

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

	X	
In re	:	
	:	Chapter 11
HOSPITAL FOR SPECIAL SURGERY, LLC	:	
<i>Dba</i> ONECORE HEALTH,	:	Case No. 24-12862-JDL
	:	
Debtor.	:	
	X	

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE that on April 16, 2025, the United States Bankruptcy Court for the Western District of Oklahoma (the “Court”) entered an order (i) approving the *Disclosure Statement for the Chapter 11 Plan of Reorganization of Hospital for Special Surgery, LLC dba OneCore Health* (as may be amended, modified or supplemented, the “Disclosure Statement”); (ii) establishing a record date for purposes of voting on the *Chapter 11 Plan of Reorganization of Hospital for Special Surgery, LLC dba OneCore Health* (as may be amended, modified or supplemented, the “Plan”);¹ (iii) approving solicitation packages and solicitation procedures; (iv) approving the forms of ballots; (v) establishing voting and tabulation procedures and (vi) establishing notice and objection procedures relating to the confirmation of the Plan (the “Solicitation Procedures Order”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Solicitation Procedures Order, the Debtor hereby files this Plan Supplement with the Court, which contains the following documents:

- Settlement Agreement Between the Debtor and Emma Base [Exhibit 1]
- Litigation Trust Agreement [Exhibit 2]
- Reorganization Transaction Steps [Exhibit 3]

PLEASE TAKE FURTHER NOTICE that the Court has set **May 13, 2025 at 10:00 a.m. prevailing Central Time** as the date and time for the hearing on confirmation of the Plan and to consider any objections to the Plan. The confirmation hearing will be held in the second floor courtroom, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma 73102. The hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). In addition, the Plan may be modified without further notice prior to or as a result of the confirmation hearing, and thereafter,

¹ Capitalized terms used but not defined in this notice shall have the meaning ascribed to them in the Plan.



as otherwise provided in the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that any objection to confirmation of the Plan must (a) be in writing, (b) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector, the nature and amount of Claims or Equity Interests held or asserted by the objector against the Debtor, (d) state the basis and the specific grounds of the objection and (e) be filed with the Court, together with proof of service thereof, and served upon and received by each of the following (collectively, the “Notice Parties”) no later than the Confirmation Objection Deadline of **May 5, 2025 at 5:00 prevailing Central Time**: (i) the Chambers of the Honorable Janice D. Loyd, United States Bankruptcy Court for the Western District of Oklahoma, 2nd Floor Courtroom, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma 73102; (ii) the Debtor and its counsel (Crowe & Dunlevy, 324 N. Robinson Ave., Suite 100, Oklahoma City, Oklahoma 73102 (Attn: Craig Regens)); and (iii) the United States Trustee for the Western District of Oklahoma, 215 Dean. A. McGee Avenue, Suite 408, Oklahoma City, Oklahoma 73102 (Attn: Jeff Tate and Marjorie J. Creasey)). **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

PLEASE TAKE FURTHER NOTICE that copies of the Plan, the Plan Supplement, the Disclosure Statement and the Solicitation Procedures Order, as well as other documents filed in this chapter 11 case, may be obtained for a nominal fee from the Court’s website, <https://ecf.okwb.uscourts.gov>, or obtained free of charge by accessing the website of the Debtor’s claims and noticing agent, <https://veritaglobal.net/onecore>. In addition, the Debtor will, at its expense, provide paper copies of the Plan, Disclosure Statement or Solicitation Procedures Order to any party submitting a request for such paper copies. Please be advised that the claims and noticing agent is authorized to answer questions about, and provide additional copies of, materials filed in this chapter 11 case, but may not advise you as to whether you should contest your non-voting status or object to confirmation of the Plan.

Respectfully submitted,

ONECORE

/s/ Craig M. Regens

William H. Hoch, OBA #15788

Craig M. Regens, OBA #22894

Mark A. Craige, OBA #1992

Kaleigh M. Ewing, OBA #35598

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*Counsel to the Debtor and Debtor in
Possession*

Exhibit 1

Settlement Agreement Between the Debtor and Emma Base

SETTLEMENT AGREEMENT

This Settlement Agreement, with an “Effective Date” of March ²⁸, 2025, is made by and among Hospital for Special Surgery, LLC *dba* OneCore Health (the “Debtor” or “OneCore”), on the one hand; and Emma Base (“Base”), on the other hand. All entities referenced in this paragraph are referred to individually, as a “Party” and collectively as the “Parties”).

RECITALS

A. WHEREAS, on September 26, 2024, Base obtained a judgment (the “Judgment”) in the amount of \$15,215,541.26 against OneCore in the case captioned *Emma Base v. OneCore Health et al.*, Case No. CJ-2022-1096, in the District Court of Oklahoma County, Oklahoma (the “Lawsuit”).

B. WHEREAS, on October 4, 2024, OneCore filed its *Petition in Error* in the Supreme Court of the State of Oklahoma, initiating Supreme Court Case No. 122567 (the “Appeal”).

C. WHEREAS, on October 7, 2024, OneCore filed its *Voluntary Petition* [Dkt. No. 1], initiating its voluntary case under chapter 11 of the Bankruptcy Code captioned *In re Hospital for Special Surgery, LLC dba OneCore Health*, Case No. 24-12862-JDL (the “Chapter 11 Case”), in the United States Bankruptcy Court for the Western District of Oklahoma (the “Bankruptcy Court”).

D. WHEREAS, on November 5, 2024, Base filed *Proof of Claim No. 4* (the “Base Claim”) in the amount of \$15,265,541.26, based on the Judgment obtained in the Lawsuit, in the Bankruptcy Court.

E. WHEREAS, the Lawsuit, the Appeal, the Base Claim, and any other claims, and any contested matters that were, are, have been, or could have been brought or threatened by any of the Parties, collectively, are referred to herein as the “Disputes.”

F. WHEREAS, in connection with the Chapter 11 Case and this Settlement, the Debtor shall file the *Chapter 11 Plan of Reorganization of Hospital for Special Surgery, LLC dba OneCore Health* [Dkt No. ____] (the “Plan”)¹.

G. WHEREAS, in connection with the resolution of the Disputes and the confirmation of the Plan, the Parties shall enter into the Litigation Trust Agreement.

H. WHEREAS, the Parties desire to resolve the Disputes without further expense and distraction.

¹ In the event of any conflict between the terms and provisions of this Settlement Agreement and/or the Litigation Trust Agreement, and the terms and provisions of the Plan, the terms and provisions of the Plan shall control.

NOW, THEREFORE, subject to the terms set forth below, the Parties wish to resolve fully and finally the Disputes, including but not limited to the release of all claims in the Disputes, and, in order to accomplish that end, they hereby enter into this Settlement Agreement.

AGREEMENT

In consideration of the mutual terms, covenants, and conditions contained in this Settlement Agreement, and other good and valuable consideration, as further set forth in the Litigation Trust Agreement and the Plan, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the recitals set forth above are true and correct to the best of their knowledge, information, and belief, and hereby constitute a part of this Settlement Agreement.

2. Plan Treatment.

a. The Base Claim shall be an Allowed Claim.²

b. The Base Claim shall be separately classified from all other Allowed Claims and shall be the only Claim in Class 4.

c. Class 4 is impaired, and the Holder of the Base Claim is entitled to vote to accept or reject the Plan.

d. The holder of the Allowed Base Claim shall receive, in full and complete satisfaction of the Allowed Base Claim, on before the Effective Date of the Plan, (i) a 100% interest in the Litigation Trust, such Litigation Trust to receive (a) the remaining balance of the general liability insurance policy applicable to the Base Claim (the "Litigation Trust Funded Amount"), which has been confirmed by Allied World Insurance Company to be in the amount of \$551,662.65, and (b) certain causes of action (the "Litigation Trust Causes of Action"), as are set forth in Article 1.77 of the Plan, and (ii) payment in the amount of \$4,000,000.00. Base believes that the sums paid or payable herein to Base are for personal physical injuries and/or sickness within the meaning of 26 USC 104(a)(2) and section 130 of the Internal Revenue Code as amended and do not reflect payment for lost wage/income or punitive and/or exemplary damages. Debtor shall not initiate with any taxing authority a challenge to Base's tax treatment of such sums paid or payable hereunder.

3. Debtor's Obligations Pursuant to the Plan. Debtor shall propose and seek to confirm and effectuate a Plan consistent with Section 2 of this Settlement Agreement.

