

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

In re:)	CHAPTER 11
)	
THE ALIERA COMPANIES INC.)	CASE NO. 21-11548 (TMH)
d/b/a Alieria Healthcare, Inc., et al.,)	Jointly Administered
)	
Debtors.)	
)	
)	
)	

**COMBINED FIRST AMENDED DISCLOSURE STATEMENT AND PLAN OF
LIQUIDATION FILED JOINTLY BY THE DEBTORS AND
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

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NOTICE

THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS COMBINED PLAN AND DISCLOSURE STATEMENT EXCEPT AS EXPRESSLY INDICATED HEREIN. THIS COMBINED PLAN AND DISCLOSURE STATEMENT WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTORS' KNOWLEDGE, INFORMATION AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED PLAN AND DISCLOSURE STATEMENT ON THE DEBTORS OR HOLDERS OF CLAIMS OR EQUITY INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED PLAN AND DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED DISCLOSURE STATEMENT AND COMBINED PLAN AND DISCLOSURE STATEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

INTRODUCTION

The Alieria Companies, Inc. d/b/a Alieria Healthcare, Inc. (“*Alieria*”), together with four wholly owned subsidiaries¹, debtors and debtors-in-possession in the above-styled Chapter 11 cases (collectively, the “*Debtors*”) and the Official Committee of Unsecured Creditors (the “*Committee*,” together with the Debtors, the “*Plan Proponents*”), hereby propose jointly a plan of liquidation (as may be amended or supplemented, the “*Plan*”) which is embodied within the following Combined Disclosure Statement and Plan of Liquidation (the “*Combined Plan and Disclosure Statement*”), pursuant to sections 1125 and 1129 of the Bankruptcy Code, for the resolution of outstanding Claims against the Debtors and their estates pursuant to chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”). The Ad Hoc Committee of Members has reviewed the Proposed Plan and supports it.

The Plan constitutes a liquidating chapter 11 plan for the Debtors. The Plan provides for the Debtors’ assets already liquidated or to be liquidated over time and for the proceeds to be distributed to Holders of Allowed Claims in accordance with the terms of the Plan. Except as otherwise provided by order of the Bankruptcy Court, Distributions will occur on the Effective Date or as soon thereafter as is practicable and at various intervals thereafter. The Plan provides for the establishment of the Trust which shall, as provided for in the Plan and the Trust Agreement, be the means to effect such liquidation and Distributions.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in Section 14.2 of the Combined Plan and Disclosure Statement, the Plan Proponents expressly reserve the right to alter, amend or modify the Combined Plan and Disclosure Statement, one or more times, before its substantial consummation, including as disclosed more fully in Section 14.2 of this Combined Plan and Disclosure Statement.

All Holders of Claims against the Debtors are encouraged to read this Combined Plan and Disclosure Statement and other Plan Documents in their entirety as soon as possible. The Plan Documents, once Filed, shall be available for review on the claims and noticing agent’s website at <https://dm.epiq11.com/case/aliera/info>, in the office of the clerk of the Bankruptcy Court, or online through the Court’s ECF system, www.deb.uscourts.gov. Holders of Claims or Equity Interests may also obtain a copy of the Plan Documents by contacting counsel for the Debtors or the Committee by a written request sent to the above address. Each of the Plan Documents is an integral part of this Plan and is hereby incorporated by reference and made a part of this Plan.

¹ The jointly administered Debtors in these chapter 11 cases along with the last four digits of their federal tax identification number include: The Alieria Companies Inc. (9555) (Case No. 21-11548 and 22-10125), Advevo LLC (6736) (Case No. 22-10124), Ensurian Agency LLC (3244) (Case No. 22-10123), Tactic Edge Solutions LLC (2923) (Case No. 22-10122) and USA Benefits & Administrators LLC (5803) (Case No. 22-10121).

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions.

Capitalized terms used in this Plan and not otherwise defined in this Plan or in the Bankruptcy Code have the meanings specified in the attached **Exhibit 1**.

1.1.1 Rules of Construction.

Unless otherwise specified, all Section or Exhibit references in this Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. The rules of construction contained in Bankruptcy Code Section 102 shall apply to this Plan. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Unless otherwise provided, (i) any reference in this Plan to an existing document, Exhibit or Schedule means such document, Exhibit or Schedule as it may have been amended, restated, revised, supplemented or otherwise modified, and (ii) any reference in this Plan to a document being in a particular form or on particular terms means that such document will be substantially in such form or on such terms. If a time or date is specified for any payments or other distribution under this Plan, it shall mean on or as soon as reasonably practicable thereafter. Each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral.

SECTION 2. BACKGROUND AND DISCLOSURES

THE FOLLOWING STATEMENTS ARE MADE FOR INFORMATIONAL PURPOSES ONLY. THE PLAN PROPONENTS, FOR THEMSELVES AND FOR THE LIQUIDATING TRUSTEE, RESERVE ALL RIGHTS REGARDING THE ACCURACY OF THE STATEMENTS BELOW. NOTHING HEREIN IS AN ADMISSION OF ANY FACT BY ANY PARTY.

2.1 The Debtors’ Business and Corporate Structure.

Aliera was a health care organization marketing health care solutions to customers that were located in various states. Prior to 2016, Aliera (through a predecessor) developed and sold closed network capitated Direct Primary Care Medical Home (“**DPCMH**”) health programs. Those programs, which focused on preventative and primary care, claimed to lower members’ costs for primary care, wellness, and preventive medicine. They came to include a variety of services, such as telemedicine, PCP, urgent care, labs and discount pharmacy. Those offerings did not include comprehensive coverage, however, and, in Fall 2016, Aliera determined that it should work with a nonprofit Health Care Sharing Ministry (“**HCSM**”) to offer a more comprehensive suite of products to members and potential members.

Aliera approached Anabaptist Healthshare (“**AHS**”) about developing a business relationship. AHS was an existing non-profit 501(c)(3) ministry. AHS sold an HCSM product, in which members of similar religious/faith beliefs are asked to share in the health care costs of its members. Aliera proposed combining its DPCMH product with a new HCSM product in order to

provide a comprehensive offering. The new HCSM product would be offered through a wholly owned subsidiary of AHS, Unity HealthShare, LLC (“*Unity*”). In February 2017, Unity and Alieria signed an agreement authorizing Alieria to sell the combined DPCMH and HCSM product and administer the plans (the “*Unity Agreement*”). Alieria was granted an exclusive license to market and sell the Unity products.

After forming a contractual relationship with Unity, Alieria began marketing and selling the combined DPCMH/HCSM products. However, significant disputes arose between Unity and Alieria, including disagreement over how monthly member payments were to be allocated under the Unity Agreement. When the parties were unable to resolve the dispute through mediation, Unity terminated the agreement, and in August 2018, Alieria filed a complaint against Unity in the Superior Court of Fulton County, Georgia. Counterclaims were asserted by Unity, and the court entered a preliminary injunction against Alieria and appointed a receiver. Eventually, the parties entered into a settlement agreement and the lawsuit was dismissed.

In June 2018, Alieria and/or its principals created Trinity Healthshare, Inc. (n/k/a Sharity Ministries, LLC) (“*Trinity*” or “*Sharity*”), as a nonprofit healthcare sharing ministry. Alieria established a contractual relationship with Sharity, effective August 13, 2018. Alieria’s agreement with Sharity authorized Alieria to begin marketing and selling Sharity HCSM products to former Alieria/Unity members and potential members.

Additionally, Alieria decided to reorganize and restructure its business lines. Alieria’s reorganization was completed by July 1, 2019. It changed its name to The Alieria Companies, Inc, which became a holding and management company with four wholly owned subsidiaries (collectively, the “*Alieria Companies*”), each with its own distinct business service operation, as shown below.

A. **The Alieria Companies, Inc.** – A holding and management company provided human resources, payroll, training, compliance and accounting services for its four subsidiaries, Advevo LLC (“*Advevo*”), Ensurian Agency LLC (“*Ensurian*”), Tactic Edge Solutions LLC (“*Tactic Edge*”), and USA Benefits & Administrators LLC (“*USA Benefits*”).

B. **Advevo** – was a marketing and fulfillment company. Advevo created and implemented marketing strategies, conducted extensive market research to increase sales for companies, sought to build relationships with target audiences, increased overall exposure by extending reach to potential customers likely to be interested in the product or service being offered, and satisfied monthly fulfillment needs. Advevo used strategy and design to simplify and solve communication issues. Advevo targeted three areas of marketing concentration, Digital Marketing, Market Communications, and Market Strategy.

C. **USA Benefits & Administrators** – was a third-party administration organization, licensed in New Mexico and had planned to be licensed nationwide to adjudicate insurance claims and administer certain aspects of employee benefit plans. It also customized adjudication of healthcare sharing ministries’ unique health share requests.

D. **Tactic Edge** – was a full-service provider of managed IT services, core IT platforms, and Business Process Outsourcing (BPO) for brokers, agencies, and call centers. With

Tactic Edge, clients had a full end-to-end platform and service to manage their members' life cycle from enrollment and billing to administration, operations and customer service.

E. **Ensurian** – was a licensed sales/brokerage company that served the needs of individuals, families, and small businesses through various means, including intent to sell insurance and non-insurance products directly to individuals and small employers. Ensurian was poised to become a leading technology enabled, licensed national brokerage firm that gave individuals opportunity to compare, purchase, and enroll in a large and diverse offering of health, supplemental, and other insurance or non-insurance products, but began losing its presence because of all the negative media and regulatory investigations, as discussed below. Product offerings include Health Care Sharing Ministry (HCSM) medical sharing plans, supplemental plans, and fully insured insurance portfolios in the individual market, including products such as dental, vision, accident, critical illness, cancer and other income protection products. With the rise of consumer-driven healthcare, these products provided consumers with important coverage to protect their health and financial well-being.

Following the reorganization, on or about January 1, 2020, all four of the Alieria Companies entered into separate vendor agreements with Sharity that superseded the original agreement between Alieria and Sharity. Under these new contracts, Sharity retained certain of the Alieria Companies to perform all of the same tasks under the original Alieria/Sharity contract, among other things, provide (i) administrative services, (ii) information technology related services, (iii) marketing, brand development, and sale services, and (iv) regulatory and compliance services.

2.2 Events Precipitating the Debtors' Chapter 11 Filing.

During 2018-2021, various governmental units conducted investigations resulting in cease and desist orders against Alieria and Sharity based on allegations that the Alieria/Sharity health plans were unauthorized health insurance. At the same time, private parties filed individual and class action lawsuits against Alieria and Sharity alleging that the health plans were illegal health insurance and failed to comply with state and federal consumer protections, and that they failed to pay the medical benefits promised by the health plans. Ultimately, more than twenty state insurance departments issued orders against the Alieria Companies and/or Sharity requiring them to cease and desist from offering health care sharing programs and withdraw from the health coverage markets in those states.

