

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

In re:

HRI HOLDING CORP., *et al.*¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Jointly Administered)

Ref. Nos.: 734 & 735

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I)
CONFIRMING JOINT CHAPTER 11 PLAN OF HRI HOLDING CORP.
AND ITS DEBTOR AFFILIATES AND (II) APPROVING THE DISCLOSURE
STATEMENT ON A FINAL BASIS**

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

- a. filed, on August 25, 2020, the *Joint Chapter 11 Plan of HRI Holding Corp. and Its Debtor Affiliates* [D.I. 702] (as modified, supplemented and amended including all attachments and exhibits thereto, the “Plan”);²
- b. filed, on August 25, 2020, the *Disclosure Statement for Joint Chapter 11 Plan of HRI Holding Corp. and Its Debtor Affiliates* [D.I. 703] (as modified, supplemented and amended, the “Disclosure Statement”);
- c. filed, on September 16, 2020, solicitation versions of the Plan [D.I. 734] and the Disclosure Statement [D.I. 735];
- d. filed, on September 16, 2020, the *Notice of (A) Interim Approval of the Disclosure Statement and (B) Combined Hearing to Consider Final Approval of the*

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson’s/Kansas, Inc. (5739), Darryl’s of St. Louis County, Inc. (7177), Darryl’s of Overland Park, Inc. (3015), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Algonquin Houlihan’s Restaurant, L.L.C. (0449), Geneva Houlihan’s Restaurant, L.L.C. (3156), Hanley Station Houlihan’s Restaurant, LLC (8058), Houlihan’s Texas Holdings, Inc. (5485), Houlihan’s Restaurants of Texas, Inc. (4948), JGIL Mill OP LLC (0741), JGIL Millburn, LLC (6071), JGIL Milburn Op LLC (N/A), JGIL, LLC (5485), JGIL Holding Corp. (N/A), JGIL Omaha, LLC (5485), HOP NJ NY, LLC (1106), HOP Farmingdale LLC (7273), HOP Cherry Hill LLC (5012), HOP Paramus LLC (5154), HOP Lawrenceville LLC (5239), HOP Brick LLC (4416), HOP Secaucus LLC (5946), HOP Heights LLC (6017), HOP Bayonne LLC (7185), HOP Fairfield LLC (8068), HOP Ramsey LLC (8657), HOP Bridgewater LLC (1005), HOP Parsippany LLC (1520), HOP Westbury LLC (2352), HOP Weehawken LLC (2571), HOP New Brunswick LLC (2637), HOP Holmdel LLC (2638), HOP Woodbridge LLC (8965), and Houlihan’s of Chesterfield, Inc. (5073). The Debtors’ corporate headquarters and the mailing address is 8700 State Line Road, Suite 100, Leawood, Kansas 66206.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. The rules of interpretation set forth in Article I.B of the Plan shall apply to this order (the “Confirmation Order”).



Disclosure Statement and Confirmation of the Plan and the Objection Deadline Related Thereto [D.I. 736] (the “Confirmation Notice”);

- e. distributed solicitations materials, including the ballots for voting on the Plan (the “Ballots”) on or about September 23, 2020 in the form approved in that certain *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [D.I. 731] (the “Interim Approval/Procedures Order”), to holders of Claims and Interests and parties-in-interest, in compliance with the procedures contained in the Interim Approval/Procedures Order, title 11 of the United States Code (as amended, the “Bankruptcy Code”), and the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), as set forth in the *Certificate of Service* [D.I. 753] (and any supplements thereto), dated October 1, 2020 (the “Solicitation Affidavit”);
- f. filed, on November 3, 2020, the *Declaration of Leanne V. Rehder Scott Regarding the Solicitation and Tabulation of Votes on the Joint Chapter 11 Plan of HRI Holding Corp. and Its Debtor Affiliates* [D.I. 803] (the “Voting Certification”);
- g. filed, on November 3, 2020, the *Debtors’ Memorandum of Law in Support of (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* [D.I. 805] (the “Confirmation Brief”); and
- h. filed, on November 3, 2020, the *Declaration of Matthew R. Manning in Support of (A) Final Approval of the Disclosure Statement and (b) Confirmation of the Plan* [D.I. 804].

The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) having:

- a. entered the Interim Approval/Procedures Order on September 16, 2020;
- b. by the Interim Approval/Procedures Order set the deadline to object to the Plan and final approval of the Disclosure Statement as October 26, 2020 at 4:00 p.m. prevailing Eastern Time and the Plan voting deadline as October 26, 2020 at 11:59 p.m. prevailing Eastern Time;
- c. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Voting Certification, and all other pleadings, exhibits, statements, affidavits, declarations, and comments regarding Confirmation of the Plan, including all objections, statements and reservations of rights made with respect thereto;

- d. heard the statements, arguments and objections made by counsel and parties-in-interest in respect of final approval of the Disclosure Statement and Confirmation of the Plan;
- e. considered all oral representations, testimony, documents, filings, and other evidence regarding final approval of the Disclosure Statement and Confirmation of the Plan;
- f. overruled any and all objections to final approval of the Disclosure Statement, the Plan and Confirmation thereof and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated in this Confirmation Order or on the record at the Confirmation Hearing; and
- g. taken judicial notice of the papers and pleadings filed in these chapter 11 cases (the "Chapter 11 Cases").

NOW, THEREFORE, it appearing to the Bankruptcy Court that notice of the Confirmation Hearing and the opportunity for any party-in-interest to object to final approval of the Disclosure Statement and Confirmation have been adequate and appropriate as to all entities affected or to be affected by the Disclosure Statement, the Plan and the transactions contemplated thereby, that the legal and factual bases set forth in the documents filed in support of final approval of the Disclosure Statement and Confirmation and presented at the Confirmation Hearing establish just cause for the relief granted herein, and that after due deliberation thereon and good cause appearing therefore, the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). The Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. Approval of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Bankruptcy Court has jurisdiction to enter a final order with respect thereto. Venue was proper as of the Petition Date and is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Eligibility for Relief. Each Debtor qualifies as a “debtor” under Bankruptcy Code section 109. As such, the Debtors are proper proponents of the Plan.

D. Commencement of these Chapter 11 Cases. On November 14, 2019 (the “Petition Date”), the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors-in-possession, pursuant to Bankruptcy Code sections 1107(a) and 1108. As of the date hereof, no trustee or examiner has been appointed in these Chapter 11 Cases.

E. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket of the Debtors’ Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of these Chapter 11 Cases.

F. Claims Bar Date. On February 26, 2020, the Bankruptcy Court entered the *Order Granting Motion of the Debtors for Entry of an Order (A) Establishing Bar Dates for Filing Proofs of Claim; (B) Approving the Form and Manner for Filing Proofs of Claim and (C)*

Approving Notice Thereof [D.I. 498] (the “Bar Date Order”). Pursuant to the Bar Date Order, the Court established April 1, 2020 at 4:00 p.m. (prevailing Pacific Time) as the deadline for each person or entity (other than governmental entities) asserting (i) a claim against the Debtors arising (or deemed to arise) before the Petition Date, including any claim arising under Bankruptcy Code section 503(b)(9) and (ii) any right to payment constituting a cost or expense of administration of the Debtors’ Chapter 11 Cases arising under Bankruptcy Code sections 503(b) and 507(a)(2) against the Debtors that may have arisen, accrued or otherwise became due and payable at any time during the period from the Petition Date through and including February 29, 2020. In addition, the Bar Date Order set May 12, 2020 at 4:00 p.m. (prevailing Pacific Time) as the deadline for all governmental entities holding such claims to file proofs of claim.

G. Burden of Proof. The Debtors have the burden of proving the elements of Bankruptcy Code sections 1129(a) and (b) by a preponderance of the evidence. The Debtors have met their burden with respect to each applicable element of Bankruptcy Code section 1129. Each witness who testified on behalf of the Debtors at or in connection with the Confirmation Hearing was credible, reliable and qualified to testify as to the topics addressed in his or her testimony.

Adequacy of the Disclosure Statement

H. The Disclosure Statement. The information contained in the Disclosure Statement contained 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 within the meaning of Bankruptcy Code section 1125 and complies with any additional requirements of the Bankruptcy Code, Bankruptcy Rules and applicable non-bankruptcy law. Specifically, but without limitation, the

Disclosure Statement complies with the requirements of Bankruptcy Rule 3016(c) by sufficiently describing in specific and conspicuous bold language the provisions of the Plan that provide for releases and injunctions against conduct not otherwise enjoined under the Bankruptcy Code and sufficiently identifies the persons and entities that are subject to the releases and injunctions. The Debtors' use of the Disclosure Statement to solicit votes to accept or reject the Plan was authorized by the Interim Approval/Procedures Order and was appropriate. Solicitation of votes on the Plan was in compliance with the Interim Approval/Procedures Order.

