



IT IS ORDERED as set forth below:

Date: September 4, 2025

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
(I) APPROVING THE SECOND AMENDED DISCLOSURE STATEMENT
FOR THE SECOND AMENDED CHAPTER 11 PLAN OF LIQUIDATION OF
AFH AIR PROS, LLC AND ITS DEBTOR AFFILIATES ON A FINAL BASIS;
AND (II) CONFIRMING SECOND AMENDED CHAPTER 11 PLAN OF
LIQUIDATION OF AFH AIR PROS, LLC AND ITS DEBTOR AFFILIATES**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”),
having:²

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms used but not otherwise defined in this order (the “Confirmation Order”) shall have the meanings given to them in the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates*, attached hereto as Exhibit A. The rules of interpretation set forth in Article I.B of the Plan shall apply to this Confirmation Order.



- a. commenced, on March 16, 2025 (the “Petition Date”), these chapter 11 cases (these “Chapter 11 Cases”) by filing voluntary petitions in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);
- b. filed on May 30, 2025, (i) the *Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 431] and (ii) the *Disclosure Statement for the Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 432];
- c. filed on May 30, 2025, the *Motion of the Debtors for Entry of an Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 433];
- d. filed on June 4, 2025, June 12, 2025, June 16, 2025, and July 1, 2025, certain Notices of Sale Closing Dates [see Docket Nos. 437, 438, 446, 447, 454, and 507] related to the sale of substantially all of the Debtors’ operating assets;
- e. filed on June 13, 2025, (i) the *Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 448] and (ii) the *Amended Disclosure Statement for the Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 449];
- f. filed on June 18, 2025, (i) the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 461] (the “Original Second Amended Plan”), and (ii) the *Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 462] (the “Original Second Amended Disclosure Statement”);
- g. filed on June 23, 2025, the *Notice of Filing Further Modified Proposed Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* [Docket No. 474];
- h. obtained, on June 24, 2025, entry of the *Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot*

and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines [Docket No. 477] (the “Solicitation Procedures Order”), which Solicitation Procedures Order approves the Disclosure Statement on an interim basis, and approves the solicitation procedures (the “Solicitation Procedures”) and related notices, forms, and ballots (collectively, the “Solicitation Packages”);

- i. filed on June 24, 2025, (i) the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 478] (the “Second Amended Plan”, and as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the “Plan”); and (ii) the *Second Amended Disclosure Statement for the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 479] (the “Second Amended Disclosure Statement” and as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the “Disclosure Statement”);
- j. caused the Solicitation Packages, notice of the hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the “Combined Hearing”) and deadline for objecting to confirmation of the Plan, notice of the Third-Party Release and process for opting out, and non-voting notices to be distributed in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Solicitation Procedures Order, as evidenced by, among other things, the *Certificate of Service* dated July 21, 2025 [Docket No. 564] and the *Supplemental Certificate of Service* dated July 28, 2025 [Docket No. 596] (together, the “Initial Solicitation Affidavit”);
- k. filed on July 14, 2025, the *Notice of Filing of (I) Identity and Compensation of the Litigation Trustee, (II) Form of Litigation Trust Agreement, and (III) Schedule of Assigned Causes of Action With Respect to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 557] and caused it to be distributed on that same day as evidenced by the *Certificate of Service* [Docket No. 566] (the “Initial Plan Supplement Affidavit”);
- l. filed on July 18, 2025, the *Notice of Filing of Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 562] (the “Plan Supplement”), and caused it to be distributed on that same day as evidenced by the *Certificate of Service* [Docket No. 569] (the “Supplemental Plan Supplement Affidavit”);
- m. filed on August 1, 2025, the *Notice of Filing of Amended Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 608], and caused it to be distributed that same day as evidenced by the *Certificate of Service* [Docket No. 612] (the “Second Supplemental Plan Supplement Affidavit”);

- n. filed on August 1, 2025, the *Declaration of Sydney Reitzel, on Behalf of Kurtzman Carson Consultants LLC d/b/a Verita Global, Regarding Solicitation and Tabulation of Ballots Cast on the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 607] (the “Voting Report”);
- o. filed on August 4, 2025, the *Debtors’ Memorandum of Law in Support of Final Approval of the Disclosure Statement and Confirmation of Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 610] (the “Confirmation Brief”);
- p. filed on August 4, 2025, the *Declaration of Andrew D.J. Hede in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 611] (the “Hede Declaration”);
- q. caused, among other pleadings, the Confirmation Brief and the Hede Declaration to be served to the parties listed in that certain *Certificate of Service* [Docket No. 617] (the “Initial Confirmation Materials Affidavit”);
- r. filed on August 5, 2025, the *Notice of Filing of Second Amended Plan Supplement to the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 616], and caused it to be distributed that same day as evidenced by the *Certificate of Service* [Docket No. 620] (collectively with the Initial Plan Supplement Affidavit, the Supplemental Plan Supplement Affidavit, and the Second Supplemental Plan Supplement Affidavit, the “Plan Supplement Affidavits”);
- s. filed on August 18, 2025, the *Supplemental Declaration of Andrew D.J. Hede in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 649] (the “Supplemental Hede Declaration”, and together with the Supplemental Confirmation Brief, the “Supplemental Confirmation Documents”);
- t. filed on August 18, 2025, the *Debtors’ Supplemental Brief in Support of Confirmation of the Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 648] (the “Supplemental Confirmation Brief”);
- u. caused the Supplemental Confirmation Documents to be served on the parties listed in that certain *Certificate of Service* [Docket No. 655] (together with the Initial Confirmation Materials Affidavit, the “Confirmation Materials Affidavits”); and
- v. caused the *Supplemental Notice of Opt-Out Form Regarding Third-Party Release Under the Plan* to be served on August 22, 2025, on the parties listed in that certain *Supplemental Certificate of Service* [Docket No. 660] (the “Supplemental Opt-Out Affidavit”).

This Court having:

- a. entered the Solicitation Procedures Order on June 24, 2025;
- b. set July 28, 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Voting and Plan Objection Deadline”) as the deadline for voting on the Plan and deadline for filing objections final approval of the Disclosure Statement and/or confirmation of the Plan;
- c. set August 6, 2025, at 1:00 p.m. (prevailing Eastern Time) as the date and time for the commencement of the Combined Hearing to consider final approval of the Disclosure Statement and confirmation of the Plan in accordance with Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;
- d. set August 20, 2025, at 1:00 p.m. (prevailing Eastern Time) as the date and time for the continued Combined Hearing pursuant to the Order Setting Continued Hearing to Provide Opportunity to Supplement Record of Hearing to Consider Confirmation of Debtors’ Second Amended Plan of Reorganization [Docket No. 642];
- e. reviewed the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Brief, the Voting Report, the Hede Declaration, the Supplemental Confirmation Documents, the *Statement of the Committee of Creditors Holding Unsecured Claims in Support of the Debtors’ Second Amended Plan of Reorganization* [Docket No. 647] (the “Committee Statement”), and all pleadings, exhibits, statements, responses, and comments regarding final approval of the Disclosure Statement and confirmation of the Plan (“Confirmation”), including all objections, statements, and reservations of rights Filed by parties in interest on the docket of these Chapter 11 Cases;
- f. held the Combined Hearing;
- g. heard the statements and arguments made by counsel in respect of final approval of the Disclosure Statement and Confirmation;
- h. considered all oral representations, live testimony, written direct testimony, designated deposition testimony, exhibits, documents, filings, and other evidence presented at the Combined Hearing;
- i. entered rulings on the record at the Combined Hearing;
- j. overruled all objections to the Disclosure Statement, the Plan, and to Confirmation, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and
- k. taken judicial notice of all papers and pleadings Filed in these Chapter 11 Cases.

NOW THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party-in-interest to object to the adequacy of the Disclosure Statement and confirmation of the Plan have been good and sufficient, and the legal and factual bases set forth in the documents filed in support of confirmation of the Plan, including the Confirmation Brief, the Voting Declaration, the Hede Declaration, the Supplemental Confirmation Documents, and the Committee Statement, establish just cause for the relief granted herein, after due deliberation thereon and good cause appearing therefor, and the Court, having considered statements of counsel at the Combined Hearing and all evidence of record, including the Voting Declaration, the Hede Declaration, the Supplemental Confirmation Documents, and the Committee Statement, and for the reasons stated on the record at the Combined Hearing as supplemented hereby, the Court hereby FINDS, DETERMINES, AND CONCLUDES as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

A. Jurisdiction and Venue

1. Final approval of the Disclosure Statement and Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. The Debtors have confirmed their consent, pursuant to Rule 7008, to the entry of a final order by the Court in accordance with the terms set forth herein to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

B. Eligibility for Relief

2. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code.

C. Commencement and Joint Administration of these Chapter 11 Cases

3. On the Petition Date, the Debtors commenced these Chapter 11 Cases. On March 27, 2025, the Court entered an amended order [Docket No. 85] authorizing the joint administration of these Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

D. Appointment of Creditors' Committee

4. On March 31, 2025, the U.S. Trustee appointed seven (7) members to the Official Committee of Unsecured Creditors (the "Creditors' Committee") to represent the interests of the unsecured creditors of the Debtors in these Chapter 11 Cases [Docket No. 111].

E. Disclosure Statement and Plan

5. On June 24, 2025, the Court entered the Solicitation Procedures Order, which, among other things, (a) approved on an interim basis the Disclosure Statement as containing "adequate information" pursuant to section 1125(a) of the Bankruptcy Code subject to final approval at the Combined Hearing and (b) authorized the Debtors to solicit acceptances for the Plan.

6. Also on June 24, 2025, the Debtors filed the solicitation versions of the Disclosure Statement and Plan. Pursuant to the Solicitation Procedures Order, on June 30, 2025, the Debtors caused the Solicitation Packages, notice of the Combined Hearing and deadline for objecting to confirmation of the Plan, notice of the Third-Party Release, and process for opting out, and non-

voting notices to be distributed to creditors and parties in interest entitled to receive such Solicitation Packages and notices in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and the Complex Case Procedures.

F. Plan Supplement

7. The Plan Supplement complies with the terms of the Plan, and the Debtors provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and the facts and circumstances of these Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement.

G. Objections Overruled

8. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation of the Plan explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

H. Adequacy of the Disclosure Statement

9. The Disclosure Statement contains extensive material information regarding the Debtors so that parties entitled to vote on the Plan could make informed decisions regarding the Plan. Additionally, the Disclosure Statement contains “adequate information” as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code with respect to the Debtors, the Plan, and the transactions contemplated therein.

I. Solicitation Procedures Order

10. On June 24, 2025, the Court entered the Solicitation Procedures Order, which, among other things, set the Voting and Plan Objection Deadline and approved the Disclosure Statement on an interim basis.

J. Transmittal and Mailing of Materials; Notice

11. As evidenced by the Solicitation Affidavit, the Plan Supplement Affidavits, the Confirmation Materials Affidavits, and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Solicitation Procedures Order, the Solicitation Packages, the Plan Supplement, and all the other materials distributed by the Debtors in connection with the Confirmation of the Plan in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the *Local Rules of the United States Bankruptcy Court For the Northern District of Georgia* (the “Local Rules”), the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), and the Solicitation Procedures. The Debtors provided due, adequate, and sufficient notice of the Voting and Plan Objection Deadline, the Combined Hearing, and any applicable bar dates and hearings described in the Solicitation Procedures Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and the Solicitation Procedures Order. No other or further notice is or shall be required.

K. Solicitation

12. The Debtors solicited votes for acceptance and rejection of the Plan in good faith, and such solicitation complied with sections 1125 and 1126, and all other applicable sections, of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Solicitation Procedures Order, the Local Rules, and all other applicable rules, laws, and regulations.

L. Voting Report

13. Before the Combined Hearing, the Debtors Filed the Voting Report. The procedures used to tabulate ballots were fair and conducted in accordance with the Solicitation

Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

14. Holders of Claims in Classes 3 and 4 (collectively, the “Voting Classes”) were eligible to vote to accept or reject the Plan in accordance with the Solicitation Procedures. Holders of Claims in Classes 1 and 2 (together, the “Deemed Accepting Classes”) are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan. Holders of Claims or Interests in Classes 5, 6, and 7 (collectively, the “Deemed Rejecting Classes”) are Impaired and conclusively presumed to reject the Plan and, therefore, did not vote to accept or reject the Plan.

M. Bankruptcy Rule 3016

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

N. Burden of Proof

16. The Debtors have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for confirmation. Each witness who testified on behalf of the Debtors in connection with the Combined Hearing in support of the Disclosure Statement, the Plan, and Confirmation was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

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

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

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

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

i. Sections 1122 and 1123(a)(1) – Proper Classification

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

20. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

ii. Section 1123(a)(2) – Specification of Unimpaired Classes

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

iii. Section 1123(a)(3) – Specification of Treatment of Voting Classes

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

iv. Section 1123(a)(4) – No Discrimination

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

v. Section 1123(a)(5) – Adequate Means for Plan Implementation

24. The Disclosure Statement, the Plan, and the various documents included in the Plan Supplement provide adequate and proper means for the Plan's execution and implementation, including: (a) the cancellation of certain existing agreements, obligations, instruments, and Claims and Interests; (b) the appointment of the Plan Administrator to administer the Plan and effectuate the Wind Down of the Wind Down Debtors in accordance with the Wind Down Agreement and the Plan; (c) the establishment and funding of the Litigation Trust pursuant to the Litigation Trust Agreement and the transfer of the Litigation Trust Assets to the Litigation Trust free and clear of all Liens, Claims, charges, or other encumbrances, subject only to the Litigation Trust Interests; (d) the vesting of all Remaining Assets not transferred to the Litigation Trust or otherwise distributed on the Effective Date in the Wind Down Debtors; (e) effectuating the Creditors' Committee Settlement; and (f) the execution, delivery, filing, or recording of all contracts,

securities, instruments, releases, and other agreements or documents in furtherance of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

vi. Section 1123(a)(6) – Non-Voting Equity Securities

25. No equity securities are being issued pursuant to the Plan. Additionally, section 1123(a)(6) of the Bankruptcy Code applies solely to corporate debtors. The Debtors in these Chapter 11 Cases are limited liability companies or limited liability partnerships and, therefore, do not fall within the definition of a “corporation” under section 101(9) of the Bankruptcy Code. Accordingly, section 1123(a)(6) does not apply to the Plan.

vii. Section 1123(a)(7) – Directors, Officers, and Trustees

26. The Plan provides for the appointment of a Plan Administrator on the Effective Date, which appointee will succeed to the powers of the Debtors’ officers, directors, and shareholders. The Plan Administrator is designated as the representative of the Wind Down Debtors’ Estates under section 1123(b)(3)(B) of the Bankruptcy Code. The Plan Administrator is selected jointly by the Debtors and the Lenders, ensuring creditor involvement and alignment with creditor interests. Additionally, the initial Litigation Trustee (Olympus Guardians LLC) has been selected by the Creditors’ Committee, which represents the interests of General Unsecured Creditors, which are the beneficiaries of the Litigation Trust. The Debtors have disclosed the identity of the Plan Administrator and the Litigation Trustee in the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

b. Section 1123(b) – Discretionary Contents of the Plan

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

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

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

ii. Assumption and Rejection of Executory Contracts and Unexpired Leases

29. Article VI of the Plan addresses the assumption and rejection of executory contracts and unexpired leases and meets the requirements of section 365(b) of the Bankruptcy Code. Consistent with section 1123(b)(2) of the Bankruptcy Code, Article VI.A of the Plan provides that on the Effective Date, except as otherwise provided in the Plan, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

iii. Compromise and Settlement

30. As permitted by section 1123(b)(3)(A) of the Bankruptcy Code, Article IV.H of the Plan provides for the Creditors' Committee Settlement and Article X of the Plan provides for releases of certain Claims and Causes of Action owned by the Debtors or the Debtors' Estates. Accordingly, the Plan is consistent with section 1123(b) of the Bankruptcy Code.

(1) Creditors' Committee Settlement

31. The Creditors' Committee Settlement entered into by the Debtors, the Lenders, and the Creditors' Committee, described in more detail in Article VI.I of the Disclosure Statement and as incorporated into the Plan, is in accordance with section 1123(b)(3)(A) of the Bankruptcy Code and represents a valid exercise of the Debtors' business judgment. The Creditors' Committee Settlement was entered into in good faith and is: (a) the product of extensive arms'-length

negotiations by and between the Debtors, the Lenders, and the Creditors' Committee; (b) in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) an integral element of the transactions incorporated into the Plan; and (e) consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, Bankruptcy Rule 9019, and other applicable law.

(2) Debtor Release

32. The release of Claims and Causes of Action by the Debtors set forth in Article X.C of the Plan (the "Debtor Release") is in accordance with section 1123(b) of the Bankruptcy Code and represents a valid exercise of the Debtors' business judgment under Bankruptcy Rule 9019. The Debtor Release is fair, equitable, reasonable, and in the best interests of the Debtors' Estates, is a key component of the Plan, and otherwise constitutes a settlement of Claims and Causes of Action under section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

33. Releases of the Released Parties by the Debtors and the Releasing Parties implement the concessions and compromises made by the parties to these Chapter 11 Cases and the transactions contemplated by the Plan. The Released Parties played an integral role in the formulation, implementation and, critically, funding of the Plan. The Plan reflects the heavily negotiated settlement and resolution of a number of issues, and the Debtor Release is an integral part of the consideration to be provided in exchange for the compromises and resolutions embodied in the Plan.

34. This Confirmation Order constitutes the Court's approval, pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that the Debtor Release is: (a) in exchange for the good and valuable

consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the liquidation and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors, the Debtors' Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Wind Down Debtors, or their respective Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, the Debtor Release shall not, and shall not be interpreted or deemed to, release any Litigation Trust Claims.

(3) Third-Party Release

35. The release by the Releasing Parties set forth in Article X.D of the Plan (the "Third-Party Release"), is an essential provision of the Plan and is appropriately and narrowly tailored under the facts and circumstances of the Chapter 11 Cases. The Third-Party Release constitutes consensual releases of the Released Parties by the Releasing Parties.

36. The Ballots (in the form approved by the Solicitation Procedures Order and distributed by the Debtors) explicitly stated that a vote to accept the Plan constitutes an acceptance and consent to the releases set forth in the Plan including the Third-Party Release. In addition, the Third-Party Release was conspicuously disclosed in boldface type in the Plan, the Disclosure Statement, the notice to holders of Unimpaired Claims and Interests, the notice to Holders of Impaired Claims and Interests that will not receive distributions or retain property under the Plan, and other notices in the Solicitation Packages, each of which provided parties in interest with sufficient notice of the Third-Party Release and their ability to opt out of it. Thus, subject to the supplemental opt-out procedure approved herein that applies solely to the Holders of Interests in Air Pros Solutions Holdings, LLC ("Holdings") (the "Supplemental Opt-Out Procedure"), and the

“Deemed Consent” provisions of Paragraph 38 below, each Releasing Party was given due and adequate notice that they would be granting the Third-Party Release by voting to accept the Plan, failing to opt out of the Third-Party Release if voting against the Plan, abstaining from voting on the Plan, failing to object to the Third-Party Release prior to the deadline to object to Confirmation of the Plan or as otherwise described in the Plan. Accordingly, the Third-Party Release is consensual.

37. Supplemental Opt-Out Procedure. The Statement of Financial Affairs for Holdings [Case No. 25-10363, Docket No. 10] identifies nine members of Holdings (collectively, the “Holdings Members”). As set forth in the Initial Solicitation Affidavit, each of the Holdings Members was served with the Combined Hearing Notice. The Combined Hearing Notice provided the Holdings Members with notice of the Disclosure Statement, the Plan, the Combined Hearing, the deadline to object to the Plan, and the releases, exculpations, and injunctions contained in the Plan, including the Third-Party Release and the process for opting out of the Third-Party Release and method for requesting an appropriate opt-out form from the Claims and Noticing Agent. Notwithstanding the foregoing, at the continued Combined Hearing on August 20, 2025, the Court authorized the Debtors to mail or cause to be mailed a copy of the Supplemental Notice of Opt-Out Form Regarding Third-Party Releases, in substantially the form attached hereto as **Exhibit B** (the “Supplemental Opt-Out Notice”), on each of the Holdings Members. As set forth in the Supplemental Opt-Out Affidavit, the Claims and Noticing Agent served a copy of the Supplemental Opt-Out Notice on each of the Holdings Members on August 22, 2025. Any Holdings Member that does not submit the opt-out form included in the Supplemental Opt-Out Notice in accordance with the instructions therein on or before **September 19, 2025, at 4:00 p.m. (prevailing Eastern Time)** shall be deemed to be a “Releasing Party” under the Plan.

38. Deemed Consent. Additionally, the Third-Party Release provides that any creditor or interest-holder who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from this Court to exercise its rights and claims free of the Third-Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third Party Release or to object to the Third-Party Release should be deemed to represent its consent to the Third Party Release. In any pleading regarding this provision filed with the Court, any party seeking such relief must: (i) identify the claim(s) or types of claims the party wishes to pursue, (ii) identify the parties or the types of parties against such claims will be asserted, and (iii) state with particularity why such party should not be deemed to have consented to the Third-Party Release as a result of such party's failure to timely return a Ballot or opt-out election form or file an objection to the Third-Party Release.

