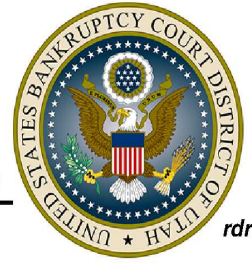


This order is SIGNED.

Dated: January 27, 2025


KEVIN R. ANDERSON
U.S. Bankruptcy Judge



Order prepared and submitted by:
J. Thomas Beckett, USB #5587
Brian M. Rothschild, USB #15316
Darren Neilson, USB #15005
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Attorneys for Debtors

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

In re PolarityTE, Inc., a Delaware corporation Debtor.	Case No. 23-bk-22358-KRA Case No. 23-bk-22360-KRA
In re PolarityTE, MD Inc., a Nevada corporation, Debtor.	Case No. 23-bk-22361-KRA Jointly Administered Chapter 11 Cases
In re PolarityTE, Inc., a Nevada corporation, Debtor.	Judge Kevin R. Anderson THIS DOCUMENT RELATES TO ALL DEBTORS



**ORDER CONFIRMING DEBTORS' PLAN OF REORGANIZATION DATED
AUGUST 15, 2024**

The matter before the Court is Debtors' Amended Chapter 11 Plan of Liquidation dated August 15, 2024 (ECF 152) (the "**Plan**"), filed by PolarityTE, Inc., a Delaware corporation ("**PTE**"), PolarityTE, MD Inc., a Nevada corporation ("**PTE MD**"), and PolarityTE, Inc., a Nevada corporation ("**PTE NV**," and together with PTE and PTE MD, the "**Debtors**" and each individually a "**Debtor**").

WHEREFORE, the Plan having been transmitted to creditors pursuant to the procedures approved by the Court;

WHEREFORE, the Court having entered separately its written *Findings and Conclusions Regarding Confirmation of Debtors' Plan of Reorganization Dated August 15, 2024* (collectively, the "**Findings and Conclusions**");

WHEREFORE, it having been determined, after hearing on notice, that all of the applicable requirements for confirmation set forth in 11 U.S.C. §§ 1129(a) and 1191(a) have been satisfied;

WHEREFORE, based upon the Plan, the absence of any objections to the Plan, the Declarations of Richard Hague and John Curtis (the "**Hague Decl.**" and "**Curtis Decl.**," respectively), and other papers filed concerning the Plan, as well as the arguments raised by the Debtors in the *Debtors' Motion Under Sections 1122 and 1129 of the Bankruptcy Code to Approve and Confirm Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* (ECF 167) (the "**Memorandum**"), the Findings and Conclusions, and other matters of record, and good cause appearing, it hereby is

ORDERED that:

1. Plan Confirmed. The Plan is CONFIRMED as set forth in this Confirmation Order¹ (the “**Plan**” or “**Confirmed Plan**”). A copy of the Plan is attached hereto as Exhibit 1.

2. Implementation and Consummation of Plan. In accordance with section 1142 of the Bankruptcy Code, the implementation and consummation of the Confirmed Plan in accordance with its terms shall be, and hereby is, authorized and approved, and the Debtors, the Reorganized Debtor, the Liquidating Trustee, and any other person referenced in the Confirmed Plan shall be, and they hereby are, authorized, empowered and directed to issue, execute, deliver, file and record any documents, and to take any action necessary or appropriate to consummate the Confirmed Plan in accordance with its terms.

3. Final Decree. A final decree or order closing the Case may be entered as soon as practicable, consistent with the terms set forth in section 11.12(b) of the Plan and Local Rule 3022-1.

4. Notice of Entry of Confirmation Order. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c)(2), on or before the fifth Business Day following the date of entry of this Confirmation Order, the Debtor shall serve notice of entry of this Confirmation Order on all creditors with Allowed Claims, the United States Trustee and other parties-in-interest (except for creditors who do not have Allowed Claims), by causing such notice of entry to be delivered to such parties by CM/ECF notice and/or via first-class mail, postage prepaid. No other or further notice of entry of this Confirmation Order shall be necessary.

5. Notice of Effective Date to be Given by the Liquidating Trustee. Within ten days following the occurrence of the Effective Date, the Liquidating Trustee shall file notice of the

¹ Capitalized terms used but not defined herein are defined in the Plan.

occurrence of the Effective Date with the Court. No other or further notice of the Effective Date shall be necessary. All applications for allowance of Administrative Claims other than (a) fees and expenses of Professionals Allowed pursuant to a prior Final Order of the bankruptcy Court, and (b) fees and charges assessed against the Estate pursuant to 28 U.S.C. §1930, must be filed within 30 days after the Effective Date, or they shall be barred.

[END OF DOCUMENT]

DESIGNATION OF PARTIES TO RECEIVE NOTICE

Service of the foregoing **ORDER CONFIRMING DEBTORS' PLAN OF REORGANIZATION DATED AUGUST 15, 2024** shall be served to the parties and in the manner designated below:

By Electronic Service: I certify that the parties of record in this case as identified below, are registered CM/ECF users.

- **James W. Anderson** jwa@clydesnow.com, gmortensen@clydesnow.com
- **Megan K Baker** baker.megan@dorsey.com
- **J. Thomas Beckett** tbeckett@parsonsbehle.com, ecf@parsonsbehle.com;brothschild@parsonsbehle.com
- **Gary M. Freedman** gary.freedman@nelsonmullins.com, sarah.castillo@nelsonmullins.com;francis.santelices@nelsonmullins.com
- **Elaine A. Monson** emonson@rqn.com, docket@rqn.com;jsears@rqn.com
- **Darren B. Neilson** dneilson@parsonsbehle.com
- **Ellen E. Ostrow** eostrow@foley.com, ellen-ostrow-4512@ecf.pacerpro.com;docketflow@foley.com;geysa.peeler@foley.com
- **Brian M. Rothschild** brothschild@parsonsbehle.com, ecf@parsonsbehle.com;docket@parsonsbehle.com
- **Rachel A. Sternlieb** rachel.sternlieb@nelsonmullins.com
- **Landon S. Troester** lst@clydesnow.com, rcondos@clydesnow.com
- **United States Trustee** USTPRegion19.SK.ECF@usdoj.gov
- **Russell S. Walker** russellw@pearsonbutler.com, sasha@pearsonbutler.com
- **Melinda Willden tr** melinda.willden@usdoj.gov, James.Gee@usdoj.gov;Lindsey.Huston@usdoj.gov;Rinehart.Peshell@usdoj.gov;Rachelle.D.Hughes@usdoj.gov;Brittany.Dewitt@usdoj.gov

By U.S. Mail – In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served notice pursuant to Fed R. Civ. P. 5(b):

Crowell & Moring LLP
Attn: Michael V. Blumenthal
590 Madison Avenue
20th Floor
New York, NY 10022

David F. Marx
Dorsey & Whitney, LLP
111 South Main Street
21st Floor
Salt Lake City, UT 84111

Rocky Mountain Advisory, LLC
15 W South Temple
Ste 500
Salt Lake City, UT 84101

Dated this 22nd day of January, 2025.

PARSONS BEHLE & LATIMER

/s/ Darren Neilson

Darren Neilson

EXHIBIT 1

J. Thomas Beckett, USB #5587
Brian M. Rothschild, USB #15316
Darren Neilson, USB #15005
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Attorneys for Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

In re	
PolarityTE, Inc., a Delaware corporation	Case No. 23-22358-KRA
Debtor.	Case No. 23-22360-KRA
In re	Case No. 23-22361-KRA
PolarityTE, MD Inc., a Nevada corporation	Chapter 11
Debtor	Judge Kevin R. Anderson
In re	THIS DOCUMENT RELATES TO ALL DEBTORS
PolarityTE, Inc., a Nevada corporation	
Debtor	

**DEBTORS' AMENDED CHAPTER 11 PLAN OF LIQUIDATION
DATED AUGUST 15, 2024**

PolarityTE, Inc., a Delaware corporation (“PTE”), PolarityTE, MD Inc., a Nevada corporation (“PTE MD”), and PolarityTE, Inc., a Nevada corporation (“PTE NV” and together with PTE and PTE MD, the “Debtors” and each individually, a “Debtor”), the debtors and debtors in possession in these Bankruptcy Cases, hereby propose the following amended plan of liquidation.

ARTICLE I DEFINITIONS AND CONSTRUCTION OF TERMS

For purposes of this Plan, the following terms shall have the meanings specified in this Article I. A term used but not defined herein that is defined in the Bankruptcy Code shall have the meaning ascribed to that term in the Bankruptcy Code. Wherever from the context it appears appropriate, each defined term shall include both the singular and the plural, and pronouns shall include the masculine, feminine and neuter, regardless of how stated. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular section, sub-section, or clause contained in the Plan. The rules of construction contained in Section 102 of the Bankruptcy Code shall apply to the terms of this Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

“Administrative Expense Claim” shall mean a Claim that is Allowed under Section 503(b) of the Bankruptcy Code and that is entitled to priority under Section 507(a)(1) of the Bankruptcy Code, including, without limitation—

- (a) fees and expenses of Professionals Allowed by an Order of the Bankruptcy Court, and
- (b) all fees and charges assessed against the Estate pursuant to 28 U.S.C. § 1930.

“Allowed” shall mean, with reference to any Claim—

- (a) a Claim that is listed in the Schedules and (i) is not listed as disputed, contingent or unliquidated, and (ii) is not a Claim as to which a proof of claim has been filed;
- (b) a Claim as to which a timely proof of claim has been filed by the Bar Date and either (i) no objection thereto or complaint respecting the amount or Allowance of the Claim, or application to estimate, equitably subordinate, or otherwise limit recovery, has been made or filed on or before any applicable deadline, or (ii) if an objection thereto, or application to estimate, equitably subordinate, or otherwise limit recovery has been interposed, the extent to which such Claim has been allowed (whether in whole or in part) by a Final Order;
- (c) a Claim arising from the recovery of property under Section 550 or 553 of the Bankruptcy Code and allowed in accordance with Section 502(h) of the Bankruptcy Code; or

(d) any Claim expressly allowed under this Plan or pursuant to the Confirmation Order.

“Avoidance Actions” shall mean Causes of Action arising or held by the Estate under Sections 502, 510, 541, 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or under related state or federal statutes and common law, including voidable transaction or similar laws.

“Bankruptcy Cases” shall mean the Debtors’ bankruptcy cases, Case No. 23-22358-KRA, Case No. 23-22360-KRA, and Case No. 23-22361-KRA, in the Bankruptcy Court.

“Bankruptcy Code” shall mean Title 11 of the United States Code, as amended from time to time, as applicable to the Bankruptcy Case.

“Bankruptcy Court” or “Court” shall mean the United States Bankruptcy Court for the District of Utah in which the Bankruptcy Cases are pending and, to the extent of any reference under 28 U.S.C. § 157, the unit of such District Court specified pursuant to 28 U.S.C. § 151.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure as promulgated under 28 U.S.C. § 2075, and any local rules of the Bankruptcy Court.

“Bar Date” shall mean (i) October 4, 2023, with respect to a Claim against the Estate other than a Claim of a governmental unit; (ii) December 4, 2023, with respect to a Claim of a governmental unit against the Estate unless otherwise ordered by the Court; and (iii) with respect to any executory contract or unexpired lease, 30 days after such rejection as provided under Section 8.2 of the Plan.

“Business Day” shall mean any day other than a Saturday, Sunday, or legal holiday recognized in the State of Utah.

“Cash” shall mean lawful currency of the United States of America (including wire transfers, cashier’s checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks and money orders).

“Causes of Action” shall mean, without limitation, all actions, causes of action, defenses, liabilities, counterclaims, obligations, rights, suits, debts, sums of money, damages, judgments, Claims, Avoidance Actions or other proceedings to recover or obtain money or property and demands of any nature whatsoever, whether known or unknown, in law, equity or otherwise.

“Claim” shall mean a claim against a Person or its property as defined in Section 101(5) of the Bankruptcy Code, including, without limitation, (i) any right to payment, whether or not such right is reduced to judgment, and whether or not such right is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance, if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, or is fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and, for the

avoidance of doubt, includes Priority Claims, Rescission Claims, and General Unsecured Claims, but does not include Equity Interests.

“Class” shall mean those classes designated in Article III of the Plan.

“Collateral” shall mean any property or interest in property of the Estate subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

“Confirmation Date” shall mean the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket in the Bankruptcy Case.

“Confirmation Order” shall mean the order of the Bankruptcy Court confirming the Plan pursuant to the provisions of the Bankruptcy Code.

“Disclosure Statement” shall mean the disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, in the form approved by the Bankruptcy Court under Section 1125 of the Bankruptcy Code.

“Disputed Claim” shall mean a Claim as to which a timely objection, complaint, or request for estimation, or request to subordinate or otherwise limit recovery in accordance with the Bankruptcy Code and the Bankruptcy Rules, has been filed with the Court and has not been withdrawn or determined by Final Order or is not otherwise an Allowed Claim.

“Disputed Claim Amount” shall mean the amount set forth in a proof of claim relating to a Disputed Claim or an amount estimated pursuant to an order of the Bankruptcy Court in respect of a Disputed Claim in accordance with Section 502(c) of the Bankruptcy Code.

“Disputed Claims Reserve” shall have the meaning set forth in Section 6.4 hereof.

“Distribution Account” shall mean a deposit account established and maintained by the Liquidating Trustee to hold the funds of the Debtors that are to be distributed to holders of Allowed Claims in Classes 2 and 3 under the Plan, in accordance with the Liquidating Trust Agreement. Such funds shall include the excess funds of the Debtors as of the Effective Date that are not needed to pay Allowed Administrative Expenses, Allowed Priority Tax Claims, and Liquidating Trust Expenses, plus any additional net liquidation proceeds from the disposition by the Liquidating Trustee of any remaining property of the Estate and/or from the resolution by the Liquidating Trustee of any Causes of Action belonging to the Estate.

“Distribution Record Date” shall mean the Confirmation Date.

“Effective Date” shall mean the date which is thirty (30) days after the Confirmation Date, or if such date is not a Business Day, the next succeeding Business Day; *provided, however*, that if, as of such date, all conditions precedent to the occurrence of the Effective Date set forth in

Section 9.1 of the Plan have not been satisfied or waived, then the first Business Day immediately following the day upon which all such conditions have been satisfied or waived.

“Equity Interest” shall mean the interest of any holder of any ownership interest in the Debtors, any and all options, warrants and rights, contractual or otherwise, to acquire any membership interest in the Debtor, as such interests exist immediately prior to the Effective Date.

“Estate” shall mean the bankruptcy estates created in the Bankruptcy Cases under Section 541 of the Bankruptcy Code.

“Federal Judgment Rate” means the interest rate in effect under 28 U.S.C. § 1961, simple interest, which, for the avoidance of doubt, is 5.18 percent per annum.

“Final Order” shall mean an order or judgment which has not been reversed, stayed, modified or amended and, as to which (i) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for certiorari, review or rehearing is pending, or (ii) if appeal, review, re-argument or certiorari of the order has been sought, the order has been affirmed or the request for review, re-argument or certiorari has been denied and the time to seek a further appeal, review, re-argument or certiorari has expired, and as a result of which such order shall have become final and non-appealable in accordance with applicable law; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

“General Unsecured Claim” shall mean a Claim that is not a Secured Claim and not a Claim entitled to priority of payment under Section 507 of the Bankruptcy Code.

“Initial Distribution Date” shall mean the date that is thirty (30) days after the Effective Date, or the next succeeding Business Day if such thirtieth day is not a Business Day.

“Lien” shall have the meaning set forth in Section 101(37) of the Bankruptcy Code; *except that* a lien that has been avoided in accordance with Sections 544, 545, 546, 547, 548, 549 or 553 of the Bankruptcy Code shall not constitute a Lien.

“Liquidating Trust” shall mean the Liquidating Trust established pursuant to the Liquidating Trust Agreement.

“Liquidating Trust Agreement” shall mean the Liquidating Trust Agreement attached as Exhibit 1 to the Plan.

“Liquidating Trustee” shall mean John H. Curtis, of Rocky Mountain Advisory, LLC, in his capacity as the Liquidating Trustee under the Liquidating Trust, and any successor trustee appointed under this Plan or the Liquidating Trust Agreement.

“Liquidating Trust Expenses” shall mean the expenses of the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

“Person” shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association or organization, governmental unit or political subdivision thereof.

“Petition Date” shall mean June 6, 2023.

“Plan” shall mean this Amended Chapter 11 Plan of Liquidation, including, without limitation, the exhibits, supplements, appendices and schedules hereto, either in their present form or as the same may be altered, amended or modified from time to time.

“Polarity” shall mean, collectively, PolarityTE, Inc., a Delaware corporation, PolarityTE, MD Inc., a Nevada corporation, and Polarity, Inc., a Nevada corporation, the Debtors in the Bankruptcy Cases.

“Priority Claims” shall mean any and all Claims (or portions thereof), if any, entitled to priority under Section 507(a) of the Bankruptcy Code other than Administrative Expense Claims and Priority Tax Claims.