Additionally, two of the class action lawsuits obtained judgments against Alieria: *Jackson et al., v. The Alieria Companies, Inc.; Alieria Healthcare Inc.; Trinity Healthshare Inc.*, No. 2:19-cv-1281 (J. Rothstein, W.D. Wash.) (the “**Jackson Suit**”) and *Albina et al. v. The Alieria Companies, Inc.; Trinity Healthshare Inc.; OneShare Health LLC*, No. 5:20-cv-496-JMH (J. Hood, C.D. Ky.) (the “**Albina Suit**”). Both judgments were entered by default following the withdrawal of Alieria's counsel in those lawsuits after Alieria was unable to continue paying counsel to defend it. In the Jackson Suit, an order was entered on October 6, 2021, granting counsel for Alieria's motion to withdraw and granting Alieria 15 days to retain substitute counsel. Alieria was unable to retain substitute counsel; thereafter, on November 12, 2021, an order was entered striking Alieria's Answer and entering Default Judgment against Alieria. Similarly, in the Albina Suit an order was entered on October 4, 2021, granting a motion to withdraw filed by Alieria's counsel.

That order gave Alieria 30 days to retain replacement counsel, which it was unable to do. Subsequently, a Default Judgment was entered against Alieria on November 17, 2021.

With declining membership levels and revenues, Sharity filed a voluntary petition for relief under Chapter 11 on July 8, 2021, in the United States Bankruptcy Court for the District of Delaware, Case No. 21-11001-JTD (the “**Sharity Case**”). Sharity ceased making payments to Alieria and sought to reject its contracts with the Alieria Companies. This resulted in a significant reduction in the Debtors’ cash flow and eventually forced the Debtors to cease operations on or before the first week of October.

By the time of their shutdown, the Debtors were left with very little funds on hand. In an effort to wind down and liquidate their assets for the benefit of creditors in an expeditious and cost-effective manner, the Debtors elected to file in Georgia a statutory Assignment for Benefit of Creditors (the “**ABC**”). That ABC proceeding was filed on or about October 11, 2021. As part of the ABC process, assets of the Debtors were assigned to Asset Recovery Associates Alieria, LLC (“**ARAA**”) as the “Assignee” charged with liquidating the Debtors remaining assets and distributing the funds to creditors with valid claims. Katie S. Goodman, an experienced professional fiduciary, is the principal of ARAA.

On or about November 24, 2021, the official committee of unsecured creditors appointed in the Sharity Case (the “**Sharity Committee**”) filed an adversary complaint against the Debtors in the Delaware bankruptcy court (Adv. Proc. No. 21-51291-JTD). In its Complaint, the Sharity Committee, *inter alia*, asserts claims for conversion, unjust enrichment, and seeks to avoid and recover alleged fraudulent and preferential transfers. The complaint seeks damages against the Debtors, jointly and severally, in the amount of \$574,736,117. The adversary proceeding was automatically stayed as a result of the Debtors’ bankruptcy filings and remains pending. Under Sharity’s confirmed liquidating plan, the Sharity Trustee was appointed to oversee a liquidating trust established to hold assets of Sharity’s bankruptcy estate. The Sharity Trustee has filed one or more proofs of claim in the Debtors’ Chapter 11 Cases asserting the same claims which are the subject of the adversary proceeding. Those claims would be settled under this Plan.

2.3 The Chapter 11 Cases.

On December 3, 2021, an involuntary petition for relief (the “**Involuntary Petition**”) under Chapter 11 of the Bankruptcy Code was filed against Alieria in the United States Bankruptcy Court for the District of Delaware (the “**Delaware Court**”) by Class Representatives in the *Jackson* and *Albina* lawsuits who had obtained final judgments. On December 21, 2021, a voluntary Chapter 11 petition was filed in the United States Bankruptcy Court for the Northern District of Georgia (the “**Georgia Court**”) by Alieria, as well as by each of the other Debtors.

On or about December 21, 2021, the following motions were filed with the Delaware Court (collectively, the “**Venue Motions**”) *Motion to Transfer Venue Pursuant to 28 U.S.C. § 1412 and Fed. R. Bankr. P. 1014* [Dkt. No. 17] filed by Alieria and the *Petitioning Creditors’ Motion to Transfer Venue of the Later-Filed Voluntary Bankruptcy Cases of the Alieria Companies Inc. and Its Four Affiliates* [Dkt. No. 18]. On December 29, 2021, Alieria filed a *Motion to Dismiss Involuntary Petition* [Dkt. No. 21] (the “**Motion to Dismiss**”). On January 25, 2022, the Delaware Court entered an Order on the Venue Motions transferring venue of the voluntary cases filed by

the Debtors in the Georgia Court to the Delaware Court. Subsequently, Alieria withdrew its Motion to Dismiss and consented to entry of an order for relief under Chapter 11 in connection with the Involuntary Petition. On February 16, 2022, an Order was entered by the Delaware Court consolidating the two Alieria cases, with Case No. 21-11548-JTD being the surviving case, and ordering that the cases be jointly administered [Dkt. No. 75].

No trustee or examiner has been appointed in these Chapter 11 Cases. No request has been made for the appointment of a trustee or examiner. The Committee was appointed on February 21, 2022.

The Debtors each filed their Schedules on April 29, 2022. These Schedules provide information concerning each Debtor's financial condition on or about the Petition Date. These documents are available from the Office of the Clerk of the U.S. Bankruptcy Court for the District of Delaware and are online at <https://ecf.deb.uscourts.gov> (please note that a PACER account is required to view and download documents), or free of charge at <https://dm.epiq11.com/case/aliera/info>.

An initial Section 341 meeting of creditors for each Debtor was held on March 14, 2022. Those meetings were continued to and concluded on May 17, 2022.

2.4 Significant Events During Chapter 11

A number of substantive applications and motions have been filed, orders entered, and/or other actions taken over the course of these Chapter 11 Cases, which are summarized below:

- ***Retention of Chief Liquidation Officer.*** On March 1, 2022, the Court entered an Order [Dkt. No. 112] approving the Debtors' retention of GGG Partners, LLC, to provide the services of Katie S. Goodman as Chief Liquidation Officer of the Debtors. Since her appointment, Ms. Goodman has been primarily responsible for overseeing the managing the Debtors performance of its administrative and other obligations through the Chapter 11 process.
- ***Retention of Debtor Professionals.*** On March 14, 2022, the Court entered Orders [Dkt. Nos. 133 & 134] authorizing the Debtors to retain the law firms of Scroggins & Williamson, P.C. and Monzack Mersky and Browder, PA. as Chapter 11 counsel for the Debtors. On April 25, 2022, the Court entered an Order [Dkt. No. 187] authorizing the Debtors' retention of SeatonHill Partners, LP, as financial advisors to the Debtors.
- ***Retention of Committee Professionals.*** On April 14, 2022, the Court entered an Order [Dkt. No. 174] authorizing the Committee to retain the law firm of Greenberg Traurig, LLP. On July 20, 2022, the Court entered an Order [Dkt. No. 290] authorizing the Committee's retention of B. Riley Advisor Services, as financial advisors to the Committee.
- ***Bar Date Motion.*** Pursuant to the *Motion of Debtors For Entry of Order Pursuant to Bankruptcy Code Sections 105(a), 501, 502, 503, and 1111(a), Bankruptcy Rules 2002 and 3003(C)(3), and Local Rules 1009-2 and 2002-1(e) (I) Establishing Bar Dates For*

Filing Claims Against the Debtors and (II) Approving Form And Manner Of Notice Thereof [Dkt. No. 222], the Court entered an Order on July 20, 2022 [Dkt. No. 292], which, among other things, established August 30, 2022 as the general bar date for filing proofs of claims.

- ***Adversary Proceeding Against Burdette Atlanta and Shelley Steele.*** On July 22, 2022, the Committee filed its *Motion Of Official Committee Of Unsecured Creditors For An Order Authorizing The Committee To Pursue Certain Claims On Behalf Of The Debtors' Estates Against Insiders* [Dkt. No. 303] (the “**Standing Motion**”). The Standing Motion was granted by Order entered on July 27, 2022 [Dkt. No. 316]. Thereafter, on July 27, 2022, the Committee filed a Complaint initiating Adversary Proceeding No. 22-50400 against Burdette Atlanta, LLC, and Alieria’s CEO, Shelley Steele. In the Adversary Proceeding, the Committee, *inter alia*, seeks to recover certain alleged fraudulent transfers amounts owed on loans from Alieria to Steele. The adversary proceeding is currently pending and has not been resolved.
- ***Settlement with ROC III Fairlead Embassy Row Owner, LLC.*** On August 15, 2022, the Court entered an Order [Dkt. No. 332] approving a settlement between Alieria and one of its landlords, ROC III Fairlead Embassy Row Owner, LLC, which, *inter alia*, authorized the landlord to take possession of certain personal property of Alieria located at the leased premises in return for a credit against the landlord’s claims under the lease.
- ***Ongoing Litigation and Investigations by the Committee and Certain Governmental Entities.*** During the Chapter 11 Cases the Debtors and their professionals have been required to spend a substantial amount of time responding to subpoenas and/or requests for information from the Committee and its professionals, as well as various governmental entities investigating Alieria and/or certain former officers and employees. Additionally, separate lawsuits were filed post-petition against one or more of the Debtors by The State of California and the U.S. Department of Labor seeking injunctive and/or restitutionary relief. The plaintiffs in those actions contend that the actions come within the “police and regulatory power” exception to the automatic stay under 11 U.S.C. § 362(b)(4). As a result, Alieria has been required to appear through counsel in such actions to protect the interests of the Debtors’ Estates.

2.5 Certain Federal Income Tax Consequences.

The confirmation and execution of the Plan may have tax consequences to Holders of Claims and Equity Interests. The Plan Proponents do not offer an opinion as to any federal, state, local, or other tax consequences to Holders of Claims and Equity Interests as a result of the confirmation of the Plan. All Holders of Claims and Equity Interests are urged to consult their own tax advisors with respect to the federal, state, local, and foreign tax consequences of the Plan. This Plan is not intended, and should not be construed, as legal or tax advice to any Creditor, Equity Interest Holder, or other party in interest.

2.6 Alternate Plan.

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different plan. However, the additional costs, which may constitute Administrative Claims may be so significant that one or more parties in interest could request that the Chapter 11 Cases be converted to chapter 7. Accordingly, the Plan Proponents believe that the Plan enables creditors to realize the best return under the circumstances.

The Plan incorporates the Unsecured Creditor Settlement negotiated by and among the Debtors, the Committee, the Sharity Trustee, and Unity Class Representatives, on behalf of the Unity Members, described more particularly below in Section 8.8 of the Plan. It is contemplated that the Unsecured Settlement shall be approved in connection with the Confirmation of the Plan. Among other things, it provides for distributions from the Trust to Holders of Class 3 Unsecured Trade Claims and Class 4 Unsecured Medical Claims under the Plan pursuant to a distribution waterfall negotiated by the parties. The Unsecured Creditor Settlement fixes and allows the Class 4 Unsecured Medical Claims, comprised of the Sharity Trust Claim and the Unity Member Class 4 Unsecured Medical Claims, in a total amount of \$660,667,598. The total amount of Allowed Unsecured Trade Claims in Class 3 under the Plan is not fixed, but the Plan Proponents estimate these will range from \$10,000,000 to \$15,000,000. The proposed waterfall distribution provides that the first \$2,500,000 in Available Cash will be distributed to Class 3, and the next \$6,000,000 in Available Cash will be distributed to Class 4. Available Cash after that will be distributed pursuant to negotiated percentages as described in Section 8.8.