39. This Confirmation Order constitutes the Court's approval, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan, important to the overall objectives of the Plan and an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (c) given in exchange for the good, valuable and substantial consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the liquidation of the Debtors' assets and the implementation of the Plan; (d) a good faith

settlement and compromise of the Claims released by the Third-Party Release; (e) materially beneficial to, and in the best interests of the Debtors and their respective Estates and stakeholders; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release; (i) within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); and (j) consistent with sections 105, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.³ In particular, the provision by the Lenders of the \$1 million in funding for the Litigation Trust and the transfer to the Litigation Trust of the Litigation Trust Claims, which include (i) millions of dollars in potential avoidance actions against insiders, (ii) commercial tort claims, and (iii) claims against certain insiders that may be covered in whole or part by millions of dollars in applicable directors' and officers' insurance, constitutes substantial value being provided to Class 4 claimants, as it pays the "seed cost" of investigation and pursuit of the Litigation Trust Claims and leaves roughly thirty percent (30%) of the resulting recovery for the holders of General Unsecured Claims that are not held by the Lenders. Also of substantial value is the right to choose the Litigation Trustee to investigate and pursue (or not pursue) such claims, a right secured for the Creditors' Committee by the Creditors' Committee Settlement. Finally, and critically, the DIP Lenders are not asserting any superpriority claims they may have under the DIP Credit Facility, but instead will treat any DIP Lender Claims remaining after all Remaining Assets have been liquidated as part of the Prepetition Lender Deficiency Claim. Those contributions mean that the Class 4 creditors⁴ have a meaningful chance to obtain a recovery

³ Although not invoked here, the process is similar to that for opting out of a settlement under Federal Rule of Civil Procedure 23(e), with the Creditors' Committee and its counsel serving the function of the class representative and class counsel.

⁴ Although other classes of claims are also giving the Third-Party Release, Class 4 is practically the only class in which it might be meaningful. More particularly, Claims in Classes 1 and 2 are unimpaired, such that collection of those claims need not be bolstered by additional claims against others. Class 3 are the Prepetition Lenders who are in

from these Chapter 11 Cases in circumstances where they were otherwise more than \$100 million out of the money. As a result, the Class 4 creditors that are giving the Third-Party Release are receiving substantial consideration for doing so⁵ and, under the totality of the circumstances of these Chapter 11 Cases, the Third-Party Release is necessary and appropriate.

(4) Exculpation

40. The exculpation provisions set forth in Article X.E of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation provisions set forth in Article X.E of the Plan.

(5) Injunction

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

c. Section 1129(a)(2) – Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code

42. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code,

essence releasing themselves. Class 5 consists of subordinated claims, but no claims have been subordinated in these cases. Class 6 claims are held by the Debtors (against other Debtors), such that those claims as against the Lenders are released by the Debtor Release. The Class 7 claimants are in this Confirmation Order being provided a second chance to opt out, the period for which has not run.

⁵ As for what the Releasing Parties are giving up, most claims that creditors of the Debtors might have against the Lenders (the primary liquid Released Party) in these circumstances would be derivative claims that would be released via the Debtors' Release in any event. Further, per the statement of Creditors' Committee counsel on the record at the Combined Hearing, the Creditors' Committee considered whether the facts regarding the relationship between the Debtors and the Lenders could give rise to recoverable claims against the Lenders and did not identify any.

including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 3019.

43. The Debtors and their agents solicited votes to accept or reject the Plan after the Court approved the adequacy of the Disclosure Statement on an interim basis pursuant to section 1125(a) of the Bankruptcy Code and the Solicitation Procedures Order.

44. The Debtors and each of their agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article X.E of the Plan.

45. The Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

d. Section 1129(a)(3) – Proposal of Plan in Good Faith

46. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan itself, and

the process leading to its formulation. The Debtors' good faith is evident from the facts and record in these Chapter 11 Cases, the Disclosure Statement, the hearing on interim approval of the Disclosure Statement, and the record of the Combined Hearing and other proceedings in these Chapter 11 Cases.

47. The Plan is the product of lengthy, hard fought good faith, arms'-length negotiations by and among the Debtors and their key constituents, including the Creditors' Committee, the Prepetition Lenders, and the DIP Lenders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith and assure the fair treatment of holders of Claims or Interests. Consistent with the overriding purpose of chapter 11, the Debtors filed these Chapter 11 Cases with the belief that the marketing and sale of substantially all of their assets pursuant to section 363 of the Bankruptcy Code would maximize the value of their assets for all stakeholders. The Plan was negotiated and proposed with the intention of implementing a structured wind-down of the Debtors' estates to, among other things, liquidate remaining assets and distribute proceeds to creditors in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan, and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

e. Section 1129(a)(4) – Court Approval of Certain Payments as Reasonable

48. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, Bankruptcy Code section 1129(a)(4). Payment of Professional Fee Claims for services rendered from the Petition Date through the Effective Date are subject to the approval of this Court. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

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

49. On the Effective Date, the Plan Administrator will be appointed and will succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders. The identities of the Plan Administrator, the Litigation Trustee, and the Litigation Trust Advisory Committee were disclosed in the Plan Supplement. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

g. Section 1129(a)(6) – Rate Changes

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

h. Section 1129(a)(7) – Best Interests of Holders of Claims and Interests

51. The evidence in support of the Plan and Disclosure Statement that was proffered or adduced at the Combined Hearing, and the facts and circumstances of these Chapter 11 Cases, establish that each holder of an Allowed Claim or Allowed Interest in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code, as evidenced by the liquidation analysis attached as Exhibit D to the Disclosure Statement. As a result, the Debtors have demonstrated that the Plan is in the best interest of their creditors and equity holders and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

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

52. The Classes that are Unimpaired under the Plan are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. With respect to Classes entitled to vote on the Plan, Class 3 (Prepetition Lender Secured Claims) and Class 4 (General Unsecured Claims) are impaired and have voted to accept the Plan. Finally, with respect to any Class that voted, or is deemed, to reject the Plan, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to each such Class and thus satisfies section 1129(b) of the Bankruptcy Code with respect to such Classes as described further below. As a result, the requirements of section 1129(a)(8) of the Bankruptcy Code are satisfied.

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

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

k. Section 1129(a)(10) – Acceptance by at Least One Voting Class

54. As set forth in the Voting Report, Classes 3 and 4 voted to accept the Plan, and at least one Voting Class has accepted the Plan for each Debtor, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

l. Section 1129(a)(11) – Feasibility of the Plan

55. As evidenced by the Hede Declaration, the Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors at or before the Combined Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates

such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; (d) establishes that the Wind Down Debtors and Litigation Trust will have sufficient funds available to meet their obligations under the Plan – including sufficient amounts of Cash to fund the Wind Down Cash Amount, the Professional Fee Reserve Amount, the Litigation Trust Funding Amount, and ensure payment of Allowed Claims that will receive Cash distributions pursuant to the terms of the Plan; and (e) establishes that the Debtors or the Wind Down Debtors, as applicable, will have the financial wherewithal to pay any Claims that accrue, become payable, or are allowed by Final Order following the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

m. Section 1129(a)(12) – Payment of Statutory Fees

56. Notwithstanding anything to the contrary in the Plan, all fees payable to the U.S. Trustee through the Effective Date pursuant to 28 U.S.C. § 1930 (“Statutory Fees”) shall be paid on or as soon as practicable after the Effective Date. The Debtors, for periods accruing prior to the Effective Date, and the Wind Down Debtors and Litigation Trust (with respect to disbursements made by the Litigation Trustee from the Litigation Trust), for periods accruing on and after the Effective Date, shall be liable to pay Statutory Fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930 until the earliest to occur of the particular Debtors’ case being converted to a case under chapter 7, dismissed, or closed; provided, for the avoidance of doubt, the Debtors and the Wind Down Debtors shall be solely liable to pay Statutory Fees on account of the payment of the Litigation Trust Funding Amount to the Litigation Trust. The Wind Down Debtors shall File post-confirmation quarterly reports, or any pre-confirmation monthly operating reports not Filed as of the Combined Hearing, in conformance with the U.S. Trustee Guidelines, which reports shall

include a separate schedule of disbursements made by the Litigation Trust during the applicable period. All Statutory Fees that are paid by the Wind Down Debtors on account of disbursements made by the Litigation Trust (other than the Litigation Trust Funding Amount) shall be reimbursed by the Litigation Trust to the Wind Down Debtors. The U.S. Trustee shall not be required to File a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

n. Section 1129(a)(13), (14), (15), and (16) – Retiree Benefits, Domestic Support Obligations, Individuals, and Nonprofit Corporations

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

o. Section 1129(b) – Confirmation of Plan Over Nonacceptance of Classes

58. With respect to the Classes that have not accepted the Plan (the “Non-Accepting Classes”), the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code because: (a) at least one Voting Class voted to accept the Plan; and (b) the Plan does not discriminate unfairly and is fair and equitable with respect to the Non-Accepting Classes. Specifically, the Plan is fair and equitable with respect to each Non-Accepting Class because no Holder of a Claim or Interest that is junior to the Claims and Interests in the Non-Accepting Classes will receive or retain any property on account of such junior Claim or Interest. As a result, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Thus, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code is not satisfied. After entry of this Confirmation Order and upon the occurrence of the Effective Date, the Plan shall be binding upon the members of the Voting Classes that voted to reject the Plan.

p. Section 1129(c) – Only One Plan

59. Other than the Plan (including previous versions thereof), no other plan has been filed in these Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

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

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

r. Section 1129(e) – Not Small Business Cases

61. These Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

s. Satisfaction of Confirmation Requirements

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

P. Good Faith

63. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors have been, are, and will continue acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed

or contemplated by this Confirmation Order or the Plan. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

Q. Implementation

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

65. Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, and, for the avoidance of doubt, except for the Litigation Trust Claims and other Litigation Trust Assets, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in the Wind Down Debtors free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Wind Down Debtor may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

R. Treatment of Executory Contracts and Unexpired Leases

66. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the rejection of Executory Contracts and Unexpired Leases unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own

terms; or (iii) is the subject of a motion or notice to assume or reject filed on or before the Confirmation Date. The Debtors' determinations regarding the rejection of Executory Contracts and Unexpired Leases are based on, and within the sound business judgment of, the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, holders of Claims or Interests, and other parties in interest in these Chapter 11 Cases.

ORDER

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

67. The above findings of fact and conclusions of law, as well as any additional findings of fact and conclusions of law announced by the Court at the Combined Hearing, are hereby incorporated in this Confirmation Order.

68. The Disclosure Statement is approved in all respects on a final basis pursuant to section 1125 of the Bankruptcy Code.

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

70. The Plan Supplement, including the documents contained therein that may be amended through and including the Effective Date in accordance with and as permitted by the Plan, is approved. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. If there is a conflict between the terms of the Plan (including any documents in the Plan Supplement) or the Disclosure Statement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. The Debtors, in accordance with the Plan, may amend the Plan Supplement prior to the Effective Date.

71. The terms of the Plan, the Plan Supplement, all exhibits thereto, and this Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest, including, but not limited to, the Debtors, the Committee, the Litigation Trust, all Holders of Claims or Interests, all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

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

A. Objections

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

B. Findings of Fact and Conclusions of Law

74. The findings of fact and the conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Combined Hearing in relation to final approval of the Disclosure Statement or Confirmation of the Plan are hereby incorporated into this Confirmation

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

C. Combined Hearing Notice and Solicitation

75. The Combined Hearing Notice complied with the terms of the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and applicable non-bankruptcy law. No further notice of the Combined Hearing was required or need be given.

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

D. Settlement of Claims and Controversies

77. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Effective Date, the Wind Down Debtors may compromise and settle any Claims and Causes of Action against other Entities, except, for the avoidance of doubt, any Litigation Trust Claims.

E. The Creditors' Committee Settlement

78. Entry of this Confirmation Order constitutes this Court's approval of the Creditors' Committee Settlement in all respects, as well as a finding by this Court that the Creditors'

Committee Settlement is fair and equitable and in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests.

F. Substantive Consolidation

79. The Plan contemplates and is predicated upon the deemed substantive consolidation of the Debtors' Estates for voting, confirmation, and distribution purposes, as set forth in Article IV.J of the Plan. As of the Effective Date, (a) all Intercompany Claims between the Debtors shall be eliminated; (b) all assets and liabilities of the Debtors shall be merged or treated as if they were merged with the assets and liabilities of Holdings; (c) any principal obligation of a Debtor and any guarantee thereof by another Debtor shall be deemed to be a single principal obligation of Holdings; (d) each Claim filed or to be filed against any Debtors' Estate shall be deemed filed only against Holdings and shall be deemed a single Claim against and a single principal obligation of Holdings for distribution purposes, which, to the extent such Claim is Allowed, be paid from the Wind Down Estate or Litigation Trust, as applicable; and (e) any joint or several liability of the Debtors shall be deemed a single principal obligation of Holdings. On the Effective Date, and in accordance with the terms of the Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment, or performance made by one Debtor (other than Holdings) as to the principal obligations of another Debtor shall be released and of no further force and effect.

80. The substantive consolidation effected pursuant to Article IV.J of the Plan (a) shall not affect the rights of any Holder of a Secured Claim, provided, for the avoidance of doubt, the Prepetition Lender Deficiency Claim shall be a single General Unsecured Claim against Holdings; and (b) shall not, and shall not be deemed to, prejudice Causes of Action, including Litigation Trust Claims (subject to the releases set forth in Article X of the Plan), which shall survive entry of a substantive consolidation order, as if there had been no substantive consolidation.

G. Incorporation by Reference

81. The terms and provisions of the Plan and the exhibits thereto are incorporated by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors, and their respective successors and assigns, non-debtor affiliates, any affected third parties, all holders of equity interests in the Debtors, all holders of any Claims, whether known or unknown, against the Debtors, including, but not limited to all contract counterparties, borrowers, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective affiliates, successors, and assigns.

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

82. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and authorized in their entirety and will be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Entity: (a) Debtor Release; (b) Third-Party Release (subject to the Supplemental Opt-Out Procedure solely with respect to the Holdings Members and to the “Deemed Consent” provisions of Paragraph 38); (c) the exculpation provisions in Article X.E of the Plan; and (d) the injunction provisions in Article X.F of the Plan.

I. Non-Discharge of the Debtors; Injunction

83. In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among

other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, notwithstanding anything to the contrary in the Plan, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than (x) setoffs exercised prior to the Petition Date, (y) setoff rights asserted or reserved in a timely-filed proof of claim, or (z) setoff rights asserted or reserved in a motion or objection to confirmation filed with the Bankruptcy Court on or before the Confirmation Date (including, without limitation, the proof of claim and/or limited objection to confirmation [Docket No. 593] filed by Continental Casualty Company and National Fire Insurance Company of Hartford, and their applicable affiliates (individually or collectively, “CNA”); provided, for the avoidance of doubt, and notwithstanding anything to the contrary

contained in the Plan or Confirmation Order, CNA shall retain all rights of setoff and recoupment under its policies, program agreements, and applicable law, regardless of when the applicable debits and credits accrue)) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan. Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

J. Preservation of Causes of Action

84. Except for any Cause of Action against a Person that is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, or transferred to the Litigation Trust pursuant to and in accordance with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Wind Down Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Wind Down Debtors may pursue such Causes of Action, as appropriate, in the Wind Down Debtors' sole discretion. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Wind Down Debtors will not pursue any and all available Causes of Action against it. Unless a Cause of Action against a Person is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order or transferred to the Litigation Trust

pursuant to and in accordance with the Plan, the Debtors or Wind Down Debtors, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of, entry of the Confirmation Order or Consummation.

85. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action (other than the Litigation Trust Claims) that a Debtor may hold against any Entity shall vest in the Wind Down Debtors. The Wind Down Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Court. For the avoidance of doubt, the Plan Administrator shall have standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action on behalf of the Wind Down Debtors and their Estates.

86. In accordance with section 1123(b)(3) of the Bankruptcy Code, the Litigation Trust shall have the exclusive right, authority, and standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Litigation Trust Claims, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Court. The Litigation Trust shall be entitled to enjoy the benefits of section 108(a) of the Bankruptcy Code and shall be deemed to be a trustee (as that term is used in section 108(a)) for purposes of prosecuting the Litigation Trust Claims. The

Litigation Trust shall be deemed a party in interest for all purposes in these Chapter 11 Cases pursuant to section 1109(b) of the Bankruptcy Code.

K. Retention of Jurisdiction

87. This Court retains jurisdiction over these Chapter 11 Cases, all matters arising out of or related to these Chapter 11 Cases and the Plan, the matters set forth in Article XIII of the Plan, and any other applicable provisions of the Plan.

L. Effectiveness of All Actions

88. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective upon the occurrence of the Effective Date pursuant to this Confirmation Order, without further application to or order of the Court, or any further action by the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, or the Litigation Trustee.

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

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

N. Plan Implementation Authorization

90. On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions

contemplated thereby, in each case, in the name of and on behalf of the Wind Down Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. In connection with the foregoing, the Plan Administrator shall complete any remaining Wind Down activities of the Wind Down Debtors.

O. Wind Down

91. The Plan Administrator is hereby authorized, immediately upon entry of this Confirmation Order, or as soon as reasonably practicable thereafter, to take all actions, not inconsistent with the express terms of the Plan, this Confirmation Order, or the Plan Supplement, as applicable and as may be necessary or appropriate to effectuate the Wind Down without any further approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including: (1) the execution, delivery, filing, or recording such contracts, securities, instruments, releases, and other agreements or documents and taking such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions contemplated thereby, in each case, in the name of and on behalf of the Wind Down Debtors; and (2) the completion of any remaining Wind Down activities of the Wind Down Debtors. Any transfers of assets, Claims, or Interests effected, or any obligations incurred through the Wind Down are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

P. Distributions on Account of Lender Claims

92. In accordance with the Prepetition Loan Documents, the DIP Loan Documents, and the Sale Orders, as applicable, and without need for further order of this Court, the Lenders' Class 3 Prepetition Lender Secured Claims and Class 4 Prepetition Lender Deficiency Claim shall be Allowed for distribution purposes under the Plan in the amounts as agreed among the Debtors, the Lenders, and the Creditors' Committee, provided the Court retains jurisdiction to resolve any

disputes among the Debtors, the Lenders, and the Creditors' Committee regarding such amounts; provided further that any unpaid DIP Lender Claims shall, after there are no longer any Remaining Assets, constitute and be added to the Prepetition Lender Deficiency Claim for distribution purposes under the Plan.

93. Notwithstanding anything to the contrary set forth in the Plan, all Distributions on account of Allowed DIP Lender Claims and Allowed Prepetition Lender Claims shall be made by the Plan Administrator or Litigation Trustee, as applicable, to or at the direction of the DIP Agent and Prepetition Agent, as applicable, for further distribution to the DIP Lenders and Prepetition Lenders, as applicable, in accordance with the Plan, the DIP Loan Documents, and Prepetition Loan Documents, as applicable, and shall be deemed completed when made by the Plan Administrator or Litigation Trustee, as applicable, to or at the direction of the DIP Agent and Prepetition Agent, as applicable.

Q. Litigation Trust

94. The form of the Litigation Trust Agreement filed with the Plan Supplement is hereby approved in its entirety, and the Debtors are authorized and directed to execute and to take any action necessary or appropriate to implement, effectuate, or consummate the Litigation Trust Agreement.

95. Other than Retained Causes of Action and Causes of Action against any Entity that are waived, relinquished, exculpated, released, compromised, transferred, or settled pursuant to the Plan, this Confirmation Order, or by another Bankruptcy Court order, on the Effective Date, the Debtors shall transfer and/or assign and shall be deemed to transfer and/or assign to the Litigation Trust all of the Debtors' rights, title and interest in and to all of the Litigation Trust Assets (other than the Committee Professionals Remaining Amount, if any, which shall be funded as provided in Article V.B.2 of the Plan), and in accordance with section 1141 of the Bankruptcy

Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Liens, Claims, and Interests, subject only to the Litigation Trust Interests. The transfer of the Litigation Trust Assets to the Litigation Trust shall not diminish, and fully preserves, the defenses a Debtor would have if such Litigation Trust Assets had been retained by the Debtors.

96. Notwithstanding anything to the contrary in the Litigation Trust Agreement, except for fraud, gross negligence, knowing violation of law, or willful misconduct, of the Litigation Trustee's duties or material breach of the Litigation Trust Agreement, Persons dealing with the Litigation Trustee, or seeking to assert claims against the Litigation Trust, shall only look to the Litigation Trust Assets to satisfy any liability incurred by the Litigation Trustee to such Person in carrying out the terms of the Litigation Trust Agreement, and the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Lenders, and each of their respective professionals, agents, employees, and officers shall have no personal, individual obligation or recourse of any nature or kind whatsoever to satisfy any such liability.