“Priority Tax Claims” shall mean any Claim of a governmental unit entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

“Pro Rata” shall mean a proportionate share of the total distribution made at any particular time under this Plan to the holders of Allowed Claims in a Class, such that the ratio of the consideration distributed on account of an Allowed Claim in a Class to the amount of such Allowed Claim is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims in such Class to the total of all Allowed Claims in such Class.

“Professionals” shall mean (i) those Persons employed under an order of the Bankruptcy Court in accordance with Sections 327 or 1103 of the Bankruptcy Code and to be compensated for services pursuant to Sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (ii) those Persons for which compensation and reimbursement is allowed by the Bankruptcy Court under Section 503(b)(4) of the Bankruptcy Code.

“Rescission Claim” shall mean arising any claim arising from the purchase and sale of any Equity Interests and subordinated under Bankruptcy Code Section 510(b).

“Sale Order” shall mean that certain Order (I) Authorizing and Approving the Sale and Transfer of Acquired Free and Clear of All Encumbrances (II) Authorizing and Approving the Purchased Contracts; (III) Waiving the Fourteen Day Stay of Fed. R. Bankr. P. 6004(h) and 6006(d); and (IV) Granting Related Relief (ECF 107).

“Schedules” shall mean the schedules of assets and liabilities, the list of holders of interests and the statements of financial affairs filed by the Debtors under Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules, lists and statements have been or may be supplemented or amended from time to time.

“Secured Claim” shall mean any Claim that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with Section 506(a) of the Bankruptcy Code, or, in the event that such Claim is a claim of setoff under Section 553 of the Bankruptcy Code, to the extent of such setoff.

“Securities Litigation” shall mean that certain litigation styled *Battams v. Cohen, et al.*, case no 2:21-cv-00632-DBB-DBP pending in the United States District Court for the District of Utah.

“Trust Assets” shall have the meaning ascribed that term in the Liquidating Trust, which includes without limitation, all assets of the Estate as of the Confirmation Date and all Causes of Action.

ARTICLE II TREATMENT OF ALLOWED ADMINISTRATIVE EXPENSE CLAIMS AND ALLOWED PRIORITY TAX CLAIMS

2.1 **Non-Classification.** As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified for the purposes of voting on or receiving distributions under the Plan. All such Claims are instead treated separately in accordance with the terms in this Article II.

2.2 **Administrative Expense Claims.**

(a) **General.** Except as otherwise agreed to by the Debtors and the holder of an Allowed Administrative Expense Claim, each such holder shall be paid in full in Cash on the later of (i) the date such Allowed Administrative Expense Claim becomes due in accordance with its terms, and (ii) the Effective Date. If the Debtors dispute any portion of an Administrative Expense Claim, the Debtors shall pay such Claim within thirty (30) days after the entry of a Final Order with respect to the allowance of such disputed Administrative Expense Claim.

(b) **U.S. Trustee’s Fees.** The United States Trustee’s accrued but unpaid quarterly fees shall be paid in full without prior approval pursuant to 28 U.S.C. § 1930 on or before the Effective Date or, to the extent due after the Effective Date, within thirty (30) days of such U.S. Trustee’s Fees coming due.

(c) **Professional Compensation and Expense Reimbursement Claims.**

(1) Each Professional shall file a final application for the allowance of compensation for services rendered and reimbursement of expenses incurred through and

including the Effective Date within thirty (30) days after the Effective Date. Any award of compensation or reimbursement granted by the Bankruptcy Court shall be paid (i) within fifteen (15) days of the entry of the order of the Bankruptcy Court approving such award, unless a stay is obtained, or (ii) upon such other terms as may be mutually agreed upon between such holder of an Allowed Administrative Expense Claim and the Debtors.

(2) All fees and expenses of Professionals for services rendered after the Effective Date in connection with the Bankruptcy Case and the Plan (including those on behalf of the Liquidating Trustee) shall be paid by the Liquidating Trustee subject to the terms and procedures specified in the Liquidating Trust without the need for further Bankruptcy Court order or authorization.

2.3 **Priority Tax Claims.** At the sole election of the Liquidating Trustee, each holder of an Allowed Priority Tax Claim shall be paid either (i) upon such terms as may be agreed to between the Debtors (prior to the Effective Date) or the Liquidating Trust (on or after the Effective Date) and such holder of an Allowed Priority Tax Claim, (ii) in full in Cash on the later of the Effective Date or the date that such Allowed Priority Tax Claim would have been due if the Bankruptcy Case had not been commenced, or (iii) in regular annual installment payments over a period ending no later than five (5) years after the Petition Date, in accordance with Bankruptcy Code Section 1129(a)(9)(C).

ARTICLE III CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Claims, other than Administrative Expense Claims and Priority Tax Claims, shall be classified for all purposes, including voting on, confirmation of, and distribution pursuant to the Plan, as follows:

Class 1 - **Priority Claims.** Class 1 shall consist of all Allowed Priority Claims against the Debtors.

Class 2 – **Secured Claims.** Class 2 consists of the secured claim of Dorsey & Whitney LLP (“**Dorsey & Whitney**”) that arises from Dorsey & Whitney’s pre-petition services provided to the Debtor as set forth in Dorsey & Whitney’s proof of claim (Claim No. 21).

Class 3 - **General Unsecured Claims.** Class 3 shall consist of all Allowed General Unsecured Claims against the Debtors.

Class 4 - **Equity Interests and Rescission Claims.** Class 4 shall consist of all Equity Interests in the Debtors and Rescission Claims.

ARTICLE IV TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 Class 1 - Priority Claims.

(a) Impairment and Voting. Class 1 is unimpaired under the Plan. Holders of Allowed Class 1 Claims are not entitled to vote to accept or reject the Plan and are deemed to have accepted the Plan.

(b) Treatment. The Liquidating Trustee shall pay holders of Allowed Class 1 Claims, in full satisfaction of their Claims, in accordance with Bankruptcy Code Section 1129(a)(9), either (i) deferred cash payments beginning on the effective date of a value equal to the allowed amount of such Priority Claim; or (ii) regular cash annual installment payments over a period ending no later than five (5) years after the Effective Date equal to the allowed amount of such Priority Claim plus interest at the Federal Judgment Rate from the Petition Date through the date of payment.

4.2 Class 2 – Security Claim of Dorsey & Whitney LLP.

(a) Impairment and Voting. Class 2 is unimpaired under the Plan. The holder of Class 2 Claims is not entitled to vote to accept or reject the Plan and are deemed to have accepted the Plan.

(b) Treatment. In full satisfaction of their Claims, holders of Allowed Class 2 Claims shall be given their pro rata share of distributions as beneficiaries of the Liquidating Trust until they have received payment in full plus interest at the Federal Judgment Rate from the Petition Date through the date of payment. The Liquidating Trustee shall pay holders of Allowed Class 2 Claims their Pro Rata share (subject to the Disputed Claims Reserve) as funds become available in the Distribution Account, subject to the Liquidating Trustee's discretion and required holdbacks for potential for Allowed Claims.

(c) Transferees of Claims. If a Person has become the transferee of an Allowed General Unsecured Claim after the Petition Date and before the date set by the Court for determining the identity of the holders of Claims entitled to vote on the Plan, such transferee shall be entitled to a separate vote pursuant to this Section for each such Allowed General Unsecured Claim. If a Person has become the transferee of an Allowed General Unsecured Claim after the Petition Date and before the Distribution Record Date, such transferee shall be entitled to a distribution pursuant to this Section for each such Allowed General Unsecured Claim.

4.3 Class 3 - General Unsecured Claims.

(a) Impairment and Voting. Class 3 is unimpaired under the Plan. Holders of Allowed Class 2 Claims are not entitled to vote to accept or reject the Plan and are deemed to have accepted the Plan.

(b) Treatment. In full satisfaction of their Claims, holders of Allowed Class 3 Claims shall be given their pro rata share of distributions as beneficiaries of the Liquidating Trust until they have received payment in full plus interest at the Federal Judgment Rate from the Petition Date through the date of payment. The Liquidating Trustee shall pay holders of Allowed Class 3 Claims their Pro Rata share (subject to the Disputed Claims Reserve) as funds become

available in the Distribution Account, subject to the Liquidating Trustee's discretion and required holdbacks for potential for Allowed Claims.

(c) Transferees of Claims. If a Person has become the transferee of an Allowed General Unsecured Claim after the Petition Date and before the date set by the Court for determining the identity of the holders of Claims entitled to vote on the Plan, such transferee shall be entitled to a separate vote pursuant to this Section for each such Allowed General Unsecured Claim. If a Person has become the transferee of an Allowed General Unsecured Claim after the Petition Date and before the Distribution Record Date, such transferee shall be entitled to a distribution pursuant to this Section for each such Allowed General Unsecured Claim.

4.4 **Class 4 - Equity Interests and Rescission Claims**

(a) Impairment. Class 4 is impaired under the plan. On the Effective Date, all Equity Interests shall be cancelled. Each holder of an Equity Interest or Rescission Claim is deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

(b) Treatment. Class 4 is impaired under the Plan. On the terms and conditions set forth in the Liquidating Trust (including the establishment of a reserve), holders of Equity Interests in the Debtors shall receive their Pro Rata share of remaining Cash after Class 3 (General Unsecured Claims) have received their distributions and all Equity Interests in the Debtors shall be cancelled. Claims arising from the purchase or rescission of Equity Interests subordinated under Bankruptcy Code Section 510(b) shall be determined by the Bankruptcy Court in shares equivalent to Equity Interests. On the terms and conditions set forth in the Liquidating Trust (including the establishment of a reserve), in full satisfaction of their Rescission Claims, holders of Equity Interests shall be entitled to their Pro Rata share of remaining Cash after Class 3 (General Unsecured Claims) have received their distributions pro rata with Equity Interests in the Debtors.

ARTICLE V MEANS FOR IMPLEMENTATION OF THE PLAN

5.1 **Substantive Consolidation**. The Plan contemplates, and confirmation of the Plan shall authorize, approve and cause, the substantive consolidation of PTE, PTE MD, and PTE NV such that (i) the assets of each of the Debtors will be aggregated and administered, managed, liquidated and distributed, as provided for in the Plan, for the benefit of holders of Allowed Claims of the Debtors and holders of Equity Interests of the Debtors; (ii) the liabilities of each of the Debtors shall be deemed merged; (iii) every Claim filed or to be filed in the Bankruptcy Cases, against each of the Debtors individually shall be deemed filed against the Debtors collectively; and (iv) all claims between the Debtors shall be cancelled and disallowed.

5.2 **Administration of the Estate**. Under the terms of the Liquidating Trust Agreement, the Liquidating Trustee shall administer the Estate on and after the Effective Date. As of the Effective Date, all officers of the Debtors will be deemed terminated. The Liquidating Trustee shall hold all rights, powers, and duties of a trustee of the Estate under Chapter 11 of the Bankruptcy Code and the sole officer of the Debtors vested with all corporate authority. The

Liquidating Trustee shall jointly reduce all property of the Estate and Causes of Action to Cash and distribute such Cash pursuant to the provisions of this Plan. The Liquidating Trustee shall use such Cash to pay the holders of Allowed Claims until such Cash is exhausted.

5.3 **Vesting of Property.** On the Effective Date, the Trust Assets, without any further act or deed of the Liquidating Trustee or of the Bankruptcy Court, shall be transferred from the Debtors to the Liquidating Trust, free and clear of all liens, Claims, and interests (except to the extent the Plan specifically provides otherwise), and shall become the corpus of the Liquidating Trust. On and after the Effective Date, the Debtors shall execute and deliver such instruments and other documents as are necessary, appropriate or deemed advisable by the Liquidating Trustee, to transfer title to and ownership of the Trust Assets to the Liquidating Trust.

5.4 **Vesting of Claims and Standing.** From and after the Effective Date, Claims and Causes of Action belonging to the Debtors, whether pending on the Effective Date or otherwise, without any further act or deed of the Liquidating Trustee or of the Bankruptcy Court, shall be transferred from the Debtors to the Liquidating Trust, free and clear of all liens, Claims, and interests (except to the extent the Plan specifically provides otherwise), and shall become the corpus of the Liquidating Trust. Thereafter, the Liquidating Trustee will have standing to initiate, pursue, abandon, or settle all Claims and Causes of Action formerly belonging to the Debtors, including Avoidance Actions, as if the Debtors.

5.5 **Liquidation of Remaining Property of Estate.** Following the Effective Date, the Liquidating Trustee shall conduct an orderly liquidation of the remaining property of the Estate consistent with the terms of the Plan and the Liquidating Trust.

5.6 **Successor Trustee.** If the Liquidating Trustee resigns, becomes incapacitated, is disqualified, dies, or becomes otherwise unable or unwilling to continue to serve in such capacity, then a successor shall be appointed according to the terms of the Liquidating Trust. In the event no successor is available under the terms of the Liquidating Trust, the Court shall appoint a successor Liquidating Trustee either *sua sponte* or upon motion of any interested party and notice to all creditors on the Debtors' mailing matrix.

5.7 **Liquidating Trust Agreement.** The Liquidating Trust Agreement is incorporated herein by reference. The Liquidating Trust shall be established for and on behalf of holders of General Unsecured Claims and Equity Interests and shall be treated for federal income tax purposes as a grantor trust with the Debtors being the grantors.

5.8 **Employment of Professionals.** The Liquidating Trustee will be John H. Curtis of Rocky Mountain Advisory, LLC who will be compensated for his post-confirmation services at his customary hourly rate, which is currently \$365 per hour, subject to yearly increase, for and in the range of \$110 to \$365 per hour for other employees and staff of Rocky Mountain Advisory, LLC. The Liquidating Trustee may employ attorneys, accountants, or other professionals as he may deem appropriate and pay such professionals reasonable fees and expenses as Liquidating Trust Expenses. Professionals employed by the Liquidating Trustee shall not be subject to Bankruptcy Court approval, and their compensation shall not be subject to Bankruptcy Court

approval. The Debtors anticipate that the Liquidating Trustee will engage other professionals at Rocky Mountain Advisory, LLC and Parsons Behle & Latimer as professionals to assist him based on their expertise and familiarity with and prior experience in the Bankruptcy Case.

5.9 **Termination of Liquidating Trust.** Upon liquidation of all Trust Assets, payment of all fees, expenses, taxes of the Liquidating Trust, and final distributions to holders of Allowed Class 2 (General Unsecured Claims) and Class 3 (Equity Interests and Rescission Claims), the Liquidating Trust and the responsibilities of the Liquidating Trustee shall terminate.

5.10 **Destruction of Books and Records.** Upon termination of the Liquidating Trust, the Liquidating Trustee may, without further order of the Bankruptcy Court, but subject to any applicable non-bankruptcy law relating to the retention of books and records, may destroy any books and records that the Liquidating Trustee determines are no longer necessary for the implementation of the Plan.

5.11 **Dismissal of Securities Litigation.** Upon the Effective Date, the Securities Litigation will be and is hereby deemed to be dismissed as to the Debtors and all plaintiffs therein will be directed by the notice of dismissal to file a proof of claim for any Claim they assert against any of the Debtors, which proofs of claim shall be treated under this Plan, whether as Claims, Rescission Claims, or Equity Interests.

5.12 **Filing Final Tax Returns.** After the Effective Date, the Liquidating Trustee will prepare and timely file final tax returns for the Debtors. The Liquidating Trustee may employ professionals without further orders of the Court to assist him.

ARTICLE VI IMPLEMENTATION OF THE PLAN

6.1 Method of Distributions Under the Plan.

(a) **In General.** Subject to Bankruptcy Rule 9010, all distributions under the Plan to be made by the Liquidating Trustee to the holder of each Allowed Claim and Equity Interests shall be mailed by United States First-Class mail, postage prepaid, to the address of such holder as listed on the Schedules as of the Distribution Record Date, unless the Liquidating Trustee has been notified in writing of a change of address, including, without limitation, by the filing of a proof of claim or notice of transfer of claim filed by such holder that provides an address for such holder different from the address reflected on the Schedules. The Liquidating Trustee shall have no obligation to locate such holders whose distributions or notices are properly mailed but nevertheless returned.

(b) **Form of Distributions.** Any payment of Cash made by the Liquidating Trustee pursuant to the Plan shall be made by check; provided, however, that after the occurrence of the Effective Date, the Liquidating Trustee is not obligated to make any Cash payment under the Plan unless the payment exceeds fifty dollars (\$50); provided, further, that Cash equal to 100% of the distributions to which the holder of a Claim would be entitled under the Plan if the payment

to such holder was less than or equal to fifty dollars (\$50) shall be maintained in a reserve for the benefit of such holder until an aggregate of at least fifty (\$50) dollars is payable to such holder and at such time the holder shall receive a payment equal to 100% of the distributions to which it would otherwise be entitled. The foregoing shall apply to interim distributions made by the Liquidating Trustee. At the time of final distribution, the Liquidating Trustee shall make cash payments to the holder of a Claim if the amount is less than fifty dollars (\$50) but greater than ten dollars (\$10).