4. Base's Obligations With Respect to the Plan. Base shall endorse Plan confirmation via statement included in the Disclosure Statement. Base shall vote in favor of the Plan and shall not opt out of the Plan's Release and Exculpation provisions.

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

5. Dismissal of the Appeal. On or before the Effective Date of the Plan, Debtor shall file notice of dismissal with prejudice of the Appeal in the Supreme Court of the State of Oklahoma.

6. Withdrawal of the Motions. Within two (2) days after the Effective Date of this Agreement, Base shall withdraw her Motions filed in the Bankruptcy Court seeking relief from the automatic stay and dismissal of the Chapter 11 Case, respectively.

7. The Litigation Trust.

a. The Parties shall execute that certain Litigation Trust Agreement, consisting of terms mutually agreeable to the Litigation Trust Parties, as further set forth in the Plan and the Disclosure Statement and otherwise reasonably acceptable to the Debtor, such terms being generally set forth below.

b. On the Effective Date of the Plan, (i) the Debtor shall (x) automatically be deemed to have transferred and assigned to the Litigation Trust all of its right, title, and interest in and to all the Litigation Trust Causes of Action, and, in accordance with section 1141 of the Bankruptcy Code, all such Litigation Trust Causes of Action shall automatically vest in the Litigation Trust free and clear of all Liens, charges, Claims, encumbrances and interests, for the benefit of the holders of the Base Claim and (y) transfer the Initial Litigation Trust Funded Amount to an account established by the Litigation Trust to fund the administration of such trust.³ The Litigation Trust shall have standing to pursue, assert, litigate, and fully resolve the Litigation Trust Causes of Action and, shall be deemed the assignee of the Debtor, and neither the Debtor nor the Reorganized Debtor shall have any interest in or with respect to the Litigation Trust Causes of Action or any Cash or assets contained in the Litigation Trust.

c. The Litigation Trust shall be established for the purpose of (i) investigating, commencing, litigating, and settling Litigation Trust Causes of Action, (ii) the liquidation of the Litigation Trust's assets, (iii) distribution of the Litigation Trust Distributable Proceeds, if any, to the Litigation Trust Beneficiaries, and (iv) performing such other duties as set forth in the Litigation Trust Agreement, in each case in accordance with section 301.7701-4(d) of the Treasury Regulations, with no objective to continue or engage in the conduct of a trade or business.

d. The Litigation Trust Causes of Action consist of any and all causes of action against Hoisington & Lindsey, PLLC or its counsel.

e. The Debtor agrees to accept a deposition or trial subpoena with respect to provision of a corporate representative relating to any trial of the Litigation Trust Causes of Action. Base and the Litigation Trust agree to be jointly and severally liable for the

³ For the avoidance of doubt, Emma Base may direct the Trustee to distribute the Initial Litigation Trust Funded Amount to her and to forgo pursuit of the Litigation Trust Causes of Action, or may direct the Trustee to utilize the Initial Litigation Trust Funded Amount, or a portion thereof, to prosecute the Litigation Trust Causes of Action.

reasonable costs and expenses attendant to the Debtor's provision of a corporate representative for testimonial purposes. To remove all doubt, Base and the Litigation Trust shall not be responsible for the corporate representative's fees, if any, related to appearances at deposition of trial.

f. Within thirty (30) days after the Effective Date of the Plan, the Debtor agrees to furnish a corporate representative to discuss the Litigation Trust Causes of Action with the Litigation Trustee (the "Litigation Trust Causes of Action Interview").

g. Within a reasonable period of time following the Litigation Trust Causes of Action Interview, not to exceed thirty (30) days, the Debtor shall furnish a Declaration addressing in reasonable detail its corporate representative's knowledge as to the Litigation Trust Causes of Action. The Parties hereby stipulate and agree that such Declaration shall be confidential and shall not be filed of record or introduced as an exhibit in any court except for (i) the purpose of impeachment or (ii) in the event of such Declarant's unavailability as a witness, provided that the Debtor is unable to furnish an alternative corporate representative.

h. Within sixty (60) days following the Effective Date of the Plan, the Debtor shall produce all documents and all communications that may support, not support, or otherwise relate to any Litigation Trust Cause of Action. For the avoidance of doubt, Debtor shall produce all communications with Hoisington & Lyndsey, PLLC or its counsel that in any way relate to the Lawsuit.

i. The Litigation Trust shall also be vested with the Debtor's rights, as such rights existed prior to the Effective Date, to conduct discovery and oral examinations of any party under Bankruptcy Rule 2004. The Litigation Trust, however, shall not be considered a successor of the Debtor and shall not assume any obligations of the Debtor other than expressly provided for by the Plan and the Litigation Trust Agreement. Notwithstanding the foregoing, the Litigation Trust shall not be permitted to seek relief under Bankruptcy Rule 2004 or any other discovery rule established under federal or state law as against (i) the Debtor or the Reorganized Debtor, (ii) any current employees, officers or directors of the Debtor or the Reorganized Debtor, or (iii) the DIP Lender. The Litigation Trustee's remedies for any dispute arising under the Litigation Trust Agreement shall be set forth in the Litigation Trust Agreement.

j. The Litigation Trust shall be administered by the Litigation Trustee in accordance with the Litigation Trust Agreement. The Litigation Trust Agreement may establish certain powers, duties, and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authorities do not affect the status of the Litigation Trust as a liquidating trust for United States federal income tax purposes as discussed below. Upon execution of the Litigation Trust Agreement, the Litigation Trustee shall be authorized to take all steps necessary to complete the formation of the Litigation Trust. The Litigation Trustee shall serve as representative of the Estate under section 1123(b) of the Bankruptcy Code for the purpose of (i) enforcing the Litigation Trust Causes of Action and (ii) administering the Litigation Trust and distributing its assets to the Litigation Trust Beneficiaries.

k. In pursuing any Litigation Trust Causes of Action, the Litigation Trustee shall be deemed a trustee for all purposes under section 1108 of the Bankruptcy Code and shall be entitled to the tolling provisions provided under section 1108 of the Bankruptcy Code. In furtherance of the Plan, (i) the terms of the Litigation Trust shall be set forth in the Litigation Trust Agreement, (ii) the Litigation Trust shall be structured to qualify as a “liquidating trust” within the meaning of section 301.7701-4(d) of the Treasury Regulations and in compliance with Rev. Proc. 94-45, 1994- 2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code to the holders of the Base Claim, consistent with the terms of the Plan, (iii) all parties (including the Debtor, the Reorganized Debtor, Litigation Trust Beneficiaries, and the Litigation Trustee) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of the Base Claim, as applicable, followed by the deemed transfer of such assets to the Litigation Trust), (iv) all parties shall report consistently with the valuation of the assets transferred to the Litigation Trust as determined by the Litigation Trustee (or its designee), (v) the Litigation Trustee shall be responsible for filing returns for the trust as a grantor trust pursuant to section 1.671-4(a) of the Treasury Regulations, and (vi) the Litigation Trustee shall annually send to each holder of an interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the trust as relevant for federal income tax purposes.

l. The Litigation Trustee and the Reorganized Debtor shall have the right to seek relief from the Bankruptcy Court in the event of any dispute or controversy related to the Litigation Trust Agreement.

8. Base’s Release Pursuant to this Settlement Agreement.

In exchange for good and valuable consideration, including, without limitation, the agreed resolution of the Base Claim, Emma Base, on behalf of herself and all successors and assigns, hereby releases the Released Parties (as defined in the Plan) from any and all claims and causes of action, whether known or unknown, accrued or heretofore unrealized, actual, contingent, liquidated, or unliquidated, arising from the beginning of time through the Effective Date of the Plan, irrespective of whether such claim arose as a consequence of negligent, reckless, or intentional acts, and including, without limitation, any causes of action pertaining to actual fraud, willful misconduct, or gross negligence.

9. Covenant Not to Sue.

Base covenants that she will not initiate, assist in the initiation, or voluntarily support any action, claim, or cause of action of any kind, or any legal proceeding of any kind against the Released Parties with respect to the matters released pursuant to this Settlement Agreement and the Plan.

10. Survival of Obligations. The rights and obligations of each of the Parties set forth in this Settlement Agreement shall remain in effect notwithstanding the release contained in Section 7 herein. In the event that a court of competent jurisdiction enters judgment declaring any

provision of this Settlement Agreement invalid or unenforceable, the remainder of this Settlement Agreement shall continue in full force and effect, so long as such court's determination does not frustrate the purpose of one or more of the Parties in entering into this Settlement Agreement.