97. Upon the Effective Date of the Plan, the Litigation Trust Assets (other than the Committee Professionals Remaining Amount, if any, which shall be funded as provided in Article V.B.2 of the Plan), including the Litigation Trust Claims, shall be deemed automatically irrevocably transferred to and vest in the Litigation Trust. In connection with the transfer of such assets, any attorney-client privilege, work-product privilege, or other privilege of immunity of any Debtor (but no other person) attaching to any documents or communications (whether written or oral) transferred to the Litigation Trust shall vest in the Litigation Trust and its representatives, and the Plan Administrator and the Litigation Trustee are directed to take all necessary actions to effectuate the transfer of such privileges. To the extent there is overlap of supporting documents, claims, defenses, legal theories or analyses between the Litigation Trust Claims, on the one hand,

and any Causes of Action, defenses, claims or counterclaims retained by, or asserted against, the Wind Down Debtors, on the other hand, the Plan Administrator and the Litigation Trustee shall cooperate with each other pursuant to principles of common interest with respect to privileges. Notwithstanding the foregoing, or anything in the Plan, this Confirmation Order, the Litigation Trust Agreement or any other document, nothing herein shall be deemed to constitute a waiver of any privilege or any shared, joint, or common interest privilege or immunity held by the Debtors or any other person.

98. For the avoidance of doubt, other than with respect to the Litigation Trust Funding Amount, no party, including without limitation the Debtors, the Wind Down Debtors, the DIP Lenders, and the Prepetition Lenders shall have any responsibility to fund the Litigation Trust.

R. Binding Effect

99. On the date of and after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement (including the Plan Administration Agreement and the Litigation Trust Agreement) and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, all holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan, this Confirmation Order, or the Litigation Trust, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim has voted on the Plan.

100. Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders

entered in these Chapter 11 Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending before this Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Wind Down Debtors, their Estates, and their respective successors and assigns.

S. Vesting of Assets in the Wind Down Debtors

101. Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all Remaining Assets shall vest in the Wind Down Debtors free and clear of all Liens, Claims, charges, or other encumbrances; provided that the Remaining Assets shall vest in the Wind Down Debtors subject to the DIP Lender Claims and perfected, unavoidable, and enforceable Liens securing the DIP Lender Claims until (a) the DIP Lender Claims are satisfied in full or (b) there are no longer any Remaining Assets. On and after the Effective Date, except as otherwise provided in the Plan, the Wind Down Debtors may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

T. Appointment of Plan Administrator

102. On the Effective Date, the Plan Administrator shall be appointed, in accordance with the terms of the Plan and the Plan Administration Agreement, without any further action and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders.

U. Release of Liens

103. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens against

the property of any Estates will be fully released, and all of the right, title and interest of any holder of such Liens, including any rights to any collateral thereunder, shall attach to and be enforceable solely against any net proceeds of sales or other liquidation of such assets. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code. The DIP Agent and the Prepetition Agent shall execute and deliver all documents reasonably requested by the Plan Administrator to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Plan Administrator to file UCC-3 termination statements (to the extent applicable) with respect thereto.

V. Injunctions and Automatic Stay

104. Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

W. Cancellation of Existing Securities and Agreements

105. On the Effective Date, unless the Plan Administrator elects to reinstate any Intercompany Interests, all existing Interests in each of the Debtors shall be retired, cancelled, extinguished, and/or discharged in accordance with the terms of the Plan. Except as otherwise provided in the Plan Supplement, on the Effective Date: (1) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or

document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest shall be deemed cancelled, surrendered, and discharged as to the Debtors without any need for further action or approval of the Court or any holder thereof or any other person or entity and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be deemed satisfied in full, released, and discharged without any need for further action or approval of the Court; provided, however, that notwithstanding Confirmation, the occurrence of the Effective Date, or the Third-Party Release, the DIP Loan Documents and Prepetition Loan Documents shall remain in effect solely for the purposes of (1) allowing Holders of Allowed DIP Lender Claims, Prepetition Lender Secured Claims, and Prepetition Lender Deficiency Claims to receive distributions under the Plan; (2) allowing and preserving the rights of the DIP Agent and the Prepetition Agent to make distributions pursuant to the Plan, (3) preserving the rights of the DIP Agent and the Prepetition Agent to compensation and indemnification as against any money or property distributable to Holders of Allowed DIP Lender Claims, Prepetition Lender Secured Claims, and Prepetition Lender Deficiency Claims, (4) permitting the DIP Agent and the Prepetition Agent to enforce any obligation owed to it under the Plan, (5) permitting the DIP Agent and the Prepetition Agent to appear in the Chapter 11 Cases or in any proceeding in the Court or any other court, and (6) permitting the DIP Agent and the Prepetition Agent to perform any functions that are necessary to effectuate the foregoing.

X. Securities Law Exemption

106. Pursuant to section 1145 of the Bankruptcy Code, and as contemplated by Article V.D of the Plan, if the Litigation Trust Interests are deemed to be “securities”, the issuance of the Litigation Trust Interests under the Plan shall be exempt from registration as provided by section 1145 of the Bankruptcy Code and any other applicable law requiring registration of securities. The Litigation Trust shall not be required to file reports with the Securities and Exchange Commission pursuant to section 13 or 15(d) of the Exchange Act on account of any transfer.

Y. Compliance with Tax Requirements

107. Each Holder of an Allowed Claim or Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. In connection with the Plan, to the extent applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation Trustee, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation Trustee, and any applicable withholding agent, as applicable, are authorized to take all actions necessary or appropriate to comply with applicable withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, the Wind Down Debtors, the Plan Administrator, and the Litigation Trustee reserve the right to allocate all distributions

made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances. Except as otherwise provided in the Plan, the aggregate consideration paid to holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of such Allowed Claims, to the unpaid interest, if any, accrued through the Effective Date with respect to such Allowed Claims.

Z. Section 1146 Exemption

108. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan or this Confirmation Order, including the transfer of the Litigation Trust Assets to the Litigation Trust, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

AA. Professional Compensation and Reimbursement Claims

109. Except as otherwise specifically provided in the Plan, the Plan Administration Agreement, the Litigation Trust Agreement, and prior orders of the Court, from and after the Effective Date, the Wind Down Debtors and the Litigation Trust shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Plan Administrator

and the Litigation Trust. In addition, the Wind Down Debtors and the Litigation Trust are authorized to pay any and all professional fees as contemplated by and in accordance with the Plan.

110. All final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Effective Date shall be Filed no later than the Professional Fee Claims Bar Date, which is 45 days after the Effective Date.

BB. Administrative Claims Bar Date

111. Except as otherwise provided in Article II.A of the Plan and except with respect to Administrative Claims that are 503(b)(9) Claims or Professional Fee Claims, Holders of Administrative Claims shall file requests for payment of Administrative Claims and serve such requests on the Wind Down Debtors no later than the Administrative Claims Bar Date, which is 30 days after the Effective Date. Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Wind Down Debtors, their respective Estates, or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Court orders otherwise. Objections to any such requests for payment of Administrative Claims must be filed and served on the Wind Down Debtors and requesting party by the Claims Objection Bar Date.

CC. Nonseverability of Plan Provisions upon Confirmation

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

DD. Waiver or Estoppel

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

EE. Authorization to Consummate

114. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article XI of the Plan. The substantial consummation of the Plan, within the meaning of sections 1101(2) and 1127 of the Bankruptcy Code, is deemed to occur on the Effective Date.

FF. Treatment of Executory Contracts

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

116. Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

117. The Confirmation Order shall constitute an order of the Court under sections 365 and 1123(b) of the Bankruptcy Code approving the rejections described above as of the Effective Date. Unless otherwise indicated, all rejections of Executory Contracts and Unexpired Leases in the Plan will be effective as of the Effective Date.

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

118. Any Claims based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed no later than 11:59 p.m. (prevailing Eastern Time) on the day that is 30 days after the Effective Date. For the avoidance of doubt, nothing in the Plan or this Confirmation Order shall be deemed to modify any other prior deadlines to file a Claim on account of the rejection of Executory Contracts or Unexpired Leases other than pursuant to the Plan and Confirmation Order.

119. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are not filed within such time, unless otherwise ordered by the Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Wind Down Debtors, the Estates, the Litigation Trust, or any property of the foregoing parties, without the need for any objection by the Debtors, the Wind Down Debtors, the Plan Administrator, or Litigation Trustee, as applicable, or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

b. Insurance Policies

120. Insurance Policies shall not be considered Executory Contracts for purposes of Article VI of the Plan. As set forth in Article IV.K of the Plan, all Insurance Policies in effect as of the Effective Date shall remain in full force and effect according to their terms and the coverage obligations of the insurers and third-party administrators under such Insurance Policies shall continue following the Effective Date (including any obligations to pay, defend, and process insured claims).

c. Reservation of Rights

121. Nothing contained in the Plan or Plan Supplement shall constitute an admission by the Debtors that any contract or lease is an Executory Contract or Unexpired Lease or that any Debtor or Wind Down Debtor has any liability thereunder.

GG. Dissolution of the Creditors' Committee

122. Except to the extent provided in the Plan, on the Effective Date, the Creditors' Committee shall dissolve automatically, and the members of the Creditors' Committee and their respective officers, employees, counsel, advisors and agents shall be released and discharged from all rights, duties, and responsibilities arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code; provided, however, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard solely to pursue Professional Fee Claims in accordance with Article II.B of the Plan. Following the completion of the remaining duties of the Creditors' Committee set forth above, the retention or employment of the Creditors' Committee's respective attorneys, accountants and other agents shall terminate. Neither the Wind Down Debtors nor the Plan Administrator shall have any obligation, duty, or responsibility for paying any fees or expenses incurred by the members of or advisors to the

Creditors' Committee after the Effective Date other than fees and expenses related to services rendered prior to the Effective Date that are approved by the Court.

HH. Effect of Non-Occurrence of Conditions to Effective Date

123. If confirmation of the Plan and Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors or any other Entity, including the Holders of Claims; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

II. Waiver of 14-Day Stay

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

JJ. Good Faith

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

KK. Separate Orders

126. This Confirmation Order is and shall be deemed a separate Confirmation Order with respect to each of the Debtors in each Debtor's separate Chapter 11 Case for all purposes.

LL. Post-Confirmation Modification of the Plan

127. The Debtors are authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Article XII.A of the Plan, without further order of this Court; provided that any such modification shall be acceptable to (a) the Lenders and (b) the Creditors' Committee with respect to any modification that materially affects the Creditors' Committee Settlement or treatment of General Unsecured Claims under the Plan.

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

128. Upon satisfaction or waiver of all conditions precedent to the Effective Date in Article XI.B of the Plan, the Wind Down Debtors shall file notice of the entry of the Confirmation Order and the Effective Date with this Court and shall serve or cause to be served a notice substantially in the form annexed hereto as Exhibit C (the "Effective Date Notice") upon all parties that received notice of the Combined Hearing. The form of Effective Date Notice is hereby approved. Service of the Effective Date Notice as provided herein shall be good and sufficient notice of the entry of the Confirmation Order and the occurrence of the Effective Date under the Bankruptcy Rules, including Bankruptcy Rule 3020(c)(2).

NN. Final Order

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

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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Debtors in Possession*

Exhibit A

The Plan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**SECOND AMENDED CHAPTER 11 PLAN OF LIQUIDATION
OF AFH AIR PROS, LLC AND ITS DEBTOR AFFILIATES**

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST.

YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE PRIOR TO THE CONFIRMATION OF THIS PLAN BY THE BANKRUPTCY COURT.

THIS PLAN IS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES.

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¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW	1
A. Defined Terms.....	1
B. Rules of Interpretation.....	16
C. Computation of Time	17
D. Governing Law.....	17
E. Reference to Monetary Figures	17
F. Controlling Document.....	17
ARTICLE II. ADMINISTRATIVE CLAIMS, DIP LENDER CLAIMS, AND PRIORITY TAX CLAIMS.....	18
A. Administrative Claims	18
B. Professional Compensation.....	18
C. DIP Lender Claims.....	20
D. Priority Tax Claims	20
E. Statutory Fees.....	20
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS AND EXPECTED RECOVERIES	21
A. Summary of Classification.....	21
B. Treatment of Claims and Interests	21
C. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code	24
D. Elimination of Vacant Classes	24
E. Voting Classes; Presumed Acceptance by Non-Voting Classes.....	24
F. Subordinated Claims and Interests.....	24
ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN.....	25
A. Plan Administrator	25
B. Fee and Expenses of the Plan Administrator	25
C. Wind Down	25
D. Vesting of Assets	26
E. Preservation of Causes of Action.....	26
F. Dissolution of the Wind Down Debtors.....	27
G. Cancellation of Claims and Interests in the Debtors.....	27

H.	Creditors' Committee Settlement.....	28
I.	Effectuating Documents; Further Transactions	28
J.	Deemed Substantive Consolidation	28
K.	Insurance Policies.....	29
L.	Exemption From Certain Transfer Taxes and Fees.....	29
M.	Final Decree	29
ARTICLE V. THE LITIGATION TRUST.....		29
A.	Creation of the Litigation Trust.....	29
B.	Transfer of Litigation Trust Assets to the Litigation Trust.....	30
C.	Administration of the Litigation Trust	32
D.	No Registration of Beneficial Interests in Litigation Trust.....	34
ARTICLE VI. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES		35
A.	Assumption and Rejection of Executory Contracts and Unexpired Leases.....	35
B.	Claims Based on Rejection of Executory Contracts or Unexpired Leases	35
C.	Insurance Policies.....	36
ARTICLE VII. RESERVES		36
A.	Establishment of Reserve Accounts.....	36
B.	Undeliverable Distribution Reserve.....	36
C.	Wind Down Expense Fund	37
D.	Litigation Trust Expense Fund.....	38
E.	Disputed Unsecured Claims Reserve	38
ARTICLE VIII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS		39
A.	Allowance of Claims.....	39
B.	Claims Administration Responsibilities.....	39
C.	Estimation of Claims.....	39
D.	Adjustment to Claims Without Objection.....	40
E.	Time to File Objections to Claims	40
F.	Disallowance of Claims	40
G.	Amendments to Claims	41
H.	No Postpetition Interest on Claims	41
ARTICLE IX. PROVISION GOVERNING DISTRIBUTIONS		41

A.	Timing and Calculation of Amounts to Be Distributed	41
B.	Delivery of Distributions and Undeliverable or Unclaimed Distributions.....	41
C.	Tax Issues and Compliance with Tax Requirements	42
D.	Allocations	43
E.	Setoffs and Recoupment	43
F.	No Distributions Pending Allowance.....	43
G.	Distributions After Allowance	43
H.	Claims Paid or Payable by Third Parties.....	44
ARTICLE X. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS.....		45
A.	Term of Injunctions or Stays.....	45
B.	Release of Liens	45
C.	Debtor Release	45
D.	Release by Holders of Claims or Interests	46
E.	Exculpation	47
F.	Non-Discharge of the Debtors; Injunction.....	48
G.	Subordination Rights.....	48
ARTICLE XI. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE.....		49
A.	Conditions Precedent to Confirmation.....	49
B.	Conditions Precedent to the Effective Date	49
C.	Waiver of Conditions	50
D.	Substantial Consummation.....	50
ARTICLE XII. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN.....		50
A.	Modification and Amendments.....	50
B.	Effect of Confirmation on Modifications.....	50
C.	Revocation or Withdrawal of the Plan	51
ARTICLE XIII. RETENTION OF JURISDICTION		51
ARTICLE XIV. MISCELLANEOUS PROVISIONS		53
A.	Immediate Binding Effect.....	53
B.	Additional Documents	53
C.	Dissolution of the Creditors' Committee	53

D.	Termination of the Claims and Noticing Agent.....	54
E.	Termination and Discharge of the CPO	54
F.	Reservation of Rights	54
G.	Successors and Assigns.....	55
H.	Service of Documents	55
I.	Entire Agreement	55
J.	Exhibits	55
K.	Nonseverability of the Plan Provisions	55
L.	Votes Solicited in Good Faith	56
M.	Waiver and Estoppel.	56

INTRODUCTION

AFH Air Pros, LLC and its debtor affiliates, as debtors and debtors in possession, propose this chapter 11 plan of liquidation, as amended and supplemented from time to time, for the resolution of outstanding Claims against, and Interests in, the Debtors. Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof.

In accordance with the Plan Administration Agreement and the Litigation Trust Agreement, as applicable, and the provisions set forth herein, (a) the Litigation Trustee will pursue prosecution and recovery of the Litigation Trust Claims, review and reconcile applicable Claims of Litigation Trust Beneficiaries (in accordance with the terms herein and of the Litigation Trust Agreement), and make distributions from the proceeds of the Litigation Trust Assets to the Litigation Trust Beneficiaries, and (b) the Plan Administrator will make distributions to Holders of certain Allowed Claims, consistent with the priority of claim provisions of the Bankruptcy Code, with proceeds of the Remaining Assets of the Debtors' Estates.

Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, and historical financial information, as well as a summary and description of the Plan and related sale process. ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN, TO THE EXTENT APPLICABLE.

The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. The Plan contemplates and is predicated upon the deemed substantive consolidation of the Estates for voting, confirmation, and distribution purposes. The Plan also implements a settlement among the Debtors, the Lenders, and the Creditors' Committee.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

As used in this Plan, capitalized terms have the meanings set forth below.

1. “*503(b)(9) Claims*” means Claims arising under section 503(b)(9) of the Bankruptcy Code against one or more of the Debtors that were to be Filed against one or more of the Debtors on or before the General Bar Date.

2. “*Acquired Business Units*” means the business units acquired by the Debtors prior to the Petition Date, including, but not limited to, Hansen, CM Heating, East Coast Mechanical, Air Force, Dallas Plumbing, One Source, Doug's, Dream Team, Davie (Universal Restoration), and Boca.

3. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Debtors' Estates pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the

Petition Date and through the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Professional Fee Claims; (c) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code; and (d) all 503(b)(9) Claims.

4. "*Administrative Claims Bar Date*" means the deadline for Filing requests for payment of Administrative Claims (other than 503(b)(9) Claims, which are subject to the General Bar Date pursuant to the Bar Date Order or Professional Fee Claims, which are subject to the Professional Fee Claims Bar Date), which shall be 30 days after the Effective Date.

5. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "*Air Pros Legacy Asset Purchase Agreement*" or "*Air Pros Legacy APA*" means that certain Asset Purchase Agreement dated as of March 6, 2025, as subsequently amended, modified, or supplemented, by and among Solutions, Air Pros, LLC, Air Pros West LLC, Air Pros Boca LLC, and the Air Pros Legacy Buyer, pursuant to which the Air Pros Legacy Buyer acquired the Air Pros legacy business unit of the Debtors.

7. "*Air Pros Legacy Buyer*" means Air Today Holdings L.L.C., as buyer under the Air Pros Legacy APA.

8. "*Air Pros Legacy Sale Order*" means the order entered by the Bankruptcy Court on May 19, 2025, approving the sale of the Air Pros Legacy business unit of the Debtors to the Air Pros Legacy Buyer pursuant to the Air Pros Legacy APA [Docket No. 392].

9. "*Allowed*" means with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court, a Proof of Claim is not or shall not be required to be Filed); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order; provided, that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or if such an objection is so interposed, such Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court unless otherwise ordered by the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes. For the avoidance of doubt, a Proof of Claim Filed after the applicable Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. "*Allow*" and "*Allowing*" shall have correlative meanings.

10. “*Approved Budget*” has the meaning as set forth in the DIP Order.
11. “*Asset Purchase Agreements*” means, collectively, (i) the Air Pros Legacy Asset Purchase Agreement, (ii) the CM/Air Force Asset Purchase Agreement, (iii) the Dallas Plumbing Asset Purchase Agreement, (iv) the Doug’s/Dream Team/Hansen Asset Purchase Agreement, (v) the ECM Asset Purchase Agreement, and (vi) the One Source Asset Purchase Agreement.
12. “*Assets*” means all tangible and intangible assets of every kind and nature of the Debtors and their Estates within the meaning of section 541 of the Bankruptcy Code.
13. “*Assigned Causes of Action*” means the Causes of Action of the Debtors or their Estates identified and described on the Schedule of Assigned Causes of Action to be filed with the Plan Supplement, which Assigned Causes of Action shall include, and are not limited to, certain Avoidance Actions and commercial tort claims of the Debtors or their Estates; provided that Assigned Causes of Action shall not include any Causes of Action against any Released Party.
14. “*Avoidance Actions*” means any and all actual or potential avoidance, recovery, subordination, or other claims, actions, or remedies which any of the Debtors, the debtors in possession, the Estates, or other appropriate parties in interest have asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law.
15. “*Ballot*” means “Ballot” as defined in the Solicitation Procedures Order.
16. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time, as applicable to the Chapter 11 Cases.
17. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Northern District of Georgia, Newnan Division, having jurisdiction over the Chapter 11 Cases.
18. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, each as amended from time to time.
19. “*Bar Date*” means, as applicable, the General Bar Date, the Governmental Bar Date, the Administrative Claims Bar Date, the Professional Fee Claims Bar Date, and any other deadline established by the Court to file Proofs of Claim against the Debtors.
20. “*Bar Date Order*” means the *Order (I) Fixing Deadlines for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Hereof* entered by the Bankruptcy Court on April 29, 2025 [Docket No. 283].
21. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).
22. “*Cash*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

23. “*Causes of Action*” means any Claims, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, in tort, law, equity, or otherwise, including (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code, including, for the avoidance of doubt, Avoidance Actions; and (d) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

24. “*Chapter 11 Cases*” means, when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and when used with reference to all Debtors, the procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

25. “*Claim*” means any “claim” as defined in section 101(5) of the Bankruptcy Code.