The Solicitation Process

I. **Solicitation.** Each of the Plan, the Disclosure Statement, the Ballots and the Confirmation Notice were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), and the Interim Approval/Procedures Order. The form of the Ballot adequately addresses the particular needs of these Chapter 11 Cases and is appropriate for the holders of Claims in Classes 4 (Prepetition Secured Obligations Claims), 5 (General Unsecured Claims) and 6 (Prepetition Secured Obligations Deficiency Claims) – the Classes of Claims entitled to vote to accept or reject the Plan. The period during which the Debtors solicited acceptances to the Plan was a reasonable period of time for holders to make an informed decision to accept or reject the Plan, and was in accordance with the Interim Approval/Procedures Order, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule or regulation. The Debtors were not required to solicit votes from the holders of Claims or Interests in Class 1 (Secured Tax Claims), Class 2 (Other Secured Claims), Class 3 (Other Priority Claims), Class 7 (Subordinated Claims), Class 8 (Intercompany

Interests), or Class 9 (Interests in Holdco) as these Classes and Interests are (i) unimpaired under the Plan, and thus, the holders of such Claims or Interests are deemed to have accepted the Plan; or (ii) not receiving or retaining any property under the Plan, and thus, the holders of such Claims or Interests are deemed to reject the Plan. As described in and as evidenced by the Voting Certification, the transmittal and service of the Plan, the Disclosure Statement, the Ballot, and the Confirmation Notice (the “Solicitation”) were timely, adequate and sufficient under the circumstances.

J. Notice. All parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to Confirmation of the Plan) were served with the Confirmation Notice and have been given due, proper, timely, and adequate notice in accordance with the Interim Approval/Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule or regulation, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice or resolicitation is required.

K. Good Faith Solicitation. Based on the record before the Bankruptcy Court in these Chapter 11 Cases, the Debtors, the Administrative Agent, the Prepetition Secured Lenders and each of their respective affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys have acted in “good faith” within the meaning of Bankruptcy Code section 1125(e) in compliance with the applicable provisions of the Interim Approval/Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in Bankruptcy Code

section 1125 and are entitled to the protections afforded by Bankruptcy Code section 1125(e) and, to the extent such parties are listed therein, the exculpation provisions set forth in Article VIII of the Plan.

L. Voting. As evidenced by the Voting Certification, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Plan, the Interim Approval/Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule or regulation. As set forth in the Voting Certification, Classes 4 and 6 voted to confirm the Plan in each of the Debtors' Chapter 11 Cases and Class 5 voted to confirm the Plan in twenty-seven (27) of thirty-nine (39) of the Chapter 11 Cases. Based on the foregoing, and as evidenced by the Voting Certification, such Impaired Classes of Claims entitled to vote on the Plan have voted to accept the Plan in accordance with the requirements of Bankruptcy Code sections 1124 and 1126.

M. Releases, Exculpation and Injunction. Pursuant to Bankruptcy Code section 1123(b)(3) and Bankruptcy Rule 9019(a), the releases, settlements, compromises, exculpations, and injunctions set forth in Article VIII of the Plan and as modified (as applicable) and implemented by this Confirmation Order, are fair, equitable, reasonable and in the best interests of the Debtors, their Estates, Creditors and Interest holders. The Debtors' Releases and the Consensual Third-Party Releases are warranted, necessary and appropriate, and are, in the case of the Consensual Third-Party Release, consensual, and such releases are supported by the facts and the circumstances of these Chapter 11 Cases and are consistent with Bankruptcy Code sections 105, 1123(b)(6) and 1129 and applicable law in this jurisdiction. The record of the Confirmation Hearing and these Chapter 11 Cases is sufficient to support the settlements, releases, exculpations, and injunctions provided for in Article VIII of the Plan.

Compliance with the Requirements of Bankruptcy Code Section 1129

N. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies the Debtors as the proponents of the Plan, thereby satisfying Bankruptcy Code section 1129(a)(1).

(i) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). With the exception of the Administrative Claims (including Professional Fee Claims), 503(b)(9) Claims and Priority Tax Claims, which need not be classified, Article III of the Plan classifies nine (9) Classes of Claims and Interests in the Debtors. The Claims and Interests placed in each Class are substantially similar to the other Claims and Interests, as the case may be, in each such Class. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between holders of Claims and Interests. Accordingly, the Plan satisfies Bankruptcy Code sections 1122 and 1123(a)(1).

(ii) Unimpaired Classes Specified (11 U.S.C. § 1123(a)(2)). Article III.B of the Plan specifies that Claims in Class 1 (Secured Tax Claims), Class 2 (Other Secured Claims) and Class 3 (Other Priority Claims) (collectively, the “Unimpaired Classes”) are unimpaired under the Plan within the meaning of Bankruptcy Code section 1124, thereby satisfying Bankruptcy Code section 1123(a)(2).

(iii) Specified Treatment of Impaired Class (11 U.S.C. § 1123(a)(3)). Article III.B of the Plan designates Claims and Interests in Class 4 (Prepetition Secured Obligations Claims), Class 5 (General Unsecured Claims), Class 6 (Prepetition Secured Obligations Deficiency Claims), Class 7 (Subordinated Claims), Class 8 (Intercompany Interests), and Class

9 (Interests in Holdco) (collectively, the “Impaired Classes”) as impaired within the meaning of Bankruptcy Code section 1124 and clearly specifies the treatment of such Claims in such Classes, thereby satisfying Bankruptcy Code section 1123(a)(3).

(iv) No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment for each Claim or Interest in each respective Class thereby satisfying Bankruptcy Code section 1123(a)(4).

(v) Adequate Means for Plan Implementation (11 U.S.C. § 1123(a)(5)). The Plan provides adequate and proper means for the implementation of the Plan, including, without limitation, (i) appointment of the Plan Administrator and (ii) procedures for making distributions to holders of Allowed Claims and Interests. Accordingly, the Plan satisfies Bankruptcy Code section 1123(a)(5).

(vi) Prohibition of Issuance of Non-Voting Securities (11 U.S.C. § 1123(a)(6)). Bankruptcy Code section 1123(a)(6) does not apply to the Plan because the Debtors do not propose to issue any non-voting equity securities under the Plan and any charter of the Debtors will, after the Effective Date, no longer be valid and existing, except as otherwise set forth in Article IV of the Plan.

(vii) Designation of Officers, Directors or Trustees (11 U.S.C. § 1123(a)(7)). On the Effective Date, all persons acting as directors, managers and officers of the Debtors shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole director or manager and the sole officer of each Debtor and shall succeed to the powers of the Debtors’ managers and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Debtors. The identity of the Plan Administrator has been fully disclosed in the Plan Supplement and was

selected in a manner consistent with the interests of creditors. Therefore, the Debtors have satisfied Bankruptcy Code section 1123(a)(7).

(viii) Earnings from Personal Services (11 U.S.C. § 1123(a)(8)). Bankruptcy Code section 1123(a)(8) applies only to individual debtors and is not applicable to these Chapter 11 Cases.

(ix) Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). As permitted by Bankruptcy Code section 1123(b)(1), pursuant to Articles III.A and III.B of the Plan, Claims or Interests in the Impaired Classes are impaired and, pursuant to Articles III.A and III.B of the Plan, Claims in the Unimpaired Classes, are unimpaired.

(x) Assumption and Rejection (11 U.S.C. § 1123(b)(2)). As permitted by Bankruptcy Code section 1123(b)(2) and Article V of the Plan, all executory contracts and unexpired leases, except as set forth herein or in Articles V.A, V.B and V.C, of the Plan, shall be deemed rejected as of the Effective Date, unless such executory contract or unexpired lease: (i) was assumed or rejected previously by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to assume Filed on or before the Effective Date; or (iv) has been assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement.

(xi) Settlement/Retention of Claim or Interests (11 U.S.C. § 1123(b)(3)). The entry of this Confirmation Order constitutes the Bankruptcy Court's approval of all the compromises and settlements embodied in the Plan, including, but not limited to, the Global Settlement, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements, including but not limited to the Global Settlement, are in the best interests of the Debtors, their Estates and all holders of Claims and Interests, and are fair,

equitable and well within the range of reasonableness. In concluding that the compromises and settlements, including the Global Settlement, contained in the Plan are substantively fair, the Bankruptcy Court considered the following factors: (i) the probability of success of potential litigation compared to the benefit of such compromises and settlement; (ii) the likelihood of complex and protracted litigation and the risk and difficulty of collecting on the judgment; (iii) the proportion of creditors and parties-in-interest that support the compromises and settlements, including the Global Settlement; (iv) the competency of counsel; and (v) the extent to which the compromises and settlement, including the Global Settlement, are the product of arms'-length negotiations. The Bankruptcy Court finds that each of these factors weigh in favor of approving the compromises and settlements, including the Global Settlement, embodied in the Plan. With respect to retention of Claims and Interests, as permitted by Bankruptcy Code section 1123(b)(3), Article IV of the Plan provides that, from and after the Effective Date, except as otherwise expressly provided in the Plan, the Plan Administrator may pursue (i) objections to, estimation of and settlements of Claims, regardless of whether any such Claim is listed on the Debtors' Schedules, other than Claims that are Allowed pursuant to the Plan and (ii) the prosecution, settlement or abandonment of any retained Causes of Action.

