

ESTATE TRUST AGREEMENT

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This Estate Trust Agreement, dated as of April [], 2025, by and between Group Resources Acquisitions, LLC, Employee Benefit Concepts, Inc., Group Resources of Iowa, LLC, and Group Resources Incorporated (“Debtor” or the “Debtors”) and Marshall Glade, as the Estate Trustee (the “Estate Trustee”), is executed in order to establish a liquidating trust in connection with the “Joint Plan of Liquidation” dated as of December 23, 2025, as the same may be modified, amended, or supplemented and including, without limitation all exhibits and schedules thereto, (the “Plan”). Capitalized terms used in this Estate Trust Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

WITNESSETH

WHEREAS, on September 13, 2024 (the “Petition Date”), Group Resources Acquisitions, LLC (“Group Resources Acquisitions”) Employee Benefit Concepts, Inc. (“EBC”), and Group Resources of Iowa, LLC (“GR Iowa”) filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”).

WHEREAS, on September 16, 2024, Group Resources Incorporated (“GRI”) filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

WHEREAS, the Debtors filed the Plan on December 23, 2024;

WHEREAS, on February 25, 2025, the Bankruptcy Court entered its Order finding that the Disclosure Statement contained adequate information within the meaning of section 1125 of the Bankruptcy Code;

WHEREAS, on April [], 2025, the Bankruptcy Court entered the Confirmation Order confirming the Plan;

WHEREAS, the Plan requires the creation of two trusts in connection with the Debtors’ liquidation: (i) the Estate Trust for the benefit of Allowed Class 3 and Class 4 Claimholders and (ii) the Private Actions Trust (“PAT”) for the benefit of certain Class 3 Claimholders as set forth herein;

WHEREAS, the Confirmation Order provides for the appointment of the Estate Trustee and the PAT Trustee (together, the “Trustees”) to the Estate Trust and PAT respectively;

WHEREAS, Marshall Glade is designated as the initial Estate Trustee and the initial PAT Trustee;

WHEREAS, this Estate Trust is created pursuant to, and to effectuate certain provisions of, the Plan and to hold, manage, and administer the Estate Assets and distribute the proceeds thereof, if any, to the Allowed Class 3 and Class 4 Claimholders;

WHEREAS, each Allowed Class 3 and Class 4 Claimholder is an Estate Trust Beneficiary (“Estate Trust Beneficiary”);

WHEREAS, the Estate Trust is organized for the primary purpose of liquidating and distributing the Estate Assets with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Estate Trust;

WHEREAS, this Estate Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and to operate in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684; and

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

ARTICLE 1.

ESTABLISHMENT OF THE ESTATE TRUST

1.1 Establishment of the Estate Trust and Appointment of the Estate Trustee.

(a) Pursuant to the Plan, the Debtors and the Estate Trustee hereby establish a trust which shall be known as the “Estate Trust” on behalf of the Estate Trust Beneficiaries.

(b) The Estate Trustee is hereby appointed as trustee of the Estate Trust effective as of the Effective Date of the Plan and agrees to accept and hold the assets of the Estate Trust in trust for the Estate Trust Beneficiaries subject to the terms of the Plan and this Estate Trust Agreement. The Estate Trustee and each successor trustee serving from time to time hereunder shall have all the rights, powers and duties set forth herein.

1.2 Transfer of Estate Assets.

(a) On the Effective Date, the Debtors shall transfer, for the sole benefit of the Estate Trust Beneficiaries, pursuant to 11 U.S.C. §§ 1123(a)(5)(B) and 1123(b)(3)(B) and in accordance with the Plan and the Confirmation Order, the Estate Assets to the Estate Trust, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial, or otherwise) of all other entities to the maximum extent contemplated by and permissible under 11 U.S.C. § 1141(c); provided however, the Estate Assets may be transferred subject to certain liabilities, as provided in the Plan, Confirmation Order, or as otherwise provided herein.

1.3 Estate Causes of Action.

(a) As of the Effective Date, and except as otherwise provided in this Estate Trust Agreement, the Plan, or by written agreement between the Debtors and the Estate Trustee, the Debtors shall assign all Estate Causes of Action to the Estate Trust.

(b) Upon the assignment of the Estate Causes of Action to the Estate Trust, the Estate Trust shall succeed to all of the Debtors’ rights, titles and interests in and to the Estate Causes of Action and the Debtors will have no further interest in or with respect to the Estate Causes of Action or this Estate Trust.

1.4 Nature and Purpose of the Estate Trust.

(a) Purpose. The Estate Trust is organized and established as a trust pursuant to which the Estate Trustee, subject to the terms and conditions contained herein and in the Plan, is to (i) hold the assets of the Estate Trust and dispose of the same in accordance with this Estate Trust Agreement and the Plan in accordance with Treasury Regulation Section 301.7701-4(d) and Rev. Proc. 94- 45, 1994-2 C.B. 684 and (ii) oversee and direct the expeditious but orderly liquidation of the assets of the Estate Trust. Accordingly, the primary purpose of the Estate Trust is to liquidate the assets vested in the Estate Trust with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Estate Trust.

(b) Actions of the Estate Trustee. Except as otherwise provided in this Estate Trust Agreement, the Plan or the Plan Confirmation Order, the Estate Trustee shall, in an expeditious and orderly manner, and in accordance with the terms of the Plan, the Confirmation Order and this Estate Trust Agreement, liquidate and convert to Cash the Estate Assets, make timely distributions of the Cash thereof, and not unduly prolong the duration of the Estate Trust. The liquidation of the Estate Causes of Action may be accomplished either through the prosecution, compromise and settlement, abandonment, or dismissal of any or all claims, rights or causes of action, or otherwise. Except as otherwise provided in this Estate Trust Agreement, the Plan or the Plan Confirmation Order, the Estate Trustee shall have the absolute right to pursue, settle and compromise, or not pursue, any and all Estate Causes of Actions, as he determines is in the best interests of the Estate Trust Beneficiaries, and consistent with the purposes of the Estate Trust. The Estate Trustee shall have no liability for the outcome of any such decision except for any damages caused by recklessness, gross negligence, willful misconduct, or knowing violation of law.

(c) Relationship. This Estate Trust is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Estate Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company, or association, nor shall the Estate Trustee, the TCC (or any of its members), or the Estate Trust Beneficiaries, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Estate Trust Beneficiaries to the Estate Trustee and the TCC shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Estate Trust Agreement.

1.5 Incorporation of Plan.

The Plan and the Confirmation Order are each hereby incorporated into this Estate Trust Agreement and made a part hereof by this reference; provided however, if there is conflict between the provisions of this Estate Trust Agreement, the provisions of the Plan, or the Confirmation Order, each such document shall have controlling effect in the following rank order: (1) the Confirmation Order; (2) the Plan; and (3) this Estate Trust Agreement.