11. No Admission of Liability. Nothing in this Settlement Agreement, including the fact that it was entered into by the Parties, shall constitute, or be construed as an admission on behalf of any of the Parties as to the validity of any claims, defenses, or allegations released pursuant to this Settlement Agreement. Each of the parties disputes any allegations, claims, and defenses in the Disputes against it.

12. Authority to Execute and Perform. The Parties represent and warrant that all actions necessary to make the provisions of this Settlement Agreement binding on the Parties have been properly taken. The persons signing this Settlement Agreement for or on behalf of the Parties are duly authorized to execute and to perform this Settlement Agreement. This Settlement Agreement, when executed and delivered by each Party, will be the legal and binding obligation of the Parties.

13. Attorneys' Fees and Costs. Each of the Parties shall be responsible for its own attorneys' fees and costs with respect to the preparation of this Settlement Agreement and the Disputes. If, however, any legal action is brought for the enforcement of this Settlement Agreement, or because of any alleged dispute, breach, or default in connection with any of the provisions in this Settlement Agreement by any Party, the successful or prevailing Party shall be entitled to recover from the unsuccessful or non-prevailing Party or Parties, jointly and severally, all costs and reasonable attorneys' fees and such other relief as it or they may be entitled.

14. Representation by Counsel. The Parties hereby acknowledge that they have been represented by counsel of their choice throughout the negotiations which preceded the execution of this Settlement Agreement, and in connection with the preparation and execution of this Settlement Agreement, and that they have carefully and thoroughly reviewed this Settlement Agreement, in its entirety, with that counsel.

15. Agreement Understood. The Parties acknowledge, represent and warrant that, in executing this Settlement Agreement: (i) they have read and understand the Settlement Agreement; (ii) they have had a reasonable opportunity to consider the Settlement Agreement; (iii) they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their counsel; (iv) no statements or representations (express or implied) other than those set forth and acknowledged herein were made by any other Party or its agents, employees, officers, directors, managers, members, or legal representatives that influenced or induced them to execute this Settlement Agreement; and (v) they did not rely on the expectation that any other Party had a duty to speak on any subject, and thereby did not rely on any omission made by any other Party to enter into this Settlement Agreement.

16. Warranty of Non-Assignment. Each Party represents and warrants that it has not assigned or transferred, or purported to assign or transfer, to any third-party any claims, debts, liabilities, demands, rights, obligations, damages, losses, causes of action, costs, expenses, and attorneys' fees that are the subject of this Settlement Agreement.

17. Interpretation, Construction. Should any provision of this Settlement Agreement require interpretation or construction, the Parties agree that this Settlement Agreement will be interpreted or construed without any presumption that the provisions of this Settlement Agreement are to be strictly construed against the Party or Parties which, itself or through its agents, prepared such Settlement Agreement; it being agreed that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions of this Settlement Agreement.

18. Bankruptcy Court Approval Required. This Settlement Agreement is subject to Bankruptcy Court approval in all respects.

19. Miscellaneous.

a. This Settlement Agreement is binding in all respects upon, and shall inure to the benefit of, the Parties and their successors, heirs, and assigns.

b. This Settlement Agreement constitutes the Parties' entire agreement with respect to the subject matter hereof and is a complete merger of all offers, counteroffers, negotiations and agreements.

c. This Settlement Agreement may not be amended except in a writing signed by the authorized representatives of the Party against whom an amendment is to be enforced.

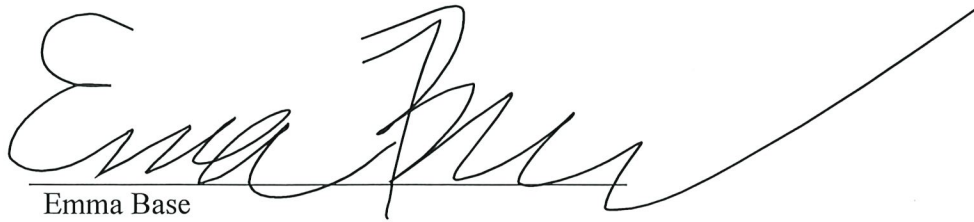
d. This Settlement Agreement shall be construed pursuant to Oklahoma law without reference to its conflict of laws principles, and any lawsuit required to enforce its provisions shall be brought in the Bankruptcy Court, or, if the Bankruptcy Court declines to exercise its jurisdiction, the District Court for Oklahoma County, Oklahoma.

e. The descriptive headings and paragraph numbers used herein are for convenience or reference only and shall not by themselves control or affect the meaning or construction of any provision of this Settlement Agreement. As used in this Settlement Agreement, the singular shall include the plural.


f. This Settlement Agreement may be signed electronically and in identical counterparts, all of which, together, shall constitute one and the same instrument and such counterparts may be transmitted by telecopy or by email pdf, the telecopy or pdf having the full force and effect, as if it were an original.

[Signature pages to follow]

IN WITNESS WHEREOF, this Settlement Agreement has been entered into as of the day, month, and year first written above.



Emma Base



OneCore
By: Steve Hockent, FACHE
(Print Name)
Title: Chief Executive Officer

Exhibit 2

Litigation Trust Agreement

HOSPITAL FOR SPECIAL SURGERY, LLC *dba* ONECORE HEALTH LITIGATION TRUST AGREEMENT

This Litigation Trust Agreement (this “Agreement”), is made this [__]th day of May, 2025 by and among the (i) Debtor in the chapter 11 case pending in the United States Bankruptcy Court for the Western District of Oklahoma (the “Bankruptcy Court”) under Case Number 24-12862 (JDL) (the “Chapter 11 Case”), (ii) Emma Base (“Base”), and (iii) the person or entity appointed as the litigation trustee pursuant to Section 3.01 herein (the “Litigation Trustee” and together with Debtor and Base, the “Parties”). Capitalized terms used in this Agreement and not defined herein have the meanings ascribed to them in the *Chapter 11 Plan of Reorganization of Hospital for Special Surgery, LLC dba OneCore Health*, dated April 16, 2025 [Dkt. No. 254] (including all exhibits and schedules thereto, as may be further modified, supplemented and amended from time to time in accordance with its terms, the “Plan”).

RECITALS

WHEREAS, on May __, 2025, the Bankruptcy Court entered an order confirming the Plan [Dkt. No. __] (the “Confirmation Order”);

WHEREAS, the Litigation Trust is established pursuant to the Plan as a liquidating trust in accordance with Treasury Regulation Section 301.7701-4(d) with no objective to continue or engage in the conduct of a trade or business except, to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Litigation Trust and the Plan;

WHEREAS, the Litigation Trust is established for the purpose of, at the direction of the Litigation Trust Oversight Committee as set forth herein, liquidating the Litigation Trust Assets in an expeditious but orderly manner for the benefit of the Beneficiaries; and

WHEREAS, subject to the terms and conditions of this Agreement, the Litigation Trust is intended to qualify as a “grantor trust” for U.S. federal income tax purposes pursuant to sections 671-679 of the Internal Revenue Code of 1986, as amended, with the Beneficiaries treated as the grantors and owners of the Litigation Trust.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Plan, the Debtor, Base, and the Litigation Trustee, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the Western District of Oklahoma.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to these Chapter 11 Cases, and the general, local and chambers rules of the Bankruptcy Court.

“Base Claim” means that claim filed by creditor Emma Base on November 5, 2024 as Proof of Claim No. 4 in the amount of \$15,265,541.26.

“Beneficiary” means the holder of the Base Claim.

“Business Day” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

“Cash” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

“Cause of Action” means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedies, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). Cause of Action also includes, (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, fraud, fraud in the inducement, conversion, unjust enrichment, or constructive trust, (b) the right to object to Claims or Interests, (c) any Avoidance Action or any claim pursuant to section 362 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer claim.

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

“Confirmation Order” has the meaning ascribed to it in the Recitals.

“Distribution” means a distribution of property pursuant to the Plan, to take place as provided for herein, and “Distribute” shall have a correlative meaning.

“Distribution Agent” means the Litigation Trustee or a person or entity chosen by the Litigation Trustee to distribute Litigation Trust Interests for the benefit of the Beneficiaries.

“Distribution Date” means the Initial Distribution Date and the date of each subsequent Distribution in accordance with Section 5.01 herein.

“Distribution Record Date” means the Effective Date of the Plan.

“Effective Date” means, the date on which all conditions to the effectiveness of the Plan set forth in Article 9 thereof have been satisfied or waived in accordance with the terms of the Plan.