26. “*Claims and Noticing Agent*” means Kurtzman Carson Consultants, LLC d/b/a Verita Global, or any successor appointed by the Bankruptcy Court.

27. “*Claims Objection Bar Date*” means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) 365 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by order of the Bankruptcy Court for objecting to Claims.

28. “*Claims Register*” means the official register of Claims maintained by the Claims and Noticing Agent.

29. “*Class*” means a category of Claims or Interests under section 1122(a) of the Bankruptcy Code.

30. “*CM/Air Force Asset Purchase Agreement*” or “*CM/Air Force APA*” means that certain Asset Purchase Agreement of March 18, 2025, as subsequently amended, modified, or supplemented, by and among Solutions, Air Pros Atlanta, LLC, CM Air Pros, LLC, Air Pros Washington, LLP, AFH Air Pros, LLC, and the CM/Air Force Buyer, pursuant to which the CM/Air Force Buyer acquired the CM Heating & Cooling and Air Force Heating & Air business units of the Debtors.

31. “*CM/Air Force Buyer*” means Reliance US Holdings II Inc., as buyer under the CM/Air Force APA.

32. “*CM/Air Force Sale Order*” means the order entered by the Bankruptcy Court on May 19, 2025, approving the sale of the CM Heating & Cooling and Air Force Heating & Air business units of the Debtors to the CM/Air Force Buyer pursuant to the CM/Air Force APA [Docket No. 388].

33. “*Combined Hearing*” means the combined hearing before the Bankruptcy Court to consider both (i) final approval of the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and (ii) confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

34. “*Committee Professionals DIP Budget Amount*” means the aggregate amount budgeted in the Approved Budget for the Creditors’ Committee Professionals, which amount is \$850,000.

35. “*Committee Professionals Excess Amount*” means the amount by which the aggregate amount of all Allowed Professional Fee Claims of Creditors’ Committee Professionals exceeds the Committee Professionals DIP Budget Amount.

36. “*Committee Professionals Remaining Amount*” means the difference between (i) the Committee Professionals DIP Budget Amount and (ii) the aggregate amount of all Allowed Professional Fee Claims of Creditors’ Committee Professionals.

37. “*Complex Case Procedures*” means the Procedures for Complex Chapter 11 Cases as established by and set forth in the Second Amended and Restated General Order 26-2019, dated February 6, 2023.

38. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

39. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to, among others, section 1129 of the Bankruptcy Code.

40. “*Consummation*” means the occurrence of the Effective Date.

41. “*Contingent Claim*” means any contingent or unliquidated Claim asserted or which may be asserted against the Debtors.

42. “*CPO*” means Luis Salazar, the appointed consumer privacy ombudsman in these Chapter 11 Cases [Docket No. 243].

43. “*Creditors’ Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code [Docket No. 111], as such committee may be reconstituted from time to time.

44. “*Creditors’ Committee Professionals*” means Professionals retained by the Creditors’ Committee.

45. “*Creditors’ Committee Settlement*” means the settlement among the Debtors, the Lenders, and the Creditors’ Committee, described in more detail in Article VI.J of the Disclosure Statement and implemented pursuant to the terms of the Plan.

46. “*D&O Liability Insurance Policies*” means all insurance policies (including any renewal or “tail policy”) of any of the Debtors for current or former directors’, managers’, and officers’ liability.

47. “*Dallas Plumbing Asset Purchase Agreement*” or “*Dallas Plumbing APA*” means that certain Asset Purchase Agreement of March 14, 2025, as subsequently amended, modified, or supplemented, by and among Solutions, Dallas Plumbing Air Pros, LLC, and the Dallas Plumbing Buyer, pursuant to which the Dallas Plumbing Buyer acquired the Dallas Plumbing business unit of the Debtors.

48. “*Dallas Plumbing Buyer*” means Columbia Home Services, LLC, as buyer under the Dallas Plumbing APA.

49. “*Dallas Plumbing Sale Order*” means the order entered by the Bankruptcy Court on May 19, 2025, approving the sale of the Dallas Plumbing business unit of the Debtors to the Dallas Plumbing Buyer pursuant to the Dallas Plumbing APA [Docket No. 389].

50. “*Debtors*” means, collectively, the debtors and debtors in possession in the Chapter 11 Cases.

51. “*Designated Causes of Action*” means the following Causes of Action: (i) breach of fiduciary duty, (ii) aiding and abetting breach of fiduciary duty, (iii) breach of contract, (iv) corporate waste, (v) abuse of control, (vi) gross mismanagement, (vii) willful misconduct, (viii) fraud, (ix) aiding and abetting fraud, (x) actual fraudulent transfer, (xi) constructive fraudulent transfer, (xii) preferential transfer, (xiii) negligent misrepresentation, (xiv) conversion, (xv) unlawful stock redemption and dividends, (xvi) unjust enrichment, (xvii) conspiracy, (xviii) equitable subordination, (xix) recharacterization, and (xx) any Cause of Action arising from the same core of operative facts as delineated in (i) through (xix).

52. “*DIP Agent*” means Alter Domus (US) LLC, in its capacity as disbursing agent and collateral agent under the DIP Credit Facility.

53. “*DIP Credit Agreement*” means that certain Senior Secured Priming and Superpriority Debtor-in-Possession Credit Agreement, dated as of March 18, 2025, by and among the Debtors, the DIP Agent, and the DIP Lenders, as it may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms and the terms of the DIP Order.

54. “*DIP Credit Facility*” means the senior secured priming and superpriority debtor-in-possession credit facility provided by the DIP Lenders to the Debtors under the terms of the DIP Loan Documents and DIP Order.

55. “*DIP Lender Claims*” means all Claims held by any DIP Lender or the DIP Agent derived from, based upon, relating to, or secured pursuant to the terms of, the DIP Credit Facility, the DIP Loan Documents, or the DIP Order, which claims are deemed Allowed.

56. “*DIP Lenders*” means, collectively, the lenders from time to time that are party to the DIP Credit Agreement.

57. “*DIP Loan Documents*” means the DIP Credit Agreement together with the schedules and exhibits attached thereto and all agreements, documents, instruments, and amendment executed and delivered in connection therewith, including the “Loan Documents” as defined in the DIP Credit Agreement.

58. “*DIP Order*” means the *Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, and (E) Granting Related Relief* [Docket No. 255].

59. “*Disallowed*” means, with respect to any Claim, a Claim or any portion thereof that: (a) has been disallowed by a Final Order; (b) is listed on the Schedules as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or otherwise deemed timely Filed under applicable law or the Plan; (c) is not listed on the Schedules and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or otherwise deemed timely Filed under applicable law or the Plan; (d) has been withdrawn by agreement of the applicable Debtor and the Holder thereof; or (e) has been withdrawn by the Holder thereof.

60. “*Disclosure Statement*” means the *Disclosure Statement for the Chapter 11 Plan of AFH Air Pros, LLC and its Debtor Affiliates*, including all exhibits and schedules thereto, as approved on an interim basis by the Solicitation Procedures Order.

61. “*Disputed*” means a Claim that is not yet Allowed or Disallowed.

62. “*Disputed Unsecured Claims Reserve*” means a reserve account with respect to Disputed General Unsecured Claims to be established and funded by the Litigation Trustee pursuant to the Plan and the Litigation Trust Agreement.

63. “*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Effective Date or such other date as designated in the Confirmation Order.

64. “*Doug’s/Dream Team/Hansen Asset Purchase Agreement*” or “*Doug’s/Dream Team/Hansen APA*” means that certain Asset Purchase Agreement dated as of March 13, 2025, as subsequently amended, modified, or supplemented, by and among Solutions, Doug’s Service Air Pros, LLC, Dream Team Air Pros, LLC, Hansen Air Pros, LLC, and the Doug’s/Dream Team/Hansen Buyer, pursuant to which the Doug’s/Dream Team/Hansen Buyer acquired the Doug’s Service Company, Dream Team Heating & Air, and Hansen Super Techs business units of the Debtors.

65. “*Doug’s/Dream Team/Hansen Buyer*” means collectively Buddy’s Heating & Cooling, L.L.C., Southern Air of Thibodaux, LLC, and Hansen Super Techs, LLC, as buyers under the Doug’s/Dream Team/Hansen APA.

66. “*Doug’s/Dream Team/Hansen Sale Order*” means the order entered by the Bankruptcy Court on May 19, 2025, approving the sale of Doug’s Service Company, Dream Team Heating & Air, and Hansen Super Techs business units of the Debtors to the Doug’s/Dream Team/Hansen Buyer pursuant to the Doug’s/Dream Team/Hansen APA [Docket No. 393].

67. “*ECM Asset Purchase Agreement*” or “*ECM APA*” means that certain Asset Purchase Agreement dated as of March 16, 2025, as subsequently amended, modified, or supplemented, by and among Solutions, East Coast Mechanical, LLC, and the ECM Buyer, pursuant to which the ECM Buyer acquired the East Coast Mechanical business unit of the Debtors.

68. “*ECM Buyer*” means East Coast Mechanical Home Services, LLC, as buyer under the ECM APA.

69. “*ECM Sale Order*” means the order entered by the Bankruptcy Court on May 19, 2025, approving the sale of the East Coast Mechanical business unit of the Debtors to the ECM Buyer pursuant to the ECM APA [Docket No. 391].

70. “*Effective Date*” means, with respect to the Plan, the date that is the first Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article XI.B have been satisfied or waived (in accordance with Article XI.C); and (c) the Plan is declared effective.

71. “*Entity*” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

72. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

73. “*Exculpated Parties*” means, collectively, and in each case in its capacity as such: (a) the Debtors, (b) the Released Debtor D&Os, (c) the Debtors’ Professionals retained in these Chapter 11 Cases, (d) the Creditors’ Committee, the members of the Creditors’ Committee in their capacity as such, the individuals representing such members, in their capacity as such, (e) the Creditors’ Committee Professionals, and (f) the CPO.

74. “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

75. “*Federal Judgment Rate*” means the interest rate provided under 28 U.S.C. § 1961(a), calculated as of the Petition Date, compounded annually.

76. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or proof of Interest, the Claims and Noticing Agent.

77. “*Final Order*” means (i) an order or judgment of the Bankruptcy Court, as entered on the docket in any Chapter 11 Case (or any related adversary proceeding or contested matter) or the docket of any other court of competent jurisdiction, or (ii) an order or judgment of any other

court having jurisdiction over any appeal from (or petition seeking certiorari or other review of) any order or judgment entered by the Bankruptcy Court (or any other court of competent jurisdiction, including in an appeal taken) in any Chapter 11 Case (or in any related adversary proceeding or contested matter), in each case that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Rules, may be Filed relating to such order shall not prevent such order from being a Final Order.

78. “*General Bar Date*” means the deadline for persons or entities, other than Governmental Units, to file Proofs of Claim against the Debtors on account of Claims arising, or deemed to have arisen, prior to the Petition Date, including, for the avoidance of doubt, 503(b)(9) Claims, which deadline was established by the Bar Date Order as June 23, 2025 at 11:59 p.m. (prevailing Eastern Time).

79. “*General Unsecured Claim*” means any Claim other than (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a DIP Lender Claim, (d) an Other Priority Claim, (e) an Other Secured Claim, (f) a Prepetition Lender Secured Claim, (g) a Subordinated Claim, or (h) an Intercompany Claim. For the avoidance of doubt, the Prepetition Lender Deficiency Claim shall be, and shall be deemed to be, included as a General Unsecured Claim.

80. “*Governmental Bar Date*” means the deadline for Governmental Units to file Proofs of Claim against the Debtors on account of Claims arising, or deemed to have arisen, prior to the Petition Date, which deadline was established by the Bar Date Order as September 12, 2025 at 11:59 p.m. (prevailing Eastern Time).

81. “*Governmental Unit*” shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

82. “*Holder*” means any Person holding a Claim or Interest.

83. “*Holdings*” means Air Pros Solutions Holdings, LLC.

84. “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

85. “*Initial Litigation Trust Funding Cash Amount*” means Cash in the amount of \$1,000,000.

86. “*Insurance Policies*” mean all insurance policies that have been issued at any time to, or provide coverage to, any of the Debtors, and all agreements, documents, or instruments relating thereto.

87. “*Intercompany Claim*” means any Claim held by a Debtor against another Debtor.
88. “*Intercompany Interest*” means an Interest in one Debtor held by another Debtor.
89. “*Interest*” means any equity security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor, including any rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.
90. “*IRS*” means the Internal Revenue Service.
91. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as amended from time to time, as applicable to the Chapter 11 Cases.
92. “*Lenders*” means, collectively, the Prepetition Lenders and the DIP Lenders.
93. “*Lien*” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.
94. “*Litigation Trust*” means a Litigation Trust, of which the Litigation Trustee shall serve as trustee, established on the Effective Date for the benefit of the Litigation Trust Beneficiaries pursuant to the terms of the Litigation Trust Agreement and the Plan.
95. “*Litigation Trust Agreement*” means the agreement, effective as of the Effective Date, that establishes the Litigation Trust and governs the powers, duties, and responsibilities of the Litigation Trustee, on terms materially consistent with the Plan, filed as part of the Plan Supplement, as may be amended, modified, or supplemented from time to time, which shall be consistent with the Creditors’ Committee Settlement and on terms acceptable to the Debtors, the Lenders, and the Creditors’ Committee.
96. “*Litigation Trust Assets*” means (a) the Litigation Trust Claims and the proceeds thereof, and (b) the Litigation Trust Funding Amount.
97. “*Litigation Trust Beneficiaries*” means the Holders of Litigation Trust Interests.
98. “*Litigation Trust Claims*” means, to the extent not otherwise transferred to a buyer pursuant to the Sale Orders or Asset Purchase Agreements or released in the Chapter 11 Cases, (i) the Designated Causes of Action that the Debtors or their Estates may have against the Non-Released Debtor D&Os and any other Person that is not a Released Party; and (ii) the Assigned Causes of Action. Notwithstanding the foregoing and for the avoidance of doubt, Litigation Trust Claims shall not include (x) any Cause of Action against any Released Party or (y) any Retained Cause of Action.
99. “*Litigation Trust Expense Fund*” has the meaning set forth in Article VII.D.
100. “*Litigation Trust Expenses*” has the meaning set forth in Article VII.D.

101. “*Litigation Trust Funding Amount*” means Cash in the total amount of (i) the Initial Litigation Trust Funding Cash Amount plus (ii) the Committee Professionals Remaining Amount.

102. “*Litigation Trust Interests*” means, collectively, the non-certified beneficial interests in the Litigation Trust distributed to the Litigation Trust Beneficiaries in accordance with Article III.B and subject to the terms and conditions of the Litigation Trust Agreement and the Plan.

103. “*Litigation Trust Proceeds Waterfall*” means the following priority of distributions of any proceeds recovered from the successful prosecution or settlement of any Litigation Trust Claims: (a) first, to pay Litigation Trust Expenses in excess of the budgeted Litigation Trust Expenses, to the extent such excess amounts are approved in accordance with the Litigation Trust Agreement; and (b) second, on a pro rata basis to the Holders of the Litigation Trust Interests.

104. “*Litigation Trustee*” means, in its capacity as such, the Person or Entity designated by the Creditors’ Committee, and reasonably acceptable to the Prepetition Lenders and the Debtors, to serve as the trustee of the Litigation Trust, and any successor thereto in accordance with the Litigation Trust Agreement. The Litigation Trustee shall be identified in the Plan Supplement.

105. “*Local Rules*” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Georgia.

106. “*Non-Released Debtor D&Os*” means any and all current and former directors and officers of the Debtors, other than the Released Debtor D&Os. For the avoidance of doubt, the Non-Released Debtor D&Os shall include, without limitation, Anthony Douglas Perera.

107. “*OCP Order*” means the *Order Authorizing the Retention and Payment of Professionals Utilized by the Debtors in the Ordinary Course of Business* entered by the Bankruptcy Court on April 18, 2025 [Docket No. 224].

108. “*One Source Asset Purchase Agreement*” or “*One Source APA*” means that certain Asset Purchase Agreement dated as of March 16, 2025, as subsequently amended, modified, or supplemented, by and among Solutions, Air Pros One Source, LLC, and the One Source Buyer, pursuant to which the One Source Buyer acquired the One Source Home Service business unit of the Debtors.

109. “*One Source Buyer*” means Any Hour LLC, as buyer under the One Source APA.

110. “*One Source Sale Order*” means the order entered by the Bankruptcy Court on May 19, 2025, approving the sale of the One Source Home Service business unit of the Debtors to the One Source Buyer pursuant to the One Source APA [Docket No. 390].

111. “*Ordinary Course Professional*” shall have the meaning ascribed to such term in the OCP Order.

112. “*Other Priority Claim*” means any Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, to the extent such Claim has not already been paid during the Chapter 11 Cases, other than: (a) an Administrative Claim; or (b) a Priority Tax Claim.

113. “*Other Secured Claim*” means any Secured Claim other than a DIP Lender Claim and a Prepetition Lender Secured Claim.

114. “*Person*” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

115. “*Petition Date*” means March 16, 2025, the date on which the Debtors commenced the Chapter 11 Cases.

116. “*Plan*” means this plan, as it may be amended, modified or supplemented from time to time, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto.

117. “*Plan Administration Agreement*” means the agreement, substantially in the form to be included in the Plan Supplement, as it may be subsequently modified from time to time, governing the powers, duties, and responsibilities of the Plan Administrator on terms materially consistent with the Plan.

118. “*Plan Administrator*” means the Person jointly designated by the Debtors and the Lenders to serve as the Plan Administrator under the Plan, who is the designated representative of the Wind Down Debtors on and after the Effective Date and charged with overseeing the tasks outlined in Article IV of the Plan and the Plan Administration Agreement. The Plan Administrator shall be identified in the Plan Supplement.

119. “*Plan Documents*” means all documents, forms of documents, schedules, and exhibits to this Plan (including the Plan Supplement) to be executed, delivered, assumed, or performed in conjunction with Consummation of the Plan on the Effective Date.

120. “*Plan Supplement*” means the compilation of all Plan Documents to be entered into as of the Effective Date and which, if not attached to the Plan, will be filed with the Bankruptcy Court not later than 10 calendar days prior to the Voting Deadline. The Plan Supplement shall comprise, among other documents, the following, as applicable: (a) identity and compensation of the Plan Administrator; (b) identity and compensation of the Litigation Trustee; (c) the Plan Administration Agreement; (d) the Litigation Trust Agreement; (e) the Schedule of Assigned Causes of Action; (f) the disclosure of the Wind Down Cash Amount; and (g) any and all other documentation necessary to effectuate the Plan or that is contemplated by the Plan. The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date in accordance with Article XII.

121. “*Prepetition Agent*” means Alter Domus (US) LLC, in its capacity as disbursing agent and collateral agent under the Prepetition Loan Documents.

122. “*Prepetition Collateral*” means the Collateral (as defined in the Prepetition Loan Documents), which Prepetition Collateral constitutes substantially all of each Debtor’s assets.

123. “*Prepetition Credit Agreement*” means that certain Credit Agreement dated as of October 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time) by and among Holdings, as a guarantor, Air Pros Solutions, LLC, as the borrower, the Prepetition Agent, and the Prepetition Lenders.

124. “*Prepetition Lender Claim*” means all Claims arising from, under, or in connection with the Prepetition Loan Documents.

125. “*Prepetition Lender Deficiency Claim*” means (a) the portion of a Prepetition Lender Claim that exceeds the amount of the corresponding Prepetition Lender Secured Claim and (b) any portion of a DIP Lender Claim that a Holder thereof agrees to have treated as a Prepetition Lender Deficiency Claim.

126. “*Prepetition Lender Secured Claim*” means the portion of a Prepetition Lender Claim that is Secured.

127. “*Prepetition Lender Secured Claim Allowed Amount*” means the aggregate Allowed amount of the Prepetition Lender Secured Claims.

128. “*Prepetition Lenders*” mean the lenders from time-to-time party to the Prepetition Credit Agreement.

129. “*Prepetition Loan Documents*” means, collectively, the Prepetition Credit Agreement, that certain Guarantee and Collateral Agreement, dated as of October 31, 2022 (as amended, restated, supplemented, or modified from time to time), by and among the Debtors and the Prepetition Agent, and all other agreements executed or delivered in connection therewith, and all other “Loan Documents” as defined in the Prepetition Credit Agreement, each as amended, restated, supplemented, or otherwise modified from time to time.

130. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

131. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

132. “*Professional*” means an Entity employed pursuant to a Bankruptcy Court order in accordance with sections 327, 328 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code.

133. “*Professional Fee Claims*” means all Administrative Claims for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Effective Date.

134. “*Professional Fee Claims Bar Date*” means the deadline for Filing requests for payment of Professional Fee Claims, which shall be 45 days after the Effective Date.

135. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors on or prior to the Effective Date in an amount equal to the total Professional Fee Reserve Amount.

