

PAT AGREEMENT

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This Private Action Trust Agreement (the “PAT Agreement”), dated as of April [], 2025, by and between those creditors of Group Resources Acquisitions, LLC, Employee Benefit Concepts, Inc., Group Resources of Iowa, LLC, and Group Resources Incorporated (“Debtor” or the “Debtors”) classified in Class 3 under the “Joint Plan of Liquidation” dated as of December 23, 2024, as the same may be modified, amended, or supplemented and including, without limitation all exhibits and schedules thereto (the “Plan”), that have timely made a PAT Election¹ and Marshall Glade, as the PAT Trustee (the “PAT Trustee”), is executed in order to establish a liquidating trust in connection with the Plan. Capitalized terms used in this PAT 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 PAT is created pursuant to, and to effectuate certain provisions of, the Plan and to hold certain creditors’ Private Actions;

¹ Capitalized terms used but not defined herein shall have the meaning assigned to them in the Plan.

WHEREAS, each holder of an Allowed Class 3 Claim, may vest its Private Action(s) in the PAT for settlement, prosecution as a class action, or for prosecution on other terms by making a PAT Election;

WHEREAS, each holder of an Allowed Class 3 Claim making a PAT Election (a “PAT Elector”) has agreed to reasonably cooperate with the PAT Trustee and the Trusts Consultation Committee (the “TCC”) in the investigation and prosecution of any vested Private Actions as further set forth herein;

WHEREAS, this PAT is established for the benefit of the PAT Electors who elect to vest their Private Actions in the PAT (the “PAT Beneficiaries”) and the PAT Beneficiaries have a beneficial interest in the PAT (the “PAT Interest”);

WHEREAS, the PAT is organized for the primary purpose of liquidating and distributing assets vested in the PAT 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 PAT;

WHEREAS, this PAT 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 PAT Electors and the PAT Trustee agree as follows:

ARTICLE 1.

ESTABLISHMENT OF THE PAT

1.1 Establishment of PAT and Appointment of the PAT Trustee.

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

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

1.2 Vesting of Assets and Rights in the PAT Trustee.

(a) As of the Effective Date, each PAT Beneficiary hereby vests (i) in the PAT, without recourse, all of such PAT Beneficiary’s right, title, and interest in and to, free and clear of any and all liens, Claims, encumbrances or interests of any kind in such property of any other Person or entity and (ii) in the PAT Trustee and the TCC, without waiver, all of such PAT Beneficiary’s right, title and interest in and to any attorney-client privilege, work-product

privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) associated with the Private Actions (collectively, “Privileges”), which shall vest in the PAT Trustee and the TCC, in trust, and, consistent with section 1123(b)(3)(B) of 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”), for the benefit of the PAT Beneficiaries. Private Actions that have been vested in the PAT shall be referred to as PAT Causes of Action.

(b) By making a PAT Election, each PAT Elector certifies to the PAT Trustee that the vesting of such PAT Cause(s) of Action is free and clear of all Claims, liens, encumbrances, charges, membership interests and other interests, as further set forth in the PAT Agreement.

(c) On or as promptly as practicable after the Effective Date, each PAT Beneficiary shall (i) deliver or cause to be delivered to the PAT Trustee any and all documents in connection with the PAT Cause(s) of Action (including those maintained in electronic format and original documents) whether held by the PAT Beneficiary, its employees, agents, advisors, attorneys, accountants or any other professionals hired by the PAT Beneficiary and (ii) provide access to such employees of the PAT Beneficiary, its agents, advisors, attorneys, accountants or any other professionals hired by the PAT Beneficiary with knowledge of matters relevant to the PAT Cause(s) of Action. Upon the reasonable request of the PAT Trustee, a PAT Beneficiary shall provide the PAT Trustee with a list of all documents in connection with the PAT Cause(s) of Action known to it but not held by it or any of its employees, agents, advisors, attorneys, accountants or any other professionals. Such list shall contain a description of each document, to the extent feasible, as well as the name of the entity or Person holding such document.