“Exchange Act” means the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Final Order” means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument, or rehearing shall have expired; provided that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

“Initial Distribution Date” means the Business Day that is as soon as reasonably practicable after the Effective Date for the Litigation Trustee to distribute assets to the Beneficiary from the Litigation Trust.

“Investment Company Act” means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

“Litigation Trust” means the trust created pursuant to this Agreement and Article 5.6 of the Plan to, among other things, receive the Litigation Trust Assets and make distributions to the Litigation Trust Beneficiary pursuant to this Agreement and the Plan.

“Litigation Trust Assets” means the Litigation Trust Funded Amount, the Litigation Trust Causes of Action and any proceeds thereof.

“Litigation Trust Causes of Action” means any and all causes of action against Hoisington & Lindsey PLLC, which claims arise from its representation of the Debtor and as listed in its Schedule A/B [See Docket No. 144]. For the avoidance of doubt, the Litigation Trust Causes of Action shall not include (a) the Retained Causes of Action, (b) the Claims or Causes of Action expressly released pursuant to Section 10.6(a) of the Plan, (c) any avoidance actions, any preference action against critical vendors, (d) any other Claim or Cause of Action (including counterclaims) for breach of contract, specific performance or injunctive relief held by the Debtor against a former officer, director or employee of the Debtor that was employed prior to (but not on or after) the Petition Date arising under any employment agreement, confidentiality agreement or non-compete agreement or similar agreement with such former officer, director or employee, and (e) any Claims, Causes of Action, counterclaims, or affirmative defenses the Debtor may assert in any litigation with any former officers, directors, or employees of the Debtor concerning the rights of any such party under his or her employment agreement with the Debtor.

“Litigation Trust Distributable Cash” means any Litigation Trust Assets reduced to Cash, net of all expenses and costs of operating the Litigation Trust.

“Litigation Trust Funded Amount” means \$551,662.65, more or less, to be funded by the remaining proceeds of the policy of insurance applicable to the Base Claim and, further, to be directed by the Bankruptcy Court, by and through the Confirmation Order, by Allied World Insurance Company into an account maintained by the Litigation Trust.

“Litigation Trust Interests” means the non-transferable interests in the Litigation Trust, which shall be distributed to the Litigation Trust Beneficiary, in accordance with Section 5.6 of the Plan and the Litigation Trust Agreement.

“Net Recoveries” means gross proceeds, if any, recovered in connection with any settlement, judgment or other resolution of a Preserved Potential Claim, net of any legal fees and expenses incurred in connection with obtaining such settlement, judgment or other resolution, including any contingency fees.

“Person” has the meaning set forth in section 101(41) of the Bankruptcy Code.

“Petition Date” means October 7, 2024.

“Schedules” means, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Trust Account(s)” means the bank account or bank accounts to be held in the name of the Litigation Trustee that are created to establish and implement the Litigation Trust pursuant to the terms of the Plan.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder.

Section 1.02 Interpretation. The capitalized terms used herein shall have their respective meanings as set forth in Section 1.01 of this Article. Terms not defined shall have their meanings given to them by the Bankruptcy Code, the Bankruptcy Rules, and the Plan unless the context requires otherwise. It the event that terms are not defined in the foregoing authorities, the terms shall be given their ordinary dictionary meaning consistent with modern usage. The use of the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Agreement as a whole and not to any particular article, section, subsection, or clause contained herein. Words denoting the singular in number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. The headings and table of contents contained herein are for convenience only and shall not limit or otherwise modify the Agreement. All references to docket numbers of documents filed in the Chapter 11 Case are references to the docket numbers under the Bankruptcy Court’s CM/ECF system.

ARTICLE II

ESTABLISHMENT OF THE LITIGATION TRUST

Section 2.01 Establishment of the Litigation Trust. Pursuant to the terms and conditions of the Plan and the Confirmation Order, the Parties hereby establish the Litigation Trust on behalf of the Beneficiary effective as of the Effective Date of the Plan. The sole purpose of the Litigation Trust is to receive the Litigation Trust Assets and maximize the net present value of Distributions for the benefit of the Beneficiary in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. The Litigation Trust shall engage in activities only as reasonably necessary to, and consistent with, its sole purpose.

Section 2.02 Transfer and Title to Assets. The Litigation Trustee shall hold the Litigation Trust Assets in the Litigation Trust for the benefit of the Beneficiary, subject to the terms and conditions of the Plan, the Confirmation Order, and this Agreement. For all federal income tax purposes, all parties (including the Debtor, the Litigation Trustee, and the Beneficiary) shall treat the transfer of the Litigation Trust Assets allocable to the holder of the Base Claim as of the Effective Date as a transfer to such holder of her interest in the Litigation Trust Assets followed by a transfer by such holders of such interests in the Litigation Trust Assets to the Litigation Trust in exchange for beneficial interests in the Litigation Trust. Accordingly, the holder of the Base Claim as of the Effective Date shall be treated for federal income tax purposes as the grantor and owner of her respective shares of the Litigation Trust Assets pursuant to the terms of the Plan. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

Section 2.03 Funding the Litigation Trust.

(a) Litigation Trust Assets. On the Effective Date, the Litigation Trust Assets and the Debtor's rights, title and interest to such Litigation Trust Assets shall vest in the Litigation Trust, to be administered by the Litigation Trustee in accordance with the Confirmation Order and the Plan including, without limitation, Articles 5.6 therein, and this Agreement. The Litigation Trust Assets shall be vested to the Litigation Trust free and clear of all Liens, Claims, charges or other encumbrances or interest in accordance with Article 5.6 of the Plan. The Litigation Trust Assets and the Debtor's rights, title and interest to such Litigation Trust Assets may not be transferred or assigned by the Litigation Trust to any party.

(b) Litigation Trust Causes of Action. The Litigation Trust shall have standing to pursue, assert, litigate, and fully resolve the Litigation Trust Causes of Action and, to the extent applicable, shall be deemed the assignee of the Debtor and neither the Debtor nor the Reorganized Debtor shall have any interest in or with respect to the Litigation Trust Causes of Action. In pursuing any Litigation Trust Causes of Action, the Litigation Trustee shall be deemed a trustee for all purposes under section 1108 of the Bankruptcy Code and shall be entitled to the tolling provisions provided under section 1108 of the Bankruptcy Code.

(c) Litigation Trust Funded Amount. The Litigation Trust's reasonable costs and expenses including, without limitation, such costs and expenses set forth in Section 3.13 herein, shall be paid from the Litigation Trust Funded Amount.

Section 2.04 Valuation of Trust Assets. The Litigation Trustee shall utilize and make available to the Beneficiary when and as necessary to perform the Litigation Trustee's duties in Article VII herein and from time to time, to the extent relevant, a good-faith valuation of the Litigation Trust Assets. For purposes of any valuation of the Litigation Trust Assets as of the Effective Date, the Litigation Trust Causes of Action shall be valued at \$100 in the aggregate, which valuation shall be used consistently by all parties (including the Litigation Trustee and the Beneficiaries) for all federal income tax purposes; provided, that, the Litigation Trustee may, in advance of the preparation of any tax reporting for 2025 provided to the Beneficiaries, update this valuation of the Litigation Trust Causes of Action as of the Effective Date if the Litigation Trustee determines, in its sole discretion, such an update is necessary and in the best interest of the Beneficiary. As a result of the inherent difficulty of valuing litigation assets such as the Litigation Trust Causes of Action, in determining the aggregate value of the Litigation Trust Assets, the foregoing valuation ascribes values (nominal or otherwise) to specific litigation assets that shall be inadmissible as evidence in such litigation and shall not be relied upon by third parties for purposes of determining the likelihood of success on the merits, damages, or otherwise. Neither the Litigation Trust, the Litigation Trustee nor the Litigation Trustee's professionals shall incur any liability based on the accuracy, inaccuracy, or disclosure of any valuation performed or provided by the Litigation Trustee pursuant to this Section 2.04 to the Beneficiary or any other party.

Section 2.05 Rights of the Debtor. The Debtor shall have no claim to, right, or interest in, whether direct, residual, contingent or otherwise, the Litigation Trust Assets once such assets have been vested to the Litigation Trust in accordance with the terms and conditions of the Plan, the Confirmation Order and this Agreement. In no event shall any part of the Litigation Trust Assets revert to or be distributed to the Debtor or the Reorganized Debtor.

