

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

F21 OPCO, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (MFW)

(Jointly Administered)

Ref: Docket Nos. 335, 343, 344

**NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE DEBTORS' AMENDED
JOINT PLAN PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that, on May 12, 2025, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered that certain *Order (I) Approving (A) the Adequacy of the Disclosure Statement; (B) the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors’ Joint Chapter 11 Plan; and (C) the Forms of Ballots and Notices in Connection Therewith; (II) Scheduling Certain Dates with Respect Thereto; and (III) Granting Related Relief* [D.I. 335] (the “**Disclosure Statement Order**”).

PLEASE TAKE FURTHER NOTICE that, on May 14, 2025, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) filed solicitation versions of the (i) *Disclosure Statement for Debtors’ Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 344] (the “**Disclosure Statement**”) and (ii) *Debtors’ Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 343] (as may be amended, modified or supplemented from time to time, the “**Plan**”).²

PLEASE TAKE FURTHER NOTICE that, in accordance with the Disclosure Statement Order, the Debtors hereby submit this plan supplement (this “**Plan Supplement**”), consisting of the following documents, each as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan as set forth below:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: F21 OpCo, LLC (8773); F21 Puerto Rico, LLC (5906); and F21 GiftCo Management, LLC (6412). The Debtors’ address for purposes of service in these Chapter 11 Cases is 110 East 9th Street, Suite A500, Los Angeles, CA 90079.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.



Exhibit	Document
A	Identity of the Plan Administrator
B	Form of Plan Administration Agreement
C	Schedule of Assumed Executory Contracts and Unexpired Leases
D	Schedule of Retained Causes of Action

PLEASE TAKE FURTHER NOTICE that the documents contained in this Plan Supplement are integral to, and considered part of, the Plan. If the Plan is confirmed, the documents contained in this Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan (the “**Confirmation Order**”).

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are not final and remain subject to continuing negotiations among the Debtors and other interested parties, including the Committee and the ABL Agent (on behalf of the ABL Lenders), among others. Accordingly, the Debtors reserve the right to amend, modify, or supplement any document of, or add any document to, this Plan Supplement subject to the terms and conditions of the Plan and Confirmation Order.

PLEASE TAKE FURTHER NOTICE that a hearing (the “**Confirmation Hearing**”) to consider, among other things, confirmation of the Plan, shall be held on June 24, 2025 at 11:30 a.m. (ET) before the Honorable Mary F. Walrath, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

PLEASE TAKE FURTHER NOTICE that copies of this Plan Supplement, the Disclosure Statement, the Plan, the Disclosure Statement Order, and all other documents filed in these Chapter 11 Cases may be obtained and reviewed without charge at <https://www.veritaglobal.net/forever21>, or upon request to Kurtzman Carson Consultants, LLC dba Verita Global by (i) telephone at (866) 480-0830 (U.S./Canada, toll free) or +1 (781) 575-2040 (international, toll), or (ii) email at F21info@veritaglobal.com (with “F21 Solicitation Inquiry” in the subject line).

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Dated: June 9, 2025

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ S. Alexander Faris

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Identity of the Plan Administrator

[To be provided in a supplemental filing.]

EXHIBIT B

Form of Plan Administration Agreement

PLAN ADMINISTRATION AGREEMENT

This PLAN ADMINISTRATION AGREEMENT (this “Agreement”), dated as of [●], 2025, by and among (a) F21 OpCo, LLC, on behalf of itself and the other Debtors¹, and (b) [●], to serve as (and who is deemed designated) the Plan Administrator under, as defined in, and for all purposes of the Plan, until the Plan Administrator ceases to be the Plan Administrator hereunder (the “Plan Administrator,” and with the Debtors, the “Parties”), sets forth the terms and conditions under which the Plan Administrator shall effectuate the wind down, dissolution, and liquidation of the Debtors’ Estates and to implement the terms and distributions under the *Debtors’ Amended Joint Chapter 11 Plan Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time and including all supplements thereto, the “Plan”).²