(d) At any time and from time to time on and after the Effective Date, PAT Beneficiaries agree; (i) at the reasonable request of the PAT Trustee to execute or deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed), (ii) to take, or cause to be taken, all such further actions as the PAT Trustee may reasonably request in order to evidence or effectuate the vesting of the PAT Causes of Action and the Privileges in the PAT (and, in the case of the Privileges, the TCC) and the consummation of the transactions contemplated hereby and by the Plan and to otherwise carry out the intent of the parties hereunder and under the Plan, and (iii) to cooperate with the PAT Trustee in the prosecution of the Private Actions.

(e) Each PAT Beneficiary shall reasonably cooperate with the PAT Trustee in the investigation and prosecution of any Private Actions. Any PAT Beneficiary making a request for prosecution of a Private Action shall be deemed to consent to the PAT being entitled to all benefits of such Private Action.

(f) If the PAT Trustee is unable or unwilling to prosecute any Private Action, then the PAT Trustee may, but is not required to, re-vest such Private Action in the appropriate PAT Beneficiary.

(g) The PAT Trustee shall communicate and coordinate with the Estate Trustee to maximize the overall recovery to the PAT Beneficiaries from the PAT.

1.3 Title to PAT Causes of Action.

(a) As of the Effective Date, and except as otherwise provided in this PAT Agreement or the Plan, all PAT Causes of Action shall vest in the PAT.

(b) Each PAT Elector shall certify to the PAT Trustee that the vesting of such PAT Causes of Action is free and clear of all Claims, liens, encumbrances, charges, membership interests and other interests, as further set forth in the PAT Agreement.

(c) The PAT Electors' vesting of the PAT Causes of Action in the PAT shall be made for the ratable benefit of the PAT Beneficiaries, based upon the Allowed amount of their Claims against the Debtors, to the extent such PAT Beneficiaries are entitled to PAT Interests under the Plan. In this regard, the PAT Causes of Action will be treated for federal income tax purposes as being a transfer by the PAT Beneficiaries to the PAT in exchange for PAT Interests for the ratable benefit of the PAT Beneficiaries, in accordance with the Plan. Upon the vesting of the Private Actions, the PAT shall succeed to all of the PAT Electors' rights, titles and interests in and to the PAT Causes of Action and the PAT Elector will have no further interest in or with respect to the PAT Causes of Action or this PAT apart from their PAT Interests.

1.4 Nature and Purpose of the PAT.

(a) Purpose. The PAT is organized and established as a trust pursuant to which the PAT Trustee, subject to the terms and conditions contained herein and in the Plan, is to (i) hold the assets of the PAT and dispose of the same in accordance with this PAT 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 PAT. Accordingly, the primary purpose of this PAT is to liquidate the assets vested in the PAT 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 PAT.

(b) Actions of the PAT Trustee. Except as otherwise provided in this PAT Agreement, the Plan or the Confirmation Order, the PAT Trustee, shall, in an expeditious and orderly manner, and in accordance with the terms of the Plan, the Confirmation Order and this PAT Agreement, liquidate and convert to Cash the assets of the PAT, make timely distributions of the Cash thereof, and not unduly prolong the duration of the PAT. The liquidation of the PAT 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 PAT Agreement, the Plan or the Confirmation the PAT Trustee shall have the absolute right to pursue, settle and compromise, or not pursue, any and all Private Actions, as it determines is in the best interests of the PAT Beneficiaries, and consistent with the purposes of the PAT. The PAT 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 PAT is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The PAT 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 PAT Trustee, the TCC (or any of its members), or the PAT 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 PAT Beneficiaries to the PAT 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 PAT Agreement.

1.5 Incorporation of Plan.

The Plan and the Confirmation Order are each hereby incorporated into this PAT Agreement and made a part hereof by this reference; provided however, if there is conflict between the provisions of this PAT 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 PAT Agreement.

1.6 Funding of the PAT.

On or after the Effective Date, upon the determination of the PAT Trustee, subject to the approval of the TCC, the PAT may be funded from (i) the Estate Trustee's investment or contribution of Estate Trust 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 Trustees and the TCC, or (iii) reserves maintained from the proceeds of the liquidation of PAT Causes of Action.

1.7 Appointment as Representative in Lieu of Vesting.

If any Private Actions cannot be vested in the PAT because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Private Actions shall be deemed to have been retained by the PAT Elector, as applicable, and the PAT Trustee shall be deemed to have been designated as a representative of such PAT Elector to enforce and pursue such Private Actions on behalf of such PAT Elector. Notwithstanding the foregoing, all net proceeds of such Private Actions shall be transferred to the PAT Beneficiaries collectively after liquidation of such claims consistent with the provisions of the Plan and this PAT Agreement.