(xii) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). As permitted by Bankruptcy Code section 1123(b)(6), the Plan includes other appropriate provisions not inconsistent with the applicable provisions of the Bankruptcy Code, including, without limitation, certain release, exculpation and injunction provisions in Article VIII of the Plan. Based upon the facts and circumstances of these Chapter 11 Cases, the release, exculpation and injunction provisions in the Plan, including the releases set forth in Article VIII.D, VIII.E, VIII.F, and VIII.G of the Plan, are fair, equitable and reasonable, are supported by sufficient and

valuable consideration, are an integral component of compromises and settlements underlying the Plan, are necessary for the realization of value for stakeholders, are the product of extensive arms'-length negotiations, or based on consent, were necessary to the formation of the consensus embodied in the Plan documents, are in the best interests of the Debtors and their Estates, Creditors and Interest holders, and are, in light of the foregoing, appropriate. The failure to implement the release, exculpation and injunction provisions could seriously impair the Debtors' ability to confirm and consummate the Plan, and could possibly lead to the conversion of the Debtors' Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code. Each Exculpated Party and Released Party afforded value to the Debtors and aided in the Plan process. Each Exculpated Party and Released Party played an integral role in the formulation of the Plan and has expended significant time and resources analyzing and negotiating the issues presented by these Chapter 11 Cases. In addition, the Consensual Third-Party Releases set forth in Article VIII.E of the Plan are consensual and the exculpations in Article VIII.F of the Plan do not relieve any party of liability for fraud, gross negligence or willful misconduct. Accordingly, based upon the record of these Chapter 11 Cases, the representations of the parties and/or the evidence proffered or adduced at the Confirmation Hearing, the Bankruptcy Court finds that the release, exculpation and injunction provisions set forth in Article VIII of the Plan are consistent with the Bankruptcy Code and applicable law and are appropriate under the circumstances.

O. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). Except as otherwise provided for or permitted by order of the Bankruptcy Court, the Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Interim Approval/Procedures Order in transmitting the Plan, the Disclosure Statement, the Ballots, and related documents and notices and in soliciting and tabulating the

votes on the Plan. Accordingly, the requirements of Bankruptcy Code section 1129(a)(2) are satisfied.

P. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan, including all documents necessary to effectuate the Plan, in good faith and not by any means forbidden by law, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(3). The Debtors' good faith is evident from the facts and record of these Chapter 11 Cases, the Disclosure Statement and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' good faith, serve the public interest and assure fair treatment of holders of Claims and Interests. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates and to maximize distributions to all Creditors and Interest holders. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arms' length, are consistent with Bankruptcy Code sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142, and are integral to the Plan and supported by valuable consideration.

Q. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made by the Debtors, or by any other person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with these Chapter 11 Cases, or in connection with the Plan and incidental to these Chapter 11 Cases, has been approved by, or shall be subject to the approval of, the Bankruptcy Court as reasonable. Accordingly, the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(4).

R. Directors, Officers, and Successors (11 U.S.C. § 1129(a)(5)). On the Effective Date, all persons acting as directors, managers and officers of the Debtors shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole director or manager and the sole officer of each Debtor and shall succeed to the powers of the Debtors' managers and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Debtors. The identity of the Plan Administrator has been fully disclosed in the Plan Supplement, and was selected in a manner consistent with the interests of creditors.

S. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for any rate changes over which a governmental regulatory commission has jurisdiction. Accordingly, Bankruptcy Code section 1129(a)(6) is not applicable in these Chapter 11 Cases.

T. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The analysis set forth in the Disclosure Statement and other evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence and (iii) establishes that each holder of a Claim in an Impaired Class either has accepted the Plan or will receive or retain under the Plan, on account of such Claim, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. The Plan effects the Global Settlement. Recoveries pursuant to the Plan are equal to or in excess of those that would be available if the Debtors were liquidated pursuant to chapter 7 and, therefore, the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(7).

U. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Claims in Class 1 (Secured Tax Claims), Class 2 (Other Secured Claims) and Class 3 (Other Priority Claims) are

unimpaired under the Plan and are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejections pursuant to Bankruptcy Code section 1126(f). Holders of Claims in Classes 4 (Prepetition Secured Obligations Claims) and Class 6 (Prepetition Secured Obligations Deficiency Claims) voted to accept the Plan by at least two-thirds in amount and one-half in number in each of the Chapter 11 Cases and, with respect to Class 5 (General Unsecured Claims), in twenty-seven (27) of thirty-nine (39) of the Debtors' Chapter 11 Cases. *See* Voting Certification. Accordingly, the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(8).

V. Treatment of Administrative Claims, Priority Tax Claims and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Claims under the Plan of the type specified in Bankruptcy Code sections 507(a)(1) through 507(a)(8), if any, complies with the provisions of Bankruptcy Code section 1129(a)(9) because Article II of the Plan provides that, except to the extent an entity agrees to less favorable treatment: (i) each holder of an Allowed Administrative Claim (except with respect to Professional Fee Claims, which shall be paid upon Final Order of allowance by the Bankruptcy Court) shall receive, in full and final satisfaction, compromise, settlement, and release of and in exchange for its Allowed Administrative Claim, payment in full from the Priority Claims Reserve on or as soon as practical after the Effective Date and (ii) each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, compromise, settlement, and release of and in exchange for its Claim, payment in full from the Priority Claims Reserve. Accordingly, the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(9).

W. Acceptance by at Least One Impaired Class (11 U.S.C. § 1129(a)(10)). The requirements of Bankruptcy Code section 1129(a)(10) are met with respect to the Debtors. *See*

Voting Certification. Claims in Class 1 (Secured Tax Claims), Class 2 (Other Secured Claims) and Class 3 (Other Priority Claims) are unimpaired under the Plan and are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejections pursuant to Bankruptcy Code section 1126(f). Holders of Claims in Classes 4 (Prepetition Secured Obligations Claims) and Class 6 (Prepetition Secured Obligations Deficiency Claims) voted to accept the Plan by at least two-thirds in amount and one-half in number in each of the Chapter 11 Cases and, with respect to Class 5 (General Unsecured Claims), in twenty-seven (27) of thirty-nine (39) of the Debtors' Chapter 11 Cases. *See* Voting Certification. Accordingly, the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(10).

X. Feasibility (11 U.S.C. § 1129(a)(11)). The Plan satisfies Bankruptcy Code section 1129(a)(11). The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence and (iii) establishes that the Plan is feasible and that there is a reasonable prospect of the Debtors being able to meet their financial obligations under the Plan and that confirmation of the Plan is not likely to be followed by the need for further liquidation or financial reorganization of the Debtors, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(11).

Y. Payment of Fees (11 U.S.C. § 1129(a)(12)). All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code have been paid or will be paid on or prior to the Effective Date by the Debtors. Accordingly, the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(12).

Z. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). With respect to the Impaired Classes deemed to reject the Plan, the Plan may be confirmed pursuant to

Bankruptcy Code section 1129(b) even though the requirements of section 1129(a)(8) have not been met. The Debtors have demonstrated by a preponderance of the evidence that the Plan (a) satisfies all of the other requirements of section 1129(a) of the Bankruptcy Code and (b) does not “discriminate unfairly” and is “fair and equitable” with respect to Classes that were deemed to reject the Plan. The Plan is “fair and equitable” with respect to the non-accepting Claimants because no junior Class of Claims or Interests will receive or retain any property from the Debtors’ Estates under the Plan on account of such Claims or Interests. The evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in declarations filed in connection with, the Confirmation Hearing regarding the Debtors’ classification and treatment of Claims: (a) is reasonable, persuasive, credible, and accurate; (b) utilizes reasonable and appropriate methodologies and assumptions and (c) has not been controverted by other creditable evidence. The Plan, therefore, satisfies the requirements of Bankruptcy Code section 1129 and may be confirmed despite the fact that not all Impaired Classes in each of the Chapter 11 Cases have voted to accept the Plan.

AA. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan that was solicited and brought to the Bankruptcy Court for confirmation in these Chapter 11 Cases. Accordingly, Bankruptcy Code section 1129(c) is inapplicable in these Chapter 11 Cases.

BB. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, and no governmental entity has objected to the confirmation of the Plan on any such grounds. Accordingly, the Plan satisfies the requirements of Bankruptcy Code section 1129(d).

CC. Non-Applicability of Certain Sections (11 U.S.C. §§ 1123(c), 1129(a)(13) - (16), 1129(e)). The Debtors are not an individual and do not owe any domestic support. The Debtors also have no obligation to pay for retiree benefits and are neither nonprofit corporations nor “small businesses.” Accordingly, Bankruptcy Code sections 1123(c), 1129(a)(13) - (16) and 1129(e) do not apply to these Chapter 11 Cases.

DD. Modifications of the Plan (11 U.S.C. § 1127). The modifications made to the Plan since the Solicitation do not constitute changes that materially or adversely change the treatment of any Claims or Interests and do not require additional disclosure under Bankruptcy Code section 1125 or resolicitation of acceptances or rejections of the Plan under Bankruptcy Code section 1126, nor do they require that holders of Claims or Interests against the Debtors be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Thus, the Debtors have complied in all respects with Bankruptcy Code section 1127 and Bankruptcy Rule 3019.

EE. Satisfaction of Confirmation Requirements. Based upon the foregoing, all other pleadings, documents, exhibits, statements, declarations, and affidavits filed in connection with Confirmation of the Plan, and all evidence and arguments made, proffered or adduced at the Confirmation Hearing, related to the Plan satisfy the requirements for confirmation set forth in Bankruptcy Code section 1129.

FF. Implementation. All documents and agreements necessary to implement the Plan, and all other relevant and necessary documents, have been negotiated in good faith and at arms’ length, do not inappropriately conflict with applicable non-bankruptcy law, and shall, upon completion of documentation and execution, be valid, binding and enforceable agreements.