1. Appointment. The Plan Administrator has been selected by the Committee, in its sole discretion, pursuant to the terms of the Plan. Effective as of the Effective Date, the Plan Administrator is appointed to act as the Plan Administrator under the Plan to implement the Plan and wind down, liquidate or otherwise dissolve the business and affairs of the Debtors and their Estates and the non-Debtor Company Parties, and preserve and liquidate the Distribution Co. Assets, subject to the terms and conditions set forth in this Agreement, the Plan, the Plan Supplement, and the Confirmation Order. The Debtors and the Plan Administrator acknowledge that the Plan Administrator shall be a fiduciary for the Debtors’ Estates. The Plan Administrator, as Plan Administrator for all purposes of the Plan, shall act for the Distribution Co. in the same fiduciary capacity as applicable to a board of managers, directors, officers, general partner, or other governing body (each, a “Governing Body”), subject to the provisions of the Plan (and all certificates of formation, membership agreements, partnership agreements, and related documents are deemed amended by the Plan to permit and authorize the same) and, on the Effective Date, shall succeed to the powers of the Governing Body of each of the Debtors. The Plan Administrator shall be deemed a “representative” of the Debtors’ Estates as contemplated by section 1123(b)(3)(B) of the Bankruptcy Code and appointed to enforce, in its reasonable business judgment, all claims, interests, or Retained Causes of Action (as defined and set forth on the Schedule of Retained Causes of Action) held by the Debtors’ Estates on and after the Effective Date, unless any Retained Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, settled or covenanted not to be pursued pursuant to the Plan, the Plan Supplement, the Confirmation Order or another Final Order. The Plan Administrator shall be appointed the exclusive trustee of the Debtors’ Estates, Distribution Co., and the non-Debtor Company Parties for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3). The Plan Administrator is hereby appointed to make (or cause to be made) any disbursements under the Plan on and after the Effective Date, subject to the terms and conditions set forth in this Agreement, the Plan, the Plan Supplement, and the Confirmation Order. From and after the Effective Date, the Debtors’ Estates and Distribution Co. shall be managed and administered through the Plan Administrator as Plan Administrator for all purposes of the Plan, who shall have full authority to administer the provisions of the Plan subject to the terms and conditions of this Agreement, the Plan, the Plan Supplement, and the Confirmation Order. To the

¹ The Debtors in these cases are: F21 OpCo, LLC; F21 Puerto Rico, LLC; and F21 GiftCo Management, LLC.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

extent necessary, on and after the Effective Date, the Plan Administrator shall be deemed to be a substitute for the applicable Debtors as the party in interest in the Chapter 11 Cases, under the Plan, or in any judicial proceeding or appeal to which any of the Debtors is a Party.

2. Scope of Services. The Plan Administrator is to provide post-Effective Date administration, wind down, dissolution, and liquidation services that are necessary, required, desirable, or advisable to effectuate the Liquidation Process and to make certain distributions under the Plan, in accordance with this Agreement, the Plan, the Plan Supplement, and the Confirmation Order. Without limiting the provisions of the Plan applicable to the Plan Administrator, the Plan Administrator will perform the following services for the Debtors' Estates and Distribution Co. (as such services may be further described in the Plan and/or Confirmation Order, together with any other or additional tasks required to be performed by the Plan Administrator as described in the Plan and/or the Confirmation Order):

(a) oversee the maintenance of the books, records, and accounts of the post-Effective Date Debtors and the wind down and dissolution of the Debtors, Distribution Co. and any non-Debtor Company Parties, as applicable, after the Effective Date;

(b) be responsible for the ongoing administration of the Chapter 11 Cases, including, but not limited to, the claims reconciliation process, and shall have the authority to compromise or settle claims without the need for any further approval or order of the Bankruptcy Court;

(c) be responsible for all actions related to the closing of the Chapter 11 Cases;

(d) investigate, compromise, settle, and/or pursue the Retained Causes of Action;

(e) make (or cause to be made) distributions as contemplated under the Plan;

(f) in connection with making (or causing to be made) any distributions under the Plan, comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority;

(g) preserve and liquidate the Distribution Co. Assets in accordance with the Plan;