ARTICLE 2.

PAT INTERESTS

2.1 Allocation of PAT Interests.

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

2.2 Interests Beneficial Only.

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

2.3 Evidence of Beneficial Interests.

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

2.4 Securities Law Registration.

The issuance of PAT 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 PAT Trustee determines, with the advice of counsel, that the PAT 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 PAT 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 PAT Trustee from amending this PAT Agreement to make such changes as are deemed necessary or appropriate by the PAT Trustee, with the advice of counsel, to ensure that the PAT is not subject to registration or reporting requirements of the Exchange Act, or the Investment Company Act.

2.5 Interests Transferable.

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

(b) The PAT Trustee shall be appointed registrar (the "Registrar") for the purpose of recording ownership of the PAT Interests as herein provided.

(c) The Registrar shall keep a registry of the PAT Beneficiaries of the PAT (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 PAT Beneficiaries.

PAT 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 PAT Beneficiary seeking the same, make copies of the Trust Register, in each case for a purpose reasonably related to such PAT Beneficiary's interest in the PAT.

2.7 Absolute Owners.

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

2.8 [Reserved.]

2.9 PAT Beneficiary's Trust Interest.

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

ARTICLE 3.

PAT PROCEEDS

3.1 PAT Proceeds.

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

3.2 Collection of Income.

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

3.3 Payment of PAT Expenses.

(a) The PAT Trustee shall maintain a PAT Causes of Action expense fund (the "PAT Causes of Action Expense Fund") and expend the assets of the PAT Causes of Action Expense Fund (i) as are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the PAT during liquidation, (ii) to pay reasonable administrative costs including but not limited to, the costs and expenses of the PAT 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 PAT or fees and expenses in connection with, arising out of or related to the Private Actions, and (iii) to satisfy other liabilities incurred or assumed by the PAT (or to which the assets are otherwise subject) in accordance with the Plan or this PAT Agreement.

(b) The PAT Trustee may retain from the PAT Proceeds and add to the PAT Causes of Action Expense Fund, at any time and from time to time, such amounts as the PAT

Trustee deems reasonable and appropriate to ensure that the PAT Causes of Action Expense Fund will be adequate to meet the expenses and liabilities described in subsection (a) of this Section.

(c) Notwithstanding any other provision of this PAT Agreement to the contrary, the PAT Trustee shall not be required to take any action or enter into or maintain any claim, demand, action or proceeding relating to the PAT unless it shall have sufficient funds in the PAT Causes of Action Expense Fund for that purpose.

3.4 Distributions.

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

ARTICLE 4.

THE PAT TRUSTEE

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

(a) The PAT 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 PAT Trustee may resign by giving not less than ninety (90) 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 PAT 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 PAT Trustee may only be removed by order of the Bankruptcy Court upon a finding of cause or good reason for such removal. No successor PAT 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 PAT 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 PAT 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 PAT 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 PAT 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 PAT Trustee;

(f) Upon the appointment of a successor trustee, the predecessor PAT Trustee (or the duly appointed legal representative of a deceased PAT 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 PAT Trustee, all the estates, properties, rights, powers and trusts of such predecessor PAT 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 PAT, the Private Actions, or the PAT 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 PAT Trustee, the TCC may appoint a person to serve as interim PAT Trustee, (the “Interim PAT Trustee”). The Interim PAT Trustee shall be subject to all the terms and conditions applicable to a PAT Trustee hereunder.

4.2 Acceptance of Appointment by Successor PAT Trustee.

Any successor trustee appointed hereunder shall execute an instrument accepting such appointment and assuming the obligations of the office of PAT 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 PAT hereunder with like effect as if originally named herein.

4.3 Regular Meetings of the PAT Trustee and the TCC.

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

4.4 Special Meetings of the PAT Trustee and the TCC.

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

4.5 Notice of, and Waiver of Notice for, PAT 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 PAT Trustee and the members of the TCC in person or by telephone, or via mail or electronic mail. Notice to the PAT 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 PAT 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 PAT 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 PAT Trustee or the applicable member or members of the TCC entitled to the notice, and filed with the minutes or records of the PAT. The attendance of the PAT 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 PAT Trustee or any member of the TCC may participate in a regular or special meeting virtually. The PAT 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 PAT Trustee.