Because the total Allowed Unsecured Medical Claims is significantly larger than the projected total amount of Allowed Unsecured Trade Claims, it is likely that the percentage recovery by the underlying Class 4 claimants represented by the Sharity Trust and Unity Class Representatives will be less than the recovery to the Unsecured Trade claimants. However, the Plan Proponents, with the support by the Sharity Trust and the Unity Class Representatives, believe the proposed distribution scheme to be effectuated under the Unsecured Creditors Settlement is fair and equitable to both classes of Unsecured Creditors for several reasons. First, absent the settlement it is likely that a significant portion of the Trust Assets would be consumed with litigating issues related to determining liability and damages in connection with the pending Sharity Adversary Proceeding and an objection to the Unity Class POC and opposing the Unity Class Certification Motion. In contrast, there would be few or no grounds to dispute liability or the amount of most of the Unsecured Trade Claims filed in these Chapter 11 Cases, since they are primarily contractual in nature. The Unsecured Creditor Settlement resolves a number of highly contested Claim allowance issues and allows the Liquidating Trustee to focus its attention on maximizing the value of Trust Assets.

2.7 Best Interests Test and Liquidation Analysis.

As described above, section 1129(a)(7) of the Bankruptcy Code requires that each Holder of an Impaired Claim or Equity Interest either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The Debtors estates currently have approximately \$5,000,000 in cash on hand generated primarily from income tax refunds received during the Chapter 11 Cases. The Debtors' other remaining assets consist

primarily of Causes of Action and Claims, including, without limitation, Claims against (a) former insiders and entities owned or controlled by them, (b) persons and entities with whom the Debtors had contracts and/or did business, and (c) professionals who performed pre-petition services for the Debtors.

The value of any distributions if the Debtors' Chapter 11 Cases were converted to a case under Chapter 7 of the Bankruptcy Code would be less than the value of Distributions under the Plan. This is due in large part to the fact that conversion of the Chapter 11 Cases to chapter 7 cases would require the appointment of a chapter 7 trustee, and in turn, such chapter 7 trustee's likely retention of new professionals. The "learning curve" that the trustee and new professionals would be faced with comes at a significant cost to the Estates and with a significant delay compared to the time of distributions under the Plan (and prosecution of Causes of Action). Worse still, a chapter 7 trustee would be entitled to significant fees relating to the distributions of the already monetized assets made to creditors. Accordingly, a portion of the cash currently available for Distribution to Holders of Claims would instead be paid to the chapter 7 trustee.

As a result, the Plan Proponents believe that the Estates would have fewer funds to be distributed in a hypothetical chapter 7 liquidation than they would if this Plan is confirmed, and therefore Holders of Claims in all Impaired Classes will recover less than in the hypothetical chapter 7 cases. Accordingly, the Plan Proponents believe that the "best interests" test of Bankruptcy Code Section 1129 is satisfied.

Attached hereto as **Exhibit 2** is a Liquidation Analysis showing the projected return under the proposed Plan versus a projected return under a hypothetical distribution under Chapter 7.

SECTION 3. TREATMENT OF ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, U.S. TRUSTEE FEES, AND PROFESSIONAL FEES

3.1 Administrative Claims.

In accordance with Bankruptcy Code Section 1123(a)(1), Administrative Claims have not been classified and are treated as described in this **Section 3**. Except as otherwise provided in this Plan, each Person holding an Allowed Administrative Claim shall receive Cash equal to the unpaid portion of such Allowed Administrative Claim as soon as practicable after the later of: (a) the Effective Date; (b) the date on which such Person becomes the Holder of such an Allowed Administrative Claim; or (c) the date or dates when that Claim is payable by its terms, consistent with past practice. Allowed Administrative Claims shall be paid from Existing Debtor-Held Funds.

3.2 Administrative Claims Bar Date.

Requests for payment of Administrative Claims (other than Fee Claims) must be filed and served on the Debtors no later than the first Business Day that is thirty (30) days after the Effective Date (the "**Administrative Claims Bar Date**"). Holders of Administrative Claims (other than Fee Claims) that do not file requests for the allowance and payment thereof on or before the Administrative Claims Bar Date shall forever be barred from asserting such Administrative Claims against the Debtors, their Estates or the Trust. Objections to each such Claims may be filed in

accordance with the Bankruptcy Rules. The Court shall determine whether all such Administrative Claims should be Allowed Claims.

3.3 Priority Tax Claims.

In accordance with Bankruptcy Code Section 1123(a)(1), Priority Tax Claims have not been classified and are treated as described in this **Section 3**. Each Person holding an Allowed Priority Tax Claim shall receive, as determined by the Trustee in his sole discretion: (a) payment in Cash in full on the later of the Effective Date or the date such Claim becomes an Allowed Claim; or (b) Cash over a period not exceeding five (5) years after the date of assessment of such Claim, with interest at a rate consistent with Bankruptcy Code Section 511, in periodic payments, having the value of such Claim as of the Effective Date. No Claim for or demand for any penalty relating to any Priority Tax Claim other than a penalty of the type specified in Bankruptcy Code Section 507(a)(8)(G) shall be Allowed, and the Holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Estates or any of the Assets. Allowed Priority Tax Claims shall be paid from Assets available for payment of Priority Tax Claims.

3.4 U.S. Trustee Fees.

U.S. Trustee Fees include fees and charges assessed against the Debtors under Chapter 1930 of title 28, United States Code. All U.S. Trustee Fees will be paid in full by the Debtors or Liquidating Trustee, as the case may be, as they become due and shall continue to be paid until the earlier of the time (i) a final decree is entered closing the Chapter 11 Cases, a Final Order converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or a Final Order dismissing the Chapter 11 Cases is entered; and (ii) the Liquidating Trustee has met all of the U.S. Trustee's Operating Guidelines and Reporting Requirements for debtors in possession and trustees (unless the Bankruptcy Court orders otherwise). U.S. Trustee Fees shall be paid from Existing Debtor-Held Funds.

SECTION 4. SUMMARY OF TREATMENT OF CLAIMS AND ESTIMATED RECOVERIES

The following chart provides a summary of treatment of each Class of Claims (other than Administrative and Priority Tax Claims) and an estimate of the recoveries of each class. The treatment provided in this chart is for information purposes only and is qualified in its entirety by Section 5 of this Combined Plan and Disclosure Statement.

Class	Estimated Allowed Claims	Treatment	Estimated Recovery to Holders of Allowed Claims²
Administrative Claims	\$800,000	Will receive payment in full for any unpaid Allowed Claims as soon as practicable after the later of: (a) the Effective Date; (b) the date on which such Claim is Allowed; or (c) the date or dates when that Claim is payable by its terms, consistent with past practice.	100%
Class 1 – Other Secured Claims	\$0.00	Will receive either (a) the net proceeds, if any, of the sale or other disposition of the Assets in which such other Secured Claim has a lien, on or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) the date such Claim becomes Allowed; or (b) if still in the Debtors' possession or control, the return of the property subject to the senior, perfected, non-avoidable, and indefeasible lien or security interest securing such Holder's Allowed Secured Claim.	100%
Class 2 – Unsecured Priority Claims	\$0.00	Will receive payment in full on the later of (a) the Effective Date; or (b) the date on which such Person becomes the Holder of such an Allowed Unsecured Priority Claim.	100%

² The estimated percentage recovery is based upon, among other things, an estimate of the Allowed Claims in the Chapter 11 Cases. The actual amount of the Allowed Claims may be greater or lower than estimated. Thus, the actual recoveries may be higher or lower than projected depending upon, among other things, the amounts and priorities of Claims that are actually Allowed by the Bankruptcy Court.

Class	Estimated Allowed Claims	Treatment	Estimated Recovery to Holders of Allowed Claims²
Class 3 – Unsecured Trade Claims	\$10,000,000 to \$15,000,000	Will receive a <i>pro rata</i> share of UTC Cash available after payment of or reserve for Allowed Claims on the later of: (a) the date or dates determined by the Liquidating Trustee, to the extent there is Cash available for distribution in the judgment of the Liquidating Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing, of the process of liquidating or disposing of the Assets; and (b) the date on which such Claim becomes Allowed.	15 – 35%
Class 4 – Unsecured Medical Claims	\$660,667,598	Will receive a <i>pro rata</i> share of UMC Cash available after payment of or reserve for Allowed Claims on the later of: (a) the date or dates determined by the Liquidating Trustee, to the extent there is Cash available for distribution in the judgment of the Liquidating Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing, of the process of liquidating or disposing of the Assets; and (b) the date on which such Claim becomes Allowed.	1 - 5%
Class 5 – Subordinated Governmental Claims	Exceeds \$225,000,000	Will be subordinated and will not receive payment until Allowed Claims in Classes 3 and 4 have been paid in full	0%
Class 6 – Insider Claims	\$2,298,479	Will receive no distributions.	N/A
Class 7 – Equity Interests		Will receive no distributions and retain no equity interests.	N/A

Approximately 235 proofs of claim have been filed in the Chapter 11 Cases. The Debtors estimate that their non-priority, Unsecured Claims, in the aggregate, will total (a) approximately \$10,000,000 to \$15,000,000, in Class 3, and (b) \$660,667,598, in Class 4. The Debtors and

Committee have not yet commenced the Claim objection process, and reserve the right to object to any Claims filed in these Chapter 11 Cases which are not expressly Allowed under the Plan.

After considering all of these and other relevant variables, the Debtors estimate Cash available for Distributions will be no less than \$8,500,000, and could be substantially higher depending on potential future recoveries with respect to the Causes of Action. Given the difficulty of predicting results from future litigation which has not been initiated, actual recoveries could vary greatly from the amounts estimated at this time.

SECTION 5. CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

5.1 Classification and Specification of Treatment of Claims.

All Claims, except those described in **Section 3**, are placed in the Classes of Claims described in this **Section 5**, pursuant to Bankruptcy Code Section 1123(a)(1). This **Section 5** also specifies the treatment of such Classes of Claims and their Impaired or unimpaired status, pursuant to Bankruptcy Code Sections 1123(a)(2) and 1123(a)(3). A Claim is classified in a particular Class only to the extent that the Claim qualifies within the description of the Class and is classified in a different Class to the extent that the Claim qualifies within the description of that different Class. A Claim is in a particular Class only to the extent that the Claim is an Allowed Claim in that Class and has not been paid, released, withdrawn, waived, or otherwise satisfied under this Plan. Unless this Plan expressly provides otherwise, when a Class includes a subclass, each subclass is a separate Class for all purposes under the Bankruptcy Code, including voting and distribution.

This Plan will not provide any Distributions on account of a Claim to the extent that such Claim has been disallowed, released, withdrawn, waived, or otherwise satisfied or paid as of the Effective Date, including payments by third parties. Except as specifically provided in this Plan, this Plan will not provide any Distributions on account of a Claim, the payment of which has been assumed by a third party. Except as otherwise specifically provided in this Plan or by further order of the Court, all treatment, allowances, or payments of Claims which have been specified or otherwise fixed or required by order of the Court shall not be Impaired by this Plan, and the rights of the Holders of such Claims as provided in such orders shall not be altered by this Plan. For the avoidance of doubt, any Holder of a Claim or Equity Interest may agree to less favorable treatment of such Claim or Equity Interest than is set forth in this Plan.