Section 2.06 Books and Records; Authorization. The Litigation Trustee shall maintain books and records relating to the assets and income of the Litigation Trust, the payment of expenses and liabilities of, and claims against or assumed by, the Litigation Trust in such detail and for such period of time as may be reasonably necessary to enable him or her to make full and proper accounting in respect thereof, and to comply with applicable provisions of law. The Beneficiary shall have the right, upon not less than thirty (30) days' prior written (with email being sufficient) notice delivered to the Litigation Trustee, to inspect such books and records during normal business hours reasonably acceptable to the Litigation Trustee, subject to entering into a confidentiality agreement satisfactory in form and substance to the Litigation Trustee. Except as provided in Section 7.01 hereof, nothing in this Agreement requires the Litigation Trustee to file any accounting or seek approval of any court with respect to (i) the administration of the Litigation Trust, or (ii) as a condition for making any payment or Distribution out of the Litigation Trust Assets.

ARTICLE III

THE LITIGATION TRUSTEE

Section 3.01 Appointment. Pursuant to the Plan and Confirmation Order, Emma Base has

the authority and discretion in coordination with the Debtor to choose a litigation trustee who is reasonably acceptable to the Debtor. The Litigation Trustee shall be deemed to be appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code as of the Effective Date.

Section 3.02 Generally. The Litigation Trustee's power and authority are exercisable solely consistent with, and in furtherance of, the purposes of the Litigation Trust. The Litigation Trustee shall have the authority to bind the Litigation Trust, but shall for all purposes hereunder be acting in the capacity as Litigation Trustee, and not individually. The Litigation Trustee shall owe a fiduciary duty to the Beneficiary.

Section 3.03 Scope of Authority. Subject to the provisions of the Plan, the Confirmation Order and this Agreement, the Litigation Trustee shall hold the authority to:

(a) perform all actions and execute all agreements, instruments and other documents necessary to implement the Plan as it pertains to the Litigation Trust and the Litigation Trust Assets, including the Litigation Trust Causes of Action;

(b) establish, maintain and administer the Trust Account(s) in the name of the Litigation Trust (which may be done by book entry) on account of the fees, costs and expenses associated with the administration of the Litigation Trust, including, without limitation, the costs associated with making Distributions and such other matters as the Litigation Trustee deems reasonably necessary or appropriate;

(c) accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, supervise, prosecute, settle and protect, and/or distribute, as applicable, the Litigation Trust Assets (directly or through his or her professionals or a Distribution Agent);

(d) calculate and make Distributions of the Litigation Trust Assets to the Beneficiary pursuant to the terms of this Agreement, the Confirmation Order and the Plan including, without limitation, (directly or through his or her professionals or a Distribution Agent);

(e) pursue, investigate, institute, file, prosecute, enforce, abandon, settle, compromise, release or withdraw any and all Litigation Trust Causes of Action in any court or other tribunal without any further order of the Bankruptcy Court;

(f) without limiting the generality of the rights and powers set forth in this Section 3.03 and subject to all applicable rules, regulations, procedures, defenses and objections, to take discovery in connection with the investigation and prosecution of the Litigation Trust Causes of Action whether through depositions, oral examinations, document requests, interrogatories and/or other discovery devices provided for under applicable law, and to exercise any and all investigatory powers provided for under Rule 2004 of the Bankruptcy Rules to the extent authorized to do so by order of the Bankruptcy Court or other court of competent jurisdiction;

(g) retain, compensate and employ professionals to represent the Litigation Trust on customary terms reasonably acceptable to the Litigation Trustee without any requirement of approval by the Bankruptcy Court;

(h) subject to Section 7.01(e) of this Agreement, file all tax returns with

respect to the Litigation Trust consistent with being a grantor trust under applicable federal income tax law and paying taxes properly payable by the Litigation Trust, if any, and making Distributions to the Beneficiary net of any such taxes;

(i) utilize the Litigation Trust Funded Amount in accordance with Article 5.6 of the Plan to purchase or create and carry any and all appropriate insurance policies and pay all insurance premiums and costs deemed necessary or advisable by the Litigation Trustee, including, without limitation, to insure the acts and omissions of the Litigation Trustee;

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

(k) respond to inquiries by the Beneficiary;

(l) dissolve the Litigation Trust in accordance with the terms of this Agreement; and

(m) exercise such other powers as may be vested in or assumed by the Litigation Trust or the Litigation Trustee pursuant to the Plan, the Confirmation Order and this Agreement, or as may be necessary, proper, and appropriate to carry out the provisions of the Plan.

Section 3.04 Limitations.

(a) The Litigation Trustee shall not be, and is not, authorized to engage in any trade or business with respect to the Litigation Trust Assets, and shall engage only in activity reasonably necessary to, and consistent with, the liquidating purpose of the Litigation Trust. All actions taken by the Litigation Trustee shall be consistent with the expeditious but orderly liquidation of the Litigation Trust Assets as is required by applicable law and consistent with the treatment of the Litigation Trust as a liquidating trust under Treasury Regulation section 301.7701-4(d).

(b) In all circumstances, the Litigation Trustee shall act in the best interests of the Beneficiary and in furtherance of the purpose of the Litigation Trust.

(c) The Litigation Trustee shall liquidate and convert to Cash the Litigation Trust Assets in an expeditious but orderly manner, make timely Distributions, and not unduly prolong the duration of the Litigation Trust.

(d) The Litigation Trustee may not seek to have the Bankruptcy Court expand its role beyond that set forth in the Plan, the Confirmation Order and this Agreement.

Section 3.05 Discretion. Subject to the express provisions of this Agreement, the Plan, and the Confirmation Order, the Litigation Trustee shall have discretion to pursue, or not pursue, the Litigation Trust Causes of Action as it determines is in the best interests of the Beneficiary and consistent with the purposes of the Litigation Trust. Subject to the express provisions of this Agreement, the Litigation Trustee may incur any reasonable and necessary expenses paid from the Litigation Trust Assets pursuant to the terms of the Plan, the Confirmation Order, and this Agreement, in liquidating and converting the Litigation Trust Assets to Cash. Neither the Litigation Trustee nor his or her successors or assigns shall fund, or be obligated to fund (whether directly or indirectly), the costs of pursuing any of the Litigation Trust Causes of

Action. Such expenses may be funded and paid for by the Beneficiary, or out of the proceeds from those causes of action for which the contingency fees are earned, such source of payment to be at the Beneficiary's sole discretion. No person dealing with the Litigation Trust shall be obligated to inquire into the authority of the Litigation Trustee in connection with the protection, conservation, or disposition of the Litigation Trust Assets.

Section 3.06 Prosecution of Litigation Trust Causes of Action. After the Effective Date, only the Litigation Trustee, with the approval of the Beneficiary, shall have authority to maintain, prosecute, settle, dismiss, abandon, or otherwise dispose of the Litigation Trust Causes of Action. The Litigation Trustee, with the approval of the Beneficiary, may enter into and consummate settlements and compromises of the Litigation Trust Causes of Action without notice to, or approval by, the Bankruptcy Court.

Section 3.07 Retention of Professionals. Subject to the approval of the Beneficiary, the Litigation Trustee may retain and compensate attorneys and other professionals (including any professional who represented a party in interest in the Chapter 11 Case) to assist in its duties as Litigation Trustee (including the prosecution of the Litigation Trust Causes of Action) on such terms as the Litigation Trustee deems appropriate (including, without limitation, on a fee or a contingency basis) without Bankruptcy Court approval.

Section 3.08 Other Activities. The Person or entity serving as the Litigation Trustee, other than in his or her capacity as such, shall be entitled to perform services for and be employed by third parties.

Section 3.09 Liability of Litigation Trustee and its Agents. Except as otherwise specifically provided herein, neither the Litigation Trustee, nor the employees, professionals, agents, and representatives of the Litigation Trust or the Litigation Trustee (all of the foregoing, the "Covered Persons"), shall be held personally liable for any claim asserted against any of them or the Litigation Trust. Without limiting the generality of the foregoing, none of the Covered Persons shall be liable with respect to any action taken or omitted to be taken in furtherance of their responsibilities hereunder, except to the extent that their conduct is determined by a Final Order to be due to their own fraud, gross negligence, or willful misconduct. All Persons dealing with the Litigation Trustee shall look only to the Litigation Trust Assets to satisfy any liability incurred by him or her in carrying out the terms of this Agreement, the Plan, or the Confirmation Order, and, subject to the preceding sentence, none of the Covered Persons shall have any personal obligation to satisfy any such liability. Nothing contained in this Agreement, the Plan or the Confirmation Order shall be deemed to be an assumption by the Litigation Trustee of any of the liabilities, obligations or duties of the Debtor or the Beneficiary and shall not be deemed to be or contain a covenant or agreement by the Litigation Trustee to assume or accept any such liability, obligation, or duty.