In furtherance of and consistent with the purpose of the PAT and the Plan, the PAT 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 PAT Beneficiaries all claims, rights and causes of action vested in the PAT Trustee (whether such suits are brought in the name of the PAT Trustee or otherwise), and (ii) to otherwise perform the functions and take the actions provided or permitted in the Plan or in this PAT Agreement. In all circumstances, the PAT Trustee shall act in the best interests of all the PAT Beneficiaries of the PAT and in furtherance of the purpose of the PAT.

4.8 Authority of PAT Trustee.

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

(a) Hold in trust legal title to any and all rights of the holders of the PAT Interests in or arising from the Private Actions, including, without limitation, collecting, receiving any and all money and other property belonging to the PAT and the right to vote any claim or interest relating to a Private Action in a case under the Bankruptcy Code and receive any distribution therein;

(b) Perform the duties, exercise the powers, and assert the rights analogous to those of a trustee under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, commencing, prosecuting or settling causes of action, enforcing contracts or asserting claims, defenses, offsets and privileges;

(c) Protect and enforce the rights to the PAT Causes of Action by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(d) Obtain reasonable insurance coverage with respect to the liabilities and obligations of the PAT Trustee and the TCC under this PAT Agreement (in the form of an errors and omissions policy or otherwise);

(e) Obtain insurance coverage with respect to real and personal property that may become assets of the PAT, if any;

(f) Retain and approve compensation arrangements of such counsel and other professionals, including, without limitation, any professionals previously retained by the PAT Beneficiaries, as the PAT Trustee shall select to assist the PAT Trustee in his duties, on such terms as the PAT Trustee and TCC deem reasonable and appropriate, without Bankruptcy Court approval; subject to the foregoing, the PAT Trustee may commit the PAT to and shall pay such counsel and other professionals reasonable compensation (including on an hourly, contingency, or modified contingency basis) for services rendered and reasonable and documented out-of-pocket expenses incurred;

(g) Retain and approve compensation arrangements of an independent public accounting firm to perform such reviews and/or audits of the financial books and records of the PAT as may be required by the SEC and applicable securities laws and as may be reasonable and appropriate in the PAT Trustee's discretion and to prepare and file any tax returns, informational returns, or periodic or current reports as required by applicable securities laws, for the PAT as may be required; subject to the foregoing, the PAT Trustee may commit the PAT to and shall pay such independent public accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred;

(h) Retain and approve compensation arrangements of such third parties to assist the PAT Trustee in carrying out his powers and duties under this PAT Agreement; subject to the foregoing, the PAT Trustee may commit the PAT to and shall pay all such persons or entities reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred, as well as commit the PAT to indemnify any such parties in connection with the performance of services (provided that such indemnity shall not cover any losses, costs, damages, expenses or liabilities that result from the recklessness, gross negligence, willful misconduct, or knowing violation of law by such party);

(i) In consultation with and subject to the approval of the TCC, waive any privilege (including the Privileges) or any defense on behalf of the PAT or, with respect to the PAT Causes of Action, or the PAT Beneficiaries, as applicable; provided, however, that such waiver shall be effectively limited to such matters;

(j) In consultation with and subject to the approval of the TCC, compromise, adjust, arbitrate, sue on or defend, pursue, prosecute, abandon, exercise rights, powers, and privileges with respect to, or otherwise deal with and settle, in accordance with the terms set forth herein, all causes of action in favor of or against the PAT;

(k) Avoid and recover transfers of the PAT Electors' property as provided for in the Plan as may be permitted by the Bankruptcy Code or applicable state law;

(l) Invest any moneys held as part of the PAT in accordance with the terms of Section 4.15 hereof, limited, however, to such investments that are consistent with the PAT'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;

(m) Request any appropriate tax determination with respect to the PAT, including, without limitation, a determination pursuant to section 505 of the Bankruptcy Code;

(n) Subject to applicable securities laws, if any, establish and maintain a website for the purpose of providing notice of PAT activities in lieu of sending written notice to holders of PAT Interests, subject to providing notice of such website to such holders;

(o) Subject to the provisions of Bankruptcy Rule 2004, to the extent applicable, or any other applicable law or rule, investigate third parties;

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

(q) Take or refrain from taking any and all other actions that the PAT Trustee, upon consultation with and subject to the approval of the TCC, reasonably deems necessary or convenient for the continuation, protection and maximization of the PAT Causes of Action or to carry out the purposes hereof; provided, however, that the PAT Trustee shall not be required to consult with or obtain approval of the TCC, to the extent such actions are purely ministerial in nature.