GG. Good Faith. Based on the record before this Bankruptcy Court in these Chapter 11 Cases, the Debtors will be acting in good faith within the meaning of Bankruptcy Code section 1125(e) if they proceed to (i) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby and (ii) take the actions authorized and directed by this Confirmation Order, and shall not be liable under any applicable law, rule or regulation governing solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of securities.

HH. Additional Findings Regarding Releases. The releases provided pursuant to Article VIII of the Plan: (i) represent a sound exercise of the Debtors' business judgment; (ii) were negotiated in good faith and at arms' length and (iii) are (a) in exchange for good and valuable consideration, (b) a good faith settlement and compromise of the claims released thereby, (c) in the best interest of the Debtors and their Estates, and (d) fair, equitable and reasonable under the circumstances of these Chapter 11 Cases. The releases provided by Article VIII.E of the Plan are consensual.

II. Retention of Jurisdiction. Pursuant to Bankruptcy Code sections 105(a) and 1142, and notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, this Bankruptcy Court, except as otherwise provided in the Plan or herein, shall retain jurisdiction over all matters arising out of, and related to, these Chapter 11 Cases and the Plan to the fullest extent permitted by law.

ORDER

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

1. **General Decrees and Implementation**

1. Adequacy of the Disclosure Statement. The Disclosure Statement hereby is APPROVED on a final basis as containing adequate information within the meaning of Bankruptcy Code section 1125 and contains sufficient information of a kind necessary to satisfy the disclosure requirements of any applicable non-bankruptcy laws, rules and regulations.

2. Confirmation of the Plan. The Plan and each of its provisions, shall be, and hereby is, CONFIRMED pursuant to Bankruptcy Code section 1129. The terms of the Plan are incorporated by reference into and are an integral part of this Confirmation Order.

3. Objections Overruled. All objections, responses to, and statements and comments, if any, in opposition to or inconsistent with the Plan, other than those withdrawn with prejudice or resolved in their entirety prior to, or on the record at, the Confirmation Hearing, shall be, and hereby are, OVERRULED and DENIED in their entirety. All withdrawn objections are deemed withdrawn with prejudice.

4. Plan Classification Controlling. Unless otherwise set forth herein, the classifications of Claims and Interests for purposes of distributions under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballot tendered to or returned by the Debtors' creditors in connection with voting on the Plan (a) were set forth on the Ballots solely for the purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims or Interests under the Plan for distribution purposes, (c) may not be relied upon by any Creditor or Interest holder as representing the actual classification of such Claims or Interests under the Plan for distribution or any other purpose (other than for evidencing the vote

of such party on the Plan), and (d) shall not be binding on the Debtors, the Plan Administrator or holders of Claims or Interests for purposes other than for voting.

5. Transfers to the Post-Effective Date Debtors. On the Effective Date, the Debtors and their Estates shall transfer and shall be deemed to have irrevocably transferred to the Post-Effective Date Debtors, the Remaining Estate Assets, which transfer shall be free and clear of Claims and Liens and contractually imposed restrictions except as otherwise provided herein.

6. Confirmation Notice. The Debtors provided good and sufficient notice of the Confirmation Hearing and the deadlines for filing and serving objections to the Plan, which notices are hereby approved.

7. Implementation of the Plan. The Debtors, the Post-Effective Date Debtors and the Plan Administrator, each to the extent applicable and in accordance with the terms and conditions of the Plan, are authorized to (i) execute, deliver, file, and/or record such documents, contracts, instruments, releases, and other agreements, (ii) make any and all distributions and transfers contemplated pursuant to, and as provided for in, the Plan, and (iii) take such other actions as may be necessary to effectuate, implement and further evidence the terms and conditions of the Plan.

8. No Action. To the extent that, under applicable non-bankruptcy law, any action to effectuate the terms of this Plan that would otherwise require the consent or approval of the members, managers, directors, or officers of the Debtors, this Confirmation Order shall, pursuant to Bankruptcy Code sections 1123(a)(5) and 1142, constitute the consent or approval, and such actions are deemed to have been taken by unanimous action of the members, managers, directors, and officers of the Debtors.

9. Binding Effect. From and after entry of this Confirmation Order, and subject to the occurrence of the Effective Date, except to the extent otherwise provided in the Plan or this Confirmation Order, the provisions of the Plan, as applicable, shall be binding on and shall inure to the benefit of, any heir, executor, administrator, personal representative, successor, or assign of such Person, including, but not limited to, all holders of Claims and Interests of the Debtors (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan), and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, and all other parties-in-interest in these Chapter 11 Cases.

10. Vesting of Assets. Notwithstanding Bankruptcy Code section 1141(b), all of the Remaining Estate Assets shall immediately vest in the Post-Effective Date Debtors on the Effective Date.

11. Cancellation of Outstanding Interests. As of the Effective Date, except for purposes of evidencing a right to a distribution under the Plan or as otherwise provided for in the Plan or herein, (a) all agreements and other documents evidencing the Claims or rights of any holders of such Claims against the Debtors, including, but not limited to, all contracts, notes and guarantees, and (b) all Interests, shall be deemed automatically cancelled and the obligations of the Debtors thereunder or in any way related thereto, including any obligation of the Debtors to pay any franchise or similar type taxes on account of such Claims or Interests, shall be released.

12. Cancellation of Existing Securities. Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated in the Plan, on the Effective Date, 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 and purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors related thereto shall be cancelled and deemed null and void.

13. Directors, Officers and Board Members of the Debtors. As of the Effective Date, except for purposes of evidencing a right to a distribution under the Plan or as otherwise provided for in the Plan or herein, all officers, directors and members and managers of the Debtors shall be deemed to have resigned and shall be discharged from any further duties and responsibilities in such capacity.

14. Appointment of the Plan Administrator. As of the Effective Date, pursuant to the Plan, Anthony M. Saccullo, a Member of Saccullo Business Consulting, LLC, shall be appointed as the Plan Administrator.

2. **Treatment of Executory Contracts and Unexpired Leases**

15. The provisions of Article V of the Plan governing executory contracts and unexpired leases are hereby approved in their entirety.

16. Rejection of Contracts and Leases. On the Effective Date, except as otherwise provided under the Plan, and except to the extent that the Debtors either previously have assumed, assumed and assigned, or rejected an executory contract or unexpired lease by an order of the Bankruptcy Court or have filed a motion to assume or assume and assign an executory contract or unexpired lease prior to the Effective Date, each executory contract and unexpired lease entered into by the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be deemed rejected pursuant to Bankruptcy Code section 365. This Confirmation Order shall constitute approval of any such rejections pursuant to Bankruptcy Code sections 365(a) and 1123.

17. Claims Based on Rejection of Contracts or Leases. Claims arising from November 14, 2019 through and including the Effective Date, if any, arising from the rejection of executory contracts and unexpired leases pursuant to the Plan, must be filed with the Bankruptcy Court and served on the Plan Administrator no later than thirty (30) days after the earlier of (a) service of Notice of the Effective Date, or (b) service of notice of entry of an order of the Bankruptcy Court (other than the Confirmation Order) approving the rejection of a particular Executory Contract or Unexpired Lease on the counterparty thereto. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to the Plan for which proofs of claim are not timely filed within that time period shall be automatically disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Post-Effective Date Debtors or the Estates without the need for any objection by the Debtors or the Plan Administrator or further notice to, or action, order, or approval of the Bankruptcy Court, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. Any such Claims that are timely filed as provided herein shall be treated, to the extent Allowed, as Class 5 (General Unsecured Claims) under the Plan and shall be subject to the provisions of Article III of the Plan.

3. **Distributions and Claims**

18. Distributions. The provisions of the Plan governing distributions and procedures for resolving and treating Disputed Claims are approved and found to be fair and reasonable. Unless otherwise set forth in the Plan, the Plan Administrator shall make all distributions under the Plan on account of Allowed Claims against the Debtors pursuant to the terms of the Plan.

19. Objections to Claims. Any objections to a proof of Claim, other than Professional Fee Claims, Administrative Claims or Claims or Interests that are Allowed pursuant to the Plan,

shall be filed on or before the one hundred and eightieth (180th) day after the Effective Date, or such later deadline for objecting to claims as may be fixed by an order of this Bankruptcy Court upon motion filed by the Plan Administrator. With respect to Administrative Claims (other than requests for payment of Professional Fee Claims or Claims or Interests that are Allowed pursuant to the Plan, the deadline for filing objections to requests for payment of Administrative Claims (other than requests for payment of Professional Fee Claims) shall be the later of (1) ninety (90) days after the Effective Date and (2) ninety (90) days after the Filing of the applicable request for payment of the Administrative Claims; *provided* that the Administrative Claim Objection Bar Date may be extended by the Bankruptcy Court after notice and a hearing. Absent further order of this Bankruptcy Court, any objection not filed by such deadlines shall be deemed waived, and the Claim shall be an Allowed Claim in the amount set forth on the proof of claim filed by the holder of such Claim. With respect to any Claim objection that was filed by the Debtors but not yet resolved by entry of a Final Order prior to the Effective Date, the Plan Administrator shall be substituted in the place of the Debtors, as of the Effective Date, and shall have the right to continue to prosecute or to settle such objections in accordance with the terms of the Plan and this Confirmation Order.