136. “*Professional Fee Reserve Amount*” means (i) the aggregate amount of unpaid Professional Fee Claims that the Debtors’ Professional estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimate the Debtors’ Professionals shall deliver to the Debtors as set forth in Article II.B.3, plus (ii) the Committee Professionals DIP Budget Amount, minus (iii) the amount of Professional Fee Claims of Creditors’ Committee Professionals that have already been paid as of the Effective Date.

137. “*Proof of Claim*” means a proof of Claim Filed in the Chapter 11 Cases.

138. “*Released Debtor D&Os*” means (a) Lawrence Hirsh, (b) Andrew D.J. Hede, and (c) Brian Smith.

139. “*Released Party*” means each of the following, solely in its capacity as such: (a) the DIP Agent; (b) the DIP Lenders; (c) the Prepetition Agent; (d) the Prepetition Lenders; (e) the CPO; (f) the Released Debtor D&Os; and (g) the Debtors’ Professionals retained in these Chapter 11 Cases; (i) with respect to the Entities in the foregoing clauses (a) through (g), each such Entity’s current and former Affiliates, and such Entities’ and their current and former Affiliates’ current and former directors, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; provided that any Holder of a Claim that opts out of the Third-Party Releases contained in the Plan and any Holder of a Claim or Interest that is not a Releasing Party shall not be a “Released Party”. For the avoidance of doubt, the Non-Released Debtor D&Os shall not be Released Parties.

140. “*Releasing Party*” means each of the following, solely in its capacity as such: (a) the Debtors; (b) the Estate; (c) the DIP Agent; (d) the DIP Lenders; (e) the Prepetition Agent; (f) the Prepetition Lenders; (g) the CPO; (h) with respect to each of the foregoing entities in clauses (a) through (g), such entity’s respective current and former Affiliates, and each of such entity’s, and such entity’s current and former Affiliates’, current and former equity holders (regardless of whether such interests are held directly or indirectly), subsidiaries, officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; (i) all Holders of Claims and Interests that vote to accept the Plan; (j) all Holders of Claims and Interests that are deemed to accept the Plan and do not opt out of the Third-Party Release; (k) all Holders of Claims and Interests in voting classes that abstain from voting on the Plan and do not opt out of the Third-Party Release; (l) all Holders of Claims and Interests that vote, or are deemed, to reject the Plan and do not opt out of the Third-Party Release; (m) each Holder of an unclassified Claim who does not object to the Third-Party Release; and (n) all other Holders of Claims and Interests to the maximum extent permitted by law.

141. “*Remaining Assets*” means all Assets of the Wind Down Estates that are not Litigation Trust Assets.

142. “*Remaining Assets Net Proceeds*” means the proceeds from the liquidation of the Remaining Assets after payment or reservation for: (a) DIP Lender Claims, (b) Allowed Professional Fee Claims, including the Professional Fee Reserve Amount, but excluding any Committee Professionals Excess Amount, (c) Allowed Administrative Claims (other than Allowed Professional Fee Claims), (d) Allowed Other Priority Claims, (e) Allowed Other Secured Claims; (f) Allowed Priority Tax Claims; and (g) Wind Down Expenses.

143. “*Reserve Accounts*” means any reserve account established pursuant to the Plan, including Undeliverable Distribution Reserve, the Wind Down Expense Fund, the Litigation Trust Expense Fund, and the Disputed Unsecured Claims Reserve.

144. “*Retained Causes of Action*” means all Causes of Action of the Debtors or their Estates related to, concerning, or arising from any of the Remaining Assets that are not otherwise released hereunder.

145. “*Sale Orders*” means, collectively, (i) the Air Pros Legacy Sale Order, (ii) the CM/Air Force Sale Order, (iii) the Dallas Plumbing Sale Order, (iv) the Doug’s/Dream Team/Hansen Sale Order, (v) the ECM Sale Order, and (vi) the One Source Sale Order.

146. “*Secured*” means when referring to a Claim: (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, enforceable, and unavoidable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the applicable Holder’s interest in the applicable Debtor’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a secured claim.

147. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder, as amended from time to time.

148. “*Solicitation Procedures Order*” means the Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines entered by the Bankruptcy Court on June 24, 2025.

149. “*Statutory Fees*” means any fees due and payable pursuant to 28 U.S.C. § 1930, together with the statutory rate of interest set forth in section 3717 of Title 31 of the United States Code to the extent applicable.

150. “*Subordinated Claim*” means a Claim of the type described in and subject to subordination pursuant to section 510(b) of the Bankruptcy Code.

151. “*U.S. Trustee*” means the Office of the United States Trustee for the Northern District of Georgia and the United States Trustee for Region 21.

152. “*Undeliverable Distribution Reserve*” has the meaning set forth in Article VII.B.

153. “*Unexpired Lease*” means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

154. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that are unimpaired within the meaning of section 1124 of the Bankruptcy Code, including through payment in full in Cash.

155. “*Voting Deadline*” means July 28, 2025 at 4:00 p.m. (prevailing Eastern Time).

156. “*Wind Down*” means, following the Effective Date, the process to sell, abandon, wind down, dissolve, liquidate, or distribute the Remaining Assets in accordance with the Plan.

157. “*Wind Down Cash Amount*” means Cash to be used by the Plan Administrator to fund the Wind Down Expense Fund, which amount shall be set forth in the Plan Supplement.

158. “*Wind Down Debtors*” means the Debtors on and after the Effective Date.

159. “*Wind Down Estates*” means the Estates on and after the Effective Date.

160. “*Wind Down Expense Fund*” has the meaning set forth in Article VII.C.

161. “*Wind Down Expenses*” has the meaning set forth in Article VII.C.

B. Rules of Interpretation

For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to a Person as a Holder of a Claim or Interest includes that Person’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply;

(10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) any immaterial effectuating provisions may be interpreted by the Debtors, the Plan Administrator, or the Litigation Trustee, as applicable, in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Person; (14) all reference to "corporate action" shall mean with respect to any Entity, corporate, limited liability, partnership, or other organizational action, as applicable to such Entity; and (15) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

C. Computation of Time

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

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Georgia, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, that corporate governance matters relating to the Debtors shall be governed by the laws of the state of incorporation or formation of the relevant Debtor.

E. Reference to Monetary Figures

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

F. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and any document included in the Plan Supplement, the terms of the document in the Plan Supplement shall control (unless stated otherwise in such document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

ARTICLE II.

ADMINISTRATIVE CLAIMS, DIP LENDER CLAIMS, AND PRIORITY TAX CLAIMS

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

A. Administrative Claims

Except with respect to Administrative Claims that are otherwise addressed in this Article II, and except to the extent that an Administrative Claim has already been paid during the Chapter 11 Cases or a Holder of an Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment, each Holder of an Allowed Administrative Claim shall be paid in full in Cash the unpaid portion of its Allowed Administrative Claim on the latest of: (a) the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) the date such Administrative Claim is Allowed or as soon as reasonably practicable thereafter; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is reasonably practicable; provided that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements and/or arrangements governing, instruments evidencing, or other documents relating to such transactions.

Except as otherwise provided in this Article II.A and except with respect to Administrative Claims that are otherwise addressed in this Article II, requests for payment of Allowed Administrative Claims must be Filed and served pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date.

Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Bankruptcy Court orders otherwise. Objections to such requests, if any, must be Filed and served on the Debtors and the requesting party by the Claims Objection Bar Date.

In accordance with section 503(b)(1)(D) of the Bankruptcy Code, taxing authorities are not required to file a request for payment of their Administrative Claims as a condition of such Administrative Claims being Allowed. The Debtors will pay any such taxes, to the extent Allowed, that arose after the Petition Date in the ordinary course of business.

B. Professional Compensation

1. Final Fee Applications and Payment of Professional Fee Claims

All final requests for payment of all Professional Fee Claims incurred during the period from the Petition Date through the Effective Date shall be Filed no later than the Professional Fee Claims Bar Date, provided, however, that nothing herein alters (i) the ability of a Professional to be paid its Professional Fee Claims (for which final requests for payment are Filed by the

Professional Fee Claims Bar Date) on a monthly basis pursuant to the Complex Case Procedures and the monthly compensation procedures provided for therein, or (ii) the ability of an Ordinary Course Professional to be paid, or the authority of the Debtors to pay Ordinary Course Professionals, pursuant to the terms of the OCP Order, and such Ordinary Course Professionals shall not be required to file requests for payment of Professional Fee Claims unless such requests are required under the OCP Order. All such final requests will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, Complex Case Procedures, and prior orders of the Bankruptcy Court, and once approved by the Bankruptcy Court, shall be promptly paid from the Professional Fee Escrow Account up to the full Allowed amount; provided, to the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy all Allowed Professional Fee Claims, such deficiency shall be paid as set forth in Article II.B.2.

2. Professional Fee Escrow Account

All Debtors' Professionals shall provide to the Debtors a good faith estimate for their accrued and unpaid Professional Fee Claims through the Effective Date within five days prior to the Effective Date; provided that such estimate shall not be deemed to limit the amount of, or otherwise be a basis for disallowance of, such Professional Fee Claims.

On or prior to the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall be held in trust solely for Allowed Professional Fee Claims and maintained by the Plan Administrator. Such funds shall not be considered property of the Estates. In full and complete satisfaction of the Allowed Professional Fee Claims (other than any Committee Professionals Excess Amount), each Holder of such Professional Fee Claims (other than any Committee Professionals Excess Amount) shall be paid in Cash by the Plan Administrator as soon as reasonably practicable after such Professional Fee Claims are Allowed.

When all Allowed Professional Fee Claims (other than any Committee Professionals Excess Amount) have been paid in full, (i) the Committee Professionals Remaining Amount, if any, shall be transferred to the Litigation Trust, and (ii) any amount remaining in the Professional Fee Escrow Account after transfer of the Committee Professionals Remaining Amount to the Litigation Trust shall vest in the Wind Down Debtors, in each case without any further action or order of the Bankruptcy Court.

To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy all Allowed Professional Fee Claims, such Professionals shall have an Allowed Professional Fee Claim for any such deficiency, and the Plan Administrator shall pay in Cash the full unpaid amount of such Allowed Professional Fee Claim of the Debtors' Professionals from the Remaining Assets or the proceeds thereof; provided, however, that any Committee Professionals Excess Amount shall solely be payable from the Litigation Trust, and neither the Creditors' Committee Professionals nor the Litigation Trust shall have any recourse to the Wind Down Estates or the Remaining Assets or their proceeds on account of any Committee Professionals Excess Amount; provided, further, under no circumstances shall the aggregate amount of Allowed Professional Fee Claims of the Creditors' Committee Professionals exceed the sum of (i) the Committee Professionals DIP Budget Amount and (ii) the Initial Litigation Trust Funding Cash Amount.

C. DIP Lender Claims

As of the Effective Date, the DIP Lender Claims shall be Allowed and deemed to be Allowed Claims in the full amount outstanding on the Effective Date under the DIP Credit Agreement, the DIP Order, and the other DIP Loan Documents, including principal, all interest accrued and unpaid thereon through and including the date of payment, all accrued and unpaid fees, prepayment premiums, expenses, and noncontingent indemnification obligations payable under the DIP Credit Agreement, and all other amounts constituting obligations under the DIP Credit Agreement. The DIP Lender Claims and all Liens securing such DIP Lender Claims shall, at the option of the DIP Lenders, the DIP Agent, and the Debtors, (i) be satisfied in full in Cash on the Effective Date, (ii) be waived and released by the DIP Lenders or the DIP Agent, as applicable, or (iii) receive such other treatment agreed to by the DIP Lenders, the Debtors, and the DIP Agent.

D. Priority Tax Claims

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the Holder of an Allowed Priority Tax Claim and the applicable Debtor, each Holder of an Allowed Priority Tax Claim will receive, at the option of the applicable Debtor, in full satisfaction of its Allowed Priority Tax Claim that is due and payable on or before the Effective Date, either (i) Cash equal to the amount of such Allowed Priority Tax Claim on the Effective Date or (ii) otherwise treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

E. Statutory Fees

All fees payable to the U.S. Trustee through the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid on or as soon as practicable after the Effective Date. The Debtors, for periods accruing prior to the Effective Date, and the Wind Down Debtors and Litigation Trust (with respect to disbursements made by the Litigation Trustee from the Litigation Trust), for periods accruing on and after the Effective Date, shall be liable to pay Statutory Fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930 until the earliest to occur of the particular Debtors' case being converted to a case under chapter 7, dismissed, or closed; provided, for the avoidance of doubt, the Debtors and the Wind Down Debtors shall be solely liable to pay Statutory Fees on account of the payment of the Litigation Trust Funding Amount to the Litigation Trust. The Wind Down Debtors shall File post-confirmation quarterly reports, or any pre-confirmation monthly operating reports not Filed as of the Combined Hearing, in conformance with the U.S. Trustee Guidelines, which reports shall include a separate schedule of disbursements made by the Litigation Trust during the applicable period. All Statutory Fees that are paid by the Wind Down Debtors on account of disbursements made by the Litigation Trust shall be reimbursed by the Litigation Trust to the Wind Down Debtors. The U.S. Trustee shall not be required to File a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS AND EXPECTED RECOVERIES

A. Summary of Classification

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

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

Class	Claims and Interests	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Prepetition Lender Secured Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Subordinated Claims	Impaired	Deemed to Reject
6	Intercompany Claims	Impaired	Deemed to Reject
7	Interests in the Debtors	Impaired	Deemed to Reject

B. Treatment of Claims and Interests

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors, the Wind Down Debtors, or the Litigation Trustee, as applicable, and the Holder of such Allowed Claim or Allowed Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the later of the Effective Date and the date such Holder's Claim or Interest becomes an Allowed Claim or Allowed Interest or as soon as reasonably practicable thereafter.

1. Class 1 – Other Priority Claims

- a. *Classification:* Class 1 consists of Other Priority Claims.

- b. *Treatment:* In full and final satisfaction of each Allowed Other Priority Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder thereof will receive payment in full in Cash or other treatment rendering such Claim Unimpaired.
- c. *Voting:* Class 1 is Unimpaired. Holders of Class 1 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Secured Claims

- a. *Classification:* Class 2 consists of Other Secured Claims.
- b. *Treatment:* In full and final satisfaction of each Allowed Other Secured Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder thereof will receive at the option of the Debtors or the Wind Down Debtors, as applicable: (a) payment in full in Cash, payable on the later of the Effective Date and the date that is 10 Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (b) delivery of the collateral securing any such Claim, or (c) such other treatment rendering such Claim Unimpaired.
- c. *Voting:* Class 2 is Unimpaired. Holders of Class 2 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

3. Class 3 – Prepetition Lender Secured Claims

- a. *Classification:* Class 3 consists of all Prepetition Lender Secured Claims.
- b. *Allowance:* The Prepetition Lender Secured Claims shall be Allowed in the aggregate amount of the Prepetition Lender Secured Claims Allowed Amount.
- c. *Treatment:* In full and final satisfaction of each Prepetition Lender Secured Claim (unless the applicable Holder agrees to a less favorable treatment), and in consideration for the Prepetition Lenders' consent to the funding of the Litigation Trust Funding Amount and the Wind Down Expense Fund from Cash that constitutes Prepetition Collateral, each Holder of an Allowed Prepetition Lender Secured Claim shall receive its Pro Rata share of the Remaining Assets Net Proceeds.
- d. *Voting:* Class 3 is Impaired. Holders of Allowed Prepetition Lender Secured Claims under Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 – General Unsecured Claims

- a. *Classification:* Class 4 consists of all General Unsecured Claims, including Prepetition Lender Deficiency Claim.
- b. *Treatment:* In full and final satisfaction of each General Unsecured Claim, each Holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Interests.
- c. *Voting:* Class 4 is Impaired. Holders of Allowed Class 4 General Unsecured Claims are entitled to vote to accept or reject the Plan.

5. Class 5 – Subordinated Claims

- a. *Classification:* Class 5 consists of all Subordinated Claims.
- b. *Treatment:* Subordinated Claims will be cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Subordinated Claim will not receive any distribution on account of such Subordinated Claim.
- c. *Voting:* Class 5 is Impaired. Holders of Class 5 Claims are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

6. Class 6 – Intercompany Claims

- a. *Classification:* Class 6 consists of all Intercompany Claims.
- b. *Treatment:* Holders of Intercompany Claims shall not receive a distribution on account of such Intercompany Claims.
- c. *Voting:* Holders of Class 6 Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 6 Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 – Interests in the Debtors

- a. *Classification:* Class 7 consists of all Interests in the Debtors.
- b. *Treatment:* On the Effective Date, (i) all Interests, other than Intercompany Interests, shall be deemed cancelled, extinguished, and of no further force or effect; and (ii) all Intercompany Interests shall, at the option of the Wind Down Debtors, (a) be deemed canceled, extinguished and of no further force or effect, or (b) be reinstated for administrative convenience solely to the extent necessary to maintain the Debtors' corporate structure post-Effective Date, provided that the Holders of Interests shall not be entitled to receive or retain any property on account of such Interest.

- c. *Voting*: Class 7 is Impaired. Holders of Class 7 Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

C. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of the Combined Hearing by acceptance of the Plan by at least one Impaired Class of Claims, determined without including any acceptances of the Plan by any insider. The Debtors shall seek confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class(es) of Claims and Interests. The Debtors reserve the right to modify the Plan in accordance with Article XII hereof to the extent, if any, that confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

D. Elimination of Vacant Classes

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

E. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class of Claims or Interests is eligible to vote and no Holder of Claims or Interests, as applicable, in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by such Class.

F. Subordinated Claims and Interests

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

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. Plan Administrator

On the Effective Date, the Plan Administrator shall be appointed without any further action and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders, and the Wind Down Debtors shall be authorized to be (and, upon the conclusion of the Wind Down, shall be) dissolved by the Plan Administrator. All Remaining Assets not distributed on the Effective Date shall vest in the Wind Down Debtors and shall be managed and liquidated by the Plan Administrator in accordance with the provisions of the Plan and the Plan Administration Agreement.

Following the Effective Date, in the event of the resignation or removal, liquidation, dissolution, death or incapacity of the Plan Administrator, a successor Plan Administrator shall be selected in accordance with the terms of the Plan Administration Agreement.

On and after the Effective Date, the Plan Administrator shall be deemed to be, and shall serve as, the representative of each of the Wind Down Debtors' Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and shall have all the rights and powers set forth in the Plan Administration Agreement, including, without limitation (and except as otherwise provided in the Plan Administration Agreement), the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004, including the right to:

1. effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan and the Plan Administration Agreement;
2. liquidate the Remaining Assets, reconcile any Disputed Claims (other than Disputed General Unsecured Claims) and distribute the proceeds of the Remaining Assets in accordance with the Plan and the Plan Administration Agreement; and
3. employ and compensate professionals and other agents in accordance with the Plan Administration Agreement.

B. Fee and Expenses of the Plan Administrator

Except as otherwise ordered by the Bankruptcy Court, all reasonable fees or expenses of the Plan Administrator (including, without limitation, the reasonable fees and expenses of professionals retained by the Plan Administrator) shall be paid from the Remaining Assets and the proceeds thereof in accordance with the Plan Administration Agreement.

C. Wind Down

After the Effective Date, pursuant to the Plan, the Plan Administrator shall effectuate the Wind Down without any further approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, provided that the Plan Administrator shall not effectuate the Wind Down in a manner inconsistent with (i) any express requirements of the Plan

Administration Agreement or the Plan or (ii) the Approved Budget. The Wind Down (as determined for federal income tax purposes) shall occur in an expeditious but orderly manner after the Effective Date.

D. Vesting of Assets

Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all Remaining Assets shall vest in each applicable Wind Down Debtor free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Wind Down Debtor may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

E. Preservation of Causes of Action

Except for any Cause of Action against a Person that is expressly waived, relinquished, exculpated, released, compromised under the Plan or Final Order, transferred to the Litigation Trust pursuant to and in accordance with the Plan, or settled in the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Wind Down Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Wind Down Debtors may pursue such Causes of Action, as appropriate, in the Wind Down Debtors' sole discretion. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Wind Down Debtors will not pursue any and all available Causes of Action against it. Unless a Cause of Action against a Person is expressly waived, relinquished, exculpated, released, compromised, transferred to the Litigation Trust pursuant to and in accordance with the Plan, or settled under the Plan, the Debtors or Wind Down Debtors, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of, entry of the Confirmation Order or Consummation. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Wind Down Debtors. The Wind Down Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court. For the avoidance of doubt, the Plan Administrator shall have standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action on behalf of the Wind Down Debtors and their Estates.

F. Dissolution of the Wind Down Debtors

If at any time the Plan Administrator determines that the expense of administering the Wind Down Debtors and any Remaining Assets is likely to exceed the value of the assets remaining to be administered, the Plan Administrator may reserve any amount necessary to close the Chapter 11 Cases and dissolve and otherwise wind down the Wind Down Debtors.

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Wind Down Debtors shall be deemed to be dissolved without any further action by the Wind Down Debtors or Plan Administrator, including, but not limited to, the filing of any documents with the secretary of state for the state in which the Debtors are formed or any other jurisdiction. Notwithstanding the foregoing, the Plan Administrator shall have authority to take all necessary actions to dissolve the Wind Down Debtors in, and withdraw the Wind Down Debtors from, applicable states.