4.9 Limitation of PAT Trustee's Authority.

(a) Notwithstanding anything herein to the contrary, the PAT Trustee in his capacity as PAT 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 PAT, (ii) take such actions inconsistent with the orderly and timely liquidation of the assets of the PAT as are required or contemplated by applicable law, the Plan and this PAT Agreement or (iii) be authorized to engage in any investments or activities inconsistent with the treatment of the PAT 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 PAT 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 PAT.

4.10 Books and Records.

(a) The PAT Trustee shall maintain books and records relating to the assets and income of the PAT and the payment of expenses of, and liabilities of claims against or assumed

by, the PAT 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 PAT. Nothing in this PAT Agreement requires the PAT Trustee to file any accounting or seek approval of any court with respect to the administration of the PAT, or as a condition for managing any payment or distribution out of the assets of the PAT.

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

4.11 Inquiries into PAT Trustee's Authority.

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

4.12 Compliance with Laws.

Any and all distributions of assets of the PAT 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 PAT Trustee.

(a) The PAT 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 PAT Trustee in his capacity as PAT 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 PAT, 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 PAT Trustee's appointment terminates by reason of (i) the death of the PAT Trustee, (ii) the removal of the PAT Trustee by the TCC pursuant to Section 4.1(c) by reason of the PAT Trustee's Disability or (iii) the removal of the PAT Trustee pursuant to Section 4.1(c) by the TCC without Cause, the PAT 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 this 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 PAT Trustee for the benefit of the PAT Beneficiaries; (c) engaging in conduct constituting a misdemeanor involving moral turpitude or a felony or the indictment of the PAT 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 PAT 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 PAT Trustee shall have occurred if, as a result of the PAT Trustee’s incapacity due to physical or mental illness as determined by a physician selected by the PAT Trustee, and reasonably acceptable to the TCC, the PAT 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 PAT Trustee.

Except as otherwise provided herein:

(a) The PAT 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 PAT Trustee to be genuine and to have been signed or presented by the proper party or parties; and

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

4.15 Investment and Safekeeping of PAT Assets.

The PAT Trustee shall invest all assets vested in the PAT (other than Private Actions), all PAT Proceeds, the PAT Causes of Action Expense Fund and all income earned by the PAT (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 PAT Trustee may retain any PAT 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 PAT Trustee segregate the assets of the PAT on the basis of classification of the holders of PAT 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 PAT 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 PAT Trustee in good faith, other than acts or omissions resulting from the PAT Trustee's own gross negligence, recklessness, willful misconduct, or knowing violation of law. The PAT 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 PAT 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 PAT 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 PAT Agreement and Section 4.1(c) of the Estate Trust Agreement. The Trustees shall consult with and provide information to the TCC in accordance with and pursuant to the terms of this PAT Agreement, the Estate Trust 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 PAT Agreement, the Estate Trust 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 PAT Agreement and the Estate Trust 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 PAT Agreement or the Estate Trust 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 specially 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 PAT Agreement or Section 4.1(d) of the Estate Trust 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 PAT Agreement or Section 4.1(g) of the Estate Trust Agreement during any period in which there is a vacancy in the position of PAT 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 PAT Agreement or Section 4.8 of the Estate Trust 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 Trust 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 PAT Causes of Action 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 review the terms of any proposed settlement or other disposition of an Asset of either Trust and, if deemed appropriate, object 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 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 PAT Agreement or Section 9.1 of the Estate Trust 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 PAT 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 of the TCC 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 PAT Trustee of a private letter ruling if the PAT Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the PAT Trustee), the PAT Trustee shall file all tax returns for the PAT as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with this Article 6. The PAT Trustee shall also annually send to each PAT Beneficiary a separate statement setting forth such PAT Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct all such PAT 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 PAT Trustee, in consultation with the TCC, will determine the fair market value as of the Effective Date of all assets vested in the PAT, and such determined fair market value shall be used by the PAT Trustee and the PAT Beneficiaries for all federal income tax purposes, and (ii) the PAT Trustee shall apprise the PAT Beneficiaries, in writing of such valuation. The PAT Trustee shall also file (or cause to be filed) any other statements, returns or disclosures relating to the PAT that are required by any governmental unit and pay taxes, if any, properly payable by the PAT.

