

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

Re Dkt. Nos. 1813, 1814 & 1815

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE that, as contemplated by the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [D.I. 1815] (together with all schedules and exhibits thereto, and as may be amended, modified or supplemented from time to time, the "Plan"), the Official Tort Claimants' Committee (the "TCC"), the Official Committee of Unsecured Creditors (the "UCC") and Tehum Care Services, Inc. (the "Debtor" and, together with the TCC and the UCC, the "Plan Proponents"), hereby file this plan supplement (the "Plan Supplement") with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following exhibits (in each case, as may be amended, modified, or supplemented from time to time), which are included in the Plan Supplement as follows:

- | | |
|------------------|--|
| Exhibit A | Schedule of Assumed Executory Contracts and Unexpired Leases |
| Exhibit B | Schedule of Retained Causes of Action |
| Exhibit C | Cooperation Agreement |
| Exhibit D | Settlement Payment Schedule |
| Exhibit E | Identity of the PI/WD Trustee and PI/WD Trust Advisory Committee |
| Exhibit F | Identity of GUC Trustee and GUC Trust Advisory Committee |
| Exhibit G | PI/WD Trust Agreement |
| Exhibit H | GUC Trust Agreement |

¹ The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.



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PLEASE TAKE FURTHER NOTICE that the Plan Proponents reserve all rights to amend, modify or supplement the Plan Supplement and any of the documents contained therein.

PLEASE TAKE FURTHER NOTICE that all exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Please note, however, these documents have not yet been approved by the Bankruptcy Court. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing to consider confirmation of the Plan, including the Plan Supplement (the “Confirmation Hearing”), has been scheduled for March 3, 2025, at 10:00 a.m. (CT).

PLEASE TAKE FURTHER NOTICE that copies of the Plan and the Plan Supplement, as well as other documents filed in these Chapter 11 Cases, may be obtained (a) for a nominal fee from the Bankruptcy Court’s electronic docket for the Debtor’s Chapter 11 Case at <https://ecf.txsb.uscourts.gov> (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or (b) free of charge by accessing the Debtor’s case website maintained by the Solicitation Agent, <https://veritaglobal.net/tehum>.

Respectfully submitted this 7th day of February, 2025.

/s/ Eric R. Goodman

David J. Molton (*pro hac vice*)

Eric R. Goodman (*pro hac vice*)

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- and -

/s/ Michael W. Zimmerman

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*Counsel to the Debtor and Debtor in
Possession*

Certificate of Service

The undersigned hereby certifies that, on the 7th day of February 2025, he caused a true and correct copy of the foregoing document to be served on all parties who have subscribed for electronic notice via the Court's CM-ECF Notification System.

/s/ Eric R. Goodman

Eric R. Goodman

EXHIBIT A

ASSUMED AND ASSIGNED CONTRACTS

Exhibit A**Assumed and Assigned Contracts**

Debtor	Contract Counterparty	Address	Description
Tehum Care Services, Inc.	Synergi Partners, Inc.	151 W. Evans Street, Florence, SC, 29501	ERC Tax Consultant
Tehum Care Services, Inc.	Sigma Risk Management, LLC	1528 56 th Street, Suite 2000, Brooklyn, NY, 11219	Litigation Management and Claims Handling

EXHIBIT B

RETAINED CAUSES OF ACTION

EXHIBIT B

RETAINED CAUSES OF ACTION

Retained Causes of Action include, without limitation, all avoidance actions pursuant to 11 U.S.C. § 544, actions to avoid preferences pursuant to 11 U.S.C. § 547, fraudulent transfer actions pursuant to 11 U.S.C. § 548, any actions for post-petition transfers pursuant to 11 U.S.C. § 549, all transfers described in Sections II.C-D of the Disclosure Statement, and all actions described in Article I.A.127 and Article IV.J of the Plan and Article III.A.9 of the Disclosure Statement, except to the extent such actions have been released pursuant to the Plan, subject to Article IV.B.9 of the Plan. As outlined in the Disclosure Statement, specific Retained Causes of Action that have been identified include actions against Non-Released Parties such as James Gassenheimer, Charles Gassenheimer, James Hyman, Michael Flacks, and Flacks Group LLC.

Pursuant to Article IV.B.9, if the Settlement Payment is not paid in full, or if any portion of the Settlement Payment is clawed back and not promptly replaced upon demand, the Release of Estate Causes of Action against the Released Parties becomes void and the Estate Causes of Action against the Released Parties become Retained Causes of Action.

Released Causes of Action are defined in Article IV.B.9 and Article IX.C of the Plan. They include, without limitation, avoidance actions arising out of potential fraudulent transfers or preferential transfers made to M2 LoanCo, avoidance actions arising out of potential fraudulent transfers or preferential transfers made to Geneva, avoidance actions arising out of transfers to a third-party vendor to benefit non-debtor Perigrove 1018-related parties, and potential avoidance actions arising out of the May 2022 Divisional Merger.

EXHIBIT C

COOPERATION AGREEMENT

COOPERATION AGREEMENT

In connection with the *Joint Chapter 11 Plan of The Tort Claimants' Committee, Official Committee of Unsecured Creditors and the Debtor*, dated as of November 13, 2024, as the same may from time to time be amended or modified and as confirmed by order of the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Plan**¹"), this agreement ("**Agreement**"²) is made, effective as of the Effective Date of the Plan, by and among (i) the GUC Trust (the "**GUC Trust**") and personal injury or wrongful death trust (the "**PI/WD Trust**") (each a "**Party**" or collectively the "**Parties**" or the "**Trusts**"). Consistent with the Trust Distribution Procedures, the Parties hereby execute this Agreement which governs the Retained Causes of Action and other joint assets to be received by and administered by the Trusts under the Plan.

RECITALS

WHEREAS, the GUC Trust's purpose is to assume responsibility for Channeled GUC Trust Claims and, among other things: (1) to hold, preserve, maximize, and administer the GUC Trust Assets, (2) to liquidate the GUC Trust Assets, and (3) to administer, process, settle, resolve, liquidate, satisfy, and pay all Allowed Channeled GUC Trust Claims in a fair, consistent, and equitable manner in accordance with the terms of the GUC Trust Documents and the Plan. The GUC Trust shall also have responsibility for the Retained Causes of Action (on behalf of itself and its beneficiaries as well as on behalf of the PI/WD Trust and its beneficiaries), subject to the provisions and consent rights of the PI/WD Trust, as set forth in Article IV, subsection J of the Plan, with the net proceeds of such Retained Causes of Action to be split between the PI/WD Trust and the GUC Trust on a 50/50 basis.

WHEREAS, the PI/WD Trust's purpose is to assume responsibility for Channeled PI/WD Trust Claims, maximize the value of the PI/WD Insurance Action Recoveries, pursue the Retained PI/WD Trust Causes of Action, and, among other things: (1) to hold, preserve, maximize, and administer the PI/WD Trust Assets, (2) to liquidate the PI/WD Trust Assets, and (3) to administer, process, settle, resolve, liquidate, satisfy, and pay all Allowed Channeled PI/WD Trust Claims in a fair, consistent, and equitable manner in accordance with the terms of the PI/WD Trust Documents and the Plan. The PI/WD Trust shall also have rights with respect to the Retained Causes of Action, subject to the provisions and consent rights of the PI/WD Trust, as set forth in Article IV, subsection J of the Plan, with the net proceeds of such Retained Causes of Action to be split between the PI/WD Trust and the GUC Trust on a 50/50 basis.

WHEREAS, Article IV, subsection J of the Plan contemplates that a Cooperation Agreement will be executed by and between the GUC Trust and the PI/WD Trust to provide for the process whereby (i) the GUC Trustee (in its own capacity and as agent for the GUC Trust) may pursue Retained Causes of Action on behalf of the GUC Trust and the PI/WD Trust, and (ii) Retained Causes of Action may be commenced, prosecuted, and settled by the GUC Trust, with the prior written consent of the PI/WD trust; and (iii) the net proceeds of such Retained Causes of Action will be split between the PI/WD Trust and the GUC Trust on a 50/50 basis. Subject to the Plan, and this Agreement, the GUC Trust shall retain and shall have, including through its authorized agents or

¹ See D.I. 1815.

² All capitalized terms not defined herein shall have their respective meanings as set forth in the Plan. See D.I. 1815. For the avoidance of doubt, any provision herein that conflicts with the Plan, the meaning set forth in the Plan shall control. *Id.*

representatives, the right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

WHEREAS, in consideration of the above-stated premises, the mutual covenants contained herein, and for good and valuable consideration, the Parties agree as follows:

ARTICLE I DUTIES OF THE TRUST

Section 1.1. On and after the Effective Date, the GUC Trustee (in its own capacity and as agent for the PI/WD Trust), may pursue Retained Causes of Action on behalf of the GUC Trust and the PI/WD Trust. Retained Causes of Action may be commenced, prosecuted, and settled by the GUC Trust, with the prior written consent of the PI/WD Trust, with the net proceeds of such Retained Causes of Action be split between the PI/WD Trust and the GUC Trust on a 50/50 basis. The GUC Trust shall be required to obtain the written consent of the PI/WD Trust for any material matter, including the filing, prosecution, enforcement, abandonment, settlement, compromise, release, withdrawal, or litigation to judgment of the Retained Causes of Action which could affect the PI/WD Trust.

Section 1.2. The PI/WD Trustee and the GUC Trustee shall confer in good faith regarding (i) the retention of professionals to represent the GUC Trust (in its own capacity and as agent for the PI/WD Trust) with respect to the Retained Causes of Action on behalf of the Trusts, and (ii) all matters relating to the administration of the Retained Causes of Action; *provided, however*, notwithstanding the foregoing, the GUC Trust shall be required to obtain the written consent of the PI/WD Trust for any material matter, including the filing, prosecution, enforcement, abandonment, settlement, compromise, release, withdrawal or litigation to judgment of the Retained Causes of Action, which could affect the PI/WD Trust.