As of the Confirmation Hearing, any Class of Claims which does not contain any Creditor's Claims will be deemed deleted automatically from the Plan, and any Class of Claims which does not contain an Allowed Claim (or a Claim temporarily or provisionally Allowed by the Bankruptcy Court for voting purposes) will be deemed automatically deleted from the Plan with respect to voting on Confirmation of the Plan.

5.2 Classes of Claims.

5.2.1 Class 1 – Other Secured Claims. This Class consists of all Allowed Secured Claims. Each Allowed Claim in this Class shall be in a separate subclass. Each Holder of an Allowed Claim in this Class shall receive, at the election of the Liquidating Trustee: (a) the net proceeds, if any, of the sale or other disposition of the Assets in which such other

Secured Claim has a lien, on or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) the date such Claim becomes Allowed; or (b) if still in the Debtors' possession or control, the return of the property subject to the senior, perfected, non-avoidable, and indefeasible lien or security interest securing such Holder's Allowed Secured Claim. Any Cash payments on account of Allowed Class 2 Claims shall be paid from the Assets. Holders of Class 1 Claims are Unimpaired and are conclusively presumed to accept the Plan.

5.2.2 Class 2 – Unsecured Priority Claims. This Class consists of all Allowed Unsecured Priority Claims. Each Holder of an Allowed Unsecured Priority Claim shall receive Cash equal to the unpaid portion of such Allowed Unsecured Priority Claim as soon as practicable after the later of: (a) the Effective Date; or (b) the date on which such Person becomes the Holder of such an Allowed Unsecured Priority Claim. Holders of Class 2 Claims are Unimpaired and are conclusively presumed to accept the Plan.

5.2.3 Class 3 – Unsecured Trade Claims. This Class consists of all Allowed Unsecured Trade Claims. Each Holder of an Allowed Unsecured Trade Claim shall be entitled to receive such Holder's *pro rata* share of UTC Cash available after establishment of the Trust Expense Fund and payment of or reserve for Allowed Claims described in **Sections 3, 5.2.1 and 5.2.2** of this Plan the later of: (a) the date or dates determined by the Liquidating Trustee, to the extent there is Cash available for distribution in the judgment of the Liquidating Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing, of the process of liquidating or disposing of the Assets; and (b) the date on which such Claim becomes Allowed. Holders of Class 3 Claims are Impaired and are entitled to vote to accept or reject the Plan.

5.2.4 Class 4 – Unsecured Medical Claims. This Class consists of all Allowed General Unsecured Medical Claims. Each Holder of an Allowed Unsecured Medical Claim shall be entitled to receive such Holder's *pro rata* share of UMC Cash available after establishment of the Trust Expense Fund and payment of or reserve for Allowed Claims described in **Sections 3, 5.2.1 and 5.2.2** of this Plan the later of: (a) the date or dates determined by the Liquidating Trustee, to the extent there is Cash available for distribution in the judgment of the Liquidating Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing, of the process of liquidating or disposing of the Assets; and (b) the date on which such Claim becomes Allowed. Holders of Class 3 Claims are Impaired and are entitled to vote to accept or reject the Plan.

5.2.5 Class 5 – Subordinated Governmental Claims. This Class consists of all Allowed Subordinated Governmental Claims. Allowed Subordinated Governmental Claims shall be subordinated and will not receive any payment until Allowed Claims described in **Sections 3, 5.2.1, 5.2.2, 5.2.3 and 5.3.4** (collectively, the "***Senior Claims***") have been paid in full. Each Holder of an Allowed Subordinated Governmental Claim shall be entitled to receive such Holder's *pro rata* share of Cash available, if any, after establishment of the Trust Expense Fund and payment of or reserve for Allowed Senior Claims. Holders of Class 5 Claims are Impaired and are entitled to vote to accept or reject the Plan.

5.2.6 Class 6 – Insider Claims. Each Holder of an Insider Claim will not receive any distribution on account of such Insider Claim, nor receive or retain any other property

or interests of the Debtors on account of such Insider Claim, and is therefore conclusively presumed to have rejected this Plan.

5.2.7 Class 7 – Equity Interests. Each Holder of an Equity Interest will not receive any distribution on account of such Equity Interest, nor receive or retain an Equity Interest or other property or interests of the Debtors on account of such Equity Interest, and is therefore conclusively presumed to have rejected this Plan.

SECTION 6. ACCEPTANCE OR REJECTION OF THE PLAN

6.1 Impaired Classes Vote.

In accordance with Bankruptcy Code Section 1126(c) and except as provided in Bankruptcy Code Section 1126(e), an Impaired Class of Claims shall have accepted this Plan if this Plan is accepted by the Holders of at least two-thirds ($\frac{2}{3}$) in dollar amount and more than one-half ($\frac{1}{2}$) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

6.2 Presumed Acceptance of this Plan.

Classes 1 and 2 are Unimpaired under this Plan and are, therefore, conclusively presumed to have accepted this Plan pursuant to Bankruptcy Code Section 1126(f).

6.3 Presumed Rejection of this Plan.

Classes 6 and 7 are not entitled to receive or retain any property under this Plan and are, therefore, conclusively presumed to have rejected this Plan pursuant to Bankruptcy Code Section 1126(g).

6.4 Voting Classes.

Classes 3, 4 and 5 are Impaired, and the Holders of Claims in those Classes are entitled to vote on this Plan.

6.5 Nonconsensual Confirmation.

The Plan Proponents request entry of a Confirmation Order under Bankruptcy Code Section 1129(a). With respect to any Impaired Class, including any Class of Claims or Equity Interests created pursuant to amendments or modifications to this Plan, that does not accept this Plan, the Plan Proponents request that the Bankruptcy Court confirm this Plan by Cramdown with respect to any such non-accepting Class or Classes at the Confirmation Hearing, and the filing of this Plan shall constitute a motion for such relief.

SECTION 7. CONFIRMATION AND VOTING PROCEDURES

7.1 Confirmation Hearing.

A hearing before the Honorable Thomas M. Horan has been scheduled for August 14, 2023 at 11:00 a.m. (Eastern Time), at the Bankruptcy Court, 824 North Market Street, 5th Floor,

Courtroom No. 7, Wilmington, Delaware 19081, to consider confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing.

7.2 Procedure for Objections.

Any objection to approval of the Combined Plan and Disclosure Statement or confirmation of the Plan must be made in writing and specify in detail the name and address of the objector, all grounds for the objection, and the amount of the Claim held by the objector. Responses and objections, if any, to the Combined Plan and Disclosure Statement must: (i) be in writing, (ii) conform to the Bankruptcy Rules and Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware and (iii) be filed with the Court and served so as to be **actually received** on or before **4:00 p.m. (Eastern Time) on August 4, 2023** by (i) counsel for the Debtors: J. Robert Williamson, Scroggins & Williamson, P.C., 4401 Northside Parkway, Suite 450, Atlanta, GA 30327 and to Rachel B. Mersky, Monzack Mersky and Browder, P.A., 1201 Orange Street, Suite 400, Wilmington, DE 19801, (ii) counsel for the Committee: Greenberg Traurig, LLP, Attn: John Elrod, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, and (ii) the Office of the United States Trustee, Attn: Rosa Sierra-Fox, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801. Registered users may file and serve electronically pursuant to the Court's ECF system. Unless an objection is timely filed and served, it may not be considered by the Bankruptcy Court.

7.3 Requirements for Confirmation.

The Bankruptcy Court will confirm the Plan only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among the requirements for confirmation in these Chapter 11 Cases is that the Plan be: (i) accepted by all Impaired Classes of Claims and Equity Interests or, if rejected by an Impaired Class, that the Plan “does not discriminate unfairly” against and is “fair and equitable” with respect to such Class; and (ii) feasible. The Bankruptcy Court must also find that: (i) the Plan has classified Claims and Equity Interests in a permissible manner; (ii) the Combined Plan and Disclosure Statement complies with the technical requirements of Chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith.

7.4 Classification of Claims and Equity Interests.

Section 1122 of the Bankruptcy Code allows the Plan to place a Claim or Equity Interest in a particular Class only if such Claim or Equity Interest is substantially similar to the other Claims or Equity Interests in such Class. The Combined Plan and Disclosure Statement creates separate Classes to deal respectively with DIP Claims, Other Secured Claims, Unsecured Priority Claims, General Unsecured Claims, Subordinated Claims, and Equity Interests. The Plan Proponents believe that the Combined Plan and Disclosure Statement's classifications place substantially similar Claims or Equity Interests in the same Class and thus meet the requirements of section 1122 of the Bankruptcy Code.

7.5 Impaired Claims or Equity Interests.

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

7.6 Eligibility to Vote on the Plan.

Unless otherwise ordered by the Bankruptcy Court, only Holders of Allowed Claims in Classes 3, 4 and 5 may vote on the Plan. In order to vote on the Plan, you must hold a Claim in Class 3, 4 or 5 and have (i) timely filed a proof of claim that is not subject to an objection; (ii) have a Claim that is identified on the Schedules that is not listed as disputed, unliquidated, or contingent, or (iii) be the Holder of a Claim that has been temporarily Allowed for voting purposes only under Bankruptcy Rule 3018(a).

7.7 Solicitation Notice.

All Holders of Allowed Claims in Classes 3, 4 and 5 will receive (i) notice of the confirmation hearing on the Combined Plan and Disclosure Statement (the “**Objection Deadline and Hearing Notice**”) (ii) a form of ballot, and (iii) a copy of the Combined Plan and Disclosure Statement. All other creditors and parties in interest not entitled to vote on the Plan will only receive a copy of the Objection Deadline and Hearing Notice.

7.8 Procedure and Voting Deadline.

In order for your ballot to count, you must (1) complete, date, and properly execute the ballot and (2) properly deliver the ballot to the Balloting Agent by either (a) mail or overnight courier to the Balloting Agent at the following address:

If by First Class mail:

The Alera Companies
c/o Epiq - Ballot Processing Center
PO Box 4422
Beaverton, OR 97076-4422

If by overnight courier or hand delivery:

The Alera Companies
c/o Epiq Ballot Processing Center
10300 SW Allen Boulevard
Beaverton, OR 97005

By electronic, online submission:

Please visit <https://dm.epiq11.com/aliera>. Click on the “E-Ballot” section of the Debtors’ website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via Epiq’s E-Ballot system, you should not also return a hard copy of your Ballot.

The Balloting Agent must **RECEIVE** your ballot on or before **August 4, 2023, at 4:00 p.m. (Eastern)** (the “*Voting Deadline*”). Except as otherwise ordered by the Bankruptcy Court, you may not change your vote once a ballot is submitted to the Balloting Agent.