(b) The PAT Trustee may request an expedited determination of taxes of the PAT 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 PAT for all taxable periods through the dissolution of the PAT.

(c) For federal income tax purposes, all parties (including, without limitation, the PAT Electors, the PAT Trustee and the PAT Beneficiaries) shall treat the transfer of PAT Causes of Action to the PAT and issuance of PAT Interests in accordance with the terms of the Plan, as a deemed transfer of the PAT Causes of Action to the PAT Beneficiaries (to the extent applicable), followed by a deemed transfer of such PAT Causes of Action by the PAT Beneficiaries to the PAT in exchange for beneficial interests in the PAT.

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

6.2 Allocations of PAT Taxable Income.

(a) Allocations of PAT taxable income to the PAT 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 PAT had distributed all of its other assets (valued for this purpose at their tax book value) to the PAT Beneficiaries, taking into account all prior and concurrent distributions from the PAT (including all distributions held in escrow pending the resolution of Disputed Claims). Similarly, taxable loss of the PAT will be allocated to the PAT 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 PAT (including Private Actions) (valued for this purpose at their tax book value) to the PAT Beneficiaries, taking into account all prior and concurrent distributions from the PAT (including all distributions held in escrow pending the resolution of Disputed Claims). The tax book value of the PAT's assets (including the Private Actions) 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 PAT Interests in accordance with Section 2.5(a) herein, the PAT 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 PAT activities prior and subsequent to the date of any transfer. The PAT Trustee shall notify the PAT Beneficiaries of the convention adopted promptly after such adoption. The PAT 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 PAT Trustee shall distribute on the date or dates determined by the PAT Trustee, to the extent there is Cash available for distribution in the judgment of the PAT Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing of the process of recovery from PAT Causes of Action all net cash income plus all net cash proceeds of Private Actions; provided, however, that the PAT may retain such amounts (i) as are reasonably necessary to maintain reserves for distributions to holders of Disputed Claims that may be entitled to PAT 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 PAT during administration, (iii) to pay or reserve for reasonable administrative expenses (including the costs and expenses of the PAT, the PAT Trustee and the TCC and the fees, costs and expenses of all professionals retained by the PAT Trustee, and any taxes imposed on the PAT or in respect of the assets of the PAT), and (iv) to satisfy other liabilities incurred or assumed by the PAT (or to which the assets are otherwise subject) in accordance with the Plan or this PAT Agreement. All such distributions shall be *pro rata* based on the PAT Interests held by a PAT Beneficiary compared with the PAT Interests outstanding, subject to the terms of the Plan and this PAT Agreement. The PAT Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the PAT 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 PAT 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 on PAT Causes of Action 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 PAT Beneficiaries.

7.3 Delivery of PAT Distributions.

All distributions under this PAT Agreement to any holder of PAT 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 holder of PAT Interests shall have specified for payment purposes in a written notice to the PAT 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, the PAT Trustee shall be entitled to rely on the most current information available from the Estate Trustee to determine the current address of such holder, but no distribution to such holder shall be made unless and until the PAT 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 PAT Trustee shall reallocate the undeliverable and unclaimed distributions for the benefit of all other PAT Beneficiaries.

7.4 Cash Distributions.

No Cash distributions shall be required to be made to any PAT 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 PAT.

ARTICLE 8.

REPORTS TO PAT BENEFICIARIES

8.1 Reports.

(a) The PAT 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 PAT, to be delivered to the PAT Beneficiaries together with annual income tax reporting of the PAT. 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 PAT Trustee (in consultation with the TCC) and the appointed auditors with a view toward safeguarding the value of the assets of the PAT 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 PAT Trustee shall cause any information reported pursuant to Section 8.1(a) to be mailed to such PAT Beneficiaries and to be filed with the Bankruptcy Court.