ARTICLE II MUTUAL EXCHANGE OF DOCUMENTS

Section 2.1. On or before the date that is ninety (90) days after the Effective Date, which may be extended by agreement of the Trusts (the period ending on such date, the “**Transfer Period**”), the PI/WD Trust agrees to use commercially reasonable efforts to collect, copy, transfer, and/or assign to the GUC Trust in an agreed upon format, following a reasonable search, all documents, in its possession, custody and control (the “**PI/WD Documents**”) requested by the GUC Trustee needed to effectuate the GUC Trust and to prosecute the Retained Causes of Action. On or before Transfer Date the GUC Trust agrees to use commercially reasonable efforts to collect, copy, transfer, and/or assign to the PI/WD Trust in an agreed upon format, following a reasonable search, all documents, in its possession, custody and control (the “**GUC Documents**”) requested by the PI/WD Trustee needed to effectuate the PI/WD Trust.

Section 2.2. On or before thirty (30) days after the Transfer Period (the “**Notice Date**”), the Trustees shall identify any PI/WD Documents and GUC Documents reasonably necessary for the prosecution of the Retained Causes of Action (collectively the “**Documents**”). The Documents shall be collected and preserved by the respective custodian, the GUC Trustee and the PI/WD Trustee prior

to the Effective Date, *provided however*, that if the PI/WD Trustee determines that the PI/WD Documents are no longer necessary to be preserved for any purpose other than the prosecution of the Retained Causes of Action, the PI/WD Trustee shall have the option to transfer the PI/WD Documents to the GUC Trustee and will have no further obligation to preserve such documents. As soon as practicable after the Effective Date, the GUC Trustee and the PI/WD Trustee shall use commercially reasonable efforts to enter into written agreements to pay the reasonable expenses related to the review, production and/or storage of the Documents with each Trust bearing the cost of its own Documents. To the extent that the GUC Trustee and the PI/WD Trustee are unable to reach agreement, the Trustees will work together to select an alternative custodian or custodians to maintain the Documents. In the interim, all the Documents will be preserved.

Section 2.3. Until the transfer of the Documents from the PI/WD Trust to the GUC Trust is complete and vice versa (for the avoidance of doubt this means the PI/WD Trust to the GUC Trust), the Trusts shall preserve, or cause to be preserved, the Documents. After the transfer of the Documents from the GUC Trust to the PI/WD Trust and vice versa (for the avoidance of doubt this means the PI/WD Trust to the GUC Trust), the Trusts are no longer obligated to preserve the Documents.

Section 2.4. Notwithstanding anything to the contrary herein, the GUC Trust, and PI/WD Trust, shall not be required, except by order of an appropriate court, to produce or make available for inspection:

- a. any information that is subject to a valid privilege that is not shared by the each respective Trust; and
- b. any information that the GUC Trustee and PI/WD Trustee are under a legal obligation, including due to personal privacy issues of an employee or contractual obligation, to refrain from providing to a third party absent subpoena or formal discovery request, whether or not privileged.

Section 2.5. The GUC Trust shall use the Documents that are provided to the PI/WD Trust subject to any third-party confidentiality obligations, solely for the purposes of (a) commencing, prosecuting, and settling all Retained GUC Trust Causes of Action; (b) to administer, object to, and settle GUC Trust Claims; (c) dispose of GUC Trust Assets, (d) make distributions to Holders of Allowed GUC Trust Claims in accordance with the Plan and the GUC Trust Agreement, including the GUC Trust Distribution Procedures; and (d) carry out the provisions of the Plan relating to the GUC Trust and the GUC PI/WD Trust Claims.

The PI/WD Trust shall use the Documents that are provided to the GUC Trust subject to any third-party confidentiality obligations, solely for the purposes of the following: the PI/WD Trust will have the exclusive authority and power to: among other things, (a) administer, object to, and settle Channeled PI/WD Trust Claims; (b) dispose of PI/WD Trust Assets, (c) make distributions to Holders of Allowed Channeled PI/WD Trust Claims in accordance with the Plan and the PI/WD Trust Agreement, including the PI/WD Trust Distribution Procedures; and (d) carry out the provisions of the Plan relating to the PI/WD Trust and the Channeled PI/WD Trust Claims, including commencing, prosecuting, and settling all Retained PI/WD Trust Causes of Action for the benefit Holders of Channeled PI/WD Trust Claims.

Section 2.7. After the Effective Date, Documents shall be held by the respective Trusts. For the avoidance of doubt, the Trusts' possession of the Documents shall not result in the destruction or waiver of any applicable privileges.

Section 2.8. In the event of a dispute between the Trusts during or after the Transfer Period regarding whether any document should be produced to the respective Trusts, or whether any information is subject to Section 1.4, such dispute shall be fully and finally resolved by a special discovery master mutually selected and agreed upon by the Trusts. If the Parties cannot agree on the selection of a special discovery master, the Trusts shall petition the Bankruptcy Court or other court of competent jurisdiction to have one appointed with each Trust bearing its own costs. If the dispute relates to the assertion of common interest privilege shared with a third-party, then the party asserting this privilege will notify the third-party of the dispute as soon as reasonably possible and the third-party will be permitted to join in defending the privilege as part of the dispute resolution process. The special discovery master's fee and all costs incurred by a special discovery master in connection with resolving a dispute under this Section 1.8 shall be paid by the losing party with the losing party determined by the Court.

ARTICLE III PRODUCTION OF DOCUMENTS IN RESPONSE TO A SUBPOENA OR COURT ORDER

Section 3.1. To the extent a formal or informal document request, subpoena, or other demand for production of Documents related to a Retained Cause of Action and/or Estate Cause of Action is served upon the Debtor by any party in an action in which the Trust is a named party and the Trust is in possession, custody, or control of all or part of the responsive documents, the GUC Trust shall undertake to produce such documents instead of the Debtor upon written request to the GUC Trust by the Debtor, as applicable. The GUC Trust shall bear the costs and expenses associated with such production. Notwithstanding the foregoing, in the event that a Trustee requests production of documents from working files of Committee or Debtor professionals, the Trustee shall be responsible for reimbursing the responding professionals for reasonable and necessary fees and expenses incurred in responding to such request.

ARTICLE IV MISCELLANEOUS

Section 4.1. Preservation of Privileges and Defenses.

- a. Any attorney-client privilege, work-product privilege, common-interest communications with Insurance Companies, protection, or privilege granted by joint defense, common interest, and/or other privilege or immunity of the Debtor relating, in whole or in part, to any Channeled GUC Trust Claim which was previously transferred to and vested in the GUC Trust shall remain effective. The transfers or assignment of any privileged information will vest solely in the GUC Trust and not the GUC TAC, any other Person, committee, or subcomponent of the GUC Trust, or any Person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Channeled GUC Trust Claim.

- b. Any attorney-client privilege, work-product privilege, common-interest communications with Insurance Companies, protection, or privilege granted by joint defense, common interest, and/or other privilege or immunity of the Debtor relating, in whole or in part, to any Channeled PI/WD Trust Claim which was previously transferred to and vested in the PI/WD Trust shall remain effective. The transfers or assignment of any privileged information will vest solely in the PI/WD Trust and not the TAC, any other Person, committee, or subcomponent of the PI/WD Trust, or any Person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Channeled PI/WD Trust Claim.
- c. Any privilege held by either Trust or Trustee] shall not be waived without the prior written consent of the other Party.
- d. The transfer or assignment of any privileged information to the Trustees shall not result in the destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any such privileges: (a) they are transferred to or contributed for the purpose of enabling the Trustee to perform his or her duties to administer the Trust; (b) they are vested solely in the Trustee, on behalf of the Trust, and not in the TAC, or any other person, committee or subcomponent of the Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Trust Claim; and (c) the Trustee shall keep, handle and maintain such privileged information. Notwithstanding the foregoing, nothing shall preclude the Trustee from providing privileged information to any insurance company as necessary to preserve, secure, or obtain the benefit of any rights under any insurance policy.
- e. To the extent the Parties inadvertently transfer to the Trusts any documents to which a privilege or immunity attaches or which the Parties contend are exempted from being provided pursuant to Article I of this Agreement (an “**Inadvertently Provided Document**”), the Parties may, in writing following actual discovery of such inadvertent production, request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the document inadvertently provided and the basis for withholding such document from production. If the Parties request the return, pursuant to this paragraph, of any Inadvertently Provided Document then in the custody of the Trust, the Trust shall within ten (10) business days (a) return or destroy the Inadvertently Provided Document and all copies thereof; (b) undertake reasonable measures to obtain or confirm the destruction of any copies it produced to other parties, and (c) destroy all notes or other work product reflecting the content of such Inadvertently Provided Document. The Trust may challenge such request in accordance with Section 1.8, but shall not contend that the provision of the document constituted a waiver of any applicable privilege or immunity.

Section 4.2. Confidentiality. Documents submitted to the Trusts by a Claimant are for the sole benefit of the Trusts and not third parties or defendants. The Trusts will preserve the

confidentiality of such Claimant submissions and shall be governed by the confidentiality obligations of their respective Trust Agreements and TDPs as to any documents submitted by a Claimant.

Section 4.3. Prohibition of Document Creation. Nothing in this Agreement shall require any Party or any third party to create any new documents or to compile or organize any data contained in existing documents into any new documents.

Section 4.4. Duty to Cooperate. The Parties agree to cooperate reasonably and share information as necessary and appropriate to facilitate insurance billing by any of the Parties hereto, or the resolution of any insurance-related dispute, subject to appropriate protections for confidential information. The Party seeking such information shall pay the other Party's (or Parties') reasonable expenses; *provided, however*, that if any other provision of this Agreement requires any other party to provide such information at their own expense, then such other provision shall control.

