with respect to certain Equipment and CWI-Owned Real Estate.

On September 4, 2020, the Court entered an order [Docket No. 666] (the "Settlement Order") approving the settlement reached by the Mediation Parties, which resolved the issues with respect to the CCC Sale Motion, the CTTS Sale Motion, the CTL Sale Order, the MCT Sale Order and certain issues with respect to the Complaint.

The Remaining Assets of the Debtors include Cash, accounts receivable, miscellaneous parts, tools, equipment, Real Estate, and Causes of Action. The Remaining Assets that have not been liquidated by the Debtors before the Effective Date shall vest in the Wind-Down Trust and the Liquidating Trust, as specified herein, after the Effective Date.

b. The Adversary Proceeding and CWI and Bostick Claims

On July 31, 2020, Bostick Filed the three (3) unliquidated Bostick Claims against the Debtors' Estates asserting amounts allegedly owed for (i) reimbursement, contribution, indemnification, and/or subrogation in connection with the Amended Loan Agreement, (ii) indemnification as a former director of Comcar under the Amended and Restated Articles of Incorporation of Comcar, and (iii) damages in connection with the arbitration proceedings styled In the Matter of B2 FIE VII LLC vs. R. Mark Bostick, JAMS Case No. 1340015665.

Also on July 31, 2020, CWI Filed the four (4) unliquidated CWI Unsecured Claims against the Debtors' Estates asserting amounts allegedly owed by the Debtors under the Equipment Agreement.

On August 26, 2020, the Creditors' Committee filed the Complaint, commencing the Adversary Proceeding against CWI asserting, among other things, that: (i) the Equipment is property of the Debtors' Estates, (ii) the Equipment Agreement is a disguised financing, (iii) any security interest in the Equipment by CWI is unperfected and unenforceable, (iv) titles to the Equipment should be turned over to the Debtors, and (v) the Options to Purchase each entity that owns the CWI-Owned Real Estate should be treated as financing arrangements and the Debtors should be deemed the rightful owner of the CWI-Owned Real Estate.

On October 2, 2020, the Creditors' Committee filed the *Notice of Partial Dismissal of Certain Counts and Claims in the Complaint*, dismissing the claims against CWI, contained in Counts One through Five of the Complaint, and partially dismissing the claims against CWI contained in Counts Eight and Ten, to the extent the claims in those counts seek relief solely with respect to the Purported Vehicle Sale and Purported Lease (as defined in the Complaint).

On December 7, 2020, the Creditors' Committee filed an amended Complaint, seeking to amend the Complaint with additional information and recovery of additional claims, causes of action and/or transfers.

Given the ongoing Adversary Proceeding, which outcome directly impacts the extent of the Allowed Claims of CWI and Bostick, and the Debtors' Estates defenses and rights of setoff or recoupment, the Debtors believe there is adequate business justification to separate the CWI Unsecured Claims and Bostick Unsecured Claims into Class 5.

To the extent the Adversary Proceeding remains open after the Plan is confirmed, the net recoveries resulting from the outcome of the Adversary Proceeding, in whatever form recovered, shall vest in the Liquidating Trust and the Holders of Allowed Claims in Class 4 (General Unsecured Claims) and Class 5 (CWI and Bostick Unsecured Claims) shall be the sole Beneficiaries of such recovery.

c. The Creditors' Committee Demand for Standing

On October 6, 2020 the Creditors' Committee sent the Debtors a letter (the "First Committee Letter") seeking the Debtors consent to standing to investigate and pursue Causes of Action derivatively with respect to: (i) avoidance of FIE's interest in any titled Equipment and the proceeds thereof; (ii) breach of fiduciary duty by the Debtors' directors and officers; (iii) seeking equitable relief against FIE by way of equitable subordination and recharacterization; and (iv) avoidance of FIE's interest in any depository accounts as to which FIE is not party to a depository account control agreement (collectively, the "Contested Issues"). The Creditors' Committee also sought the waiver of the Debtors' attorney-client privilege. On October 12, 2020, Debtors responded by consenting to a grant of standing as to (i) avoidance of FIE's interest in any titled equipment and the proceeds thereof and (ii) avoidance of FIE's interest in any depository accounts as to which FIE is not party to a depository account control agreement. In connection with the First Committee Letter, the Creditors' Committee also provided the Debtors with a draft of the complaint (the "Draft Standing Complaint") it sought to file against FIE.

On October 12, 2020, the Debtors sent a response to the First Committee Letter, in which the Debtors provided consent to standing relative to the avoidance actions under the Equipment Agreement, but did not provide consent to or grant the Creditors' Committee standing to bring certain causes of action against FIE.

On October 14, 2020, the Creditors' Committee sent a letter (the "Second Committee Letter") requesting that the Debtors grant standing to the Creditors' Committee to pursue derivative claims (i) sounding in D&O fiduciary duty breaches following the 2016 restructuring; (ii) to avoid any interest FIE asserts in the equipment that was the subject of the Equipment Agreement; and (iii) to avoid any interest FIE asserts in depository accounts over which FIE did not hold a depository account control agreement or other form of agreement perfecting FIE's interest in any such accounts. The Creditors' Committee also sent a modified draft of the Draft Standing Complaint.

On October 20, 2020, the Debtors sent a response to the Second Committee Letter, stating, among other things, that based on the Draft Standing Complaint, the Debtors would not consent to or grant the Creditors' Committee standing to pursue certain causes of action against FIE because, upon investigation, the Debtors did not believe the potential damages or the causation, if such allegations were plausible, were sustainable.

On October 27, 2020, the Creditors' Committee sent a letter (the "Third Committee Letter") requesting that the Debtors stipulate to the Creditors' Committee's standing to bring claims to establish that the contents and proceeds each of the Debtors' depository accounts are Assets of the Debtors' Estate unencumbered by any alleged Lien in favor of FIE.

On November 5, 2020, the Debtors sent a response to the Third Committee Letter asserting that the contents of the depository accounts were insufficient (or non-existent) and did not merit the expense of litigation. As such, the Debtors did not stipulate to the Creditors' Committee bringing a claim in regards to the security interest in such depository accounts.

On or about December 3, 2020, the Creditors' Committee sent a settlement offer to FIE, which was rejected by FIE, but which has led to the terms and conditions of the Global Settlement.

d. The Global Settlement with the Creditors' Committee and FIE

As described above, the Creditors' Committee asserts, among other things, that certain rolling stock and Debtor-Owned Real Estate was not encumbered by a Lien in favor of the Prepetition Term Loan Agent. The value of such Assets is estimated by the Debtors to approximate \$6.7 million. FIE asserts that the value of such Assets is fully encumbered by the Term Loan Adequate Protection Liens, which is subject to dispute.

The Debtors believe that even if the Creditors' Committee is successful with recovery with respect to the Contested Issues, the costs of these Chapter 11 Cases nevertheless exceed the potential unencumbered value of the assets of the Estates. Over the course of the last several months, the Debtors have been engaged in good faith negotiations with FIE and the Creditors' Committee to attempt to resolve the Contested Issues raised by the Creditors' Committee through the Plan.

Following extensive negotiations, the Debtors, Creditors' Committee, and FIE have reached a Global Settlement of all issues among the parties, including, without limitation, the Contested Issues, on account of which FIE has agreed to fund the GUC Cash Pool and, among other things, waive any Distributions from the Liquidating Trust on account of the Prepetition Term Loan Deficiency Claim or any other Claim. In addition, in settlement of such Contested Issues and others, FIE will carve-out from its Liens, including its Term Loan Adequate Protection Liens, funds sufficient to: (i) pay all Allowed Administrative Expense Claims, Allowed Priority Tax Claims and Allowed Other Priority Claims in full, (ii) all Allowed Professional Fee Administrative Claims in full (in an amount substantially in excess of the Carveout for such expenses set forth in the Budget (as defined in the DIP Order) attached as Exhibit A to the DIP Order, in accordance with Wind-Down Budget FIE has approved), (iii) fund the GUC Cash Pool and (iv) provide the Liquidating Trust with the Causes of Action, including proceeds of the Adversary Proceeding, other than proceeds of Claims against Released Parties, in exchange for the Debtor Releases and Third-Party Releases by the Releasing Parties contemplated by and provided for under the Combined Plan and Disclosure Statement, in each case to the extent provided herein and with respect to clauses (i) and (ii), subject to the Wind-Down Budget. In light of FIE's position that its Liens, including its Term Loan Adequate Protection Liens, fully encumber the value of such potentially unencumbered assets, which would result in no distribution to General Unsecured Creditors and no funds available to pay Allowed Administrative Expense Claims, Allowed Professional Fee Administrative Claims, Allowed Priority Tax Claims or Allowed Other Priority Claims, the Debtors and the Creditors' Committee believe that the Global Settlement contemplated by the Combined Plan and Disclosure Statement is fair and reasonable and in the best interests of the Debtors, their Estates and General Unsecured Creditors.

IV. CONFIRMATION AND VOTING

A. Confirmation Procedures

1. Plan Confirmation Hearing

The Bankruptcy Code, Bankruptcy Rules, and Local Rules require the Bankruptcy Court, after appropriate notice, to hold a hearing on confirmation of this Combined Plan and Disclosure Statement. On January 21, 2021, the Bankruptcy Court entered an order scheduling the Plan Confirmation Hearing for March 10, 2021 at 10:00 a.m. (prevailing Eastern Time), to consider, among other things, final approval of this Combined Plan and Disclosure Statement under section 1125 of the Bankruptcy Code and confirmation of this Combined Plan and Disclosure Statement under section 1129 of the Bankruptcy Code. Notice of the Plan Confirmation Hearing will be provided to all known Creditors, Interest Holders, and other parties in interest. The Plan Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court or the Debtors without further notice except for an announcement of the adjourned date made at the Plan Confirmation Hearing or any subsequent adjourned Plan Confirmation Hearing.

Any objection to final approval of this Combined Plan and Disclosure Statement must be in writing, must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors, the basis for the objection and the specific grounds of the objection, and must be Filed with the Bankruptcy Court, with a copy to chambers, together with proof of service thereof, and served upon the following parties so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on March 1, 2021: (i) counsel to the Debtors, DLA Piper LLP (US), 1201 North Market Street, Wilmington, Delaware 19801 (Attn.: Stuart M. Brown, Esq. [stuart.brown@us.dlapiper.com]) and 1251 Avenue of the Americas, New York, NY 10020 (Attn.: Jamila J. Willis, Esq. [jamila.willis@us.dlapiper.com]); (ii) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Lockbox 35, Wilmington, Delaware 19801 (Attn.: David L. Buchbinder, Esq. [david.l.buchbinder.usdoj.gov]); (iii) counsel to the DIP Lender and the Prepetition Term Loan Lender, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn.: James Ktsanes, Esq. [james.ktsanes@lw.com]), Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn.: Brett M. Neve, Esq. [brett.neve@lw.com]), and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn.: Andrew Magaziner, Esq. [amagaziner@ycst.com]); (iv) counsel to the DIP Agent and the Prepetition Term Loan Agent, Gregg Bateman and Y. Daphne Coelho-Adam, Seward & Kissel, LLP, One Battery Park Plaza, New York, New York 10004 (Attn.: Gregg Bateman [bateman@sewkis.com] and Y. Daphne Coelho-Adam [coelho-adam@dewkis.com]); (v) counsel to the Committee, Fox Rothschild LLP, 919 North Market Street, Suite 300 (Attn.: Seth Niederman, Esq. [sniederman@foxrothschild.com]), 345 California Street, Suite 2200, San Francisco, California 94104 (Attn.: Michael A. Sweet, Esq. [msweet@foxrothschild.com]) and 321 N. Clark Street, Suite 1600, Chicago, Illinois 60654 (Attn.: Gordon E. Gouveia [ggouveia@foxrothschild.com]); and (vi) such other parties as the Bankruptcy Court may order.

Bankruptcy Rule 9014 governs objections to confirmation of this Combined Plan and Disclosure Statement. **UNLESS AN OBJECTION TO CONFIRMATION OF THIS**

COMBINED PLAN AND DISCLOSURE STATEMENT IS TIMELY SERVED UPON THE PARTIES LISTED ABOVE AND FILED WITH THE BANKRUPTCY COURT, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT IN DETERMINING WHETHER TO CONFIRM THIS COMBINED PLAN AND DISCLOSURE STATEMENT.

2. Requirements for Confirmation

The Bankruptcy Court will confirm this Plan only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among the requirements for confirmation in these Chapter 11 Cases is that this Plan be accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that this Plan “does not discriminate unfairly” against and is “fair and equitable” with respect to such Class. The Bankruptcy Court must also find, among other things, that:

- a. this Plan has classified Claims and Interests in a permissible manner;
- b. this Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code; and
- c. this Plan has been proposed in good faith.

3. Best Interests of Creditors Test

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires a court to determine that such plan is in the best interests of all holders of claims or interests that are Impaired by that plan and that have not accepted the plan. The “best interests” test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable Distribution to holders of each impaired class of claims and interests if a debtor were liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor’s assets if its chapter 11 cases were converted to chapter 7 cases under the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the Distributions from the proceeds of a liquidation of the debtor’s unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such Impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any Impaired Class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class.

Because the Plan is a liquidating plan and embodies the Global Settlement, the “liquidation value” in the hypothetical chapter 7 liquidation analysis for purposes of the “best interests” test is substantially similar to the estimates of the results of the chapter 11 liquidation contemplated by

the Plan, however, the Debtors estimate that the GUC Cash Pool and other carve outs from the FIE Liens would not be available or substantially less valuable in a chapter 7. Further, the Debtors believe that in a chapter 7 liquidation, there would be substantial additional costs and expenses that the Estates would incur as a result of liquidating the Estates in a chapter 7 case. Please see the Liquidation Analysis.

The costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as the cost of counsel and other professionals retained by the trustee. The Debtors and Creditors' Committee believe such amount would exceed the amount of expenses that would be incurred in implementing the Plan and winding up the affairs of the Debtors. Conversion also would likely delay the liquidation process and ultimately Distribution of the proceeds of the Remaining Assets and De Minimis Assets.

Accordingly, the Debtors and Creditors' Committee believe that Holders of Allowed Claims would receive less than anticipated under the Plan if the Chapter 11 Cases were converted to chapter 7 cases and therefore, the classification and treatment of Claims and Interests in the Plan complies with section 1129(a)(7) of the Bankruptcy Code. A copy of a hypothetical chapter 7 Liquidation Analysis is attached hereto as **Exhibit C** and incorporated herein.

4. Feasibility

Under section 1129(a)(11) of the Bankruptcy Code, a debtor must demonstrate that a bankruptcy court's confirmation of a plan is not likely to be followed by the liquidation or need for further financial reorganization of the debtor under the plan, unless such liquidation or reorganization is proposed under the plan. Under this Combined Plan and Disclosure Statement, the Debtors' remaining Assets are being transferred to the Wind-Down Trust to be liquidated and distributed to the Wind-Down Trust's Beneficiaries and the Causes of Action and the GUC Cash Pool are being transferred to the Liquidating Trust to be liquidated and distributed to the Liquidating Trust's Beneficiaries. Therefore, as this is a liquidating Plan, the Bankruptcy Court's confirmation of this Combined Plan and Disclosure Statement will not be followed by liquidation or the need for any further reorganization.

5. Classification of Claims and Interests

Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, this Combined Plan and Disclosure Statement divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to section 1123(a)(1) of the Bankruptcy Code need not be and have not been classified). The Debtors also are required, under section 1122 of the Bankruptcy Code, to classify Claims and Interests into Classes that contain Claims or Interests that are substantially similar to the other Claims or Interests in such Class.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtors and Creditors' Committee believe that this Combined Plan and Disclosure Statement complies with such standard. If the Bankruptcy Court

finds otherwise, however, it could deny confirmation of this Combined Plan and Disclosure Statement if the holders of Claims or Interests affected do not consent to the treatment afforded them under this Combined Plan and Disclosure Statement.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving Distributions pursuant to this Combined Plan and Disclosure Statement only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released or otherwise settled prior to the Effective Date.

The Debtors and Creditors' Committee believe that this Combined Plan and Disclosure Statement has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law. It is possible that a Holder of a Claim or Interest may challenge the classification of Claims or Interests and that the Bankruptcy Court may find that a different classification is required for this Combined Plan and Disclosure Statement to be confirmed. If this occurs, the Debtors and Creditors' Committee intend, in accordance with the terms of the Plan, to make such modifications to this Combined Plan and Disclosure Statement as may be necessary to permit its confirmation. Any such reclassification could adversely affect Holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of this Combined Plan and Disclosure Statement.

EXCEPT AS SET FORTH IN THIS COMBINED PLAN AND DISCLOSURE STATEMENT, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RESOLICITATION, ACCEPTANCE OF THE PLAN BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THIS COMBINED PLAN AND DISCLOSURE STATEMENT'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any Impaired Claim or Disputed Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Bankruptcy Court with respect to each Impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the actual recovery ultimately received by a particular Holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims Allowed in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein and/or the actual Distribution received by creditors. The projected recoveries are based on information available to the Debtors as of the date hereof and reflect the Debtors' views as of the date hereof only.

The classification of Claims and Interests and the nature of Distributions to members of each Class are summarized herein. The Debtors and Creditors' Committee believe that the consideration, if any, provided under this Combined Plan and Disclosure Statement to Holders of

Claims reflects an appropriate resolution of their Claims taking into account the differing nature and priority (including contractual subordination, if any) of such Claims and Interests. The Bankruptcy Court must find, however, that a number of statutory tests are met before it may confirm this Combined Plan and Disclosure Statement. Many of these tests are designed to protect the interests of Holders of Claims or Interests who are not entitled to vote on this Combined Plan and Disclosure Statement or do not vote to accept this Combined Plan and Disclosure Statement, but who will be bound by the provisions of this Combined Plan and Disclosure Statement if it is confirmed by the Bankruptcy Court.

6. Impaired Claims or Interests

Under section 1126 of the Bankruptcy Code, only the Holders of Claims in Classes “Impaired” by this Combined Plan and Disclosure Statement and receiving a Distribution under this Combined Plan and Disclosure Statement may vote on this Combined Plan and Disclosure Statement. Under section 1124 of the Bankruptcy Code, a Class of Claims may be “Impaired” if this Combined Plan and Disclosure Statement alters the legal, equitable, or contractual rights of the Holders of such Claims or Interests treated in such Class. The Holders of Claims not Impaired by this Combined Plan and Disclosure Statement are deemed to accept this Combined Plan and Disclosure Statement and do not have the right to vote on this Combined Plan and Disclosure Statement. The Holders of Claims or Interests in any Class that will not receive any Distribution or retain any property under this Combined Plan and Disclosure Statement are deemed to reject this Combined Plan and Disclosure Statement and do not have the right to vote.

7. Eligibility to Vote on this Combined Plan and Disclosure Statement

Unless otherwise ordered by the Bankruptcy Court, only Holders of Allowed Claims in Classes 1, 4, and Class 5 may vote on this Combined Plan and Disclosure Statement. In order to vote on this Combined Plan and Disclosure Statement, you must hold an Allowed Claim in Classes 1, 4, 5, or be the Holder of a Claim that has been temporarily Allowed for voting purposes only under Bankruptcy Rule 3018(a).

8. Confirmation Without Necessary Acceptances; Cramdown

In the event that any Impaired Class of Claims or Interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all Impaired Classes, if the plan has been accepted by at least one Impaired Class of claims, and the plan meets the “cramdown” requirements set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a plan “does not discriminate unfairly” and is “fair and equitable,” with respect to each non-accepting Impaired Class of claims or interests. Here, because Holders of Claims and Interests in Classes 6, 7, and 8 are deemed to reject the Plan, the Debtors and Creditors’ Committee will seek confirmation of the Plan from the Bankruptcy Court by satisfying the “cramdown” requirements set forth in section 1129(b) of the Bankruptcy Code. The Debtors and Creditors’ Committee believe that such requirements are satisfied, as no Holder of a Claim or Interest junior to those in Classes will receive any property under this Combined Plan and Disclosure Statement.

A plan does not “discriminate unfairly” if (a) the legal rights of a nonaccepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the nonaccepting class and (b) no class receives payments in excess of that which it is legally entitled to receive for its claims or interests. The Debtors and Creditors’ Committee believe that, under the Plan, all Impaired Classes of Claims or Interests are treated in a manner that is consistent with the treatment of other Classes of Claims or Interests that are similarly situated, if any, and no Class of Claims or Interests will receive payments or property with an aggregate value greater than the aggregate value of the Allowed Claims or Allowed Interests in such Class. Accordingly, the Debtors and Creditors’ Committee believe that this Combined Plan and Disclosure Statement does not discriminate unfairly as to any Impaired Class of Claims or Interests.

The Bankruptcy Code provides a nonexclusive definition of the phrase “fair and equitable.” In order to determine whether a plan is “fair and equitable,” the Bankruptcy Code establishes “cram down” tests for secured creditors, unsecured creditors and equity holders, as follows:

(a) *Secured Creditors.* Either (i) each Impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each Impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.

(b) *Unsecured Creditors.* Either (i) each Impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

(c) *Equity Interests.* Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

As discussed above, the Debtors and Creditors’ Committee believe that the Distributions provided under the Plan satisfy the absolute priority rule, where required.