1.6 Funding of the Estate Trust.

On or after the Effective Date, upon the determination of the Estate Trustee, subject to the approval of the TCC, the Estate Trust may be funded from (i) the Estate Assets, (ii) additional debt or equity financing, including engaging professionals on a contingent fee basis, with the consent of the Trustees and the TCC, or (iii) reserves maintained from the proceeds of the liquidation of the Estate Assets.

ARTICLE 2.

ESTATE TRUST INTERESTS

2.1 Allocation of Estate Trust Interests.

The allocation and distribution of interests in the Estate Trust (“Estate Trust Interests”) shall be accomplished in a manner determined by the Estate Trustee, subject to the approval of the TCC, and in all events consistent with the Plan. In no event shall the number of Estate Trust Interests distributed exceed the number of such interests issuable pursuant to the Plan.

2.2 Interests Beneficial Only.

The ownership of an Estate Trust Interest shall not entitle any Estate Trust Beneficiary to any title in or to the assets of the Estate Trust as such (which title shall be vested in the Estate Trustee) or to any right to call for a partition or division of the Estate’s assets or to require an accounting.

2.3 Evidence of Beneficial Interests.

The Estate Trust Interests will be represented by book entries on the books and records of the Estate Trust.

2.4 Securities Law Registration.

The issuance of Estate Trust Interests under the Plan shall be exempt from registration under any of the following, as applicable: section 1145 of the Bankruptcy Code, sections 3(a)(7), 3(a)(10) or 4(2) of the Securities Act of 1933, as amended and applicable state and local laws requiring registration of securities. If the Estate Trustee determines, with the advice of counsel, that the Estate Trust is required to comply with registration and reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or the Investment Company Act of 1940, as amended (the “Investment Company Act”), then the Estate Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and file periodic reports with the Securities and Exchange Commission (the “SEC”). Notwithstanding the foregoing procedure, nothing herein shall be deemed to preclude the Estate Trustee from amending this Estate Trust Agreement to make such changes as are deemed necessary or appropriate by the Estate Trustee, with the advice of counsel, to ensure that the Estate Trust is not subject to registration or reporting requirements of the Exchange Act, or the Investment Company Act.

2.5 Interests Transferable.

(a) Estate Trust Interests may not be transferred, assigned, pledged, hypothecated or otherwise encumbered without the consent of the Estate Trustee, which consent shall not be unreasonably withheld.

(b) The Estate Trustee shall be appointed registrar (the “Registrar”) for the purpose of recording ownership of the Estate Trust Interests as herein provided.

(c) The Registrar shall keep a registry of the Estate Trust Beneficiaries (the “Trust Register”) which shall be maintained pursuant to such reasonable regulations as the Registrar may prescribe.

2.6 Access to the Trust Register by the Estate Trust Beneficiaries.

Estate Trust Beneficiaries and their duly authorized representatives may, upon reasonable prior written notice to the Registrar, and in accordance with the reasonable regulations prescribed by the Registrar, inspect and, at the sole expense of the Estate Trust Beneficiary seeking the same, make copies of the Trust Register, in each case for any purpose reasonably related to such Estate Trust Beneficiary’s interest in the Estate Trust.

2.7 Absolute Owners.

The Estate Trustee may deem and treat the Estate Trust Beneficiary of record in the Trust Register as the absolute owner of respective Estate Trust Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever and the Estate Trustee shall not be charged with having received notice of any claim or demand to such Estate Trust Interests or the interest therein of any other Person.

2.8 [Reserved.]

2.9 Estate Trust Beneficiary’s Trust Interest.

An Estate Trust Beneficiary’s Estate Trust Interest shall be calculated to equal the amount of the Estate Trust Beneficiary’s Claim against the Debtors divided by the sum of amount of all of Claims of Estate Trust Beneficiaries against the Debtors, whether such Claims are Allowed or Disputed, but not if such Estate Trust Beneficiary’s Claim has been Disallowed or subordinated. If the Estate Trust Beneficiary’s Claim against the Debtors is Disallowed or subordinated, such Estate Trust Beneficiary’s Trust Interest shall be zero.

ARTICLE 3.

ESTATE TRUST PROCEEDS

3.1 Estate Trust Proceeds.

All of the proceeds of the prosecution, compromise and settlement of Estate Trust Causes of Action shall be added to the assets of the Estate Trust and held as a part thereof (and which title shall be vested in the Estate Trustee).

3.2 Collection of Income.

The Estate Trustee shall collect all income earned with respect to the Estate Assets, which shall thereupon be added to the assets of the Estate Trust and held as a part thereof (and which title shall be vested in the Estate Trustee).

3.3 Payment of Estate Trust Expenses.

(a) The Estate Trustee shall maintain an Estate Trust expense fund (the “Estate Trust Expense Fund”) and expend the assets of the Estate Trust Expense Fund (i) as are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Estate Trust during liquidation, (ii) to pay reasonable administrative costs including but not limited to, the costs and expenses of the Estate Trustee (including reasonable fees, costs, and expenses of professionals) and the members of the TCC (but excluding the fees of professionals retained by such members in their individual capacity), any taxes imposed on the Estate Trust or fees and expenses in connection with the administration and liquidation of the Estate Assets, and (iii) to satisfy other liabilities incurred or assumed by the Estate Trust (or to which the assets are otherwise subject) in accordance with the Plan or this Estate Trust Agreement.

3.4 Distributions.

The Estate Trustee shall distribute the net distributable assets of the Estate Trust to the Estate Trust Beneficiaries in accordance with the provisions of Article 7.

ARTICLE 4.

THE ESTATE TRUSTEE

4.1 Tenure, Removal, and Replacement of the Estate Trustee.

(a) The Estate Trustee will serve until resignation and the appointment of a successor pursuant to subsection (b) below, removal pursuant to subsection (c) below, Disability (as defined in Section 4.13(c)(ii)), or death (if applicable);

(b) The Estate Trustee may resign by giving not less than ninety (30) days’ prior written notice to the TCC. Such resignation will become effective on the later to occur of: (i) the day specified in such notice and (ii) the appointment of a successor trustee as provided herein and the acceptance by such successor trustee of such appointment. If a successor trustee is not appointed or does not accept his or her appointment within ninety (90) days following delivery of notice of resignation, the Estate Trustee may file a motion with the Bankruptcy Court, upon notice and hearing, for the appointment of a successor trustee;

(c) Subject to Section 4.13(b), the Estate Trustee may only be removed by order of the Bankruptcy Court upon a finding of cause or good reason for such removal. No successor

Estate Trustee hereunder shall in any event have any liability or responsibility for the acts or omissions of his or her predecessors;