Section 4.5. Expenses and Net Proceeds for Retained Causes of Action. The PI/WD Trust shall not be required to advance any expenses associated with the GUC Trustee's pursuit of Retained Causes of Action without prior written consent of the PI/WD Trustee or the PI/WD TAC. The proceeds of Retained Causes of Action shall, before being distributed to the GUC Trust and the PI/WD Trust, be allocated towards any and all fees, expenses, and any other costs associated with the pursuit, commencement, prosecution, or settlement of any Retained Causes of Action incurred by the GUC Trust and any professionals retained by the GUC Trust in connection with pursuit of such Retained Causes of Action, including legal fees and expenses (the "**Retained Causes of Action Professional Costs**"). Any proceeds of Retained Causes of Action, after having fully paid any and all Retained Causes of Action Professional Costs (the "**Net Proceeds**"), shall be distributed to the GUC Trust and the PI/WD Trust equally and on a 50/50 basis pursuant to the provisions of the Plan, and such Net Proceeds shall constitute the 50% interest in the proceeds of the Retained Causes of Action that is an asset allocated to the GUC Trust and the PI/WD Trust pursuant to the Plan.

Section 4.6. [RESERVED]

Section 4.7. Consultation & Consent.

- a. The GUC Trustee shall consult with the PI/WD Trustee on decisions involving the pursuit of Retained Causes of Action, provide the PI/WD Trustee with at least quarterly updates and respond to reasonable inquiries and requests for information from the PI/WD Trustee.
- b. The GUC Trustee shall obtain the written consent of the PI/WD Trustee prior to: (i) filing a complaint with respect to the Retained Cause of Action; (ii) abandoning a Retained Cause of Action; or (iii) entering into a settlement of a Retained Cause of Action.

Section 4.8. Notices. All notices, requests, or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be effective when either served by hand delivery, electronic mail, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below, or to such other address or addresses as any Party may later specify by written notice to the other Parties:

- a. To TAC (PI/WD Trust):
- b. To the GUC Trustee (GUC Trust):

Section 4.9. Effectiveness. This Agreement shall become effective on the Effective Date of the Plan.

Section 4.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 4.11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to any Delaware conflict of law principles that would result in the application of laws of any other jurisdiction.

Section 4.12. Consent to Jurisdiction. The Parties mutually agree that, as relates to the Parties' obligations under this Agreement, the Bankruptcy Court, or the District Court after all of the Debtors' chapter 11 cases are closed, shall retain jurisdiction over all matters regarding the interpretation, implementation, and enforcement of this Agreement and the Parties consent to personal jurisdiction and venue in the Bankruptcy Court, or the District Court after all of the Debtors' chapter 11 cases are closed.

Section 4.13. Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless doing so would alter the fundamental agreements expressed in this Agreement, and to such end, the provisions of this Agreement are agreed to be severable.

Section 4.14. No Partnership Agreement. Nothing contained in this Agreement shall create or be deemed to create an employment, agency, fiduciary, joint venture, or partnership relationship between any of the Parties, on the one hand, or any of such other Parties' employees, on the other hand.

Section 4.15. No Waiver. The Parties agree that no failure or delay by any Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, and that no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any right, power, and privilege hereunder.

Section 4.16. Entire Agreement. This Agreement and the Plan contain the entire agreement of the Parties concerning the subject matter hereof and supersede all prior representations and agreements between or among the Parties as to such subject matter. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by the Parties.

Section 4.17. Authorization. Each of the undersigned individuals represents and warrants that he/she has the power and authority to enter into this Agreement and bind their respective companies or trust as its authorized representatives.

Section 4.18. Titles. The section titles used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Agreement.

Section 4.19. Binding Effect. The Parties agree that this Agreement is for the benefit of and shall be binding upon the Parties and their respective representatives, transferees, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective representatives thereunto duly authorized as of the Effective Date of the Plan.

TRUSTEE:

DELAWARE TRUSTEE:

TAC MEMBER:

TAC MEMBER:

TAC MEMBER:

TAC MEMBER:

TAC MEMBER:

TAC MEMBER:

EXHIBIT D

SETTLEMENT PAYMENT SCHEDULE

Tehum Care Services, Inc.

Case No. 23-90086

Settlement Payment Schedule

Month	Payment Date	Principal Payment	Interest Rate	Remain Principal	Interest	Principal + Interest
On of Before ED	3/15/2025	\$2,000,000	6%	\$48,000,000	\$0	\$2,000,000
ED + 1	4/15/2025	3,500,000	6%	44,500,000	240,000	3,740,000
ED + 2	5/15/2025	3,000,000	6%	41,500,000	222,500	3,222,500
ED + 3	6/15/2025	1,500,000	6%	40,000,000	207,500	1,707,500
ED + 4	7/15/2025	1,500,000	6%	38,500,000	200,000	1,700,000
ED + 5	8/15/2025	1,500,000	6%	37,000,000	192,500	1,692,500
ED + 6	9/15/2025	1,500,000	6%	35,500,000	185,000	1,685,000
ED + 7	10/15/2025	1,500,000	6%	34,000,000	177,500	1,677,500
ED + 8	11/15/2025	1,500,000	6%	32,500,000	170,000	1,670,000
ED + 9	12/15/2025	1,500,000	6%	31,000,000	162,500	1,662,500
ED + 10	1/15/2026	1,500,000	6%	29,500,000	155,000	1,655,000
ED + 11	2/15/2026	1,500,000	6%	28,000,000	147,500	1,647,500
ED + 12	3/15/2026	1,500,000	6%	26,500,000	140,000	1,640,000
ED + 13	4/15/2026	1,500,000	6%	25,000,000	132,500	1,632,500
ED + 14	5/15/2026	1,500,000	6%	23,500,000	125,000	1,625,000
ED + 15	6/15/2026	1,500,000	6%	22,000,000	117,500	1,617,500
ED + 16	7/15/2026	1,500,000	6%	20,500,000	110,000	1,610,000
ED + 17	8/15/2026	1,500,000	6%	19,000,000	102,500	1,602,500
ED + 18	9/15/2026	1,500,000	6%	17,500,000	95,000	1,595,000
ED + 19	10/15/2026	1,500,000	6%	16,000,000	87,500	1,587,500
ED + 20	11/15/2026	1,500,000	6%	14,500,000	80,000	1,580,000
ED + 21	12/15/2026	1,500,000	6%	13,000,000	72,500	1,572,500
ED + 22	1/15/2027	1,500,000	6%	11,500,000	65,000	1,565,000
ED + 23	2/5/2027	1,500,000	6%	10,000,000	57,500	1,557,500
ED + 24	3/15/2027	1,500,000	6%	8,500,000	50,000	1,550,000
ED + 25	4/15/2027	1,500,000	6%	7,000,000	42,500	1,542,500
ED + 26	5/15/2027	1,500,000	6%	5,500,000	35,000	1,535,000
ED + 27	6/15/2027	1,500,000	6%	4,000,000	27,500	1,527,500
ED + 28	7/15/2027	1,500,000	6%	2,500,000	20,000	1,520,000
ED + 29	8/15/2027	1,500,000	6%	1,000,000	12,500	1,512,500
ED + 30	9/15/2027	1,000,000	6%	-	5,000	1,005,000
Total		\$50,000,000			\$3,437,500	\$53,437,500

EXHIBIT E

IDENTITY OF PI/WD TRUSTEE AND
PI/WD TRUST ADVISORY COMMITTEE

EXHIBIT E

IDENTITY OF PI/WD TRUSTEE AND
PI/WD TRUST ADVISORY COMMITTEE

PI/WD Trustee:

Michael Zimmerman
BERRY RIDDELL LLC
6750 E. Camelback Road, Suite 100
Scottsdale, Arizona 85251
Office: 480-682-3914
Email: mz@berryriddell.com

PI/WD Trust Advisory Committee:

Aanda Slocum
Elizabeth Frederick
Henry Snook

EXHIBIT F

IDENTITY OF GUC TRUSTEE AND
GUC TRUST AND ADVISORY COMMITTEE

EXHIBIT F

**IDENTITY OF GUC TRUSTEE AND
GUC TRUST ADVISORY COMMITTEE**

GUC Trustee:

Matthew J. Dundon
DUNDON ADVISERS LLC
10 Bank Street, Suite 1100
White Plains, NY 10606
Telephone: (914) 341-1188
Email: md@dundon.com

GUC Trust Advisory Committee

David Barton
Denny Hamilton
Third Member to be Identified in Forthcoming Supplement

EXHIBIT G

PI/WD Trust Agreement

TEHUM PERSONAL INJURY SETTLEMENT TRUST AGREEMENT

DATED AS OF [], 2025

**PURSUANT TO THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF THE
TORT CLAIMANTS' COMMITTEE, OFFICIAL COMMITTEE OF UNSECURED
CREDITORS, AND DEBTOR FOR TEHUM CARE SERVICES, INC.**

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TEHUM PERSONAL INJURY SETTLEMENT TRUST AGREEMENT

This Tehum Personal Injury Settlement Trust Agreement (this “**Trust Agreement**”), dated as of [], 2025, and effective as of the Effective Date, is entered in accordance with the *Joint Chapter 11 Plan of Reorganization of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor for Tehum Care Services, Inc.*, dated [], 2024 (as it may be amended, modified, or supplemented, the “**Plan**”),¹ by Tehum Care Services, Inc. (the “**Debtor**”); Mr. Michael Zimmerman as trustee (together with any successor serving in such capacity, the “**Trustee**”); [] as the Delaware Trustee (together with any successor serving in such capacity, the “**Delaware Trustee**”); and the members of the Trust Advisory Committee who are the individuals further identified on the signature pages here (together with any successors serving in such capacity, the “**TAC**”).

RECITALS

(A) Contemporaneously with the execution of this Trust Agreement, Debtor will have reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case filed in the United States Bankruptcy Court for the Southern District of Texas (“**Bankruptcy Court**”), administered and known as *In re: Tehum Care Services, Inc.*, Case No. 23-90086 (CML) (the “**Chapter 11 Case**”).

(B) Debtor is executing this Trust Agreement in its capacity as Settlor to implement the Plan and to create the PI/WD Trust (the “**Trust**”) for the benefit of the holders of Channeled PI/WD Claims and Channeled Indirect PI/WD Claims (collectively, the “**Trust Claims**”).