(c) Distributions to be on Business Days. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

(d) Distributions to Holders as of the Distribution Record Date. As of the close of business on the Distribution Record Date, the claims register shall be closed. The Liquidating Trustee shall have no obligation to recognize any transfer of any Claims occurring after the close of business on the Distribution Record Date and shall instead be entitled to recognize and deal for all purposes under the Plan with only those holders of record as of the close of business on the Distribution Record Date.

(e) Withholding Taxes on Distributions. The Liquidating Trustee may, but is not obligated to, withhold from any Cash or property distributed under the Plan such amounts as the Liquidating Trustee is obligated under non-bankruptcy law to withhold and transmit to taxing authorities.

(f) Donation of *De Minimis* Amounts. In the event that the Liquidating Trust has been fully administered other than having Cash on hand in an amount such that the cost to make a distribution to creditors would equal or exceed the amount on hand for distribution, the Liquidating Trustee may donate the Liquidating Trust's remaining Cash to a charitable organization that is a qualified tax exempt entity under Internal Revenue Code § 501(c)(3).

6.2 Objections to Disputed Claims. Any objections to (including motions to subordinate) Claims may be prosecuted by the Liquidating Trustee, or any other party in interest. Except as otherwise provided by order of the Bankruptcy Court, the Liquidating Trustee, or any other party in interest may file an objection to any Claim until 180 days after the Effective Date.

6.3 Estimation of Claims. The Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall have jurisdiction to estimate such Claim at any time, including, without limitation, during litigation concerning such Claim or an objection to such Claim. The Liquidating Trustee shall be entitled to request that the Bankruptcy Court determine either the Allowed amount of such Claim or a maximum limitation on such Claim. If the Bankruptcy Court determines the maximum limitation of such Claim, such determination shall not preclude the Liquidating Trustee from pursuing any additional proceedings to object to any ultimate payment of such Claim. If the Bankruptcy Court determines the Allowed amount of such Claim, the amount so determined shall be deemed the amount of the Disputed Claim for all purposes under this Plan. All such proceedings are cumulative and not exclusive remedies.

6.4 Disputed Claims Reserve.

(a) Establishment and Maintenance of Disputed Claims Reserve. The Liquidating Trustee shall maintain a reserve (the “Disputed Claims Reserve”) equal to 100% of the distributions to which holders of Disputed Claims would be entitled under the Plan if such Disputed Claims were Allowed Claims or such lesser amount as determined by a Final Order.

(b) Distributions Upon Allowance of Disputed Claims. The holder of a Disputed Claim that becomes an Allowed Claim subsequent to the Initial Distribution Date shall receive distributions of Cash from the Disputed Claims Reserve as soon as practical following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. Such distributions shall be made in accordance with the Plan based upon the distributions that would have been made to such holder under the Plan if the Disputed Claim had been an Allowed Claim on or prior to the Initial Distribution Date. No holder of a Disputed Claim shall have any claim against the Disputed Claims Reserve, the Distribution Account, or the Liquidating Trustee with respect to such Claim until such Disputed Claim shall become an Allowed Claim, and no holder of a Disputed Claim shall have any right to interest on such Disputed Claim.

6.5 Reversion of Unclaimed Checks and Disputed Claims Reserve. The following amounts shall revert and be vested in the Estate free and clear of any claim or interest of any holder of a Claim under the Plan: (i) the amount of any checks issued for distributions under the Plan that remain uncashed for a period of ninety (90) days after the date of such distribution,¹ and (ii) to the extent that a Disputed Claim is not Allowed or becomes an Allowed Claim in an amount less than the Disputed Claim Amount, the excess of the amount of Cash in the Disputed Claims Reserve attributable to such Disputed Claim over the amount of Cash actually distributed on account of such Disputed Claim.

6.6 Retention and Preservation of Claim Objections and Causes of Action. Pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code, upon occurrence of the Effective Date, the Liquidating Trustee’s rights to object to all Claims asserted against the Estate and all of the Debtors’ or Estate’s Causes of Action, including without limitation (1) preference actions under Section 547 of the Bankruptcy Code against all persons that received transfers from the Debtors in the one (1) year prior to the Petition Date; (2) Causes of Action asserted in any adversary proceeding that is pending as of the Confirmation Date; (3) all Claims and Causes of Action disclosed in the Schedules, which are incorporated herein by reference; and (4) any and all other Claims and Causes of Action that the Debtors hold preconfirmation, including, without limitation, Claims for unpaid accounts receivable and fraudulent transfer, shall vest in the Liquidating Trust. Thereafter, the Liquidating Trustee shall have standing to bring all Claims and Causes of Action for the benefit of and in accordance with the terms of the Liquidating Trust.

¹ Any person or entity that (i) receives a check issued for a distribution under the Plan and (ii) fails to cash such check for a period of ninety (90) days after the date of such distribution forfeits any rights to receive future distributions under the Plan and will not receive further distributions.

Unless a Claim or Cause of Action against any Person is expressly waived or released in the Plan or any Final Order of the Bankruptcy Court, the Estate and the Liquidating Trust expressly reserve such Claim or Cause of Action for later adjudication (including without limitation, Claims and Causes of Action not specifically identified or which the Liquidating Trustee may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Liquidating Trustee at this time or facts and circumstances which may change or be different from those which the Liquidating Trustee now believe to exist) and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claims preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to such Claims or Causes of Action upon or after the confirmation or consummation of the Plan based on the Disclosure Statement, the Plan, or the Confirmation Order, except where such Claims or Causes of Action have been expressly released in the Plan or any other Final Order of the Bankruptcy Court.

ARTICLE VII VOTING ON THE PLAN

7.1 **Voting of Claims.** Each member of an impaired Class that retains or receives property under the Plan shall be entitled to vote separately to accept or reject the Plan and indicate such vote on a duly executed and delivered ballot as provided in such order as is entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan.

7.2 **Nonconsensual Confirmation.** If any impaired Class entitled to vote shall not accept the Plan by the requisite statutory majorities provided in Sections 1126(c) or 1126(d) of the Bankruptcy Code, as applicable, or if any impaired class is deemed to have rejected the Plan, the Debtors reserve the right (i) to confirm the Plan under Section 1129(b) of the Bankruptcy Code, and (ii) to amend the Plan in accordance with Section 11.6 hereof to the extent necessary to obtain Confirmation.

ARTICLE VIII EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 **Executory Contracts and Unexpired Leases.** To the extent not already rejected by Order of the Court, on the Effective Date, all executory contracts and unexpired leases to which a Debtor is a party shall be deemed rejected except for any executory contract or unexpired lease that (i) has been assumed pursuant to a Final Order of the Bankruptcy Court entered before the Effective Date or (ii) is the subject of a separate motion to assume and assign, or to reject, filed under Section 365 of the Bankruptcy Code by the Debtors before the Effective Date.

8.2 **Rejection Damage Claims.** If the rejection of an executory contract or unexpired lease by the Debtors pursuant to this Article VIII results in a Claim for damages to the other party or parties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a filed proof of claim, shall be forever barred and shall not be enforceable against the Estate, or their respective properties or agents, successors, or assigns, unless a proof of claim is filed with the

Bankruptcy Court and served on the Liquidating Trustee on or before thirty (30) days following the Confirmation Date. Unless otherwise ordered by the Bankruptcy Court or provided in the Plan, all such Claims for which proofs of claim are timely filed will be treated as General Unsecured Claims under the Plan. The Liquidating Trustee shall have the right to object to any such rejection damage claims filed.

8.3 **Continued Effectiveness of Certain Settlement Agreements and Orders.** Notwithstanding anything else in this Article or the Plan, the following agreements and Court orders will remain effective following the Effective Date:

- (a) The Sale Order; and
- (b) All orders approving payment of Professional Compensation and Expense Reimbursement.

ARTICLE IX CONDITIONS PRECEDENT TO EFFECTIVE DATE

9.1 **Conditions Precedent to Effectiveness.** The Plan shall not become effective, and the Effective Date shall not occur unless and until the following conditions shall have been satisfied or waived:

- (a) the Confirmation Order, in form and substance reasonably acceptable to the Debtors, shall have been entered by the Bankruptcy Court and shall have become a Final Order;
- (b) all actions, other documents, and agreements necessary to implement the Plan shall have been executed, delivered and, if necessary, properly recorded, and shall have become effective;
- (c) the Estate shall have sufficient Cash to meet all Cash funding obligations under the Plan required to be made on the Effective Date and the Initial Distribution Date.

9.2 **Waiver of Conditions.** The Debtors may waive one or more of the conditions precedent to the effectiveness of the Plan set forth in Section 9.1 above, except that the Debtors may not waive the condition that the Estate will have sufficient Cash to meet all payment and funding obligations under the Plan on the Effective Date and the Initial Distribution Date.

ARTICLE X RETENTION OF JURISDICTION

10.1 **Retention of Jurisdiction.** After the Effective Date, the Bankruptcy Court shall have exclusive jurisdiction of the following specified matters arising out of, and related to, the Bankruptcy Cases and the Plan pursuant to, and for the purposes of, Sections 105(a) and 1142 of the Bankruptcy Code:

- (a) to hear and determine any objections to the allowance of any Claims or any controversies as to the classification of any Claims or estimate any Disputed Claim;
- (b) to hear and determine any and all applications by Professionals for compensation and reimbursement of expenses;
- (c) to hear and determine any and all pending applications for the rejection or assumption of executory contracts and unexpired leases, and fix and allow any Claims resulting therefrom;
- (d) to enforce the provisions of the Plan subject to the terms hereof;
- (e) to correct any defect, cure any omission, approve permitted modifications, or reconcile any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out the purpose and the intent of the Plan;
- (f) to determine any Claim or liability to a governmental unit that may be asserted as a result of the transactions contemplated herein;
- (g) to hear and determine matters concerning state, local, and federal taxes in accordance with Sections 346, 505 and 1146 of the Bankruptcy Code; and
- (h) to determine such other matters as may be provided for in the Confirmation Order.

ARTICLE XI MISCELLANEOUS

11.1 **Continuation of Injunctions or Stays Until Effective Date.** All injunctions or stays provided for in the Bankruptcy Case under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

11.2 **Injunction Relating to the Plan.** As of the Effective Date, all Persons are hereby permanently enjoined from commencing or continuing, in any manner or in any place, any action or other proceeding, whether directly, indirectly, derivatively or otherwise against the Debtors or their Estate, on account of, or respecting any Claims, debts, rights, Causes of Action or liabilities treated pursuant to the Plan, except to the extent expressly permitted under the Plan. Upon entry of the Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present, future, or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

11.3 **Bar Date for Administrative Claims.** All applications for allowance of Administrative Claims other than (a) fees and expenses of Professionals Allowed pursuant to an

Order of the Bankruptcy Court (which are governed by Section 2.2(c) of the Plan), and (b) fees and charges assessed against the Estate pursuant to 28 U.S.C. § 1930, shall be filed not later than thirty (30) days after the Effective Date. All Administrative Claims not filed within thirty (30) days after the Effective Date shall be and hereby are forever barred. The deadline in the preceding sentence shall be construed and have the same force and effect as a statute of limitations. The Liquidating Trustee shall provide notice to all creditors listed on the Bankruptcy Court mailing matrix of this bar date within sixty (60) days after the Effective Date. The Bankruptcy Court shall determine all Administrative Claims.

11.4 **Default of Plan.** In the event of any default of the provisions of this Plan, a creditor or party in interest aggrieved by such default may provide written notice to the Liquidating Trustee. The notice of default must describe with specificity the nature of the default alleged and the steps required to cure such default. The Liquidating Trustee shall have thirty (30) days after receipt of notice of default to cure such default. If the default is not cured within thirty (30) days after receipt of a notice of default, then a creditor or party in interest aggrieved by such default may apply to the Bankruptcy Court to compel compliance with the applicable provisions of the Plan. The Bankruptcy Court, after notice and a hearing, shall determine whether a default occurred, and if a default occurred, whether such default has been cured. Upon finding a material default, the Bankruptcy Court may issue such orders as may be appropriate, including an order compelling compliance with the pertinent provisions of the Plan.

11.5 **Setoffs.** Except as otherwise provided in this Plan, nothing contained in this Plan shall constitute a waiver or release by the Estate of any rights or setoff the Estate may have against any Person.

11.6 **Amendment or Modification of the Plan.** Alterations, amendments or modifications of the Plan may be proposed in writing by the Debtors at any time prior to the Confirmation Date, provided that the Plan, as altered, amended or modified, satisfies the conditions of Sections 1122, 1123, and/or 1127 of the Bankruptcy Code, and the Debtors shall have complied with Section 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified at any time before or after the Confirmation Date and before substantial consummation, provided that the Plan, as altered, amended or modified, satisfies the requirements of Sections 1122, 1123, and/or 1127 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under Section 1129 of the Bankruptcy Code. A holder of a Claim or Equity Interests that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim or Equity Interests of such holder. The Debtors may, without notice to holders of Claims insofar as it does not materially and adversely affect the interests of any such holders, correct any defect or omission in this Plan and any exhibit hereto.

11.7 **Severability.** If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court may, upon the request of the Debtors, alter and interpret such term or provision to make it valid or

enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alternation or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable according to its terms.

11.8 **Revocation or Withdrawal of the Plan.** The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Estate or any other Person or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Estate.

11.9 **Binding Effect.** The rights, duties and obligations of any Person named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Person.

11.10 **Notices.** All notices, requests and demand to or upon the Liquidating Trustee shall only be effective if in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and confirmed, addressed as follows:

If to the Liquidating Trustee:

with a Copy to:

John H. Curtis
ROCKY MOUNTAIN ADVISORY, LLC
15 W. South Temple, Suite 500
Salt Lake City, 84101

Darren Neilson
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111

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

11.12 **Post-Confirmation Fees, Reports, Closing and Reopening the Case, and Final Decree.**

(a) **Post-Confirmation Payments to United States Trustee and Report.** Until entry of an Order closing, dismissing, or converting the Bankruptcy Case, any quarterly payments due to the office of the United States Trustee shall be paid in accordance with 28 U.S.C. § 1930(a)(6) by the Liquidating Trustee. The Liquidating Trustee shall be responsible for the filing

of post-confirmation reports until the closure of the Bankruptcy Case and/or a final decree is entered.

(b) Closing the Bankruptcy Case. As soon as the Liquidating Trustee determines that there is no further need for administration of the Bankruptcy Cases by the Bankruptcy Court, the Bankruptcy Cases shall be closed pursuant to 11 U.S.C. § 350 upon (i) the filing of a report and recommendation to close the Bankruptcy Cases, (ii) after twenty-eight (28) days' notice to parties in interest, and (iii) the entry of an appropriate final decree and/or Order by the Court closing the Bankruptcy Cases. Absent an order extending the time for entry of a final decree entered after notice hearing and opportunity for hearing, a final decree closing the Bankruptcy Case shall be entered not later than one (1) year after the Confirmation Date and is anticipated to be entered as soon as the Effective Date. The Liquidating Trustee will comply with Local Rule 3022-1 in seeking entry of a final decree. Subject to the Bankruptcy Court's discretion, the Bankruptcy Case may be closed notwithstanding that (i) the Liquidating Trustee is still pursuing or contemplating pursuing the Causes of Action and (ii) distributions remain to be paid under the Plan. Notwithstanding the closing of the Bankruptcy Case, the Court will retain jurisdiction over all Causes of Action and Claims of the Debtors, the Estate, or the Liquidating Trustee whether commenced before or after the closing of the Bankruptcy Case.

(c) Reopening Case. At any time, the Liquidating Trustee may obtain entry of an order reopening the Bankruptcy Cases to obtain any relief or order from the Bankruptcy Court consistent with Section 10.1. Although the Liquidating Trustee may seek such relief on an ex parte basis, the Liquidating Trustee, as the case may be, shall give notice of its motion or other request to the United States Trustee. Except as expressly provided in Section 11.4 of this Plan, the Liquidating Trustee shall not be required to reopen the Bankruptcy Case to exercise any of the Default Remedies set forth in Section 11.4 of the Plan.

11.13 Headings. Headings are used in the Plan for convenience and reference only and shall not constitute a part of the Plan for any other purpose.

11.14 Filing of Additional Documents. On or before substantial consummation of the Plan, the Debtors or the Liquidating Trustee shall file with the Bankruptcy Court any agreements or other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

11.15 Inconsistency. In the event of any inconsistency between the Plan and the Disclosure Statement, or any other instrument or document created or executed pursuant to the Plan, the terms of the Plan shall govern.

[Signature on Following Page]

Dated this 15th day of August, 2024.

PARSONS BEHLE & LATIMER

/s/ Darren Neilson

DARREN NEILSON

Attorneys for Debtors

EXHIBIT 1

Liquidating Trust Agreement

LIQUIDATING TRUST AGREEMENT

THIS LIQUIDATING TRUST AGREEMENT (this “Agreement”) is established pursuant to the Debtors’ Chapter 11 Plan of Liquidation Plan (the “Plan”) filed by PolarityTE, Inc., a Delaware corporation, PolarityTE, MD Inc., a Nevada corporation, and Polarity, Inc., a Nevada corporation (collectively, the “Debtors”) and is accepted by the Trustee for the benefit of the Beneficiaries and shall be effective upon entry of the Confirmation Order.