(d) In the event of a vacancy in the position of the Estate Trustee (whether by removal, resignation, Disability or death, if applicable), the vacancy will be filled by the appointment of a successor trustee by (i) majority vote and resolution of the TCC and by the acceptance of the Estate Trust by the successor trustee in accordance with Section 4.2 or (ii) an order of the Bankruptcy Court after notice; provided, however, that only the TCC shall have standing to seek such an order, except as provided in Section 4.1(b). If a successor trustee is appointed by resolution, as provided in clause (i) of the preceding sentence, and such appointment is accepted by the successor trustee, the TCC or the successor trustee shall file notice of such appointment and acceptance with the Bankruptcy Court, which notice will include the name, address, and telephone number of the successor trustee; provided that the filing of such notice shall not be a condition precedent to the vesting in the successor Estate Trustee of all the estates, properties, rights, powers, trusts, and duties of any predecessor;

(e) Immediately upon the appointment of any successor trustee, all rights, powers, duties, authority, and privileges of the predecessor Estate Trustee hereunder will be vested in and undertaken by the successor trustee without any further act and the successor trustee will not be liable personally for any act or omission of the predecessor Estate Trustee;

(f) Upon the appointment of a successor trustee, the predecessor Estate Trustee (or the duly appointed legal representative of a deceased Estate Trustee) shall, if applicable, when requested in writing by the successor trustee, execute and deliver an instrument or instruments conveying and transferring to such successor trustee upon the trust herein expressed, without recourse to the predecessor Estate Trustee, all the estates, properties, rights, powers and trusts of such predecessor Estate Trustee, and shall duly assign, transfer, and deliver to such successor trustee all property and money held hereunder, and all other assets and documents relating to the Estate Trust or the Estate Trust Interests then in his or her possession and held hereunder; and

(g) During any period in which there is a vacancy in the position of Estate Trustee, the TCC may appoint a person to serve as interim Estate Trustee, (the “Interim Estate Trustee”). The Interim Estate Trustee shall be subject to all the terms and conditions applicable to a Estate Trustee hereunder.

4.2 Acceptance of Appointment by Successor Estate Trustee.

Any successor trustee appointed hereunder shall execute an instrument accepting such appointment and assuming the obligations of the office of Estate Trustee hereunder and thereupon the successor trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of his or her predecessor in the Estate Trust hereunder with like effect as if originally named herein.

4.3 Regular Meetings of the Estate Trustee and the TCC.

Meetings of the Estate Trustee and the TCC are to be held at the discretion of the Estate Trustee, but shall occur at least quarterly for the first year following the Effective Date, and biannually thereafter for life of the Estate Trust.

4.4 Special Meetings of the Estate Trustee and the TCC.

Special meetings of the Estate Trustee and the TCC may be held whenever and wherever called for either by the Estate Trustee or at least two members of the TCC.

4.5 Notice of, and Waiver of Notice for, Estate Trustee and TCC Meetings.

Notice of the time and place (but not necessarily the purpose or all of the purposes) of any regular or special meeting will be given to the Estate Trustee and the members of the TCC in person or by telephone, or via mail or electronic mail. Notice to the Estate Trustee and the members of the TCC of any such special meeting will be deemed given sufficiently in advance when (i) if given by mail, the same is deposited in the United States mail at least ten (10) calendar days before the meeting date, with postage thereon prepaid, (ii) if given by electronic mail, the same is transmitted at least one business day prior to the convening of the meeting, or (iii) if personally delivered (including by overnight courier) or given by telephone, the same is handed, or the substance thereof is communicated over the telephone to the Estate Trustee and the members of the TCC or to an adult member of his/her office staff or household, at least one business day prior to the convening of the meeting. The Estate Trustee and any member of the TCC may waive notice of any meeting and any adjournment thereof at any time before, during, or after it is held, as provided by law. Except as provided in the next sentence below, the waiver must be in writing, signed by the Estate Trustee or the applicable member or members of the TCC entitled to the notice, and filed with the minutes or records of the Estate Trust. The attendance of the Estate Trustee or a member of the TCC at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

4.6 Manner of Acting.

The Estate Trustee or any member of the TCC may participate in a regular or special meeting virtually. The Estate Trustee or any member of the TCC participating in a meeting virtually is deemed to be present in person at the meeting.

4.7 Role of the Estate Trustee.

In furtherance of and consistent with the purpose of the Estate Trust and the Plan, the Estate Trustee, subject to the terms and conditions contained herein and in the Plan, may (i) prosecute, compromise and settle, abandon or dismiss for the benefit of the Estate Trust Beneficiaries all claims, rights and causes of action vested in the Estate Trustee (whether such suits are brought in the name of the Estate Trustee or otherwise), and (ii) to otherwise perform the functions and take the actions provided or permitted in the Plan or in this Estate Trust Agreement. In all circumstances, the Estate Trustee shall act in the best interests of all the Estate Trust Beneficiaries of the Estate Trust and in furtherance of the purpose of the Estate Trust.

4.8 Authority of Estate Trustee.

Subject to any limitations contained herein (including, without limitation, Article 5 hereof) or in the Plan, the Estate Trustee shall have the following powers and authorities:

(a) Hold in trust legal title to any and all rights of the Debtors' in or arising from the Estate Causes of Action, including, without limitation, collecting, receiving any and all money and other property belonging to the Estate Trust;

(b) Perform the duties, exercise the powers, and assert the rights analogous to those of a trustee under sections 108, 704, and 1107 of the Bankruptcy Code, including, without limitation, commencing, prosecuting or settling causes of action, enforcing contracts or asserting claims, defenses, offsets and privileges;

(c) Hold the Estate Assets for the benefit of the Estate Trust Beneficiaries;

(d) Investing Cash of the Estate Trust in accordance with the terms of Section 4.15 hereof and in accordance with section 345 of the Bankruptcy Code, and withdrawing and making distributions of Cash to holders of Allowed Claims limited, however, to such investments that are consistent with the Estate Trust's status as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684;

(e) Receive, manage, invest, supervise, protect, liquidate or otherwise dispose of Estate Assets;

(f) Propose a winddown budget for the Debtors and the Estates, and update the same from time to time;

(g) Engage attorneys, accountants, consultants, agents, employees and all professional persons to assist with respect the Estate Trustee's responsibilities, without the need for Court approval;

(h) Pay all expenses in connection with administering the Plan and winding down the affairs of the Debtors, subject to the terms of this Plan without further notice, hearing or approval of the Court;

(i) Execute and deliver all documents, and taking all actions, necessary to consummate this Plan and winddown the Debtors' business, including, the dissolution of the Debtors;

(j) Coordinate the storage and maintenance of the Debtors' books and records;

(k) Oversee compliance with the Debtors' accounting, finance and reporting obligations;

(l) Oversee the filing of final tax returns, audits and other corporate dissolution documents of the Debtors and the Estate Trust, as required;

(m) Object to Claims and compromise and settle Claims asserted against the Debtors;

(n) Act on behalf of the Debtors, the Estates, and the Estate Trust in all litigation, adversary proceedings, arbitration, and contested matters (including, any Estate Causes of Action), then pending or that can be commenced in the Bankruptcy Court and in all actions and proceedings pending or commenced elsewhere, and to settle, retain, enforce, dispute or adjust any actions involving the Estate Assets that could arise or be asserted at any time under the Bankruptcy Code or otherwise, unless otherwise waived or relinquished in this Plan;

(o) Implement and enforce all provisions of the Plan as they relate to the Debtors, the Estates, or the Estate Trust;

(p) In consultation with and subject to the approval of the TCC, incur indebtedness and grant security interests in the assets of the Estate Trust in order to obtain funding for the Estate Trust; and

(q) Use such other powers as may be vested in or assumed by the Estate Trustee pursuant to the Plan or Court order or as may be necessary and proper to carry out the provisions of the Plan as it relates to the Debtors, the Estates, or the Estate Trust.