(C) The Confirmation Order has been entered by the Bankruptcy Court and is in full force and effect.

(D) The Plan and Confirmation Order provide, among other things, for the creation of the PI/WD Trust to satisfy the Trust Claims in accordance with this Trust Agreement, the Plan and the Confirmation Order.

(E) The Bankruptcy Court held in the Confirmation Order that all the prerequisites for the Channeling Injunction have been satisfied, and such Channeling Injunction is fully effective and enforceable as provided in the Plan and Confirmation Order with respect to the Trust Claims.

(F) The Plan and Confirmation Order provide that, on the Effective Date and continuing thereafter until fully funded in accordance with the Plan, the Aggregate Settlement Consideration (as defined in Section 1.3), as described in **Exhibit 1** shall be transferred to and vested in the Trust free and clear of all liens, encumbrances, charges, claims, interests or other

¹ All capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Plan or in the Confirmation Order, as applicable, or, if not defined therein, as set forth in the TDPs (as defined in Section 1.2 below).

liabilities of any kind of the Debtor or its affiliates, any creditor or any other entity, other than as provided in the Channeling Injunction with respect to the Trust Claims.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. AGREEMENT OF TRUST

Section 1.1 *Creation and Name.* There is hereby created a trust known as the “**Tehum Personal Injury Settlement Trust**” which is the PI/WD Trust provided for and referred to in the Plan. The Trustee may transact the business and affairs of the Trust in the name of the Tehum Personal Injury Settlement Trust and references herein to the Trust shall include the Trustee acting on behalf of the Trust. It is the intention of the parties hereto that the Trust created hereby constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. §§ 3801 *et seq.* (the “**Act**”) and that the Confirmation Order, the Plan and this Trust Agreement, including the Exhibits hereto (the Confirmation Order, the Plan and this Trust Agreement, including all Exhibits hereto, which includes the TDPs as defined in Section 1.2 below, collectively, the “**Trust Documents**”), constitute the governing instruments of the Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**.

Section 1.2 *Purposes.* The purposes of the PI/WD Trust shall be to assume responsibility for Channeled PI/WD Trust Claims, maximize the value of the PI/WD Insurance Action Recoveries, pursue the Retained PI/WD Trust Causes of Action, and, among other things: (1) to hold, preserve, maximize, and administer the PI/WD Trust Assets, (2) to liquidate the PI/WD Trust Assets, and (3) to administer, process, settle, resolve, liquidate, satisfy, and pay all Allowed Channeled PI/WD Trust Claims in a fair, consistent, and equitable manner in each case in accordance with the Trust Distributions Procedures for Personal Injury Claims attached hereto as **Exhibit 3** (the “**TDPs**”). The PI/WD Trust shall also have rights with respect to the Retained Causes of Action, subject to the provisions and consent rights of the PI/WD Trust, as set forth in **Article IV.J** of the Plan, with the net proceeds of such Retained Causes of Action to be split between the PI/WD Trust and the GUC Trust on a 50/50 basis. For the avoidance of doubt, all Channeled PI/WD Claims and Channeled Indirect PI/WD Claims asserted against the Debtor in the Chapter 11 Case shall be resolved exclusively in accordance with the TDPs.

Section 1.3 *Transfer of Assets.* Pursuant to the Plan, on the Effective Date, the Trust will receive and hold all right, title and interest in and to the consideration described in Article IV.D of the Plan and set forth on **Exhibit 1** hereto (the “**Aggregate Settlement Consideration**” and together with any income or gain earned thereon and proceeds derived therefrom, collectively, the “**Trust Assets**”).² The Aggregate Settlement Consideration shall be transferred to the Trust free and clear

² **Exhibit 1** shall identify: All Assets and Estate Assets allocated to the PI/WD Trust pursuant to the PI/WD Trust Agreement and the Plan, as applicable, and in each case, as amended, supplemented, restated, or otherwise modified from time to time, including: (a) 50% of the Settlement Payments; (b) 50% of the ERC Fund; (c) 50% interest in the Retained Causes of Action and the proceeds thereof; (d) Retained PI/WD Trust Causes of Action; (e) the PI/WD Insurance Assignment; (f) the PI/WD Data Transfer; (g) 50% of the Debtor’s remaining Assets, including Cash, (h) any other funds or Assets

of any liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or its affiliates, any creditor or any other person or entity, other than as provided in the Channeling Injunction with respect to the Trust Claims. The Debtor shall execute and deliver such documents to the Trust as the Trustee reasonably requests to transfer and assign any assets comprising all or a portion of the Aggregate Settlement Consideration to the Trust.

Section 1.4 Acceptance of Assets.

(a) In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer to the Trust of the Aggregate Settlement Consideration, subject to the terms of the Trust Documents. The Trust shall succeed to all of the Debtor's respective right, title, and interest, including all legal privileges, in the Aggregate Settlement Consideration and neither the Debtor nor any other person or entity transferring such Aggregate Settlement Consideration will have any further equitable or legal interest in, or with respect to, the Trust Assets, including the Aggregate Settlement Consideration, or the Trust.

(b) Except as otherwise provided in the Plan, Confirmation Order or Trust Documents, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Trust Claims that the Debtor had or would have had under applicable law.

(c) No provision herein or in the TDPs shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a "qualified settlement fund" under Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (as the same may be amended from time to time, the "**IRC**") (the "**QSF Regulations**").

(d) Nothing in this Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction or other terms of the Plan or Confirmation Order.

(e) In this Trust Agreement and the TDPs, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

Section 1.5 Receipt of Proceeds. The proceeds of any sale of Trust Assets or recoveries from any litigation or claims of the Trust will be deposited in the Trust's accounts and become the property of the Trust.

Section 1.6 Beneficiaries.

(a) The beneficial owners (within the meaning of the Act) of the Trust shall be the holders of allowable Trust Claims ("**Allowed Trust Claims**") (the "**Beneficiaries**").

allocated to the PI/WD Trust under the Plan; and (i) any income, profits, gains, and proceeds realized, received, or derived from PI/WD Trust Assets.

(b) The Beneficiaries shall be subject to the terms of this Trust Agreement and Trust Documents, including without limitation, the TDPs.

Section 1.7 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction with respect to the Trust; provided, however, the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the Trust.

Section 1.8 Privileged and Confidential Information. The transfer or assignment of any privileged information to the Trustee shall not result in the destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any such privileges: (a) they are transferred to or contributed for the purpose of enabling the Trustee to perform his or her duties to administer the Trust; (b) they are vested solely in the Trustee, on behalf of the Trust, and not in the TAC, or any other person, committee or subcomponent of the Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Trust Claim; and (c) the Trustee shall keep, handle and maintain such privileged information. Notwithstanding the foregoing, nothing shall preclude the Trustee from providing privileged information to any insurance company as necessary to preserve, secure, or obtain the benefit of any rights under any insurance policy.

Section 1.9 Relation-back election. The Trustee and the Debtor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2), to treat the Trust as coming into existence as a qualified settlement fund as of the earliest possible date.

Section 1.10 Relationship to Plan. The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order. To the extent that there is conflict between the provisions of this Trust Agreement, the TDPs, the provisions of the Plan or the Confirmation Order, each document shall have controlling effect in the following order: (1) the Confirmation Order; (2) the Plan; (3) this Trust Agreement; and (4) the TDPs.

ARTICLE 2. POWERS AND TRUST ADMINISTRATION

Section 2.1 Powers.

(a) The Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a “qualified settlement fund” under the QSF Regulations. Further, the Trustee may, unilaterally and without court order, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

The Trustee is and shall act as the fiduciary to the Trust in accordance with the provisions of this Trust Agreement. The Trustee shall administer the Trust, the Trust Assets, and any other amounts to be received under the terms of the Trust Documents in accordance with the purposes set forth in Section 1.2 above and in the manner prescribed by the Trust Documents. The Trustee will implement and administer the TDPs with the goals of securing the just, speedy, fair, reasonable, and cost-efficient determination of every Trust Claim, providing substantially similar treatment to

holders of similar, legally valid and supported Allowed Trust Claims as set forth herein, and obtaining and maximizing the benefits of the Trust Assets.

(b) Subject to the limitations set forth in the Trust Documents, the Trustee shall have the power to take any and all actions that in the judgment of the Trustee are necessary or advisable to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and any trust power now or hereafter permitted under the laws of the State of Delaware. Nothing in the Trust Documents or any related document shall require the Trustee to take any action if the Trustee reasonably believes that such action is contrary to law. In addition to all powers enumerated in the Trust Documents, including, but not limited to, the Trustee's powers and authority in respect of the interpretation, application of definitions and rules of construction set forth in Article I of the Plan to the fullest extent set forth therein, from and after the Effective Date, the Trust shall succeed to all of the rights and standing of the Debtor with respect to the Aggregate Settlement Consideration in its capacity as a trust administering assets for the benefit of the Beneficiaries.