WHEREAS, on _____, 2024, the Plan was confirmed by the United States Bankruptcy Court for the District of Utah (the “Bankruptcy Court”) under Title 11 of the United States Code (the “Bankruptcy Code”);

WHEREAS, the Plan provides for, among other things, the creation of a liquidating trust for the sole and exclusive benefit of the Beneficiaries;

WHEREAS, the Trust is created pursuant to and to effectuate the Plan;

WHEREAS, the Plan provides for and requires the appointment of the Trustee to carry out this Agreement as set forth in Section 5.2 of the Plan;

WHEREAS, the Trust is established for the purpose of collecting, holding, administering, distributing, and liquidating the Trust Assets for the Beneficiaries and to object to and liquidate claim amounts and priorities in accordance with the terms of this Agreement and the Plan and with no objective to continue or engage in the conduct of a trade or business, except to the extent necessary to, and consistent with, the Plan and the liquidating purpose of the Trust; and

WHEREAS, pursuant to the Plan, the Trust is intended to be treated as a grantor trust for federal income tax purposes within the meaning of Sections 671-677 of the Internal Revenue Code of 1986, as amended (the “IRC” or “Tax Code” and applicable Treasury Regulations “Tax Regulations”);

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Definitions. For purposes of this agreement, all capitalized terms shall have the meanings ascribed to them in the Plan, and in addition thereto, the following terms shall have the following meanings:

1.1 Beneficiaries. “Beneficiary” or “Beneficiaries,” as used herein, shall mean the holders of Allowed Claims and Equity Interests under the Plan.

1.2 Cash Available for Distribution. “Cash Available for Distribution,” as used herein, shall mean all proceeds of collections, sale or settlement with respect to the Trust Assets following payment of (i) expenses of administration of the Trust Assets as appropriate or as required by the

Plan, including the establishment of the Disputed Claims Reserve as required by the Plan; (ii) expenses associated with the disposition, collection, sale, or liquidation of the Trust Assets; (iii) all taxes, fees, levies, assessments, or other governmental charges incurred by the Trust and not otherwise paid out of a reserve; (iv) fees, expenses, and other compensation of the Trustee or Trustee's assistants or professionals engaged by the Trust in connection with the administration of the Trust Assets or as permitted in the Plan; and (v) a reserve, if and to the extent deemed necessary by the Trustee to pay future expenses of the Trust, the Trustee and professionals engaged by the Trust.

1.3 Permitted Investment. "Permitted Investment," as used herein, shall mean any of the following: (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency thereof maturing within ninety (90) days from the date of acquisition thereof; (ii) certificates of deposit, maturing no more than ninety (90) days from the date of creation thereof, issued by commercial banks incorporated under the laws of the United States of America, each having combined capital, surplus and undivided profits of not less than \$200,000,000 and having a rating of "A" or better by a nationally recognized rating agency; (iii) time deposits, maturing no more than thirty (30) days from the date of creation thereof with commercial banks or savings banks each having membership in the Federal Deposit Insurance Corporation; and (iv) revenue and tax anticipation bonds and notes issued by states of the United States of America.

1.4 Trust. "Trust," as used herein, shall mean the Liquidating Trust established pursuant to the terms of this Agreement and the Plan.

1.5 Trust Assets. "Trust Assets," as used herein, shall mean all of the following assets conveyed by the Debtors and the Estate to the Trust on the Effective Date of the Plan, including the proceeds and/or income related thereto:

- (a) All Cash of the Debtors or the Estate;
- (b) All Causes of Action of the Debtors or the Estate;
- (c) All books and records of the Debtors or the Estate;
- (d) All bank accounts, merchant accounts, and other accounts of the Debtors or the Estate;
- (e) All rights of the Debtors or the Estate under any agreements, settlement agreements, Court orders, or other documents to the extent still in effect immediately prior to the Effective Date; and
- (f) All other property of the Debtors and the Estate of any nature and kind whatsoever wherever situated.

1.6 Trustee. “Trustee,” as used herein, shall mean (a) initially, John H. Curtis of Rocky Mountain Advisory, LLC, and (b) any successor or replacement Liquidating Trustee, as that term is defined under the Plan and pursuant to Section 5.6 of the Plan.

2. Creation of the Trust.

2.1 Purpose of the Trust. The Debtors and the Trustee hereby constitute and create the Trust for the sole purpose of (i) administering the Trust Assets of the Trust in an orderly fashion, including liquidating and reducing to cash the Trust Assets, litigating in an orderly fashion the Causes of Action and distributing the proceeds therefrom and any other Cash Available for Distribution pursuant to the Plan; (ii) resolving Disputed Claims; and (iii) distributing cash from the Disputed Claims Reserve, pursuant to the Plan.

2.2 Acceptance by Trustee. The Trustee is willing, and does hereby accept the appointment, to serve as Trustee, and to hold and administer the Trust Assets in trust for the sole benefit of the Beneficiaries pursuant to the terms of this Agreement. In accepting the trust hereby created, the Trustee acts solely as trustee hereunder, not in his individual capacity, and will serve without bond.

2.3 Name of the Trust. The Trust established hereby shall bear the name Polarity Liquidating Trust. In connection with the exercise of the powers as Trustee, the Trustee shall use this name, or such variation thereon, as he sees fit.

2.4 Vesting of Trust Assets. Upon the Confirmation Date, without further order of the Bankruptcy Court, the Trust Assets shall automatically be deemed transferred to the Trust for and on behalf of the Beneficiaries. Upon transfer to the Liquidating Trust, all property of the Estate of the Debtors shall be consolidated into one corpus, and all Allowed Claims against the Debtors shall be deemed to be Claims against the Liquidating Trust. On and after the Effective Date, the Debtors shall execute and deliver to the Trustee any assignment and/or other instruments that may be necessary to convey the Trust Assets to the Trust pursuant to the terms of the Plan. The Trust Assets shall be deemed vested in the Trust free and clear of all Claims and Equity Interests, except as specifically provided in the Plan.

3. Rights, Powers and Duties of Trustee.

3.1 Declaration Acknowledging Beneficial Interest. The Trustee hereby acknowledges that, upon creation of the Trust, the Beneficiaries and their successors and assigns, as their interests may appear, shall have the beneficial interest in all Trust Assets as described in the Plan.

3.2 Trustee’s Rights and Powers. The Trustee shall have such powers and authority as set forth in this Agreement and in the Plan. Without limiting the foregoing, the Trustee shall have the power (but not the obligation) to take the following actions in addition to the powers granted in the Plan, and any powers reasonably incidental thereto, that the Trustee in his reasonable discretion deems necessary or appropriate to fulfill the liquidating purpose of the Trust, unless otherwise specifically limited or restricted by the Plan or this Agreement:

(a) hold legal title to any and all rights of the Debtors and the Beneficiaries in or arising from the Trust Assets;

(b) maintain on the Trustee's books and records a register evidencing the beneficial interest herein held by each Beneficiary;

(c) protect and enforce the rights to the Trust Assets (including any Causes of Action) vested in the Trustee by this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings, settlement, or otherwise;

(d) make all distributions to the Beneficiaries provided for in, or contemplated by, the Plan and this Agreement;

(e) establish the Disputed Claims Reserve and open and maintain bank or other accounts for holding Permitted Investments on behalf of or in the name of the Trust;

(f) make all tax withholdings, file tax information returns, make tax elections by and on behalf of the Trust and file tax returns for the Trust as a grantor trust under IRC Section 671 and Treasury Income Tax Regulation Section 1.671-4 pursuant to and in accordance with the Plan;

(g) establish such reserves for taxes, assessments, and other expenses of administration of the Trust as may be necessary and appropriate for the proper operation of matters incident to the Trust;

(h) pay all expenses and make all other payments relating to the Trust Assets;

(i) make distributions permitted or required by the Plan;

(j) carry insurance coverage and obtain any bond required under the Plan as an expense of the Trust; and

(k) exercise all powers provided under the Plan, including the right to pursue and settle Causes of Action and object to and settle objections to Claims.

3.3 Exercise of Power. Except as otherwise specifically set forth herein or in the Plan, the Trustee shall not be required to procure authorization from the Bankruptcy Court in the exercise of any power conferred upon him by this Agreement.

3.4 Management of Trust. Subject to the terms hereof and the Plan, the Trustee shall take charge of the Trust Assets and shall endeavor to collect, conserve, protect, and administer all Causes of Action and other assets which constitute the Trust Assets and all such other property incidental thereto as may hereafter be acquired from time to time under this Trust. The Trustee shall manage the affairs of the Trust and execute, acknowledge and deliver any and all instruments which are necessary, required or deemed by the Trustee to be advisable in connection with the

performance of the Trustee's duties hereunder and shall have full power and authority to take any action consistent with the purpose and provisions of the Plan. Except as otherwise provided in this Agreement and in the Plan, without prior or further authorization of the Bankruptcy Court, the Trustee may control and exercise authority over the Trust Assets, the acquisition, management, and disposition thereof, and the management and conduct of the business of the Trust to the same extent as if the Trustee were the sole legal and beneficial owner thereof in his own right. No person dealing with the Trust shall be obligated to inquire into the authority of the Trustee in connection with the acquisition, management, or disposition of Trust Assets. In connection with the management and use of the Trust Assets, and subject to the Plan and this Agreement, the Trustee may do the following:

- (a) Accept the assets vested, transferred and provided to the Trust pursuant to this Agreement and the Plan;
- (b) Distribute Cash Available for Distribution and other assets to the Beneficiaries in accordance with the terms of this Agreement and the Plan;
- (c) Endorse the payment of notes or other obligations of any person or make contracts with respect thereto;
- (d) Engage in all acts that would constitute ordinary course of business in performing the obligations of a trustee under a trust of this type;
- (e) Invest Trust Assets in Permitted Investments;
- (f) Execute deeds, bills of sale and other instruments of transfer in connection with the sale, assignment or transfer of Trust Assets; and
- (g) Establish and maintain such bank accounts as the Trustee may deem necessary or appropriate, draw checks on such bank accounts and perform such other necessary and appropriate duties with respect to such accounts, or designate individuals as signatories to draw checks on such bank accounts and to perform such other duties as the Trustee may direct and authorize.

3.5 Limitations on Investment. The Trustee may invest and reinvest all Cash held by the Trust (subject to the distribution requirements set forth in this Agreement), including cash held in any reserve maintained for the Trust, in any Permitted Investment.

3.6 Distributions. The Trustee shall distribute the Cash Available for Distribution, as specifically provided for herein or pursuant to the Plan.

3.7 Delivery of Distributions. Distributions shall be made to Beneficiaries pursuant to Section 6.1 of the Plan.

3.8 Unclaimed Distributions and Uncashed Checks. Unclaimed distributions and uncashed checks shall be treated pursuant to Section 6.5 of the Plan.

3.9 Disputed Claims Reserve. The Trustee shall establish the Disputed Claims Reserve as provided in Section 6.4 of the Plan. Each such reserve established by the Trustee pursuant to the terms of the Plan shall be contributed to as provided for in the Plan. Each reserve may be established by an accounting entry on the books of the Trust. The Trustee shall not be required to establish or maintain separate bank accounts for each reserve. Distributions from the Disputed Claims Reserve shall be made in accordance with Section 6.4 of the Plan.

3.10 Prosecution of Objections. In accordance with Section 6.2 of the Plan, the Trustee may litigate to judgment, settle, or withdraw objections to Disputed Claims.

3.11 Liability of Trustee.

(a) Standard of Care. Except in the case of willful misconduct, gross negligence, knowing violations of the law or the terms of this Agreement, or transactions from which the Trustee directly or indirectly derived improper personal benefit, the Trustee shall not be personally liable for any loss or damage by reason of action or inaction pursuant to the discretion, powers, and authority conferred on such person or persons by this Agreement.

(b) No liability for Acts of Predecessor. No successor Trustee shall be in any way responsible for the acts or omissions of any Trustee in office prior to the date on which any such person becomes a Trustee unless a successor Trustee expressly assumes such responsibility.

(c) Reliance by Trustee on Documents or Advice of Professionals. Except as otherwise provided herein, the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, other, or other paper or document believed by him to be genuine and to have been signed or presented by the proper party or parties. The Trustee may also engage and consult with legal and accounting professionals to be selected by the Trustee in accordance with the terms hereof and shall not be liable for any action taken or suffered by the Trustee in reliance upon the advice of such professionals.

(d) No Personal Obligation for Trust Liabilities. Except as to Beneficiaries in the case of a breach of the standard of care set forth above in Section 3.11(a), persons dealing with the Trustee shall look only to the Trust Assets to satisfy any liability incurred by the Trustee to such person in carrying out the terms of this Trust, and the Trustee shall not have any personal, individual obligation to satisfy any such liability.

3.12 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, accountants, appraisers, or other parties deemed by the Trustee to have qualifications necessary to assist in the proper administration of the Trust, including professionals previously retained by the Debtors. The Trustee may pay the reasonable salaries, fees and expenses of such persons out of the Trust Assets in the ordinary course of business.

3.13 Action by Trust in Case of Conflict. In the case of any conflict of interest possessed by the Trustee with respect to the exercise of any rights, powers, duties and privileges under this Agreement, the Trustee shall seek Bankruptcy Court approval for another Person to be authorized to take any such action in his place and stead, including without limitation the retention of professionals (which may include professionals retained by the Trustee) for the purpose of taking such actions.

3.14 Compensation of Trustee. The Trustee shall receive compensation for his post-confirmation services at his customary hourly rate as provided in the Plan, plus reimbursement for any actual and necessary expenses incurred in performing his duties under this Agreement.

3.15 Removal of Trustee. A Trustee appointed pursuant to this Agreement may be removed upon notice and hearing in the Bankruptcy Court.

3.16 Successor Trustee. In the event that the Trustee is removed, resigns or otherwise ceases to serve as Trustee, which may be appointed by the Trustee in their reasonable discretion, provided that, in the event of any dispute or failure of the foregoing to appoint a Successor Trustee, the Bankruptcy Court may appoint a Successor Trustee who shall become the Trustee.

3.17 Indemnification of Trustee. The Trustee shall be indemnified by and receive reimbursement from the Trust Assets against and from any and all loss, liability, claim, expense or damage (including, without limitation, legal fees) which he may incur or sustain, in good faith and without gross negligence or willful misconduct in the exercise and performance of any of his or her powers and duties under this Agreement or in connection with any matter arising out of or related to the Plan, this Agreement or the affairs of the Trust.

4. Tax and Income Allocation Provisions of the Trust.

4.1 Treatment of Trust. Unless the Trustee determines in his reasonable discretion that such treatment is not appropriate, (i) the Trust shall be treated as a grantor trust for all federal income tax purposes, all of the assets of which are owned by the holders of vested beneficial interests therein pursuant to Section 671 of the Tax Code and Treasury Regulations issued thereunder and (ii) all federal, state and local income tax returns required on behalf of the Trust shall be prepared and filed by the Trustee in a manner that is consistent with the grantor trust.

4.2 Treatment of Disputed Claims Reserve. Unless the Trustee determines, in his reasonable discretion, that such treatment is not appropriate, for example, if otherwise taxed, pursuant to Section 468B of the Tax Code, each reserve established pursuant to the Plan may be treated as a trust, separate and distinct from the Trust and all other reserves, which is subject to taxation under Section 641 of the Tax Code for each calendar year during which such reserve is maintained. Any federal, state or local income tax required to be paid with respect to the taxable income of any reserve, shall be paid exclusively out of the Cash credited to such reserve.

4.3 Allocation of Income or Loss. Unless the Trustee determines in his reasonable discretion that such assumptions are not appropriate, the Trustee shall assume that (i) the adjusted

basis of each asset held by the Trust equals the initial basis (fair market value) of such asset on the Effective Date, subject to any adjustments to such initial basis required to be made under the Tax Code to reflect allowable depreciation, amortization or depletion deductions; and (ii) the calendar year is the taxable year of each record holder of vested beneficial interests in the Trust. On the basis of such assumptions, (i) the Trustee shall compute the gross income and net income or loss of the Trust for each taxable year; (ii) the Trustee shall assume that such gross income and net income or loss is recognized for tax purposes by the Beneficiaries based on their period of ownership of vested beneficial interests in the Trust during the calendar year; and (iii) the Trustee shall provide each Beneficiary receiving an allocation of income or loss, and shall file with the appropriate taxing authorities, a K-1 or other income tax return or report containing sufficient data to enable the holder to complete his income tax return(s).

(a) Allocation on Change in Beneficial Interests. If, during a calendar year, the ownership of beneficial interests in the Trust changes, the assets and income or loss for the entire calendar year shall be prorated and allocated among the Beneficiaries therein.

(b) Delivery of Statements to Beneficiary of Record. To the extent required by law, written statements or notices reflecting a Beneficiary's share of the income or loss, if any, of the Trust shall be delivered by the Trustee to the Beneficiary. The Trustee shall have no obligation to deliver any such statements to a transferee of a Beneficiary unless, thirty (30) days prior to the date on which the statement is required to be delivered, a written request executed by the Beneficiary of record and the transferee is received by the Trustee.