9. Procedure/Voting Deadlines

In order for your Ballot to count, you must (1) properly complete, date, and execute the Ballot and (2) deliver the Ballot to the Balloting Agent by either (a) first class mail to the Balloting Agent at the following address: Donlin, Recano & Company, Inc., re: Comcar Industries, Inc. Balloting Center c/o Donlin Recano Company Attn: Voting Department P.O. Box 199043 Blythebourne Station Brooklyn, NY 11219; (b) overnight courier or hand delivery to the Balloting Agent at the following address: Donlin, Recano & Company, Inc., re: Comcar Industries, Inc. Balloting Center c/o Donlin Recano Company Attn: Voting Department 6201 15th Ave Brooklyn,

NY 11219; or (c) online, by submitting your Ballot via the Balloting Agent's eBallot portal at <http://www.donlinrecano.com/clients/comcar/vote>.

The Balloting Agent must RECEIVE original Ballots on or before the Voting Deadline.

Any Ballot that is timely received, that contains sufficient information to permit the identification of the claimant and that is cast as an acceptance or rejection of this Combined Plan and Disclosure Statement will be counted and cast as an acceptance or rejection, as the case may be, of this Combined Plan and Disclosure Statement.

The following Ballots will not be counted or considered for any purpose in determining whether this Combined Plan and Disclosure Statement has been accepted or rejected by the class in which such Holder holds a Claim or Interest:

- a. any Ballot submitted that is received after the Voting Deadline, unless the Debtors or the Court grant an extension of the Voting Deadline with respect to such Ballot;
- b. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- c. any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote to accept or reject this Combined Plan and Disclosure Statement;
- d. any Ballot cast for a Claim designated or determined as unliquidated, contingent, or disputed or as zero or unknown in amount and for which no Bankruptcy Rule 3018(a) motion has been Filed by the Bankruptcy Rule 3018(a) motion deadline;
- e. any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of this Combined Plan and Disclosure Statement or that indicates both acceptance and rejection of this Combined Plan and Disclosure Statement;
- f. any Ballot not bearing an original signature; or
- g. any Ballot that is submitted by facsimile or other electronic communication.

10. Acceptance of this Combined Plan and Disclosure Statement

As a Creditor, your acceptance of this Combined Plan and Disclosure Statement is important. In order for this Combined Plan and Disclosure Statement to be accepted by an impaired Class of Claims, a majority in number (*i.e.*, more than half) and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept this Combined Plan and Disclosure Statement. At least one Impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept this Combined Plan and Disclosure Statement. The Debtors urge that you vote to accept this Combined Plan and Disclosure Statement. **YOU ARE URGED**

TO COMPLETE, DATE, SIGN AND PROMPTLY RETURN THE BALLOT. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE CREDITOR.

V. TREATMENT OF UNCLASSIFIED CLAIMS

Pursuant to section 1126(f) of the Bankruptcy Code, Holders of Unimpaired Claims are conclusively presumed to have accepted this Combined Plan and Disclosure Statement. The Holders of Administrative Expense Claims, Priority Tax Claims, and Professional Fee Administrative Claims are not Impaired under the Plan.

A. General Administrative Expense Claims

General Administrative Claims comprise Administrative Expense Claims, including, but not limited to all Allowed Claims arising under section 503(b)(9) of the Bankruptcy Code, and all unpaid post-petition obligations, and Professional Fee Administrative Claims.

With respect to Administrative Expense Claims, in full and complete satisfaction of their claims, each Holder of an Administrative Expense Claim shall receive payment on the later of (i) the Effective Date of the Plan (as defined below), (ii) the date such Administrative Expense Claim becomes an Allowed Claim by final order of the Bankruptcy Court, and (iii) the date such Administrative Expense Claim comes due in the ordinary course of business, with such Administrative Expense Claim being paid in full allowed amount in Cash (as determined by agreement, settlement, or final order of the Bankruptcy Court), or such other treatment as may be agreed upon by a holder of any such Allowed Administrative Expense Claim, and the Debtors (prior to the Effective Date) and the Wind-Down Trustee (after the Effective Date). To be eligible to receive Distributions under this Combined Plan and Disclosure Statement on account of an Administrative Expense Claim that is not otherwise expressly Allowed by this Combined Plan and Disclosure Statement, (i) a request for payment of an Administrative Expense Claim incurred during the Interim Administrative Expense Claims Periods must have been Filed on or before the Interim Administrative Expense Claims Bar Date, (ii) a request for payment of an Administrative Expense Claim incurred during the Second Interim Administrative Expense Claim Period must have been or be Filed on or before the Second Interim Administrative Expense Claim Bar Date; and (iii) a request for payment of an Administrative Expense Claim incurred during the Third Interim Administrative Expense Claim Period must have been Filed on or before the Third Interim Administrative Expense Claim Bar Date; *provided, however*, that Claims arising under section 503(b)(9) of the Bankruptcy Code shall be and remain subject to the General Bar Date.

Any Administrative Expense Claim that is not timely asserted by the applicable Administrative Expense Claims Bar Date shall be deemed disallowed under this Combined Plan and Disclosure Statement and shall not be entitled to a Distribution under the Plan and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process, or act to collect, offset, recoup, or recover such Claim. Statutory Claims and Administrative Expense Claims arising under 11 U.S.C. §503(b)(1)(D) are exempt from any requirement to file an Administrative Expense Claim.

Allowed Administrative Expense Claims shall be paid from the Wind-Down Trust Assets. The Debtors and the Wind-Down Trustee shall pay Allowed Administrative Expense Claims against the Debtors solely to the extent permitted by the Wind-Down Budget absent written consent from FIE.

B. Final Fee Applications and Payment of Professional Fee Claims

The deadline for submission by **all** Professionals for Bankruptcy Court approval of Professional Fee Administrative Claims shall be the Professional Fee Administrative Expense Claims Bar Date. Any Professional or other Person or Entity that is required to file and serve a request for final approval of a Professional Fee Administrative Claim pursuant to the Interim Compensation Order that fails to file and serve a timely request will be enjoined from asserting any request for payment of a Professional Fee Administrative Claim or participating in Distributions under the Plan on account thereof, and such Professional's fees shall be subject to disgorgement of all fees paid to date. All Professionals employed by the Debtors or the Creditors' Committee shall provide to the Debtors a good faith estimate of their accrued professional fees and expenses through the Effective Date (including an estimate for fees and expenses expected to be incurred after the Effective Date to prepare and prosecute allowance of final fee applications) within five (5) Business Days prior to the Confirmation Hearing. The aggregate amount of the Professional Fee Administrative Claims, including such estimates, shall be held in the Professional Fee Escrow Account. The Professional Fee Escrow Account shall not be encumbered by any Liens; *provided, however*, any excess funds in the Professional Fee Escrow Account, after satisfaction of all Allowed Professional Fee Administrative Claims, shall be transferred to the Wind-Down Trust, subject to FIE's Lien.

From and after the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Wind-Down Trustee and Liquidating Trustee, may employ and pay any Professional, in accordance with the Wind-Down Trust Agreement and Liquidating Trust Agreement, as applicable, in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court; *provided, however*, that the Wind-Down Trust and the Liquidating Trust shall comply with the reporting requirements set forth in the Wind-Down Trust Agreement and Liquidating Trust Agreement, respectively. Any Professional retained by the Wind-Down Trustee or Liquidating Trustee shall not be required to file fee applications with the Bankruptcy Court and the Wind-Down Trustee and Liquidating Trustee shall be allowed to pay such Professional, respectively, in the ordinary course.

With respect to Professional Fee Administrative Claims, in full and complete satisfaction of such Allowed Claims, each Holder of an Allowed Professional Fee Administrative Claim shall receive payment from the Wind-Down Trustee or the Debtors, as applicable, on the later of (i) the Effective Date of the Plan, and (ii) the date such Professional Fee Administrative Claim becomes an Allowed Claim by a Final Order of the Bankruptcy Court, to be paid from the Professional Fee Escrow in the full Allowed amount in Cash (as determined by agreement, settlement, or order of the Bankruptcy Court), but limited to the amount set forth for such Professional in the Wind-Down Budget (*provided, however*, any Creditors' Committee Professional Fee Administrative Claims in excess of \$100,000 for the period commencing on January 4, 2021 through the Effective Date shall not be paid from the Professional Fee Escrow Account), or such other treatment as may be agreed

upon by a holder of any such Allowed Professional Fee Administrative Claim, the Debtors and FIE.

Allowed Professional Fee Administrative Claims will be paid from the Professional Fee Escrow Account, which shall be funded up to the amount of all accrued and estimated Professional Fee Administrative Claims through the Effective Date. Funds held in the Professional Fee Escrow Account shall not be considered property of the Estates of the Debtors or the Post-Effective Date Debtors. Notwithstanding anything herein to the contrary, the Debtors and the Wind-Down Trustee shall pay Allowed Professional Fee Administrative Claims to the extent permitted by the Wind-Down Budget absent written consent of FIE and any amounts incurred by the Creditors' Committee Professionals in excess of \$100,000 for the period commencing January 4, 2021 through the Effective Date shall not be paid from the Professional Fee Escrow Account and shall be payable solely from the Liquidating Trust Assets.

C. Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim, if any, shall receive in full satisfaction of such Allowed Priority Tax Claim, in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, Cash on the Effective Date, equal to the Allowed amount of such Priority Tax Claim, or such other treatment as may be agreed upon by any such holder of a Priority Tax Claim, the Debtors and the Liquidating Trustee (after the Effective Date). Notwithstanding the foregoing, the Debtors and the Wind-Down Trustee shall pay Allowed Priority Tax Claims against the Debtors solely to the extent permitted by the Wind-Down Budget absent written consent of FIE.

D. Statutory Fees

Statutory Fees from the Petition Date through the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Wind-Down Trustee shall pay Statutory Fees associated with disbursements made by the Wind-Down Trust from the Wind-Down Trust Assets and the Liquidating Trustee shall pay Statutory Fees associated with disbursements made by the Liquidating Trust from the Liquidating Trust Assets. Notwithstanding this provision, each and every Debtor shall remain responsible for the payment of Statutory Fees until the earlier that a particular case is closed, dismissed or converted.

VI. CLASSIFICATION OF CLAIMS AND INTERESTS; ESTIMATED RECOVERIES

The Plan constitutes a separate Plan proposed by each Debtor and the classifications set forth below shall be deemed to apply to each Debtor, except for Class 8, which only applies to Comcar. The information in the table below is provided in summary form for illustrative purposes only and is subject to material change based on certain contingencies, including those related to the claims reconciliation process and value realized on the Remaining Assets, including the Causes of Action. Actual recoveries may vary widely within these ranges, and without any changes to any of the assumptions underlying these amounts could result in material adjustments to recovery estimates provided herein and/or the actual Distribution received by Creditors. The projected recoveries are based on information available to the Debtors as of the date of this Combined Plan and Disclosure Statement and reflect the Debtors' estimates as of such date only. In addition to

the cautionary notes contained elsewhere in the Combined Plan and Disclosure Statement, the Debtors emphasize that they make no representation as to the accuracy of these recovery estimates. The Debtors expressly disclaim any obligation to update any estimates or assumptions after the date hereof on any basis (including new or different information received and/or errors discovered).

All Claims and Interests, except Administrative Expense Claims and Priority Tax Claims, are placed in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is in a particular Class for the purposes of voting on, and receiving Distributions pursuant to, the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. Each Class of Claims against or Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Interests in each of the Debtors, as applicable, and each such sub-Class shall vote as a single separate Class for each of the Debtors, as applicable, and the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each of the Debtors. Treatment of the Creditors in a consolidated fashion and making Distributions from a single fund to Holders of Allowed Claims is a non-severable aspect of the Global Settlement embodied in the Plan.

Class	Type	Status Under Plan	Voting Status	Projected Recovery	Estimated Amount³
1	Prepetition Term Loan Claims	Impaired	Entitled to Vote	70%	\$25,049,700.47
2	Other Secured Claims	Unimpaired	Deemed to Accept	100%	\$4,149,188.64
3	Other Priority Claims; Priority Tax Claims	Unimpaired	Deemed to Accept	100%	\$341,098.19
4	General Unsecured Claims	Impaired	Entitled to Vote	2.7-4.0%	\$66,421,232.45
5	CWI and Bostick Unsecured Claims	Impaired	Entitled to Vote	2.7-4.0%	\$12,477,280.28
6	Intercompany Claims	Impaired	Deemed to Reject	0%	N/A
7	Intercompany Equity Interests	Impaired	Deemed to Reject	0%	N/A
8	Parent Equity Interests	Impaired	Deemed to Reject	0%	N/A

³ The estimated amount reflects the aggregate amount of Claims in each Class and excludes claims that have been satisfied.

VII. TREATMENT OF CLAIMS AND INTERESTS

A. Treatment of Claims and Interests

1. **Class 1 – Prepetition Term Loan Claims**

a. Classification

Class 1 consists of all Prepetition Term Loan Claims, including any related Liens.

b. Impairment and Voting

Class 1 is Impaired. Holders of Allowed Class 1 Prepetition Term Loan Claims are entitled to vote to accept or reject this Combined Plan and Disclosure Statement.

c. Allowance

The Prepetition Term Loan Claims are deemed Allowed Claims in the aggregate principal amount of \$25,049,700.47, plus any accrued and unpaid interest and expenses payable on or in connection with such amounts through the Effective Date in accordance with section 506(b) of the Bankruptcy Code.

d. Treatment

Except to the extent that a Holder of a Prepetition Term Loan Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of the Allowed Prepetition Term Loan Claims, the Holders of the Allowed Prepetition Term Loan Claims, subject to the funding requirements under the Plan and Global Settlement, shall receive: (i) receive its Pro Rata share of 100% of the beneficial interests in the Wind-Down Trust, which shall entitle the Holders of Prepetition Term Loan Claims to the net proceeds of all Wind-Down Trust Assets (other than those Wind-Down Trust Assets used to (a) make Distributions to Holders of Allowed Administrative Expense Claims (other than Holders of Professional Fee Administrative Claims, which shall be paid from the Professional Fee Escrow Account), Allowed Priority Tax Claims, Allowed Other Secured Claims and Allowed Other Priority Claims in accordance with the Plan and (b) pay Wind-Down Trust Operating Expenses) and excess funds reserved in the Professional Fee Escrow, (ii) retain their Liens against all Wind-Down Trust Assets, and (iii) receive the benefits of the Global Settlement embodied in the Plan, including the Debtor Releases.

2. **Class 2 – Other Secured Claims**

a. Classification

Class 2 consists of all Other Secured Claims, if any.

b. Impairment and Voting

Class 2 is Unimpaired. Holders of Allowed Class 2 Other Secured Claims are conclusively presumed to have accepted this Combined Plan and Disclosure Statement under section 1126(f) of

the Bankruptcy Code and, thus, are not entitled to vote to accept or reject this Combined Plan and Disclosure Statement.

c. Treatment

Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall receive one of the following treatments, as determined by the Debtors or the Liquidating Trustee, as soon as reasonably practicable after the Effective Date and the date on which such Other Secured Claim becomes an Allowed Secured Claim: (i) payment in full in Cash; (ii) delivery of the collateral securing any such Allowed Other Secured Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; or (iii) such other indubitable equivalent treatment rendering such Allowed Other Secured Claim unimpaired. Notwithstanding the foregoing, the Debtors and the Wind-Down Trustee shall pay Allowed Other Secured Claims against the Debtors solely to the extent permitted by the Wind-Down Budget absent written consent of FIE.

3. Class 3 – Other Priority Claims; Priority Tax Claims

a. Classification

Class 3 consists of all Other Priority Claims and Priority Tax Claims, if any.

b. Impairment and Voting

Class 3 is Unimpaired. Holders of Allowed Class 3 Other Priority Claims and Priority Tax Claims are conclusively presumed to have accepted this Combined Plan and Disclosure Statement under section 1126(f) of the Bankruptcy Code and, thus, are not entitled to vote to accept or reject this Combined Plan and Disclosure Statement.

c. Treatment

Except to the extent that a Holder of an Allowed Other Priority Claim and Priority Tax Claims agrees to a less favorable treatment, in full and final satisfaction, release, and discharge of each Allowed Other Priority Claim and Priority Tax Claim, each Holder of an Allowed Other Priority Claim shall be paid in full in Cash. Allowed Other Priority Claims and Allowed Priority Tax Claims shall be paid as soon as reasonably practicable after the later of the Effective Date and the date on which such Other Priority Claim or Priority Tax Claim becomes an Allowed Other Priority Claim or Allowed Priority Tax Claim, as applicable. Notwithstanding the foregoing, the Debtors and the Wind-Down Trustee shall pay Allowed Other Priority Claims and Priority Tax Claims against the Debtors solely to the extent permitted by the Wind-Down Budget absent written consent of FIE.

4. Class 4 –General Unsecured Claims

a. Classification

Class 4 consists of all General Unsecured Claims that are not CWI Unsecured Claims or Bostick Unsecured Claims.

b. Impairment and Voting

Class 4 is Impaired. Holders of the General Unsecured Claims in Class 4 are entitled to vote to accept or to reject this Combined Plan and Disclosure Statement.

c. Treatment

Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, each Holder of an Allowed General Unsecured Claim shall be entitled to receive a Pro Rata beneficial interest in the Liquidating Trust, which Pro Rata beneficial interest shall entitle such Holder of an Allowed General Unsecured Claim to the following on each applicable Distribution Date:

(a) the benefits of the settlement embodied in this Plan, including its Pro Rata share of the GUC Cash Pool in Cash, after reserves for Liquidating Trust Operating Expenses;

(b) its Pro Rata share of the net proceeds resulting from the prosecution of any Causes of Action (net of Liquidating Trust Operating Expenses), which shall be distributed by the Liquidating Trust on a Pro Rata basis to Holders of Allowed General Unsecured Claims in Class 4 and Allowed CWI and Bostick Unsecured Claims in Class 5, until all Allowed General Unsecured Claims in Class 4 are paid in full or the proceeds are exhausted;

(c) its Pro Rata share of the proceeds of all remaining Liquidating Trust Assets (net of Liquidating Trust Operating Expenses), which shall be distributed by the Liquidating Trust on a Pro Rata basis to the Holders of Allowed General Unsecured Claims in Class 4 and Allowed CWI and Bostick Unsecured Claims in Class 5, until all Allowed General Unsecured Claims in Class 4 are paid in full or the remaining Liquidating Trust Assets are exhausted; and

(d) In accordance with the Global Settlement, FIE waives its rights to any Distributions from the Liquidating Trust.

5. Class 5 –CWI and Bostick Unsecured Claims

a. Classification

Class 5 consists of all CWI Unsecured Claims and Bostick Unsecured Claims.

b. Impairment and Voting

Class 5 is Impaired. Holders of the CWI and Bostick Claims in Class 5 are entitled to vote to accept or to reject this Combined Plan and Disclosure Statement.

c. Treatment

Except to the extent that a Holder of an CWI and Bostick Claim agrees to a less favorable treatment, each Holder of an Allowed CWI and Bostick Claim shall be entitled to receive a Pro Rata beneficial interest in the Liquidating Trust, which Pro Rata beneficial interest shall entitle such Holder of an CWI and Bostick Claim to the following on each applicable Distribution Date:

(a) the benefits of the settlement embodied in this Plan, including its Pro Rata share of the GUC Cash Pool in Cash, after reserves for Liquidating Trust Operating Expenses;

(b) its Pro Rata share of the net proceeds resulting from the prosecution of any Causes of Action (net of Liquidating Trust Operating Expenses), which shall be distributed by the Liquidating Trust on a Pro Rata basis to Holders of Allowed General Unsecured Claims in Class 4 and Allowed CWI and Bostick Claims in Class 5, until all Allowed CWI and Bostick in Class 5 are paid in full or the proceeds are exhausted;

(c) its Pro Rata share of the proceeds of all remaining Liquidating Trust Assets (net of Liquidating Trust Operating Expenses), which shall be distributed by the Liquidating Trust on a Pro Rata basis to the Holders of Allowed General Unsecured Claims in Class 4 and Allowed CWI and Bostick Claims in Class 5, until all Allowed CWI and Bostick Claims in Class 5 are paid in full or the remaining Liquidating Trust Assets are exhausted; and

(d) In accordance with the Global Settlement, FIE waives its rights to any Distributions from the Liquidating Trust.

6. Class 6 – Intercompany Claims

Class 6 consists of all Intercompany Claims.

a. Impairment and Voting

Class 6 is Impaired. Holders of Allowed Class 6 Intercompany Claims are conclusively presumed to have rejected this Combined Plan and Disclosure Statement under section 1126(f) of the Bankruptcy Code and, thus, are not entitled to vote to accept or reject this Combined Plan and Disclosure Statement.

b. Treatment

Each Holder of an Intercompany Claim in Class 6 will not receive a Distribution under the Combined Plan and Disclosure Statement, and such Holders will not receive a Distribution on account of their Intercompany Claims.