(c) Except as required by applicable law or the Trust Documents, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of Sections 2.1(a) and (b) above, and except as limited in the Trust Documents and by applicable law, the Trustee shall have the power to:

(i) supervise and administer the Trust in accordance with the Trust Documents, including the TDPs;

(ii) adopt procedures to determine Allowed Trust Claims and determine an allowed liability amount for each Allowed Trust Claim (the "**Allowed Claim Amount**") in accordance with the TDPs (including an Expedited Distribution);

(iii) establish an initial payment percentage (the "**Initial Payment Percentage**") with respect to Allowed Trust Claims and adjust the Initial Payment Percentage and any Supplemental Payment Percentage(s) as set forth in Sections 4.2 and 4.3 below;

(iv) receive and hold the Trust Assets, and exercise all rights with respect thereto including the right to vote and sell any securities that are included in such funds;

(v) invest the monies held from time to time by the Trust in accordance with Section 3.2;

(vi) sell, transfer or exchange any or all of the Trust Assets at such prices and upon such terms as the Trustee may determine proper and consistent with the other terms of the Trust Documents;

(vii) enter into leasing, financing or other agreements with third parties, as determined by the Trustee, in his or her discretion, to be useful in carrying out the purposes of the Trust;

(viii) determine and pay liabilities and pay all fees and expenses incurred in administering the Trust, managing the Trust Assets and making distributions in accordance with the Trust Documents (the “**Trust Operating Expenses**”);

(ix) establish accounts and reasonable reserves within the Trust, as determined by the Trustee, in his or her discretion, to be necessary, prudent or useful in administering the Trust and to establish and administer the TCC Professional Fee Escrow Account in accordance with Exhibit 4;

(x) sue, be sued and participate, as a party or otherwise, in any judicial, administrative, arbitative or other proceeding, including without limitation the power to take any action in the best interest of the Trust in the event of a Settlement Payment Default as set forth in the Plan;

(xi) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Trust requires, and delegate to such persons such powers and authorities as this Trust Agreement provides or the fiduciary duties of the Trustee permits and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(xii) pay reasonable compensation and reimbursement of expenses to any of the Trust’s employees, consultants, advisors, independent contractors, experts and agents for legal, financial, administrative, accounting, investment, valuation, auditing and alternative dispute resolution services and activities as the Trust requires;

(xiii) compensate the Trustee, Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee, the Delaware Trustee, and the TAC members, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xiv) compensate the Trustee, and any professionals with whom the Trustee has consulted prior to the Effective Date, for services, costs and expenses incurred prior to the Effective Date;

(xv) execute and deliver such instruments as the Trustee considers advisable or necessary in administering the Trust;

(xvi) timely file such income tax and other tax returns and statements required to be filed and timely pay all taxes, if any, required to be paid from the Trust Assets and comply with all applicable tax reporting and withholding obligations;

(xvii) require, in respect of any distribution of Trust Assets, the timely receipt of properly executed documentation (including, without limitation, Internal Revenue Service (“**IRS**”) Form W-9) as the Trustee determines in his or her discretion necessary or appropriate to comply with applicable tax laws;

(xviii) resolve all applicable lien resolution matters;

(xix) register as a responsible reporting entity (“**RRE**”) and timely submit all reports under the reporting provisions of section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (“**MMSEA**”) as required under Section 4.6 below;

(xx) determine the form(s) of acceptance and release required to be executed by a Beneficiary in connection with a distribution on account of an Allowed Trust Claim in accordance with the TDPs;

(xxi) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of the Trust Documents;

(xxii) in accordance with Section 5.9 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.7(a) below) solely from the Trust Assets and to the fullest extent permitted by law;

(xxiii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable investment advisors or investment managers without liability for any action taken or omission made because of any such delegation;

(xxiv) delegate any or all of the authority conferred with respect to the protection, preservation, and monetization of any non-cash Trust Assets;

(xxv) initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, all legal actions and other proceedings related to any asset, liability, or responsibility of the Trust;

(xxvi) enter into structured settlements and other similar arrangements with any Beneficiary (including a minor or other person in need of special consideration) upon such terms as the Trustee and such Beneficiary (or such Beneficiary’s counsel or other authorized person) agree, in all cases in accordance with the TDPs;

(xxvii) contract for the establishment and continuing maintenance of a website (the “**Trust Website**”) to aid in communicating information to the Beneficiaries and their counsel or other authorized persons;

(xxviii) take any and all actions appropriate or necessary in order to carry out the terms of the Trust Documents;

(xxix) except as otherwise expressly provided in the Trust Documents, exercise any other powers now or hereafter conferred upon or permitted to be exercised by a trustee under the laws of the State of Delaware; and

(xxx) at the Trustee's sole discretion, retain one or more consultants in order to assist the Trustee in evaluating and determining whether one or more Trust Claims may be fraudulent.

(e) The Trustee shall consult with the TAC on the matters set forth in Section 5.13 below. The Trustee shall obtain the consent of the TAC prior to taking action with respect to the matters as set forth in Section 5.14 below, as and to the extent set forth therein.

Section 2.2 Limitations on the Trustee and TAC.

(a) Notwithstanding anything in the Trust Documents to the contrary, the Trustee shall not do or undertake any of the following:

- (i) guaranty any debt;
- (ii) make or enter into any loan of Trust Assets;
- (iii) make any transfer or distribution of Trust Assets other than those authorized by the Trust Documents;
- (iv) engage in any trade or business with respect to the Trust Assets or proceeds therefrom, provided, however, that the Trustee shall hold, manage, protect and monetize the Trust Assets which shall not be deemed to constitute a trade or business;
- (v) engage in any investment of the Trust Assets, other than as explicitly authorized by this Trust Agreement; and
- (vi) engage in any activities inconsistent with the treatment of the Trust as a "qualified settlement fund" within the meaning of the QSF Regulations.

Section 2.3 General Administration. The Trustee shall act in accordance with the Trust Documents. The initial mailing address of the Trust shall be Tehum Personal Injury Settlement Trust, [] and the Trustee may change the mailing address in his or her discretion.

Section 2.4 Accounting. The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year. The Trustee shall maintain the books and records relating to the Trust Assets and income and the payment of Trust Operating Expenses and other liabilities of the Trust. The detail of these books and records and the duration of time during which the Trustee shall keep such books and records shall be such as to allow the Trustee to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of the Trust, including, without limitation, the assets and liabilities of the Trust as of the end of such fiscal year and the additions, deductions and cash flows for such

fiscal year (the “**Annual Report**”); provided, however, that the Trustee shall maintain such books and records until the wind-up of the Trust’s affairs and satisfaction of all of Trust liabilities.

Section 2.5 Financial Reporting.

(a) The Trustee shall engage a firm of independent certified public accountants (the “**Independent Auditors**”) selected by the Trustee, to audit the Annual Report. Within one hundred twenty (120) days following the end of each calendar year, the Trustee shall file with the Bankruptcy Court the Annual Report audited by the Independent Auditors and accompanied by an opinion of such firm as to the fairness in all material respects of the special-purpose financial statements. The Trustee shall publish a copy of such Annual Report on the Trust Website when such report is filed with the Bankruptcy Court.

(b) All materials filed with the Bankruptcy Court pursuant to this Section 2.5 need not be served on any parties in the Chapter 11 Case but shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court.

Section 2.6 Claims Reporting. Within one hundred twenty (120) days following the end of each calendar year, the Trustee shall cause to be prepared and filed with the Bankruptcy Court an annual report containing a summary regarding the number and type of Allowed Trust Claims disposed of during the period covered by the financial statements (the “**Annual Claims Report**”). The Trustee shall post a copy of the Annual Claims Report on the Trust Website when such report is filed with the Bankruptcy Court.

Section 2.7 Names and addresses. The Trust shall keep a register (the “**Register**”) in which the Trust shall at all times maintain the names and addresses of the Beneficiaries and the awards made to the Beneficiaries pursuant to the Trust Documents. The Trustee may rely upon this Register for the purposes of delivering distributions or notices. In preparing and maintaining this Register, the Trustee may rely on the name and address of each Trust Claim holder as set forth in a proof of claim filed by such holder, or proper notice of a name or address change, which has been delivered by such Beneficiary to the Trust. The Trust may deliver distributions and notices to counsel for any Beneficiary identified in such Beneficiary’s proof of claim or proper notice of a name or address change.

Section 2.8 Transfers of the Trust Corpus. To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or part, shall be subject to any legal or equitable claims of creditors of any Beneficiary or others, nor to legal process, nor be voluntarily or involuntarily transferred, assigned, anticipated, pledged or otherwise alienated or encumbered except as may be ordered by the Bankruptcy Court or other competent court of jurisdiction.

ARTICLE 3.
ACCOUNTS, INVESTMENTS, EXPENSES

Section 3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (“**Trust Accounts**”) on behalf of the Trust with one or more financial depository institutions (each a “**Financial Institution**”). Candidates for the positions of Financial Institution shall fully disclose to the

Trustee any interest in or relationship with Debtor or their affiliated persons or others. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(b) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a).

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the Beneficiaries and the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” or a “disputed ownership fund” within the meaning of the IRC or Treasury Regulations.

(d) The Trustee shall establish a separate subaccount of the Trust to receive funds designated under the Plan for the TCC Professional Fee Escrow Account, which shall be administered exclusively in accordance with the terms set forth on Exhibit 4 hereto.

Section 3.2 Investment Guidelines.

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as Exhibit 5 (the “**Investment Guidelines**”).

(b) The Trust may hold certain non-liquid assets. The Trustee shall own, protect, oversee, insure, and monetize such non-liquid assets in accordance with the Trust Documents. This Section 3.2(b) is intended to modify the application to the Trust of the “prudent person” rule, “prudent investor” rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the Trust as set forth in Section 1.2 above.

Section 3.3 Payment of Trust Operating Expenses. All Trust Operating Expenses shall be payable out of the Trust Assets. None of the Trustee, Delaware Trustee, the TAC, the Beneficiaries nor any of their officers, agents, advisors, professionals, or employees shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust.

ARTICLE 4. CLAIMS ADMINISTRATION AND DISTRIBUTIONS

Section 4.1 Claims Administration and Distributions.

(a) The Trust shall fairly and reasonably compensate Allowed Trust Claims and shall pay up to the full value of such claims, solely in accordance with the Trust Documents,

including the TDPs. The TDPs shall be subject to amendment or modification only to the extent expressly set forth in the TDPs.

(b) The Trustee shall develop non-binding arbitration dispute resolution procedures (the “**ADR Procedures**”) to resolve Reconsideration Requests. The Trustee shall employ individuals to serve as the arbitrators to implement the ADR Procedures for Reconsideration Requests in accordance with the TDPs, giving due weight in the selection process to prior service as a retired judge with tort experience.