Section 3.10 Non-Liability for Acts of Others. Except as expressly provided in this Agreement, the Plan, or the Confirmation Order, neither the Litigation Trust nor the Litigation Trustee shall assume any of the liabilities, obligations or duties of the Debtor or the Beneficiary. The Litigation Trustee may accept and rely upon any accounting made by or on behalf of the Debtor and any statement or representation made by the Debtor or its agents and professionals as to the assets comprising the Litigation Trust Assets or as to any other fact bearing upon the creation of the Litigation Trust, so long as it has a good faith basis to do so. Any successor Litigation Trustee

may accept and rely upon any accounting made by or on behalf of any predecessor Litigation Trustee hereunder, and any statement or representation made by a predecessor Litigation Trustee or its agents as to the assets comprising the Litigation Trust Assets, or as to any other fact bearing upon the prior administration of the Litigation Trust, so long as it has a good faith basis to do so. The Litigation Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. The Litigation Trustee or successor Litigation Trustee shall not be liable for any act or omission of any predecessor Litigation Trustee, nor have a duty to enforce any claims against any predecessor Litigation Trustee on account of any such act or omission. The Litigation Trustee may, in connection with the performance of his or her functions, and in his or her sole and absolute discretion, consult with his or her attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done, in good faith reliance upon the advice or opinions rendered by such persons, regardless of whether such advice or opinions are provided in writing. Notwithstanding such authority, the Litigation Trustee shall not be under any obligation to consult with attorneys, accountants, financial advisors or agents, and his or her determination not to do so shall not result in the imposition of liability on the Litigation Trustee, unless such determination is based on fraud, willful misconduct, or gross negligence.

Section 3.11 Reliance by Litigation Trustee. The Litigation Trustee may absolutely and unconditionally rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Litigation Trustee may absolutely and unconditionally presume that any other parties purporting to give any notice of instructions in writing has been duly authorized to do so, and may rely on such notice. The Litigation Trustee may consult with legal counsel, financial or accounting advisors, and other professionals to be selected by him or her and may rely, in good-faith, on the advice thereof, and shall not be liable for any action taken or omitted to be taken in accordance with the advice thereof.

Section 3.12 Parties Dealing With the Litigation Trustee. In the absence of actual knowledge to the contrary, any person dealing with the Litigation Trust or the Litigation Trustee shall be entitled to rely on the authority of the Litigation Trustee or any of the Litigation Trustee's agents to act in connection with the Litigation Trust Assets. There is no obligation on any Person or Entity dealing with the Litigation Trustee to inquire into the validity, expediency or propriety of any transaction by the Litigation Trustee or any agent of the Litigation Trustee.

Section 3.13 Compensation of the Litigation Trustee and Professionals.

(a) Litigation Trustee. The Litigation Trustee shall be compensated in the amount of 3% of all gross proceeds of any Litigation Trust Cause of Action (the "Litigation Trustee Fee"). In addition, the Litigation Trustee shall be entitled to reimbursement of all actual, reasonable out-of-pocket costs and expenses to be paid from the Litigation Trust Funded Amount. The Litigation Trustee shall deliver his or her invoices or fee statement to the Beneficiary for approval before payment shall be allowed from the Litigation Trust Assets in accordance with Article 5.6 of the Plan on account of reasonable out-of-pocket costs and expenses or on account of the Litigation Trustee Fee. The Beneficiary shall have ten (10) days from the delivery of any Litigation Trustee invoice or fee statement to give notice (with email being sufficient) of any

objection to payment. In the event no objection is timely raised, the Litigation Trustee may pay the invoice or fee statement, or any portion thereof, that is not subject to objection. For an objection of the Beneficiary to be valid, it shall be in writing and set forth in detail the basis for the objection. Any objection that remains unresolved fifteen (15) days after it is made may be submitted to the Bankruptcy Court for resolution.

(b) Professionals. Any professionals retained by the Litigation Trustee may be paid out of the Litigation Trust Funded Amount pursuant to the following procedures; *provided, however,* any contingency fees of retained counsel for the purpose of pursuing the Litigation Trust Causes of Action shall only be funded either by the Beneficiary or out of the proceeds from those causes of action for which the contingency fees are earned. Professionals hired by the Litigation Trustee shall deliver their invoices or fee statements to the Litigation Trustee for approval before payment from the Litigation Trust Funded Amount shall be allowed in accordance with Article 5.6 of the Plan. The Litigation Trustee shall have ten (10) days from the delivery of any invoice or fee statement to give notice (with email being sufficient) of an objection to the fee statement to the professional seeking compensation or reimbursement. In the event no objections are timely raised, the Litigation Trustee may pay the fees and expenses, or that portion of the fee, that is not subject to an objection, from the Litigation Trust Funded Amount. For an objection to be valid, it shall be in writing (with email being sufficient) and set forth in detail the specific fees objected to and the basis for the objection. Any objection that remains unresolved fifteen (15) days after it is made may be submitted to the Bankruptcy Court for resolution.

Section 3.14 Exculpation; Indemnification. The Litigation Trustee and any professionals retained by the Litigation Trustee in connection with the discharge of the Litigation Trustee's duties (the "Covered Persons") shall be, and hereby are, exculpated by all Persons, including the Beneficiary, from any and all claims, causes of action and other assertions of liability arising out of the discharge of the powers and duties conferred upon them by the Plan, this Agreement, or any order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan, or by applicable law, except for actions or omissions to act that are determined by a Final Order to have arisen out of fraud, gross negligence, or willful misconduct. No Person shall have, or be permitted to pursue, any claim or cause of action against any of the Covered Persons for making payments and/or Distributions in accordance with this Agreement or the Plan, or for implementing any other provision of the Plan. To the fullest extent permitted by applicable law, the Litigation Trust shall: (i) indemnify, defend, and hold harmless the Covered Persons from and against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses that the Covered Persons may incur or to which the Covered Persons may become subject in connection with any actions or inactions in their capacity as such, except for actions or inactions involving fraud, willful misconduct, or gross negligence and (ii) the Covered Persons shall be entitled to obtain advances from the Litigation Trust to cover their reasonable fees and expenses incurred in defending any such actions or inactions. Any action taken, or omitted to be taken, with the express approval of the Bankruptcy Court or the Beneficiary will conclusively be deemed not to constitute fraud, gross negligence, or willful misconduct, *provided, however,* that the Litigation Trustee shall not be obligated to comply with a direction of the Beneficiary, whether or not express, which would result in a change of the Distribution or any other material provisions of the Plan. The foregoing exculpation and indemnity in respect of any Covered Person shall survive the termination of such Covered Person from the capacity for which they are indemnified and shall inure to the benefit of the Covered Persons' heirs and assigns.

Section 3.15 Termination. The duties, responsibilities, and powers of the Litigation Trustee shall terminate on the date the Litigation Trust is dissolved pursuant to Article VIII of this Agreement, under applicable law, or by an order of the Bankruptcy Court; *provided*, that Sections 3.11 and 3.12 above shall survive such termination and dissolution.

Section 3.16 Resignation. The Litigation Trustee may resign by giving not less than ninety (30) days prior written notice (with email being sufficient) to the Beneficiary.

Section 3.17 Removal. The Litigation Trustee may be removed by the Beneficiary with or without cause. The removal of the Litigation Trustee shall become effective on such date as may be specified by the Beneficiary without notice to the Bankruptcy Court. In the event of the removal without cause, the Litigation Trustee shall be entitled to immediate payment of all compensation earned by the Litigation Trustee through and including the effective date of such removal pursuant to the terms of this Agreement and the Plan.

Section 3.18 No Bond. The Litigation Trustee shall not be required to post any bond or surety or other security for the performance of his or her duties unless otherwise ordered by the Bankruptcy Court and, in the event the Litigation Trustee is so otherwise ordered, all reasonable costs and expenses of procuring any such bond or surety shall be paid from the Litigation Trust Assets pursuant to the terms of the Plan.