4.9 Limitation of Estate Trustee's Authority.

(a) Notwithstanding anything herein to the contrary, the Estate Trustee may not (i) engage in any trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Estate Trust, (ii) take such actions inconsistent with the orderly and timely liquidation of the assets of the Estate Trust as are required or contemplated by applicable law, the Plan and this Estate Trust Agreement or (iii) be authorized to engage in any investments or activities inconsistent with the treatment of the Estate Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

(b) The Estate Trust shall not hold 50% or more of the stock (in either vote or value) of any entity that is treated as a corporation for federal income tax purposes, nor be the sole member of a limited liability company, nor have any interest in an entity that is treated as a partnership for federal income tax purposes, unless such stock, membership interest, or partnership interest was obtained involuntarily or as a matter of practical economic necessity in order to preserve the value of the assets of the Estate Trust.

4.10 Books and Records.

(a) The Estate Trustee shall maintain books and records relating to the assets and income of the Estate Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Estate Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting and securities law requirements of the Estate Trust. Nothing in this Estate Trust Agreement requires the Estate Trustee to file any accounting or seek approval of

any court with respect to the administration of the Estate Trust, or as a condition for managing any payment or distribution out of the assets of the Estate Trust.

(b) The Estate Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Estate Trustee, to inspect and, at the sole expense of such Estate Trust Beneficiary seeking the same, make copies of the books and records relating to the Estate Trust on any business day and as often as may be reasonably be desired, in each case for a purpose reasonably related to such Estate Trust Beneficiary's interest in the Estate Trust.

4.11 Inquiries into Estate Trustee's Authority.

Except as otherwise set forth in the Estate Trust or in the Plan, no Person dealing with the Estate Trust shall be obligated to inquire into the authority of the Estate Trustee in connection with the protection, conservation or disposition of the Estate Assets.

4.12 Compliance with Laws.

Any and all distributions of assets of the Estate Trust and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, without limitation, applicable federal and state securities laws.

4.13 Compensation of the Estate Trustee.

(a) The Estate Trustee shall be compensated for his services, and reimbursed for his expenses, in accordance with the terms set forth in the Trustee Services Agreement related to the Estate Trustee in his capacity as Estate Trustee. If a successor trustee is appointed, such successor shall be compensated for his or her services, and reimbursed for his or her expenses, as cost of administering the, in accordance with and pursuant to the terms of, a separate agreement to be negotiated and executed by the TCC, which agreement shall not be subject to any third-party notice or approval.

(b) If the Estate Trustee's appointment terminates by reason of (i) the death of the Estate Trustee, (ii) the removal of the Estate Trustee by the TCC pursuant to Section 4.1(c) by reason of the Estate Trustee's Disability or (iii) the removal of the Estate Trustee pursuant to Section 4.1(c) by the TCC without Cause, the Estate Trustee, or his estate, as applicable, shall be entitled to payment of any earned but unpaid portion of compensation, any earned but unpaid bonus, and any un-reimbursed business expenses incurred prior to such death, Disability or effective date of removal.

(c) For purposes of Section 4.13(b), the following terms shall have the following meanings:

(i) "Cause" shall mean (a) commission of any act of fraud or dishonesty in connection with his or her appointment; (b) commission of misconduct that adversely affects, as determined in good faith by the TCC, the assets held by the Estate Trustee for the benefit of the Estate Trust Beneficiaries; (c) engaging in conduct constituting a misdemeanor involving moral turpitude or a felony or the indictment of the Estate Trustee for a felony; or (d) continued failure to perform his

or her substantial job functions, after written notice has been delivered by the TCC to the Estate Trustee if such failure is not cured within 10 days of such notice; provided, however, that the TCC may not deliver any such notice in respect of any failure to perform that is the result of absence from duties or incapacity due to a Disability.

(ii) “Disability” of the Estate Trustee shall have occurred if, as a result of the Estate Trustee’s incapacity due to physical or mental illness as determined by a physician selected by the Estate Trustee, and reasonably acceptable to the TCC, the Estate Trustee shall have been substantially unable to perform his duties hereunder for three consecutive months, or for an aggregate of 180 days during any period of twelve consecutive months.

4.14 Reliance by Estate Trustee.

Except as otherwise provided herein:

(a) The Estate Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Estate Trustee to be genuine and to have been signed or presented by the proper party or parties; and

(b) Persons dealing with the Estate Trustee shall look only to the assets of the Estate Trust to satisfy any liability incurred by the Estate Trustee to such Person in carrying out the terms of this Estate Trust Agreement, and neither the Estate Trustee nor any member of the TCC or any Estate Trust Beneficiary shall have any personal obligation to satisfy any such liability.

4.15 Investment and Safekeeping of Estate Assets.

The Estate Trustee shall invest all income earned by the Estate Trust (pending periodic distributions in accordance with the provisions of the Plan) only in cash, cash equivalents, U.S. Treasury securities, money market investments, and similar temporary liquid investments; provided, however, that (a) the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684, pursuant to the Treasury Regulations, or any modification in the guidelines of the United States Internal Revenue Service (the “IRS”) , whether set forth in IRS rulings, other IRS pronouncements or otherwise, (b) the Estate Trustee may retain any proceeds received that are not Cash only for so long as may be required for the prompt and orderly liquidation of such assets in Cash; and (c) under no circumstances, shall the Estate Trustee segregate the assets of the Estate Trust on the basis of classification of the holders of Estate Trust Interests, other than with respect to Distributions to be made on account of Disputed Claims in accordance with the provisions of the Plan.

4.16 Standard of Care; Exculpation.

Neither the Estate Trustee nor any of his duly designated agents or representatives or professionals shall be liable for any act or omission taken or omitted to be taken by the Estate Trustee in good faith, other than acts or omissions resulting from the Estate Trustee’s own gross

negligence, recklessness, willful misconduct, or knowing violation of law. The Estate Trustee may, in connection with the performance of his functions, and in his sole and absolute discretion, consult with his attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Estate Trustee shall be under no obligation to consult with his attorneys, accountants, financial advisors or agents, and his good faith determination not to do so shall not result in the imposition of liability on the Estate Trustee, unless such determination is based on gross negligence, recklessness, willful misconduct, or knowing violation of law.