7. Class 7 – Intercompany Equity Interests

a. Classification

Class 7 consists of all Intercompany Equity Interests.

b. Impairment and Voting

Class 7 is Impaired. Holders of Allowed Class 7 Intercompany Equity Interests are conclusively presumed to have rejected this Combined Plan and Disclosure Statement under section 1126(f) of the Bankruptcy Code and, thus, are not entitled to vote to accept or reject this Combined Plan and Disclosure Statement.

c. Treatment

Each Holder of an Intercompany Equity Interest in Class 7 will not receive a Distribution under the Combined Plan and Disclosure Statement, and its Equity Interests will be canceled, released, and expunged without any Distribution as of the Effective Date.

8. Class 8 – Parent Equity Interests

a. Classification

Class 8 consists of all Parent Equity Interests.

b. Impairment and Voting

Class 8 is Impaired. Holders of Allowed Class 8 Parent Equity Interests are conclusively presumed to have rejected this Combined Plan and Disclosure Statement under section 1126(f) of the Bankruptcy Code and, thus, are not entitled to vote to accept or reject this Combined Plan and Disclosure Statement.

c. Treatment

Each Holder of a Parent Equity Interest in Class 8 will not receive a Distribution under the Combined Plan and Disclosure Statement, and its Equity Interests will be canceled, released, and expunged without any Distribution or return of property as of the Effective Date.

B. Global Settlement

The Plan embodies a global settlement of (i) all Causes of Action the Debtors and their Estates may hold against FIE and its Related Persons, including all Avoidance Actions, breach of fiduciary duty and equitable relief against FIE and its Related Persons described in the Committee

Letter on the one hand, and (ii) all Claims, including all Secured Claims, including Diminution in Value Claims that FIE may hold against the Debtors and their Estates and DIP Collateral that are secured by the Term Loan Adequate Protection Liens attaching to all Causes of Action and the proceeds thereof, including Avoidance Actions and commercial tort Claims on the other hand. The Global Settlement involves (i) granting to FIE and its Representatives the (a) Debtor Releases and (b) Third-Party Releases provided for in Article XII of the Plan by the Releasing Parties, (ii) in exchange for (a) a carve out and subordination of FIE's Liens and Claims to and funding of the Allowed Administrative Expense Claims, Allowed Professional Fee Administrative Claims, Allowed Claims of the Claims Agent, Claims of the U.S. Trustee, Allowed Priority Tax Claims and Allowed Other Priority Claims and Wind-Down Budget agreed upon between FIE and the Wind-Down Trustee; (b) releasing its Lien on Avoidance Action proceeds, which Avoidance Actions other than against Released Parties shall vest in the Liquidating Trust; (c) releasing its Liens on the net proceeds of any Causes of Action against Directors and Officers that are covered by D&O Insurance, except with respect to the Released Parties (FIE and its Representatives are not releasing their entitlement to coverage and defense under the D&O Insurance); (d) releasing any Lien on the net proceeds from the Adversary Proceeding; (e) funding of the GUC Cash Pool on the Effective Date; and (f) waiving any right to Distributions on account of any Prepetition Term Loan Deficiency Claim or any other Claim that FIE may hold against the Debtors' Estates. The Liquidating Trust Assets shall vest in the Liquidating Trust free and clear of any Lien held by FIE. The Wind-Down Trust Assets shall vest in the Wind-Down Trust subject to the perfected, unavoidable and enforceable Liens held by FIE.

C. Modification of Treatment of Claims and Interests

The Debtors reserve the right to modify the treatment of any Allowed Claim or Interest in any manner adverse only to the Holder of such Claim or Interest at any time after the Effective Date upon the consent of the Holder of the Claim or Interest whose Allowed Claim or Interest, as the case be, is being adversely affected.

**VIII. PROVISIONS REGARDING THE WIND-DOWN TRUST
AND LIQUIDATING TRUST**

A. Post-Effective Date Debtors/Wind-Down Trust

1. Post-Effective Date Debtors and Appointment of Wind-Down Trustee

The Wind-Down Trustee shall be selected by FIE and shall be identified by the Debtors in the Plan Supplement. At the Plan Confirmation Hearing, the Bankruptcy Court shall consider and, if appropriate, ratify the selection of the Wind-Down Trustee. All compensation for the Wind-Down Trustee shall be paid from the Wind-Down Trust Assets, as may be reserved by the Wind-Down Trustee, in accordance with the Wind-Down Trust Agreement and subject to the Wind-Down Budget. The approved Person or Persons shall serve as the Wind-Down Trustee upon execution of the Wind-Down Trust Agreement on or before the Effective Date. The Wind-Down Trustee shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. The Wind-Down Trust Agreement shall be provided in the Plan Supplement. On the Effective Date, all Beneficiaries of the Wind-Down Trust shall be deemed to have ratified and become bound by the terms and conditions of the

Wind-Down Trust Agreement. In the event that the Wind-Down Trustee resigns or is removed, terminated, or otherwise unable to serve as Wind-Down Trustee, then successors shall be appointed as set forth in the Wind-Down Trust Agreement. Any successor Wind-Down Trustee appointed shall be bound by and comply with the terms of this Combined Plan and Disclosure Statement, the Plan Confirmation Order, and the Liquidating Trust Agreement.

Following the Effective Date, the Wind-Down Trustee shall also be, and shall enjoy the powers of, the Debtors' co-authorized representative with the Liquidating Trustee, for all purposes, including, without limitation, section 1123 of the Bankruptcy Code. No further proof of such power shall be necessary or required. The Wind-Down Trustee shall act for the Post-Effective Date Debtors in the same fiduciary capacity as applicable to a board of managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of any persons acting as managers and officers of the Post-Effective Date Debtors shall be deemed to have resigned, solely in their capacities as such, and the Wind-Down Trustee, as a representative of the Post-Effective Date Debtors shall be appointed as the sole manager and sole officer of the Post-Effective Date Debtors and shall succeed to the powers of the Post-Effective Date Debtors' managers and officers. From and after the Effective Date, the Wind-Down Trustee shall be the sole representative of, and shall act for, the Post-Effective Date Debtors. For the avoidance of doubt, the foregoing shall not limit the authority of the Post-Effective Date Debtors or the Wind-Down Trustee, as applicable, to continue the employment any former manager or officer, including pursuant to any transition services agreement or other employment agreement entered into on or after the Effective Date by and between the Post-Effective Date Debtors.

The Debtors shall continue in existence after the Effective Date as the Post-Effective Date Debtors for purposes of winding down the Debtors' Estates and affairs as expeditiously as reasonably possible. Notwithstanding anything to the contrary herein, neither the Post-Effective Date Debtors nor the Wind-Down Trustee shall take any material actions in respect of liquidating or otherwise disposing of the Wind-own Trust Assets, without the consent of FIE in its capacity as oversight board of the Wind-Down Trust. FIE exclusively shall appoint any oversight board of the Wind-Down Trust.

The Wind-Down Trust shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (a) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (b) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Post-Effective Date Debtors to File motions or substitutions of parties or counsel in each such matter; *provided, however*, with respect to Liquidating Trust Assets or proceedings vesting in the Liquidating Trust or commenced by the Liquidating Trustee, the Liquidating Trust and Liquidating Trustee shall be the representative of the Estates and party in interest.

2. Creation of Wind-Down Trust

On the Effective Date, the Wind-Down Trustee shall sign the Wind-Down Trust Agreement and, in its capacity as Wind-Down Trustee, accept all Wind-Down Trust Assets on behalf of the Beneficiaries, and be authorized to obtain, seek the turnover, liquidate, and collect

all of the Wind-Down Trust Assets not in its possession or control. The Wind-Down Trust will then be deemed created and effective without any further action by the Bankruptcy Court or any Person as of the Effective Date. The Wind-Down Trust shall be established for the primary purpose of liquidating the Wind-Down Trust Assets and for making Distributions in accordance with this Combined Plan and Disclosure Statement and the Wind-Down Trust Agreement, with no objective to continue or engage in the conduct of a trade or business, except only in the event and to the extent necessary to, and consistent with, the liquidating purpose of the Wind-Down Trust.

3. Beneficiaries of Wind-Down Trust

The Holders of Allowed Prepetition Term Loan Claims shall be the primary Beneficiaries of the Wind-Down Trust. The Holders of Allowed Prepetition Term Loan Claims shall receive all net proceeds of the Wind-Down Trust Assets (after payment of the Wind-Down Trust Operating Expenses and Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Secured Claims and Allowed Other Priority Claims, in each case in accordance with the Plan and the Wind-Down Budget) until the satisfaction of the Allowed Prepetition Term Loan Claims, then the Liquidating Trust shall be the Beneficiary of any residue.

4. Vesting and Transfer of Assets to Wind-Down Trust

In accordance with section 1141(b) of the Bankruptcy Code, the Wind-Down Trust Assets shall be assigned, transferred, and vest in the Wind-Down Trust, as of the Effective Date, free and clear of all Claims and Liens, except as otherwise specifically provided in this Combined Plan and Disclosure Statement or in the Plan Confirmation Order; *provided, however*, that the Wind-Down Trustee may abandon or otherwise not accept any Wind-Down Trust Assets that the Wind-Down Trustee believes to have no value to, or will be unduly burdensome to, the Wind-Down Trust with the written consent of FIE. Any Wind-Down Trust Assets that the Wind-Down Trustee so abandons or otherwise does not accept shall not be property of the Wind-Down Trust. For avoidance of doubt, the Wind-Down Trust shall take the Wind-Down Trust Assets subject to the Liens of the Holders of Prepetition Term Loan Claims.

Upon the transfer of the Wind-Down Trust Assets as more fully set forth in the Wind-Down Trust Agreement, the Debtors or Post-Effective Date Debtors (other than the Wind-Down Trust) will have no reversionary or further interest in or with respect to the Wind-Down Trust Assets.

On the Effective Date, the Wind-Down Trustee shall designate an existing account as, or establish, the Segregated Collateral Account for the benefit of the Holders of Prepetition Term Loan Claims, use the Segregated Collateral Account to pay the Wind-Down Trust Operating Expenses and deposit proceeds from the sale or other liquidation of Wind-Down Trust Assets in the Segregated Collateral Account. The Holders of Prepetition Term Loan Claims shall hold a valid, unavoidable, perfected and enforceable Lien on the Segregated Collateral Account. Upon satisfaction of the Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Secured Claims and Allowed Other Priority Claims in accordance with the Plan, the Segregated Collateral Account shall be used to disburse proceeds from the sale of the Wind-Down Trust Assets to the Holders of Prepetition Term Loan Claims until the satisfaction of the Allowed Prepetition Term Loan Claims pursuant to Article VI of the Plan.

5. Funding of the Wind-Down Trust

The Wind-Down Trust shall be funded from the Wind-Down Trust Assets. To the extent not paid in full in Cash on the Effective Date, Administrative Expense Claims (other than Professional Fee Administrative Claims), Priority Tax Claims, Other Secured Claims and Other Priority Claims not yet Allowed or Disputed, shall be paid from the Wind-Down Trust Assets once Allowed, approved, or authorized to be paid by the Court, subject to the Wind-Down Budget.

6. Distributions from the Wind-Down Trust

Distributions from the Wind-Down Trust shall be made in accordance with the Combined Plan and Disclosure Statement and the Wind-Down Trust Agreement. The Wind-Down Trustee shall make Distributions to the Wind-Down Trust Beneficiaries (i) first, to the Holders of Allowed Administrative Expense Claims (other than Professional Fee Administrative Claims), Allowed Priority Tax Claims, Allowed Other Secured Claims and Allowed Other Priority Claims until such Claims are satisfied in full, in each case in accordance with this Plan and the Wind-Down Budget, (ii) second, to the Holders of Allowed Prepetition Term Loan Claims until the satisfaction of the Allowed Prepetition Term Loan Claims in full, and (iii) then to the Liquidating Trust in accordance with this Plan. For the avoidance of doubt, proceeds of the Wind-Down Trust shall be used to pay any Wind-Down Trust Operating Expenses, subject to the Wind-Down Budget, prior to making any Distributions to Beneficiaries of the Wind-Down Trust.

7. Certain Powers and Duties of the Wind-Down Trust and Wind-Down Trustee

a. General Powers of the Wind-Down Trustee

The Wind-Down Trustee shall be, and enjoy the powers of, the Debtors' authorized representative for all purposes and shall have the power and authority to perform the acts described in the Wind-Down Trust Agreement (subject to approval by the Bankruptcy Court where applicable), in addition to any powers granted by law or conferred to it by any other provision of this Combined Plan and Disclosure Statement, *provided, however*, that enumeration of the following powers shall not be considered in any way to limit or control the power and authority of the Wind-Down Trustee to act as specifically authorized by any other provision of this Combined Plan and Disclosure Statement, the Wind-Down Trust Agreement, and/or any applicable law, and to act in such manner as the Wind-Down Trustee may deem necessary or appropriate, including, without limitation, to discharge all obligations assumed by the Wind-Down Trustee and to conserve and protect the Wind-Down Trust or to confer on the Beneficiaries the benefits intended to be conferred upon them by this Combined Plan and Disclosure Statement. The powers, rights, and responsibilities of the Wind-Down Trustee shall be specified in the Wind-Down Trust Agreement and shall include the authority, power, and responsibility to: (a) receive, manage, invest, supervise, and protect Wind-Down Trust Assets; (b) pay taxes or other obligations incurred by the Wind-Down Trust and issue to employees or other Persons, and/or file with the appropriate Governmental Units, applicable tax and wage returns and forms; (c) retain and compensate, without application to or further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution and distribution of Wind-Down Trust Assets; (d) resolve issues involving Administrative Expense Claims, Other Secured Claims, Priority Tax Claims and Other Priority Claims in accordance with

this Combined Plan and Disclosure Statement, including the power to object to such Claims and to subordinate and recharacterize such Claims by objection, motion, or adversary proceeding; (e) calculate and implement Distributions of Wind-Down Trust Assets to Holders of Allowed Prepetition Term Loan Claims, and subject to the Wind-Down Budget to Holders of Allowed Administrative Expense Claims (other than Holders of Professional Fee Administrative Claims), Allowed Priority Tax Claims, Allowed Other Secured Claims and Allowed Other Priority Claims in accordance with the Plan; (f) following the satisfaction of the Allowed Prepetition Term Loan Claims, transfer any remaining Wind-Down Trust Assets and the proceeds thereof to the Liquidating Trust in accordance with the Plan; and (g) take action under such other powers as may be vested in or assumed by the Wind-Down Trustee consistent with this Combined Plan and Disclosure Statement, the Wind-Down Trust Agreement, and any applicable Orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of this Combined Plan and Disclosure Statement. The Wind-Down Trustee may incur any reasonable and necessary expenses in liquidating and converting the Wind-Down Trust Assets to Cash, subject to the Wind-Down Budget.

b. Books and Records

On the Effective Date, the Wind-Down Trustee shall: (a) take possession of all books, records, and files of the Debtors and the Estates that were not sold and transferred in connection with the 363 Sales; and (b) provide for the retention and storage of such books, records, and files until such time as the Wind-Down Trustee determines, in accordance with the Wind-Down Trust Agreement, that retention of same is no longer necessary or beneficial.

The Wind-Down Trustee shall cooperate with the Liquidating Trustee, including by providing access to the books, records, and files of the Debtors and the Estates of which it takes possession to the extent reasonably necessary for the Liquidating Trustee to liquidate the Liquidating Trust Assets.

c. Investments of Cash

The Wind-Down Trust may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by section 345 of the Bankruptcy Code or in other prudent investments, *provided, however*, that such investments are permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

d. Costs and Expenses of Administration of the Wind-Down Trust

All Wind-Down Trust Operating Expenses shall be the responsibility of and paid by the Wind-Down Trust from the Wind-Down Trust Assets in accordance with the Wind-Down Trust Agreement and subject to the Wind-Down Budget.

e. Reporting

The Wind-Down Trustee shall respond to reasonable requests for information respecting the Wind-Down Trust from FIE or the U.S. Trustee, including information regarding (i) the

amounts, recipients, and dates of all Distributions made by the Wind-Down Trustee under this Combined Plan and Disclosure Statement, (ii) the remaining Wind-Down Trust Assets, and (iii) the expenses incurred by the Wind-Down Trust. In no event later than third (30) Business Days after the end of the first full quarter following the Effective Date and on a quarterly basis thereafter until all Wind-Down Trust Assets have been Distributed, otherwise paid out in accordance with this Combined Plan and Disclosure Statement and the Wind-Down Trust Agreement, or abandoned in accordance with this Combined Plan and Disclosure Statement and the Wind-Down Trust Agreement, the Wind-Down Trustee shall provide FIE with a report setting forth the information in the preceding sentence.

8. Federal Income Tax Treatment of the Wind-Down Trust for the Wind-Down Trust Assets

For all U.S. federal income tax purposes, it is intended that the Wind-Down Trust be classified as a liquidating trust under section 301.7701-4 of the Treasury regulations and that the trust be owned by its Beneficiaries. Accordingly, for U.S. federal income tax purposes, it is intended that the beneficiaries of the Wind-Down Trust be treated as if they had received an interest in the Wind-Down Trust Assets and then contributed such interests to the Wind-Down Trust. The Wind-Down Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Wind-Down Trusts Assets, make timely distributions to the beneficiaries of the Wind-Down Trust pursuant to the Plan and the Confirmation Order, and not unduly prolong its duration.

The Wind-Down Trust shall be responsible for filing all federal, state, and local tax returns for the Wind-Down Trust relating to the Wind-Down Trust Assets only. The Wind-Down Trust shall comply with all withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions made by the Wind-Down Trust shall be subject to any such withholding and reporting requirements. The Wind-Down Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements including, without limitation, requiring that, as a condition to the receipt of a Distribution, the Holder of an Allowed Claim complete the appropriate IRS Form W-8 or IRS Form W-9, as applicable to each Holder. Notwithstanding any other provision of this Combined Plan and Disclosure Statement, (a) each Holder of an Allowed Claim that is to receive a Distribution from the Wind-Down Trust shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income and other tax obligations, on account of such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder under this Combined Plan and Disclosure Statement unless and until such Holder has made arrangements satisfactory to the Wind-Down Trustee to allow them to comply with its tax withholding and reporting requirements. Any property to be distributed by the Wind-Down Trust shall, pending the implementation of such arrangements, be treated as an undeliverable Distribution to be held by the Wind-Down Trustee, as the case may be, until such time as the Wind-Down Trustee is satisfied with the Holder's arrangements for any withholding tax obligations.

9. Term of Wind-Down Trust

The Wind-Down Trustee shall be discharged and the Wind-Down Trust shall be terminated, at such time as (i) all Disputed Claims that are Administrative Expense Claims, Other

Secured Claims, Priority Tax Claims and Other Priority Claims have been resolved, (ii) all of the Wind-Down Trust Assets have been liquidated, (iii) all duties and obligations of the Wind-Down Trustee under the Wind-Down Trust Agreement have been fulfilled, and (iv) all Distributions required to be made by the Wind-Down Trust under this Combined Plan and Disclosure Statement and the Wind-Down Trust Agreement have been made; *provided, however*, that in no event shall the Wind-Down Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension (not to exceed one (1) year, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Wind-Down Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Wind-Down Trust Assets.

10. Limitation of Liability of the Wind-Down Trustee

The Wind-Down Trust shall indemnify the Wind-Down Trustee and its professionals against any losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims that the Wind-Down Trustee or its professionals may incur or sustain by reason of being or having been a Wind-Down Trustee or professionals of the Wind-Down Trustee for performing any functions incidental to such service; *provided, however*, the foregoing shall not relieve the Wind-Down Trustee or its professionals from liability for bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and, as required under Rule 1.8(h)(1) of the Delaware Layers' Rules of Professional Conduct, malpractice.

B. Liquidating Trust

1. Appointment of the Liquidating Trustee

The Liquidating Trustee shall be selected by the Creditors' Committee and shall be identified by the Debtors in the Plan Supplement. At the Plan Confirmation Hearing, the Bankruptcy Court shall consider and, if appropriate, ratify the selection of the Liquidating Trustee. All compensation for the Liquidating Trustee shall be paid from the Liquidating Trust Assets, as may be reserved by the Liquidating Trustee in the Liquidating Trust Operating Reserve, in accordance with the Liquidating Trust Agreement. The approved Person or Persons shall serve as the Liquidating Trustee upon execution of the Liquidating Trust Agreement on or before the Effective Date. The Liquidating Trustee shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. The Liquidating Trust Agreement shall be provided in the Plan Supplement. On the Effective Date, all Beneficiaries of the Liquidating Trust shall be deemed to have ratified and become bound by the terms and conditions of the Liquidating Trust Agreement. In the event that the Liquidating Trustee resigns or is removed, terminated, or otherwise unable to serve as Liquidating Trustee, then successors shall be appointed as set forth in the Liquidating Trust Agreement. Any successor Liquidating Trustee appointed shall be bound by and comply with the terms of this Combined Plan and Disclosure Statement, the Plan Confirmation Order, and the Liquidating Trust Agreement.

Following the Effective Date, the Liquidating Trustee shall also be, and shall enjoy the powers of, the Debtors' co-authorized representative with the Wind-Down Trustee, for all purposes, including, without limitation, section 1123 of the Bankruptcy Code. No further proof of such power shall be necessary or required.