ARTICLE IV

BENEFICIARIES

Section 4.01 Rights of Beneficiaries. The Beneficiary shall take and hold beneficial interests in the Litigation Trust subject to all of the terms and provisions of this Agreement, the Confirmation Order, and the Plan. The Beneficiary shall have no title or right to, or possession, management, or control of, the Litigation Trust Assets except as expressly provided herein. The interests of the Beneficiary in the Litigation Trust is in all respects personal property, and the death, insolvency, or incapacity of the Beneficiary shall not terminate or affect the validity of this Agreement. No surviving spouse, heir, or devisee of the deceased Beneficiary (if applicable) shall have any right of dower, homestead, inheritance, partition, or any other right, statutory or otherwise, in the Litigation Trust Assets, and their sole interest shall be the rights and benefits given to the Beneficiary under this Agreement.

Section 4.02 Identification of Beneficiary. The Beneficiary is and shall be the holder of the Base Claim. The specific identification of the holder of the Base Claim is as identified in the Proof of Claim filed with the Bankruptcy Court on November 5, 2024 (the “Base Proof of Claim”). If further information is needed to effectuate distribution, the Beneficiary shall be solely responsible for providing such information to the Litigation Trustee.

Section 4.03 Limit on Transfers. The interest of the Beneficiary in the Litigation Trust shall be uncertificated, and is reflected only on the records of the Litigation Trust maintained by the Litigation Trustee. Such interest is not negotiable and not transferable except (a) pursuant to applicable laws of descent and distribution (in the case that the Beneficiary becomes deceased prior to any applicable Distributions hereunder) or (b) by operation of law.

Section 4.04 Conflicting Claims. If any conflicting claims or demands are made or asserted

with respect to any proceeds from the Litigation Trust Assets, the Litigation Trustee shall be entitled, in its sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the Litigation Trustee shall (i) make no payment or Distribution with respect to such claims, and (ii) refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, the Litigation Trustee shall not be or become liable to any party for his or her refusal to comply with any of such conflicting claims or demands. The Litigation Trustee shall be entitled to refuse to comply with conflicting claims or demands until either (a) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or (b) the conflict has been resolved by a written agreement among all of such parties and the Litigation Trustee and/or the Reorganized Debtor, which agreement shall include a complete release of the Litigation Trust and the Litigation Trustee with respect to the subject matter of the dispute.

ARTICLE V

DISTRIBUTIONS

Section 5.01 Distributions; Record Date. The Litigation Trustee shall make Distributions to the Beneficiary as soon as reasonably practicable after the Effective Date, pursuant to the terms of the Plan. The Litigation Trustee shall not incur any liability whatsoever on account of the delivery of any Distributions under the Plan.

Section 5.02 Resolution of Disputed Claims. Because the Beneficiary of the Litigation Trust consists of only the holder of the Base Claim, disputed claims are not anticipated; however, to the extent there are any competing claims to the Litigation Trust Assets, such disputes shall be resolved in accordance with the procedures set forth in Section 4.04 herein.

Section 5.03 Location for Distributions; Notice of Change of Address. Distributions to the Beneficiaries shall be made by the Litigation Trustee or the Distribution Agent to the Beneficiary as soon as reasonably practicable after the Effective Date.. The Litigation Trustee and the Distribution Agent are not obligated to make any effort to determine the correct address of the Beneficiary and are entitled to rely on the specific identifications set forth in the Base Proof of Claim for any Distributions pursuant to the Plan, the Confirmation, and/or this Agreement.

Section 5.04 Administration of Distributions.

(a) Manner of Payment. At the option of the Litigation Trustee, all Distributions to be made hereunder may be made by a check or wire transfer in U.S. dollars.

(b) No Interest on Beneficiary's Right to Distribution Under the Litigation Trust. Unless otherwise specifically provided in the Plan or the Confirmation Order, or required by applicable law, or agreed to by the Reorganized Debtor, the Beneficiary's interest in the Litigation Trust Assets shall not accrue any interest in respect of the period from the Petition Date to the date a Distribution is made, notwithstanding any dispute or other delay with respect to any Distribution.

(c) No Fractional Payments. The Litigation Trustee shall not be required to make Distributions or payments of less than \$50.00.

(d) Compliance with Laws. Any and all Distributions hereunder shall be subject to and made in compliance with applicable laws, including but not limited to, all applicable federal and state tax laws (including all federal and state tax withholding and reporting requirements). Further, the Litigation Trustee shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding in kind, liquidating a portion of the Distributions to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions or establishing any other mechanisms the Litigation Trustee believes are reasonable and appropriate. The Litigation Trustee reserves the right to allocate all Distributions made under this Agreement in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. Distributions shall be allocated first to trust fund-type taxes, then to other taxes .

Section 5.06 Periodic Evaluation. The Litigation Trustee shall report to the Beneficiary from time to time, but in no event less than four times per year on a quarterly basis, concerning the status of the Litigation Trust Assets including, without limitation, the Litigation Trust Causes of Action, and consult with the Beneficiary concerning the litigation strategy with respect to each such claims.

Section 5.07 Payments Limited to Litigation Trust Assets. All Distributions to be made by the Litigation Trustee to or for the benefit of the Beneficiary on behalf of the Litigation Trust shall be made only from the Litigation Trust Assets pursuant to the terms of the Plan .

ARTICLE VI

SUCCESSOR LITIGATION TRUSTEES

Section 6.01 Acceptance of Appointment by Successor Litigation Trustee. In the event a Litigation Trustee dies, is terminated, or resigns for any reason prior to the dissolution of the Litigation Trust, the Beneficiary shall promptly designate a successor trustee by an acknowledged written instrument delivered to the successor Litigation Trustee. In the event the Litigation Trustee is no longer in place, and the Beneficiary fail to timely appoint a successor Litigation Trustee, the Bankruptcy Court shall do so. Any successor Litigation Trustee shall execute an instrument accepting such appointment and shall file such acceptance with the Litigation Trust records and with the Bankruptcy Court. Thereupon, such successor Litigation Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of his predecessor in the Litigation Trust with like effect as if originally named herein; *provided, however,* that a removed or resigning Litigation Trustee shall, nevertheless, when reasonably requested in writing by the successor Litigation Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Litigation Trustee all the rights, powers, and trusts of such predecessor Litigation Trustee(s).

ARTICLE VII

REPORTING AND TAX MATTERS

Section 7.01 Tax and Other Reports In Accordance With the Plan, Including Articles

5.6 and 6.14.

(a) The Litigation Trustee shall not less than annually, and no later than the time required by applicable law (taking into account any permitted extensions), send to the Beneficiary, a statement setting forth the share of items of income, gain, loss, deduction, or credit of the portion of the Litigation Trust that is treated as a grantor trust, and shall instruct the Beneficiary to report such items on their federal income tax returns. As soon as practicable after the end of the relevant report preparation period, the Litigation Trustee shall cause any information reported pursuant to this Section 7.01(a) to be mailed to the Beneficiary. The Litigation Trustee may maintain an internet-based website (with access granted to the Beneficiary) containing all reports the Litigation Trustee is required to deliver to such Beneficiary under this Article VII and identifying the name and address for correspondence with the Litigation Trustee.

(b) It is intended that the interests of the Beneficiary in the Litigation Trust shall not constitute “securities.” To the extent the interests in the Litigation Trust are deemed to be “securities,” the issuance of such interests shall be exempt from registration under the Securities Act and any applicable state and local laws requiring registration of securities pursuant to section 1145 of the Bankruptcy Code or another available exemption from registration under the Securities Act.

(c) United States Federal Income Tax. Grantor Trust Status. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Litigation Trustee) and subject to Section 7.01(e) of this Agreement, the Litigation Trustee shall file returns for the Litigation Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a).

(d) Allocations of Litigation Trust Taxable Income. Subject to the provisions of Section 7.01(a) hereof, allocation of Litigation Trust as taxable income of the Beneficiary shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (without regard to any restrictions on distributions described herein) if, immediately prior to such deemed distribution, the Litigation Trust had distributed all its assets (valued at their tax book value) to the Beneficiary, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Litigation Trust. Taxable loss of the Litigation Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Litigation Trust Assets.

(e) Compliance; Expedited Determination of Taxes. The Litigation Trustee shall comply with any withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority in connection with the Plan and all instruments issued in connection therewith and Distributions thereunder, and all Distributions under the Plan shall be subject to any such withholding and reporting requirements. All amounts withheld, and paid to the appropriate taxing authority, shall be treated as amounts distributed to the Beneficiary for all purposes of this Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Beneficiary and other payees (including, without limitation, social security numbers and/or other tax identification numbers) as he or she in his or her sole discretion deems necessary to effectuate the Plan, the Confirmation Order, and this Agreement. The Litigation Trustee may refuse to make

a Distribution to the Beneficiary if they fail to furnish such information in a timely fashion, until such information is delivered in accordance with Section 4.02 hereof; *provided, however*, that upon the Beneficiary's timely delivery of such information in accordance with but subject to Section 4.02 hereof, the Litigation Trustee shall make such Distribution to which the Beneficiary is entitled, without any interest and income thereon. The Litigation Trustee may request an expedited determination of taxes of the Litigation Trust, under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Litigation Trust for all taxable periods through the dissolution of the Litigation Trust.