ARTICLE 5.

TRUSTS CONSULTATION COMMITTEE

5.1 Trusts Consultation Committee.

On the Effective Date, the Estate Trustee and PAT Trustee will form the TCC from creditors in Classes 3 and 4 that are willing to serve. The TCC shall be composed of not more than five creditors willing to serve, at least two of whom shall be PAT Electors. The role of the TCC shall be primarily to consult with the Estate Trustee and PAT Trustee on matters impacting the Estate Trust or the PAT, as applicable, subject to the specific enumerated duties and rights set forth in this Plan and the Trust Agreements.

5.2 Authority of the TCC.

The TCC shall have the authority and responsibility to oversee, review, and guide the activities and performance of the Trustees and shall have the authority to remove either Trustee in accordance with Section 4.1(c) of this Estate Trust Agreement and Section 4.1(c) of the PAT Agreement. The Trustees shall consult with and provide information to the TCC in accordance with and pursuant to the terms of this Estate Trust Agreement, the PAT Agreement, and the Plan. The TCC shall have the authority to select and engage such Persons, and select and engage such professional advisors, including, without limitation, any professional previously retained by the creditors in Classes 3 and 4, the Debtors or their Estates post-Effective Date, as the TCC deems necessary and desirable to assist the TCC in fulfilling its obligations under this Estate Trust Agreement, the PAT Agreement, and the Plan. The Estate Trust or PAT shall pay the reasonable fees of such Persons (including on an hourly, contingency, or modified contingency basis) and reimburse such Persons for their reasonable and documented out-of-pocket costs and expenses consistent with the terms of this Estate Trust Agreement and the PAT Agreement.

5.3 Regular Meetings of the TCC.

Meetings of the TCC shall be held at the discretion of the Trustees, but shall occur at least quarterly for the first year following the Effective Date, and biannually thereafter for life of the Trusts. Meetings of the TCC may be held virtually.

5.4 Special Meetings of the TCC.

Special meetings of the TCC may be held whenever and wherever called for by any two members of the TCC.

5.5 Manner of Acting.

(a) A majority of the total number of members of the TCC then in office shall constitute a quorum for the transaction of business at any meeting of the TCC. The affirmative vote of a majority of the members of the TCC present and entitled to vote at a meeting at which a quorum is present shall be the act of the TCC except as otherwise required by law or as provided in this Estate Trust Agreement or the PAT Agreement. Any or all of the members of the TCC may participate in a regular or special meeting by, or conduct the meeting virtually, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the TCC participating in a meeting by this means is deemed to be present in person at the meeting. Voting may, if approved by the majority of its members at a meeting, be conducted by electronic mail or individual communications by each member of the TCC.

(b) Any member of the TCC who is present and entitled to vote at a meeting of the TCC when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the TCC, unless: (i) such member of the TCC objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; or (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic transmission) of his/her dissent or abstention to the TCC before its adjournment. The right of dissent or abstention is not available to any member of the TCC who votes in favor of the action taken.

(c) Prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each member of the TCC shall report to the TCC any conflict of interest such member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such member might have with respect to or in connection with such matter or issue, other than solely as a creditor in Classes 3 and 4). A member who has or who may have a conflict of interest shall be deemed to be a “conflicted member” who shall not be entitled to vote or take part in any action with respect to such matter or issue (however such member shall be counted for purposes of determining the existence of a quorum); the vote or action with respect to such matter or issue shall be undertaken only by members of the TCC who are not “conflicted members.”

5.6 Duties of the TCC.

(a) The TCC shall meet with the Trustees at least quarterly for the first year following the Effective Date, and biannually thereafter for life of the Trusts.

(b) The TCC shall consult with the Trustees as reasonably requested by the Trustees either in a regular meeting or special set meeting;

(c) The TCC shall identify successors in the event of the resignation, death, or removal of the Trustees. If a successor trustee is appointed by resolution, as provided in Section 4.1(d) of this Estate Trust Agreement or Section 4.1(d) of the PAT Agreement, and such appointment is accepted by the successor trustee, the TCC shall file notice of such appointment and acceptance with the Bankruptcy Court, which notice will include the name, address, and telephone number of the successor trustee; provided that the filing of such notice shall not be a condition precedent to the vesting in the successor Trustee of all the estates, properties, rights, powers, trusts, and duties of his predecessor. The TCC may appoint one of its members to serve as Interim Trustee as set forth in Section 4.1(g) of this Estate Trust Agreement or Section 4.1(g) of the PAT Agreement during any period in which there is a vacancy in the position of Estate Trustee;

(d) The TCC shall consult and provide final approval, in its discretion, to the Trustees to retain professionals and approve compensation arrangements of such professionals, as set forth in Section 4.8 of this Estate Trust Agreement or Section 4.8 of the PAT Agreement;

(e) The TCC shall consult and provide final approval, in its discretion, to the Trustees to approve (i) the terms of any investment or contribution of Estate Assets to the PAT on terms determined to be fair and reasonable by the TCC, (ii) additional debt or equity financing, including engaging professionals on a contingent fee basis, with the consent of the respective Trustee and the TCC, or (iii) reserves maintained from the proceeds of the liquidation of Estate Assets in accordance with Section 7.1;

(f) The TCC shall review the fees and expenses of the Trustees and any counsel retained by the Trustees and, if deemed appropriate, object to such fees and expenses;

(g) The TCC shall reviewing the terms of any proposed settlement or other disposition of an Asset of either Trust and, if deemed appropriate, objecting to such settlement or disposition.

5.7 Rights of the TCC.

The TCC shall have all rights it determines are reasonably attendant to fulfilling its enumerated duties. Without limiting the generality of the foregoing, the TCC may, but shall not be required to:

(a) Retain its own counsel and other advisors at the expense of the Trusts to advise it on the performance of its duties;

(b) Approve any allocation of any recoveries of the Estate Causes of Action between the Trusts if the Trustee(s) proposes a compromise or other settlement of any Causes of Action against a Joint Target. If the TCC does not approve an allocation of proceeds from such Causes of Action, the Trustee(s) may nonetheless allocate proceeds as between the Trusts with approval by the Bankruptcy Court.

(c) Object to the retention of professional persons proposed to be engaged by the Trustee(s) and submit to the Bankruptcy Court for resolution any such objection not resolved by negotiation with the Trustee(s).

(d) Object to the fees and expenses of the Trustee(s) and any counsel retained by the Trustee(s) and submit to the Bankruptcy Court for resolution any such objection not resolved by negotiation with the Trustee.