2. Creation of Liquidating Trust

On the Effective Date, the Liquidating Trustee shall sign the Liquidating Trust Agreement and, in its capacity as Liquidating Trustee, accept all Liquidating Trust Assets on behalf of the Beneficiaries, and be authorized to obtain, seek the turnover, liquidate, and collect all of the Liquidating Trust Assets not in its possession or control. The Liquidating Trust will then be deemed created and effective without any further action by the Bankruptcy Court or any Person as of the Effective Date. The Liquidating Trust shall be established for the primary purpose of liquidating the Liquidating Trust Assets and for making Distributions in accordance with this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement, with no objective to continue or engage in the conduct of a trade or business, except only in the event and to the extent necessary to, and consistent with, the liquidating purpose of the Liquidating Trust.

3. Beneficiaries of Liquidating Trust

The Holders of Allowed General Unsecured Claims and Holders of Allowed CWI and Bostick Claims entitled to Distributions hereunder shall be the Beneficiaries of the Liquidating Trust and shall receive all of the net proceeds of the Liquidating Trust Assets (after payment of the Liquidating Trust Operating Expenses in accordance with the Plan). Such Beneficiaries shall be bound by the Liquidating Trust Agreement. The interests of the Beneficiaries in the Liquidating Trust shall be uncertificated and shall be nontransferable except upon death of the interest holder or by operation of law. For avoidance of doubt, the Holders of Prepetition Term Loan Claims shall not be Beneficiaries of the Liquidating Trust.

4. Vesting and Transfer of Assets to the Liquidating Trust

In accordance with section 1141(b) of the Bankruptcy Code, the Liquidating Trust Assets shall be assigned, transferred, and vest in the Liquidating Trust free and clear of all Claims and Liens, except as otherwise specifically provided in this Combined Plan and Disclosure Statement or in the Plan Confirmation Order; *provided, however*, that the Liquidating Trustee may abandon or otherwise not accept any Liquidating Trust Assets that the Liquidating Trustee believes, in good faith, to have no value to, or will be unduly burdensome to, the Liquidating Trust. Any Liquidating Trust Assets that the Liquidating Trustee so abandons or otherwise does not accept shall not be property of the Liquidating Trust. As of the Effective Date, all Liquidating Trust Assets vest in the Liquidating Trust free and clear of all Liens, Claims, and Interests except as otherwise specifically provided in this Combined Plan and Disclosure Statement or in the Plan Confirmation Order.

5. Funding of the Liquidating Trust

The Liquidating Trust shall be funded from the Liquidating Trust Assets and the proceeds thereof. On the Effective Date, the Debtors and the Debtors' Estates shall transfer and be deemed to have transferred the Liquidating Trust Assets to the Liquidating Trust and such Liquidating

Trust Assets shall vest in the Liquidating Trust to be utilized, administered, and distributed by the Liquidating Trustee in accordance with the terms and conditions of this Combined Plan and Disclosure Statement, the Plan Confirmation Order, and the Liquidating Trust Agreement.

6. Distributions from the Liquidating Trust

Distributions from the Liquidating Trust shall be made in accordance with the Combined Plan and Disclosure Statement and the Liquidating Trust Agreement. For the avoidance of doubt, proceeds of the Liquidating Trust Assets shall be used to pay any Liquidating Trust Operating Expenses prior to making any Distributions to Beneficiaries of the Liquidating Trust.

7. Certain Powers and Duties of the Liquidating Trust and Liquidating Trustee

a. General Powers of the Liquidating Trustee

The Liquidating Trustee shall be, and enjoy the powers of, the Debtors' authorized representative for all purposes and shall have the power and authority to perform the acts described in the Liquidating Trust Agreement (subject to approval by the Bankruptcy Court where applicable), in addition to any powers granted by law or conferred to it by any other provision of this Combined Plan and Disclosure Statement, *provided, however*, that enumeration of the following powers shall not be considered in any way to limit or control the power and authority of the Liquidating Trustee to act as specifically authorized by any other provision of this Combined Plan and Disclosure Statement, the Liquidating Trust Agreement, and/or any applicable law, and to act in such manner as the Liquidating Trustee may deem necessary or appropriate, including, without limitation, to discharge all obligations assumed by the Liquidating Trustee and to conserve and protect the Liquidating Trust or to confer on the Beneficiaries the benefits intended to be conferred upon them by this Combined Plan and Disclosure Statement. The powers, rights, and responsibilities of the Liquidating Trustee shall be specified in the Liquidating Trust Agreement and shall include the authority, power, and responsibility to: (a) receive, manage, invest, supervise, and protect Liquidating Trust Assets; (b) pay taxes or other obligations incurred by the Liquidating Trust and issue to employees or other Persons, and/or file with the appropriate Governmental Units, applicable tax and wage returns and forms; (c) retain and compensate, without application to or further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution and distribution of Liquidating Trust Assets; (d) calculate and implement Distributions of Liquidating Trust Assets; (e) investigate, prosecute, compromise, and settle, in accordance with the specific terms of the Liquidating Trust Agreement and without further order of the Bankruptcy Court, Causes of Action vested in the Liquidating Trust, to the extent applicable; (f) resolve issues involving Claims and Interests, except Administrative Expense Claims, Other Secured Claims, Priority Tax Claims and Other Priority Claims, in accordance with this Combined Plan and Disclosure Statement, including the power to object to Claims, except Administrative Expense Claims, Other Secured Claims, Priority Tax Claims and Other Priority Claims unless agreed upon with the Wind-Down Trustee, and to subordinate and recharacterize Claims by objection, motion, or adversary proceeding; (g) undertake all administrative functions of the Chapter 11 Cases, including the payment of Statutory Fees incurred by the Liquidating Trust post-Effective Date and the ultimate closing of the Chapter 11 Cases should the Liquidating Trust not be concluded prior to the Wind-Down Trust; and (h) take action under such other powers as may be vested in or assumed by the Liquidating

Trustee consistent with this Combined Plan and Disclosure Statement, the Liquidating Trust Agreement, and any applicable Orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of this Combined Plan and Disclosure Statement.

Except as expressly set forth in this Combined Plan and Disclosure Statement and in the Liquidating Trust Agreement, the Liquidating Trustee, on behalf of the Liquidating Trust, shall have absolute discretion to pursue or not to pursue any Causes of Action as he/she/it determines is in the best interests of the Liquidating Trust's Beneficiaries and consistent with the purposes of the Liquidating Trust, and shall be indemnified to the fullest extent permitted under applicable law by the Estates for the outcome of his, her, or its decisions, other than those decisions constituting gross negligence or willful misconduct. The Liquidating Trustee may incur any reasonable and necessary expenses in liquidating and converting the Liquidating Trust Assets to Cash. The Liquidating Trust is a successor to the Debtors and their Estates. The Liquidating Trustee shall be granted standing, authority, power, and right to assert, prosecute, and/or settle the Causes of Action, including making a claim under the Insurance Policies based upon its powers as a bankruptcy-appointed representative of the Debtors' Estates with the same or similar abilities possessed by insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators, or similar officials. Causes of Action will vest in the Liquidating Trust; *however*, there can be no assurance as to the outcome of such Causes of Action or the dollar amount of any recovery that will be obtained by the Liquidating Trust.

b. Books and Records

The Liquidating Trustee shall cooperate with the Wind-Down Trustee, including providing for the retention and storage of the books, records, and files of the Debtors and the Estates which it takes possession to the extent reasonably necessary for the Wind-Down Trustee to liquidate the Wind-Down Trust Assets.

c. Investments of Cash

The Liquidating Trust may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by section 345 of the Bankruptcy Code or in other prudent investments, *provided, however*, that such investments are permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

d. Costs and Expenses of Administration of the Liquidating Trust

All Liquidating Trust Operating Expenses shall be the responsibility of and paid by the Liquidating Trust in accordance with the Liquidating Trust Agreement from the Liquidating Trust Assets.

e. Reporting

In no event later than thirty (30) Business Days after the end of the first full quarter following the Effective Date and on a quarterly basis thereafter until all Cash in the Liquidating

Trust has been Distributed or otherwise paid out in accordance with this Combined Plan and Disclosure Statement, the Liquidating Trustee shall File a report setting forth the amounts, recipients, and dates of all Distributions made by the Liquidating Trustee under this Combined Plan and Disclosure Statement through each applicable reporting period.

8. Federal Income Tax Treatment of the Liquidating Trust for the Liquidating Trust Assets

For federal income tax purposes, it is intended that the Liquidating Trust be classified as a liquidating trust under section 301.7701-4 of the Treasury regulations and that the trust be owned by its Beneficiaries. Accordingly, for federal income tax purposes, it is intended that the beneficiaries be treated as if they had received a distribution from the Estates of an undivided interest in the Liquidating Trust Assets (to the extent of the value of their respective share in the applicable assets) and then contributed such interests to the Liquidating Trust, and the Liquidating Trust's Beneficiaries will be treated as the grantors and owners thereof.

The Liquidating Trust shall be responsible for filing all federal, state, and local tax returns for the Liquidating Trust only. The Liquidating Trust shall comply with all withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions made by the Liquidating Trust shall be subject to any such withholding and reporting requirements. The Liquidating Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements including, without limitation, requiring that, as a condition to the receipt of a Distribution, the Holder of an Allowed Claim complete the appropriate IRS Form W-8 or IRS Form W-9, as applicable to each Holder. Notwithstanding any other provision of this Combined Plan and Disclosure Statement, (a) each Holder of an Allowed Claim that is to receive a Distribution from the Liquidating Trust shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income and other tax obligations, on account of such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder under this Combined Plan and Disclosure Statement unless and until such Holder has made arrangements satisfactory to the Liquidating Trustee to allow them to comply with its tax withholding and reporting requirements. Any property to be distributed by the Liquidating Trust shall, pending the implementation of such arrangements, be treated as an undeliverable Distribution to be held by the Liquidating Trustee, as the case may be, until such time as the Liquidating Trustee is satisfied with the Holder's arrangements for any withholding tax obligations.

9. Term of Liquidating Trust

The Liquidating Trustee shall be discharged and the Liquidating Trust shall be terminated, at such time as (i) all Disputed Claims that are General Unsecured Claims or CWI and Bostick Unsecured Claims have been resolved, (ii) all of the Liquidating Trust Assets have been liquidated, (iii) all duties and obligations of the Liquidating Trustee under the Liquidating Trust Agreement have been fulfilled, (iv) all Distributions required to be made by the Liquidating Trust under this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement have been made, and (v) the Chapter 11 Cases have been closed; *provided, however*, that in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the

Bankruptcy Court, upon motion within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension (not to exceed one (1) year, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Liquidating Trust Assets.

10. Limitation of Liability of the Liquidating Trustee

The Liquidating Trust shall indemnify the Liquidating Trustee and its professionals against any losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims that the Liquidating Trustee or its professionals may incur or sustain by reason of being or having been a Liquidating Trustee or professionals of the Liquidating Trustee for performing any functions incidental to such service; *provided, however*, the foregoing shall not relieve the Liquidating Trustee or its professionals from liability for bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and, as required under Rule 1.8(h)(1) of the Delaware Lawyers' Rules of Professional Conduct, malpractice.

IX. ADDITIONAL MEANS FOR IMPLEMENTATION

In addition to the provisions set forth elsewhere in this Plan, the following shall constitute the means of execution and implementation of this Plan.

A. Global Settlement

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates a compromise and settlement of various potential, threatened and asserted Claims and Causes of Action the Debtors and their Estates may hold against FIE and its Related Persons in the form of the Global Settlement, as set forth in Article VI of the Plan. The Global Settlement is a cornerstone of the Plan and necessary to achieve a beneficial and efficient resolution of the Chapter 11 Cases for all parties in interest. The Plan shall be deemed to constitute a motion pursuant to Bankruptcy Rule 9019, seeking approval of the Global Settlement, and the entry of the Plan Confirmation Order shall constitute the Bankruptcy Court's approval of such motion and each of the compromises or settlements that comprise the Global Settlement, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are within the range of reasonableness, in the best interests of the Debtors, their Estates, their Creditors, and other parties-in-interest, and fair and equitable.

B. Sole Recourse

Except as otherwise set forth in this Plan, the Plan Confirmation Order, or other Final Orders of the Bankruptcy Court, Holders of Prepetition Term Loan Claims against the Debtors will have recourse solely to the Wind-Down Trust Assets of the Wind-Down Trust for the payment and satisfaction of their Allowed Prepetition Term Loan Claims against the Debtors in accordance with the terms of this Plan and the Wind-Down Trust Agreement, as applicable. Notwithstanding anything to the contrary herein, nothing in this Plan or the Plan Confirmation Order shall impair

or otherwise affect the rights of the Holders of Prepetition Term Loan Claims, on account of Prepetition Term Loan Claims, to assert against and recover from (i) any party other than the Debtors and Liquidating Trustee and (ii) any property other than the Assets of the Debtors and the Estates and the Liquidating Trust Assets, including, for avoidance of doubt, the CWI-Owned Real Estate, subject in each case to Section XII.F.2. Further, except as otherwise set forth in this Plan, the Plan Confirmation Order, or other Final Orders of the Bankruptcy Court, Holders of Claims and Interests (other than the Holders of Prepetition Term Loan Claims) against any Debtor will have recourse solely to the Liquidating Trust Assets of the Liquidating Trust for the payment and satisfaction of their Allowed Claims and Interests in accordance with the terms of this Plan and Liquidating Trust Agreement, as applicable.

C. Preservation of Right to Conduct Investigations

The preservation for the Liquidating Trust of any and all rights to conduct investigations other than with respect to Released Parties under Bankruptcy Rule 2004 is necessary and relevant to the Liquidating Trust and administration of the Liquidating Trust Assets. Accordingly, any and all rights to conduct investigations under Bankruptcy Rule 2004 held by the Debtors prior to the Effective Date shall vest with the Liquidating Trust and shall continue until dissolution of the Liquidating Trust; *provided, however*, such rights shall not exist with respect to Causes of Action that are released under the Plan and Global Settlement or against Released Parties.

D. Prosecution and Resolution of Causes of Action

From and after the Effective Date, prosecution and settlement of all Causes of Action, including Avoidance Actions and D&O Claims, but excluding Causes of Action released under the Global Settlement as set forth in the Plan or any limitation of Causes of Action under the Plan and Global Settlement, shall be the sole responsibility of the Liquidating Trust under this Combined Plan and Disclosure Statement and the Plan Confirmation Order, and shall not be subject to Court approval under Bankruptcy Rule 9019. From and after the Effective Date, the Liquidating Trust shall have exclusive rights, powers, and interests of the Estates, subject to the provisions of the Plan Documents, to pursue, settle, or abandon such Causes of Action as the sole representatives of the Estates under section 1123(b)(3) of the Bankruptcy Code. Any and all Causes of Action that are not expressly released or waived under this Combined Plan and Disclosure Statement are reserved and preserved and vest in the Liquidating Trust in accordance with this Combined Plan and Disclosure Statement. No Person may rely on the absence of a specific reference in this Combined Plan and Disclosure Statement or the Plan Supplements to any Cause of Action against it as any indication that the Debtors or Liquidating Trustee will not pursue any and all available Causes of Action against such Person. The Debtors and Liquidating Trustee expressly reserve all Causes of Action, except for Causes of Actions against any Person that are expressly released or waived or limited under this Combined Plan and Disclosure Statement 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 such Causes of Action upon, after, or as a consequence of confirmation or Consummation of this Combined Plan and Disclosure Statement.

E. Effectuating Documents and Further Transactions

Upon entry of the Plan Confirmation Order, the Debtors, the Wind-Down Trustee, and the Liquidating Trustee shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements, instruments, and/or documents, and take such acts and actions as may be reasonably necessary or appropriate to effectuate, implement, consummate, and/or further evidence the terms and conditions of this Combined Plan and Disclosure Statement and any transactions described in or contemplated by this Combined Plan and Disclosure Statement. The Debtors, the Wind-Down Trustee or Liquidating Trustee, as applicable, may, and all Holders of Allowed Claims or Interests receiving Distributions under this Combined Plan and Disclosure Statement, at the request or direction of the Debtors or Liquidating Trustee, as applicable, shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Combined Plan and Disclosure Statement.

Unless otherwise provided in this Plan, out of abundance of caution, the Debtors and the Liquidating Trustee expressly reserve the right to pursue all Causes of Action against certain of the Debtors' former Directors and Officers that are not Released Parties or Exculpated Parties. Any expenses of litigation of the Causes of Action shall be borne by the Liquidating Trust.

F. Authority to Act

Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under this Combined Plan and Disclosure Statement that would otherwise require approval of the members, managers, or other owners, direct or indirect, of the Debtors shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) under applicable law, without any further vote, consent, approval, authorization, or other action by such members, managers, or other owners of the Debtors or notice to, order of, or hearing before, the Bankruptcy Court.

G. Cancellation of Documents

On the Effective Date, except to the extent otherwise provided in this Combined Plan and Disclosure Statement, any and all notes, instruments, debentures, certificates and other documents evidencing Claims against and Interests in the Debtors shall be deemed automatically extinguished, cancelled, and of no further effect with the Debtors having no continuing obligations thereunder, and shall be deemed rejected and terminated.

H. Release of Liens

Except as otherwise provided in this Combined Plan and Disclosure Statement, or in any contract, instrument, release, or other agreement or document created under this Combined Plan and Disclosure Statement, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be deemed fully released without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed under the Uniform Commercial Code or

other applicable law. The CenterState Lien on certain Debtor-Owned Real Estate shall only be released upon the satisfaction of the CenterState Allowed Secured Claim.

I. Exemption from Securities Laws

Under section 1145 of the Bankruptcy Code, the issuance of beneficial interests in the Liquidating Trust under this Combined Plan and Disclosure Statement shall be exempt from registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities.

J. Exemption from Certain Taxes and Fees

Under section 1146(a) of the Bankruptcy Code, the making or delivery of any instrument or transfer from a Debtor to the Liquidating Trust, or to any other Person from any Debtor to or from the Liquidating Trust under this Combined Plan and Disclosure Statement, may not be taxed under any law imposing a stamp tax or similar tax, including, but not limited to, in connection with any sales of Debtor-Owned Real Estate or formerly CWI-Owned Real Estate to FIE or its designee, to CWI or its designee or third parties and any sales by FIE or CWI of any such real estate interests within eighteen (18) months following the Effective Date. The Plan Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the forgoing instruments or other documents without the payment of any such tax or governmental assessment.

K. Privileges as to Certain Causes of Action

Effective as of the Effective Date, all prepetition Privileges of the Debtors, relating to the Liquidating Trust Assets, which shall not include post-petition Privileges or Privileges relating to Causes of Action that are the subject of Releases or Exculpation, shall be deemed transferred, assigned, and delivered to the Liquidating Trust, without waiver or release, and shall vest with the Liquidating Trust. The Liquidating Trustee, as to Liquidating Trust Assets, shall hold and be the beneficiary of all such prepetition Privileges and is entitled to assert such prepetition Privileges. No such prepetition Privilege shall be waived by disclosures to the Liquidating Trustee of the Debtors' documents, information, or communications subject to attorney-client privileges, work product protections or other immunities (including those related to common interest or joint defense with third parties), or protections from disclosure held by the Debtors. The Debtors' prepetition Privileges relating to the Liquidating Trust Assets will remain subject to the rights of third parties under applicable law, including any rights arising from the common interest doctrine, the joint defense doctrine, joint attorney-client representation, or any agreement. Nothing contained herein or in the Plan Confirmation Order, nor any Professional's compliance herewith and therewith, shall constitute a breach of any Privileges of the Debtors.

L. Insurance Policies

Nothing in this Combined Plan and Disclosure Statement, the Plan Confirmation Order, or the Liquidating Trust Agreement, alters the rights and obligations of the Debtors (and their Estates) and the Debtors' insurance carriers (and third-party claims administrators) under the Insurance Policies or modifies the coverage or benefits provided thereunder or the terms and conditions thereof or diminishes or impairs the enforceability of the Insurance Policies. All of the Debtors'

rights and their Estates' rights under any Insurance Policy to which the Debtors and/or the Debtors' Estates may be beneficiaries shall vest with the Liquidating Trust for the benefit of the Beneficiaries of the Liquidating Trust and all of the beneficiaries of such policies.

Certain D&O Claims were tendered to Starr Surplus Lines Insurance Company ("Starr"), which issued Secure Side A Directors & Officers Excess and Lead Difference in Conditions Insurance Policy, No. 1000622126191, to the Company. Notwithstanding any provision in this Combined Plan and Disclosure Statement to the contrary, in connection with the Global Settlement, Starr has agreed to fund a portion of the GUC Cash Pool in exchange for mutual releases by and between Starr, on the one hand, and the defendants in the Creditors' Committee draft complaint, on the other hand, and any related claim pursuant to the terms and conditions of the Starr Policy. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of (1) Starr partially funding the GUC Cash Pool on behalf of the Debtors and/or FIE with the proceeds of the Starr Policy in accordance with the terms and conditions of the Starr Policy; and (2) to the extent the automatic stay is applicable, it is modified to permit payment by Starr.