20. Setoffs and Recoupment. Except with respect to Professional Fee Claims or Claims or Interests that are Allowed pursuant to the Plan, the Plan Administrator may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors may have against the claimant pursuant to Bankruptcy Code section 558 or otherwise, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Post-Effective Date Debtors of any such Claim they may have against the holder of such Claim.

21. Administrative Claim Bar Date. Except as otherwise provided in the Plan, requests for payment of Administrative Claims must have been or be filed on or before the Administrative Claims Bar Date, which (i) was April 1, 2020 at 4:00 p.m. prevailing Pacific Time for Administrative Claims arising from the Petition Date through and including February 29, 2020 and (ii) is twenty-one (21) days from service of the notice of the Effective Date for Administrative Claims (excluding Professional Fee Claims) arising, accruing or otherwise due and payable any time during the period from March 1, 2020 through and including 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 applicable dates shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Priority Claims Reserve, the Debtors, their property, the Plan Administrator or any Remaining Estate Assets. For the avoidance of doubt, Governmental Units asserting Administrative Claims pursuant to Bankruptcy Code section 503(b)(1)(D) shall not be required to file a request for payment prior to the Administrative Claims Bar Date.

22. Professional Fee Claims. All final requests for Payment of Professional Fee Claims, including estimated fees and expenses incurred by the Professionals after the Effective Date in connection with applications for Professional Fee Claims, must be filed and served on the Post-Effective Date Debtors, the Creditors' Committee, the Prepetition Secured Lenders, and such other Entities who are designated by the Bankruptcy Rules, the Interim Compensation Order or any other applicable order of the Bankruptcy Court, and other necessary parties-in-interest no later than thirty (30) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court; provided, however, that any Professional who may receive compensation or

reimbursement of expenses pursuant to the Ordinary Course Professional Order³ may continue to receive such compensation or reimbursement of expenses for services rendered before the Effective Date, without further Bankruptcy Court order, pursuant to the Ordinary Course Professional Order. Objections to any Fee Claim must be Filed and served on the requesting party no later than twenty-one (21) days from the service of an application for final allowance of a Professional Fee Claim. Upon entry of a Final Order approving such application for such Professional Fee Claim, Landis Rath & Cobb LLP shall promptly distribute from the Professional Fee Escrow Account any unpaid portion of such Allowed Professional Fee Claim. To the extent that any Cash is remaining in the Professional Fee Escrow Account after payment in full of all Allowed Professional Fee Claims, Landis Rath & Cobb LLP shall promptly pay any such residual amounts to the Administrative Agent to be applied toward the Prepetition Secured Obligations Claims until such claims are paid in full. To the extent necessary, the Plan and this Confirmation Order shall amend and supersede any previously entered order regarding the payment of Professional Fee Claims.

23. Costs and Expenses of the Plan Administrator and the Post-Effective Date Debtors. All fees, expenses, disbursements, and other costs of the Plan Administrator and the Post-Effective Date Debtors, including, without limitation, fees and expenses of any attorneys, accountants and other professionals engaged by the Plan Administrator and/or the Post-Effective Date Debtors (at the discretion of the Plan Administrator), if any, shall be funded from the Wind Down Amount pursuant to the terms of the Plan. The Plan Administrator shall be compensated as set forth in the Plan Supplement.

³ The term "Ordinary Course Professional Order" means the *Order Granting Motion of the Debtors for Entry of an Order Authorizing the Employment and Retention of Professionals Utilized in the Ordinary Course of Business* [D.I. 159].

24. Residual Cash. Residual Cash shall be paid to the Administrative Agent to be applied toward the Prepetition Secured Obligations Claims within 90 days of the Effective Date, or such other time as agreed to between the Administrative Agent and the Plan Administrator or as otherwise ordered by the Bankruptcy Court.

4. **Releases, Injunction and Exculpation**

25. All release, injunction and exculpation provisions contained in the Plan, including, without limitation, those contained in Article VIII of the Plan, are hereby authorized, approved and shall be effective and binding as if set forth herein on all persons and entities, to the extent expressly described in the Plan.

5. **Payment of Statutory Fees and Tax Issues**

26. Payment of Statutory Fees. All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code ("Quarterly Fees") prior to the Effective Date have been or shall be paid by the Debtors on the Effective Date. On and after the Effective Date, the Plan Administrator shall be responsible for (i) filing post-Confirmation quarterly reports and any pre-Confirmation monthly reports not filed as of the Confirmation Hearing in conformity with the U.S. Trustee guidelines and (ii) paying in full in cash all Quarterly Fees for the Chapter 11 Cases until the entry of a final decree or until such Chapter 11 Cases are closed, converted or dismissed. Notwithstanding anything else in the Plan, the U.S. Trustee shall not be required to file a claim for Quarterly Fees.

27. Compliance with Tax Requirements. The Post-Effective Date Debtors shall comply with all tax withholding and reporting requirements imposed on it 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 Post-Effective Date

Debtors 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, including, without limitation, requiring that the holder of an Allowed Claim complete the appropriate IRS Form W-8 or IRS Form W-9, as applicable to each holder or establishing any other mechanisms they believe are reasonable and appropriate. The Plan Administrator reserves the right to allocate all distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. The Plan Administrator shall not be required to make distributions on any Allowed Claim if the holder thereof has not provided all documentation necessary to determine all tax withholding and reporting requirements for such Allowed Claim. To the extent such documentation is not provided within ninety (90) days of the request for same (or within any further time period to which the Plan Administrator may agree), the distribution on such Allowed Claim shall be deemed forfeited and the applicable Claimant's right to any current, reserved or future distribution provided under the Plan also shall be deemed forfeited and such Allowed Claim shall be expunged without further notice or order of the Bankruptcy Court. Any such forfeited distribution shall revert back to the Plan Administrator and the Post-Effective Date Debtors notwithstanding any federal, provincial or state escheat, abandonment or unclaimed property law to the contrary.

28. Exemption from Certain Taxes and Fees. Pursuant to Bankruptcy Code section 1146(a), 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, real estate transfer tax,

mortgage recording tax, Uniform Commercial Code filing or recording fee, filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. This Confirmation Order directs all relevant state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement distributions under the Plan and all documents necessary to evidence and implement any of the transactions and actions described in the Plan.

6. **Resolution of Objections and Informal Comments**

29. AIG. Notwithstanding anything to the contrary in the Plan, as of the Effective Date, the Post-Effective Date Debtors will be deemed to have assumed, and will continue to honor their obligations in the ordinary course under, directors and officers policy numbers 15819545 and 16005910 issued by National Union Fire Insurance Company of Pittsburgh, Pa. (the "AIG Contracts"); *provided, however*, that any monetary obligation under the AIG Contracts payable on or after the Effective Date shall be paid from the Wind Down Amount; *provided, further*, that any Post-Effective Date payment obligation under the AIG Contracts shall be limited to, and not exceed, the available balance of the Wind Down Amount, as such amount may be replenished in accordance with the terms of the Plan, (after the payment and satisfaction of all fees, costs and expenses of the Plan Administrator and his professionals) at the time such payment is due and payable.

30. Certain Chubb Matters.⁴ Notwithstanding anything to the contrary in this Confirmation Order, the Plan, the Plan Supplement, the Disclosure Statement, any bar date notice or claim objection, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, or confers Bankruptcy Court jurisdiction): (1) on the Effective Date, the Chubb Insurance Contracts shall be deemed assumed in their entirety by the Post-Effective Date Debtors effective as of the Effective Date, pursuant to sections 105 and 365 of the Bankruptcy Code; (2) coverage for defense and indemnity under any Chubb Insurance Contracts that provide directors and officers coverage shall remain available to all individuals within the definition of “Insured” in any such policies subject to the terms thereof; (3) as of and after the Effective Date, the Post-Effective Date Debtors will continue to honor all obligations under the Chubb Insurance Contracts pursuant to the terms thereof in the ordinary course of business, regardless of when such obligations arise and regardless of whether any cure amount is, or is required to be, paid and regardless of the existence or passing of any bar date for Proofs of Claim or Administrative Claims, which shall not be applicable to the Chubb Companies; *provided, however*, that any monetary obligation under the Chubb Insurance Contracts payable on or after the Effective Date shall be paid from the Wind Down Amount; *provided, further*, that (a) the Post-Effective Date Debtors agree to provide counsel to the Chubb Companies, Catherine Beideman Heitzenrater (cheitzenrater@duanemorris.com) and Wendy Simkulak (wmsimkulak@duanemorris.com), thirty (30) calendar days’ notice via electronic mail of any intention to make a distribution and/or

⁴ As used in this Confirmation Order: “Chubb Insurance Contracts” means the policies identified on Exhibit A attached hereto and “Chubb Companies” means ACE American Insurance Company, ACE Property and Casualty Insurance Company, Federal Insurance Company, Chubb Custom Insurance Company, Great Northern Insurance Company and each of their respective U.S.-based affiliates, predecessors and successors.

close the Chapter 11 Cases and the Chubb Companies shall advise counsel to the Post-Effective Date Debtors, Ronald Gellert (rgellert@gsbblaw.com) and Michael Busenkell (mbusenell@gsbblaw.com), via electronic mail within fourteen (14) calendar days thereof of any amounts that are or are estimated to become due and owing in the future pursuant to the Chubb Insurance Contracts, (b) neither the Debtors nor the Post-Effective Date Debtors are required to establish any reserve as of the Effective Date with respect to any amounts on account of the Chubb Insurance Contracts; and (c) any Post-Effective Date payment obligation under the Chubb Insurance Contracts shall be limited to, and not exceed, the available balance of the Wind Down Amount, as such amount may be replenished in accordance with the terms of the Plan, (after the payment and satisfaction of all fees, costs and expenses of the Plan Administrator and his professionals) at the time such payment is due and payable; and (4) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (a) claimants with valid direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims; (b) the Chubb Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (i) claims where a claimant asserts a direct claim against the Chubb Companies under applicable non-bankruptcy law or an order has been entered by this Court granting a claimant relief from the automatic stay to proceed with its claim and (ii) all costs in relation to each of the foregoing; and (c) the Chubb Companies to cancel any Chubb Insurance Contracts pursuant to the terms thereof and take other actions relating to the Chubb Insurance Contracts (including effectuating a setoff), to the extent permissible under applicable non-bankruptcy law, in accordance with the terms of the Chubb Insurance Contracts.