(h) take all steps to execute all instruments and documents appropriate to carry out the powers and duties enumerated in the Plan and to effectuate the distributions to be made under the Plan;

(i) establish and maintain bank accounts in the name of the post-Effective Date Debtors;

(j) subject to the terms set forth in the this Agreement and the Plan, employ, retain, designate, terminate, or replace professionals, consultants, or employees to represent it with respect to its responsibilities or otherwise effectuate the Plan to the extent necessary; *provided that*, the Plan Administrator shall be permitted to pay such professionals in the ordinary course of

business at the respective professional's standard billing rates from the Plan Administration Amount and without any further notice to or action, approval, or order of the Bankruptcy Court;

(k) pay all reasonable fees, expenses, debts, charges, and liabilities of the post-Effective Date Debtors on and after the Effective Date;

(l) administer and pay taxes of the Debtors' Estates, including filing tax returns;

(m) represent the interests of the Debtors, the Estates or Distribution Co. before any taxing authority in all matters, including any action, suit, proceeding, or audit;

(n) oversee all other tax compliance matters, such as the filing of tax returns, payment of taxes, and pursuing tax refunds as necessary;

(o) make all necessary filings in accordance with any applicable law, statute, or regulation;

(p) prepare and file quarterly reports and other filings with the Bankruptcy Court; and

(q) without the need for further Bankruptcy Court approval or order, perform such other duties and exercise such other powers as may be vested in it pursuant to an order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deemed to be necessary and proper to carry out the provisions of the Plan, in each case of the forgoing clauses.

3. Timing and Fees.

(a) The Plan Administrator will commence its responsibilities as the Plan Administrator for all purposes on the Effective Date.

(b) The Plan Administrator shall be compensated for the Plan Administrator's services from the Plan Administration Amount, subject to the terms of this Agreement, the Plan, the Plan Supplement and the Confirmation Order, as set forth in Exhibit 1 attached hereto.

(c) Any professionals retained by the Plan Administrator pursuant to the terms of this Agreement shall be paid from the Plan Administration Amount as set forth in the applicable professional's engagement letter in accordance with the terms of this Agreement, the Plan, the Plan Supplement and the Confirmation Order. Professionals retained by the Plan Administrator may include, without limitation and without further engagement documentation, approval or order of the Bankruptcy Court, [●] (collectively, the "PA Firm"). The Plan Administrator is hereby expressly authorized to use the services of the PA Firm, its affiliates and personnel as professionals (rather than utilizing other similarly situated or available personnel or professional services firms) notwithstanding that (a) the Plan Administrator may benefit (directly or indirectly) from the compensation paid to the PA Firm and (b) other persons or entities may be available to provide the same or similar work at similar or more competitive prices. In no event shall the Plan Administrator, the PA Firm, or their affiliates be subject to a claim of a conflict of interest or

breach of fiduciary duty or any other claim arising as a result of the appointment of any such person in accordance with this provision.

4. Relationship of the Parties. The Parties intend that an independent contractor relationship shall be created by this Agreement, provided that the Plan Administrator shall be a fiduciary for the Debtors' Estates. The Plan Administrator shall not be entitled to receive from the Debtors or its Estates any vacation pay, sick leave, retirement, pension or social security benefits, workers' compensation, disability, unemployment insurance benefits, or any other employee benefits.

5. Access to Information. In connection with this Agreement, the Plan Administrator shall have complete and full access to all information in relation to the Liquidation Process and regarding the Debtors, the non-Debtor Company Parties, and Distribution Co., that the Plan Administrator deems reasonably necessary to carry out its duties under this Agreement. It is understood that with respect to any information supplied to the Plan Administrator by the Debtors, the non-Debtor Company Parties, Distribution Co. and their respective representatives, the Plan Administrator is relying solely upon such information without assuming any responsibility for independent investigation or verification thereof.

6. Reliance by Plan Administrator. The Plan Administrator may rely, and shall be fully protected in acting, or refraining from acting, on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document that the Plan Administrator has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles or emails, to have been sent by the proper party or parties, and the Plan Administrator may rely as to the truth of the statements and correctness of the opinions expressed in any such documents.