(c) Any report required to be distributed by the PAT 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 PAT Beneficiaries under Section 8.1(a) hereof. The PAT Trustee may post any report required to be provided under this Section 8.1 on a web site maintained by the PAT Trustee in lieu of actual notice to the PAT 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 PAT

9.1 Term; Termination of the PAT.

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

(b) If good cause exists to extend the PAT after five (5) years for the complete liquidation the PAT Causes of Action (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 PAT 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 PAT 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 PAT 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 PAT Trustee has administered all assets of the PAT and performed all other duties required by the Plan and this PAT Agreement.

9.2 Continuance of Trust for Winding Up.

After the termination of the PAT and for the purpose of liquidating and winding up the affairs of the PAT, the PAT 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 PAT and upon approval of the TCC, the PAT 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 PAT is completed. Upon termination of the PAT, the PAT Trustee shall retain for a period of two years, as a cost of administering the PAT, the books, records, PAT Beneficiary lists, the Trust Register, and certificates and other documents and

files that have been delivered to or created by the PAT Trustee. At the PAT 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 PAT. Except as otherwise specifically provided herein, upon the termination of the PAT, the PAT Trustee shall have no further duties or obligations hereunder.

ARTICLE 10.

AMENDMENT AND WAIVER

10.1 Amendment and Waiver.

(a) The PAT Trustee, with the prior approval of the majority of the members of the TCC, may amend, supplement or waive any provision of, this PAT Agreement, without notice to or the consent of any PAT Beneficiary or the approval of the Bankruptcy Court: (i) to cure any ambiguity, omission, defect or inconsistency in this PAT Agreement provided that such amendments, supplements or waivers shall not adversely affect the distributions to be made under this PAT Agreement to any of the PAT Beneficiaries, or adversely affect the U.S. federal income tax status of the PAT as a "liquidating trust"; (ii) to comply with any requirements in connection with the U.S. Federal income tax status of the PAT as a "liquidating trust"; (iii) to comply with any requirements in connection with maintaining that the PAT is not subject to registration or reporting requirements of the Exchange Act, or the Investment Company Act; (iv) to make the PAT 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 PAT Agreement and the Plan.

(b) Any substantive provision of this PAT Agreement may be amended or waived by the PAT Trustee with the prior approval of two-thirds 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 PAT Agreement that would adversely affect the distributions to be made under this PAT Agreement to any of the PAT Beneficiaries, or adversely affect the U.S. Federal income tax status of the PAT 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 PAT Agreement if such proposed amendments are inconsistent with the purpose and intention of the PAT to liquidate in an expeditious but orderly manner the PAT Causes of Action in accordance with Treasury Regulation Section 301.7701-4(d).

ARTICLE 11.

MISCELLANEOUS PROVISIONS

11.1 Intention of Parties to Establish the PAT.

This PAT 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 PAT 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 PAT Trustee, the TCC, or the PAT, as the case may be, is the prevailing party in a dispute regarding the provisions of this PAT Agreement or the enforcement thereof, the PAT Trustee, the TCC, or the PAT, 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 PAT has advanced such amounts, the PAT may recover such amounts from the non-prevailing party.

11.3 Laws as to Construction.

This PAT 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 PAT Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this PAT 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 PAT Beneficiaries hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court. Notwithstanding the foregoing, in the event that the Bankruptcy Court refuses to exercise jurisdiction to enforce the terms of this PAT Agreement or to decide any claims or disputes which may arise or result from, or be connected with, this PAT Agreement, any breach or default hereunder, or the transactions contemplated hereby, then any actions related to the foregoing may be filed and maintained in any other court having jurisdiction.

11.5 Severability.

If any provision of this PAT 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 PAT 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 PAT 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 PAT 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:

]Such person as the TCC may designate following the Effective Date

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 PAT Electors, to the persons identified on the applicable PAT Election.

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 PAT 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 PAT Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this PAT Agreement or of any term or provision hereof.

11.9 Counterparts.

This PAT 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 PAT 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 PAT Agreement and following either the termination of this PAT 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 PAT 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 PAT Agreement (including the Recitals), the PAT Elections, 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 PAT 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 PAT 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 PAT Agreement.

IN WITNESS WHEREOF, the undersigned has executed and acknowledged this PAT Agreement as of the date first above written.

PAT TRUSTEE:

By: Marshall Glade