4.4 Tax Treatment and Obligation to File Returns. The Trust shall be considered a "grantor" trust, and the Beneficiaries shall be treated as the grantors and deemed owners of the Trust. The Trustee shall file tax returns for the Trust as a grantor trust pursuant to Section 1.671-4(a) of the Tax Regulations. All earnings of the Trust, including earnings or income retained in reserve accounts or as reserves to the extent consistent with Section 4.2 above, shall be allocated to the Beneficiaries on an annual basis, and each Beneficiary shall be responsible to report and pay the taxes due on its proportionate share of the Trust's income whether or not amounts are actually distributed by the Trustee to the Beneficiaries to pay the tax. As a grantor trust, the Trust shall not have any separate liability for federal income taxes relating to or arising from, the conveyance, preservation or administration of Trust Assets. However, if it is later determined that a tax liability of the Trust arises, the Trustee shall be responsible for withholding all taxes required by law, and shall timely file all required federal, state or local tax returns, including information reporting returns, and shall promptly pay all taxes determined to be due. If it is determined that any taxes are owed by the Trust, the Trustee may pay from the Trust Assets any such tax liability arising out of the operations of the Trust or ownership of Trust Assets. The Trustee may establish a reserve sufficient to pay any accrued or potential tax liability arising out of the operations of the Trust or ownership of Trust Assets. Notwithstanding anything herein to the contrary, in calculating and making the payments due to Allowed Claims under the Plan, the Trustee shall be authorized to deduct from such payments any necessary withholding amount. The Trustee may in his discretion make any elections available under the Tax Code. The Trustee may also prepare and file a final tax return for the Debtors.

4.5 Tax Treatment of Vesting of Assets in the Trust. For federal income tax purposes, the vesting of Trust Assets to the Trust will be treated as a vesting in the Beneficiaries for all purposes of the Tax Code (e.g., Sections 61(a), 483, 1001, 1012, and 1274) followed by a deemed vesting of the Trust Assets in the Trust.

4.6 Valuation of Trust Assets. The Trustee or Bankruptcy Court, upon motion filed, may value the property vested in the Trust and notify in writing the Beneficiaries of such valuations. The Trust Assets shall be valued consistently by the Trustee and the Beneficiaries and these valuations will be used for all federal income tax purposes.

5. Rights, Powers and Duties of Beneficiaries.

5.1 Interests of Beneficiaries. The Beneficiaries shall have a beneficial interest in the Trust Assets as specified herein. The ownership of a beneficial interest hereunder shall not entitle any Beneficiary to any title in or to the Trust Assets as such or to any right to call for a partition or division of the same or to require an accounting except as specifically required by the terms hereof.

5.2 Effect of Death, Incapacity, Insolvency, or Bankruptcy of Beneficiary. The death, incapacity, insolvency or bankruptcy of a Beneficiary during the term of this Agreement shall not operate to terminate the Trust, nor shall it entitle the representatives or creditors of the deceased, incapacitated, insolvent, or bankrupt Beneficiary to an accounting, or to take any action in the courts or elsewhere for the distribution of the Trust Assets or for a partition thereof, nor shall it otherwise affect the rights and obligations of any Beneficiary.

6. Amendment of Agreement. This Agreement may be amended, modified, or altered only upon approval of the Bankruptcy Court.

7. Conflicting Claims. In the event the Trustee becomes aware of any disagreement or conflicting claims with respect to the Trust Assets, or if the Trustee in good faith is in doubt as to any action which should be taken under this Agreement, the Trustee shall have the option to do any or all of the following:

(a) File a suit in interpleader or in the nature to interpleader in the Bankruptcy Court and obtain an order requiring all persons and parties involved to litigate their respective claims arising out of or in connection with this Agreement; or

(b) File any other appropriate motion for relief in the Bankruptcy Court.

8. Effect of Trust on Third Parties. There is no obligation on the part of any Person dealing with the Trustee or any agent of the Trustee to see the application of any consideration passing to the Trustee or any agent of the Trustee, or to inquire into the validity, expediency or propriety of any such transaction by the Trustee or any agent of the Trustee.

9. Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

10. Termination of This Trust. Upon (i) the Bankruptcy Court's entry of a Final Order closing the Debtors' Bankruptcy Cases pursuant to Bankruptcy Code § 350(a) and (ii) the payment of all costs, expenses, and obligations incurred in connection with administering the Trust, and the distribution of all Trust Assets in accordance with the provisions of the Plan, the Confirmation Order and this Agreement, the Trust shall terminate and the Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

11. Construction of This Instrument.

11.1 Applicable Law. The Trust shall be construed, regulated and administered under the internal laws of the State of Utah and the United States of America.

11.2 Relationship Created. The only relationship created by this Agreement is the relationship between the Trustee and the Beneficiaries. No other relationship or liability is created. Nothing contained herein shall be construed so as to constitute the Beneficiaries or their successors in interest as creating an association, partnership or joint venture of any kind.

11.3 Interpretation. The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting the same. Unless the context otherwise requires, whenever used in this Agreement the singular shall include the plural and the plural shall include the singular.

11.4 Partial Invalidity. If any provision of this Agreement shall for any reason be held invalid or unenforceable by any court, governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11.5 The Plan. If any inconsistencies exist between the Plan and this Agreement, the terms of the Plan shall control.

11.6 Notices. All notices, requests, consents and other communications which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) or sent by electronic mail, as follows:

John H. Curtis
ROCKY MOUNTAIN ADVISORY, LLC
15 W. South Temple, Suite 500
Salt Lake City, 84101

with a copy to:

Darren Neilson
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111

or to such other address as may from time to time be provided in written notice on the docket of the Bankruptcy Case by the Trustee.

11.7 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, executors, successors and assigns.

11.8 Tax Identification Numbers. The Trustee may require any Beneficiary to furnish to the Trustee its employer or taxpayer identification number as assigned by the Internal Revenue Service and the Trustee may condition any distribution to the Beneficiary upon receipt of such identification number.

11.9 Compliance with All Applicable Laws. If notified by any governmental authority that the Trust is in violation of any applicable law, rule, regulation or order of such governmental authority relating to its businesses, the Trustee shall comply with such law, rule, regulation or order; provided that nothing contained herein shall require such compliance if the legality or applicability of any such requirement is being contested in good faith in appropriate proceedings and, if appropriate, for which an adequate reserve has been set aside on the books of the Trust.

11.10 Jurisdiction. Subject to Section 10.1 of the Plan, the Bankruptcy Court shall retain jurisdiction over this Agreement and the Trust.

11.11 Bond. The Trustee shall not be required to post a bond.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written to evidence their consent and agreement with the terms and provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

POLARITYTE, INC
a Delaware corporation

JOHN H. CURTIS, TRUSTEE

By: Richard Hague
Its: Chief Executive Officer

John H. Curtis

POLARITYTE MD, INC.
a Nevada corporation

By: Richard Hague
Its: Chief Executive Officer

POLARITYTE, INC.
a Nevada Corporation

By: Richard Hague
Its: Chief Executive Officer

In re:
PolarityTE, Inc.
Debtor

Case No. 23-22358-KRA
Chapter 11

CERTIFICATE OF NOTICE

District/off: 1088-2

User: admin

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Date Rcvd: Jan 27, 2025

Form ID: pdfor1

Total Noticed: 429

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.
++++	Addresses marked '++++' were modified by the USPS Locatable Address Conversion System. This system converts rural route numbers to street addresses.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 29, 2025:

Recip ID	Recipient Name and Address
db	+ PolarityTE, Inc., 1960 S. 4250 W., Salt Lake City, UT 84104-4836
aty	+ David F. Marx, Dorsey & Whitney, LLP, 111 South Main Street, 21st Floor, Salt Lake City, UT 84111-2176
cr	+ Denver Lough, Landon S. Troester, 201 S. Main Street, Suite 2200, Salt Lake City, UT 84111 UNITED STATES 84111-2268
cr	+ Nikolai Sopko, 4776 S. Mile High Drive, Salt Lake City, UT 84124-4753
fa	+ Rocky Mountain Advisory, LLC, 15 W South Temple, Ste 500, Salt Lake City, UT 84101-1500
12239735	+ 1960 South 4250 West LLC, 1960 South 4250 West, Salt Lake City, UT 84104-4836
12239772	+ AWAC Excess, 3424 Peachtree Road NE, Suite 550, Atlanta, GA 30326-1311
12239736	#+ Accellacare Limited, 3 Parkway North Blvd, STE 200, Deerfield, IL 60015-2553
12239737	Accenture International Limited, 1 Grand Canal Square, Dublin, Ireland, D02 P820,
12239738	+ Accenture LLP, 161 N. Clark St, STE 1100, Chicago, IL 60601-3362
12240355	+ Ace Recycling & Disposal, 2274 South Technology Road, West Valley City, UT 84119-1102
12239739	+ Adam Lowe, 1463 S Lincoln - Apt 1, Salt Lake City, UT 84105-2365
12239740	+ Adcomp LLC, 1720 Edmonds Ln, Lewisville, TX 75067-5805
12239741	+ Adobe Value Incentive Plan, 345 Park Ave., San Jose, CA 95110-2704
12239742	+ Advanced Foot & Ankle Center, 8822 S Redwood Rd, Ste E121, West Jordan, UT 84088-5763
12239744	+ Alain Adam, 7505 Brown Ave Unit C, Forest Park, IL 60130-3331
12239745	+ Albert Gedeon, 1319 E Iron Boberg Circle, Draper, UT 84020-7534
12239746	+ Alex Salinas, 6278 S Stonehollow Cir, Taylorsville, UT 84129-6110
12239747	+ Alex Salinas Portillo, 6278 S Stonehollow Cir, Taylorsville, UT 84129-6110
12239748	+ Alexander Turner, 902 Country Club, Tooele, UT 84074-9631
12239749	+ Alina Trang, 1080 BRINLEY LANE, Kaysville, UT 84037-2717
12239750	Alira Health Cinical, LLC, 1 Grant Framingham St, STE 400, Framingham, MA 01702
12239751	+ Amanda Schamper, 6763 North Holly Lane, Byron, IL 61010-9378
12239753	+ Amarinder Gill, 13332 S. Haven Meadow Lane, Riverton, UT 84065-6148
12239754	+ Amber White, 5258 W Miller Crossing Dr, Herriman, UT 84096-2004
12239755	+ Amy Brevil, 11404 S Overshine Ln, South Jordan, UT 84009-5040
12239756	+ Amy Yuda, 1645 E Wasatch Circle, Salt Lake City, UT 84105-1740
12239757	+ Anand R. Kumar MD, 613 Stephenson Avenue, Suite 101, Savannah, GA 31405-5985
12239760	+ Andrew Bollhoefer, 538 Meadow Road, Winnetka, IL 60093-4017
12239761	+ Andrew West, 1900 S. IMPERIAL STREET, Salt Lake City, UT 84105-3819
12239762	+ Angela Ziegler, 254 Ambroise, Newport Coast, CA 92657-0130
12239763	+ Anindith Reddy Bujala, 350 South 200 West, Apt C109, Salt Lake City, UT 84101-1828
12239764	+ Anna Warner, 969 N 1200 W, Salt Lake City, UT 84116-3847
12239767	+ Armistice Capital Master Fund Ltd., 510 Madison Ave, New York, NY 10022-5730
12239768	+ Arthur Telfeian, 140 W Millstream Road, Cream Ridge, NJ 08514-2313
12239769	+ Ashlee Fishleigh, 311 East 5th Avenue, Salt Lake City, UT 84103-2712
12239770	#+ Ashley Allphin, 1473 W 190 N, Pleasant Grove, UT 84062-3080
12239773	+ Azzur Group, LLC, 330 S. Warminster Rd, STE 341, Hatboro, PA 19040-3433
12239777	+ BC 1960 South Industrial LLC, 1960 Industrial Road, Salt Lake City, UT 84199-0010

District/off: 1088-2

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Total Noticed: 429

12239778 + BCG Acquisitions, 537 W 600 S, STE 400, Salt Lake City, UT 84101-2253
12239774 + Barry University, Inc., 11300 NE 2nd Ave, Miami, FL 33161-6695
12239775 + Barry University, Inc., Robert J. Snyder, DPM, 16800 NW 2nd Ave, STE 202, North Miami Beach, FL 33169-5504
12239776 + Baylor Research Institute D/B/A Baylor Scott, 3434 Live Oak St, STE 201, Dallas, TX 75204-6134
12239780 + BioIVT, LLC, 123 Frost St, STE 115, Westbury, NY 11590-5034
12239783 + BioTechLogic, Inc., 717 Indian Rd, Glenview, IL 60025-3407
12239782 + Biopharma Informatic, LLC, 19255 Park Row, Houston, TX 77084-7309
12239785 + Boston Medical Center Corporation, One Boston Medical Center Pl, Boston, MA 02118-2910
12239786 + Box, Inc., 900 Jefferson Ave, Redwood City, CA 94063-1837
12239787 Boyne Biotechnology Consulting, PO Box, Cave Creek, AZ 85327
12239788 + Bradlee Field, 4449 Kootenai St, Riverton, UT 84096-3478
12239790 + Bricelyn Strauch, 2942 S GLENMARE STREET, Salt Lake City, UT 84106-3467
12239792 + Brittany Hamilton, 204 E Van Buren Street, Alexandria, IN 46001-1430
12239795 + Burke Powers, 738 E 700 N, Orem, UT 84097-6006
12239796 + Butler, Colleen, 429 W Center Street, Midvale, UT 84047-7305
12239797 + Butler, Fred, 127 W 122nd Street, New York, NY 10027-5502
12239837 CUBB, 202B HALL'S MILL ROAD, Whitehouse Station, NJ 08889
12239799 + Cameron Hoyler, 3 Outrider Road, Rolling Hills, CA 90274-5200
12239800 + Cannae Partners, LLC, 995 Market St, San Francisco, CA 94103-1702
12239801 + Carl Peterson, 10417 South Culmination Street, South Jordan, UT 84095-8314
12239802 + Carlee Bennett, 4616 W Sunny Meadow Dr, South Jordan, UT 84009-2783
12239803 + Carmell Therapeutics Corporation, 2403 Sidney St, Pittsburgh, PA 15203-2167
12239804 + Carol Akerman, 3 Lennox Way, New City, NY 10956-4501
12239805 + Caroline Garrett, 7692 S. Avondale Drive, Cottonwood Heights, UT 84121-5507
12239806 + Carrie Harrison, 504 E CLOVERWOOD CIRCLE, Draper, UT 84020-9218
12239807 + Carrie Johnston, 37100 Elizabeth Lane, New Boston, MI 48164-8913
12239808 + Casey Grimsdell, 9214 S Terri Lynn Dr, Sandy, UT 84094-3056
12239809 + Cassiopeia Huffaker, 4910 S 1625 E, Holladay, UT 84117-5900
12239810 Cedar Health Research, LLC, Three Forest Plaza 12221 Merit Drive, STE 350, Dallas, TX 75251
12239811 + Central Research Associates, Inc., 2660 10th Ave S., Birmingham, AL 35205-1605
12239812 + Centri Business Consulting, LLC, 1628 John F Kennedy Blvd, STE 500, Philadelphia, PA 19103-2125
12240433 + CenturyLink (Lumen Technologies), 100 Centurylink Dr, Monroe, LA 71203-2041
12239813 + CenturyLink Sales Solutions Inc., 100 Centurylink Dr, Monroe, LA 71203-2041
12239814 + Chara Holley, 775 w Fine Dr., C304, Salt Lake City, UT 84119-7544
12239815 + Charles Diggins, 1115 Rowley Ave, Cleveland, OH 44109-1843
12239816 + Charles River Laboratories, Inc, 251 Ballardvale St., Wilmington, MA 01887-1000
12239817 + Chelsey Carhart, 2569 East 2940 South, Salt Lake City, UT 84109-2524
12239818 + Cheryl Blycker, 4014 S CHASE BROOK LANE, Salt Lake City, UT 84107-2390
12239821 + Chris Nolet, P.O. Box 3947, Incline Village, NV 89450-3947
12239822 + Christiaan O'Connor, 2565 Dearborn Street, Salt Lake City, UT 84106-3511
12239823 + Christine Cote, 848 E 100 S #2, Salt Lake City, UT 84102-4109
12239824 + Christine Hashimoto, 2095 EAST HOWEY DRIVE, Salt Lake City, UT 84121-2229
12239826 Chubb, 202B HALL'S MILL ROAD, Whitehouse Station, NJ 08889
12239827 + Cision, 130 E Randolph St, 7th Floor, Chicago, IL 60601-6164
12239828 + Clark Jones, 3990 S Howick St, Unit A414, Salt Lake City, UT 84107-1487
12240449 Clean Harbors Disposal Services Inc., 42 Longwater Drive, PO Box 9149, Norwell, MA 02061-9149
12240450 + Clinical Research Associates of Central PA., 1616 E Pleasant Valley Blvd, Altoona, PA 16602-7308
12239830 + Clinical Research Inc., 177 Huntington Ave, STE 1703, Boston, MA 02115-3153
12239831 + Clinical Research Medical Center, LLC, 2020 Wellness Wy, Suite 206, Las Vegas, NV 89106-4145
12239832 + Clinical Trials of Texas, LLC, 5430 Fredericksburg Rd, San Antonio, TX 78229-3539
12239833 + Colleen Butler, 429 W Center Street, Midvale, UT 84047-7305
12240455 Comcast Business, PO Box 8587, Philadelphia, PA 19101-8587
12239834 + Connor Group, 3401 N Thanksgiving Way, Lehi, UT 84043-4145
12239835 + Courtney Cushnir, 2992 S Elgin Hill Court, Salt Lake City, UT 84106-4549
12239836 + Crowell Moring, 1001 Pennsylvania Ave. NW, Washington, DC 20004-2595
12239838 + Cummins Sales and Service, 2167 S 5370 W, Salt Lake City, UT 84120-1265
12239840 + Curline, Inc., 6001 E. Columbus Dr., Tampa, FL 33619-1646
12239862 + DJB Gas Services, Inc, 1177 S. Swaner Rd, Salt Lake City, UT 84104-3720
12239841 + Dan Greive, 349 s 1050 e, Layton, UT 84041-7430
12239843 + Daniel Howorth, 1 Wilson Ave NW, Leesburg, VA 20176-2027
12239844 + Darcy Greep, 14256 Long Ridge Dr, Herriman, UT 84096-3463
12239846 + David Blum, 2082 E. Karin CT Apt 301, Salt Lake City, UT 84121-7133
12239847 + David Hutchinson, 1015 N 560 E, Orem, UT 84097-3348