(c) The Trustee may institute procedures for auditing the reliability of evidence submitted to the Trust involving Trust Claims for which the Trust has legal responsibility (the “**Claims Audit Program**”). The Trustee may employ third-party service providers to assist the Trust with the Claims Audit Program.

Section 4.2 Applicability and Review of Payment Percentage.

(a) Because there is uncertainty in the prediction of both the total amount of the Trust’s liabilities and the amount of the Trust Assets, no guarantee can be made as to the total payment the Trust will be able to pay for any Allowed Trust Claim. The Trustee shall determine from time to time the percentage of value that holders of Allowed Trust Claims are likely to receive from the Trust Assets available for distribution on account of compensable Allowed Trust Claims. As soon as practicable after the Effective Date, the Trustee shall establish an Initial Payment Percentage.

(b) The Initial Payment Percentage shall apply to all Allowed Trust Claims to be paid by the Trust until the Trustee, after consultation with the TAC, determines that the Initial Payment Percentage should be changed and that such change shall continue to allow to the Trust shall be in a financial position to pay holders of similar Allowed Trust Claims in substantially the same manner.

(c) No less frequently than once every twelve (12) months, the Trustee shall undertake an evaluation of the Initial Payment Percentage. The Trustee may evaluate the Initial Payment Percentage at shorter intervals if the Trustee deems such evaluation is appropriate or if requested to do so by the TAC.

Section 4.3 Supplemental Payments.

(a) When the Trustee determines that the then-current estimates of the Trust’s assets and its liabilities, as well as then-estimated value of then-pending Trust Claims, warrant additional distributions on account of the Final Determinations, the Trustee shall, after consultation with the TAC, set a supplemental payment percentage (the “**Supplemental Payment Percentage**”). Thereafter, from time to time, the Trustee, after consultation with the TAC, may set additional Supplemental Payment Percentages. All Supplemental Payment Percentages shall be implemented after the Trustee determines that the Trust shall continue to be in a financial position to pay holders of similar Allowed Trust Claims in substantially the same manner.

(b) The Trust shall not be obligated to make any distribution to a Beneficiary if the amount of the distribution would be less than \$[100.00] and the distribution to such Beneficiary

shall be suspended for future payment. At such time as the amount of a current distribution plus all suspended distributions to a Beneficiary shall aggregate in excess of \$[100.00], then the Trust shall direct the payment of such aggregate distribution to the Beneficiary, subject to Section 4.5(c) below.

(c) Notwithstanding anything herein or in the TDPs, the Trustee reserves all powers expressly granted to him or her by the Plan and the Confirmation Order with respect to the administration of Trust Claims.

Section 4.4 *Manner of Payment.* Distributions from the Trust to the Beneficiaries may be made by the Trustee on behalf of the Trust or by a disbursing agent retained by the Trust to make distributions on behalf of the Trust.

Section 4.5 *Delivery of Distributions.*

(a) Distributions shall be payable to the Beneficiary (or to counsel for the Beneficiary) on the date approved for distribution by the Trustee (the “**Distribution Date**”) in accordance with the terms of the Trust Documents, including the TDPs. With respect to each Approved Trust Claim approved for payment, distributions shall be made only after the Trustee has determined that all obligations of the Trust with respect to each such Allowed Trust Claim have been satisfied. In the event that any distribution to a Beneficiary is returned as undeliverable, no further distribution to such Beneficiary shall be made unless and until the Trustee has been notified of the then current address of such Beneficiary, at which time such distribution shall be made to such Beneficiary without interest; provided, however, that all distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the applicable Distribution Date. After such date, (i) all unclaimed property or interests in property shall revert to the Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (ii) the Trust Claim of such Beneficiary shall be released, settled, compromised and forever barred as against the Trust, and (iii) all unclaimed property interests shall be distributed to other Beneficiaries in accordance with the Trust Documents, as if the Trust Claim of such Beneficiary had been disallowed as of the date the undeliverable distribution was first made. The Trustee shall take reasonable efforts to obtain a current address for any Beneficiary with respect to which any distribution is returned as undeliverable.

(b) No Trust Asset or any unclaimed property shall escheat to any federal, state, or local government or any other entity.

(c) Notwithstanding any provision in the Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Allowed Trust Claim if the Trustee determines that the costs of making such distribution is greater than the amount of the distribution to be made.

Section 4.6 *Medicare Reimbursement and Reporting Obligations.*

(a) The Trust shall register as an RRE under the reporting provisions of section 111 of the MMSEA.

(b) The Trust shall, at its sole expense, timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Trust or with respect to contributions to the Trust. The Trust, in its capacity as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “CMS”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) Before making distributions to Beneficiaries (or Beneficiaries’ counsel), in respect of any Allowed Trust Claim, the Trustee shall obtain a certification that said Beneficiary (or such Beneficiary’s authorized representative) has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Allowed Trust Claim.

ARTICLE 5. TRUSTEE; DELAWARE TRUSTEE

Section 5.1 Number of Trustees. In addition to the Delaware Trustee appointed pursuant to Section 5.11 hereof, there shall be one (1) Trustee. The initial Trustee shall be []. For the avoidance of doubt, there shall be at least one (1) Trustee serving at all times (in addition to the Delaware Trustee).

Section 5.2 Term of Service, Successor Trustee.

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) below, (iii) his or her removal pursuant to Section 5.2(c) below, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(b) The Trustee may resign at any time upon written notice to the TAC with such notice filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by consent of the TAC in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust, any substantial failure to comply with the administration of the Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder. For the avoidance of doubt, any removal of the Trustee pursuant to this Section 5.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

Section 5.3 Appointment of Successor Trustee.

(a) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any successor Trustee, such vacancy shall be filled by the TAC as set forth herein. The TAC will nominate an individual to serve as successor Trustee. If the majority of the TAC then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee. In the event that a majority of the TAC then in office cannot agree on a successor Trustee, the matter will be resolved pursuant to Section 7.15 below.

(b) Immediately upon the appointment of any successor Trustee pursuant to Section 5.3(a) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) above, (iii) his or her removal pursuant to Section 5.2(c) above, and (iv) the termination of the Trust pursuant to Section 7.2 below.

Section 5.4 Trust Meetings.

(a) **Regular Meeting.** The Trustee shall hold regular Trust meetings with the TAC not less than quarterly, which may be held at such times and at such places as may be determined from time to time by the Trustee. For the avoidance of doubt, the Delaware Trustee shall not be required or permitted to attend any meetings of the Trustee contemplated by this Section 5.4.

(b) **Special Meetings.** Special meetings of the Trustee may be called by the Trustee by giving written notice to the TAC not less than one (1) Business Day prior to the date of the meeting. Any such notice shall include the time, place, and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) Business Day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference.** The Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 5.4(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice.** Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trust meeting need be specified in any waiver of notice.

(e) **Adjournment.** A meeting may be adjourned by the Trustee to another time and place.

Section 5.5 Compensation and Expenses of Trustee. The Trustee shall receive compensation from the Trust for his or her services as Trustee. The initial amount of the Trustee's compensation shall be \$[] per month for the year ended December 31, 2025, and shall be adjusted annually thereafter (at a per month rate) in accordance with the Trustee's customary compensation practices, subject to the consent of the TAC, which consent shall not be unreasonably withheld or delayed. The Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in the course of carrying out his or her duties as Trustee in accordance with reasonable policies and procedures as may be adopted from time to time, including in connection with attending meetings of the Trust. The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report.

Section 5.6 Trustee's Independence.

(a) The Trustee shall not, during his or her service, hold a financial interest in, act as attorney or agent for or serve as any other professional for the Debtor or its affiliated persons. No Trustee shall act as an attorney for, or otherwise represent, any Person who holds a Trust Claim in the Chapter 11 Case. For the avoidance of doubt, this provision shall not apply to the Delaware Trustee.

(b) The Trustee, and the Delaware Trustee, shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) Persons dealing with the Trust, the Trustee, and the Delaware Trustee with respect to the affairs of the Trust, shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust, the Trustee or the Delaware Trustee to such Person in carrying out the terms of this Trust Agreement, and neither the Trustee, the Delaware Trustee, the Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.7 Standard of Care; Exculpation.

(a) As used herein, the term "**Trust Indemnified Party**" shall mean the Trustee, the Delaware Trustee, the members of the TAC, and each of their respective members, officers, employees, agents, consultants, lawyers, advisors, or professionals (collectively, the "**Trust Indemnified Parties**").

(b) No Trust Indemnified Party shall be liable to the Trust, any other Trust Indemnified Party, any Beneficiary or any other Person for any damages arising out of the creation, operation, administration, enforcement or termination of the Trust, except in the case of such Trust Indemnified Party's willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction. To the fullest extent permitted by applicable law, the Trust Indemnified Parties shall have no liability for any action in performance of their duties under this Trust Agreement taken in good faith with or without the advice of counsel, accountants, appraisers and other professionals retained by the Trust Indemnified Parties. None of the provisions of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their respective rights and powers. Any Trust Indemnified Party may rely, without inquiry, upon writings delivered to it under any of the Trust Documents, which the Trust Indemnified Party reasonably believes to be genuine and to have been given by a proper person. Notwithstanding the foregoing, nothing in this Section 5.7 shall relieve the Trust Indemnified Parties from any liability for any actions or omissions arising out of the willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction; provided that in no event will any such person be liable for punitive, exemplary, consequential or special damages under any circumstances. Any action taken or omitted by the Trust Indemnified Parties with the approval of the Bankruptcy Court, or any other court of competent jurisdiction, will conclusively be deemed not to constitute willful misconduct, bad faith, or fraud.

(c) The Trust Indemnified Parties shall not be subject to any personal liability whatsoever, whether in tort, contract or otherwise, to any Person in connection with the affairs of the Trust or for any liabilities or obligations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud, and all Persons claiming against the Trust Indemnified Parties, or otherwise asserting claims of any nature in connection with affairs of the Trust, shall look solely to the Trust Assets for satisfaction of any such claims.

(d) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Trust or the Beneficiaries, it is hereby understood and agreed by the parties hereto and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, including Section 3806 of the Act, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties, provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee, the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.7 and its subparts.