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

The following ballots will not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

(a) any ballot submitted received after the Voting Deadline, unless the Court grants an extension of the Voting Deadline with respect to such ballot;

(b) any ballot that is illegible or contains insufficient information to permit the identification of the claimant;

(c) any ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;

(d) any ballot cast for a Claim designated as unliquidated, contingent or disputed or as zero or unknown in amount and for which no Bankruptcy Rule 3018(a) motion has been filed by the Bankruptcy Rule 3018(a) motion deadline;

(e) any ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Plan or that indicates both acceptance and rejection of the Plan;

- (f) any unsigned ballot; or
- (g) any ballot that is submitted by fax.

7.9 Acceptance of the Plan.

As a Creditor, your acceptance of the Plan is important. In order for the Plan to be accepted by an Impaired Class of Claims, a majority in number (*i.e.*, more than half) and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept the Plan. At least one Impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Plan. The Plan Proponents urge that you vote to accept the Plan. **You are urged to complete, date, sign, and promptly return the ballot. Please be sure to complete the ballot properly, and legibly identify the exact amount of your claim and the name of the Creditor.**

SECTION 8. MEANS FOR IMPLEMENTATION OF PLAN

8.1 Funding for this Plan.

This Plan will be primarily funded by a combination of the Assets that are Cash on hand and proceeds from liquidation or other disposition of non-cash Assets, including Avoidance Actions Recoveries and General Litigation Claim Recoveries. Certain funding may also be provided from other Trust Assets.

8.2 Formation of the Trust.

On the Effective Date, (i) the Trust, on the terms of the Trust Agreement, shall be formed, (ii) the Liquidating Trustee shall execute the Trust Agreement, (iii) the Trust Agreement shall be effective, (iv) the Liquidating Trustee shall be authorized to implement the Trust, (v) the Assets shall be transferred to the Liquidation Trust. The Trust shall be established for the sole purpose of liquidating and distributing Trust Assets in accordance with Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Consistent with requirements imposed by the IRS, all parties shall treat the Trust as a liquidating trust for all federal income tax purposes. The Liquidation Trust shall not be deemed to be the same legal entity as any of the Debtors. The Trust shall terminate after its liquidation, administration and distribution of the Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreement, *provided* the Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date unless the Liquidating Trustee, for good cause, seeks an extension of the Trust.

8.3 Appointment of Liquidating Trustee; Deemed Resignation of Directors and Officers.

The Confirmation Order shall provide for the appointment of the Liquidating Trustee. The Liquidating Trustee shall be deemed the Estates' representative in accordance with Bankruptcy Code Section 1123 and shall have all powers, authority and responsibilities specified in this Plan and the Trust Agreement, including the powers of a trustee under Bankruptcy Code Sections 108, 704, and 1106, and Rule 2004 of the Bankruptcy Rules (including commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting claims, defenses, offsets, and

privileges), to the extent not inconsistent with the status of the Trust as a “liquidating trust” for federal income tax purposes within the meaning of Treasury Regulation 301.7701-4(d). As set forth more fully in this Plan, the Liquidating Trustee shall be responsible for the liquidation of the remaining Assets for the benefit of Creditors in accordance with Bankruptcy Code Section 1123(a)(5) and 1129(a)(16), administration of this Plan and the wind-down of the Debtors and their Estates post-Effective Date. On the Effective Date, each member of the Debtors’ boards of directors and their officers shall be deemed to have resigned, each board member and officer shall have no ongoing decision-making role with respect to the Debtors, and the wind-down of the Debtors shall become the general responsibility of the Liquidating Trustee.

The Liquidating Trustee’s compensation shall be a Trust Expense paid from Trust Expense Fund.

8.4 Vesting of Assets.

As of the Effective Date, and except as otherwise provided in this Plan, pursuant to the provisions of Bankruptcy Code Section 1141(b) and (c), all Assets shall vest in the Trust free and clear of all Claims, liens, encumbrances, charges, membership interests and other interests, subject to the terms and conditions of this Plan and the Confirmation Order, including the powers granted to the Liquidating Trustee. Pursuant to Bankruptcy Code Section 1123(a)(5) and subject to the terms of this Plan, the Liquidating Trustee shall sell or otherwise dispose of, and liquidate, or otherwise convert, to Cash, any non-Cash Assets.

8.5 Corporate Action.

All matters provided under this Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors, shall be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement or further action by directors or officers of the Debtors.

8.6 Continuing Existence.

From and after the Effective Date, the Debtors shall continue in existence for the purposes of (i) winding up their affairs as expeditiously as reasonably possible, (ii) liquidating, by conversion to Cash, or other methods, all remaining Assets, as expeditiously as reasonably possible, (iii) enforcing and prosecuting claims, interests, rights and privileges of the Estates, including, the prosecution of Causes of Action, (iv) resolving disputed Claims, (v) administering this Plan, and (vi) filing appropriate tax returns. For the avoidance of doubt, the Liquidating Trustee, through the Trust or directly in the Debtors’ names, may take these actions. Following the Effective Date, the Debtors shall not engage in any business activities or take any actions, except those necessary to consummate this Plan and wind up the affairs of the Debtors.

8.7 Substantive Consolidation of Debtors for Plan Purposes.

This Plan shall constitute a motion, pursuant to Bankruptcy Code Section 105(a), to substantively consolidate the Debtors for Plan purposes. Subject to the occurrence of the Effective Date and effective on the Effective Date, the Debtors shall be substantively consolidated for all of those purposes and actions associated with confirmation and consummation of this Plan. On and

after the Effective Date, (a) all assets and liabilities of each of the Debtors shall be treated as though they were merged into a single Consolidated Estate solely for purposes of this Plan, (b) for all purposes associated with this Plan, the Estates of each of the Debtors shall be deemed to be one Consolidated Estate, and (c) each and every Claim filed, to be filed in the Chapter 11 Cases or otherwise asserted against any of the Debtors shall be deemed filed against the Consolidated Estate. In accordance with the foregoing, all Intercompany Claims shall be extinguished and shall not be entitled to any distributions under this Plan. Further, (a) all guarantees by any Debtor of obligations of any other Debtor shall be deemed eliminated and extinguished, and (b) any Claims seeking recovery of the same debts asserted in the Chapter 11 Cases against multiple Debtors shall be treated as duplicative Claims, and only a single Claim against the merged Estates shall be deemed to survive for purposes of this Plan, and in each case any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint liability of any of the Debtors shall be deemed to be one obligation of the Debtors. For the avoidance of doubt, the relief specified in this **Section 8.7** shall not prejudice or impair any claims or Causes of Action any Debtor or Estate may have against third parties, including Avoidance Actions and General Litigation Claims.

8.8 Distributions to Classes 3 and 4 Pursuant to Unsecured Creditor Settlement.

Confirmation of the Plan and occurrence of the Effective Date shall constitute the approval of the Unsecured Creditor Settlement between the Debtors, the Committee, the Sharity Trustee, and the Unity Class Representatives, the terms of which are contained in this Plan, including those set forth below.

(a) Disallowance of Aiera Claims; Allowance of Sharity Trust Claim. (i) Confirmation of the Plan and occurrence of the Effective Date shall constitute a settlement of Adversary Proceeding No. 21-51291-JTD (the “**Sharity Adversary Proceeding**”), pending in the Sharity Case, pursuant to which all claims asserted by The Aiera Companies against the Sharity Trust in the Sharity Case shall be disallowed; the Sharity Trust shall have an Allowed Unsecured Claim in Class 4 against the substantively consolidated Debtors in the amount of \$362,764,161.00, and all other Claims asserted by the Sharity Trust in the Chapter 11 Cases shall be deemed to be disallowed. (ii) Notwithstanding anything to the contrary in the parties’ stipulation (D.I. 293) permitting the filing of The Sharity Ministries’ Class Proofs of Claims (Nos.10163-80), the parties shall enter into a further stipulation permitting the Sharity Liquidating Trustee to cast a ballot to accept or reject the Plan, as the same may hereafter be amended from time to time, on behalf of all Sharity Ministries members other than those who may timely object to or vote to reject the Plan.

(b) Allowance of Unity Member Claim. At or before the Confirmation Hearing the Debtors and the Unity Class Representatives will seek approval of a settlement which grants the Unity Class Certification Motion by entry of a Final Order (which may be by separate order of the Bankruptcy Court or by incorporation into the Confirmation Order) and: (i) certifies the Unity Class POC under Bankruptcy Rule 7023 as a single Unity Member Class Claim against the substantively consolidated Debtors pursuant to Fed. R. Civ. P. 23(b)(1), and disallows all other Claims against the Debtors by any Unity Members; (ii) Allows the Unity Member Class Claim as an Unsecured Claim in Class 4 in the amount of \$297,903,437.00; and (iii) appoints the identified Unity Class Representatives and Unity Class Counsel as identified in the Unity Class Representatives’ Motion for Class Certification (D.I. 344); (iv) authorizes the Unity Class

Representatives to cast a single ballot to accept or reject the Plan, as the same may hereafter be amended from time to time, on behalf of all Unity Class members. On or before the Confirmation Hearing, the Unity Class shall propose and the Court shall appoint a Unity Class Settlement Administrator, and the Court shall approve any compensation arrangement proposed, which person shall be responsible for making payments to Unity Members on a *pro rata* basis, after payment of its reasonable administrative fees and expenses, of any amounts distributed by the Liquidating Trustee under Class 4 with respect to the Unity Member Class Claim.

(c) Distributions to Classes 3 and 4. After (i) payment in full (or establishing appropriate reserves for payment in full) of all Allowed Administrative Claims, Priority Tax Claims, Class 1 Other Secured Claims, and Class 2 Unsecured Priority Claims, and (ii) establishment of the Trust Expense Fund to satisfy Trust Expenses, remaining Cash following liquidation of Trust Assets (“*Available Cash*”) shall be Distributed to Holders of Allowed Claims in Classes 3 and 4 as follows, until such time as they are paid in full:

(1) First, the first \$2,500,000 of Available Cash shall be Distributed by the Liquidating Trustee to Holders of Allowed Class 3 Claims on a *pro rata* basis.

(2) Second, the next \$6,000,000 of Available Cash shall be Distributed to Holders of Allowed Class 4 Claims on a *pro rata* basis. Distributions on account of the Sharity Trust Claim shall be paid to the Sharity Trustee for further distribution in accordance with the Sharity Plan. Distributions on account of the Unity Member Claims shall be distributed to the Unity Class Settlement Administrator for further distribution to the Unity Members. Holders of Class 4 Claims who were members of both Unity and Sharity may be permitted to recover their *pro rata* share from both, so long as their claims in both do not overlap, and there is no double recovery.

(3) Third, remaining Available Cash shall be distributed 60% to Class 4 and 40% to Class 3; provided, however, that once Holders of Allowed Class 3 Claims have received 75% of the amount of their Allowed Claims, then all Available Cash will be paid to Class 4 until the Holders of Allowed Claims in Class 4 have received an amount equal to 75% of their Allowed Claims. Once Holders of Allowed Claims in Classes 3 and 4 have each received an amount equal to 75% of the Allowed Claims in each Class, then any additional Available Cash shall be distributed 60% to Class 4 and 40% to Class 3 until either Class reaches 100%, then any additional funds will be paid to the other Class until both Classes have received an amount equal to 100% of Allowed Claims.