(f) Bankruptcy Court Reporting. Following the Effective Date, the Litigation Trustee, on behalf of the Litigation Trust, shall file with the Bankruptcy Court, no later than 45 days after June 30 and December 31 of each calendar year, a semi-annual report regarding the administration of the Litigation Trust Assets, Distributions made by it, and other matters relating to the implementation of the Litigation Trust and the Plan.

ARTICLE VIII

DISSOLUTION OF LITIGATION TRUST

Section 8.01 Dissolution of Litigation Trust. The Litigation Trust shall be dissolved, in accordance with Section 9.02 hereof, no later than the third anniversary of the Effective Date, unless the Bankruptcy Court, upon motion by the Litigation Trustee, the Beneficiary, or any party in interest, within the three-month period prior to the third anniversary (or at least three months prior to the end of any extension period), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Litigation Trust Assets.

Section 8.02 Dissolution Events. The Litigation Trustee shall be discharged and the Litigation Trust shall be dissolved at such time as (a) the Litigation Trustee and the Beneficiaries determine that the administration of the Litigation Trust is not likely to yield sufficient additional proceeds to justify further pursuit of the Litigation Trust Causes of Action, and (b) all other Distributions required to be made by the Litigation Trustee under the Plan and this Agreement have been made. If at any time the Litigation Trustee determines, in reliance upon such professionals as the Litigation Trustee may retain, that the expense of administering the Litigation Trust is likely to exceed the value of the assets remaining in the Litigation Trust, the Litigation Trustee may reserve any amounts necessary to dissolve the Litigation Trust, (ii) donate any balance to a charitable organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code that is unrelated to the Debtor, the Litigation Trust, and any insider of the Litigation Trust, and (iii) dissolve the Litigation Trust.

Section 8.03 Post-Dissolution. Upon distribution of all the Litigation Trust Assets, the Litigation Trustee shall retain the books, records and files that shall have been created by the Litigation Trustee for a period of six months and thereafter may in his or her sole discretion, destroy all of such records and documents as the Litigation Trustee deems appropriate (unless such records and documents are necessary to fulfill any of the Litigation Trustee's residual obligations, if any,

pursuant to this Agreement). The Litigation Trustee may allocate and reserve (or pre-pay) sufficient funds to cover the costs of storage and destruction of such records. The Litigation Trustee may seek and obtain Bankruptcy Court approval to destroy records at or about the time of dissolution.

ARTICLE IX

AMENDMENT AND WAIVER

Section 9.01 Amendment; Waiver. The Litigation Trustee, with the prior approval of the Beneficiary may amend, supplement, or waive any provision of this Agreement, without notice to or the approval of the Bankruptcy Court, in order to: (i) cure any ambiguity, omission, defect, or inconsistency in this Agreement; *provided, however*, that such amendments, supplements or waivers shall not adversely affect the Distributions to the Beneficiary or adversely affect the U.S. federal income tax status of the Litigation Trust as a “liquidating trust”; (ii) comply with any requirements in connection with the U.S. federal income tax status of the Litigation Trust as a “liquidating trust”; (iii) comply with any requirements in connection with maintaining that the Litigation Trust is not subject to registration or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act, or the Investment Company Act; and (iv) make the Litigation Trust a reporting entity and, in such event, to comply with or seek relief from any requirements in connection with satisfying the registration or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act, or the Investment Company Act. Any substantive provision of this Agreement may be amended or waived by the Litigation Trustee, subject to the prior approval of the Beneficiary, with the approval of the Bankruptcy Court (upon notice and an opportunity for a hearing); *provided, however*, that no change may be made to this Agreement that would (a) adversely affect (i) the Distributions to the Beneficiary or (ii) the U.S. Federal income tax status of the Litigation Trust as a “liquidating trust” or (b) expand, add to, or modify the original stated purpose of the Litigation Trust (as described in the Plan and in this Agreement). Notwithstanding this Section 10.01, any amendments to this Agreement shall not be inconsistent with the purpose and intention of the Litigation Trust to liquidate in an expeditious but orderly manner the Litigation Trust Assets in accordance with Treasury Regulation section 301.7701-4(d).

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Intention of Parties to Establish Grantor Trust. Subject to Section 7.01(e) herein, this Agreement is intended to create a grantor trust for United States federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as a grantor trust with respect to the Beneficiary.

Section 10.02 Preserved Potential Claims and Preservation of Privilege. Upon the Effective Date, all of the Debtor’s privileges and work product, including but not limited to, any attorney-client privilege or work-product privilege attaching to any documents or communications (whether written or oral) related to the Litigation Trust Causes of Action that vest in the Litigation Trust, shall be vested in the Litigation Trust, which will have exclusive authority to waive or not to waive the Debtor’s privileges in its sole discretion. Notwithstanding the foregoing and for the avoidance of doubt, the privileges transferred to the Litigation Trust do not include any privileges of the current and former individual directors or officers of the Debtor, and all of the rights of such

directors and officers with respect to such privileged materials, are hereby preserved.

Section 10.03 Prevailing Party. If the Litigation Trust is the prevailing party in a dispute with a third party regarding the provisions of this Agreement or the enforcement thereof, the Litigation Trust shall be entitled to collect any and all costs, expenses, and fees, including attorneys' fees, from the nonprevailing party incurred in connection with such dispute or enforcement action.

Section 10.04 Laws as to Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to the rules governing the conflict of law which would require the application of the law of another jurisdiction.

Section 10.05 Severability. If any provision of this Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 10.06 Notices. Any notice or other communication hereunder shall be in writing (with email being sufficient to the extent consistent with this Agreement) and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box, or transmitted by facsimile or electronic mail (email), or sent by nationally recognized overnight delivery service, addressed to the person for whom such notice is intended at such address as set forth below or such other address as may be provided to the other parties in writing. The date of receipt of such notice shall be the earliest of (a) the date of actual receipt by the receiving party, (b) the date of personal delivery (or refusal upon presentation for delivery), (c) on the date of the transmission confirmation, or (d) three business days after service by first class mail.

If to the Litigation Trustee, then to:

[insert contact information]

Section 10.07 Notices if to the Beneficiary. Any notice or other communication hereunder shall be in writing (with email being sufficient to the extent consistent with this Agreement) and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the Beneficiary as identified in the Base Proof of Claim or such other means reasonably calculated to apprise the Beneficiary.

Section 10.08 Headings. The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

Section 10.09 Plan. The terms of this Agreement are intended to supplement the terms provided by the Plan and the Confirmation Order. Accordingly, in the event of any direct conflict

or inconsistency between any provision of this Agreement, on the one hand, and the provisions of the Plan and the Confirmation Order, on the other hand, the provisions of the Plan and the Confirmation Order, as applicable, shall govern and control.

Section 10.10 Entire Agreement. This Agreement (and any exhibits and annexes attached hereto) contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

Section 10.11 Actions Taken on Other Than Business Day. In the event that any payment or act hereunder or under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date.

Section 10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A facsimile or electronic mail signature of any party shall be considered to have the same binding legal effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged the Litigation Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as the date written above.

[Signature block for Litigation Trustee]

[Signature block for Emma Base]

[Signature block for OneCore Health]

Exhibit 3

Reorganization Transaction Steps

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

	X	
In re	:	
	:	Chapter 11
HOSPITAL FOR SPECIAL SURGERY, LLC	:	
<i>Db</i> a ONECORE HEALTH,	:	Case No. 24-12862-JDL
	:	
Debtor.	:	
	X	

REORGANIZATION TRANSACTION STEPS

- Cancellation of Existing OneCore Equity Interests.
- Existing OneCore Interest Owners eligible to participate and electing to participate in New Value Contribution execute subscription agreements.
- Eligible, participating Existing OneCore Interest Owners fund New Value Contribution.
- New OneCore Equity Interests Issued to Eligible, participating Existing OneCore Interest Owners who funded New Value Contribution in proportion to such New Value Contributions.
- Reorganized Debtor and Guarantors execute Exit Facility Credit Agreement and related documents, as applicable.