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12239848 + David Seaburg, 106 Morning Star Cay, Naples, FL 34114-9604
12239850 + Dawn Etchison, 4533 S Hummelstrasse, Salt Lake City, UT 84117-4337
12239851 + Dennis Begos, 6 Wabanaki Way, Andover, MA 01810-5513
12239852 + Denver Lough, c/o James Anderson, Clyde Snow & Sessions, 201 South Main Street, Suite 2200, Salt Lake City, UT 84111-2268
12239853 + Department of Veterans Affairs located at Sal, 500 Foothill Boulevard, Salt Lake City, UT 84148-0001
12239855 + Design Space Inpharmatics, LLC, PO Box 532, Harleysville, PA 19438-0532
12239854 + Design Space Inpharmatics, LLC, 600 Oak Dr., Unit 532, Harleysville, PA 19438-4545
12239857 + Devin Miller, 1243 EAST BRICKYARD ROAD, APARTMENT#350, Salt Lake City, UT 84106-5625
12239860 + Dillon Hall, 437 W 1925 N, Layton, UT 84041-1623
12239861 + Dina Hannah, 3861 S Quail Hollow Dr, Salt Lake City, UT 84109-3839
12239863 + Doctors Research Network, 7000 SW 62nd Ave, Miami, FL 33143-4716
12348933 + Dorsey & Whitney LLP, 111 S. Main Street, Suite 2100, Salt Lake City, Utah 84111-2891
12239865 + Dr. Orlando Cedeno, 4601 Military Trail, Jupiter, FL 33458-4834
12239874 + EMI Health, PO Box 21482, Saint Paul, MN 55121-0482
12239875 + EMI Health - Choice Indemnity Plan, PO Box 21482, Saint Paul, MN 55121-0482
12239867 + Eagle Analytical, 11111 S. Wilcrest Dr., S1000, Houston, TX 77099-4310
12239868 + Edward Swanson, 25 Hawkins Place, Duxbury, MA 02332-4537
12239869 + Edward Swanson, 211 Plymouth Rd, Gwynedd Valley, PA 19437
12239870 + Elisa Fair, 7092 South Devonna Road, West Jordan, UT 84081-3947
12239872 + Elizabeth Strydom, 146 Adelia Way, Oceanside, CA 92057-7378
12239873 #+ Elizabeth Williams, 845 W 1300 S, Salt Lake City, UT 84104-1636
12239877 + Eptura, 950 E Paces Ferry Rd, Atlanta, GA 30326-1180
12239878 + Equisolve, 3500 SW Corporate Pkwy, Palm City, FL 34990-8185
12239881 + Eric Longacre, 4036 Rosedale Place, Grovetown, GA 30813-4898
12239882 + Eric Stevenson, 985 Cherry Hills Drive, Coalville, UT 84017-9778
12239883 + Erik Winegar, 144 W 3100 S, Bountiful, UT 84010-6522
12239884 + Erin Larragoite, 1227 E Brickyard Rd, Apt. 205, Salt Lake City, UT 84106-2549
12239885 + Eurofins EAG Materials Science and Eurofins E, 3350 Scott Blvd, Bldg 36, Santa Clara, CA 95054-3100
12239886 + Executech, 10876 S River Front Pkwy, South Jordan, UT 84095-5957
12239887 #+ Faith Kimery, 9737 S TWEED RD, South Jordan, UT 84009-9728
12239888 + Federal Insurance Company, 202B HALL'S MILL ROAD, Whitehouse Station, NJ 08889
12239889 + Felix Sigal, D.P.M., PC, 3333 Wilshire Blvd, STE 500, Los Angeles, CA 90010-4122
12239890 + Felix Signal, D.P.M., PC, 3333 Wilshire Blvd, STE 500, Los Angeles, CA 90010-4122
12239891 + Fidelity Basic Plan, PO Box 770001, Cincinnati, OH 45277-0001
12239892 + Fidelity Health Savings Account, PO Box 770001, Cincinnati, OH 45277-0001
12239894 + Fidelity Stock Plan Services, PO Box 770001, Cincinnati, OH 45277-0001
12239895 + Fisher Scientific Company L.L.C., Po Box 1768, Pittsburgh, PA 15230-1768
12239896 + Flexential, 11900 East Cornell Avenue, Building B, 3rd Floor, Aurora, CO 80014-6202
12239897 + FloQast, 14721 Califa St, Van Nuys, CA 91411-3107
12239898 + Foot & Ankle Consulting, 4 S. Main St., Saint George, UT 84770-3406
12239899 + Fortinet FortiCare ONE, 899 Kifer Road, Sunnyvale, CA 94086-5205
12239901 + Franklin Kidd, 4572 South 1725 West, Roy, UT 84067-3026
12239902 + Freshworks Inc, 2950 South Delaware St., STE 201, San Mateo, CA 94403-2578
12239903 + Futuro Cincial Trials, LLC, 900 Lindberg Ave, McAllen, TX 78501-2932
12239904 + Futuro Clinical Trials, LLC, 900 Lindberg Ave, Mcallen, TX 78501-2932
12239906 + Gateway Clinical Trials, 11710 Old Ballas Rd, Unit 110, Saint Louis, MO 63141-7076
12239905 + Gateway Clinical Trials, 4600 Memorial Drive, Building A, Suite 100, O Fallon, IL 62269
12239907 + Gavin Smith, 11100 South River Heights Dr, C112, South Jordan, UT 84095-6224
12239908 + Geoff Graham, 794 Corduroy Ln NE, Atlanta, GA 30312-1408
12240532 + Grander Acquisition LLC, 150 E. Palmetto Park Road, Suite 550, Boca Raton, Florida 33432-4842, Attn.: Michael Brauser
12239910 + Great American E&S, PO Box 5425, Cincinnati, OH 45201-5425
12239912 + Gregory Macek, 500 Station Blvd, Aurora, IL 60504-4451
12239913 + Haley Benzon, 2943 South Adams Street, Salt Lake City, UT 84115-4001
12239914 + Hans Hansen, 755 E 4070 S, Salt Lake City, UT 84107-2109
12239915 + Harrison, Carrie, 504 E CLOVERWOOD CIRCLE, Draper, UT 84020-9218
12239918 + Hiroshi Yasuo, 1084 E Crandall Avenue, Salt Lake City, UT 84106-2665
12239919 + Holly Kramen, 8916 CHARRED OAK DRIVE, Bethesda, MD 20817-1922
12239920 + Houlihan Lokey Capital, Inc, 1001 Fannin St., STE 4650, Houston, TX 77002-6738
12239921 + Howard Hechler, 162 BURLINGTON STREET, Lexington, MA 02420-1726
12239923 + IBEX Property LLC, 403 E Second St, Whitefish, MT 59937-2668
12239925 + ICIN Scientific Bureau, Alqadisiah, Quarter 602, Alley 11, Building 25, Baghdad, Iraq,
12239924 + Icahn School of Medicine at Mount Sinai, 1 Gustave L. Levy Pl, New York, NY 10029-6504
12239926 + Innovive, LLC, 10019 Waples Ct, San Diego, CA 92121-2962

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12239927 + Insight Designs Web Solutions, LLC, 1919 14th St #700, Boulder, CO 80302-5482
12239929 + Intellicure, Inc., 2700 Research Forest Dr., Spring, TX 77381-4252
12239930 + Isankumar Patel, 136 N SUN ARBOR TERRACE, Apt 1282, Salt Lake City, UT 84116-4592
12239931 + Isomeix Operations, Inc., 5960 Heisley Rd, Mentor, OH 44060-1834
12239932 + Ivy Estabrooke, 371 E 3RD AVENUE, Salt Lake City, UT 84103-2665
12239972 + JP Lawrence Biomedical, Inc, 9980 S 300 W, STE 200, Sandy, UT 84070-3654
12239973 + JP Lawrence Land and Building LLC, 3890 131st Ave NE, Minneapolis, MN 55449-6531
12239933 #+ Jack Veverka, 3166 JULIES DRIVE, Park City, UT 84098-8411
12239934 + Jack Wach, 133 Kensington Avenue, Salt Lake City, UT 84115-1606
12239935 + Jacob Patterson, 14822 S Rosescape Circle, Herriman, UT 84096-6978
12305604 + Jacob Patterson, 14881 South Lake Ridge Circle, Herriman, UT 84096-3830
12239937 + Jacqueline Reed, 1353 E Old Maple Court, Salt Lake City, UT 84117-7303
12239940 + James Meiss, 1281 N 25 E, Layton, UT 84041-2976
12239941 + Jason R. Miller, DPM, FACFAS, 300 Springhouse Dr., Collegeville, PA 19426-4021
12239943 + Jeff DeVincent, 637 Eclipse Drive, Morgantown, WV 26508-9169
12239944 + Jeff Dyer, 4995 W. Old Oak Lane, American Fork, UT 84003-9466
12239946 + Jeffrey Winegar, 470 N 500 E, Provo, UT 84606-3024
12239947 + Jennifer Burdman, 32 Shipcarpenter Sq., Lewes, DE 19958-1246
12239949 + Jennifer Cunningham, 10302 S SALMON DR, South Jordan, UT 84009-6114
12239950 + Jennifer Fredrickson, 4688 S 2025 W, Roy, UT 84067-3310
12239951 + Jennifer Irvin, 906 E 200 S, Salt Lake City, UT 84102-2402
12239952 #+ Jennifer Stevens, 4576 W 5100 S, Salt Lake City, UT 84118-6503
12239953 + Jerald Kowalczyk, 5 Macclesfield Drive, Medford, NJ 08055-3506
12239954 + Jesse Smith, 1005 Tyler Ave, Ogden, UT 84404-6536
12239958 + Jessie Nicodemus Johnson, 2034 Terra Vista Way, Sandy, UT 84093-1065
12239959 + Joanna Going, 1568 Vineyard Drive, Bountiful, UT 84010-1336
12239960 + Joe Abdo, 2465 S 1500 E, Salt Lake City, UT 84106-3530
12239961 + Joel Arcos, 15087 S Gallant Drive, Riverton, UT 84065-4987
12239962 + John Gee, 1438 Raptor Road, Eagle Mountain, UT 84005-4219
12239963 + John Mathews, 27 Deerfield Road, Wyckoff, NJ 07481-3303
12239964 + John Mills, 380 Brush Trail Bend, Cibolo, TX 78108-3224
12239965 + Jon Ahlstrom, 3444 Appaloosa Way, Eagle Mountain, UT 84005-4398
12239966 + Jon Burrows, 3711 Jones Bridge Road, Chevy Chase, MD 20815-5726
12239968 + Jon Mogford, 714 Plum Hollow Dr, College Station, TX 77845-4475
12239971 + Joshua Johnson, 4768 West 5905 South, Salt Lake City, UT 84118-6077
12239974 + Julie Barber, 1434 East Noelle Road, Sandy, UT 84092-5783
12239975 + Justin Nelson, 2942 Glenmare Street, Salt Lake City, UT 84106-3467
12239985 KLS Martin, L.P., 1 Kls Martin Platz, Tuttlingen, Baden-Wuerttemberg, Germany,
12239976 Kaajal Mathuria, 2238 Jones Street, Santa Clara, CA 95051
12239977 + Karen Galey, 108 Hawthorne Road, Pittsburgh, PA 15238-2322
12239978 + Karen Mata, 2528 Wilshire Circle, Salt Lake City, UT 84109-1629
12239980 + Kathlene Castillo, 6331 Traveler Lane, West Jordan, UT 84081-3211
12239981 + Katrina Ross, 522 Dunkirk Rd, Baltimore, MD 21212-2013
12239982 + Kendall Stauffer, 1151 S. 2000 E., Salt Lake City, UT 84108-1971
12239984 + Kirk Miller, 2399 Field Stone Way, Layton, UT 84041-4856
12239986 + Kolby Day, 1348 E. Winderbrook Way, Salt Lake City, UT 84124-4141
12239987 + Kolby Day, 1348 E. Winderbrook Way, Millcreek, UT 84124-4141
12239988 + Krishna Harendra Maradapu, 350 South 200 West, APT C109, Salt Lake City, UT 84101-1828
12239989 + Kymber Nichols, 5942 S Jonquil Drive, Taylorsville, UT 84129-2777
12239990 + Latteier, McKenna, 1417 S Emery St, Salt Lake City, UT 84104-2108
12239991 + Lauri Coladonato, 29 COURTLAND DRIVE, Hazlet, NJ 07730-1614
12239992 + Lee-Ann Pullar, 455 S 700 E, Apt 4302, Salt Lake City, UT 84102-3885
12239993 + Life Science Compliance Consulting, LLC, 122 Steeplechase Dr., Elverson, PA 19520-9256
12239994 + LifeSprout Bio, 101 W. Dickman St, STE 900, Baltimore, MD 21230-5025
12239995 + Limb Preservation Platform, Inc., 6215 Fresno St., Unit 108, Fresno, CA 93710-5267
12239997 + Lincoln Clark, 2937 Evergreen Avenue, Salt Lake City, UT 84109-3129
12239998 + Lincoln Financial Disability Insurance, 1300 S Clinton Street, Fort Wayne, IN 46802-3506
12239999 + Lincoln Financial Employee Assistance Program, 1300 S Clinton Street, Fort Wayne, IN 46802-3506
12240000 + Lincoln Financial Life Insurance and Accident, 1300 S Clinton Street, Fort Wayne, IN 46802-3506
12240001 + Lincoln National, 8801 Indian Hills Drive, Omaha, NE 68114-4066
12240002 + Lincoln National - Group Long-Term Disability, 8801 Indian Hills Drive,, Omaha, NE 68114-4059
12240004 + LinkSquares, Inc., 60 State St, Boston, MA 02109-1800
12240005 + Litho Flexo Grafics (formerly Ingenious Packi, 555 9000 S, Sandy, UT 84070-2548