8.9 Causes of Action.

Except as otherwise set forth in this Plan, all Causes of Action of the Debtors including Avoidance Actions and General Litigation Claims, shall survive confirmation of this Plan and the commencement and prosecution of such Causes of Action by the Liquidating Trustee or otherwise shall not be barred or limited by *res judicata* or any estoppel, whether judicial, equitable or otherwise. **No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors, the Committee, or the Liquidating Trustee will not pursue any and all available Causes of Action. All Causes of Action against current and former Insiders are**

reserved. The Debtors, the Committee, and the Liquidating Trustee expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches shall apply to any Cause of Action upon, after, or as a consequence of the confirmation of the Plan or the occurrence of the Effective Date. A non-exclusive list Persons who may be the subject of Causes of Action is contained in the Plan Supplement.

Except as otherwise set forth in the Plan, the Liquidating Trustee shall have the sole and exclusive authority and standing to commence and prosecute Causes of Action of the Debtors and Estates for the benefit of Creditors and/or holders of Trust Beneficial Interests. The Liquidating Trustee with the Sharity Trustee shall jointly prosecute actions against the various third parties against whom both the Trust and the Sharity Trust have claims (collectively, “**Joint Claims**”), a non-inclusive list of which will be provided to the Alera Liquidating Trustee upon its establishment. All funds obtained as a result of any Joint Claims prosecuted by the Trust and the Sharity Trust shall be deposited into the Trust and distributed in accordance with this Plan. Neither the Sharity Trustee nor the Liquidating Trustee will independently prosecute any Joint Claims without the written consent of the other. All funds from the prosecution of Joint Claims shall be deposited into the Trust for distribution in accordance with this Plan. Nothing in this Plan shall be deemed a “voluntary assignment” of any Cause of Action by the Debtors.

8.10 Privileges as to Certain Causes of Action.

Privileges of the Debtors relating to any existing Avoidance Actions, General Litigation Claims, or other Causes of Action pursued, investigated, or considered by or on behalf of the Debtors or the Committee prior to the Confirmation Date (not otherwise resolved) shall be transferred, assigned, and delivered to the Trust, without waiver or release, and shall vest with the Trust. The Liquidating Trustee shall hold and be the beneficiary of all such Privileges and entitled to assert such Privileges. No such Privilege shall be waived by disclosures to the Liquidating Trustee of the Debtors’ documents, information, or communications subject to attorney-client privileges, work product protections, or other immunities (including those related to common interest or joint defense with third parties), or protections from disclosure held by the Debtors. The Liquidating Trustee shall reserve the right to request other materials that may be subject to Privilege for appropriate reasons, but representatives of the Debtors and the Debtors’ professionals shall maintain the ability to oppose any such request on any grounds or to seek compensation in connection with such production, with any disputes to be decided by the Bankruptcy Court. The Debtors’ Privileges, whether transferred to the Trust or retained by the Debtors, will remain subject to the rights of third parties under applicable law, including any rights arising from the common interest doctrine, the joint defense doctrine, joint attorney-client representation, or any agreement.

8.11 Agreements, Instruments, and Documents.

All organizational agreements, charter documents, instruments, and documents required under this Plan to be executed or implemented, together with such others as may be necessary, useful or appropriate in order to effectuate this Plan shall be executed on or before the Effective Date or as soon thereafter as is practicable. Such documentation shall include any charter document revisions needed to comply with Bankruptcy Code Section 1129(a)(6).

8.12 Closing of the Debtors' Chapter 11 Cases.

At any time after the Effective Date of the Plan, the Liquidating Trustee may request that the Court enter a final decree and otherwise close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules. When all disputed Claims filed against the Debtors have become Allowed Claims or have been disallowed, and all Assets have been liquidated and converted into Cash (or abandoned), and such Cash has been distributed in accordance with this Plan, or at such earlier time as the Liquidating Trustee deems appropriate, the Liquidating Trustee shall request that the Court enter a final decree and otherwise close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules. If, after all Causes of Action have been resolved and Liquidating Trust Assets liquidated or otherwise administered and the proceeds thereof distributed in accordance with the Plan, including by Distributions, the Liquidating Trustee determines that the expense of administering the Plan is likely to exceed the remaining amount of Trust Assets Proceeds, the Liquidating Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to close the Chapter 11 Cases; (ii) donate any balance to a charitable organization selected by the Liquidating Trustee and which is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code for such activities as are consistent with the doctrine of *cy pres*; and (iii) close the Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. These provisions shall apply without regard to any applicable non-bankruptcy laws with respect to unclaimed property. Any Creditor, the Liquidating Trustee or the Debtors may petition to reopen the Cases at any time within the seven (7) year period immediately following the Effective Date of the Plan for the purpose of having the Bankruptcy Court interpret any provision of the Plan or enforce the rights of any party under the Plan or under the Bankruptcy Code.

8.13 Corporate Dissolution.

Upon the distribution of all Assets pursuant to this Plan and the filing by the Liquidating Trustee of a certification to that effect with the Court (which may be included in the application for the entry of the final decree), the Debtors shall be deemed dissolved for all purposes, without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith, *provided, however*, that the Liquidating Trustee may take appropriate action to dissolve the Debtors under applicable law. From and after the Effective Date, the Debtors shall not be required to file any document, or take any action, to withdraw their business operations from any states where the Debtors previously conducted business.

8.14 Effective Date Events.

On the Effective Date, the following actions shall take place: (a) all payments to be made on the Effective Date and all other actions to be taken on or before the Effective Date pursuant to this Plan by the Debtors shall be made or taken or duly provided for; (b) any documents, including orders or agreements, necessary to implement this Plan as of the Effective Date must be executed; and (c) all other events and actions specified in this Plan to occur on the Effective Date shall be deemed to have accrued. Within seven (7) days of the occurrence of the Effective Date, the Liquidating Trustee shall file a notice of occurrence of the Effective Date with the Bankruptcy Court.

SECTION 9. PROVISIONS REGARDING LIQUIDATING TRUSTEE

9.1 General Powers and Duties of the Liquidating Trustee.

The Liquidating Trustee will act for the Creditors in a fiduciary capacity as applicable to a board of directors and shall be responsible for the liquidation of the remaining Assets, administration of this Plan and wind-down of the Debtors and their Estates post-Effective Date, subject to the provisions of this Plan. Except to the extent conditioned by the Trust Agreement and elsewhere in this Plan, the powers and duties of the Liquidating Trustee shall include:

- (a) to invest Cash in accordance with Bankruptcy Code Section 345, and withdraw and make distributions of Cash to Holders of Allowed Claims;
- (b) to receive, manage, invest, supervise, protect, liquidate, or otherwise dispose of the Assets;
- (c) to propose a wind-down budget, and update the same from time to time;
- (d) to engage attorneys, consultants, agents, employees and all professional persons to assist the Liquidating Trustee with respect to the Liquidating Trustee's responsibilities without the need for Court approval;
- (e) to establish the Trust Expense Fund, and pay all Trust Expenses therefrom, including all expenses in connection with administering this 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.
- (f) to execute and deliver all documents, and take all actions, necessary to consummate this Plan and wind-down the Debtors' business, including, to effectuate the dissolution of the Debtors;
- (g) to coordinate the storage and maintenance of the Debtors' books and records;
- (h) to oversee compliance with the Debtors' accounting, finance, and reporting obligations;
- (i) to oversee the filing of final tax returns, audits and other corporate dissolution documents if required;
- (j) to object to Claims, compromise and settle Claims without Court approval;
- (k) to initiate, continue and prosecute all Causes of Action, and to act on behalf of the Debtors and the Estates in all litigation, adversary proceedings and contested matters (including any Causes of Action), then pending or that can be commenced in the Court and in all actions and proceedings pending or commenced elsewhere, and to settle, retain, enforce, dispute or adjust any actions involving the Assets or Trust Assets that could arise or be asserted at any

time under the Bankruptcy Code or otherwise, unless otherwise waived or relinquished in this Plan;

(l) to implement and enforce all provisions of this Plan; and

(m) to use such other powers as may be vested in or assumed by the Liquidating Trustee pursuant to this Plan or Court order or as may be necessary and proper to carry out the provisions of this Plan.

9.2 Compensation of Liquidating Trustee and its Professionals.

The Liquidating Trustee and Persons employed by the Liquidating Trustee shall be compensated and reimbursed for their reasonable and necessary fees and out-of-pocket expenses on a regular basis from the Trust Expense Fund without the need for filing retention applications or fee applications.

9.3 No Agency Relationship.

The Liquidating Trustee shall not be deemed to be the agent of any of the Holders of Claims in connection with the funds held or distributed pursuant to this Plan. The Liquidating Trustee shall not be liable for any mistake of fact or law or error in judgment or any act or omission of any kind unless it constitutes gross negligence or willful misconduct or breach of fiduciary duty on the part of the Liquidating Trustee. The Liquidating Trustee shall be indemnified and held harmless, including the cost of defending such claims and attorneys' fees in seeking indemnification, by the Estates and the Trust against any and all claims arising out of his duties under this Plan, except to the extent his actions constituted gross negligence, willful misconduct, or breach of fiduciary duty. The Liquidating Trustee may conclusively rely, and shall be fully protected personally in acting upon, any statement, instrument, opinion, report, notice, request, consent, order, or other instrument or document which he believes to be genuine and to have been signed or presented by the proper party or parties. The Liquidating Trustee may rely upon information previously generated by the Debtors and provided to him by former employees of the Debtors.

9.4 Reporting.

Until a final decree closing the Chapter 11 Cases is entered, the Liquidating Trustee shall comply with any reporting requirements established pursuant to the guidelines of the U.S. Trustee or applicable law.

9.5 Resignation, Death or Removal of Liquidating Trustee.

The Liquidating Trustee may resign at any time upon not less than thirty (30) days' written notice filed with the Bankruptcy Court. In the event of the resignation, removal, death or incapacity of the Liquidating Trustee or any other vacancy in the position of Liquidating Trustee, the Trust Committee shall select a successor. No successor Liquidating Trustee hereunder shall in any event have any liability or responsibility for the acts or omissions of his or her predecessors.

SECTION 10. EXECUTORY CONTRACTS

10.1 Rejection of Contracts and Unexpired Leases.

Except as otherwise set forth in this Plan, each executory contract and unexpired lease of the Debtors that has not previously been assumed or rejected shall be rejected as of the Effective Date. Except as otherwise set forth in this Plan, any Claim for damages arising from rejection of any executory contract or unexpired lease under this Plan must be filed with the Court within the earlier of thirty (30) days after the Effective Date or such other deadline established by the Court. Any Claim arising from the rejection of an executory contract or unexpired lease not filed within such time, or such other time as may be required by this Plan, will be forever barred from receiving any distribution under this Plan or asserting any Claims against the Debtors, the Estates, the Trust, or the Liquidating Trustee.

10.2 Insurance Contracts.

To the extent any insurance policies issued to any Debtor, or insurance agreements to which any Debtor is a party entered into prior to the Petition Date, constitute executory contracts, then notwithstanding anything contained in this Plan, this Plan will constitute a motion to assume such insurance policies and agreements, and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order will constitute approval of such assumption, pursuant to § 365(a) of the Bankruptcy Code. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtors existing as of the Effective Date with respect to each such insurance policy or agreement.