(e) The Trust Indemnified Parties shall be indemnified to the fullest extent permitted by law by the Trust against all liabilities arising out of the creation, operation, administration, enforcement or termination of the Trust, including actions taken or omitted in fulfillment of their duties with respect to the Trust, except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud.

(f) The Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

Section 5.8 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.8.

(b) In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor to any Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating hereto, to the Trust or to the Beneficiaries, it is hereby understood and agreed by the Parties and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, including Section 3806 of the Act, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trustee, provided, however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to Section 5.7 herein.

(d) No Trust Indemnified Party shall be personally liable under any circumstances, except for their own willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction.

(e) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties, and powers hereunder.

(f) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

Section 5.9 Indemnification.

(a) Without the need for further court approval, the Trust hereby indemnifies, holds harmless, and defends the Trust Indemnified Parties in the performance of their duties hereunder to the fullest extent that a trust, including a statutory trust organized under the laws of the State of Delaware, is entitled to indemnify, hold harmless and defend such persons against any and all liabilities, expenses, claims, damages or losses (including attorneys' fees and costs) incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to or after the Effective Date in connection with the formation, establishment, funding or operations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Trust shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by final order of the Bankruptcy Court that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Trust.

(c) The Trustee shall purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

Section 5.10 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 5.11 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware, or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 5.11, it shall resign immediately in the manner and with the effect hereinafter specified in Section 5.11(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Trust or the Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns, and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 5.11(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee, provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 5.11(d) below, provided further, that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Trust and the Delaware Trustee, which compensation shall be paid by the Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors,

officers, employees, agents, or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Trust, the Trustee, or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not, be regarded as making nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(i) In no event shall the Delaware Trustee be responsible or liable for any action taken in good faith, errors in judgement or any special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(j) The Delaware Trustee is hereby authorized to take such action as the Trustee specifically directs in written instructions delivered to the Delaware Trustee and shall have no liability for acting in accordance therewith. The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein.

(k) Notwithstanding anything herein to the contrary, the Delaware Trustee shall not be required to take any action that is in violation of applicable law.

(l) The Corporate Transparency Act (31 U.S.C § 5336) and its implementing regulations (collectively, the “CTA”), may require the Trust to file reports with the Financial Crimes Enforcement Network (“FinCEN”) from time to time. It shall be the Trustee’s duty and not the Delaware Trustee’s duty to cause the Trust to make such filings, as applicable, and to cause the Trust to comply with its obligations under the CTA, if any. The parties hereto acknowledge that the Delaware Trustee acts solely as a directed trustee at the direction of the Trustee hereunder and that the Trustee is and shall deemed to be the party with the power and authority to exercise substantial control over the Trust.

Section 5.12 Meeting Minutes. The minutes of Trust meetings shall be kept in written form (which may be electronic) at such place or places designated by the Trustee.

Section 5.13 Matters Requiring Consultation with TAC. The Trustee shall consult with the TAC on each of the following:

- (a) The form(s) of acceptance and release to be executed by a Beneficiary for an Expedited Distribution and for a Personal Injury Claim and an Indirect Claim;
- (b) An annual estimate of the budget for the Trust Operating Expenses;
- (c) The determination of the Initial Payment Percentage, any subsequent adjustment to the Initial Payment Percentage, and any Supplemental Payment Percentage; and
- (d) The form and substance of the questionnaire required in connection with a Trust Claim Submission under the TDPs.

Section 5.14 Matters Requiring Consent of TAC. The Trustee shall obtain the consent of the TAC, or, otherwise, Bankruptcy Court approval in the event of a dispute in accordance with Section 7.15 hereof, for the items listed below:

- (a) Any proposed modification to the indemnification provisions of the Trust Agreement;
- (b) Any proposed sale, transfer or exchange of Trust Assets above \$[] (any proposed sale of Trust Assets below such amount shall not require TAC consent);
- (c) Any proposed material modifications to the Trust Agreement and/or the TDPs, if and as required by the consent provisions set forth therein;
- (d) Any proposed removal of the Trustee in accordance with Section 5.2(c);
- (e) Any proposed extension of the deadlines set forth in the TDPs; and
- (f) Any proposed modification to the compensation of the Trustee after December 31, 2025.

The consent of the TAC shall not be unreasonably withheld, conditioned, or delayed.

Section 5.15 Trustee's and TAC's Employment of Professionals.

- (a) The Trustee may, but is not required to, retain and/or consult accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties deemed appropriate by the Trustee to assist in matters for the Trust within the Trustee's purview (the "**Trust Professionals**").
- (b) The TAC may, but is not required to, retain and/or consult, legal counsel and such other parties deemed appropriate by the TAC to assist in matters within the TAC's purview (the "**TAC Professionals**"), provided that no TAC Professionals may be retained to act

on behalf of any holder of a Trust Claim. The Trust shall promptly reimburse, or pay directly if so requested, the TAC for all reasonable and documented fees and costs associated with the TAC's employment of legal counsel pursuant to this provision in connection with the TAC's performance of its duties hereunder.

ARTICLE 6. TRUST ADVISORY COMMITTEE

Section 6.1 Members; Action by Members. The TAC shall be composed of [●] members appointed to represent the interests of holders of Trust Claims. The initial TAC members shall be the following: [●]. Except as otherwise set forth in the Trust Documents, the TAC shall act by majority vote of TAC members then serving, provided, however, the TAC may continue to act in the event of one or more vacancies on the TAC, in which case majority vote of the TAC members then serving shall be required for action by the TAC.

Section 6.2 Duties. The members of the TAC shall serve in a fiduciary capacity representing holders of Trust Claims. The TAC shall not have any fiduciary duties or responsibilities to any party other than holders of Trust Claims. Except for the duties and obligations expressed in this Trust Agreement and the TDPs, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TAC. To the extent that, at law or in equity, the TAC has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the other parties hereto, or any Beneficiary, such duties and liabilities are replaced by the duties and liabilities of the TAC expressly set forth in this Trust Agreement and the TDPs.

Section 6.3 TAC Information Rights. The TAC shall have reasonable access to the Trust's consultants and other advisors retained by the Trust and its staff (if any), and information available to the Trustee, which access shall be made available as determined by the Trustee in his or her discretion.

Section 6.4 [Reserved.]

Section 6.5 Term of Office.

(a) Each member of the TAC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) below, (iii) his or her removal pursuant to Section 6.5(c) below, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(b) A member of the TAC may resign at any time by written notice to the other members of the TAC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than thirty (30) days after the date such notice is given, where practicable.

(c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or for other good cause, provided the member of the TAC has received reasonable notice and an opportunity to be heard. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust or a consistent pattern of neglect and failure to perform or

to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings. Such removal shall require the majority vote of the other members of the TAC and such removal shall take effect only upon the approval of the Bankruptcy Court.

Section 6.6 *Appointment of Successor.*

(a) In the event of a TAC member vacancy, the remaining TAC members shall propose an individual as successor, subject to the approval of the Trustee, which approval may not be unreasonably withheld. In the event a successor TAC member is not appointed within sixty (60) days following the occurrence of such vacancy, the Bankruptcy Court may appoint a successor TAC member upon motion of the Trustee.

(b) Each successor member of the TAC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) above, (iii) his or her removal pursuant to Section 6.5(c) above, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(c) No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member. No TAC member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 6.7 *Compensation and Expenses of the TAC.* The members of the TAC shall not be entitled to compensation for their services but shall be reimbursed promptly for all reasonable and documented ordinary and customary out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder, subject to the limitation of Section 7.15 below. The Trust shall include a description of the amounts paid under this Section 6.7 in the Annual Report to be filed with the Bankruptcy Court and posted on the Trust's Website.

Section 6.8 *Procedures for Consultation with and Obtaining the Consent of the TAC.*

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the TAC pursuant to Section 5.13 above, the Trustee shall provide the TAC with written advance notice of the matter under consideration, to the extent practicable, and with all relevant information and documents concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC with such reasonable access to the consultants and other advisors retained by the Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such matter, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee, to the extent practicable.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 6.8(a), the Trustee shall take into consideration the time required for the TAC to meet and consult as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least five (5) Business Days

after providing the TAC with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived in writing by the TAC or at a meeting where the TAC and Trustee are present, or the Trustee determines in his reasonable discretion that definitive action is required earlier.

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the TAC pursuant to the Trust Documents, the Trustee shall provide the TAC with a written notice stating that its consent is being sought, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TAC as much relevant additional information concerning the proposed action as is requested by the TAC and as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC with such reasonable access to the Trust consultants and other advisors retained by the Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) For matters requiring the consent of the TAC:

(A) The TAC must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee, in writing, of its consent or its objection to the proposed action within five (5) Business Days of receiving the original request for consent from the Trustee, unless the Trustee extends the time for such response. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold its consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Trustee, in writing, of its consent or its objections to the action within five (5) Business Days of receiving notice regarding such request (or within such additional time as may be granted by the Trustee in his or her discretion), the TAC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(B) If, after following the procedures specified in this Section 6.8(b), the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TAC shall resolve their dispute pursuant to Section 7.15 below, provided, however in that event the TAC shall have the burden of proof to show the validity of the TAC's objection.

ARTICLE 7. GENERAL PROVISIONS

Section 7.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable. The Settlor shall not (i) retain any ownership or residual interest whatsoever with respect to any Trust Assets, including, but not limited to, the funds transferred to fund the Trust,

and (ii) have any rights or role with respect to the management or operation of the Trust, or the Trustee's administration of the Trust.

Section 7.2 Term; Termination.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the following provisions.

(b) The Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Trust because (i) all reasonably expected assets have been collected by the Trust, (ii) all distributions have been made to the extent set forth in the TDPs, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses in a manner consistent with the Trust Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court.