G. Cancellation of Claims and Interests in the Debtors

On the Effective Date, unless the Plan Administrator elects to reinstate any Intercompany Interests, all existing Interests in each of the Debtors shall be retired, cancelled, extinguished, and/or discharged in accordance with the terms of the Plan. Except as otherwise provided in the Plan Supplement, on the Effective Date: (1) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest shall be deemed cancelled, surrendered, and discharged as to the Debtors without any need for further action or approval of the Bankruptcy Court or any holder thereof or any other person or entity and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be deemed satisfied in full, released, and discharged without any need for further action or approval of the Bankruptcy Court; provided, however, that notwithstanding Confirmation, the occurrence of the Effective Date, or the Third-Party Release, the DIP Loan Documents and Prepetition Loan Documents shall remain in effect solely for the purposes of (1) allowing Holders of Allowed DIP Lender Claims, Prepetition Lender Secured Claims, and Prepetition Lender Deficiency Claims to receive distributions under the Plan; (2) allowing and preserving the rights of the DIP Agent and the Prepetition Agent to make distributions pursuant to the Plan, (3) preserving the rights of the DIP Agent and the Prepetition Agent to compensation and indemnification as against any money or property distributable to Holders of Allowed DIP Lender Claims, Prepetition Lender Secured Claims, and Prepetition Lender Deficiency Claims, (4) permitting the DIP Agent and the Prepetition Agent to enforce any obligation owed to it under the Plan, (5) permitting the DIP Agent and the Prepetition Agent to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (6) permitting the DIP Agent and the Prepetition Agent to perform any functions that are necessary to effectuate the foregoing.

H. Creditors' Committee Settlement

Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan effectuates the Creditors' Committee Settlement. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Creditors' Committee Settlement, effective as of the Effective Date, and the Bankruptcy Court's finding that the Creditors' Committee Settlement is in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests, and is fair, equitable, and reasonable.

I. Effectuating Documents; Further Transactions

On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the transactions contemplated thereby, in each case, in the name of and on behalf of the Wind Down Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. In connection with the foregoing, the Plan Administrator shall complete any remaining Wind Down activities of the Wind Down Debtors.

J. Deemed Substantive Consolidation

The Plan contemplates and is predicated upon the deemed substantive consolidation of the Estates for voting, confirmation, and distribution purposes. Accordingly, on the Effective Date, (a) all Intercompany Claims between the Debtors shall be eliminated; (b) all assets and liabilities of the Debtors shall be merged or treated as if they were merged with the assets and liabilities of Holdings; (c) any principal obligation of a Debtor and any guarantee thereof by another Debtor shall be deemed to be a single principal obligation of Holdings; (d) each Claim Filed or to be Filed against any Debtors' Estate shall be deemed Filed only against Holdings and shall be deemed a single Claim against and a single principal obligation of Holdings for distribution purposes, which, to the extent such Claim is Allowed, be paid from the Wind Down Estate or Litigation Trust, as applicable; and (e) any joint or several liability of the Debtors shall be deemed a single principal obligation of Holdings. On the Effective Date, and in accordance with the terms of the Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment, or performance made by one Debtor (other than Holdings) as to the principal obligations of another Debtor shall be released and of no further force and effect.

The substantive consolidation effected pursuant to this Article IV.J (a) shall not affect the rights of any Holder of a Secured Claim, provided, for the avoidance of doubt, the Prepetition Lender Deficiency Claim shall be a single General Unsecured Claim against Holdings; and (b) shall not, and shall not be deemed to, prejudice Causes of Action, including Litigation Trust Claims (subject to the releases set forth in Article X), which shall survive entry of a substantive consolidation order, as if there had been no substantive consolidation.

K. Insurance Policies

1. Insurance Policies Remain In Force

Up to and including their policy expiration date(s), all Insurance Policies in effect as of the Effective Date shall remain in full force and effect according to their terms and the coverage obligations of the insurers and third-party administrators under such Insurance Policies shall continue following the Effective Date (including any obligations to pay, defend, and process insured claims).

2. D&O Insurance Policies; Employment Practice Liability Policies; Similar Policies

Nothing contained in this Plan shall affect or impair the rights of any non-Debtor insured persons covered under any D&O Liability Insurance Policy, employment practices, or similar liability Insurance Policies (including, without limitation, policies for the benefit of the Debtors' directors, officers, employees, members, managers, or similar persons who served in such capacity either before or after the Petition Date).

L. Exemption From Certain Transfer Taxes and Fees

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

M. Final Decree

At any time following the Effective Date, the Plan Administrator or Litigation Trustee, as applicable, shall be authorized to file a motion for entry of a final decree closing the Chapter 11 Cases. As soon as reasonably practicable following the Effective Date, the Plan Administrator shall file a motion to close all of the Chapter 11 Cases except for the lead case of AFH Air Pros, LLC, Case No. 25-10356 (PMB) (the "Remaining Case"), which shall remain open for administrative purposes pending further order of the Bankruptcy Court. The Plan Administrator and Litigation Trustee shall confer in good faith prior to either party filing a motion for entry of a final decree closing the Remaining Case.

**ARTICLE V.
THE LITIGATION TRUST**

A. Creation of the Litigation Trust

On the Effective Date, the Debtors and the Litigation Trustee, in its capacity as such, shall execute the Litigation Trust Agreement and shall take all steps necessary to establish the Litigation Trust in accordance with the Plan and the terms of the Litigation Trust Agreement, which shall be

for the benefit of the Litigation Trust Beneficiaries. The Litigation Trust shall be governed by the terms of the Litigation Trust Agreement and the Plan and administered by the Litigation Trustee. The powers, rights, responsibilities, and compensation of the Litigation Trustee shall be specified in the Litigation Trust Agreement. The Litigation Trustee, acting on behalf of the Litigation Trust, shall hold and distribute the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement for the benefit of the Litigation Trust Beneficiaries.

B. Transfer of Litigation Trust Assets to the Litigation Trust

1. Transfer Free and Clear

On the Effective Date, the Debtors shall irrevocably transfer and/or assign, and shall be deemed to irrevocably transfer and/or assign, to the Litigation Trust all of their right, title, and interest in and to all of the Litigation Trust Assets (other than the Committee Professionals Remaining Amount, if any, which shall be funded as provided in Article V.B.2 hereof), and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically and irrevocably vest in the Litigation Trust free and clear of all Claims, Liens, and Interests, subject only to the Litigation Trust Interests. Notwithstanding anything herein to the contrary, the transfer of the Litigation Trust Assets to the Litigation Trust shall not diminish, and fully preserves, any defenses a Debtor would have if such Litigation Trust Assets had been retained by the Debtors.

2. Litigation Trust Funding Amount

The Initial Litigation Trust Cash Amount shall be funded by the Debtors or the Wind Down Debtors on or before the Effective Date. The Committee Professionals Remaining Amount, if any, shall promptly be funded by the Plan Administrator, on behalf of the Wind Down Debtors, after the payment of all Allowed Professional Fee Claims of the Creditors' Committee Professionals.

The Litigation Trust Funding Amount shall be used solely to fund the administration of the Litigation Trust, including all Litigation Trust Expenses, and to fund distributions to the Litigation Trust Beneficiaries consistent with the Litigation Trust Proceeds Waterfall and in accordance with the Plan and the Litigation Trust Agreement. Other than with respect to the Litigation Trust Funding Amount, no party, including without limitation the Debtors, the Wind Down Debtors, the DIP Lenders, and the Prepetition Lenders, shall have any responsibility to fund the Litigation Trust.

3. Certain Tax Consequences

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Litigation Trust is intended to be treated as a "liquidating trust" for U.S. federal income tax purposes pursuant to Treasury Regulation section 301.7701-4(d), and the Litigation Trustee will take this position on the Litigation Trust's tax return accordingly. The Litigation Trust Beneficiaries shall be treated as the grantors of the Litigation Trust and as the deemed owners of the Litigation Trust Assets pursuant to Sections 671 through 679 of title 26 of the United States Code (the "Internal Revenue Code") and any analogous provision of state or local law and shall be taxed on their respective share of the Litigation Trust's taxable income (including both ordinary income and capital gains) pursuant to Section 671 of Internal Revenue Code and any analogous

provision of state or local law. The Litigation Trustee shall file all tax returns required to be filed with any governmental agency consistent with this position, including, but not limited to, any returns required of grantor trusts pursuant to Treasury Regulation § 1.671-4(a). The Litigation Trustee also will annually send to each holder of a Litigation Trust Interest a separate statement regarding the receipts and expenditures of the Litigation Trust as relevant for United States federal income tax purposes and will instruct all such holders to use such information in preparing their United States federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their United States federal income tax returns. The Litigation Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Litigation Trust that is required by any governmental unit. For U.S. federal income tax purposes, the transfer of assets to the Litigation Trust will be deemed to occur as (a) a first-step transfer of the Litigation Trust Assets to the Litigation Trust Beneficiaries and, to the extent the Litigation Trust Assets are allocable to Disputed General Unsecured Claims, to the Disputed Unsecured Claims Reserve, and (b) a second-step transfer by such Litigation Trust Beneficiaries and, to the extent relevant with respect to the Disputed Unsecured Claims Reserve, to the Litigation Trust in exchange for Litigation Trust Interests. As a result, the transfer of the Litigation Trust Assets to the Litigation Trust may be a taxable transaction to the Debtors, and the Debtors may recognize gain or loss equal to the difference between the tax basis and fair value of such assets. As soon as reasonably practical after the transfer of the Litigation Trust Assets to the Litigation Trust, the Litigation Trustee shall make a good faith valuation of the Litigation Trust Assets. This valuation shall be made available from time to time to the Litigation Trust Beneficiaries, as relevant for tax reporting purposes. Each of the Debtors, Litigation Trustee, and the Litigation Trust Beneficiaries shall take consistent positions with respect to the valuation of the Litigation Trust Assets, and such valuations shall be utilized for all U.S. federal income tax purposes. The Litigation Trust shall in no event be dissolved later than five years from the creation of such Litigation Trust unless the Bankruptcy Court, upon motion within the six-month period prior to the fifth anniversary (or within the six-month period prior to the end of an extension period), determines that a fixed period extension (not to exceed five years with a private letter ruling from the IRS or an opinion of counsel satisfactory to the Litigation Trustee that any further extension would not adversely affect the status of the trust as a Litigation Trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Litigation Trust Assets.

With respect to amounts, if any, in a reserve for Disputed General Unsecured Claim, it is expected that such account will be treated as a "disputed ownership fund" governed by Treasury Regulation Section 1.468B-9, that any appropriate elections with respect thereto shall be made, and that such treatment will also be applied to the extent possible for state and local tax purposes. Under such treatment, a separate federal income tax return shall be filed with the IRS for such disputed claims reserve and will be subject to tax annually on a separate entity basis. Any taxes (including with respect to interest, if any, earned in the account, or any recovery on the portion of assets allocable to such account in excess of the disputed claims reserve's basis in such assets) imposed on such account shall be paid out of the assets of the respective account (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). Litigation Trust Beneficiaries will be bound by such election, if made by the Litigation Trustee, and, as such, will, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), report consistently therewith.

The Litigation Trustee may withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the Internal Revenue Code or any provision of any foreign, state, or local tax law with respect to any payment or distribution to the Litigation Trust Beneficiaries. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of the Litigation Trust Agreement.

The Litigation Trustee shall be authorized to collect such tax information from Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as the Litigation Trustee deems necessary to administer the Litigation Trust consistent with the terms of the Plan, the Confirmation Order, and the Litigation Trust Agreement. In order to receive distributions under the Plan, all Litigation Trust Beneficiaries shall be required to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate, in the manner and in accordance with the procedures established from time to time by the Litigation Trustee for these purposes.

This identification requirement generally applies to all holders, including those who hold their Claims in “street name.” The Litigation Trustee may refuse to make a distribution to any Litigation Trust Beneficiary who fails to timely furnish such information and may treat such holder’s Litigation Trust Interests as disputed until such information is provided; provided, however, that upon the delivery of such information by a Litigation Trust Beneficiary, the Litigation Trustee shall make the distribution to which the holder is entitled, without additional interest caused by the delay; provided further, that if such information is not furnished to the Litigation Trustee within three months of the original request, no further distributions shall be made to such holder; provided further, that if the Litigation Trustee fails to withhold in respect of amounts received or distributable to any such holder and is subsequently held liable for the amount of such withholding, such holder shall reimburse the Litigation Trustee for such liability to the extent the amounts were actually distributed to such holder.

C. Administration of the Litigation Trust

1. In General

The Litigation Trust shall be administered by the Litigation Trustee pursuant to the Plan and in accordance with the terms and conditions of the Litigation Trust Agreement. In the event of any inconsistency solely between this Article V.C and the Litigation Trust Agreement, the Litigation Trust Agreement shall control, with the Plan controlling in all other cases. All compensation for the Litigation Trustee and other costs of administration for the Litigation Trust shall be paid by the Litigation Trust in accordance with the Plan and the Litigation Trust Agreement. The Litigation Trust Agreement generally will provide for, among other things: (a) the automatic and irrevocable transfer of the Litigation Trust Assets to the Litigation Trust, free and clear of any Claims, Liens, Interests, charges, or other encumbrances, (b) the payment of the expenses of the Litigation Trust from the Litigation Trust Funding Amount, including, without limitation, the cost of pursuing the Litigation Trust Claims; (c) the retention of counsel, accountants, financial advisors, or other professionals and the payment of their reasonable compensation; (d) the investment of Cash by the Litigation Trustee within certain limitations,

including those specified in the Plan; (e) the orderly liquidation of the Litigation Trust Assets; and (f) liquidation of any Litigation Trust Claims, which may include the prosecution, settlement, abandonment, or dismissal of any such Litigation Trust Claims, in the Litigation Trustee's discretion subject to the terms and conditions of the Litigation Trust Agreement.

2. Powers and Duties of Litigation Trustee

In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, and subject to the terms of the Litigation Trust Agreement, the Litigation Trustee, for the benefit of the Litigation Trust, shall (a) hold the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries, (b) make distributions of the Litigation Trust Assets as provided in the Litigation Trust Agreement and in accordance with the Litigation Trust Proceeds Waterfall, and (c) have the power and authority to commence, prosecute, resolve, and abandon any Litigation Trust Claims. The Litigation Trustee shall be responsible for all decisions and duties with respect to the Litigation Trust and the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement. In all circumstances, the Litigation Trustee shall act in the best interests of the Litigation Trust Beneficiaries.

Subject to the provisions of the Litigation Trust Agreement, the Litigation Trustee may settle, compromise, abandon, or withdraw any Litigation Trust Claim on any grounds or terms it deems reasonable, without further order of the Bankruptcy Court. Subject to the terms of the Litigation Trust Agreement and Article VIII.B hereof, the Litigation Trustee may also settle or compromise any Disputed General Unsecured Claim or withdraw any objection thereto, on any grounds or terms he or she deems reasonable, without further order of the Bankruptcy Court.

The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of those professionals without further order of the Bankruptcy Court from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

3. Litigation Trust Claims

Other than Retained Causes of Action and Causes of Action against an Entity that are waived, relinquished, exculpated, compromised, transferred, or settled pursuant to the Plan, the Confirmation Order, or by another Bankruptcy Court order, on the Effective Date, all Litigation Trust Claims shall be irrevocably transferred to, automatically vested in, and/or retained by the Litigation Trust; provided, however, that nothing in this sentence shall waive or otherwise impair any defenses to any Claims asserted in these Chapter 11 Cases. Following the Effective Date, except as otherwise expressly provided herein or the Litigation Trust Agreement, the Litigation Trustee shall retain and shall have the exclusive right and authority to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Litigation Trust Claims and to decline to do any of the foregoing, as the Litigation Trustee may determine is in the best interest of the Litigation Trust and Litigation Trust Beneficiaries, and without further notice to or action, order, or approval of the Bankruptcy Court. If the Litigation Trustee initiates an adversary proceeding in Bankruptcy Court, such proceeding shall be governed by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable law. No

Entity may rely on the absence of a specific reference in the Plan to any Cause of Action against them as any indication that the Debtors, the Wind Down Debtors, or the Litigation Trustee, as applicable, will not pursue any and all available Causes of Action against them. No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches shall apply to such Causes of Action upon, after, or as a consequence of, Confirmation or the Effective Date.

In connection with the transfer of the Litigation Trust Claims to the Litigation Trust, any attorney-client privilege, work-product privilege, or other privilege of immunity of any Debtor (but no other person) attaching to any documents or communications (whether written or oral) transferred to the Litigation Trust shall vest in the Litigation Trust and its representatives, and the Plan Administrator and the Litigation Trustee shall take all necessary actions to effectuate the transfer of such privileges. The Plan Administrator, on behalf of the Wind Down Debtors, and the Litigation Trustee, on behalf of the Litigation Trust, shall enter into a common interest agreement whereby the Wind Down Debtors will be able to share documents, information, or communications (whether written or oral) relating to the Litigation Trust Claims and General Unsecured Claims. The Litigation Trust shall preserve and protect all applicable privileges attaching to any such documents, information, or communications. Notwithstanding the foregoing or anything in the Plan, the Plan Administration Agreement, the Litigation Trust Agreement, or any other document, nothing herein shall be deemed to constitute a waiver of any privilege or any shared, joint, or common interest privilege or immunity held by the Debtors, the Wind Down Debtors, or any other person. All such privileges shall remain in the control of the Debtors or the Wind Down Debtors, as applicable, and the Debtors or the Wind Down Debtors, as applicable, retain the sole right to waive their own privileges. To the extent there is overlap of supporting documents, claims, defenses, legal theories or analyses between the Litigation Trust Claims, on the one hand, and any Causes of Action, defenses, claims or counterclaims retained by, or asserted against, the Wind Down Debtors, on the other hand, the Plan Administrator and the Litigation Trustee shall cooperate with each other pursuant to principles of common interest with respect to privileges. The Plan Administrator and the Litigation Trustee may enter into such agreements as they deem necessary or appropriate to preserve confidential information while permitting the Litigation Trustee to use, as necessary to administer the Litigation Trust, such information and privilege. Absent such agreements, either the Litigation Trustee or the Wind Down Debtors may present the issue to the Bankruptcy Court for further determination or resolution.

4. Litigation Trust Proceeds Waterfall

Any Litigation Trust Assets, including proceeds recovered from the successful prosecution or settlement of any Litigation Trust Claims, shall be distributed in accordance with the Litigation Trust Proceeds Waterfall and the Litigation Trust Agreement.

D. No Registration of Beneficial Interests in Litigation Trust

The Litigation Trust Interests have not been registered pursuant to the Securities Act of 1933, as amended (the “Securities Act”), or any state securities law and shall not be listed for public trading on any securities exchange. The rights of the holders of Litigation Trust Interests are not intended to be “securities” under applicable laws, but the Debtors does not represent or warrant that such rights will not be securities or will be entitled to exemption from registration

under applicable securities laws. If the Litigation Trust Interests are deemed to be “securities”, the issuance of the Litigation Trust Interests under the Plan shall be exempt from registration as provided by section 1145 of the Bankruptcy Code and by other applicable law requiring registration of securities. The Litigation Trust shall not be required to file reports with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), on account of any transfer. No transfer of a Litigation Trust Interest that causes the Litigation Trust to be required to file reports with the Securities and Exchange Commission pursuant to Sections 13 or 15(d) of the Exchange Act shall be permitted and any such transfer shall be void ab initio. In order to prevent the Litigation Trust from becoming subject to such reporting requirements, the Litigation Trustee may impose certain transfer restrictions designed to maintain the Litigation Trust as non-reporting entity, and the Litigation Trust Agreement may be amended from time to time to make such changes as are deemed necessary or appropriate to ensure that the Litigation Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act of 1939, as amended, or the Investment Company Act of 1940, as amended.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the rejections described above as of the Effective Date.

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

Claims based on the rejection of the Debtors’ Executory Contracts or Unexpired Leases pursuant to the Plan or Confirmation Order must be Filed by no later than 11:59 p.m. (prevailing Eastern Time) on the day that is 30 days after the Effective Date. For the avoidance of doubt, nothing herein shall be deemed to modify any other prior deadlines to file a Claim on account of the rejection of Executory Contracts or Unexpired Leases other than pursuant to the Plan and Confirmation Order.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are not Filed within such time, unless otherwise ordered by the Bankruptcy Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, or property of the Estates, without the need for any objection by the Debtors, the Wind Down Debtors, or Plan Administrator or further

notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims.

C. Insurance Policies

Insurance Policies shall not be considered Executory Contracts for purposes of this Article VI. As set forth in Article IV.K, the Insurance Policies shall remain in full force and effect following the Effective Date.

**ARTICLE VII.
RESERVES**

If the Plan Administrator determines that they are required, or that it is necessary, to establish any of the reserves set forth in this Article VII, the Plan Administrator shall administer such reserves in the manner established by this Article VII; provided, however, that the Litigation Trustee (and not the Plan Administrator) shall in all events establish and maintain the Litigation Trust Expense Fund and Disputed Unsecured Claims Reserve in accordance with Articles VII.D and VII.E, respectively, and the Litigation Trust Agreement.