10.3 Compensation and Benefit Programs.

To the extent not previously terminated, all employment and severance agreements and policies and all employee compensation and benefit plans, policies, and programs of the Debtors applicable generally to its employees and officers in effect on the Effective Date shall be deemed rejected and terminated as of the Effective Date.

10.4 Reservation of Rights as to Executory Contracts.

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an executory contract or unexpired lease or that the Debtors have liability thereunder. If there is a dispute whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Liquidating Trustee shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

SECTION 11. DISTRIBUTION PROVISIONS

11.1 No Distributions on Account of Claims That Have Not Become Allowed Claims.

Notwithstanding any other provision of this Plan, no payment or distribution shall be made with respect to any Claim that has not become an Allowed Claim.

11.2 Reserves for Claims That Have Not Been Allowed.

Distributions on account of Claims that have not become Allowed Claims shall be governed by the following provisions:

(a) The Liquidating Trustee shall not be required to withhold funds or consideration, designate reserves, or make other provisions for the payment of any Claims that have been waived, withdrawn, or disallowed by a Final Order of the Court.

(b) With respect to Claims that have not become Allowed Claims and that are not governed by subparagraph (a) above or Section 10.1 of this Plan, the Liquidating Trustee shall reserve sufficient funds to allow for a Distribution in accordance with the terms of this Plan, on account of the Distribution attributable to such Holders' Claims or as otherwise provided pursuant to any order of the Court with respect to the amount, if any, to be reserved. At the request of the Liquidating Trustee or any Holder of a Claim, the Court may, after notice and a hearing, fix the amount of any Claim for purposes of establishing reserves. In the absence of an Order establishing a specific reserve amount, the Liquidating Trustee, may in his sole discretion comply with this Section 11.2 by reserving \$100 for each Claim not stating an amount. Further, with respect to Claims covered by insurance, the Liquidating Trustee may establish reserves based solely on any deductible, self-insured retention amount, or that part of a Claim not otherwise covered by insurance. Cash withheld pursuant to this subparagraph will be held in a segregated, interest-bearing fund or funds. Such Cash will be released when and if Claims are Allowed and Disallowed and shall be applied in accordance with this Plan.

11.3 Distribution of Plan Consideration.

The Trust shall make distributions to Holders of Trust Beneficial Interests in accordance with this Plan. Holders of Trust Beneficial Interests acting in a representative capacity, such as the Sharity Liquidating Trustee and the Unity Class Settlement Administrator, shall be responsible for making distributions to the persons they represent and the Trust shall have no responsibility with respect thereto.

11.4 Unclaimed Cash.

If any Person entitled to Cash under this Plan cannot be located on the date a distribution is to be made, such Cash will be set aside and held in a segregated fund to be maintained by the Liquidating Trustee. If such Person is located within ninety (90) days of the date of distribution, such Cash will be paid to such Person. If such Person cannot be located within ninety (90) days of the date of distribution, any such Cash and accrued interest thereon shall be released to the Liquidating Trustee and distributed in accordance with this Plan, and such Person shall not be entitled to any amounts in connection with such distribution or any subsequent distribution, and the Claims of such person to which such Cash relates shall be discharged and forever barred from assertion against the Debtors, the Estates, the Assets, the Trust, or the Liquidating Trustee. Nothing contained in this Plan shall require the Liquidating Trustee to attempt to locate such Person. It is the obligation of each Person claiming rights under this Plan to keep the Liquidating Trustee advised of their current address by sending written notice of any changes to counsel for the Debtors and the Liquidating Trustee. Creditors' duties of (i) notifying counsel for the Debtors

and the Liquidating Trustee of any change of address, and (ii) negotiating any check received by the deadline set forth above, shall be conditions of participating in any distributions under the Plan.

11.5 Unnegotiated Distribution Checks.

Checks or drafts issued pursuant to this Plan to Persons holding Allowed Claims and not presented for payment within ninety (90) days following mailing thereof to the last known address of such Person shall be deemed nonnegotiable thereafter. Any Claim in respect of such distribution shall be discharged and forever barred from assertion against the Debtors, the Estates, the Assets, the Trust, or the Liquidating Trustee. Any distribution which is deemed nonnegotiable shall revert with the Trust and be available for distribution consistent with this Plan.

11.6 Fractional Dollars.

Any other provision of this Plan notwithstanding, no payments of fractional dollars will be made to any Holder of an Allowed Claim. Whenever any payment of a fraction of a dollar to any Holder of an Allowed Claim would otherwise be called for, the Liquidating Trustee may, in his discretion, round such fraction up or down and make payments accordingly.

11.7 Distribution Dates.

In addition to any distribution times established under this Plan, the Liquidating 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.

11.8 Bankruptcy Code Sections 509 and 510.

Distributions under this Plan will be governed by the provisions of Bankruptcy Code Sections 509 or 510 where applicable.

11.9 Distributions to be Applied First to Administrative and Priority Claims.

To the extent any Holder of an Allowed Claim receives any distribution(s) under this Plan on account of Claims, said distribution(s) shall be applied by the recipient first to satisfy any Allowed Administrative Claims, Allowed Priority Tax Claims, or Allowed Unsecured Priority Claims and, only after all such Claims are fully satisfied, to any Allowed Claims not entitled to such priority.

11.10 Estimation of Claims.

The Liquidating Trustee may, at any time, request that the Bankruptcy Court (or District Court, as applicable) estimate any Claim not expressly Allowed by the terms of this Plan and otherwise subject to estimation under Bankruptcy Code Section 502(c) and for which the Debtors may be liable under this Plan, including any Claim for taxes, to the extent permitted by Bankruptcy Code Section 502(c). In the event that the Bankruptcy Court (or District Court, as applicable)

estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court (or District Court, as applicable). If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated by the Bankruptcy Court (or District Court, as applicable) and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court (or District Court, as applicable).

11.11 Chapter 5 Provisions.

No distribution or payment shall be made to any Holder of an Allowed Claim who is also a potential defendant in an Avoidance Action until a decision is made by the Liquidating Trustee not to commence the potential Avoidance Action, or, in the event the potential Avoidance Action is commenced by the Liquidating Trustee, until resolution of such Avoidance Action. Notwithstanding this **Section 11.11**, the making of a distribution to such potential defendant or the lack of any objection filed to such Allowed Claim on the basis of such potential Avoidance Action, shall not constitute a waiver of any rights of the Debtors or the Liquidating Trustee, as the case may be. For purposes of this Plan, such distribution or payment on account of such Allowed Claim shall be held in reserve as if it were a disputed Claim.

11.12 Third-Party Agreements.

Except as set forth herein, all subordination and intercreditor agreements entered into by any parties in interest shall be enforceable to the extent permitted by applicable law.

11.13 Objections to Claims.

Objections to Claims shall be filed by the Liquidating Trustee with the Bankruptcy Court within one hundred eighty (180) days after the Effective Date of this Plan, *provided, however*, the Liquidating Trustee may not object to any Claim once it becomes an Allowed Claim. The time period for filing objections to Claims shall automatically renew for successive periods of one hundred eighty (180) days each until the earlier of (i) the date upon which all Claims have been Allowed or disallowed or (ii) the date fixed by the Court upon motion of the Liquidating Trustee or a Holder of a Claim. Nothing contained herein shall limit the right of the Liquidating Trustee to object to Claims, if any, filed or amended after the Effective Date.

11.14 Settlement of Causes of Action and Disputed Claims.

Subject to the terms of the Trust Agreement, pursuant to Bankruptcy Rule 9019(b), the Liquidating Trustee may settle any Cause of Action or disputed Claim without notice or Court approval. For the avoidance of doubt, the Liquidating Trustee shall have the authority to compromise or settle any objections to Claims without approval of the Court. Notwithstanding the foregoing, the Liquidating Trustee may in his sole discretion seek entry of an order of the Bankruptcy Court approving any proposed settlement.

11.15 Setoffs.

The Liquidating Trustee may, pursuant to and in accordance with Bankruptcy Code Section 553 or applicable nonbankruptcy law, except as otherwise set forth in this Plan, set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Claim, the claims, rights and Causes of Action of any nature that the Debtors may hold against the Holder of such Allowed Claim, *provided* the Liquidating Trustee gives the Holder of such Allowed Claim notice of the proposed setoff or recoupment and the Holder of such Allowed Claim does not object to the proposed setoff or recoupment within thirty (30) days; *provided further*, if the Holder of such Allowed Claim timely objects to the proposed setoff or recoupment, the setoff or recoupment may not be effectuated without prior approval of the Court; *provided further*, neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or Liquidating Trustee of any such claims, rights and Causes of Action that the Debtors may possess against such Holder.

11.16 Distribution Cap.

Except to the extent consistent with the treatment set forth in this Plan, no Holder of an Allowed Claim shall receive in respect of that Claim any distribution in excess of the Allowed amount of that Claim.

11.17 De Minimis Distributions.

Notwithstanding anything to the contrary contained in this Plan, if the amount of Cash to be distributed to the Holder of an Allowed Claim is less than \$20, the Liquidating Trustee may hold the Cash distributions to be made to such Holder until the aggregate amount of Cash to be distributed to such Holder is in an amount equal to or greater than \$20. Notwithstanding the preceding sentence, if the amount of Cash distribution to such Holder never aggregates to more than \$20, then on the final distribution date, the Liquidating Trustee shall distribute such Cash to the Holder entitled thereto.

11.18 Withholding Taxes.

In connection with this Plan, to the extent applicable, the Liquidating Trustee shall comply with all withholding and reporting requirements imposed on it by federal, state, and local taxing authorities, and all distributions shall be subject to such requirements. All Claims held by any Holder of a Claim that fails to provide information reasonably requested by the Liquidating Trustee in connection with such matters shall be discharged and forever barred from assertion against the Debtors, the Assets, the Trust, or the Liquidating Trustee.

11.19 Distribution Record Date.

Except as otherwise provided in a Final Order of the Court or as otherwise stipulated by the Debtors or Liquidating Trustee, as applicable, the transferees of Claims transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the Holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Debtors and Liquidating Trustee shall have no obligation to recognize any transfer of any Claim

occurring after the Distribution Record Date. In making any distribution with respect to any Claim, the Liquidating Trustee shall be entitled instead to recognize and deal with, for all purposes, only the Person listed on the proof of claim Filed with respect thereto or on the Schedules as the Holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that are known to the Liquidating Trustee, as of the Distribution Record Date.

SECTION 12. CONDITIONS PRECEDENT

12.1 Conditions to Confirmation.

Confirmation of this Plan shall not occur and the Court shall not enter the Confirmation Order unless (i) all of the requirements of the Bankruptcy Code for confirmation of this Plan shall have been satisfied; and (ii) the Plan Documents shall be in form and substance satisfactory to the Debtors. Without limitation, the Confirmation Order shall empower and authorize the Debtors to take or cause to be taken, prior to the Effective Date, all actions which are necessary to enable them to implement the provisions of this Plan and to satisfy all other conditions precedent to the effectiveness of this Plan.