31. Internal Revenue Service. Notwithstanding any provision to the contrary in the Plan, this Order or any implementing Plan documents (collectively, “Documents”), as to the United States:

- a. Nothing in the Documents shall: (1) discharge, release, enjoin, impair or otherwise preclude (a) any liability to the United States that is not a “claim” within the meaning of section 101(5) of the Bankruptcy Code (“claim”), (b) any claim of the United States arising after the Confirmation Date, or (c) any liability of any entity or person under police or regulatory statutes or regulations to any Governmental Unit (as defined by section 101(27) of the Bankruptcy Code) as the owner, lessor, lessee or operator of property or rights to property that such entity owns, operates or leases after the Confirmation Date; (2) release, nullify, preclude or enjoin the enforcement of any police or regulatory power; (3) expand the scope of relief available to the Debtors and the Post-Effective Date Debtors under the Bankruptcy Code, including but not limited to, Bankruptcy Code Sections 505, 502 and 525; (4) release, satisfy, exculpate, enjoin, impair or discharge any non-Debtor from any claim, liability, suit, right or Cause of Action of the United States; (5) affect any setoff or recoupment rights of the United States and such rights are preserved; (6) require the United States to file an administrative claim in order to receive payment for any liability described in Section 503(b)(1)(B) and (C) pursuant to Section 503(b)(1)(D) of the Bankruptcy Code; (7) constitute an approval or consent by the United States without compliance with all applicable legal

requirements and approvals under non-bankruptcy law; (8) be construed as a compromise or settlement of any liability, claim, Cause of Action or interest of the United States; (9) cause the filing of any claim, including but not limited to amended claims, by the United States to be automatically disallowed and expunged on or after the Effective Date; or (10) enjoin or estop the United States from asserting against the Debtors tax claims, tax liabilities and tax obligations assumed by any purchaser, if any, that the United States would otherwise be entitled to assert against the Debtors and the Debtors' estates under applicable law;

- b. Liens securing claims of the United States, if any, shall be retained until the claim, with interest, is paid in full. Administrative expense claims of the United States allowed pursuant to the Plan or the Bankruptcy Code shall be paid in full and shall accrue interest and penalties as provided by non-bankruptcy law until paid in full. Priority Tax Claims of the United States allowed pursuant to the Plan or the Bankruptcy Code will be paid in full in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code. To the extent allowed Priority Tax Claims of the United States (including any penalties, interest or additions to tax entitled to priority under the Bankruptcy Code) are not paid in full in cash on the Effective Date, then such Priority Tax Claims shall accrue interest commencing on the Effective Date at the rate set forth in Section 511 of the Bankruptcy Code. Penalty claims of the United States shall be allowed and paid in accordance with the Bankruptcy Code. Moreover, nothing shall effect a

release, injunction or otherwise preclude any claim whatsoever against any Debtor or any of the Debtors' Estates by or on behalf of the United States for any liability arising (i) out of pre-petition or post-petition tax periods for which a return has not been filed or (ii) as a result of a pending audit or audit that may be performed with respect to any pre-petition or post-petition tax period. Further, nothing shall enjoin the United States from amending any claim against any Debtor or any of the Debtors' Estates with respect to any tax liability (i) arising out of pre-petition or post-petition tax periods for which a tax return has not been filed or ii) from a pending audit or audit that may be performed with respect to any pre-petition or post-petition tax period. Any liability arising (i) out of pre-petition or post-petition tax periods for which a return has not been filed or (ii) as a result of a pending audit or audit which may be performed with respect to any pre-petition or post-petition tax period shall be paid in accordance with 1129(a)(9)(A) and (C) of the Bankruptcy Code. Without limiting the foregoing but for the avoidance of doubt, nothing contained in the Documents shall be deemed to determine the tax liability of any person or entity, including, but not limited to, the Debtors, the Debtors' estates and the Post-Effective Date Debtors, nor shall the Documents be deemed to have determined the federal tax treatment of any item, distribution, or entity, including the federal tax consequences of this Plan, nor shall anything in the Documents be deemed to have conferred jurisdiction upon the Bankruptcy Court to make determinations as to federal tax liability and

federal tax treatment except as provided under Section 505 of the Bankruptcy Code; and

- c. Notwithstanding the foregoing, the Debtors, the Post-Effective Date Debtors and any successors in interests retain all of their rights to object to any claims asserted by the United States.

32. Texas Taxing Authorities. Notwithstanding any other provision of the Plan or this Confirmation Order, any Allowed secured claim of the Texas Tax Authorities⁵ (the “Secured Tax Claims”), as defined in Paragraph 49 of the Sale Order [D.I. 322], shall be classified as Class 1 Secured Tax Claims under the Plan. The Secured Tax Claims, to the extent Allowed, shall be paid, including interest on such claims at the statutory rate from the Petition Date through the date of payment , by the Post-Effective Date Debtors within thirty (30) days of the Claims Objection Bar Date, or as soon as reasonably practicable thereafter if no Objection to the Secured Tax Claims has been filed. The Texas Tax Authorities shall retain their liens as set forth in paragraph 49 of the Sale Order for the Secured Tax Liens (as ultimately Allowed) until such claims are paid in full.. Further, the Texas Tax Authorities shall retain their liens on funds reserved as set forth in paragraph 49 of the Sale Order until the Secured Tax Claims (as ultimately Allowed) have been paid in full. All parties’ rights and responsibilities under paragraph 49 of the Sale Order shall continue in accordance with the terms therein.

7. Miscellaneous

33. Immaterial Modifications. To the extent permissible under Bankruptcy Code section 1127(b), without need for further order or authorization of the Bankruptcy Court, but subject to any limitations set forth in the Plan, the Debtors are authorized and empowered to

⁵ For purposes of this paragraph, the “Texas Taxing Authorities” are Tarrant County, Dallas County and Bexar County, Texas.

make any and all modifications to any and all documents that is necessary to effectuate the Plan that does not materially modify the terms of such documents and are consistent with the Plan and this Confirmation Order.

34. Effect of Confirmation on Modifications. Entry of this Confirmation Order means that all modification or amendments to the Plan since the solicitation thereof are approved pursuant to Bankruptcy Code section 1127(a) and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

35. Documents and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Confirmation Order.

36. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article IX.A of the Plan have been satisfied or waived pursuant to Article IX of the Plan.

37. Statutory Committee and Cessation of Fee and Expense Payment. On the Effective Date, the Creditors' Committee shall dissolve and all of its members, Professionals and agents shall have no further duties, responsibilities, obligations, and authority in connection with the Debtors, the Chapter 11 Cases, the Plan, or its implementation, except with respect to applications for Professional Fee Claims. The Debtors shall not be responsible for paying any fees or expenses incurred by the Creditors' Committee after the Effective Date, other than in connection with applications for Professional Fee Claims.

38. Vacatur of Order. If this Confirmation Order is vacated or deemed vacated, then the Plan shall be deemed null and void in all respects, and nothing contained in the Plan shall (i)

constitute a waiver or release of any Claims against or Interests in the Debtors, (ii) prejudice in any manner the rights of the holder of any Claim against, or Interest in, the Debtors, (iii) prejudice in any manner any right, remedy or claim of the Debtors, or (iv) be deemed an admission against interest by the Debtors or any other Person or Entity.

39. Retention of Jurisdiction. The Bankruptcy Court shall retain and have jurisdiction over any matters arising out of, or related to, these Chapter 11 Cases and the Plan pursuant to Bankruptcy Code sections 105(a) and 1142, including, but not limited to the matters set forth in Article X of the Plan.

40. Forum for Actions. Without permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action or proceeding shall be commenced against the Plan Administrator in their capacity as such, with respect to their status, duties, powers, acts or omissions in such capacity in any other forum than the Bankruptcy Court.

41. Conflicts. To the extent that any provision of any other Restructuring Document or any document or other exhibits, schedules, appendices, supplements, or amendments of any document referenced in the Plan (the "Plan Related Documents") conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; provided that, with respect to any conflict or inconsistency between the Plan or the Plan Related Documents on the one hand, and the Confirmation Order on the other, the Confirmation Order shall govern.