M. Filing of Monthly and Quarterly Reports and Payment of Statutory Fees

The Filing of the final monthly operating report (for the month in which the Effective Date occurs) and all subsequent quarterly Liquidating Trust reports shall be the responsibility of the Wind-Down Trustee. All Statutory Fees shall be payable as set forth in Article V.C. and such obligation shall continue until such time as the Chapter 11 Cases are closed, dismissed, or converted. All monthly operating reports covering pre-Effective Date periods shall be prepared and filed by the Debtors or the Wind-Down Trustee.

N. Closing of the Chapter 11 Case of Comcar

When all Wind-Down Trust Assets and Liquidating Trust Assets have been liquidated and converted into Cash and such Cash has been distributed in accordance with the Wind-Down Trust Agreement, the Liquidating Trust Agreement and the Plan Confirmation Order, as applicable, the Wind-Down Trustee or the Liquidating Trustee (whichever is in existence longer) shall seek authority from the Bankruptcy Court to close the Chapter 11 Case of Comcar in accordance with the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

X. PROVISIONS GOVERNING DISTRIBUTIONS UNDER THIS COMBINED PLAN AND DISCLOSURE STATEMENT

A. Distribution Record Date

As of the close of business on the Distribution Record Date, the various lists of Holders of Claims and Interests in each of the Classes, as maintained by the Debtors, or their agents, or successors, including the Liquidating Trustee, shall be deemed closed and there shall be no further changes in the record Holders of any of the Claims or Interests. Neither the Liquidating Trustee nor the Debtors will have any obligation to recognize the transfer of or sale of any participation in any Allowed Claim that occurs after the close of business on a Distribution Record Date, and will be entitled for all purposes to recognize, deal with and distribute only to those Holders of Allowed

Claims who are record Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date, as stated on the official claims register.

B. Method of Payment

Unless otherwise expressly agreed, in writing, any Cash payment to be made by the Liquidating Trustee pursuant to this Plan and Liquidating Trust Agreement will be in U.S. dollars and may be made, at the sole discretion of the Liquidating Trustee, by draft, check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law. In the case of foreign creditors, Cash payments may be made, at the option of the Liquidating Trustee, in such funds and by such means as are necessary or customary in a particular jurisdiction.

C. Claims Objection Deadline

The Liquidating Trustee, and any other party in interest to the extent permitted under section 502(a) of the Bankruptcy Code, shall File and serve any objection to any Claim no later than the Claims Objection Deadline; *provided, however*, the Claims Objection Deadline may be extended by the Bankruptcy Court from time to time upon motion and notice by the Liquidating Trustee. The filing of such a motion shall automatically extend the Claims Objection Deadline until entry of an order on account of such motion, in accord with Local Rule 9006-2.

D. No Distribution Pending Allowance

Notwithstanding any other provision of this Combined Plan and Disclosure Statement or the Liquidating Trust Agreement, no Distribution of Cash or other property shall be made with respect to any portion of a Disputed Claim unless and until all objections to such Claim are resolved by Final Order or as otherwise permitted by this Combined Plan and Disclosure Statement or the Liquidating Trust Agreement.

E. Reserve of Cash Distributions

On any date that Distributions are to be made under the terms of this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement, the Liquidating Trustee shall reserve Cash or property equal to 100% of the Cash or property that would be distributed on such date on account of Disputed Claims as if each such Disputed Claim were an Allowed Claim but for the pendency of a dispute with respect thereto. Such Cash or property shall be held in trust for the benefit of the Holders of all such Disputed Claims pending determination of their entitlement thereto.

F. Distribution After Allowance

Within the later of (i) seven (7) Business Days after such Claim becomes an Allowed Claim and (ii) thirty (30) days after the expiration of the Claims Objection Deadline, the Liquidating Trustee shall distribute, to the extent available, all distributable Cash or other property, including any interest, dividends or proceeds thereof, to which a Holder of an Allowed Claim is then entitled; *provided*, that to the extent any Liquidating Trust Assets have not yet been collected or liquidated by the Liquidating Trustee, such Liquidating Trust Assets shall be distributed to Holders of Allowed Claims as soon as reasonably practicable following the collection and liquidation thereof.

G. Delivery of Distributions

Except as provided herein, Distributions to Holders of Allowed Claims shall be made: (i) at the addresses set forth on the respective proofs of Claim Filed by such Holders; (ii) at the addresses set forth in any written notices of address changes delivered to the Liquidating Trustee after the date of any related proof of Claim; or (iii) at the address reflected in the Schedules if no proof of Claim is Filed and the Liquidating Trustee has not received a written notice of a change of address.

If the Distribution to the Holder of any Claim is returned to the Liquidating Trustee as undeliverable, no further Distribution shall be made to such Holder unless and until the Liquidating Trustee is notified in writing of such Holder's then current address. Undeliverable Distributions shall remain in the possession of the Liquidating Trustee until the earlier of (i) such time as a Distribution becomes deliverable or (ii) such undeliverable Distribution becomes an Unclaimed Distribution under Article X.H. of this Combined Plan and Disclosure Statement.

Until such time as an undeliverable Distribution becomes an Unclaimed Distribution, within thirty (30) days after the end of each calendar quarter following the Effective Date, or upon such other interval as the Bankruptcy Court may order, but in no event less frequently than annually, the Liquidating Trustee shall make Distributions of all Cash and property that has become deliverable during the preceding quarter. Each such Distribution shall include the net return yielded from the investment of any undeliverable Cash, from the date such Distribution would have been due had it then been deliverable to the date that such Distribution becomes deliverable.

The Liquidating Trustee shall make reasonable efforts to update or correct contact information for recipients of undeliverable Distributions, *provided, however*, nothing contained in this Combined Plan and Disclosure Statement shall require the Liquidating Trustee to locate any Holder of an Allowed Claim.

H. Unclaimed Distributions

Any Cash or other property to be distributed under this Combined Plan and Disclosure Statement shall revert to the Wind-Down Trust or Liquidating Trustee, as applicable, if it is not claimed by the Holder within ninety (90) days after the date of such Distribution. If such Cash or other property is not claimed on or before such date, the Distribution made to such Holder shall be deemed to be reduced to zero and returned, undeliverable, or unclaimed Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code.

I. Set-Off

Except as otherwise provided herein, the Debtors and Liquidating Trustee, as applicable, retain the right to reduce any Claim by way of setoff or recoupment in accordance with the Debtors' books and records. Rights of a setoff or recoupment of any Entity or Person are preserved for the purpose of asserting such rights as a defense to any Claims or Causes of Action of the Debtors, their Estates, or the Liquidating Trustee and regardless of whether such Entity or Person is the Holder of an Allowed Claim.

J. Post-petition Interest

Interest shall not accrue on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date, except as provided under section 506(b) of the Bankruptcy Code. No prepetition Claim shall be Allowed to the extent it is for postpetition interest or other similar charges, except to the extent permitted for Holders of Allowed secured claims under section 506(b) of the Bankruptcy Code.

K. Distributions After Effective Date

For Disputed Claims that have not been Allowed as of the Effective Date, any Distributions made after the Effective Date to Holders of such Disputed Claims (which later become Allowed Claims after the Effective Date) shall be deemed to have been made on the Effective Date.

L. Distributions Free and Clear

Except as may be otherwise provided in this Combined Plan and Disclosure Statement, all Distributions hereunder shall be free and clear of any Liens, Claims, encumbrances, and other interests.

M. Allocation of Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a Distribution under this Combined Plan and Disclosure Statement comprises indebtedness and accrued but unpaid interest thereon, such Distribution shall be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

N. De-Minimis Distribution and Donation

There shall be no Distribution on account of General Unsecured Claims to the extent such Distribution will result in a payment of less than \$50.00 to the Holder of such Claim. Any such Distribution not made in accordance with the provisions of this Article shall be retained by the Liquidating Trustee and invested as provided in this Plan. Any Distribution not made in accordance with this Article to such Holder, shall be held in trust for the relevant Holder until the earlier of (x) the date the next Distribution is scheduled to be made to such Holder; *provided, however,* that such subsequent Distribution, taken together with amounts retained hereby, equals at least \$50. Unless otherwise set forth in this Plan, the Liquidating Trustee may donate remaining assets of the Liquidating Trust to a charitable institution if the Distribution of such assets is too costly, too burdensome, or impracticable.

O. Prepayment

Except as otherwise provided herein or the Plan Confirmation Order, the Debtors and the Liquidating Trustee, as applicable, shall have the right to prepay, without penalty, all or any portion of an Allowed Claim.

XI. EXECUTORY CONTRACTS

A. Rejection of Executory Contracts

On the Effective Date, all Executory Contracts not previously assumed and/or assigned (including in connection with the 363 Sales and under the 363 Sale Orders), not subject to a pending motion to assume and/or assign as of the Effective Date, or not rejected before the Effective Date, will be deemed rejected as of the Effective Date. The Plan Confirmation Order shall constitute an order under section 365 of the Bankruptcy Code rejecting all prepetition Executory Contracts to which any Debtor is a party, to the extent such contracts or leases are Executory Contracts, on and subject to the occurrence of the Effective Date; *provided, however*, that as to all policies and agreements giving rise to insurance in favor of the Debtors, their Directors and Officers, their employees or their Estates, the Debtors believe that the insurance agreements of the Debtors are not Executory Contracts and therefore are not subject to assumption or rejection. To the extent that an insurance policy or agreement is determined to be an Executory Contract subject to assumption by the Debtors, such executory insurance policy or agreement, as the case may be, is hereby assumed and assigned to, and shall vest with, the Liquidating Trust. For the avoidance of doubt, all insurance policies and agreements of the Debtors and the Directors and Officers, and all obligations of any of the Debtors and the other counterparties thereto, shall be unaffected by the Plan and shall remain enforceable according to their terms and applicable law.

Unless otherwise specified, each Executory Contract assumed or rejected by the Debtors shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such Executory Contract.

B. Deadline for Filing Proofs of Claim Relating to Executory Contracts Rejected Under this Combined Plan and Disclosure Statement

If the rejection by the Debtors, under this Combined Plan and Disclosure Statement or otherwise, of an Executory Contract gives rise to a Claim for rejection damages, a proof of Claim must be filed with the Claims Agent at (i) if by first-class mail, Donlin, Recano & Company, Inc. re: Comcar Industries, Inc., et al. P.O. Box 199043 Blythebourne Station Brooklyn, NY 11219, and (ii) if by overnight courier or hand delivery, Donlin, Recano & Company, Inc. Re: Comcar Industries, Inc., et al. 6201 15th Avenue Brooklyn, NY 11219, by no later than thirty (30) days after the earlier of (i) the Effective Date or (ii) the date provided in any other applicable Order of the Bankruptcy Court. Any proofs of Claim with respect to a Rejection Damages Claim not filed within such time shall be forever barred from assertion against the Debtors, the Estates, the Liquidating Trust, the Liquidating Trust Assets, and their property and such Persons holding such Claims will not receive and be barred from receiving any Distributions on account of such untimely Rejection Damages Claims, absent further order of the Bankruptcy Court. All Rejection Damages Claims will be treated as General Unsecured Claims under this Combined Plan and Disclosure Statement and, to the extent they are deemed Allowed General Unsecured Claims, will receive the treatment afforded Allowed General Unsecured Claims.

XII. INJUNCTION, EXCULPATION AND RELEASES

A. No Discharge of the Debtors

Pursuant to section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan will not discharge Claims against the Debtors. No Holder of any Prepetition Term Loan Claim may, on account of such Prepetition Term Loan Claim, seek or receive any payment or other Distribution from, or seek recourse against, any of the Debtors' Estates or the Liquidating Trustee, and/or their respective successors, assigns and/or property. Further, no Holder of any Claim or Interest (other than Holders of any Prepetition Term Loan Claim) may, on account of such Claim or Interest, seek or receive any payment or other Distribution from, or seek recourse against, any of the Debtors' Estates or the Wind-Down Trustee, and/or their respective successors, assigns and/or property.

B. Injunction to Protect Estate Assets

From and after the Effective Date, all Persons and Entities who have held, hold, or may hold Claims or rights giving rise to any legal or equitable relief against the Assets or any Equity Interests in the Debtors arising prior to the Effective Date are permanently enjoined from taking any of the following actions against the Estates, the Released Parties, any member of the Creditors' Committee in its capacity as such, the Wind-Down Trust, the Wind-Down Trustee, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or Assets (collectively, the "Estate Assets") on account of any such Claims or Causes of Action, legal or equitable relief, or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or proceeding seeking to collect or to recover in any manner against, or assert control or dominion over, the Estate Assets; (b) enforcing, attaching, collecting, or recovering in any manner against the Estate Assets, any judgment, award, decree or order; (c) creating, perfecting, or enforcing any Lien or encumbrance against the Estate Assets; (d) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed in any court prior to entry of the Plan Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtors; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with or with respect to any such Claims, Causes of Action or Interests discharged, released, excused, or settled pursuant to the Plan or that is otherwise inconsistent with the provisions of the Plan; *provided, however*, that such Persons and Entities shall not be precluded from exercising their rights under and consistent with the terms of this Combined Plan and Disclosure Statement, the Plan Confirmation Order, the Wind-Down Trust Agreement, or the Liquidating Trust Agreement.

C. Term of Injunctions or Stays

Unless otherwise provided in this Combined Plan and Disclosure Statement or Plan Confirmation Order, all injunctions or stays provided for under this Combined Plan and Disclosure Statement and ordered in the Plan Confirmation Order or under sections 105 or 362 of the Bankruptcy Code arising under or entered during the Chapter 11 Cases, or otherwise, and in existence on the Plan Confirmation Date, shall remain in full force and effect until the later of the

date these Chapter 11 Cases are closed and the date indicated in the order providing for such injunction or stay and to the extent consistent with the terms and provisions of this Combined Plan and Disclosure Statement or the Plan Confirmation Order, as applicable.

D. Injunction Against Interference with Plan

Upon the Bankruptcy Court's entry of the Plan Confirmation Order, all Holders of Claims and Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the Debtors', the Creditors' Committee's, the Wind-Down Trust's, the Wind-Down Trustee's, the Liquidating Trust's, the Liquidating Trustee's, and their respective affiliates', employees', advisors', officers', directors', members', managers', and agents' implementation or Consummation of this Combined Plan and Disclosure Statement or operation of the Liquidating Trust. Notwithstanding the foregoing, nothing in this Plan or the Plan Confirmation Order shall release any D&O Claims arising on or before the Petition Date.

E. Exculpation

The Exculpated Parties shall not have or incur any liability for any Claim, action, proceeding, Cause of Action, Avoidance Action, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, or right to payment arising or accruing prior to or on the Effective Date, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, Disputed, undisputed, secured, or unsecured and whether asserted or assertable directly or derivatively, in law, equity, or otherwise to one another or to any Claim Holder or Interest Holder, or any other party in interest, or any of their respective agents, employees, representatives, advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases, the formulation, negotiation, preparation, solicitation, Filing, administration, confirmation and effectuation of this Combined Plan and Disclosure Statement, or the property to be liquidated and/or distributed under this Combined Plan and Disclosure Statement, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction. With respect to any Exculpated Party that is not also an Estate fiduciary, such exculpation shall be as provided for by section 1125(e) of the Bankruptcy Code. Notwithstanding the foregoing, nothing in this Plan or the Plan Confirmation Order shall release any of the Causes of Action, except as otherwise provided in this Combined Plan and Disclosure Statement.

F. Releases

1. Debtor Releases

Except as may otherwise be expressly provided in this Combined Plan and Disclosure Statement, as of the Effective Date, for good and valuable consideration, to the fullest extent permitted under applicable law, the Released Parties (other than the Debtors by the Debtors) will be released by the Debtors and the Estates of and from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities (other

than the rights of the Debtors to enforce this Combined Plan and Disclosure Statement, and the contracts, instruments, releases, and other agreement or documents delivered hereunder, and liabilities arising after the Effective Date in the ordinary course of business), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act omission, transaction, event, or other occurrences, whether direct or derivative, taking place on or prior to the Effective Date in connection with, or related to, the Debtors, the Estates, the Chapter 11 Cases, and this Combined Plan and Disclosure Statement, other than with respect to Claims, Causes of Action or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to constitute actual fraud, willful misconduct, or gross negligence. Notwithstanding the foregoing, nothing in this Plan or the Plan Confirmation Order shall release any Debtor by any Debtor, or release any D&O Claims arising before the Petition Date against any Person that is not a Released Party.

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 in addition to the description above is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Trustee's, Liquidating Trustee's, or the Debtors' Estates asserting any claim, Cause of Action or other assertion of liability released pursuant to the Debtor Release.

2. Third-Party Releases

To the fullest extent permitted under applicable law, all of the Releasing Parties shall be deemed fully, completely, unconditionally, irrevocably, and forever to release the Released Parties of and from any and all Claims and causes of action and any other debts, obligations, rights, suits, damages, actions, setoffs, remedies and liabilities whatsoever, whether accrued or unaccrued, whether known or unknown, foreseen or unforeseen, existing before the Effective Date, as of the Effective Date or arising thereafter, in law, at equity, whether for tort, contract, violations of statutes (including but not limited to the federal or state securities laws), or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to (i) the Debtors or their operations; (ii) the Chapter 11 Cases; (iii) any investment by any Releasing Party in the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest in the Debtors; (iv) any action or omission of any Releasing Party with respect to any indebtedness under which the Debtors are or were a borrower or guarantor, or any equity investment in the Debtors; and (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest in the Chapter 11 Cases; (vi) the negotiation, formulation, preparation, entry into, or dissemination of the (a) the 363 Sale Documents; (b) the DIP Credit Agreement; (c) the Combined Plan and Disclosure Statement; and (d) any

other action or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, related thereto; and (vii) any Challenge Proceeding (as defined in the DIP Credit Agreement). Notwithstanding the foregoing, nothing in this Plan or the Plan Confirmation Order shall release any of the Causes of Action or personal injury Claims against the Insurance Policies or proceeds.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Releases, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Releases by Holders of Claims is: (1) consensual; (2) essential to the Confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good-faith settlement and compromise of the claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release. Notwithstanding the foregoing, nothing in this Plan or the Plan Confirmation Order shall release any Debtor by any Debtor, or release any D&O Claims arising before the Petition Date against any Person that is not a Released Party.

3. Waiver of Statutory Limitations on Releases

Each of the parties providing the Releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims or Causes of Action which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the Released Party. The Releases contained in this Combined Plan and Disclosure Statement are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

G. Necessity and Approval of Releases and Injunctions

The releases, exculpations, and injunctions set forth in Section XII of this Combined Plan and Disclosure Statement are not severable and are integral consideration and critical parts of this Combined Plan and Disclosure Statement, and the Released Parties have relied on the efficacy and conclusive effects of such releases and injunctions and on the Bankruptcy Court's retention of jurisdiction to enforce such releases and injunctions when making concessions and exchanging consideration in connection with the Chapter 11 Cases and under this Combined Plan and Disclosure Statement. Under Bankruptcy Code sections 1123(a)(5), 1123(b)(3), and 1123(b)(6), as well as Bankruptcy Rule 9019, entry of the Plan Confirmation Order shall constitute the Bankruptcy Court's approval of the releases, exculpations, and injunctions set forth in Section XII of this Combined Plan and Disclosure Statement and shall constitute the Bankruptcy Court's

finding that such releases, exculpations, and injunctions are: (i) in exchange for the good, valuable, and reasonably equivalent consideration provided by the Released Parties; (ii) in the best interests of the Debtors, the Estates, and Holders of Claims and Interests; (iii) fair, equitable, and reasonable; and (iv) a bar to any of the Persons barred as set forth in this Combined Plan and Disclosure Statement asserting any Claims or Causes of Action released under the Plan in favor of the Released Parties.

**XIII. CONDITIONS PRECEDENT TO AND
OCCURRENCE OF CONFIRMATION AND THE EFFECTIVE DATE**

A. Conditions Precedent to Confirmation

Confirmation of this Combined Plan and Disclosure Statement shall not occur, and the Plan Confirmation Order shall not be entered, until each of the following conditions precedent have been satisfied or waived in accordance with section XIII.E. of the Plan:

1. A Final Order finding that the Disclosure Statement contains adequate information pursuant to section 1125 of the Bankruptcy Code shall have been entered by the Bankruptcy Court.
2. The Plan Confirmation Order shall be reasonably acceptable in form and substance to the Debtors, FIE, and the Creditors' Committee.
3. All provisions, terms, and conditions hereof shall be contained in the Confirmation Order and approved by the Bankruptcy Court.
4. Except as otherwise provided herein, the Plan Supplement and any other exhibits or schedules incorporated as part of this Combined Plan and Disclosure Statement are in form and substance acceptable to the Debtors, FIE, and the Creditors' Committee.

B. Conditions Precedent to the Effective Date

This Combined Plan and Disclosure Statement shall not become effective unless and until the following conditions shall have been satisfied or waived in accordance with Article XIII.E. of the Plan:

1. The Plan Confirmation Order shall have become a Final Order in full force and effect with no stay thereof then in effect, and shall be in form and substance reasonably acceptable to the Debtors, FIE, and the Creditors' Committee.
2. The Plan Confirmation Date shall have occurred and no request for revocation of the Plan Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending.
3. All actions, documents, and agreements necessary to implement this Combined Plan and Disclosure Statement, including, without limitation, all actions, documents, and agreements necessary to implement any transactions contemplated under

this Combined Plan and Disclosure Statement, including the Wind-Down Trust Agreement and Liquidating Trust Agreement, shall have been effectuated or executed.