12.2 Conditions to Effective Date.

The Effective Date shall not occur unless: (a) the Court shall have entered the Confirmation Order as a Final Order, in form and substance reasonably satisfactory to the Plan Proponents; (b) the Plan Documents shall be in form and substance satisfactory to the Plan Proponents; and (c) no appeal or request for revocation of the Confirmation Order under Bankruptcy Code Section 1144 shall have been made and still be pending.

12.3 Nonfulfillment of Conditions.

In the event that the Debtors determine that the conditions to Confirmation or to the Effective Date set forth in the immediately foregoing paragraphs of this Plan cannot be satisfied and should not, in their sole discretion, be waived, or if the Effective Date does not occur on or before March 30, 2023 (unless this date is extended by the Plan Proponents), this Plan shall be null and void and shall have no force nor effect, and this Plan shall be deemed withdrawn.

12.4 Waiver of Conditions to Confirmation and Effective Date.

Each of the conditions to the Effective Date may be waived, in whole or in part, by the Plan Proponents, without notice or an order of the Bankruptcy Court, provided however that the Plan Proponents shall provide notice of any such waiver to the United States Trustee.

SECTION 13. EFFECTS OF PLAN CONFIRMATION

13.1 Satisfaction of Claims.

Holders of Claims shall receive the Distributions provided for in this Plan and other treatment set forth herein, if any, in full settlement and satisfaction of the Debtors' obligations thereunder.

13.2 Interest on Claims, Fees, Costs, Charges.

Except as specifically provided for in this Plan or Bankruptcy Code Section 506(b), interest and postpetition fees, costs and charges shall not accrue on Claims and no Holder of a Claim shall be entitled to interest, fees, costs, or charges accruing on or after the Petition Date on any Claim.

13.3 Exculpation.

Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Exculpated Claim, obligation, cause of action, or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.

13.4 Injunction.

Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trust; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the Holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties. Nothing in the Plan or this Confirmation Order shall preclude any Governmental Entity from using its own judicial or regulatory processes to initiate, pursue, or resolve any police or regulatory matters involving the Debtor and to settle such matters or enter judgment thereon, but with the understanding that collection of any amounts found to be owing from the Debtor shall be made in accordance with the payment terms of the Plan to holders of Class 5 Claims.

13.5 Post-Effective Date Effect of Evidences of Claims.

Notes, certificates, and other evidences of liens or Claims against the Debtors shall, effective upon the Effective Date, represent only the right to participate in the distributions or rights, if any, contemplated by this Plan.

13.6 Surrender of Instruments and Release of Liens.

Except as otherwise provided in this Plan, each Holder of an instrument evidencing a Claim against the Debtors or any of the property of the Debtors shall, if requested by the Liquidating Trustee, surrender such instrument to the Liquidating Trustee. The Liquidating Trustee may withhold Distributions under this Plan to or on behalf of any Holder of such Claim unless and until such instrument is received or the non-availability of such instrument is established to the satisfaction of the Liquidating Trustee. Each Person who is to receive distributions under this Plan in complete satisfaction of a Secured Claim shall if requested by the Liquidating Trustee, execute and deliver a release of its liens and security interests to the Liquidating Trustee. The Court may enter an order requiring the execution and delivery of a release at the cost of such Person by the Liquidating Trustee and providing that such act when so done shall have like effect as if done by such Person or any other appropriate order.

13.7 Term of Stays.

Except as otherwise provided in this Plan the stay provided for in the Debtors' Chapter 11 Cases pursuant to Bankruptcy Code Section 362, shall remain in full force and effect until the Chapter 11 Cases are closed.

13.8 No Discharge.

Pursuant to Bankruptcy Code Section 1141(d)(3), the Confirmation Order will not discharge the Debtors of any debts.

13.9 Retention of Jurisdiction.

Notwithstanding entry of the Confirmation Order or the Effective Date having occurred, the Court will retain jurisdiction to the fullest extent permitted by law, including jurisdiction to enter any orders or to take any action specified in this Plan, and including:

- (a) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter concerning the Debtors, the Estates, the Trust, the Assets, or the Trust Assets pending on or commenced after the Confirmation Date;
- (b) To hear and determine applications for the assumption or rejection of executory contracts or unexpired leases;
- (c) To enter orders with respect to distributions under this Plan;
- (d) To consider Claims, including Administrative Claims, Priority Tax Claims, Other Secured Claims, Priority Unsecured Claims, General Unsecured Claims, and Subordinated Claims or the allowance, classification, priority, compromise, estimation, or payment thereof;
- (e) To enter, implement, or enforce such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) To issue injunctions, enter other Orders, and take such other actions necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order or any other Order of this Court;

(g) To hear and determine any application to modify this Plan, to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any Order of the Bankruptcy Court, including the Confirmation Order, in such a manner necessary to carry out the purposes and effects thereof;

(h) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order or any transactions or payments contemplated hereby or thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(i) To take any action and issue such Orders as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release or injunction provisions set forth herein or in this Plan, or to maintain the integrity of this Plan following consummation;

(j) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(k) To hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code Sections 346, 505, and 1146;

(l) To construe and enforce prior orders of the Court in the Chapter 11 Cases;

(m) To recover all Assets and property of the Estates, wherever located; and

(n) To enter a final decree closing the Chapter 11 Cases.

13.10 Failure of the Court to Exercise Jurisdiction.

If the Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Cases, this Plan shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 Exemption from Transfer Taxes.

Pursuant to Bankruptcy Code Section 1146(a), the creation or amendment of any mortgage, deed of trust or other security interest, the making or assignment of any lease or the making or delivery of any deed or other instrument of transfer, under, in furtherance of or in connection with this Plan, and any sale of the Assets, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

14.2 Modification of Plan.

The Plan Proponents may modify this Plan prior to the entry of the Confirmation Order; *provided, however* that this Plan, as modified, and the Disclosure Statement pertaining thereto meet applicable Bankruptcy Code requirements of Bankruptcy Code Section 1125. After the entry of the Confirmation Order, the Plan Proponents or the Liquidating Trustee may modify this Plan to remedy any defect or omission or to reconcile any inconsistencies in this Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of this Plan, *provided*: (i) the Plan Proponents or Liquidating Trustee, as applicable, obtain approval of the Bankruptcy Court for such modification, after notice and a hearing; and (ii) such modification shall not materially and adversely affect the interests, rights, treatment, or distributions of any Class under this Plan.

14.3 Revocation of this Plan.

The Plan Proponents reserve the right to revoke or withdraw this Plan, prior to the Confirmation Date, for any reason they may deem appropriate. If this Plan is revoked or withdrawn, then this Plan shall be null and void in all respects and nothing contained in this Plan shall constitute a waiver or release of any claims by or against, the Plan Proponents, or prejudice in any manner the rights of the Plan Proponents.

14.4 Preservation and Application of Insurance.

The terms of this Plan shall not diminish or impair in any manner the enforceability and coverage of any insurance policies (and any agreements, documents, or instruments relating thereto) that may cover Claims or any claims against directors, trustees or officers of the Debtors, or any other Person, other than as expressly as set forth herein. All of the Debtors' insurance policies, or third party policies naming the Debtors as an additional insured, and the proceeds thereof shall be available to satisfy Claims to the extent such insurance policies cover such Claims provided, however, that the Liquidating Trustee shall be the sole person entitled to recover from any insurance policies or proceeds thereof. In addition, such insurance policies and proceeds thereof shall be available to satisfy Claims estimated pursuant to Bankruptcy Code Section 502(c) or in accordance with this Plan. For the avoidance of doubt, Confirmation of the Plan and the occurrence of the Effective Date shall not affect, reduce, discharge or diminish coverage, or provide a defense to any insurer, or trigger any exclusion under any policy, including, without limitation, any insured vs. insured exclusion. Any insurance policies and proceeds thereof shall be, and remain, subject to the automatic stay contained in 11 U.S.C. § 362 following the Confirmation Date and the Effective Date.

14.5 Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Plan Proponents will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to Bankruptcy Code Section 1125(e) will have no liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan.

14.6 Successors and Assigns, Binding Effect.

The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person, including with respect to the Debtors, any chapter 7 or chapter 11 trustee. The provisions of this Plan shall bind all Holders of Claims, whether or not they have accepted this Plan.

14.7 Computation of Time.

In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

14.8 Notices.

All notices or requests in connection with this Plan shall be in writing and given by mail or overnight mail addressed to counsel to the Plan Proponents as set forth on the front page of this Plan and to the Liquidating Trustee as set forth in the Plan Supplement. All notices and requests to Holders of Claims shall be sent to them at their last known address or to the last known address of their attorney of record in these Chapter 11 Cases, if any. Any Person may designate in writing any other address for purposes of this **Section 14.8**, which designation will be effective upon receipt by the Plan Proponents and the Liquidating Trustee.

14.9 Severability.

If, prior to confirmation, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power, on joint request of the Plan Proponents, to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation.

14.10 Designated Notice.

Notwithstanding any other provision of this Plan, when notice and a hearing is required with regard to any action to be taken by the Debtors or the Liquidating Trustee, Designated Notice shall be sufficient. With respect to any proposed action to be taken as authorized under this Plan which may only be taken following Designated Notice, the following procedures shall apply. After Designated Notice of the proposed action has been provided as required under the Plan, if any party in interest files with the Court within ten (10) days of the service of such Designated Notice a written objection to the proposed action, and serves a copy of said objection upon the Debtors and the Liquidating Trustee and their counsel, then the Court shall schedule a hearing with respect to such objection and, unless the objection is withdrawn by agreement of the parties, the proposed action may only be taken if approved by Final Order of the Court. If no objection is timely filed and served, the proposed action may be taken without further authorization or approval by the Court.

14.11 Validity and Enforceability.

The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms. Should any provision in this Plan be determined by the Court or any appellate court to be unenforceable following the Effective Date, such determination shall in no way limit the enforceability and operative effect of any and all other provisions of this Plan.

14.12 Plan Supplement.

Any exhibits, schedules or other Plan Documents not filed with this Plan may be contained in the Plan Supplement as necessary to implement the terms of this Plan.

14.13 Controlling Documents.

In the event and to the extent that any provision of this Combined Plan and Disclosure Statement is inconsistent with the Confirmation Order, the Confirmation Order shall control.

14.14 Reservation of Rights.

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the occurrence of the Effective Date.

14.15 Substantial Consummation.

Upon the Effective Date, this Plan will be deemed substantially consummated for purposes of Bankruptcy Code Sections 1101 and 1127(b).

14.16 Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated in this Plan, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws, shall govern the rights, obligations, construction, and implementation of this Plan and transactions consummated or to be consummated in connection therewith.

[Signature page follows]

This 26th day of June, 2023.

THE ALIERA COMPANIES, INC.

ADVEVO LLC

ENSURIAN AGENCY LLC

TACTIC EDGE SOLUTIONS LLC

USA BENEFITS & ADMINISTRATORS
LLC

By: /s/ Katie S. Goodman
Its: Authorized Officer

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF THE
ALIERA COMPANIES, INC., ET AL.

By: /s/ Craig Wilson
Its: Chairperson