A. Establishment of Reserve Accounts

The Plan Administrator and the Litigation Trustee, as applicable, shall establish each of the Reserve Accounts, to the extent required or necessary, by either establishing a segregated account or establishing book entry accounts, in the sole discretion of the Plan Administrator and the Litigation Trustee, as applicable.

B. Undeliverable Distribution Reserve

1. Deposits

If a distribution to any Holder of an Allowed Claim is returned to the Wind Down Debtors or Litigation Trustee, as applicable, as undeliverable or is otherwise unclaimed, such distribution shall be deposited in a segregated, interest-bearing account, designated as an “Undeliverable Distribution Reserve”, for the benefit of such Holder until such time as such distribution becomes deliverable, is claimed or is deemed to have been forfeited in accordance with Article VII.B.2 of the Plan.

2. Forfeiture

Any Holder of an Allowed Claim that does not assert a Claim pursuant to this Plan for an undeliverable or unclaimed distribution within three months after the first distribution is made to such Holder shall be deemed to have forfeited its claim for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such claim for the undeliverable or unclaimed distribution against any Debtor, Wind Down Debtor, Estate, the Litigation Trust, or their respective properties or assets unless the Bankruptcy Court orders

otherwise. In such cases, any Cash or other property held by the Wind Down Debtors or Litigation Trustee in the Undeliverable Distribution Reserve for distribution on account of such claims for undeliverable or unclaimed distributions, including the interest that has accrued on such undeliverable or unclaimed distribution while in the Undeliverable Distribution Reserve, without any further action or order of the Court shall promptly be transferred to or vest in the Wind Down Debtors or Litigation Trustee, as applicable, notwithstanding any federal or state escheat laws to the contrary. To the extent that a Holder of an Allowed Claim is deemed to have forfeited any undeliverable or unclaimed distribution, the Plan Administrator and Litigation Trustee, as applicable, shall have no obligation to make any further distributions or reserves on account of such Allowed Claim.

3. Disclaimer

The Wind Down Debtors, the Litigation Trustee, the Plan Administrator, and their respective agents and attorneys are under no duty to take any action to attempt to locate any Claim Holder; provided that in their sole discretion, the Plan Administrator or Litigation Trustee may periodically publish notice of unclaimed distributions.

4. Distribution from Reserve

Within 15 Business Days after the Holder of an Allowed Claim satisfies the requirements of the Plan such that the distribution attributable to its Claim is no longer an undeliverable or unclaimed distribution (provided that satisfaction occurs within the time limits set forth in this Article VII.B), the Plan Administrator or Litigation Trustee, as applicable, shall distribute out of the Undeliverable Distribution Reserve the amount of the undeliverable or unclaimed distribution attributable to such Claim, without interest.

C. Wind Down Expense Fund

The Plan Administrator shall maintain a reserve (the “Wind Down Expense Fund”) in an amount as is reasonably necessary to pay the costs and expenses incurred or expected to be incurred by the Wind Down Debtors and the Plan Administrator in connection with administering the Wind Down Debtors and performing the duties set forth in the Plan and the Plan Administration Agreement (the “Wind Down Expenses”), including, without limitation, paying the fees and expenses of the Plan Administrator and professionals retained by the Plan Administrator, in each case subject to the Approved Budget. The Wind Down Expense Fund shall be funded by the Debtors with the Wind Down Cash Amount prior to the Effective Date. To the extent that the Wind Down Cash Amount is insufficient to satisfy in full all Wind Down Expenses, the Wind Down Expense Fund shall be further funded from the proceeds of the Remaining Assets.

The Plan Administrator, on behalf of the Wind Down Debtors, may borrow money or raise capital on such terms as determined by the Plan Administrator to fund the Wind Down Expense Fund. Except for purposes of funding the Wind Down Expense Fund, the Wind Down Debtors shall not incur any debt.

D. Litigation Trust Expense Fund

The Litigation Trustee shall maintain a reserve funded from the Litigation Trust Funding Amount (the “Litigation Trust Expense Fund”) in an amount as is reasonably necessary to pay the costs and expenses incurred or expected to be incurred by the Litigation Trust and Litigation Trustee in connection with administering the Litigation Trust Assets and performing the duties set forth in the Plan and the Litigation Trust Agreement (the “Litigation Trust Expenses”), including, without limitation, (i) paying the fees and expenses of the Litigation Trustee, and attorneys, advisors, and professionals retained by the Litigation Trust and/or Litigation Trustee, and (ii) pursuant to Article II.E, reimbursement of all Statutory Fees that are paid by the Wind Down Debtors on account of disbursements made by the Litigation Trust.

E. Disputed Unsecured Claims Reserve

The Litigation Trustee may establish, for the benefit of each Holder of a Disputed General Unsecured Claim, the Disputed Unsecured Claims Reserve in an amount equal to the Pro Rata share of distributions that would have been made to the Holder of such Disputed Claim if it were an Allowed Claim in an amount equal to the lesser of (i) the liquidated amount set forth in the filed Proof of Claim relating to such Disputed Claim or if no Proof of Claim has been filed the liquidated amount set forth in the Schedules, (ii) the amount in which the Disputed Claim has been estimated by the Bankruptcy Court pursuant to section 502 of the Bankruptcy Code as constituting and representing the maximum amount in which such Claim may ultimately become an Allowed Claim, or (iii) such other amount as may be agreed upon by the Holder of such Disputed Claim and the Litigation Trustee. Amounts held in the Disputed Unsecured Claims Reserve shall be retained by the Litigation Trustee for the benefit of Holders of Disputed General Unsecured Claims pending determination of their entitlement thereto under the terms of the Plan. No payments or distributions shall be made with respect to all or any portion of any such Disputed Claim pending the entire resolution thereof by Final Order or agreement between the Litigation Trustee and the Holder of the applicable Disputed Claim.

At such time as a Disputed General Unsecured Claim becomes an Allowed Claim, the Litigation Trustee shall distribute to the Holder thereof the distributions, if any, to which such Holder is then entitled under the Plan. Such distribution, if any, shall be made as soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court Allowing such Disputed Claim becomes a Final Order or the effective date of the relevant agreement between the Litigation Trustee and the Holder of the applicable Disputed Claim.

If a Disputed General Unsecured Claim is Disallowed, in whole or in part, the Litigation Trustee shall distribute amounts held in the Disputed Unsecured Claims Reserve with respect to such Claim (or, if Disallowed in part, the amounts held in the Disputed Unsecured Claims Reserve with respect to the Disallowed portion of such Claim) in accordance with the Plan.

**ARTICLE VIII.
PROCEDURES FOR RESOLVING
CONTINGENT, UNLIQUIDATED, AND
DISPUTED CLAIMS**

A. Allowance of Claims

After the Effective Date, the Wind Down Debtors and Litigation Trust, as applicable, shall have and retain all rights and defenses the applicable Debtor had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

B. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Plan Administrator shall have the sole authority to File and prosecute objections to Claims, other than General Unsecured Claims, and shall have the sole authority, without any further notice to or action, order, or approval by the Bankruptcy Court, to (1) settle, compromise, withdraw, litigate to judgment, or otherwise resolve objections to any and all such Claims, regardless of whether such Claims are in a Class or otherwise; (2) settle, compromise, or resolve any such Disputed Claims; and (3) administer and direct the adjustment of the Claims Register to reflect any such settlements or compromises.

Except as otherwise specifically provided in the Plan and Litigation Trust Agreement and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Litigation Trustee shall have the sole authority to File and prosecute objections to General Unsecured Claims, other than Prepetition Lender Deficiency Claim, and shall have the sole authority, without any further notice to or action, order, or approval by the Bankruptcy Court, to (1) settle, compromise, withdraw, litigate to judgment, or otherwise resolve objections to any and all such General Unsecured Claims; (2) settle, compromise, or resolve any Disputed General Unsecured Claims; and (3) administer and direct the adjustment of the Claims Register to reflect any such settlements or compromises.

To the extent a Claim is Filed against the Debtors that asserts Claims in more than one Class or asserting multiple priorities, the Plan Administrator and Litigation Trustee shall cooperate in good faith on an efficient method to address, object to, or otherwise administer such Claim.

C. Estimation of Claims

Before, on, or after the Effective Date, the Debtors or the Plan Administrator (and after the Effective Date, as to General Unsecured Claims (other than Prepetition Lender Deficiency Claim) only, the Litigation Trustee) may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim pursuant to applicable law, including, without limitation, pursuant to

section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, including during the litigation of any objection to any Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision to the contrary in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. If the Bankruptcy Court estimates any Claim, such estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions and discharge) and may be used as evidence in any supplemental proceedings, and the Debtors, Plan Administrator, or Litigation Trustee, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Each of the foregoing Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Adjustment to Claims Without Objection

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register as directed by the Plan Administrator or Litigation Trustee, as applicable, without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the Claims Objection Bar Date.

F. Disallowance of Claims

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors, the Wind Down Debtors, or Litigation Trust, as applicable.

Except as otherwise provided herein or as agreed to by the Debtors, the Plan Administrator, or Litigation Trustee, as applicable, all Proofs of Claim Filed after the applicable Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless such late Proof of Claim has been deemed timely Filed by a Final Order.

G. Amendments to Claims

On or after the Effective Date, a Claim may not be amended without the prior authorization of the Bankruptcy Court, or by agreement with the Plan Administrator or Litigation Trustee, as applicable, and any such amended Claim shall be deemed Disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court to the maximum extent provided by applicable law, unless otherwise ordered by the Bankruptcy Court, and the Holder of any such amended Claim shall not receive any distributions on account of such Claims unless such amended Claim has been deemed Allowed by a Final Order.

H. No Postpetition Interest on Claims

Unless otherwise specifically provided for in an order of the Bankruptcy Court, the Plan, or the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim.

**ARTICLE IX.
PROVISION GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed

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

B. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims or Interests shall be made to Holders of record as of the Distribution Record Date by the Plan Administrator or the Litigation Trustee, as applicable: (1) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors, Plan Administrator, or Litigation Trustee, as applicable, have been notified in writing of a change of address); (2) at the addresses set forth in any written notices of address changes delivered to the Plan Administrator or Litigation Trustee, as applicable, after the date of any related Proof of Claim; (3) at the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Plan Administrator or

Litigation Trustee, as applicable, has not received a written notice of a change of address; or (4) on any counsel that has appeared in the Chapter 11 Cases on such Holder's behalf. Subject to this Article IX, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, and each of their respective professionals, agents, employees, and officers shall not incur any liability whatsoever on account of any distributions under the Plan except for actual fraud, gross negligence, knowing violation of law, or willful misconduct.

All distributions on account of Allowed DIP Lender Claims and Allowed Prepetition Lender Claims shall be made to or at the direction of the DIP Agent and the Prepetition Agent, as applicable, for further distribution to the DIP Lenders and Prepetition Lenders, as applicable, in accordance with the Plan and the DIP Credit Agreement and Prepetition Credit Agreement, as applicable, and shall be deemed completed when made to or at the direction of the DIP Agent and Prepetition Agent, as applicable.

The amount of any reasonable and documented fees and expenses incurred by the DIP Agent or the Prepetition Agent with respect to effectuating distributions on account of Allowed DIP Lender Claims and Allowed Prepetition Lender Claims on and after, or in contemplation of, the Effective Date (including taxes) and any reasonable and documented compensation and expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by the by the DIP Agent or the Prepetition Agent shall be paid in Cash by the Plan Administrator.

2. Minimum Distributions

Holders of Allowed Claims entitled to distributions of \$150 or less shall not receive distributions.

3. Undeliverable Distributions and Unclaimed Property

If any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Plan Administrator or Litigation Trustee, as applicable, is notified in writing by the Holder of such Holder's then current address, at which time such distribution shall be made to such Holder without interest; provided, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code unless such Holder has timely asserted a Claim pursuant to Article VII.B for an undeliverable or unclaimed distribution. After such time, all unclaimed property or interests in property shall revert to the Wind Down Debtors or Litigation Trust, as applicable, without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Interest in property shall be discharged and forever barred.

C. Tax Issues and Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Debtors, the Plan Administrator, and the Litigation Trustee shall comply with all tax withholding and reporting requirements

imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Plan Administrator and the Litigation Trustee shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate.

Property deposited into the various Claim distribution accounts described elsewhere in the Plan (including the Professional Fee Escrow Account) will be subject to disputed ownership fund treatment under section 1.468B-9 of the United States Treasury Regulations. All corresponding elections with respect to such accounts shall be made, and such treatment shall be applied to the extent possible for state, local, and non-U.S. tax purposes. Under such treatment, a separate federal income tax return shall be filed with the IRS with respect to such accounts, any taxes (including with respect to interest, if any, or appreciation in property between the Effective Date and date of distribution) imposed on such accounts shall be paid out of the assets of such accounts (and reductions shall be made to amounts disbursed from such accounts to account for the need to pay such taxes).

D. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest, if any, as Allowed herein.

E. Setoffs and Recoupment

The Plan Administrator or Litigation Trustee, as applicable, may, but shall not be required to, set off against or recoup any payments or distributions to be made pursuant to the Plan in respect of any Claims of any nature whatsoever that the Wind Down Debtors or Litigation Trust, as applicable, may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release of any such Claim the Wind Down Debtors or Litigation Trust, as applicable, may have against the Holder of such Claim.

F. No Distributions Pending Allowance

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

G. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court

allowing any Disputed Claim becomes a Final Order, the Plan Administrator or Litigation Trustee, as applicable, shall provide to the Holder of such Claim the distribution to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Claim, without any interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law or as otherwise provided herein.

H. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

To the extent that the Holder of an Allowed Claim receives payment in full on account of such Claim from a party that is not a Debtor, Wind Down Debtor, or the Litigation Trustee, such Claim shall be Disallowed without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. The Plan Administrator or Litigation Trustee, as applicable, shall file a notice of satisfaction or other pleading evidencing such satisfactions and serve the same on the affected Holder. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, Wind Down Debtor, or the Litigation Trustee on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Wind Down Debtor or Litigation Trustee, as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Wind Down Debtors or Litigation Trustee, as applicable, annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without an objection to such Claims having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. The Plan Administrator or Litigation Trustee, as applicable, shall file a notice of satisfaction or other pleading evidencing such satisfactions and serve the same on the affected Holder.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Policy. Notwithstanding anything herein to the contrary (including, without limitation, Article X), nothing shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers under any policies of insurance or applicable indemnity, nor shall anything contained herein constitute or be

deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE X. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Term of Injunctions or Stays

Unless otherwise provided in the Plan or the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

B. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens against the property of any Estates will be fully released, and all of the right, title and interest of any holder of such Liens, including any rights to any collateral thereunder, shall attach to and be enforceable solely against any net proceeds of sales or other liquidation of such assets. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code. The DIP Agent and the Prepetition Agent shall execute and deliver all documents reasonably requested by the Plan Administrator to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Plan Administrator to file UCC-3 termination statements (to the extent applicable) with respect thereto.

C. Debtor Release

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed forever released by the Debtors, their respective Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, by, through, for, or because of the foregoing entities, from any and all Claims and Causes of Action, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors or their respective Estates, that the Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors based on or relating to, or in any manner

arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), any intercompany transaction, the DIP Loan Documents, the Prepetition Loan Documents, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Plan, the Plan Supplement, solicitation of votes on the Plan, the prepetition negotiation and settlement of Claims, the pursuit of confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted criminal conduct, actual fraud, willful misconduct, knowing violation of law, gross negligence or bad faith, but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan (collectively, the "Debtor Release"). Notwithstanding anything to the contrary in the foregoing, the Debtor Release does not release any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement (including any documents, instruments and agreements set forth in the Plan Supplement) executed to implement the Plan and shall not result in a release, waiver, or discharge of any of the Debtors' assumed indemnification provisions, if any, set forth in the Plan.

D. Release by Holders of Claims or Interests

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Releasing Party is deemed to have forever released, waived, and discharged each of the Released Parties from all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors or their respective Estates, that such Entity would have been legally entitled to assert (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), any intercompany transaction, the DIP Loan Documents, Prepetition Loan Documents, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Plan Supplement, solicitation of votes on the Plan, the prepetition negotiation and settlement of Claims, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of debt and/or securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, knowing violation of law or gross negligence, but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with

respect to their duties and responsibilities pursuant to the Plan (the “Third-Party Release”); provided, however, the Third-Party Release does not release any post-Effective Date obligations of any party or Entity under the Plan, or any document, instrument, or agreement (including the Plan Documents and other documents, instruments, and agreements set forth in the Plan Supplement) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, any Holder of a Claim or Interest who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from the Bankruptcy Court to exercise its rights and claims free of the Third-Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release should be deemed to represent its consent to the Third-Party Release. Any party seeking such relief must, in any pleading regarding this provision filed with the Bankruptcy Court: (i) identify the claim(s) or types of claims the party wishes to pursue and (ii) identify the parties or the types of parties against such claims will be asserted.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties’ contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their respective Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation

Notwithstanding anything contained in the Plan to the contrary, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from, any Cause of Action or any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Plan Supplement, solicitation of votes on the Plan, the pursuit of confirmation, the pursuit of Consummation or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place from the Petition Date through the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted criminal conduct, actual fraud, willful misconduct, knowing violation of law, or gross

negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth herein does not release or exculpate any Claim relating to any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement (including any documents, instruments and agreements set forth in the Plan Supplement) executed to implement the Plan.

F. Non-Discharge of the Debtors; Injunction

In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than setoffs exercised prior to the Petition Date) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan.

Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

G. Subordination Rights.

Any distributions under the Plan shall be received and retained free from any obligations to hold or transfer the same to any other Holder and shall not be subject to levy, garnishment, attachment, or other legal process by any Holder by reason of claimed contractual subordination

rights. Any such subordination rights shall be waived, and the Confirmation Order shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any contractual, legal, or equitable subordination rights to property distributed under the Plan, in each case other than as provided in the Plan.

ARTICLE XI. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

It shall be a condition to confirmation of the Plan that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article XI.C hereof):

1. The Bankruptcy Court shall have entered an order, in form and substance reasonably acceptable to the Debtors, approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.
2. The Plan, the Confirmation Order, and the Plan Documents shall be in a form and substance reasonably acceptable to the Debtors, the DIP Lenders, the Prepetition Lenders, and the Creditors' Committee.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article XI.C hereof):

1. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably acceptable to the Debtors.
2. All authorizations, consents, and approvals required, if any, in connection with the Plan's effectiveness shall have been obtained.
3. All actions, documents, certificates, and agreements necessary to implement the Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws, and are in form and substance, acceptable to the Debtors.
4. All sale transactions approved pursuant to the Sale Orders shall have been consummated pursuant to the Sale Orders, the Asset Purchase Agreements, and any related sale documentation.
5. All conditions precedent to the effectiveness of the Plan Administration Agreement shall have been satisfied or duly waived.
6. All conditions precedent to the effectiveness of the Litigation Trust Agreement, including the funding of the Initial Litigation Trust Funding Cash Amount, shall have been satisfied or duly waived.

7. All Allowed Professional Fee Claims approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay any unpaid Allowed Professional Fee Claims (excluding any Committee Professional Excess Amount) after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval of the Professional Fee Claims by the Bankruptcy Court.
8. All accrued and unpaid fees and expenses of the DIP Agent, the Prepetition Agent, the DIP Lenders, and the Prepetition Lenders, under the DIP Order shall have been paid in full in Cash by the Debtors.
9. The Wind Down Expense Fund shall have been funded with the Wind Down Cash Amount.

C. Waiver of Conditions

The conditions to confirmation of the Plan and to the Effective Date of the Plan set forth in this Article XI may be waived only by consent of the Debtors and the Lenders without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

D. Substantial Consummation

“Substantial Consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

**ARTICLE XII.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments

Subject to the limitations contained in the Plan, the Debtors reserve the right to modify the Plan and seek confirmation of the Plan consistent with the Bankruptcy Code and, as appropriate and to the extent allowed under the Bankruptcy Code, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan, one or more times after confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications

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

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if confirmation of the Plan and Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors or any other Entity, including the Holders of Claims; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

ARTICLE XIII. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of or related to the Chapter 11 Cases and the Plan, including jurisdiction to:

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims;
2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals;
3. Resolve any matters related to: (a) the assumption or rejection of any Executory Contract or Unexpired Lease and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, cure amounts pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease and (b) any dispute regarding whether a contract or lease is or was executory or expired;
4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. Adjudicate, decide, or resolve any and all Causes of Action (including, without limitation, the Litigation Trust Claims) and any matters related thereto;

7. Adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;
8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;
9. Enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
10. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
11. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;
12. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article X hereof and enter such orders as may be necessary or appropriate to implement or enforce such releases, injunctions, and other provisions;
13. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;
14. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
15. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement;
16. Adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;
17. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
18. Determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
19. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

20. Hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;
21. Enforce all orders previously entered by the Bankruptcy Court in the Chapter 11 Cases;
22. Hear any other matter not inconsistent with the Bankruptcy Code;
23. Enter an order closing the Chapter 11 Cases;
24. Enforce the injunction, release, and exculpation provisions provided in Article X hereof; and
25. Hear and determine all disputes involving the Plan Administration Agreement or Litigation Trust Agreement.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents

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

C. Dissolution of the Creditors' Committee

On the Effective Date, the Creditors' Committee shall dissolve automatically and the members thereof shall be released and discharged from all rights, duties, and responsibilities

arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code, except for the limited purpose of prosecuting requests for payment of Professional Fee Claims for services and reimbursement of expenses incurred prior to the Effective Date by the Creditors' Committee and its Professionals. Neither the Wind Down Debtors nor the Plan Administrator shall have any obligation, duty, or responsibility for paying any fees or expenses incurred by the members of or advisors to the Creditors' Committee after the Effective Date.