(e) Object to the terms of any debt or equity financing of the Trusts proposed by the Trustee(s), including the terms of any inter-Trust financing, and submit to the Bankruptcy Court for resolution any such objection not resolved by negotiation with the Trustee(s).

(f) Object to the terms of any proposed settlement or other disposition of an Asset of either Trust, and submit to the Bankruptcy Court for resolution any such objection not resolved by negotiation with the Trustee.

5.8 TCC's Action Without a Meeting.

Any action required or permitted to be taken by the TCC at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the TCC as evidenced by one or more written consents describing the action taken, signed by all members of the TCC.

5.9 Tenure, Removal, and Replacement of the Members of the TCC.

The authority of the members of the TCC will be effective as of the Effective Date and will remain and continue in full force and effect until the Trusts are terminated in accordance with Section 9.1 of this Estate Trust Agreement or Section 9.1 of the PAT Agreement. The service of the members of the TCC will be subject to the following:

(a) The members of the TCC will serve until death or resignation pursuant to subsection (b) below, or removal pursuant to subsection (c) below.

(b) A member of the TCC may resign at any time by providing a written notice of resignation to the remaining members of the TCC. Such resignation will be effective upon the date received by the TCC or such later date specified in the written notice.

(c) A member of the TCC may be removed by the majority vote of the other members of the TCC, a written resolution of which shall be delivered to the removed TCC member; provided, however, that such removal may only be made for Cause. For purposes of this Section 5.9(c), "Cause" shall be defined as: (a) commission of any act of fraud or dishonesty in connection with his or her appointment to serve on the TCC; (b) commission of misconduct that adversely affects, as determined in good faith by a majority of the remaining members of the TCC, the assets held by the Trustees for the benefit of the Estate Trust or the PAT; (c) engaging in conduct constituting a misdemeanor involving moral turpitude or a felony or the indictment of such member for a felony; or (d) continued failure to perform his or her substantial job functions, after written notice has been delivered by the TCC to such member if such failure is not cured within 10 days of such notice.

(d) In the event of a vacancy on the TCC (whether by removal, death or resignation), a new member may be appointed to fill such position by a majority of the remaining members of the TCC. Any such appointment of a new member cannot alter the structure or power of the TCC as set forth in Section 5.1. In the event that there are no remaining members of the

TCC, appointments to fill such vacancies that would have been made by a majority of the remaining members of the TCC shall be made upon an order entered after an opportunity for a hearing by the Bankruptcy Court, upon motion of the Estate Trustee. The appointment of a successor member of the TCC will be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice will include the name, address, and telephone number of the successor member of the TCC.

(e) Immediately upon the appointment of any successor member of the TCC, all rights, powers, duties, authority, and privileges of the predecessor member of the TCC hereunder will be vested in and undertaken by the successor member of the TCC without any further act; and the successor member of the TCC will not be liable personally for any act or omission of the predecessor member of the TCC.

5.10 Compensation of the TCC.

Members of the TCC shall serve without compensation. Except as set forth herein, all reasonable and documented out-of-pocket fees and expenses, other than attorneys' fees, incurred by members of the TCC in connection with the performance of the duties shall be reimbursed, without duplication, by the Estate Trust or the PAT upon demand for payment thereof.

5.11 Standard of Care; Exculpation.

None of the TCC, its members, designees or professionals, or any of their duly designated agents or representatives, shall be liable for the act or omission of any other member, agent or representative of the TCC, nor shall the TCC or any of its members be liable for any act or omission taken or omitted to be taken by the TCC in good faith, other than acts or omissions resulting from the TCC's or its member's own gross negligence, recklessness, willful misconduct, or knowing violation of law. The TCC and each of its members may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in good faith in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, neither the TCC nor any of its members shall be under any obligation to consult with its attorneys, accountants, financial advisors or agents, and its good faith determination not to do so shall not result in the imposition of liability on the TCC or, as applicable, its members or designees, unless such determination is based on gross negligence, recklessness, willful misconduct, or knowing violation of law.

ARTICLE 6.

TAX MATTERS

6.1 Federal Income Tax Reporting.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including receipt by the Estate Trustee of a private letter ruling if the Estate Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Estate Trustee), the Estate Trustee shall file all tax returns for the Estate Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with this Article 5. The

Estate Trustee shall also annually send to each Estate Trust Beneficiary a separate statement setting forth such Estate Trust Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct all such Estate Trust Beneficiaries to report such items on their federal income tax returns in a manner consistent with such statement.

(a) As soon as practicable after the Effective Date, (i) the Estate Trustee, in consultation with the TCC, will determine the fair market value as of the Effective Date of all assets vested in the Estate Trust, and such determined fair market value shall be used by the Estate Trustee and the Estate Trust Beneficiaries for all federal income tax purposes, and (ii) the Estate Trustee shall apprise the Estate Trust Beneficiaries, in writing of such valuation. The Estate Trustee shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Estate Trust that are required by any governmental unit and pay taxes, if any, properly payable by the Estate Trust.

(b) The Estate Trustee may request an expedited determination of taxes of the Estate Trust under section 505(b) of the Bankruptcy Code or any analogous law, to the extent applicable, for all returns filed for, or on behalf of, the Estate Trust for all taxable periods through the dissolution of the Estate Trust.

(c) For federal income tax purposes, all parties (including, without limitation, the Estate Trustee and the Estate Trust Beneficiaries) shall treat the transfer of Estate Assets to the Estate Trust and issuance of Estate Trust Interests in accordance with the terms of the Plan, as a deemed transfer of the Estate Assets to the Estate Trust (to the extent applicable).

(d) For federal income tax purposes, the Estate Trust Beneficiaries will be treated as the grantors, deemed owners and beneficiaries of the Estate Trust.

6.2 Allocations of Estate Trust Taxable Income.

(a) Allocations of Estate Trust taxable income to the Estate Trust Beneficiaries shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (without regard to any restrictions on distributions described in the Plan) if, immediately prior to such deemed distribution, the Estate Trust had distributed all of its other assets (valued for this purpose at their tax book value) to the Estate Trust Beneficiaries, taking into account all prior and concurrent distributions from the Estate Trust (including all distributions held in escrow pending the resolution of disputed Claims). Similarly, taxable loss of the Estate Trust will be allocated to the Estate Trust Beneficiaries by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining assets of the Estate Trust (including Estate Causes of Action) (valued for this purpose at their tax book value) to the Estate Trust Beneficiaries, taking into account all prior and concurrent distributions from the Estate Trust (including all distributions held in escrow pending the resolution of Disputed Claims). The tax book value of the Estate Trust's assets (including the Estate Causes of Action) for this purpose shall equal their fair market value on the Effective Date, adjusted in either case in accordance with tax accounting principles prescribed by the United States Internal Revenue Code, the regulations and other applicable administrative and judicial authorities and pronouncements.