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12240006 + Lloyd's of London, 280 Park Avenue, East Tower - Entire 25th Floor, New York, NY 10017-1274
12240008 + Lough, Mary, 1287 E 530 N, Orem, UT 84097-5439
12240009 + Lower Extremity Institute for Research and Th, 5480 Mission Hills Dr., Canfield, OH 44406-8210
12240011 + Lyssa Lambert, 2386 BLAINE AVENUE, Salt Lake City, UT 84108-3035
12240024 MARYTHERESA IFEDIBA, Springville, UT 84663
12240012 + Malvern Instruments Inc, 3400 Computer Dr, STE 2100, Westborough, MA 01581-1771
12240013 + Marc Sconzo, 1 WILLOW TERRACE, Verona, NJ 07044-1915
12240014 + Mark Babb, 1232 S 200 E, Lehi, UT 84043-5758
12240015 #+ Mark Burrell, 3881 Dunhagan Rd, Greenville, NC 27858-6634
12240016 + Mark Edgell, 4125 W 2550 S, Ogden, UT 84401-9010
12240017 + Mark Lehman, 660 Evesham Dr., Salt Lake City, UT 84107-6534
12240018 + Martin, Dana, 7568 S San Savino Way, Midvale, UT 84047-5761
12240019 + Martin, Jeremy, 3778 SOUTH 600 WEST, Syracuse, UT 84075-8966
12240020 + Martin, Stacey, 421 Wyndham Crest, Fort Worth, TX 76114-4120
12240021 + Mary Bram, 41 Storage Drive, Nashua, NH 03062-2921
12240022 + Mary Sanok, 4571 S Ebony Avenue, Salt Lake City, UT 84123-3263
12240023 + Maryland Department of Health, Office of Heal, 7120 Samuel Morse Dr., Second Floor, Columbia, MD 21046-3419
12240025 + MasterControl, 6350 S 3000 E, Salt Lake City, UT 84121-5963
12240026 + Mathis, Jenna, 8103 COURTYARD LOOP #7, Park City, UT 84098-4753
12240028 + Matthew Clegg, 817 East 2075 South, Bountiful, UT 84010-4272
12240029 #+ Matthew Keathley, 9 Fleuti Dr, Moraga, CA 94556-1904
12240030 + Matthew Kemp, 25 Daphne, Irvine, CA 92606-4509
12240031 + Matthew Lawrence, 107 Chariot Court, Cary, NC 27519-8332
12240032 + Matthew Petney, 7118 Sagebrush Way, Salt Lake City, UT 84121-4321
12240033 + Matthew Pheysey, 7372 N Locust Avenue, Eagle Mountain, UT 84005-5413
12240034 + Matthew Rignell, 102 W MISTY BROOK LANE, Tooele, UT 84074-7426
12240036 + Matthew Vela, 4561 Grainland Ct., Fort Worth, TX 76179-8158
12240037 + McKenna Latteier, 1417 S Emery St, Salt Lake City, UT 84104-2108
12240039 #+ Medical Minds, Inc., 7923 Modern Oasis Dr., San Diego, CA 92108-2622
12240040 + Medline Industries, Inc, 1820 S 5200 W, Salt Lake City, UT 84104-4706
12240042 + Melodie Blakely, 719 Lake Highland Drive, Orlando, FL 32803-2509
12240043 + Melody Sieverts, 9518 S Mumford Drive, Sandy, UT 84094-3710
12240044 + Michael DiPlacido, 2994 Yarling CT, Falls Church, VA 22042-4476
12240045 + Michael Schramm, 350 W 2000 S, Brigham City, UT 84302-4510
12240046 + Michaela Larson, PO BOX 446, Mendon, UT 84325-0446
12240047 + MicroCures, Inc., 1300 Morris Park Ave, RM 726, Bronx, NY 10461-1900
12240049 + Microtrac MRB, 3230 N. Susquehanna Trail, York, PA 17406-9716
12240050 + Millipore Sigma, 400 Summit Dr, Burlington, MA 01803-5258
12240052 + Mohamed Mostafa, 6880 S 700 W, APT H102, Midvale, UT 84047-4535
12240053 + Molecular Devices Product, 3860 N. First Street, San Jose, CA 95134-1702
12240054 + Murgitroyd & Company, 1231 Franklin Square,, Suite #300,, Santa Clara, CA 95050-4806
12240055 + My Receptionist, Inc., 800 Wisconsin St., STE 410, Eau Claire, WI 54703-3613
12240056 + N-able Solutions ULC, 30 Corporate Dr., STE 400, Burlington, MA 01803-4252
12240059 + Natalie Salinas, 3725 Arpent Street, Saint Charles, MO 63301-8078
12240060 + Nationwide Pet Insurance, 1800 E Imperial Highway, STE 145, Brea, CA 92821-6002
12240062 #+ Navex Global, Inc., 5500 Meadows Rd, Lake Oswego, OR 97035-3626
12240063 + Neil Draper, 15630 South Wood Hollow Drive, Riverton, UT 84065-4974
12240065 + Nelson Labs, 6280 S Redwood Rd, Salt Lake City, UT 84123-6600
12240066 + Net@Work, Inc., 575 8th Ave, New York, NY 10018-3060
12240068 + Netwrix Corporation, 6160 Warren Pkwy, STE 100, Frisco, TX 75034-9415
12240067 + Netwrix Corporation, 300 Spectrum Center Dr, STE 200, Irvine, CA 92618-4987
12240069 + New England Medical Specialties, 21 Commerce Dr., North Branford, CT 06471-3204
12240070 + New Hope Podiatry Group, 3616 1st St., Los Angeles, CA 90063-2326
12240071 + New York State Department of Health, Facility, 66 John St, New York, NY 10038-3735
12240072 + Nicholas Baetz, 1792 East Auburn Ridge Lane, Draper, UT 84020-5514
12240073 #+ Nicholas Elvis, 306 McQueen Avenue, Mobile, AL 36609-2426
12240074 + Nicole Rausch, PO Box 1381, Riverton, UT 84065-1381
12240075 + Nicolosi, Ian, 7118 Sagebrush Way, Salt Lake City, UT 84121-4321
12240076 + Nikoai Sopko, 4776 Mile High Drive, Salt Lake City, UT 84124-4753
12240077 + Nikolai Sopko, 4776 Mile High Drive, Salt Lake City, UT 84124-4753
12313321 + Nikolai Sopko, 4776 South Mile High Drive, Salt Lake City Utah 84124-4753
12240078 + Norwell Health, Inc., 463 Willis Ave, Williston Park, NY 11596-1724
12240080 + Olive Evans, 701 W Jackson Blvd, 204D, Chicago, IL 60661-5300

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12240081 Olsen, Mike, 4390 N 125 W, Ogden, UT 84414

12240082 + Pacific Office Automation, 1325 W 2200 S, Salt Lake City, UT 84119-7228

12240083 + Pacira Pharmaceuticals, Inc., 5 Sylvan Way, Parsippany, NJ 07054-3818

12240084 + Panitch Schwarze, 2001 Market St, Philadelphia, PA 19103-7086

12240085 + Patrick Robinson, 4310 126th Street CT NW, Gig Harbor, WA 98332-7844

12240086 + Paul Bryson, 807 E Molasses Mill Dr., Draper, UT 84020-7577

12240088 #+ Paul Mann, 1108 SE Strathmore Drive, Port Saint Lucie, FL 34952-5921

12240089 + Paul Smaldone, 3070 Monmouth Rd, Cleveland, OH 44118-4122

12240090 + Paylocity Dependent Care Flexible Spending Ac, 2107 Livingston Street, STE C, Oakland, CA 94606-5218

12240091 + PeriShip, LLC, 265 E Main St, Branford, CT 06405-3133

12240093 Pharmakon Medical Research, 342 Van Buren Road, Barnesville, GA 30204

12240095 + Philip Stone, 2258 West 1300 South, Lehi, UT 84043-7484

12240096 + Pierce, Jan, 1762 SUNRISE PARK DRIVE, Sandy, UT 84093-2449

12240097 + Pitney Bowes, 3001 Summer Street, Stamford, CT 06926-0001

12240098 + Polarity TE Inc., 1960 South 4250 West, Salt Lake City, UT 84104-4836

12240099 + PolarityTE MD, Inc., 1960 S 4250 W, Salt Lake City, UT 84104-4836

12240100 PolyMedics Innovations, 15D Heerweg 73770, Denkendorf, Germany,

12240101 + Poretta & Orr, Inc., 450 East Street, Doylestown, PA 18901-3800

12240103 + PricewaterhouseCoopers LLP, 800 Ottawa Ave NW, STE 320, Grand Rapids, MI 49503-1430

12240104 + ProcessWeaver, Inc., 2600 N Central Expy, Richardson, TX 75080-2055

12240105 + Protective Industries, Inc., 28 Liberty Street, New York, NY New York 10005-1400

12240106 + ProtoLabs, 5540 Pioneer Creek Dr, Maple Plain, MN 55359-9003

12240107 + Qiagen, LLC, 19300 Germantown Rd, Germantown, MD 20874-1415

12240108 #+ Racheal Pickens, 9000 Macauley Ln, Nolensville, TN 37135-4014

12240110 + Randall Carson, 3151 Blackstock Way, The Villages, FL 32163-4130

12240111 + Randy Jensen, 2681 W 13220 S, Riverton, UT 84065-2279

12240113 + Resonetics, LLC, 26 Whipple St., Nashua, NH 03060-3044

12240114 + Ricardo Wells, 904, W. Meadowmere, Austin, TX 78758-5824

12240115 + Richard Biro, 457 Millbrook Street, Canfield, OH 44406-9663

12240116 + Richard Haerle, 265 E Houston St, Unit 3, Unit 3, New York, NY 10002-5398

12240117 + Richard Hague, 1614 Channelside Place, Parrish, FL 34219-2108

12240118 + Richard Mortensen, 4728 W Emmons Dr, West Jordan, UT 84088-7826

12240119 + Rick Gaykowski, 1260 Gilmer Drive, Salt Lake City, UT 84105-1527

12240120 Rick Mower, 104510 SE 27TH CIR, Vancouver, WA 98683

12240121 + Rickey Kallicharan, 11409 Ocean Ridge Way, San Diego, CA 92130-8643

12240122 + RiseSmart, Inc., 55 S. Almaden Blvd, San Jose, CA 95113-1612

12240124 + Roseanne Johnson, 2635 W Everettwood Drive, Taylorsville, UT 84129-7240

12240125 + Roy Prasad, 5077 W. WOOD RANCH DRIVE, South Jordan, UT 84009-1548

12240126 + Royal Research Corp., 3911 Hollywood Blvd, STE 105, Hollywood, FL 33021-6795

12240127 + Rugg, Grant, 5943 W Kidd Cabin Circle, Herriman, UT 84096-7465

12240128 + Rugg, Sandy, 5943 W Kidd Cabin Circle, Herriman 84096-7465

12240129 + Ryan Creek, 2568 West Meadow Ridge Dr, West Jordan, UT 84088-8547

12240131 + Ryan Mathis, 400 Ravenscliff Dr., Media, PA 19063-1457

12310381 + Ryan Mathis, Alexander J. Nassar, 101 W Elm Street, Suite 400, Coshohocken, PA 19428-2075

12240132 + RyanTech, 3324 E Ray Rd, Higley, AZ 85236-4605

12240164 + STERIS, 9120 South 150 East, Sandy, UT 84070-2734

12240133 + Sai Spandana Nakkireddy, 233 N Redwood Road, Apt #332, Salt Lake City, UT 84116-3923

12240134 + Saloni Kalsekar, 4912 136TH PL SE, Bellevue, WA 98006-3459

12240135 + Salt Lake City Corporation, 451 S State St, Salt Lake City, UT 84111-3102

12240137 + Sandra Phipps, 593 La Sata Dr, Brentwood, CA 94513-7015

12240138 + Sarah Wood, 146 East 550 North, Farmington, UT 84025-2520

12240139 + Scott ,Tamie, 4830 SOUTH 4580 WEST, Salt Lake City, UT 84118-5308

12240141 #+ Scott Jensen, 8496 N. Lakeshore Dr., Tooele, UT 84074-3369

12240142 + Sean McOmie, 1874 E Garland Way, Apt 207, Sandy, UT 84092-1236

12240143 + Sergio Juarez, 2234 W Capitol Reef Drive, Taylorsville, UT 84129-1765

12240144 + Shamus Wilson, 13528 Minnehaha Road, Wilmot, SD 57279-8204

12240147 + Sherry Plantholt, 4572 South 1725 West, Roy, UT 84067-3026

12240148 + Sieverts, Michael, 10475 S. Dimple Dell Road, Sandy, UT 84092-6521

12240149 + Smith, Courtney, 345 N BELMONT PLACE, APT 139, Provo, UT 84606-7601

12240150 + Smith, Rhonda, 5991 SW CR 791, Lake Butler, FL 32054-7937

12240151 + Sonyia Espino, 5166 W Cobble Cir, West Jordan, UT 84081-2723

12240152 + Sophia Rogers, 1230 COLVIN MEADOWS LANE, Great Falls, VA 22066-1801

12240153 Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom,

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12240154 + Specialty Manufacturing, Inc., 12875 Minuteman Dr., Draper, UT 84020-9205
12240155 + Srinivas M. Susarla, DMD, MD, 4800 Sand Point Way NE, Seattle, WA 98105-3901
12240156 + Stacy Reel, 1442 Tanglewood Drive W, Lindale, TX 75771-5136
12240157 + StarStone National Insurance Company (Policy, 185 Hudson St, Jersey City, NJ 07311-1215
12240158 + State of California Department of Public Heal, 3701 N Freeway Blvd, Sacramento, CA 95834-1926
12240159 + Stemson Therapeutics Corp., 3550 General Atomics Ct., San Diego, CA 92121-1122
12240162 + Stephen Milner, 123 N Wright Brothers Drive, Salt Lake City, UT 84116-2838
12240165 + Stetson, John, 68 FIESTA WAY, Fort Lauderdale, FL 33301-1415
12240166 + Steve Somchith, 4172 WEST RED ORCHARD WAY, West Jordan, UT 84084-5643
12240168 Sultan Bin Abdulaziz Humanitarian City, 13571 King Fahd Rd, Banban, Saudi Arabia,
12240169 + Susan Payne, 4453 Castlegate Blvd, Uniontown, OH 44685-6928
12240172 + Targeted Attack Protection, 925 W Maude Ave, Sunnyvale, CA 94085-2802
12240173 Tenable.io, 6100 Merriweather Dr., 12th Floor, Melbourne, Australia,
12240174 + Tennessee Secretary of State, State Capitol, Nashville, TN 37243-0001
12240175 The Henry M. Jackson Foundation for the Advan, 3720A Rockledge Dr., Bethesda, MD 20817
12240176 + The Lincoln National Life Insurance Company, 8801 Indian Hills Drive,, Omaha, NE 68114-4059
12240177 + The U.S. Department of Veterans Affairs, a Fe, 617 Chemeketa St. NE, Salem, OR 97301-3701
12240178 + Timothy Myers, 5516 Oak Field Lane, Buffalo, NY 14221-2893
12240179 + TokBox, Inc., 501 2nd St, San Francisco, CA 94107-1469
12240181 + Tracy Gasior, 81 Norfolk Ave, Clarendon Hills, IL 60514-1242
12240183 + TransAmerica Group Accident Insurance, 6400 C Street SW, Cedar Rapids, IA 52499-0003
12240184 + Transamerica Group Hospital Indemnity Insuran, 6400 C Street SW, Cedar Rapids, IA 52499-0003
12240185 + Transamerica Life Insurance Company, 6400 C Street SW, Cedar Rapids, IA 52499-0003
12240186 + Treigh Pedroche, 3063 S Willow Creek Dr, Saratoga Springs, UT 84045-4816
12240812 + Trilogy Med Waste, 2500 Decker Lake Blvd #12, West Valley City, UT 84119-7675
12240187 + Tyler Katon, 6475 Mapleton Ave, Cincinnati, OH 45233-4531
12240188 + Tyler Shackelford, 612 Glen Arbor Court, Seven Valleys, PA 17360-8984
12240189 + U.S. Department of Veterans Affairs, a Federa, 4500 S. Lancaster Road, Dallas, TX 75216-7167
12240190 +++++ UNITED HEALTHCARE INSURANCE COMPANY (PPO), 1 OPTUM CIR, EDEN PRAIRIE MN 55344-2956 address filed with court:,
United Healthcare Insurance Company (PPO), 11000 Optum Circle, Eden Prairie, MN 55344
12240196 +++++ UNITEDHEALTHCARE - CHOICE PLUS, 1 OPTUM CIR, EDEN PRAIRIE MN 55344-2956 address filed with court:,
UnitedHealthcare - Choice Plus, 11000 Optum Circle, Eden Prairie, MN 55344
12240197 +++++ UNITEDHEALTHCARE - OPTIONS PPO, 1 OPTUM CIR, EDEN PRAIRIE MN 55344-2956 address filed with court:, UnitedHealthcare
- Options PPO, 11000 Optum Circle, Eden Prairie, MN 55344
12240191 +++++ UNITEDHEALTHCARE INSURANCE COMPANY, 1 OPTUM CIR, EDEN PRAIRIE MN 55344-2956 address filed with court:,
UnitedHealthcare Insurance Company, 11000 Optum Circle, Eden Prairie, MN 55344
12240192 +++++ UNITEDHEALTHCARE INSURANCE COMPANY GROUP (CHO, 1 OPTUM CIR, EDEN PRAIRIE MN 55344-2956 address filed
with court:, UnitedHealthcare Insurance Company Group (Cho, 11000 Optum Circle, Eden Prairie, MN 55344
12240199 + US Foot and Ankle Specialists, 199 E. Montgomery Ave, STE 100, Rockville, MD 20850-2361
12240200 + USA Couriers, Inc., 1320 Centre St #202, Newton, MA 02459-2400
12240193 + UnitedHealthcare Insurance Company; Certifica, P.O. Box 1459, Minneapolis, MN 55440-1459
12240195 UnitedHealthcare Insurance Company; Group Pol, P.O. Box 1459, Minneapolis, MN 55440-1459
12240198 + University of Texas System, 210 W 7th Street, Austin, TX 78701-2903
12240201 + Utah CRO Services, Inc, 1960 S 4250 W, Salt Lake City, UT 84104-4836
12240210 + VMware Workspace ONE, 3401 Hillview Ave, Palo Alto, CA 94304-1320
12240203 + ValCom, 5614 Hollins Road, Roanoke, VA 24019-5056
12240206 + Velocity Clinical Research, Inc., 3590 9000 S, West Jordan, UT 84088-8865
12240208 + Vicente Planelles, 1931 S. Wyoming St, Salt Lake City, UT 84108-3237
12240209 + Vignya Devaraju, 607 W 2660 N, Lehi, UT 84043-3462
12240212 + Wendy Twardzik, 321 W 22nd Street, Apt 3A, New York, NY 10011-2610
12240213 + West Publishing Company, 610 Opperman Dr., Saint Paul, MN 55123-1340
12240215 + Willie Bogan, 1943 Rosecrest Dr., Oakland, CA 94602-2038
12240216 + Wirick, Emily, 3549 E Kings Cove Way, Salt Lake City, UT 84121-6007
12240218 + Workiva Inc., 100 Court Ave, Des Moines, IA 50309-2256
12240219 + Xpediant Solutions Group, Ltd., 5444 Westheimer Rd, STE 1000, Houston, TX 77056-5318
12240220 + Zachary Fisher, 2391 E 6895 S #21, Salt Lake City, UT 84121-3368
12240221 + Zerto, 27-43 Wormwood St, STE 530, Boston, MA 02210-1619
12240222 + Zift Interactive LLC, 1989 East 2nd Street, Brooklyn, NY 11223-2944
12239781 + bioMerieux, Inc., 100 Rofolphe St., Durham, NC 27712-9402
12240079 + nScript Inc., 12151 Research Pkwy, Orlando, FL 32826-2934