42. Global Settlement and Sale Orders Unimpaired. Nothing in the Plan or this Confirmation Order shall impact, alter or amend any of the terms of the Global Settlement, the Sale Orders or the Asset Purchase Agreements.

43. Severability of Plan Provisions. Each term and provision of the Plan, as it may have been amended by this Confirmation Order, is: (i) valid and enforceable pursuant to its

terms; (ii) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (iii) non-severable and mutually dependent.

44. Waiver or Estoppel. Each holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, 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, Plan Related Documents, papers filed with this Bankruptcy Court, or stated on the record at the Confirmation Hearing, prior to the Confirmation Date.

45. Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent otherwise provided in the Plan, the rights and obligations arising under the Plan, shall be governed by, and construed and enforced in accordance with the laws of Delaware, without giving any effect to the principles of conflicts of law or such jurisdiction.

46. Applicable Non-Bankruptcy Law. Pursuant to Bankruptcy Code sections 1123(a) and 1142(a), the provisions of this Confirmation Order, the Plan, and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

47. Notice of Order. In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Post-Effective Date Debtors shall serve notice of the entry of this Confirmation Order and the occurrence of the Effective Date, substantially in the form annexed hereto as **Exhibit B**, to all parties who currently hold a Claim or Interest in these cases, including the U.S. Trustee, the Internal Revenue Service, the United States attorney for the District of Delaware, the SEC, and any party filing a notice pursuant to

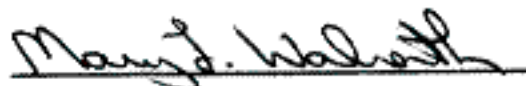
Bankruptcy Rule 2002. Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Confirmation Order.

48. Term of Injunctions or Stays. All injunctions or stays in effect in the Chapter 11 Cases pursuant to Bankruptcy Code section 105 or 362 or any order of the Bankruptcy Court, and existent 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 Chapter 11 Cases are closed. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

49. No Waiver. The failure to specifically include or refer to any particular provision of the Plan in this Confirmation Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Bankruptcy Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

50. Waiver of Stay. The requirement under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of fourteen (14) days after entry of the order is hereby waived. This Confirmation Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or other applicable rule.

Dated: November 5th, 2020
Wilmington, Delaware



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Exhibit A**Debtors' Current and Legacy Insurance Policies with the Chubb Companies**

Policy Number	Policy Period	Insurer	Type of Coverage
M0078199A	6/1/2017 – 8/1/2018	ACE Property and Casualty Insurance Company	Umbrella
M0078199A	4/1/2016 – 6/1/2017	ACE Property and Casualty Insurance Company	Umbrella
M0078199A	1/31/2015 – 4/1/2016	ACE American Insurance Company	Umbrella
G71148531	6/22/2018 – 6/21/2025	ACE American Insurance Company	Private Company
79560317	01/01/2008 – 01/01/2009	Chubb Custom Insurance Company	Automobile Liability
79560317	01/01/2007 – 01/01/2008	Chubb Custom Insurance Company	Automobile Liability
79560317	01/01/2006 – 01/01/2007	Chubb Custom Insurance Company	Automobile Liability
79560317	01/01/2005 – 01/01/2006	Chubb Custom Insurance Company	Automobile Liability
81514640	06/01/2016 – 06/01/2017	Federal Insurance Company	Crime
81514640	06/01/2015 – 06/01/2016	Federal Insurance Company	Crime
81514640	06/01/2014 – 06/01/2015	Federal Insurance Company	Crime
81514640	06/01/2013 – 06/01/2014	Federal Insurance Company	Crime
81514640	06/01/2012 – 06/01/2013	Federal Insurance Company	Crime
81514640	06/01/2011 – 06/01/2012	Federal Insurance Company	Crime
81514640	06/01/2010 – 06/01/2011	Federal Insurance Company	Crime
81514640	06/01/2009 – 06/01/2010	Federal Insurance Company	Crime
81514640	06/01/2008 – 06/01/2009	Federal Insurance Company	Crime
81514640	06/01/2007 – 06/01/2008	Federal Insurance Company	Crime
81514640	06/30/2006 – 06/01/2007	Federal Insurance Company	Crime
81514640	06/30/2005 – 06/30/2006	Federal Insurance Company	Crime
81514640	06/30/2004 – 06/30/2005	Federal Insurance Company	Crime
81514640	06/30/2003 – 06/30/2004	Federal Insurance Company	Crime
81514640	06/30/2002 – 06/30/2003	Federal Insurance Company	Crime
81514640	05/24/2002 – 06/30/2002	Federal Insurance Company	Crime
81514640	05/24/2001 – 05/24/2002	Federal Insurance Company	Crime
81514640	05/24/2000 – 05/24/2001	Federal Insurance Company	Crime
81514640	05/24/1999 – 05/24/2000	Federal Insurance Company	Crime
81514640	05/24/1998 – 05/24/1999	Federal Insurance Company	Crime

Policy Number	Policy Period	Insurer	Type of Coverage
81514640	05/24/1997 – 05/24/1998	Federal Insurance Company	Crime
81514640	05/24/1996 – 05/24/1997	Federal Insurance Company	Crime
81514640	05/24/1995 – 05/24/1996	Federal Insurance Company	Crime
81514640	05/24/1994 – 05/24/1995	Federal Insurance Company	Crime
81514640	05/24/1993 – 05/24/1994	Federal Insurance Company	Crime
81514640	05/24/1992 – 05/24/1993	Federal Insurance Company	Crime
81514640	05/24/1991 – 05/24/1992	Not Available	Crime
81514640	05/01/1990 – 05/01/1991	Not Available	Crime
81514640	05/01/1989 – 05/01/1990	Not Available	Crime
82597801	06/21/2019 – 06/21/2020	Federal Insurance Company	Package
81477530	12/28/1997 – 03/23/1999	Federal Insurance Company	Directors and Officers
81477530	12/28/1996 – 12/28/1997	Federal Insurance Company	Directors and Officers
81851190	06/30/2001 – 06/30/2002	Federal Insurance Company	Directors and Officers
81714813	06/01/2003 – 06/01/2004	Federal Insurance Company	Directors and Officers
82378980	01/22/2015 – 01/22/2016	Federal Insurance Company	Employment Practices Liability
82378980	01/22/2014 – 01/22/2015	Federal Insurance Company	Employment Practices Liability
79064903	03/22/1989 – 03/22/1990	One of the Chubb Companies	Excess
79086392	06/01/1998 – 06/01/1999	Federal Insurance Company	Excess
79086392	03/23/1998 – 06/01/1998	Federal Insurance Company	Excess
79086392	03/23/1997 – 03/23/1998	Federal Insurance Company	Excess
79086392	03/23/1996 – 03/23/1997	Federal Insurance Company	Excess
79086392	03/23/1995 – 03/23/1996	Federal Insurance Company	Excess
79086392	03/23/1994 – 03/23/1995	Federal Insurance Company	Excess
79086392	03/23/1993 – 03/23/1994	Federal Insurance Company	Excess
79086392	03/23/1992 – 03/23/1993	Federal Insurance Company	Excess
79086392	03/23/1991 – 03/23/1992	One of the Chubb Companies	Excess
79086392	03/23/1990 – 03/23/1991	One of the Chubb Companies	Excess
73232660	06/01/1998 – 06/01/1999	Great Northern Insurance Company	Export Package
73232660	05/01/1998 – 06/01/1998	Great Northern Insurance Company	Export Package
73232660	03/23/1998 – 05/01/1998	Great Northern Insurance Company	Export Package

Policy Number	Policy Period	Insurer	Type of Coverage
73232660	03/23/1997 – 03/23/1998	Great Northern Insurance Company	Export Package
81702867	06/01/2007 – 08/01/2008	Federal Insurance Company	Fiduciary Liability
81702867	06/29/2006 – 06/01/2007	Federal Insurance Company	Fiduciary Liability
81702867	06/29/2005 – 06/29/2006	Federal Insurance Company	Fiduciary Liability
81702867	06/29/2004 – 06/29/2005	Federal Insurance Company	Fiduciary Liability
81702867	06/29/2003 – 06/29/2004	Federal Insurance Company	Fiduciary Liability
81702867	06/29/2002 – 06/29/2003	Federal Insurance Company	Fiduciary Liability
81514636	03/23/1998 – 03/23/1999	Federal Insurance Company	Fiduciary
81514636	03/23/1997 – 03/23/1998	Federal Insurance Company	Fiduciary
81559254	06/29/2001 – 06/29/2002	Federal Insurance Company	Fiduciary
81559254	06/29/2000 – 06/29/2001	Federal Insurance Company	Fiduciary
81559254	06/29/1999 – 06/29/2000	Federal Insurance Company	Fiduciary
81559254	06/29/1998 – 06/29/1999	Federal Insurance Company	Fiduciary
79560314	01/01/2005 – 01/01/2006	Chubb Custom Insurance Company	Umbrella
99150164	01/01/2007 – 01/01/2008	Chubb Custom Insurance Company	Umbrella
99150164	01/01/2006 – 01/01/2007	Chubb Custom Insurance Company	Umbrella
93649882	06/01/2019 – 06/01/2020	Federal Insurance Company	Umbrella
93649882	06/01/2018 – 06/01/2019	Federal Insurance Company	Umbrella