7. Confidentiality. The Plan Administrator shall treat confidentially all information not publicly available that is received by the Plan Administrator in connection with this engagement or that is developed during this engagement, and the Plan Administrator shall not disclose such information except as required to perform the duties set forth herein including, but not limited to, the professionals engaged by the Plan Administrator and as required by a Court order or other legal process.

8. Exculpation; Indemnification; Insurance; Liability Limitation. On and after the Effective Date, the Plan Administrator, the PA Firm, and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and shall be indemnified and held harmless by Distribution Co., jointly and severally, except for acts or omissions constituting actual fraud, willful misconduct, or gross negligence as determined by a Final Order of a court of competent jurisdiction. The Plan Administrator may obtain at the expense of Distribution Co. in accordance with this Agreement, the Plan, the Plan Supplement, and the Confirmation Order, from the Distribution Co. Assets, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of Distribution Co. under this Agreement. The Plan Administrator may rely upon written information previously generated by the Debtors. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Plan Administrator, in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort,

contract, or otherwise, of the Debtors and their estates. For the avoidance of doubt, in no event shall the PA Firm be responsible or liable for the acts or omissions of the Plan Administrator.

No provision of this Agreement or the Plan shall require the Plan Administrator to expend or risk his own funds or those of the PA Firm or otherwise incur any financial liability in the performance of any of its duties as Plan Administrator hereunder or under the Plan, or in the exercise of any of its rights or powers, if the Plan Administrator shall have reasonable grounds for believing that repayment of funds or adequate indemnity or security satisfactory to the Plan Administrator against such risk or liability is not reasonably assured. For the avoidance of doubt, the Plan Administrator shall not be required to rely on the security, reimbursement, or indemnity of the PA Firm, its affiliates or their respective insurers in determining whether the assurances described in the preceding sentence are available.

9. Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is, in all respects, subject to the provisions of the Plan, the Plan Supplement, and the Confirmation Order. In the event that any provision of this Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control.

10. Retention of Jurisdiction. Notwithstanding the occurrence of the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over Distribution Co. and the Distribution Co. Assets after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits, and issues that may arise in connection therewith, including, without limitation, this Agreement, or any entity's obligations incurred in connection herewith, including, without limitation, any action against the Plan Administrator, the PA Firm or any professional retained by the Plan Administrator, in each case in its capacity as such. The Parties hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court in any action to enforce, interpret, and/or construe any provision of this Agreement or of any other agreement or document delivered in connection with this Agreement and also hereby irrevocably waive any defense of improper venue, *forum non conveniens*, or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each of the Parties further irrevocably agrees that any action to enforce, interpret, or construe any provision of this Agreement will be brought only in the Bankruptcy Court. Each of the Parties hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret, or construe any provision of this Agreement.

11. Amendment; Waiver. No term or provision of this Agreement may be amended or modified in any respect except by (a) a writing signed by each of the Parties or (b) an order of the Bankruptcy Court. Any Party's failure, at any time or times, to require strict performance by the other Party of any provision of this Agreement shall not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance therewith. This Agreement may be amended without further order of the Bankruptcy Court, *provided, however*, that notices of such amendments shall be filed with the Bankruptcy Court and provide all parties in interest in

the Chapter 11 Cases a reasonable opportunity to object in writing to such amendment prior to such amendment becoming effective.

12. Termination; Effect of Termination. Except as provided below, this Agreement shall terminate when the Plan Administrator reasonably determines that all duties assigned to the Plan Administrator under this Agreement, the Plan and the Confirmation Order have been completed. The Plan Administrator may resign at any time upon 30-days' written notice delivered to the Bankruptcy Court; *provided* that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator in accordance with this Agreement, but in no event for a period longer than 45 days. In the event of a resignation, the resigning Plan Administrator shall render to the successor Plan Administrator a full and complete accounting of monies and assets received, disbursed, and held during the term of office of the resigning Plan Administrator. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor (as set forth in this Agreement), and all responsibilities of the predecessor Plan Administrator relating to the Debtors in this Agreement shall be terminated.