(b) To the extent of any transfers of Estate Trust Interests in accordance with Section 2.5(a) herein, the Estate Trustee shall promptly establish a standard convention for allocating and apportioning taxable income and loss between a transferor and its transferee and shall not be required to so allocate and apportion based on the actual Estate Trust activities prior and subsequent to the date of any transfer. The Estate Trustee shall notify the Estate Trust Beneficiaries of the convention adopted promptly after such adoption. The Estate Trustee shall use his discretion to establish a fair and equitable convention to apply and may, but is not required to, adopt a monthly, quarterly or similar record date convention.

ARTICLE 7.

DISTRIBUTIONS

7.1 Annual Distribution; Withholding.

The Estate Trustee shall distribute on the date or dates determined by the Estate Trustee, to the extent there is Cash available for distribution in the judgment of the Estate Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing of the process of recovery from Estate Assets all net cash income plus all net cash proceeds therefrom; provided, however, that the Estate Trust may retain such amounts (i) as are reasonably necessary to maintain reserves for distributions to holders of Disputed Claims that may be entitled to Estate Trust Interests upon Allowance of such Claims, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Estate Trust during administration, (iii) to pay or reserve for reasonable administrative expenses (including the costs and expenses of the Estate Trust, the Estate Trustee and the TCC and the fees, costs and expenses of all professionals retained by the Estate Trustee, and any taxes imposed on the Estate Trust or in respect of the assets of the Estate Trust), and (iv) to satisfy other liabilities incurred or assumed by the Estate Trust (or to which the assets are otherwise subject) in accordance with the Plan or this Estate Trust Agreement. All such distributions shall be *pro rata* based on the Estate Trust Interests held by an Estate Trust Beneficiary compared with the Estate Trust Interests outstanding, subject to the terms of the Plan and this Estate trust Agreement. The Estate Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Estate Trustee's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

7.2 Manner of Payment or Distribution.

(a) In addition to any distribution times established under this Plan, the Estate Trustee shall make a good faith determination at six month intervals after the Effective Date as to the advisability of making interim distributions and may make interim distributions in his discretion. Whenever any distribution to be made under this Plan is due on a day other than a Business Day, such distribution will instead be made, without penalty or interest, on the next Business Day.

(b) Any net recoveries shall first be used to repay the funding (including any fees, costs, or interest incurred in connection therewith) described in Section 4.8(p) and then such proceeds shall be distributed to the Estate Trust Beneficiaries.

7.3 Delivery of Estate Trust Distributions.

All distributions under this Estate Trust Agreement to any holder of Estate Trust Interests shall be made at the address of such holder as set forth in the Trust Register or at such other address or in such other manner as such Estate Trust Interests shall have specified for payment purposes in a written notice to the Estate Trustee and the Registrar at least 20 days prior to such distribution date. In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Estate Trustee has determined the then current address of such holder, at which time such distribution shall be made to such holder without interest; provided however, that such undeliverable or unclaimed distributions shall be deemed unclaimed property at the expiration of one year from the date of distribution. The Estate Trustee shall reallocate the undeliverable and unclaimed distributions for the benefit of all other Estate Trust Beneficiaries.

7.4 Cash Distributions.

No Cash distributions shall be required to be made to any Estate Trust Beneficiary in an amount less than \$100.00. Any funds so withheld and not distributed shall be held in reserve and distributed in subsequent distributions. Notwithstanding the foregoing, all cash shall be distributed in the final distribution of the Estate Trust.

ARTICLE 8.

REPORTS TO ESTATE TRUST BENEFICIARIES

8.1 Reports.

(a) The Estate Trustee shall cause to be prepared, as applicable, either at such times as may be required by the Exchange Act, if applicable, or, not less than annually, financial statements of the Estate Trust, to be delivered to the Estate Trust Beneficiaries together with annual income tax reporting of the Estate Trust. To the extent required by law, the financial statements prepared as of the end of the fiscal year shall be audited by an independent accountant in accordance with generally accepted accounting principles. The materiality and scope of audit determinations shall be established between the Estate Trustee (in consultation with the TCC) and the appointed auditors with a view toward safeguarding the value of the assets of the Estate Trustee, but nothing relating to the mutually agreed scope of work shall result in any limitation of audit scope that would cause the auditors to qualify their opinion as to scope of work with respect to such financial statements.

(b) If necessary and appropriate, within ten (10) Business Days after the end of the relevant report preparation period the Estate Trustee shall cause any information reported pursuant to Section 8.1(a) to be mailed to such Estate Trust Beneficiaries and to be filed with the Bankruptcy Court.

(c) Any report required to be distributed by the Estate Trustee under Section 8.1(a) hereof shall also be distributed to the Persons listed in Section 11.6 hereof within ten Business Days of his distribution to the Estate Trust Beneficiaries under Section 8.1(a) hereof. The Estate Trustee may post any report required to be provided under this Section 8.1 on a web site

maintained by the Estate Trustee in lieu of actual notice to the Estate Trust Beneficiaries (unless otherwise required by law) subject to providing notice to the Persons listed in Section 11.6 herein.

ARTICLE 9.

TERM; TERMINATION OF THE ESTATE TRUST

9.1 Term; Termination of the Estate Trust.

(a) The Estate Trust will terminate after the liquidation, administration and distribution of the Estate Assets including the Estate Causes of Action in accordance with this Plan and its full performance of all other duties and functions set forth herein or in the Estate Trust Agreement, ***provided*** the Estate Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date unless the Estate Trustee, for good cause, seeks an extension of the Estate Trust.

(b) If good cause exists to extend the Estate Trust after five (5) years for the complete liquidation the Estate Assets (which, for this purpose, may include preserving or enhancing the value of such assets as appropriate given the facts and circumstances) in a manner consistent with the treatment of the Estate Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684, the term of the Estate Trust may be extended for one (1) year terms subject to the approval of the Bankruptcy Court (which such approval shall not occur more than six (6) months prior to the beginning of the extended term).

(c) The Estate Trust may be terminated earlier than its scheduled termination if (i) the Bankruptcy Court has entered a Final Order closing the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code; and (ii) the Estate Trustee has administered all assets of the Estate Trust and performed all other duties required by the Plan and this Estate Trust Agreement.

9.2 Continuance of Trust for Winding Up.

After the termination of the Estate Trust and for the purpose of liquidating and winding up the affairs of the Estate Trust, the Estate Trustee shall continue to act as such until his duties have been fully performed. Prior to the final distribution of all of the remaining assets of the Estate Trust and upon approval of the TCC, the Estate Trustee shall be entitled to reserve from such assets any and all amounts required to provide for his own costs and expenses, in accordance with Section 4.13 herein, until such time as the winding up of the Estate Trust is completed. Upon termination of the Estate Trust, the Estate Trustee shall retain for a period of two years, as a cost of administering the Estate Trust, the books, records, Estate Trust Beneficiary lists, the Trust Register, and certificates and other documents and files that have been delivered to or created by the Estate Trustee. At the Estate Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two years from the completion and winding up of the affairs of the Estate Trust. Except as otherwise specifically provided herein, upon the termination of the Estate Trust, the Estate Trustee shall have no further duties or obligations hereunder.