EXHIBIT B

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

In re:

HRI HOLDING CORP., *et al.*¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Jointly Administered)

Ref. No.: ____

**NOTICE OF (A) ENTRY OF THE ORDER (I) APPROVING THE DISCLOSURE
STATEMENT ON A FINAL BASIS AND (II) CONFIRMING THE JOINT CHAPTER 11
PLAN OF HRI HOLDING CORP. AND ITS DEBTOR AFFILIATES;
(B) THE EFFECTIVE DATE THEREOF; AND (C) CERTAIN DEADLINES**

**TO CREDITORS, HOLDERS OF CLAIMS AND INTERESTS, AND PARTIES IN
INTEREST, PLEASE TAKE NOTICE THAT:**

1. **Confirmation of the Plan.** On November 5, 2020, the Honorable Mary F. Walrath, United States Bankruptcy Judge for the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), entered the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Joint Chapter 11 Plan of HRI Holding Corp. and Its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [D.I. ____] (the “Confirmation Order”) (i) approving on a final basis the *Disclosure Statement for Joint Chapter 11 Plan of HRI Holding Corp. and Its Debtor Affiliates* [D.I. 735] (as further modified, revised, supplemented and amended including all attachments and exhibits thereto, the “Disclosure Statement”); and (ii) confirming the *Joint Chapter 11 Plan of HRI Holding Corp. and Its Debtor Affiliates* [D.I. 734] (as further modified, supplemented and amended including all attachments and exhibits thereto, the “Plan”).²

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson’s/Kansas, Inc. (5739), Darryl’s of St. Louis County, Inc. (7177), Darryl’s of Overland Park, Inc. (3015), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Algonquin Houlihan’s Restaurant, L.L.C. (0449), Geneva Houlihan’s Restaurant, L.L.C. (3156), Hanley Station Houlihan’s Restaurant, LLC (8058), Houlihan’s Texas Holdings, Inc. (5485), Houlihan’s Restaurants of Texas, Inc. (4948), JGIL Mill OP LLC (0741), JGIL Millburn, LLC (6071), JGIL Milburn Op LLC (N/A), JGIL, LLC (5485), JGIL Holding Corp. (N/A), JGIL Omaha, LLC (5485), HOP NJ NY, LLC (1106), HOP Farmingdale LLC (7273), HOP Cherry Hill LLC (5012), HOP Paramus LLC (5154), HOP Lawrenceville LLC (5239), HOP Brick LLC (4416), HOP Secaucus LLC (5946), HOP Heights LLC (6017), HOP Bayonne LLC (7185), HOP Fairfield LLC (8068), HOP Ramsey LLC (8657), HOP Bridgewater LLC (1005), HOP Parsippany LLC (1520), HOP Westbury LLC (2352), HOP Weehawken LLC (2571), HOP New Brunswick LLC (2637), HOP Holmdel LLC (2638), HOP Woodbridge LLC (8965), and Houlihan’s of Chesterfield, Inc. (5073). The Debtors’ corporate headquarters and the mailing address is 8700 State Line Road, Suite 100, Leawood, Kansas 66206.

² All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

2. **Effective Date of the Plan.** All conditions precedent to occurrence of the Effective Date of the Plan have been satisfied or waived. The Effective Date of the Plan occurred on November [], 2020.

3. **Copies of the Plan and the Confirmation Order.** Copies of the Confirmation Order, Disclosure Statement, the Plan, and related documents, are available free of charge at <https://kccllc.net/hri>, or for a fee at the Bankruptcy Court's website at www.deb.uscourts.gov. The Confirmation Order, Disclosure Statement, Plan and related documents also are available for inspection during regular business hours in the office of the Clerk of the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801.

4. **Administrative Claim Bar Date.** Pursuant to article II.A of the Plan, the deadline for filing proofs of claim or requests for payment of Administrative Claims arising on or after March 1, 2020 (the "**Second Administrative Expense Requests**") is twenty-one (21) days from the date of service of this Notice of Effective Date, which is [], 2020. All Second Administrative Expense Requests should be submitted to Kurtzman Carson Consultants LLC (the "**Claims Agent**"), in accordance with the terms of the Bar Date Order [D.I. 498]. Second Administrative Expense Requests will be deemed timely filed only if **actually received** by the Claims Agent on or before [], 2020 at **4:00 p.m. (prevailing Eastern Time)** (the "**Second Administrative Claim Bar Date**"). Each Second Administrative Expense Request, including supporting documentation, must be submitted: (i) on or before the Second Administrative Claim Bar Date, by completing the administrative proof of claim form, copies of which can be accessed at the Claims Agent's website <https://kccllc.net/hri>, and clicking on the Tab "Submit Electronic Proof of Claim (ePOC)," and following the directions given therein; or (ii) by United States mail or other hand delivery system, so as to be **actually received** by the Claims Agent on or before the applicable Second Administrative Bar Date at the following address:

HRI Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Second Administrative Expense Requests may **not** be delivered by facsimile, telecopy or electronic mail transmission to the Clerk of the Court or the Debtors.

If you are required to file a Second Administrative Expense Request pursuant to article II.A of the Plan and fail to do so by the Second Administrative Claims Bar Date, your untimely Second Administrative Expense Claim will not be considered Allowed, and you will not be treated as a creditor for purposes of distributions with respect to such claim, and you shall be entitled to no distribution under the Plan with respect to such claim.

5. **Professional Fee Bar Date.** Pursuant to article II.B of the Plan, any Professional seeking an award by the Bankruptcy Court of compensation or reimbursement of expenses in accordance with Bankruptcy Code sections 328, 330 or 331 or entitled to priorities established pursuant to Bankruptcy Code sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) shall (1) file with the

Clerk of the Bankruptcy Court no later than thirty (30) days after the Effective Date which is _____, **2020 at 4:00 p.m. (prevailing Eastern Time)** (the “Professional Fee Bar Date”), an application, including, without limitation, a final fee application, for such award of compensation or reimbursement; (2) serve a copy thereof, together with exhibits and schedules related thereto, upon: (i) counsel to the Debtors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801 (Attn: Kimberly A. Brown, Esq., brown@lrclaw.com and Matthew R. Pierce, Esq., pierce@lrclaw.com); (ii) the Office of the United States Trustee for the District of Delaware, 844 N. King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jane M. Leamy, Esq., jane.m.leafy@usdoj.gov); (iii) counsel for the Official Statutory Committee of Unsecured Creditors, Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York 10178 (Attn: Jason R. Adams, Esq., JAdams@KelleyDrye.com and Maeghan J. McLoughlin, Esq., MMcLoughlin@KelleyDrye.com), and Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware, 19801-3062 (Attn: Domenic Pacitti, Esq., dpacitti@klehr.com and Rich Beck, Esq., rbeck@klehr.com; and (iv) counsel to the Prepetition Secured Lenders, Katten Muchin Rosenman LLP, 515 South Flower Street, Suite 1000, Los Angeles, California 90071-2212 (Attn: William B. Freeman, bill.freeman@katten.com) and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington Delaware 19801 (Attn: Sean M. Beach, sbeach@ycst.com and Jaime Luton Chapman, jchapman@ycst.com); and (3) comply with the applicable requirements for such claim.

6. **Rejection Bar Date.** Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court (via the Claims Agent) no later than (i) any deadline established for creditors holding General Unsecured Claims to file proofs of claim against the Debtors; (ii) thirty (30) days after the date of an order of the Bankruptcy Court approving such rejection; and (iii) specifically for those claims created by the rejection of contracts by means of the Plan, thirty (30) days after the Effective Date (the “Rejection Claims”). All such Rejection Claims should be submitted to the Claims Agent, in accordance with the terms of the Bar Date Order [D.I. 498]. Rejection Claims will be deemed timely filed only if **actually received** by the Claims Agent on or before _____, **2020 at 4:00 p.m. (prevailing Eastern Time)** (the “Rejection Bar Date”). Each Rejection Claim, including supporting documentation, must be submitted: (i) on or before the Rejection Claim Bar Date, by completing the proof of claim form, copies of which can be accessed at the Claims Agent’s website <https://kccllc.net/hri>, and clicking on the Tab “Submit Electronic Proof of Claim (ePOC),” and following the directions given therein; or (ii) by United States mail or other hand delivery system, so as to be **actually received** by the Claims Agent on or before the Rejection Bar Date at the following address:

HRI Claims Processing Center
 c/o KCC
 222 N. Pacific Cost Hwy., Ste. 300
 El Segundo, CA 90245

Rejection Claims may **not** be delivered by facsimile, telecopy or electronic mail transmission to the Clerk of the Court or the Debtors. Absent order of the Court to the contrary, any Rejection Claims not Filed by the applicable deadline will not be considered Allowed and such person or

entity shall not be treated as a creditor for purposes of distributions under the Plan with respect to such claim.

7. **Binding Nature of Plan.** The Plan and its provisions are binding on the Debtors and any holder of a Claim against, or Interest in, the Debtors, and such holder's respective successors and assigns, whether or not the Claim or Interest of such holder is impaired by the Plan and whether or not such holder voted to accept or reject the Plan.

Dated: _____, 2020
Wilmington, Delaware

GELLERT SCALI BUSENKELL & BROWN

Ronald S. Gellert
Michael Busenkell
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Wilmington, Delaware 19801
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