TOTAL: 409

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern

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Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
12239743	+ Email/Text: aleksandra.fish@AIG.com	Jan 27 2025 23:14:00	AIG, 175 Water Street, 18th Floor, New York, NY 10038-4969
12239794	+ Email/Text: lidenpodiatry@gmail.com	Jan 27 2025 23:14:00	Brock A Liden DPM, 210 Sharon Rd, STE A, Circleville, OH 43113-1498
12294402	+ Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com	Jan 27 2025 23:13:00	Cellco Partnership dba Verizon Wireless, William M. Vermette, 22001 Loudoun County Pkwy, Ashburn, VA 20147-6122
12239864	+ Email/Text: billing@docusign.com	Jan 27 2025 23:14:00	DocuSign, 221 Main St, STE 1550, San Francisco, CA 94105-1947
12239893	^ MEBN	Jan 27 2025 23:12:07	Fidelity Management Trust Company, 245 Summer Street, Boston, MA 02210-1133
12339292	Email/Text: BKBNCNotices@ftb.ca.gov	Jan 27 2025 23:14:00	Franchise Tax Board, Bankruptcy Section MS A340, PO Box 2952, Sacramento, CA 95812-2952
12240553	Email/Text: sbse.cio.bnc.mail@irs.gov	Jan 27 2025 23:14:00	Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346
12239983	Email/Text: bankruptcynotices@kent.edu	Jan 27 2025 23:14:00	Kent State University, 800 E. Summit St, Kent, OH 44240
12293600	Email/Text: DOREBN@DOR.STATE.MA.US	Jan 27 2025 23:13:00	Massachusetts Department of Revenue, Mass. Dept. of Revenue, Attn. Bankruptcy Unit, PO Box 7090, Boston, MA 02204-7090
12240038	+ Email/Text: chi.sales@mcmaster.com	Jan 27 2025 23:14:00	McMaster-Carr Supply Company, 600 N County Line Rd, Elmhurst, IL 60126-2081
12240048	+ Email/Text: celabnc@microsoft.com	Jan 27 2025 23:14:00	Microsoft, One Microsoft Way, Redmond, WA 98052-8300
12240064	+ Email/Text: accounting@nelsonlabs.com	Jan 27 2025 23:14:00	Nelson Laboratories, LLC, 6280 S. Redwood Rd, Salt Lake City, UT 84123-6600
12240167	Email/Text: _Credit&Collections@suburbanpropane.com	Jan 27 2025 23:14:00	Suburban Propane, 3245 2100 S, Salt Lake City, UT 84119
12511913	+ Email/Text: AGBankRevenue@ag.tn.gov	Jan 27 2025 23:14:00	TN Dept of Revenue, c/o TN Attorney General's Office, Bankruptcy Division, PO Box 20207, Nashville, Tennessee 37202-4015
12497945	+ Email/Text: AGBankRevenue@ag.tn.gov	Jan 27 2025 23:14:00	Tennessee Department of Revenue, TDOR c/o Attorney General, PO Box 20207, Nashville, TN 37202-4015
12240826	+ Email/Text: LAROBankruptcy@SEC.gov	Jan 27 2025 23:14:00	U.S. Securities and Exchange Commission, Attn: Bankruptcy Counsel, 444 South Flower Street, Suite 900, Los Angeles, CA 90071-2934
12240830	+ Email/Text: TXBANKRUPT@UTAH.GOV	Jan 27 2025 23:13:00	Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134-9000
12240835	Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com	Jan 27 2025 23:13:00	Verizon Wireless, PO Box 660 108, Dallas, TX 75266-0108
12240207	+ Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com	Jan 27 2025 23:13:00	Verizon Wireless, 1095 Avenue of the Americans, New York, NY 10036-6704
12240223	+ Email/Text: bankruptcy@zoom.us	Jan 27 2025 23:14:00	Zoom Video Communications Inc., 55 Almaden Blvd, 6th Floor, San Jose, CA 95113-1612

TOTAL: 20

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

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Recip ID	Bypass Reason	Name and Address
intp		Connor Group
intp		EisnerAmper
intp		Mark Lehman
intp		Murgitroyd
intp		Ned Swanson
intp		Panitch Schwarze Belisario & Nadel LLP
intp		Scalar LLC
12239758		Anderson, Nicholas
12239759		Anderson, Nicole
12239784		Blum, Anthony
12239789		Brandy Hill
12239819		China Smart IP, 1414, 14FL-1st Office Building , Henders, Jianguomennei Ave. Dongheng District, Beijing, PRC, 100005,
12239820		Chris Mismash
12239839		Cunningham
12239849		David Wellman
12239858		Devin OBrien-Coon
12239900		Frampton, Chad
12239916		Hashimoto, Peter
12239917		Haxhikadria
12239936		Jacob Rothwell
12239956		Jessica Shen
12240027		Matt Wunderli
12240051		Minnie Baylor-Henry
12240688		Nelson Mullins Riley & Scarborough LLP, 2 South Biscayne Blvd., 21st Floor, Attention: John F. Haley
12240087		Paul Dishman, MD
12240092		Peter Cohen
12240094		Phil Bunker
12240112		Raymond Jessen, 1407 E CHANDLER DRIVE
12240130		Ryan Mathis
12240136		Sanchez-DeVanny Eseverri, S.C., Jse Clemente, Nmero 335, piso 4., Colonia Valle Oriente,, 66269 San Pedro Garza Garca, N.L., Mex
12240170		Swanson, Edward
12240194		UnitedHealthcare Insurance Company; Group Pol
12240204		VanWagoner, Brett
12240205		VanWagoner, Casey
12240211		Volume Submitter Defined Contribution Plan (P
12240217		Wirick, Ryan
12239779	*+	BCG Acquisitions LLC, 537 W 600 S, STE 400, Salt Lake City, UT 84101-2253
12239948	*+	Jennifer Burdman, 32 Shipcarpenter Sq, Lewes, DE 19958-1246
12240619	*+	Limb Preservation Platform, Inc., 6215 Fresno St., Unit 108, Fresno, CA 93710-5267
12240041	*+	Medline Industries, Inc., 1820 S 5200 W, Salt Lake City, UT 84104-4706
12240757	*+	RyanTech, 3324 E Ray Rd, Higley, AZ 85236-4605
12240787	*+	Stephen Milner, 123 N Wright Brothers Drive, Salt Lake City, UT 84116-2838
12240202	*+	Utah CRO Services, Inc., 1960 S 4250 W, Salt Lake City, UT 84104-4836
12240842	*+	West Publishing Company, 610 Opperman Dr., Saint Paul, MN 55123-1340
intp	##+	Crowell & Moring LLP, Attn: Michael V. Blumenthal, 590 Madison Avenue, 20th Floor, New York, NY 10022-2544
12239752	##+	Amanda Stump, 427 E 2050 S, Bountiful, UT 84010-5331
12239765	##+	Annette Halloran, 3776 W FONTANA WAY J210, South Jordan, UT 84095-5575
12239766	##+	Anshu Gupta, 325 Cordova Street #132, Pasadena, CA 91101-4689
12239771	##+	Audrey Spence, 1759 E BLAINE AVENUE, Salt Lake City, UT 84108-2903
12239791	##+	Brigham Denson, 1986 West Celia Way, Layton, UT 84041-4911
12239793	##+	Brittany Hardy, 3121 S 8560 W, Magna, UT 84044-1722
12239798	##+	Caitlin Murphy, 4450 S Lemans Drive, Apt 105, Salt Lake City, UT 84124-2478
12239825	##+	Christopher Read, 787 East 4280 South, Salt Lake City, UT 84107-3045
12239842	##+	Dana Marranzini, 6258 S Barton Park Dr, West Jordan, UT 84081-4061
12239845	##+	Datatrak International, Inc., 5900 Landerbrook Dr., STE 170, Cleveland, OH 44124-4085
12239859	##+	Diane Gentile, 6106 Plover Meadow St., Lithia, FL 33547-4364
12239866	##+	Dustie Arnout, 4857 W Mountain View Circle, American Fork, UT 84003-9563
12239871	##+	Elizabeth Hartman, 3664 Oakrim Way, Salt Lake City, UT 84109-3834
12239876	##+	Emily Innis, 768 E 900 S, Apt 4, Salt Lake City, UT 84105-1243
12239879	##+	Equisolve, Inc., 2455 E Sunrise Blvd, Fort Lauderdale, FL 33304-3114
12239880	##+	Eric Chan, 500 E 13TH ST, APT 10, Vancouver, WA 98660-3314

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12239909	##+	Georgia Yalanis, 1733 E MURRAY HOLLADAY ROAD, APT C401, Salt Lake City, UT 84117-5396
12239911	##+	Greg Lockman, 8511 Young Rivers Court, Laurel, MD 20723-5894
12239922	##+	Ian Nicolosi, 7118 Sagebrush Way, Salt Lake City, UT 84121-4321
12239928	##+	Insight Designs Web Solutions, LLC, 2006 Broadway, STE 300, Boulder, CO 80302-5255
12239938	##+	James Cook, 2176 ROBIE HILL LANE, Salt Lake City, UT 84109-3301
12239939	##+	James Lodigiani, 143 Timberview Lane, Cohasset, MA 02025-1251
12239942	##+	Javier Guirola, 3050 Panther Drive, Unit 2821, Fort Worth, TX 76116-0641
12239945	##+	Jeff Ermold, 245 Copper Mountain Drive, Fenton, MO 63026-5681
12239955	##+	Jessica Francis, 1724 SOUTH 3720 WEST, Syracuse, UT 84075-9632
12239957	##+	Jessica Webb, 1235 E Wilmington Ave, Apt 313, Salt Lake City, UT 84106-4265
12239967	##+	Jon Marlinga, 1162 W Horseshoe Ave, Gilbert, AZ 85233-5266
12239969	##+	Jonathan Buckendorf, 470 S 1300 E, Apt. 404, Salt Lake City, UT 84102-4400
12239970	##+	Jorge Zalasar, 2423 West 6200 South, Taylorsville, UT 84129-2051
12239979	##+	Katherine Abdo, 4239 S. Lincoln Pines Ct., Salt Lake City, UT 84124-2767
12240003	##+	Linda McFarland, 3798-A Flora Vista Avenue, Santa Clara, CA 95051-4316
12240007	##+	Lon Tracy, 1243 E Brickyard Rd, Apt 145, Salt Lake City, UT 84106-5624
12240010	##+	Lynze Lenio, 1609 West Alpenglow Circle, Farmington, UT 84025-1401
12240035	##+	Matthew Sluetz, 8632 Sweetgum Dr, Magna, UT 84044-2737
12240057	##+	Nancy Bennett, 9057 S Quarry Bend Drive, Sandy, UT 84094-7723
12240058	##+	Natalie Kirk, 790 West 900 North, Apt 1127, North Salt Lake, UT 84054-2819
12240061	##+	Naveen Krishnan, 345 Harrison Ave, Apt 506, Boston, MA 02118-3065
12240102	##++++	PRATIMA LABROO, 10125 W DARTMOUTH PL UNIT 107, DENVER CO 80227-5644, address filed with court:, Pratima Labroo, 10125 W Dartmouth Place, Unit 7-107, Denver, CO 80227
12240109	##+	Rachel Decker-Male, 7265 South 2870 East, Salt Lake City, UT 84121-4213
12240123	##+	Robert Patterson, 601 Tesoro Ave, Olmito, TX 78575-9540
12240140	##+	Scott Addington, 4441 E Saint John Rd., Phoenix, AZ 85032-9246
12240145	##+	Sharon Whalen, 13 Mill Creek, Irvine, CA 92603-3416
12240146	##+	Sheena Dietz, 599 W Spacerama Dr, Salt Lake City, UT 84123-5749
12240160	##+	Stephanie Gamonet, 200 Biscayne Blvd Way 4213, Miami, FL 33131-2163
12240161	##+	Stephanie Roth, 1576 E. Palo Verde Way, #12, Salt Lake City, UT 84121-6499
12240171	##+	Tamie Scott, 4830 SOUTH 4580 WEST, Salt Lake City, UT 84118-5308
12240180	##+	Tony Medina, 5326 W COSMO PLACE, West Jordan, UT 84081-3856
12240182	##+	Tracy Morrison, 248 Senior Circle, Lompoc, CA 93436-1491

TOTAL: 36 Undeliverable, 8 Duplicate, 49 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 29, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 27, 2025 at the address(es) listed below:

Name	Email Address
Brian M. Rothschild	on behalf of Debtor PolarityTE MD Inc. brothschild@parsonsbehle.com, ecf@parsonsbehle.com;docket@parsonsbehle.com
Brian M. Rothschild	on behalf of Other Prof. Kurtzman Carson Consultants LLC brothschild@parsonsbehle.com, ecf@parsonsbehle.com;docket@parsonsbehle.com

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Brian M. Rothschild

on behalf of Debtor PolarityTE Inc., (a Nevada Corporation) (PTE-NV) brothschild@parsonsbehle.com,
ecf@parsonsbehle.com;docket@parsonsbehle.com

Brian M. Rothschild

on behalf of Debtor PolarityTE Inc. brothschild@parsonsbehle.com, ecf@parsonsbehle.com;docket@parsonsbehle.com

Darren B. Neilson

on behalf of Debtor PolarityTE Inc., (a Nevada Corporation) (PTE-NV) dneilson@parsonsbehle.com

Darren B. Neilson

on behalf of Debtor PolarityTE MD Inc. dneilson@parsonsbehle.com

Darren B. Neilson

on behalf of Debtor PolarityTE Inc. dneilson@parsonsbehle.com

Elaine A. Monson

on behalf of Creditor DJB Gas Services Inc. emonson@rqn.com, docket@rqn.com;jsears@rqn.com

Ellen E. Ostrow

on behalf of Interested Party Grander Acquisition LLC eostrow@foley.com,
ellen-ostrow-4512@ecf.pacerpro.com;docketflow@foley.com;geysa.peeler@foley.com

Gary M. Freedman

on behalf of Interested Party Grander Acquisition LLC gary.freedman@nelsonmullins.com,
sarah.castillo@nelsonmullins.com;francis.santelices@nelsonmullins.com

J. Thomas Beckett

on behalf of Debtor PolarityTE MD Inc. tbeckett@parsonsbehle.com, ecf@parsonsbehle.com;brothschild@parsonsbehle.com

J. Thomas Beckett

on behalf of Debtor PolarityTE Inc., (a Nevada Corporation) (PTE-NV) tbeckett@parsonsbehle.com,
ecf@parsonsbehle.com;brothschild@parsonsbehle.com

J. Thomas Beckett

on behalf of Debtor PolarityTE Inc. tbeckett@parsonsbehle.com, ecf@parsonsbehle.com;brothschild@parsonsbehle.com

James W. Anderson

on behalf of Creditor Denver Lough jwa@clydesnow.com gmortensen@clydesnow.com

Landon S. Troester

on behalf of Creditor Denver Lough lst@clydesnow.com rcondos@clydesnow.com

Megan K Baker

on behalf of Spec. Counsel Dorsey & Whitney LLP baker.megan@dorsey.com

Megan K Baker

on behalf of Debtor PolarityTE Inc. baker.megan@dorsey.com

Melinda Willden tr

on behalf of U.S. Trustee United States Trustee melinda.willden@usdoj.gov
James.Gee@usdoj.gov;Lindsey.Huston@usdoj.gov;Rinehart.Peshell@usdoj.gov;Rachelle.D.Hughes@usdoj.gov;Brittany.Dewitt
@usdoj.gov

Rachel A. Sternlieb

on behalf of Interested Party Grander Acquisition LLC rachel.sternlieb@nelsonmullins.com

Russell S. Walker

on behalf of Creditor Nikolai Sopko russellw@pearsonbutler.com sasha@pearsonbutler.com

United States Trustee

USTPRegion19.SK.ECF@usdoj.gov

TOTAL: 21