D. Termination of the Claims and Noticing Agent

At any time following the Effective Date, the Plan Administrator shall be authorized to terminate the services of the Claims and Noticing Agent by providing 30 days written notice without need for order of the Bankruptcy Court or any other party. Following termination, the Claims and Noticing Agent shall provide the Plan Administrator and the Bankruptcy Court with a copy of the Claims Register and a copy of all Filed Proofs of Claim. No later than 30 days after its termination, the Claims and Noticing Agent shall provide the Plan Administrator with a final invoice, and unless the Plan Administrator has any objections to the Claims and Noticing Agent's fees or expenses, the Plan Administrator shall be authorized to remit payment of the final invoice within 15 days of receipt. The Bankruptcy Court will retain jurisdiction to hear any dispute if the Plan Administrator and Claims and Noticing Agent cannot agree upon the amount of fees and expenses sought by the Claims and Noticing Agent.

E. Termination and Discharge of the CPO

On the Effective Date, the CPO shall be discharged from his duties as consumer privacy ombudsman in the Chapter 11 Cases. Neither the CPO, nor his professionals or advisors, shall have any liability with respect to any act or omission, statement or representation arising out of, related to, or involving in any way, the CPO's evaluations, reports, or any pleadings or other writings filed by the CPO in connection with the Chapter 11 Cases other than acts or omissions involving or arising out of gross negligence or willful misconduct. Prior to issuing or serving upon the CPO or the CPO's professionals or advisors any formal or informal discovery request, including, but not limited to, any subpoena, request for production of documents, requests for admissions, interrogatories, subpoenas *duces tecum*, requests for testimony, interrogatories, or any other discovery of any kind whatsoever in any way related to the Debtors, the Chapter 11 Cases, or the CPO's evaluations and reports (the "Discovery"), any creditor or party in interest in the Chapter 11 Cases must first file an appropriate pleading with the Bankruptcy Court to request permission to initiate the Discovery. The CPO and the CPO's professionals and advisors are authorized to retain, dispose of, or destroy any documents provided by the Debtors or any third parties to the CPO, if any, in the course of his or her evaluation, in accordance with their respective document retention policies or applicable law, if any.

F. Reservation of Rights

Before the Effective Date, neither the Plan, the Disclosure Statement, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to any Claims or Interests.

G. Successors and Assigns

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

H. Service of Documents

All notices, requests, and demands to or upon the Debtors, to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

counsel for the Debtors:

Greenberg Traurig, LLP
3333 Piedmont Road NE
Terminus 200, Suite 2500
Atlanta, GA 30305
Attn: David Kurzweil
Matthew A. Petrie
E-mail: kurzweild@gtlaw.com
petriem@gtlaw.com

All notices, requests, and demands to or upon the Plan Administrator or the Litigation Trustee shall be made as set forth in the Plan Administration Agreement or Liquidating Trust Agreement, as applicable.

I. Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.veritaglobal.net/AirPros> or the Bankruptcy Court's website at <https://www.ganb.uscourts.gov>.

K. Nonseverability of the Plan Provisions

If, before confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power

to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' or Wind Down Debtors' consent; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and, pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Debtors or the Wind Down Debtors will have any liability for the violation of any applicable law (including the Securities Act), rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of securities offered and sold under the Plan and any previous plan.

M. Waiver and Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Plan Documents, or papers Filed before the Confirmation Date.

[Remainder of Page Intentionally Left Blank.]

Respectfully submitted, as of the date set forth above,

AFH Air Pros, LLC
on behalf of itself and all other Debtors

By: /s/ Andrew D.J. Hede
Name: Andrew D.J. Hede
Titles: Chief Restructuring Officer
and Authorized Person

Exhibit B

Supplemental Opt-Out Notice

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**SUPPLEMENTAL NOTICE OF OPT-OUT FORM
REGARDING THIRD-PARTY RELEASES UNDER THE PLAN**

PLEASE TAKE NOTICE THAT on June 24, 2025, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and Its Debtor Affiliates* [Docket No. 478] (all exhibits thereto and as may be amended, supplemented, or otherwise modified from time to time, the “Plan”)² and the *Disclosure Statement for the Chapter 11 Plan of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 479] (as may be amended, modified, or supplemented from time to time, the “Disclosure Statement”) with the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

PLEASE TAKE NOTICE THAT pursuant to the Combined Hearing Notice, you previously received notice of the Disclosure Statement, the Plan, the Combined Hearing, the deadline to object to the Plan, and the releases, exculpations, and injunctions contained in the Plan, including the Third-Party Release and the process for opting out of the Third-Party Release and method for requesting an appropriate opt-out form from the Claims and Noticing Agent.

PLEASE TAKE NOTICE THAT Article X of the Plan contains certain releases, exculpations, and injunctions. These provisions affect your rights, including your rights against persons other than the Debtors. Attached hereto is an Optional Release Opt-Out Form.

PLEASE TAKE NOTICE THAT, at the hearing on August 20, 2025, the Court authorized the Debtors to send this *Supplemental Notice of Opt-Out Form Regarding Third-Party Releases Under the Plan* to the Holders of Interests in Air Pros Solutions Holdings, LLC.

**CAUTION – RESPONSE REQUIRED BY SEPTEMBER 19, 2025, AT 4:00 P.M.
(PREVAILING EASTERN TIME).**

IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

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

UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.

THE PLAN CONTAINS A THIRD-PARTY RELEASE. A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY TO YOU OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND WILL PREVENT YOU FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED WITH YOUR CONSENT, BUT CONSENT MAY BE SHOWN BY YOUR FAILURE TO ACT.

YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE. YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. **IF YOU WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 1 OF THE ENCLOSED OPT-OUT FORM. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.**

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN ARTICLE I OF THE PLAN. **THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DIP AGENT, THE DIP LENDERS, THE PREPETITION AGENT, THE PREPETITION LENDERS, AND CERTAIN SPECIFIED CURRENT DIRECTORS AND OFFICERS OF THE DEBTORS.**

PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLE X.D OF THE PLAN, WHICH ARE SET FORTH IN FULL IN ITEM 1 OF THE OPT-OUT FORM, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE. **IF YOU DO NOT ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON THE OPT-OUT NOTICE FORM, YOU WILL BE DEEMED TO HAVE EXPRESSLY AND UNCONDITIONALLY RELEASED AND DISCHARGED THE RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D OF THE PLAN.**

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants d/b/a Verita (the “Claims and Noticing Agent”) by (a) writing via first class mail to Air Pros Ballot Processing, c/o Kurtzman Carson Consultants, LLC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/airpros/inquiry>, or (c) calling the Debtors’ restructuring hotline at (866) 927-7076 (U.S./Canada) or (310) 751-2650 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at:

AFH Air Pros, LLC, *et al.*
Supplemental Opt-Out Notice

<http://www.ganb.uscourts.gov> or (b) at no charge from the Claims and Noticing Agent by accessing the Debtors' restructuring website at <https://www.veritaglobal.net/airpros>.

Dated: August 20, 2025

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

Matthew A. Petrie (Ga. Bar No. 227556)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: kurzweild@gtlaw.com

petriem@gtlaw.com

Counsel for the Debtors and Debtors in Possession

OPTIONAL: RELEASE OPT-OUT FORM

You are receiving this optional opt-out form (the “Opt-Out Form”) because you are or may be a Holder of a Claim or Interest that was not entitled to vote on the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and Its Debtor Affiliates* [Docket No. 478] (all exhibits thereto and as may be amended, supplemented, or otherwise modified from time to time, the “Plan”).¹ You are deemed to grant the Third-Party Release set forth in the Plan unless you affirmatively opt out by **September 19, 2025, at 4:00 p.m., prevailing Eastern Time** (the “Supplemental Opt-Out Deadline”). You may affirmatively opt out by, no later than the Supplemental Opt-Out Deadline, submitting this form in accordance with the directions herein.

If you choose to opt out of the Third-Party Release set forth in Article X.D of the Plan, please either (a) promptly complete, sign, and date this Opt-Out Form and return it via first class mail, overnight courier, or hand delivery to Kurtzman Carson Consultants LLC d/b/a Verita Global (the “Claims and Noticing Agent”) at the address set forth below or (b) submit your Opt-Out Form through the Claims and Noticing Agent’s online Opt-Out Portal in accordance with the directions provided below. Parties that submit their Opt-Out Form using the Opt-Out Portal should NOT also submit a paper Opt-Out Form.

THIS OPT-OUT FORM MUST BE ACTUALLY RECEIVED (WHETHER A PHYSICAL COPY IS RETURNED OR THE OPT-OUT FORM IS COMPLETED ONLINE) BY THE CLAIMS AND NOTICING AGENT BY THE SUPPLEMENTAL OPT-OUT DEADLINE. IF THE OPT-OUT FORM IS RECEIVED AFTER THE SUPPLEMENTAL OPT-OUT DEADLINE, IT WILL NOT BE COUNTED.

Item 1. Third-Party Release Opt-Out Election.

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN. **YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE SUPPLEMENTAL OPT-OUT DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) OR INTEREST(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN.**

YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE X.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

☐ **The Undersigned Holder of the Claim or Interest elects to OPT OUT of the Third-Party Release**

¹ Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Plan or Disclosure Statement, as applicable.

Important information regarding releases under the Plan.²

Article X.D of the Plan provides for a third-party release by the Releasing Parties (the “Third-Party Release”):

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Releasing Party³ is deemed to have forever released, waived, and discharged each of the Released Parties⁴ from all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors or their respective Estates, that such Entity would have been legally entitled to assert (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Debtors’ in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), any intercompany transaction, the DIP Loan Documents, Prepetition Loan Documents, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Plan Supplement, solicitation of votes on the Plan, the prepetition negotiation and settlement of Claims,

² The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Opt-Out Form. Defined terms used but not defined herein shall have the meaning ascribed to such term as in the Plan.

³ “*Releasing Party*” means each of the following, solely in its capacity as such: (a) the Debtors; (b) the Estate; (c) the DIP Agent; (d) the DIP Lenders; (e) the Prepetition Agent; (f) the Prepetition Lenders; (g) the CPO; (h) with respect to each of the foregoing entities in clauses (a) through (g), such entity’s respective current and former Affiliates, and each of such entity’s, and such entity’s current and former Affiliates’, current and former equity holders (regardless of whether such interests are held directly or indirectly), subsidiaries, officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; (i) all Holders of Claims and Interests that vote to accept the Plan; (j) all Holders of Claims and Interests that are deemed to accept the Plan and do not opt out of the Third-Party Release; (k) all Holders of Claims and Interests in voting classes that abstain from voting on the Plan and do not opt out of the Third-Party Release; (l) all Holders of Claims and Interests that vote, or are deemed, to reject the Plan and do not opt out of the Third-Party Release; (m) each Holder of an unclassified Claim who does not object to the Third-Party Release; and (n) all other Holders of Claims and Interests to the maximum extent permitted by law.

⁴ “*Released Party*” means each of the following, solely in its capacity as such: (a) the DIP Agent; (b) the DIP Lenders; (c) the Prepetition Agent; (d) the Prepetition Lenders; (e) the CPO; (f) the Released Debtor D&Os; and (g) the Debtors’ Professionals retained in these Chapter 11 Cases; (i) with respect to the Entities in the foregoing clauses (a) through (g), each such Entity’s current and former Affiliates, and such Entities’ and their current and former Affiliates’ current and former directors, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; provided that any Holder of a Claim that opts out of the Third-Party Releases contained in the Plan and any Holder of a Claim or Interest that is not a Releasing Party shall not be a “Released Party”. For the avoidance of doubt, the Non-Released Debtor D&Os shall not be Released Parties.

the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of debt and/or securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, knowing violation of law or gross negligence, but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan (the “Third-Party Release”); provided, however, the Third-Party Release does not release any post-Effective Date obligations of any party or Entity under the Plan, or any document, instrument, or agreement (including the Plan Documents and other documents, instruments, and agreements set forth in the Plan Supplement) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, any Holder of a Claim or Interest who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from the Bankruptcy Court to exercise its rights and claims free of the Third-Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third Party Release should be deemed to represent its consent to the Third-Party Release. Any party seeking such relief must, in any pleading regarding this provision filed with the Bankruptcy Court: (i) identify the claim(s) or types of claims the party wishes to pursue and (ii) identify the parties or the types of parties against whom such claims will be asserted.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties’ contributions to facilitating the restructuring and implementing the Plan; (c) a good faith settlement and compromise of the Claims released by the Third-Party Release; (d) in the best interests of the Debtors and their respective Estates; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; and (g) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Article X.F of the Plan establishes an Injunction (the “Injunction”):

In accordance with section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are

AFH Air Pros, LLC, *et al.*
Supplemental Opt-Out Notice

permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind Down Debtors, the Plan Administrator, the Litigation Trust, the Litigation Trustee, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than setoffs exercised prior to the Petition Date) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan.

Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

Item 2. **Certifications.**

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) As of the Voting Record Date (i.e., June 23, 2025), the Person or Entity is the Holder (or authorized signatory for a Holder) of a Class 7 Interest in Air Pros Solutions Holdings, LLC;
- (b) the Person or Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the *Supplemental Notice of Opt-Out Form Regarding Third-Party Releases Under the Plan* and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the Person or Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class; and
- (d) no other Opt-Out Form has been submitted or, if any other Opt-Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt-Out Forms are hereby revoked.

AFH Air Pros, LLC, *et al.*
Supplemental Opt-Out Notice

(Print or Type)

Name of Holder: _____

Signature: _____

Name of Signatory: _____
(If other than the Holder)

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Date Completed: _____

AFH Air Pros, LLC, *et al.*
Supplemental Opt-Out Notice

IF YOU HAVE MADE THE OPTIONAL OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.

By regular mail, overnight mail, or hand delivery at:

**Air Pros Ballot Processing
c/o KCC d/b/a Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

OR

By electronic, online submission:

The Claims and Noticing Agent will accept Opt-Out Forms if properly completed through the Opt-Out Portal. To submit your Opt-Out Form, please visit <https://www.veritaglobal.net/AirPros> (the “Opt-Out Portal”) and follow the instructions to submit your Opt-Out Form.

You may also scan the QR code below to access the Opt-Out Portal (<https://www.veritaglobal.net/airpros>)



In order to submit your Opt-Out Form through the Opt-Out Portal, you must use the Unique Opt Out ID# assigned to your claim.

UNIQUE OPT OUT ID: _____

UNIQUE OPT OUT PIN: _____

The Claims and Noticing Agent’s Opt-Out Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.

Parties that submit their Opt-Out Form using the Opt-Out Portal should NOT also submit a paper Opt-Out Form.

THE SUPPLEMENTAL OPT-OUT DEADLINE IS 4:00 P.M. PREVAILING EASTERN TIME ON SEPTEMBER 19, 2025.

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE YOUR OPT-OUT ELECTION ON OR BEFORE THE OPT-OUT DEADLINE. IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM, PLEASE CONTACT: AIRPROSINFORMATION@VERITAGLOBAL.COM FOR FURTHER ASSISTANCE.

Exhibit C

Effective Date Notice

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

NOTICE OF: (I) ENTRY OF ORDER CONFIRMING SECOND AMENDED CHAPTER 11 PLAN OF LIQUIDATION OF AFH AIR PROS, LLC AND ITS DEBTOR AFFILIATES; (II) OCCURRENCE OF EFFECTIVE DATE; (III) BAR DATE NOTICE FOR REJECTION DAMAGES, ADMINISTRATIVE CLAIMS, AND PROFESSIONAL FEE CLAIMS

PLEASE TAKE NOTICE THAT on September [•], 2025, the Honorable Paul M. Baisier of the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) entered an order [Docket No. •] (the “Confirmation Order”) confirming the *Second Amended Chapter 11 Plan of Liquidation of AFH Air Pros, LLC and its Debtor Affiliates* [Docket No. 478] (as modified, amended, or supplemented from time to time, the “Plan”).²

A. Occurrence of Effective Date

PLEASE TAKE FURTHER NOTICE THAT the Plan became effective on September [•], 2025 (the “Effective Date”). Each of the conditions precedent to consummation of the Plan expressed in Article XI of the Plan have been satisfied or waived in accordance with the Plan and the Confirmation Order.

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

B. Rejection Damages Claim Bar Date

PLEASE TAKE FURTHER NOTICE THAT, as of the Effective Date, each Debtor is deemed to have rejected any Executory Contract or Unexpired Lease to which it is a party, except for those that (i) were previously assumed, assumed and assigned, or rejected; (ii) expired or

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

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

terminated by their own terms; or (iii) are the subject of a motion or notice to assume or reject filed on or before the Confirmation Date.

PLEASE TAKE FURTHER NOTICE THAT if you Hold any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order, you must file and serve a proof of claim by no later than 11:59 p.m. (prevailing Eastern Time) on [•], 2025 (the “Rejection Damages Claims Bar Date”). A proof of claim on account of rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order must be submitted electronically on the Debtors’ Notice and Claims Agent’s website at <https://www.veritaglobal.net/airpros> or filed with the Debtors’ Notice and Claims Agent at the following address:

Air Pros Claims Processing Center
c/o Kurtzman Carson Consultants LLC dba Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

PLEASE TAKE FURTHER NOTICE THAT any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order that are not Filed by the Rejection Damages Claims Bar Date, unless otherwise ordered by the Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Wind Down Debtors, the Estates, the Litigation Trust, or their property, without the need for any objection by the Debtors, the Wind Down Debtors, the Plan Administrator, or the Litigation Trustee or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

C. Administrative Claims Bar Date

PLEASE TAKE FURTHER NOTICE THAT except as otherwise provided in the Plan, Confirmation Order, or with respect to DIP Lender Claims and Administrative Claims that are 503(b)(9) Claims or Professional Fee Claims, Holders of Administrative Claims must File and serve requests for payment of Administrative Claims (“Administrative Claim Requests”) no later than [•], 2025, (the “Administrative Claims Bar Date”) to the following parties: (i) counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com); (ii) counsel for the DIP Lenders and the Prepetition Lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com) and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iii) counsel to the DIP Agent and the Prepetition Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Gregg Bateman (bateman@sewkis.com) and John Ashmead (ashmead@sewkis.com), and Scroggins, Williamson &

Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iv) Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn: Jonathan S. Adams); and (v) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor New York, NY 10019, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Shirley Cho (scho@pszjlaw.com), and Cia H. Mackle (cmackle@pszjlaw.com), and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case to allow actual receipt of the foregoing no later than the Administrative Claims Bar Date.

PLEASE TAKE FURTHER NOTICE THAT Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements and/or arrangements governing, instruments evidencing, or other documents relating to such transactions and no Administrative Claim Request for payment of such Administrative Claims must be Filed or served.

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

PLEASE TAKE FURTHER NOTICE THAT Holders of Administrative Claims that are required to, but do not, File and serve an Administrative Claim Request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Bankruptcy Court orders otherwise.

D. Professional Fees Claims Bar Date

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Plan and Confirmation Order, all final requests for Professional Fee Claims incurred during the period from the Petition Date through the Effective Date must be filed with the Court ("Final Fee Applications") by no later than [•], 2025 (the "Professional Fee Claims Bar Date").

PLEASE TAKE FURTHER NOTICE THAT all Final Fee Applications will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior orders of the Bankruptcy Court, including the Interim Compensation Order, and once approved by the Bankruptcy Court, shall be promptly paid from the Professional Fee Escrow Account up to the full Allowed amount.

PLEASE TAKE FURTHER NOTICE THAT all Final Fee Applications must (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules of the Court and any orders of the Court entered in these Chapter 11 Cases; and (c) be filed with the Bankruptcy Court and served upon the following parties: (i) counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com); (ii) counsel for the DIP Lenders and the Prepetition Lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com) and Latham & Watkins LLP,

1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iii) counsel to the DIP Agent and the Prepetition Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Gregg Bateman (bateman@sewkis.com) and John Ashmead (ashmead@sewkis.com), and Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); (iv) Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia, 30303 (Attn: Jonathan S. Adams); and (v) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor New York, NY 10019, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Shirley Cho (scho@pszjlaw.com), and Cia H. Mackle (cmackle@pszjlaw.com), and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case to allow actual receipt of the foregoing no later than the Professional Fee Claims Bar Date.

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

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in the above captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at <https://www.veritaglobal.net/AirPros> or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Newnan Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court's website at <http://ecf.ganb.uscourts.gov> (registered users) or at <http://pacer.psc.uscourts.gov> (unregistered users). Further information may be obtained by using the "Submit an Inquiry" function at <https://www.veritaglobal.net/AirPros/inquiry>.

Dated: _____, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar No. 430492)

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