4. The absence of any pending or threatened government action or any law that has the effect of or actually does prevent Consummation of any transaction contemplated under this the absence of any pending or threatened government action or any law that has the effect of or actually does prevent Consummation of any transaction contemplated under this Combined Plan and Disclosure Statement.

5. The Debtors shall have sufficient Cash to (i) fund the GUC Cash Pool and (ii) fund or reserve for the Professional Fee Escrow Account as provided in the Wind-Down Budget.

6. All Statutory Fees incurred for periods arising prior to the Effective Date shall be paid by the Debtors or placed in a reserve for such purpose.

C. Establishing the Effective Date

The calendar date to serve as the Effective Date shall be a Business Day of, on or promptly following the satisfaction or waiver of all conditions the Effective Date, which date will be selected by the Debtors, after reasonable consultation with the Wind-Down Trustee and the Liquidating Trustee.

D. Effect of Failure of Conditions

If each condition to the Effective Date has not been satisfied or duly waived within ninety (90) days after the Plan Confirmation Date, then upon motion by any party in interest, if applicable, and upon notice to such parties in interest as the Bankruptcy Court may direct, the Plan Confirmation Order may be vacated by the Bankruptcy Court; *provided, however*, that notwithstanding the Filing of such motion, the Plan Confirmation Order shall not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived by the Debtors, with the consent of the Creditors' Committee and FIE, as applicable, before any Order granting such relief becomes a Final Order. If the Plan Confirmation Order is vacated under this Section, this Combined Plan and Disclosure Statement shall be deemed null and void in all respects and nothing contained herein shall (i) constitute a waiver or release of any Claims by or against the Debtors, or (ii) prejudice in any manner the rights of the Debtors.

E. Waiver of Conditions to Confirmation and Effective Date

Each of the conditions to the Effective Date may be waived, in whole or in part, by the Debtors, with consent of the Committee and FIE, without further notice or an Order of the Bankruptcy Court.

XIV. RETENTION OF JURISDICTION

Notwithstanding the entry of the Plan Confirmation Order and the occurrence of the Effective Date, following the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases as is legally permissible,

including, without limitation, such jurisdiction as is necessary to ensure that the interests and purposes of this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement are carried out. The Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases, this Combined Plan and Disclosure Statement, and the Liquidating Trust Agreement for, among other things, the following purposes:

1. To hear and determine any objections to Claims and to address any issues relating to Disputed Claims;
2. To determine any Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;
3. To enter and implement such Orders as may be appropriate in the event the Plan Confirmation Order is for any reason stayed, revoked, modified, or vacated;
4. To issue such Orders in aid of execution and Consummation of this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement;
5. To consider any amendments to or modifications of this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement, to cure any defect or omission, or reconcile any inconsistency in any Order of the Bankruptcy Court, including, without limitation, the Plan Confirmation Order;
6. To hear and determine all requests for compensation and reimbursement of expenses under section 330 or 503 of the Bankruptcy Code;
7. To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement, including the releases, exculpations, and injunctions provided hereunder;
8. To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
9. To hear any other matter not inconsistent with the Bankruptcy Code;
10. To enter a final decree closing the Chapter 11 Cases;
11. To ensure that Distributions to Holders of Allowed Claims are accomplished under the provisions of this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement;
12. To decide or resolve any motions, adversary proceedings, contested or litigated matters arising out of, under, or related to, the Chapter 11 Cases, including those brought by the Liquidating Trustee on behalf of the Liquidating Trust;

13. To issue injunctions, enter and implement other Orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of this Combined Plan and Disclosure Statement and the Liquidating Trust Agreement;

14. To approve, as may be necessary or appropriate, any Claims settlement entered into or offset exercised by the Liquidating Trust;

15. To resolve any dispute or matter arising under or in connection with the Liquidating Trust, including any request for an extension of the term of the Liquidating Trust;

16. To determine any other matters that may arise in connection with or related to this Combined Plan and Disclosure Statement, the Plan Confirmation Order, the Liquidating Trust Agreement, or any contract, instrument, release, indenture or other agreement or document created or implemented in connection with this Combined Plan and Disclosure Statement or the Liquidating Trust Agreement;

17. To enable the Liquidating Trustee to prosecute any and all proceedings to set aside Liens and to recover any transfers, assets, properties or damages to which the Estates may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be expressly waived pursuant to this Combined Plan and Disclosure Statement or the Liquidating Trust Agreement;

18. To enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, exculpations, and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed), including, without limitation, the 363 Sale Orders;

19. To resolve disputes concerning the 363 Sale Orders, and any related documents or matters;

20. To resolve disputes concerning the Global Settlement, and any related documents or matters;

21. To resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

22. To hear, decide and resolve any motions, adversary proceedings, contested or litigated matters involving or related to Directors and Officers, Causes of Action (including D&O Claims) and D&O Insurance; and

23. To resolve any other matter or for any purpose specified in this Combined Plan and Disclosure Statement, the Plan Confirmation Order, the Liquidating Trust Agreement, or any other document entered into in connection with any of the foregoing.

XV. MISCELLANEOUS PROVISIONS

A. Amendment or Modification of this Combined Plan and Disclosure Statement

This Combined Plan and Disclosure Statement or any exhibits hereto may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure under section 1125 of the Bankruptcy Code. In addition, after the Plan Confirmation Date, the Debtors or Liquidating Trustee, as applicable, may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Combined Plan and Disclosure Statement or the Plan Confirmation Order with respect to such matters as may be necessary to carry out the purposes and effects of this Combined Plan and Disclosure Statement. The Debtors may make appropriate technical adjustments and modifications to this Combined Plan and Disclosure Statement prior to the Effective Date without further order or approval of the Bankruptcy Court. Notwithstanding the foregoing, any amendment, modification, supplement or adjustment to this Combined Plan and Disclosure Statement, any exhibits thereto, or the Plan Confirmation Order that adversely affect a Released Party, shall require the prior written consent of such Released Party.

B. Severability

This Combined Plan and Disclosure Statement is not severable. Nevertheless, if, prior to the entry of the Plan Confirmation Order, any term or provision of this Combined Plan and Disclosure Statement is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, 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 this Combined Plan and Disclosure Statement will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Plan Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Combined Plan and Disclosure Statement, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable under its terms.

C. Revocation or Withdrawal of this Combined Plan and Disclosure Statement

The Debtors reserve the right to revoke or withdraw this Combined Plan and Disclosure Statement before the Plan Confirmation Date. If the Debtors revoke or withdraw this Combined Plan and Disclosure Statement before the Plan Confirmation Date, then this Combined Plan and Disclosure Statement shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Debtors or the Liquidating Trustee or to prejudice in any manner the rights of the Debtors or the Liquidating Trustee in any further proceedings involving the Debtors.

D. Binding Effect

This Combined Plan and Disclosure Statement shall be binding upon and inure to the benefit of the Debtors, the Holders of Claims, the Holders of Interests, and the Released Parties and their respective successors and assigns, whether or not the Holders of Claims and the Holders of Interests voted to accept the Plan.

E. Notices

All notices to or requests of the Debtors or Liquidating Trustee by parties in interest in connection with this Combined Plan and Disclosure Statement shall be in writing and delivered either by (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery, or (c) overnight delivery, all charges prepaid, and shall be deemed to have been given when received by:

If to the Debtors (prior to the Effective Date):

Comcar Industries Inc.
8800 Baymeadows Way West, Suite 200
Jacksonville, Florida 3226
Attn: Andrew Hinkelman

-with a copy to-

DLA Piper LLP (US)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Attn: Stuart M. Brown, Esq.
Telephone: (302) 468-5700
Facsimile: (302) 394-2341
Email: stuart.brown@us.dlapiper.com

-and-

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attn: Jamila Justine Willis
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: jamila.willis@us.dlapiper.com

If to the Wind-Down Trustee and Post-Effective Date Debtors after the Effective Date:

FTI Consulting, Inc.
50 California Street, Suite 1900
San Francisco, California 94111
Attn: Andrew Hinkelman
Email: andrew.hinkelman@fticonsulting.com

With a copy to:

DLA Piper LLP (US)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Attn: Stuart M. Brown, Esq.
Telephone: (302) 468-5700
Facsimile: (302) 394-2341
Email: stuart.brown@us.dlapiper.com

If to the Liquidating Trustee after the Effective Date:

Development Specialists, Inc.
10 South LaSalle St, Suite 3300
Chicago, IL 60603
Attn: Patrick J. O'Malley
Email: pomalley@dsiconsulting.com

With a copy to:

Fox Rothschild LLP
321 N. Clark, Suite 1600
Chicago, IL 60654
Attn: Gordon E. Gouveia, Esq.
Email: ggouveia@foxrothschild.com

F. Governing Law

Except to the extent the Bankruptcy Code, Bankruptcy Rules, or other federal law is applicable, or to the extent an exhibit to this Combined Plan and Disclosure Statement provides otherwise, the rights and obligations arising under this Combined Plan and Disclosure Statement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such jurisdiction.

G. Withholding and Reporting Requirements

In connection with the Consummation of this Combined Plan and Disclosure Statement, the Debtors and the Liquidating Trustee shall comply with all withholding and reporting

requirements imposed by any federal, state, or local taxing authority and all Distributions hereunder shall be subject to any such withholding and reporting requirements. All Beneficiaries, **as a condition to receiving any Distribution**, shall provide the Liquidating Trustee with a completed and executed Form W-9. Failure to timely provide the Liquidating Trustee with a completed and executed Form W-9 may result, at the option of the Liquidating Trustee, in the forfeiture by a Holder of Claim of its distribution under the Plan and Liquidating Trust Agreement.

H. Headings

Headings are used in this Combined Plan and Disclosure Statement for convenience and reference only, and shall not constitute a part of this Combined Plan and Disclosure Statement for any other purpose.

I. Exhibits/Schedules

The Plan Documents are an integral part of this Combined Plan and Disclosure Statement, and are hereby incorporated by reference and made a part thereof.

J. Filing of Additional Documents

On or before substantial Consummation of this Combined Plan and Disclosure Statement, the Debtors or Liquidating Trustee, as applicable, shall File such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Combined Plan and Disclosure Statement; provided that the Plan Supplement shall be Filed on or before seven (7) days prior to the Confirmation Hearing.

K. No Admissions

Notwithstanding anything herein to the contrary, nothing contained in this Combined Plan and Disclosure Statement shall be deemed as an admission by any Entity with respect to any matter set forth herein.

L. Successors and Assigns

The rights, benefits, and obligations of any Person or Entity named or referred to in this Combined Plan and Disclosure Statement shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or assign of such Person or Entity.

M. Reservation of Rights

Except as expressly set forth herein, this Combined Plan and Disclosure Statement shall have no force or effect unless the Bankruptcy Court shall enter the Plan Confirmation Order. None of the Filing of this Combined Plan and Disclosure Statement, any statement or provision contained herein, or the taking of any action by the Debtors with respect to this Combined Plan and Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights or Causes of Action of the Debtors, Holders of Claims, or Interest before the Effective Date.

N. Inconsistency

In the event of any inconsistency among this Combined Plan and Disclosure Statement, the Liquidating Trust Agreement, or any other instrument or document created or executed under this Combined Plan and Disclosure Statement, the provisions of this Combined Plan and Disclosure Statement shall govern; provided that in the event of any inconsistency among this Combined Plan and Disclosure Statement and the Plan Confirmation Order, the provisions of the Plan Confirmation Order shall govern.

O. Dissolution of the Debtors

Immediately following the Distribution of all of the Debtors' and the Estates' property under the terms of this Combined Plan and Disclosure Statement, on the Effective Date, the Debtors' members, directors, managers, and officers and any remaining employees shall be deemed to have resigned, other than Comcar, the entity dissolved for all purposes and of no further legal existence under any applicable state or federal law, without the need to take any further action or file any plan of dissolution, notice, or application with the Secretary of State of the State of Delaware, the Secretary of State of the State of Florida, or any other state or government authority, and, as to Comcar, upon termination of the Liquidating Trustee or the wind down of the Liquidating Trust, Comcar shall be deemed dissolved for all purposes and of no further legal existence under any applicable state or federal law, without the need to take any further action or file any plan of dissolution, notice, or application with the Secretary of State of the State of the Florida or any other authority.

P. Dissolution of the Creditors' Committee

Upon the occurrence of the Effective Date, the Creditors' Committee shall dissolve automatically, whereupon its members, professionals, and agents shall be released from any duties and responsibilities in the Chapter 11 Cases and under the Bankruptcy Code, except with respect to (i) obligations arising under confidentiality agreements, which shall remain in full force and effect, (ii) prosecuting applications for payment of fees and reimbursement of expenses of Professionals or attending to any other issues related to applications for payment of fees and reimbursement of expenses of Professionals, (iii) any motions or motions for other actions seeking enforcement of implementation of the provisions of this Combined Plan and Disclosure Statement, and (iv) prosecuting or participating in any appeal of the Plan Confirmation Order or any request for reconsideration thereof.

XVI. RISKS AND OTHER CONSIDERATIONS

A. Bankruptcy Considerations

Although the Debtors believe that this Combined Plan and Disclosure Statement will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will confirm this Combined Plan and Disclosure Statement as proposed. Moreover, there can be no assurance that modifications of this Combined Plan and Disclosure Statement will not be required for confirmation or that such modifications would not necessitate the re-solicitation of votes.

In addition, the occurrence of the Effective Date is conditioned on the satisfaction (or waiver) of the conditions precedent specified herein, and there can be no assurance that such conditions will be satisfied or waived. In the event such conditions precedent have not been satisfied or waived (to the extent possible hereunder) within ninety (90) days after the Plan Confirmation Date, which period may be extended by the Debtors, then the Plan Confirmation Order may be vacated, no Distributions will be made under this Combined Plan and Disclosure Statement, and the Debtors and all Holders of Claims and Interests will be restored to the *status quo ante* as of the day immediately preceding the Plan Confirmation Date as though the Plan Confirmation Date had never occurred.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because each Class of Claims and Interests encompass Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

While the Debtors believe that there are sufficient Liquidating Trust Assets to make Distributions to the Beneficiaries of the Liquidating Trust, there can be no assurance that the Liquidating Trust Assets will be sufficient to pay all Liquidating Trust Operating Expenses or make Distributions to the Beneficiaries of the Liquidating Trust.

B. No Duty to Update Disclosures

The Debtors have no duty to update the information contained in this Combined Plan and Disclosure Statement as of the date hereof, unless otherwise specified herein, or unless the Debtors are required to do so under an Order of the Bankruptcy Court. Delivery of this Combined Plan and Disclosure Statement after the date hereof does not imply that the information contained herein has remained unchanged.

C. Alternatives to Confirmation and Consummation of the Plan

1. Alternate Plan

If this Combined Plan and Disclosure Statement is not confirmed, the Debtors or any other party in interest (if, under section 1121 of the Bankruptcy Code, the Debtors have not Filed a plan within the time period prescribed under the Bankruptcy Code) could attempt to formulate and propose a different plan. Such a plan likely would result in additional costs, including, among other things, additional professional fees or potential asserted substantial contribution claims, all of which would likely constitute Administrative Expense Claims (subject to allowance). The Debtors believe that this Combined Plan and Disclosure Statement provides for an orderly and efficient liquidation of the Debtors' remaining assets and enables creditors to realize the best return under the circumstances.

2. **Chapter 7 Liquidation**

If a plan under chapter 11 of the Bankruptcy Code is not confirmed by the Bankruptcy Court, the Chapter 11 Cases may be converted to liquidation cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed, under applicable provisions of chapter 7 of the Bankruptcy Code, to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that such a liquidation would result in smaller distributions being made to the Debtors' creditors than those provided for in this Combined Plan and Disclosure Statement because (a) the likelihood that other assets of the Debtors would have to be sold or otherwise disposed of in a less orderly fashion, (b) additional administrative expenses attendant to the appointment of a trustee and the trustee's employment of attorneys and other professionals and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation. Please see the Liquidation Analysis.

D. Certain Federal Tax Consequences

1. General

The following discussion summarizes certain material U.S. federal income tax consequences to Holders of Claims entitled to vote on this Combined Plan and Disclosure Statement. This discussion is based on current provisions of the IRC, applicable Treasury Regulations, judicial authority and current administrative rulings and pronouncements of the IRS. There can be no assurance that the IRS will not take a contrary view, no ruling from the IRS has been or will be sought nor will any counsel provide a legal opinion as to any of the expected tax consequences set forth below.

Legislative, judicial, or administrative changes or interpretations may be forthcoming that could alter or modify the statements and conclusions set forth herein. Any such changes or interpretations may or may not be retroactive and could affect the tax consequences to the Holders of Claims, the Liquidating Trust, or the Debtors. It cannot be predicted at this time whether any tax legislation will be enacted or, if enacted, whether any tax law changes contained therein would affect the tax consequences described herein.

The following summary is for general information only. The tax treatment of a Holder may vary depending upon such Holder's particular situation. This summary does not address all of the tax consequences that may be relevant to a Holder, including any alternative minimum tax consequences and does not address the tax consequences to a Holder that has made an agreement to resolve its claim in a manner not explicitly provided for in this Combined Plan and Disclosure Statement. This summary also does not address the U.S. federal income tax consequences to persons not entitled to vote on this Combined Plan and Disclosure Statement or Holders subject to special treatment under the U.S. federal income tax laws, such as brokers or dealers in securities or currencies, certain securities traders, tax-exempt entities, financial institutions, insurance companies, foreign persons, partnerships and other pass-through entities, Holders that have a "functional currency" other than the United States dollar and Holders that have acquired Claims in connection with the performance of services. The following summary assumes that the Claims are held by Holders as "capital assets" within the meaning of section 1221 of the IRC and that all

Claims denominated as indebtedness are properly treated as debt for U.S. federal income tax purposes.

The tax treatment of Holders and the character, amount, and timing of income, gain, or loss recognized as a consequence of this Combined Plan and Disclosure Statement and the distributions provided for hereby may vary, depending upon, among other things: (i) whether the Claim (or portion thereof) constitutes a Claim for principal or interest; (ii) the type of consideration received by the Holder in exchange for the Claim and whether the Holder receives Distributions hereunder in more than one taxable year; (iii) whether the Holder is a citizen or resident of the United States for tax purposes, is otherwise subject to U.S. federal income tax on a net basis, or falls into any special class of taxpayers, such as those that are excluded from this discussion as noted above; (iv) the manner in which the Holder acquired the Claim; (v) the length of time that the Claim has been held; (vi) whether the Claim was acquired at a discount; (vii) whether the Holder has taken a bad debt deduction with respect to the Claim (or any portion thereof) in the current or prior years; (viii) whether the Holder has previously included in income accrued but unpaid interest with respect to the Claim; (ix) the method of tax accounting of the Holder; (x) whether the Claim is an installment obligation for U.S. federal income tax purposes; and (xi) whether the “market discount” rules are applicable to the Holder. Therefore, each Beneficiary should consult its tax advisor for information that may be relevant to its particular situation and circumstances, and the particular tax consequences to such Holder of the transactions contemplated by this Combined Plan and Disclosure Statement.

The following discussion is intended only as a summary of certain U.S. federal tax consequences of this Combined Plan and Disclosure Statement and is not a substitute for careful tax planning with a tax professional. The following discussion is for information purposes only and is not tax advice. The tax consequences are in many cases uncertain and may vary depending on a Holder’s particular circumstances. Accordingly, each Holder is strongly urged to consult its tax advisor regarding the U.S. federal, state, local, and applicable non-U.S. income and other tax consequences of this Combined Plan and Disclosure Statement.

2. U.S. Federal Income Tax Consequences to the Debtors

If there is a discharge of a debt obligation by a debtor (or, in the case of indebtedness with multiple obligors, indebtedness that is allocable to such debtor) for an amount less than the adjusted issue price (in most cases, the amount the debtor received on incurring the obligation, with certain adjustments), such discharge generally would give rise to cancellation of debt income, which must be included in the debtor’s income (or, in the case of a debtor that is treated as a disregarded entity for U.S. federal income tax purposes, in the income of its owner). However, the Debtors should be able to utilize a special tax provision that excludes from income debts discharged in a chapter 11 case. Notably, the Debtors may not recognize income as a result of the discharge of debt under this Combined Plan and Disclosure Statement because section 108 of the IRC provides that taxpayers in bankruptcy cases do not recognize income from discharge of indebtedness. A taxpayer is, however, required to reduce its “tax attributes” by the amount of the debt discharged. Tax attributes are reduced in the following order: (i) net operating losses for the taxable year of the discharge, and any net operating loss carryover to such taxable year; (ii) general business

credits; (iii) minimum tax credits, (iv) capital loss carryovers; (v) the basis of the property of the taxpayer; (vi) passive activity loss and credit carryovers; and (vii) foreign tax credit carryovers.