(a) This Agreement may be terminated for cause shown pursuant to a Final Order entered by the Bankruptcy Court after notice and a hearing; *provided* that, in the event that this Agreement is terminated before its automatic termination as provided herein, the Bankruptcy Court shall appoint a successor Plan Administrator to fill the vacancy left by the termination of this Agreement. During the pendency of any dispute before the Bankruptcy Court regarding termination for cause of the Plan Administrator and any appeals related thereto, the Plan Administrator shall (i) continue to discharge the rights, obligations, and duties of the Plan Administrator, and (ii) continue to receive payment of fees and reasonable and documented expenses incurred pursuant to this Agreement.

(b) Upon termination of this Agreement or resignation of the Plan Administrator, the Plan Administrator shall be entitled to all fees and reasonable and documented expenses accrued to that date pursuant to this Agreement, including any travel or related expenses incurred in returning from the location of the services being provided under this Agreement, prior to the earlier of the termination date or resignation date.

13. Appointment of Successor Plan Administrator. Should a successor Plan Administrator be appointed in the event of death, resignation, termination, incompetent or removal of the Plan Administrator, the outgoing Plan Administrator or its legal counsel may select a successor and file a motion with the Bankruptcy Court to appoint a successor Plan Administrator. In the event neither the outgoing Plan Administrator nor its legal counsel seeks the appointment of a successor, and then no party in interest in the Chapter 11 Cases seeks the appointment of a successor Plan Administrator, the Bankruptcy Court may do so *sua sponte*. Any successor Plan Administrator appointed hereunder (a) shall consent to and accept such appointment hereunder, which may be done by email or through acquiescence in not objecting to the motion for approval of his or her appointment as successor Plan Administrator, and (b) shall not have any liability or responsibility for the acts or omissions of any predecessor(s). Thereupon, such successor Plan Administrator shall become vested with all the estates, properties, rights, powers, trusts and duties

of its predecessor with like effect as if originally named herein. Any successor Plan Administrator may be appointed to serve only on an interim basis.

14. Effectiveness. This Agreement shall be effective upon the Effective Date.

15. Notice. All invoices, notices, requests, demands, and other communications permitted or required to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given: (a) when personally delivered; (b) when sent by facsimile (with hard copy to follow) during a Business Day (or on the next Business Day if sent after the close of normal business hours or on any non-Business Day); (c) when sent by electronic mail (with hard copy to follow) during a Business Day (or on the next Business Day if sent after the close of normal business hours or on any non-Business Day); (d) one (1) Business Day after being sent by reputable overnight express courier (charges prepaid); or (e) three (3) Business Days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, requests, demands, and communications to the Parties shall be sent to the addresses indicated below:

if to the Plan Administrator, to:

[●]

with copies to its counsel:

[●]

16. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. For the avoidance of doubt, this waiver does not apply to Retained Causes of Action (as defined in the Schedule of Retained Causes of Action).

17. Miscellaneous.

(a) Sections 5, 6, and all other provisions necessary to the enforcement of the intent of this Agreement will survive the termination or expiration of this Agreement.

(b) If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent provided by applicable law.

(c) Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party.

(d) This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware without regard to choice of law or principles thereof.

(e) This Agreement, the Plan, the Plan Supplement, and the Confirmation Order encompass all of the terms and conditions between the Debtors and the Plan Administrator concerning the subject matter hereof.

(f) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (.pdf) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

THE DEBTORS:

F21 OpCo, LLC, on behalf of itself and the other Debtors

By: _____

Name: Michael Brown

Title: Co-Chief Restructuring Officer

THE PLAN ADMINISTRATOR:

By: _____

Name: [●]

Exhibit 1

Compensation of Plan Administrator

[To be determined.]

EXHIBIT C

Schedule of Assumed Executory Contracts and Unexpired Leases

None.

EXHIBIT D

Schedule of Retained Causes of Action

[To be provided in a supplemental filing.]