ARTICLE 10.

AMENDMENT AND WAIVER

10.1 Amendment and Waiver.

(a) The Estate Trustee, with the prior approval of the majority of the members of the TCC, may amend, supplement or waive any provision of, this Estate Trust Agreement, without notice to or the consent of any Estate Trust Beneficiary or the approval of the Bankruptcy Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Estate Trust Agreement provided that such amendments, supplements or waivers shall not adversely affect the distributions to be made under this Estate Trust Agreement to any of the Estate Trust Beneficiaries, or adversely affect the U.S. federal income tax status of the Estate Trust as a “liquidating trust”; (ii) to comply with any requirements in connection with the U.S. Federal income tax status of the Estate Trust as a “liquidating trust”; (iii) to comply with any requirements in connection with maintaining that the Estate trust is not subject to registration or reporting requirements of the Exchange Act, or the Investment Company Act; (iv) to make the Estate Trust a reporting entity and, in such event, to comply with or seek relief from any requirements in connection with satisfying the registration or reporting requirements of the Exchange Act or the Investment Company Act; and (v) to evidence and provide for the acceptance of appointment hereunder by a successor trustee in accordance with the terms of this Estate Trust Agreement and the Plan.

(b) Any substantive provision of this Estate Trust Agreement may be amended or waived by the Estate Trustee with the prior approval of two-thirds vote of the members of the TCC, subject to the approval of the Bankruptcy Court upon notice and an opportunity for a hearing; provided, however, that no change may be made to this Estate Trust Agreement that would adversely affect the distributions to be made under this Estate Trust Agreement to any of the Estate Trust Beneficiaries, or adversely affect the U.S. Federal income tax status of the Estate Trust as a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) or be inconsistent with the terms of Rev. Proc. 94-45, 1994-2 C.B. 684. Notwithstanding this Section 10.1, no amendments may be made to this Estate Trust Agreement if such proposed amendments are inconsistent with the purpose and intention of the Estate Trust to liquidate in an expeditious but orderly manner Estate Assets in accordance with Treasury Regulation Section 301.7701-4(d).

ARTICLE 11.

MISCELLANEOUS PROVISIONS

11.1 Intention of Parties to Establish the Estate Trust.

This Estate Trust is intended to create a liquidating trust for federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Estate Trust Agreement may be amended in accordance with Section 10.1 to comply with such federal income tax laws and Treasury Regulations, which amendments may apply retroactively.

11.2 Reimbursement of Trust Costs.

If the Estate Trustee, the TCC, or the Estate Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Estate Trust Agreement or the enforcement

thereof, the Estate Trustee, the TCC, or the Estate Trust, as the case may be, shall be entitled to collect any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action. To the extent that the Estate Trust has advanced such amounts, the Estate Trust may recover such amounts from the non-prevailing party.

11.3 Laws as to Construction.

This Estate Trust Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to whether any conflicts of law would require the application of the law of another jurisdiction.

11.4 Jurisdiction.

Without limiting any Person or entity's right to appeal any order of the Bankruptcy Court or to seek withdrawal of the reference with regard to any matter, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Estate Trust Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Estate Trust Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all actions related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties, including the Estate Trust Beneficiaries hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court.

11.5 Severability.

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

11.6 Notices.

All notices, requests or other communications to the parties hereto shall be in writing and shall be sufficiently given only if (i) delivered in person; (ii) sent by electronic mail (as evidenced by a written confirmation of receipt); (iii) sent by registered or certified mail, return receipt requested; or (iv) sent by commercial delivery service or courier. Until a change of address is communicated, as provided below, all notices, requests and other communications shall be sent to the parties at the following addresses or e-mail addresses:

If to the Estate Trustee, to:

Marshall Glade
B. Riley Advisory Services
3445 Peachtree Road
Suite 1225
Atlanta, GA 30326

(470) 346-6842 (telephone)
mglade@brileyfin.com (e-mail)

If to the TCC, to:

[TBD]

If to Debtors, to:

Michael D. Robl
ROBL LAW GROUP LLC
3754 Lavista Road
Suite 250
Tucker, Georgia 30084
(404) 373-5153 (telephone)
michael@roblgroup.com (e-mail)

If to the Estate Trust Beneficiaries, to the persons identified on the applicable proof of claim.

All notices shall be effective and shall be deemed delivered (i) if by personal delivery, delivery service or courier, on the date of delivery; (ii) if by electronic mail, on the date of receipt or confirmed transmission of the communication; and (iii) if by mail, on the date of receipt. Any party from time to time may change its address or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

11.7 Fiscal Year.

The fiscal year of the Estate Trust will begin on the first day of January and end on the last day of December of each year.

11.8 Headings.

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

11.9 Counterparts.

This Estate Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all together shall constitute one agreement.

11.10 Confidentiality.

The Estate Trustee and each successor trustee and each member of the TCC and each successor member of the TCC (each a “Covered Person”) shall, during the period that they serve in such capacity under this Estate Trust Agreement and following either the termination of this Estate Trust Agreement or such individual’s removal, incapacity, or resignation hereunder, hold

strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the assets of the Estate Trust relates or of which it has become aware in its capacity (the “Information”), except to the extent disclosure is required by applicable law, order, regulation or legal process. In the event that any Covered Person is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar legal process) to disclose any Information, such Covered Person shall notify the TCC reasonably promptly (unless prohibited by law) so that the TCC may seek an appropriate protective order or other appropriate remedy or, in its discretion, waive compliance with the terms of this Section (and if the TCC seeks such an order, the relevant Covered Person will provide cooperation as the TCC shall reasonably request). In the event that no such protective order or other remedy is obtained, or that the TCC waives compliance with the terms of this Section and that any Covered Person is nonetheless legally compelled to disclose the Information, the Covered Person will furnish only that portion of the Information, which the Covered Person, advised by counsel, is legally required and will give the TCC written notice (unless prohibited by law) of the Information to be disclosed as far in advance as practicable and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

11.11 Entire Agreement.

This Estate Trust Agreement (including the Recitals), the Plan, and the Confirmation Order constitute the entire agreement by and among the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Estate Trust Agreement, the Plan and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, in the Plan or in the Confirmation Order, nothing in this Estate Trust Agreement is intended or shall be construed to confer upon or to give any person other than the parties thereto and their respective heirs, administrators, executors, successors, or assigns any right to remedies under or by reason of this Estate Trust Agreement.

IN WITNESS WHEREOF, the party hereto has executed and acknowledged this Estate Trust Agreement as of the date first above written.

ESTATE TRUSTEE:

By: Marshall Glade