3. U.S. Federal Income Tax Treatment With Respect to the Wind-Down Trust

It is intended that the Wind-Down Trust will be treated as a “grantor trust” for U.S. federal income tax purposes. In general, a grantor trust is not a separate taxable entity. The IRS, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an advanced ruling as to the grantor trust status of a liquidating trust under a chapter 11 plan. The Debtors are not requesting a private letter ruling regarding the status of the Wind-Down Trust as a grantor trust. Consistent with the requirements of Revenue Procedure 94-45, however, the Wind-Down Trust Agreement will require all relevant parties to treat, for federal income tax purposes, the transfer of the Debtors’ assets to the Wind-Down Trust as (i) a transfer of such assets to the beneficiaries of the Wind-Down Trust (to the extent of the value of their respective interests in the applicable Wind-Down Trust Assets) followed by (ii) a transfer of such assets by such Beneficiaries to the Wind-Down Trust (to the extent of the value of their respective interests in the applicable Wind-Down Trust Assets), with the Beneficiaries of the Wind-Down Trust being treated as the grantors and owners of the Wind-Down Trust. Each Beneficiary of the applicable Wind-Down Trust will generally recognize gain (or loss) in its taxable year that includes the Effective Date in an amount equal to the difference between the amount realized in respect of its Claim and its adjusted tax basis in such Claim. The amount realized for this purpose should generally equal the amount of Cash and the fair market value of any other assets received or deemed received for U.S. federal income tax purposes under this Combined Plan and Disclosure Statement in respect of such Holder’s Claim. A Holder that is deemed to receive for U.S. federal income tax purposes a non-Cash asset under this Combined Plan and Disclosure Statement in respect of its Claim should generally have a tax basis in such asset in an amount equal to the fair market value of such asset on the date of its deemed receipt.

Beneficiaries of the Wind-Down Trust should value the assets of the Wind-Down Trust consistently with the values determined by the Wind-Down Trustee for all U.S. federal, state, and local income tax purposes. As soon as possible after the Effective Date, the Wind-Down Trustee shall make a good faith valuation of the assets transferred to the Wind-Down Trust.

Consistent with the treatment of the Wind-Down Trust as a grantor trust, each Beneficiary should report on its U.S. federal income tax return its allocable share of the Wind-Down Trust’s income. Therefore, a Holder may incur a U.S. federal income tax liability with respect to its allocable share of the income of the Wind-Down Trust whether or not the Wind-Down Trust has made any Distributions to such Holder. The character of items of income, gain, deduction, and credit to any Holder and the ability of such Holder to benefit from any deduction or losses will depend on the particular situation of such Holder.

In general, a distribution of underlying assets from the Wind-Down Trust to a Beneficiary thereof may not be taxable to such Holder because such Holders are already regarded for U.S. federal income tax purposes as owning such assets. Holders are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of Distributions from the Wind-Down Trust.

The Wind-Down Trustee will file with the IRS tax returns for the Wind-Down Trust as a grantor trust under Treasury Regulation Section 1.671-4(a) and will also send to each Holder a separate statement setting forth such Holder's share of items of Wind-Down Trust income, gain, loss, deduction, or credit. Each such Holder will be required to report such items on its U.S. federal income tax return.

The discussion above assumes that the Wind-Down Trust will be respected as a grantor trust for U.S. federal income tax purposes. If the IRS were to successfully challenge such classification, the U.S. federal income tax consequences to the Wind-Down Trust and the beneficiaries of the Wind-Down Trust could differ materially from those discussed herein (including the potential for an entity level tax to be imposed on all income of the Wind-Down Trust).

4. U.S. Federal Income Tax Treatment With Respect to the Liquidating Trust

It is intended that the Liquidating Trust will be treated as a "grantor trust" for U.S. federal income tax purposes. In general, a grantor trust is not a separate taxable entity. The IRS, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an advanced ruling as to the grantor trust status of a liquidating trust under a chapter 11 plan. The Debtors are not requesting a private letter ruling regarding the status of the Liquidating Trust as a grantor trust. Consistent with the requirements of Revenue Procedure 94-45, however, the Liquidating Trust Agreement will require all relevant parties to treat, for federal income tax purposes, the transfer of the Debtors' assets to the Liquidating Trust as (i) a transfer of such assets to the beneficiaries of the Liquidating Trusts (to the extent of the value of their respective interests in the applicable Liquidating Trust Assets) followed by (ii) a transfer of such assets by such Beneficiaries to the Liquidating Trusts (to the extent of the value of their respective interests in the applicable Liquidating Trust Assets), with the Beneficiaries of the Liquidating Trust being treated as the grantors and owners of the Liquidating Trust. Each Beneficiary of the applicable Liquidating Trust will generally recognize gain (or loss) in its taxable year that includes the Effective Date in an amount equal to the difference between the amount realized in respect of its Claim and its adjusted tax basis in such Claim. The amount realized for this purpose should generally equal the amount of Cash and the fair market value of any other assets received or deemed received for U.S. federal income tax purposes under this Combined Plan and Disclosure Statement in respect of such Holder's Claim. A Holder that is deemed to receive for U.S. federal income tax purposes a non-Cash asset under this Combined Plan and Disclosure Statement in respect of its Claim should generally have a tax basis in such asset in an amount equal to the fair market value of such asset on the date of its deemed receipt.

Beneficiaries of the Liquidating Trust should value the assets of the Liquidating Trust consistently with the values determined by the Liquidating Trustee for all U.S. federal, state, and local income tax purposes. As soon as possible after the Effective Date, the Liquidating Trustee shall make a good faith valuation of the assets transferred to the Liquidating Trust.

Consistent with the treatment of the Liquidating Trust as grantor trusts, each Beneficiary should report on its U.S. federal income tax return its allocable share of the Liquidating Trust's income. Therefore, a Holder may incur a U.S. federal income tax liability with respect to its allocable share of the income of the Liquidating Trust whether or not the Liquidating Trust has

made any Distributions to such Holder. The character of items of income, gain, deduction, and credit to any Holder and the ability of such Holder to benefit from any deduction or losses will depend on the particular situation of such Holder.

In general, a distribution of underlying assets from the Liquidating Trust to a Beneficiary thereof may not be taxable to such Holder because such Holders are already regarded for U.S. federal income tax purposes as owning such assets. Holders are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of Distributions from the Liquidating Trust.

The Liquidating Trustee will file with the IRS tax returns for the Liquidating Trust as a grantor trust under Treasury Regulation Section 1.671-4(a) and will also send to each Holder a separate statement setting forth such Holder's share of items of Liquidating Trust income, gain, loss, deduction, or credit. Each such Holder will be required to report such items on its U.S. federal income tax return.

The discussion above assumes that the Liquidating Trust will be respected as a grantor trust for U.S. federal income tax purposes. If the IRS were to successfully challenge such classification, the U.S. federal income tax consequences to the Liquidating Trust and the beneficiaries of the Liquidating Trust could differ materially from those discussed herein (including the potential for an entity level tax to be imposed on all income of the Liquidating Trust).

5. U.S. Federal Income Tax Treatment With Respect to Holders of Allowed Claims that are Beneficiaries of the Wind-Down Trust or Liquidating Trust

Holders of Allowed Claims as of the Effective Date that are Beneficiaries of the Wind-Down Trust or Liquidating Trust, as applicable, should be treated as receiving from the Debtors their respective shares of the applicable Assets of the Wind-Down Trust or Liquidating Trust, as applicable, in satisfaction of their Allowed Claims, and simultaneously transferring such Assets to the Wind-Down Trust or Liquidating Trust, as applicable. Accordingly, a Holder of such Claim should generally recognize gain or loss in an amount equal to the amount deemed realized on the Effective Date (as described above) less its adjusted tax basis of its Claim. Additionally, such Holders should generally recognize their allocable share of income, gain, loss and deductions recognized by the Wind-Down Trust or Liquidating Trust, as applicable, on an annual basis.

Because a Holder's ultimate share of the Assets of the Wind-Down Trust or Liquidating Trust, as applicable, based on its Allowed Claim will not be determinable on the Effective Date due to, among other things, the existence of Disputed Claims and the value of the assets at the time of actual receipt not being ascertainable on the Effective Date, such Holder should recognize additional or offsetting gain or loss if, and to the extent that, the aggregate amount of Cash and fair market value of the Assets of the Wind-Down Trust or Liquidating Trust, as applicable, ultimately received by such Holder is greater than or less than the amount used in initially determining gain or loss in accordance with the procedures described in the preceding paragraph. It is unclear when a Holder of an Allowed Claim that is a Beneficiary of the Wind-Down Trust or Liquidating Trust, as applicable, should recognize, as an additional amount received for purposes of computing gain or loss, an amount attributable to the disallowance of a Disputed Claim.

The character of any gain or loss as capital gain or loss or ordinary income or loss and, in the case of capital gain or loss, as short-term or long-term, will depend on a number of factors, including: (i) the nature and origin of the Claim; (ii) the tax status of the Holder of the Claim; (iii) whether the Claim has been held for more than one year; (iv) the extent to which the Holder previously claimed a loss or bad debt deduction with respect to the Claim; and (v) whether the Claim was acquired at a market discount. A Holder that purchased its Claim from a prior Holder at a market discount may be subject to the market discount rules of the IRC. Under those rules (subject to a *de minimis* exception), assuming that such Holder has made no election to accrue the market discount and include it in income on a current basis, any gain recognized on the exchange of such Claim generally would be characterized as ordinary income to the extent of the accrued market discount on such Claim as of the date of the exchange.

It is possible that the IRS may assert that any loss should not be recognizable until the Wind-Down Trustee and the Liquidating Trustee makes their final Distributions of the Wind-Down Trust Assets from the Wind-Down Trust and the Liquidating Trust Assets from the Liquidating Trust, as applicable. Holders should consult their tax advisors regarding the possibility that the recognition of gain or loss may be deferred until the final Distribution of the Assets of the Wind-Down Trust or Liquidating Trust, as applicable.

Although not free from doubt, Holders of Disputed Claims should not recognize any gain or loss on the date that the Assets of the Debtors are transferred to the Liquidating Trust, but should recognize gain or loss in an amount equal to: (i) the amount of Cash and the fair market value of any other property actually distributed to such Holder less (ii) the adjusted tax basis of its Claim. It is possible, however, that such Holders may be required to recognize the fair market value of such Holder's allocable share of the Liquidating Trust's assets, as an amount received for purposes of computing gain or loss, either on the Effective Date or the date such Holder's Claim becomes an Allowed Claim.

Holders of Allowed Claims will be treated as receiving a payment of interest (includible in income in accordance with the Holder's method of accounting for tax purposes) to the extent that any Cash or other property received (or deemed received) under this Combined Plan and Disclosure Statement is attributable to accrued but unpaid interest, if any, on such Allowed Claims. The extent to which the receipt of Cash or other property should be attributable to accrued but unpaid interest is unclear. The Debtors, the Wind-Down Trust and the Liquidating Trust intend to take the position that such Cash or property distributed under this Combined Plan and Disclosure Statement will first be allocable to the principal amount of an Allowed Claim and then, to the extent necessary, to any accrued but unpaid interest thereon. Each Beneficiary should consult its tax advisor regarding the determination of the amount of consideration received under this Combined Plan and Disclosure Statement that is attributable to interest (if any). A Holder generally will be entitled to recognize a loss to the extent any accrued interest was previously included in its gross income and is not paid in full.

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XVII. RECOMMENDATION AND CONCLUSION

The Debtors and Creditors' Committee believe that this Amended Combined Plan and Disclosure Statement is in the best interests of the Estates and urges the Holders of Impaired Claims entitled to vote to accept this Amended Combined Plan and Disclosure Statement and to evidence such acceptance by properly voting and timely returning their Ballots.

Dated: January 19, 2021

**COMCAR INDUSTRIES, INC.
COASTAL TRANSPORT, INC.
COMCAR PROPERTIES, INC.
COMMERCIAL CARRIER CORPORATION
COMMERCIAL TRUCK & TRAILER SALES, INC.
CTL DISTRIBUTION INC.
DETSKO TERMINALS, INC.,
DRIVER SERVICES, INC.,
MIDWEST COAST TRANSPORT, INC.
COMCAR LOGISTICS, LLC
WSE TRANSPORTATION, LLC
16TH STREET POMPANO BEACH, LLC
9TH PLACE NEWBERRY, LLC,
CCC SPOTTING, LLC
CCC TRANSPORTATION, LLC
CHARLOTTE AVENUE AUBURNDALE, LLC
COASTAL TRANSPORT LOGISTICS, LLC
COMMERCIAL CARRIER LOGISTICS, LLC
CORTEZ BOULEVARD BROOKSVILLE, LLC
CT TRANSPORTATION, LLC
CTL DISTRIBUTION LOGISTICS, LLC
CTL TRANSPORTATION, LLC
CTTS LEASING, LLC
EAST BROADWAY TAMPA, LLC
EAST COLUMBUS DRIVE TAMPA, LLC
FLEET MAINTENANCE SERVICES, LLC
MCT TRANSPORTATION, LLC
MIDWEST COAST LOGISTICS, LLC
NEW KINGS ROAD JACKSONVILLE, LLC
OLD WINTER HAVEN ROAD AUBURNDALE, LLC
W. AIRPORT BLVD. SANFORD, LLC
WILLIS SHAW LOGISTICS, LLC**

By:  _____
Name: Andrew Hinkelman
Title: Chief Restructuring Officer

Exhibit A

Debtor-Owned Real Estate

Debtor-Owned Real Estate¹

Address	City
24735 NW 9th Place, Newberry, FL 33823	Newberry
2901 West Airport Boulevard, Sanford, FL 32772	Sanford
5310 New Kings Road, Jacksonville, FL 32209	Jacksonville
18820 Cortez Boulevard, Brooksville, FL 34605	Brooksville
6801 East Broadway Avenue, Tampa, FL 33619	Tampa
5619 East Columbus Drive, Tampa, FL 33619	Tampa
502, 548 Bridgers Avenue, Auburndale, FL 33823	Auburndale
509 U.S. Highway 92, Auburndale, FL 33823	Auburndale
Charlotte Avenue (across from Comcar Corp. HQ)	Auburndale
SEC US Highway 92 and Charlotte Road, Auburndale, FL 33823	Auburndale
306 Old Winter Haven Road, Auburndale, FL 33823	Auburndale

¹ This summary includes parcels of real estate fee title to which as of the Petition Date is or was owned by any of the Debtors.

Exhibit B

CWI-Owned Real Estate

CWI-Owned Real Estate¹

Address	City	LLC Owner
201 North Elm Street, Elm Springs, AR 72762	Elm Springs	North Elm Street Elm Springs, LLC
3825 Louisiana Highway 30, St. Gabriel, LA 70776	St. Gabriel	Louisiana Highway 30 St. Gabriel, LLC
52680 Alabama Highway 277, Bridgeport, AL 35740	Bridgeport	Alabama Highway Bridgeport, LLC
5025 Range Line Road, Mobile, AL 36619	Mobile	Range Line Road Mobile, LLC
322 Grange Road, Port Wentworth, GA 31407	Savannah	Grange Road Port Wentworth, LLC
201 Industrial Park Boulevard, Warner Robins, GA 31088	Warner Robins	Industrial Park Blvd. Warner Robins, LLC
513 Madison Road, Mocksville, NC 27029	Mocksville	Madison Road Mocksville, LLC
Madison Road, Mocksville, NC 27029	Mocksville	Adjacent Land Madison Road Mocksville, LLC
1600 East Benson Road, Sioux Falls, SD 57104	Sioux Falls	Sioux Falls, LLC
6659 N. Tallahassee Road, Crystal River, FL 33823	Crystal River	Power Line Street Crystal River, LLC
9160 Sidney Hayes Road, Orlando, FL	Orlando	144 W. Land Street Taft, LLC
4201 Bonnie Mine Road, Mulberry, FL 33860	Mulberry	Bonnie Mine Road Mulberry, LLC
229 1st Street South, Lake Wales, FL 33853	Lake Wales	1st Street South Lake Wales, LLC
3345 TriCity Avenue, Cocoa, FL 32926	Cocoa	Tricity Avenue Cocoa, LLC
7450 Ready Mix Road, West Point, VA	West Point	Eltharn Road West Point, LLC

¹ This summary includes parcels of real estate fee title to which as of the Petition Date is or was owned by CWI or one of its special purpose entities established to hold the real estate.

Exhibit C

Liquidation Analysis

Comcar Industries, Inc.

Illustrative Chapter 7 Liquidation Summary vs. Plan

\$ in thousands

	Chapter 7		Chapter 11		Notes
	Low	High	Per Plan		
Beginning Cash Balance at Petition Date	\$ 699	\$ 699	\$ 699		
Sales and Cash Activity from Filing to 1/8/21					
Sale of Divisions / De Minimis Assets	\$ 25,575	\$ 25,575	\$ 25,575		
Sale of Properties	3,670	3,670	3,670		
Paydown of Mortgage	(3,124)	(3,124)	(3,124)		
Paydown of DIP and Last Out	(15,369)	(15,369)	(15,369)		
Net Cash Flows	(7,199)	(7,199)	(7,199)		All other cash receipts and disbursements to date
Cash as of 1/8/2021	\$ 4,253	\$ 4,253	\$ 4,253		
Future Projected Recoveries					
363 Sales					
Sale of 5310 New Kings Road, Jacksonville, FL 32209	2,200	2,200	2,200		January 2021
Sale of 5619 East Columbus Drive, Tampa, FL 33619	4,085	4,085	4,085		January 2021
Sale of 6659 N. Tallahassee Road, Crystal River, FL 33823	347	347	347		January 2021
Remaining 363 sales	8,598	8,598	8,598		
Other Asset Proceeds					
Collection of Remaining A/R	288	288	288		
Insurance and Tax Related Recoveries	2,084	2,584	3,584		
Remaining De Minimis Asset Sale Proceeds	75	75	75		
Proceeds from Remaining Assets	\$ 21,930	\$ 22,430	\$ 23,430		
Total Proceeds Available for Distribution	\$ 21,930	\$ 22,430	\$ 23,430		
Liquidation/Administrative Costs					
Accrued and Estimated Professional Fees through Plan Confirmation	(6,005)	(6,005)	(6,005)		
Estimated Remaining Quarterly US Trustee Fees (Q4 and Q1)	(409)	(409)	(409)		
Other Operating Costs	(1,000)	(750)	(483)		
Estimated Wind Down Costs	(1,500)	(1,250)	(450)		Costs include trailing amounts for IT systems, utilities, contractors and other estate costs. Costs would be higher in a Chapter 7 given the longer time period to resolve the monetization of assets and other issues. Costs include liquidation expenses, maintenance of records and tax preparation. Costs would be higher in a Chapter 7 given the extended timeline and ramp up to a Liquidating Trustee and settlement of issues.
Chapter 7 Trustee Fee	(658)	(673)	-		3% of proceeds available for distribution
Estimated 503(b)(9)/Admin/Secured/Priority/Priority Tax Claims	-	-	(475)		No recoveries in a Chapter 7
Total Administrative and Wind Down Costs	\$ (9,572)	\$ (9,087)	\$ (7,822)		
Total Proceeds Available for Distribution after Administrative and Wind Down Costs	\$ 12,358	\$ 13,343	\$ 15,608		
Secured Creditor Claims					
South State Bank	2,962	2,962	2,962		
Prepetition Term Loan	25,049	25,049	25,049		
Estimated Recoveries to Pre-Petition Secured Creditors (5)					
South State Bank	2,962	2,962	2,962		
Prepetition Term Loan ⁽¹⁾	9,396	10,381	10,496		
Estimated Recoveries to Pre-Petition Secured Creditors (%)					
South State Bank	100%	100%	100%		
Prepetition Term Loan	38%	41%	42%		
Estimated Litigation Recoveries ⁽²⁾	-	-	1,000		
GUC Cash Pool per Plan	-	-	2,150		
Amount Available to General Unsecured Creditors	\$ -	\$ -	\$ 3,150		
Estimated General Unsecured Claims	94,279	93,294	78,626		
Estimated General Unsecured Creditor Recovery (%) ⁽³⁾	0.0%	0.0%	4.0%		

(1) Recovery does not include the benefit of any proceeds that may result from other non-Debtor assets in which the Prepetition Term Loan Lender may have liens on.
 (2) Assumes higher recoveries on potential litigation in a Chapter 11 as the Liquidating Trustee would pursue claims (e.g. avoidance actions). Does not assume any recoveries against the Prepetition Term Loan Lender in Chapter 11 due to the release. Any recoveries in a Chapter 7 would first go to repay the diminution in value claim of the Prepetition Term Loan.
 (3) The Plan results in a higher recovery for Administrative, Priority and General Unsecured Claims than conversion to a Chapter 7. The General Unsecured Claims receive a higher recovery in the Plan by way of the GUC Cash Pool and waiver of Prepetition Term Loan deficiency claim. The Prepetition Term Lender benefits from the Plan by way of a release.

Exhibit B

(Stipulation With Travelers Casualty and Surety Company of America)

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

-----X
 In re: : Chapter 11
 :
 : Case No. 20-11120 (LSS)
 COMCAR INDUSTRIES, INC., *et al.*,¹ :
 : (Jointly Administered)
 Debtors. :
 :
 -----X

**STIPULATION RESOLVING SECOND AND FIFTH OMNIBUS
OBJECTIONS TO CLAIMS FILED BY
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

This Stipulation (the “Stipulation”) is entered into as of March 5, 2021 (the “Settlement Date”) by and among the above-captioned debtors and debtors in possession (collectively, the “Debtors”) and Travelers Casualty and Surety Company of America (“Travelers”, and together with the Debtors, the “Parties”).

RECITALS:

WHEREAS, on May 17, 2020, each Debtor commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, on June 22, 2020, the Court entered the *Order (I) Establishing Deadlines for Filing Proofs of Claim, Including Section 503(b)(9) Claims, (II) Applications for Allowance of Administrative Expenses, (III) Approving the Form and Manner of Notice Thereof, and (IV) Granting Related Relief* [D.I. 302], which established July 31, 2020 as the deadline for filing proofs of claim against the Debtors.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: 9th Place Newberry, LLC (0359); 16th Street Pompano Beach, LLC (0278); CCC Spotting, LLC (0342); CCC Transportation, LLC (1058); Charlotte Avenue Auburndale, LLC (2179); Coastal Transport, Inc. (2918); Coastal Transport Logistics, LLC (7544); Comcar Industries, Inc. (8221); Comcar Logistics, LLC (2338); Comcar Properties, Inc. (9545); Commercial Carrier Corporation (8582); Commercial Carrier Logistics, LLC (7544); Commercial Truck and Trailer Sales Inc. (0722); Cortez Blvd. Brooksville, LLC (2210); CT Transportation, LLC (0997); CTL Distribution, Inc. (7383); CTL Distribution Logistics, LLC (7506); CTL Transportation, LLC (0782); CTTS Leasing, LLC (7466); Detsco Terminals, Inc. (9958); Driver Services, Inc. (3846); East Broadway Tampa, LLC (2233); East Columbus Drive Tampa, LLC (3995); Fleet Maintenance Services, LLC (1410); MCT Transportation, LLC (0939); Midwest Coast Logistics, LLC (7411); Midwest Coast Transport, Inc. (0045); New Kings Road Jacksonville, LLC (4797); Old Winter Haven Road Auburndale, LLC (4738); W. Airport Blvd. Sanford, LLC (0462); Willis Shaw Logistics, LLC (7341); WSE Transportation, LLC (0866). The corporate headquarters and the mailing address for the Debtors listed above is 8800 Baymeadows Way West, Suite 200, Jacksonville, Florida 32256.

WHEREAS, on July 30, 2020, Travelers filed the following proofs of claim:

- Claim no. 455 against Debtor CTTS Leasing, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 456 against Debtor Comcar Industries, Inc., asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 458 against Debtor CCC Spotting, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 459 against Debtor CCC Transportation, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 460 against Debtor Coastal Transport Logistics, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 461 against Debtor Commercial Carrier Logistics, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 462 against Debtor CT Transportation, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 463 against Debtor CTL Transportation, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 465 against Debtor MCT Transportation, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 466 against Debtor Midwest Coast Logistics, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 467 against Debtor Willis Shaw Logistics, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;

- Claim no. 468 against Debtor WSE Transportation, LLC, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 469 against Debtor Coastal Transport, Inc., asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 470 against Debtor Commercial Carrier Corporation, asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 471 against Debtor Commercial Truck and Trailers Sales, Inc., asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 472 against Debtor CTL Distribution, Inc., asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;
- Claim no. 473 against Debtor Midwest Coast Transport, Inc., asserting a secured claim in the amount of \$3,377,642.00 and a general unsecured claim in an unliquidated amount;

(collectively, the “Secured Claims” or “Proofs of Claim”).

WHEREAS, on August 31, 2020, Travelers filed the following administrative proofs of claim:

- Claim no. 601 against Debtor CTTS Leasing, LLC in the amount of \$3,331.56;
- Claim no. 602 against Debtor Comcar Industries, Inc. in the amount of \$3,331.56;
- Claim no. 603 against Debtor Coastal Transport, Inc. in the amount of \$3,331.56;
- Claim no. 604 against Debtor Commercial Carrier Corporation in the amount of \$3,331.56;
- Claim no. 605 against Debtor CTL Distribution, Inc. in the amount of \$3,331.56;
- Claim no. 606 against Debtor Midwest Coast Transport, Inc. in the amount of \$3,331.56;

- Claim no. 607 against Debtor CTL Transportation, LLC in the amount of \$472.00;
- Claim no. 608 against Debtor CTTS Leasing, LLC in the amount of \$3,331.56;
- Claim no. 609 against Debtor Comcar Industries, Inc. in the amount of \$3,331.56;
- Claim no. 610 against Debtor Coastal Transport, Inc. in the amount of \$3,331.56;
- Claim no. 611 against Debtor Commercial Carrier Corporation in the amount of \$3,331.56;
- Claim no. 612 against Debtor CTL Distribution, Inc. in the amount of \$3,331.56;
- Claim no. 613 against Debtor Midwest Coast Transport, Inc. in the amount of \$3,331.56;

(collectively, the “Administrative Claims,” and together with the Secured Claims, the “Claims”).

WHEREAS, on July 22, 2020, the Debtors, the Official Committee of Unsecured Creditors and Travelers entered into that *Stipulation and Consent Order Granting Motion of Travelers Casualty and Surety Company of America for Relief from the Automatic Stay as to Collateral Account* [D.I. 459] (the “Collateral Account Order”), pursuant to which the automatic stay was modified to permit Travelers to exercise its rights and remedies with respect to a collateral account pledged by Comcar Industries, Inc., to Travelers (the “Collateral Account”) pursuant to that Collateralized Bond Surety Program Registered Pledge and Master Security Agreement (“Security Agreement”) and Pledged Collateral Account Agreement (“Pledged Collateral Account Agreement”);

WHEREAS, on October 30, 2020, Travelers reported to the Debtors that all amounts in the Collateral Account totaling One Million Four Hundred and Fifty-Five Thousand Four Hundred and Eighteen Dollars and Twenty-Seven Cents (\$1,455,418.27) had been exhausted in connection with Travelers’ losses under the Bonds;

WHEREAS, Travelers’ claims were further backed by a letter of credit issued by Compass Bank in the original face amount of Two Million Dollars (\$2,000,000) (the “Letter of Credit”), which Letter of Credit was drawn after the Petition Date;

WHEREAS, Travelers has advised that the amount of its remaining claims will exceed the proceeds of the Letter of Credit;

WHEREAS, on January 6, 2021, the Debtors filed the *Debtors’ Second Omnibus Objection (Non-Substantive) to Claims* [D.I. 1068] (the “Second Claim Objection”), pursuant

to which the Debtors objected to certain of the Administrative Claims on the basis that such Claims had been amended and are duplicative;

WHEREAS, on January 6, 2021, the Debtors filed the *Debtors' Fifth Omnibus Objection (Non-Substantive) to Claims* [D.I. 1072] (the "Fifth Claim Objection," and together with the Second Claim Objection, the "Claim Objections"), pursuant to which the Debtors objected to the Claims on the basis that such Claims are cross-debtor duplicative claims;

WHEREAS, on January 19, 2021, the Debtors filed the *Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [D.I. 1101] (as the same may be further amended, the "Combined Disclosure Statement and Plan"). The Court approved the Combined Disclosure Statement and Plan on a preliminary basis for solicitation purposes on January 21, 2021 [D.I. 1111].

WHEREAS, on February 1, 2021, Travelers filed the *Response of Travelers Casualty and Surety Company of America to Debtors' Fifth Omnibus Objection (Non-Substantive) to Claims* [D.I. 1127] (the "Response").

WHEREAS, on February 17, 2021, Travelers filed the *Motion of Travelers Casualty and Surety Company of America Pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Combined Disclosure Statement and Plan* [D.I. 1172] (the "3018 Motion")

WHEREAS, the Parties have entered into this Stipulation to consensually resolve the Claim Objections and the 3018 Motion.

NOW, THEREFORE, it is hereby stipulated and agreed that:

1. For purposes of voting and distribution under the Combined Disclosure Statement and Plan, Proof of Claim 456 shall be allowed as a Class 2 Other Secured Claim (as that term is defined in the Combined Disclosure Statement and Plan) in the case of Comcar Industries, Inc. in the amount of Three Million Four Hundred and Fifty-Five Thousand Four Hundred and Eighteen Dollars and Twenty-Seven Cents (\$3,455,418.27) (the "Allowed Secured Claim").
2. The treatment elected by the Debtors under the Combined Disclosure Statement and Plan with respect to Travelers' Allowed Secured Claim shall be that (i) Travelers shall retain its liens securing the Allowed Secured Claim, pursuant to the Security Agreement, Pledged Collateral Account Agreement and Indemnity Agreements (as defined below), (ii) Travelers shall retain possession of the proceeds of the Letter of Credit for the purpose of paying losses under the Indemnity Agreements, and (iii) Travelers shall retain as its own all amounts formerly in the Collateral Account and all proceeds of the Letter of Credit in full and final satisfaction of its Allowed Secured Claim, free and clear of all claims from any other person or entity following Travelers payment of claims in the amount of at least \$3,455,418.27. This

treatment of Travelers' Allowed Secured Claim shall not be modified in any amendment of, or order confirming, the Combined Disclosure Statement and Plan.

3. Solely for the purpose of voting on, and not for purposes of allowance or distribution under, the Combined Disclosure Statement and Plan, Travelers shall have an Allowed Class 4 General Unsecured Claim in the amount of One Dollar (\$1.00) in the case of Commercial Carriers Corporation ("Allowed Class 4 Voting Claim"). For the avoidance of doubt, Travelers shall not be entitled to vote on the Combined Disclosure Statement and Plan with respect to any other Proof of Claim.
4. In the event that the Combined Disclosure Statement and Plan is confirmed by final order of the Court: (a) Proof of Claim 470 shall be an unliquidated, unsecured claim in the case of Commercial Carrier Corporation ("Travelers' Unsecured Claim") comprising of Travelers' contractual indemnity claims under the 1978 Indemnity Agreement, 1993 Indemnity Agreement and 2007 Indemnity Agreement (as those terms are defined in the Proofs of Claim, and which may be referred to herein collectively as "Indemnity Agreements"), and (b) Travelers shall be permitted, but not required, to amend the Travelers Unsecured Claim from time to time to reflect those portions of the Travelers Unsecured Claim that have been liquidated. Following such amendment and notice to the Liquidating Trustee after the Claims Objection Deadline (as set forth in the Combined Disclosure Statement and Plan and subject to extension as contemplated thereunder) and written confirmation from Travelers that such amendment is final, the Liquidating Trustee shall have sixty (60) days to file any objection to the Travelers' Unsecured Claim, as amended. Any amount of the Travelers' Unsecured Claim that is liquidated and allowed shall not be affected, offset or reduced by the allowance of, or Travelers' recovery on account of, Travelers' Allowed Secured Claim. Travelers' Allowed Secured Claim and Travelers' Unsecured Claim are not duplicative claims.
5. Travelers may assert recovery on account of any claims (including claims against the Debtors) to which Travelers is or may be subrogated (the "Subrogated Claims"), notice of which Subrogated Claims may be filed in accordance with Bankruptcy Rule 3001(e); *provided, however*, the Parties (including the Liquidating Trustee) reserve their rights to the merits of the Subrogated Claims for purposes of distribution under the Combined Disclosure Statement and Plan, including (i) Travelers' right to assert that such Subrogated Claims are not duplicative claims and that recovery on such Subrogated Claims that become allowed, general unsecured claims shall not be affected, offset or reduced by the allowance of, or Travelers' recovery on account of the Travelers' Allowed Secured Claim and Travelers' Unsecured Claim and (ii) the Debtors' and Liquidating Trustee's, as applicable, right to object to the Subrogated Claims on any grounds.

6. The Debtors shall pay Travelers an aggregate amount of \$3,803.56 in satisfaction of the Administrative Claims. For avoidance of doubt, following such payment, the Administrative Claims shall be deemed satisfied in full and no further payments or distributions under the Plan are required on account of such satisfied amounts.
7. In the event that the Combined Disclosure Statement and Plan is not confirmed by final order of the Court, Travelers' Proofs of Claim shall be unaffected by this Stipulation (including but not limited to Travelers' Proofs of Claim numbered 456 and 470), and all Parties rights with respect thereto are reserved.
8. The Debtors and the Debtors' estates agree that all rights of recovery against third parties other than the Debtors and their estates (and their successors, including without limitation the Wind-Down Trustee and Liquidating Trustee) in subrogation, reimbursement, contribution, indemnity or other third-party recovery right held by the Debtors and the Debtors' estates in respect of any Bonds and any payments related thereto whether they are owed now or may be owed and payable in the future are assigned to Travelers without any further action required by the Debtors or the Debtors' estates.
9. The terms of the Liquidating Trust Agreement shall be modified to recognize subrogation to the beneficial interests of Beneficiaries, and to permit notice of such subrogation to be provided by filing notices of transfer pursuant to Bankruptcy Rule 3001(e). For purposes of Section 4.2 of the Liquidating Trust Agreement, a notice filed in accordance with Bankruptcy Rule 3001(e) shall constitute delivery of a written notice of address change to the Liquidating Trustee. The Liquidating Trustee shall be entitled to conclusively rely on the name and address set forth in such notice filed in accordance with Bankruptcy Rule 3001(e).
10. For the avoidance of doubt, in the event that Travelers opts out of the Third-Party Release (as defined in the Combined Disclosure Statement and Plan) pursuant to its Allowed Secured Claim and Allowed Class 4 Voting Claim, confirmation of the Plan shall not release, as to Travelers, any non-Debtor parties against whom Travelers may have a claim for indemnity, contribution, exoneration, reimbursement or restitution, including but not limited to Mark Bostick.
11. Upon consideration of the promises and consideration set forth in this Stipulation, Travelers hereby agrees not to object to confirmation of the Combined Plan and Disclosure Statement, and to vote to accept the Combined Plan and Disclosure Statement, provided, that the Combined Plan and Disclosure Statement is not materially modified in a manner that is inconsistent with this Stipulation. The provisions of this Stipulation shall not be modified in any supplement to, amendment of, or order confirming, the Combined Disclosure Statement and Plan.

12. The claims agent in the Debtors' chapter 11 cases is authorized and directed provisionally to adjust the claims register in accordance with this Stipulation with respect to confirmation of the Combined Plan and Disclosure Statement.
13. This Stipulation shall be binding upon any Post-Effective Date Debtors, Wind-Down Trustee and Liquidating Trustee appointed in connection with the Combined Plan and Disclosure Statement.
14. This Stipulation may not be modified other than by a signed writing executed by Travelers and the Debtors or, following the effective date of the Combined Plan and Disclosure Statement, Travelers and the Liquidating Trustee.
15. Each person who executes this Stipulation represents that he or she is duly authorized to do so on behalf of the respective Party and that each Party has full knowledge and has consented to this Stipulation.
16. This Stipulation may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument, and it constitutes sufficient proof of this Stipulation to present any copy, copies, or faxes signed by the Parties to be charged.
17. This Stipulation shall be incorporated into the proposed order confirming the Combined Disclosure Statement and Plan and shall be approved by the Bankruptcy Court in connection with confirmation of the Plan and shall have no force and effect unless such approval is obtained.

[Signature Page Follows]

Dated: March 5, 2021
Wilmington, Delaware

DLA PIPER LLP (US)

/s/ Stuart M. Brown
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Wilmington, Delaware 19801
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WOMBLE BOND DICKINSON (US) LLP

/s/ Lisa Bittle Tancredi
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*Counsel to Travelers Casualty and Surety
Company of America*

-and-

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Counsel to the Debtors

Exhibit C

(Effective Date Notice)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re: : Chapter 11
:
COMCAR INDUSTRIES, INC., et al.,9 : Case No. 20-11120 (LSS)
:
Debtors. : (Jointly Administered)
: Related D.I.: 1101, 1111, 1141, 1186, 1222, []
-----X

NOTICE OF (A) ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER (I) APPROVING AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION AS CONTAINING
ADEQUATE INFORMATION ON A FINAL BASIS AND (II)
CONFIRMING AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION AND
(B) OCCURRENCE OF EFFECTIVE DATE

PLEASE TAKE NOTICE OF THE FOLLOWING:

- 1. Petition Date. On May 17, 2020 (the "Petition Date"), each of the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court").
2. Confirmation of the Plan. On March [], 2021, the Court entered an order [D.I. []] (the "Confirmation Order"), approving the adequacy of information in the Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation [D.I. 1101] (as may be further amended,

9 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: 9th Place Newberry, LLC (0359); 16th Street Pompano Beach, LLC (0278); CCC Spotting, LLC (0342); CCC Transportation, LLC (1058); Charlotte Avenue Auburndale, LLC (2179); Coastal Transport, Inc. (2918); Coastal Transport Logistics, LLC (7544); Comcar Industries, Inc. (8221); Comcar Logistics, LLC (2338); Comcar Properties, Inc. (9545); Commercial Carrier Corporation (8582); Commercial Carrier Logistics, LLC (7544); Commercial Truck and Trailer Sales Inc. (0722); Cortez Blvd. Brooksville, LLC (2210); CT Transportation, LLC (0997); CTL Distribution, Inc. (7383); CTL Distribution Logistics, LLC (7506); CTL Transportation, LLC (0782); CTTS Leasing, LLC (7466); Detsco Terminals, Inc. (9958); Driver Services, Inc. (3846); East Broadway Tampa, LLC (2233); East Columbus Drive Tampa, LLC (3995); Fleet Maintenance Services, LLC (1410); MCT Transportation, LLC (0939); Midwest Coast Logistics, LLC (7411); Midwest Coast Transport, Inc. (0045); New Kings Road Jacksonville, LLC (4797); Old Winter Haven Road Auburndale, LLC (4738); W. Airport Blvd. Sanford, LLC (0462); Willis Shaw Logistics, LLC (7341); WSE Transportation, LLC (0866). The corporate headquarters and the mailing address for the Debtors listed above is 8800 Baymeadows Way West, Suite 200, Jacksonville, Florida 32256.

modified, or supplemented from time to time, the “Amended Combined Disclosure Statement and Plan” or “Plan”¹⁰ and confirmation of the Plan.

3. Effective Date. On [____], 2021 (the “Effective Date”), each of the conditions precedent to consummation of the Plan enumerated in Article XIII.B. of the Plan were satisfied or waived in accordance with the Plan and the Confirmation Order, and the Effective Date of the Plan occurred.

4. Deadline to File Professional Fee Claim. In accordance with Article V.B. of the Plan, all requests for payment of Professional Fee Administrative Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be filed no later than [____], **2021** (the “Professional Fee Claim Bar Date”), or 60 days after the Effective Date. All requests for payment of Professional Fee Administrative Claims must be (i) made in writing, (ii) filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 and (iii) served upon the following parties so as to be received no later than the Professional Fee Claim Bar Date: (i) the counsel for the Debtors, DLA Piper LLP (US), 1201 North Market Street, Wilmington, Delaware 19801 (Attn.: Stuart M. Brown, Esq. [stuart.brown@us.dlapiper.com]) and 1251 Avenue of the Americas, New York, New York 10020 (Attn.: Jamila J. Willis, Esq. [jamila.willis@us.dlapiper.com]); (ii) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Lockbox 35, Wilmington, Delaware, 19801 (Attn.: David L. Buchbinder, Esq. [david.l.buchbinder@usdoj.gov]); (iii) counsel to the DIP Lender and Prepetition Term Loan Lender, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn.: James Ktsanes, Esq. [james.ktsanes@lw.com]) and 885 Third Avenue, New York, New York 10022 (Attn.: Brett M. Neve, Esq. [brett.neve@lw.com]), and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn.: Andrew Magaziner, Esq. [amagaziner@ycst.com]); and (iv) counsel to the Committee, Fox Rothschild LLP, 919 North Market Street, Suite 300 (Attn.: Thomas M. Horan, Esq. [thoran@foxrothschild.com]), 345 California Street, Suite 2200, San Francisco, California 94104 (Attn.: Michael A. Sweet, Esq. [msweet@foxrothschild.com]) and 321 N. Clark Street, Suite 1600, Chicago, Illinois 60654 (Attn.: Gordon E. Gouveia [ggouveia@foxrothschild.com]).

5. Release, Discharge, Exculpation, and Injunction Provisions. The Court has approved certain discharge, release, exculpation, injunction, and related provisions in Article XII of the Plan. The Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

6. Copies of Pleadings. Copies of the Amended Combined Disclosure Statement and Plan and the Confirmation Order, all pleadings, notices, and other documents filed in the Debtors’ Chapter 11 Cases are publicly available at the Court’s website at <https://www.deb.uscourts.gov> (note that a PACER password is needed to access documents on the Court’s website) or by accessing the website maintained by Donlin Recano Company, the Debtors’ noticing agent, available at: www.donlinrecano.com/comcar (which is free of charge) or by contacting counsel for the Debtors using the contact information below.

¹⁰ Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Amended Combined Disclosure Statement and Plan.

Dated: _____
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

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-and-

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