(c) Following the dissolution and distribution of the Trust Assets, the Trust shall terminate, and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(d) After termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act as Trustee until its duties hereunder have been fully performed, and shall retain the books, records, documents, and files that shall have been delivered to or created by the Trustee until the date required by applicable law. At the Trustee's discretion, all of such books, records, documents and files may be destroyed at any time following the later of: (i) the first anniversary of the filing of the Certificate of Cancellation of the Trust, and (ii) the date until which the Trustee is required by applicable law to retain such books, records, documents and files.

(e) If, at the time of the termination of the Trust there remains unclaimed property in such Trust, such property shall be donated by the Trustee to the Anthony H.N. Schnelling Endowment Fund maintained by the American Bankruptcy Institute, to assist in the provision of resources for research and education, provided that such fund is a tax-exempt entity in good standing under applicable laws.

(f) Upon termination of the Trust and accomplishment of all activities described in this agreement, the Trustee and its professionals shall be discharged and exculpated from liability (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law or fraud of the Trustee or his agents or representatives). The Trustee may, at the expense of the Trust, seek an Order of the Bankruptcy Court confirming the discharges, exculpations and exoneration referenced in the preceding sentence.

Section 7.3 Outgoing Trustee Obligations. In the event of the resignation or removal of the Trustee, the resigning or removed Trustee shall:

(a) execute and deliver by the effective date of resignation or removal such documents, instruments, records and other writings as may be reasonably requested by the successor Trustee to effect such resignation or removal and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee;

(b) deliver to the successor Trustee all documents, instruments, records and other writings relating to the Trust Assets as may be in the possession or under the control of the resigning or removed Trustee;

(c) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee; and

(d) irrevocably appoint the successor Trustee (and any interim trustee) as its attorney-in-fact and agent with full power of substitution for it and its name, place, and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Trust Agreement. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment. The Bankruptcy Court also may enter such orders as are necessary to effect the termination of the appointment of the Trustee and the appointment of the successor Trustee.

Section 7.4 Taxes.

(a) The Trust is intended to qualify as a "qualified settlement fund" within the meaning of the QSF Regulations.

(b) The Trustee shall be the "administrator" of the Trust within the meaning of the QSF Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Trust, if any, out of the Trust Assets, which assets may be sold by the Trustee to the extent necessary to satisfy tax liabilities of the Trust, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(c) As soon as reasonably practicable after the Effective Date, but in no event later than one hundred twenty (120) days thereafter, the Trust shall make a good faith valuation of the Aggregate Settlement Consideration and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes. In connection with the preparation of the valuation contemplated hereby, the Trust shall be entitled to retain such professionals and advisors as the Trustee shall determine to be appropriate or necessary, and the Trustee shall take such other actions in connection therewith as he or she determines to be appropriate or necessary.

(d) The Trustee may withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state or local tax law with respect to any payment or distribution. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be

treated as amounts distributed or paid for all purposes of this Trust Agreement. The Trustee shall be authorized to collect such tax information (including tax identification numbers) as in his or her sole discretion is deemed necessary to effectuate the Plan, the Confirmation Order and this Trust Agreement. In order to receive distributions, all Beneficiaries shall be required to provide tax information to the Trustee to the extent the Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Trustee for these purposes. The Trustee may refuse to make a payment or distribution unless or until such information is delivered; provided, however, that, upon the delivery of such information, the Trustee shall make such delayed payment or distribution, without interest. Notwithstanding the foregoing, if a person fails to furnish any tax information reasonably requested by the Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such distribution shall irrevocably revert to the Trust. In no event shall any escheat to any federal, state or local government or any other entity.

Section 7.5 Modification.

(a) Material modifications to this Trust Agreement, including Exhibits hereto, may be made only with the consent of the Trustee, the TAC (which consent in each case shall not be unreasonably withheld, conditioned or delayed) and subject to the approval of the Bankruptcy Court; provided, however, that the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make minor corrective or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement, provided such minor corrective or clarifying amendments shall not take effect until ten (10) days after notice to the Bankruptcy Court. Except as permitted pursuant to the preceding sentence, the Trustee shall not modify this Trust Agreement in any manner that is inconsistent with the Plan or the Confirmation Order without the approval of the Bankruptcy Court. The Trustee shall file notice of any modification of this Trust Agreement with the Bankruptcy Court and post such notice on the Trust Website.

(b) Notwithstanding subsection (a) of this Section 7.5, no material modifications may be made to this Section 7.5 of this Trust Agreement without the consent of the Trustee, the unanimous consent of the TAC, and subject to the approval of the Bankruptcy Court.

(c) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that could jeopardize or impair (i) the applicability of section 105 of the Bankruptcy Code to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Channeling Injunction or any other injunction or release issued or granted in connection with the Plan and Confirmation Order, (iii) the Trust's qualified settlement fund status under the QSF Regulations, or (iv) the rights, duties, liabilities and obligations of the Delaware Trustee without the written consent of the Delaware Trustee.

Section 7.6 Communications. The Trustee shall establish and maintain the Trust Website and post on the Trust Website the information required by this Trust Agreement, and such other information as the Trustee determines.

Section 7.7 Severability. If any provision of this Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 7.8 Notices. Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing or by electronic transmittal to each of the other parties listed below in compliance with the terms hereof.

To the Trustee:

with a copy (which shall not constitute notice) to:

To the Delaware Trustee:

with a copy (which shall not constitute notice) to:

To the TAC:

All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 7.9 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the TAC, the Delaware Trustee and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their, rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustee, as contemplated by Section 2.1 and Section 5.2 above, and in the case of the Delaware Trustee, as contemplated by Section 5.11 above.

Section 7.10 Limitation on Transferability; Beneficiaries' Interests. The Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly and any purported assignment, conveyance, pledge or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of any Trustee, whether by petition to the Bankruptcy Court or any other court or otherwise; (f) entitle the holders thereof to receive any interest on distributions; and (g) give rise to any rights to seek a partition or division of the Trust Assets. In accordance with the Act, the Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, the Beneficiaries shall have an undivided beneficial interest only in cash assets of but only to the extent such cash assets are declared by the Trustee to be distributable as distributions in accordance with the Trust Documents. For the avoidance of doubt, the Beneficiaries shall have only such rights as expressly set forth in the Trust Documents.

Section 7.11 Exemption from Registration. The Parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the Trust will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

Section 7.12 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 7.13 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 7.14 Governing Law. This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law

provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of Delaware law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of trust assets, (g) the existence of rights or interests (beneficial or otherwise) in trust assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, the TAC, or the FCR set forth or referenced in this Trust Agreement. 12 Del. C. § 3540 shall not apply to the Trust.

Section 7.15 Dispute Resolution.

(a) Except as provided in Section 5.2(c) (Removal of Trustee for Cause), the dispute resolution procedures of this Section 7.15 shall be the exclusive mechanism to resolve any dispute between or among the parties hereto (other than the Delaware Trustee), and the Beneficiaries hereof, arising under or with respect to this Trust Agreement. For the avoidance of doubt, this section does not apply to the Delaware Trustee in any respect.

(b) **Informal Dispute Resolution.** Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute (“**Notice of Dispute**”). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed fifteen (15) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution.** If the Trustee and TAC consent, a dispute hereunder may be resolved by alternative dispute resolution.

(d) **Judicial Review.** The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over any dispute, such court as has jurisdiction under Section 1.7 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within seven (7) days of receipt of the last counterparty’s statement of position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party’s position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation, and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration

of the Trust. Each counterparty shall respond to the motion within the time period allowed by the rules the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court. In the case of any dispute pursuant to this Section 7.15(d), if the dispute arose pursuant to the consent provisions of Section 5.14 or Section 7.5, the Court shall initially determine, by a preponderance of the evidence, whether the party or parties who withheld consent were reasonable in such action. If the Court so determines, then the Court will determine whether the requested action is in the best interests of the Trust and its Beneficiaries.

(e) Notwithstanding anything to the contrary in this Trust Agreement, the Trust shall bear the reasonable costs and expenses of the TAC in connection with any dispute that arises under this Trust Agreement.

Section 7.16 Waiver of Jury Trial. Each party hereto and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trust Agreement.

Section 7.17 Effectiveness. This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

Section 7.18 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email, or other means of electronic transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

SETTLOR:

TRUSTEE:

DELAWARE TRUSTEE:

TAC MEMBER:

TAC MEMBER:

TAC MEMBER:

TAC MEMBER:

TAC MEMBER:

[Signature Page to Trust Agreement]

EXHIBIT 1
AGGREGATE SETTLEMENT CONSIDERATION

EXHIBIT 2
CERTIFICATE OF TRUST

EXHIBIT 3
TRUST DISTRIBUTION PROCEDURES FOR PERSONAL INJURY CLAIMS

EXHIBIT 4
TCC PROFESSIONAL FEE ESCROW ACCOUNT

EXHIBIT 5
INVESTMENT GUIDELINES

EXHIBIT H

GUC TRUST AGREEMENT

TEHUM GUC LIQUIDATING TRUST AGREEMENT

Dated as of ___, 2024

**PURSUANT TO THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF THE
TORT CLAIMANTS' COMMITTEE, OFFICIAL COMMITTEE OF UNSECURED
CREDITORS, AND DEBTOR FOR TEHUM CARE SERVICES, INC.**

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TEHUM GUC LIQUIDATING TRUST AGREEMENT

This Tehum GUC Liquidating Trust Agreement (this “**Trust Agreement**”), dated as of [], 2024, and effective as of the Effective Date, is entered into pursuant to the *Joint Chapter 11 Plan of Reorganization of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors and Debtor for Tehum Care Services, Inc.*, dated [], 2024 (as may be further amended or modified, the “**Plan**”),¹ by Tehum Care Services, Inc., (the “**Debtor**”), Matthew J. Dundon of Dundon Advisers LLC as trustee (together with any successor serving in such capacity, the “**Trustee**”); Wilmington Trust, National Association (the “**Delaware Trustee**”); and the members of the Trust Advisory Committee who are the individuals further identified on the signature pages hereto (together with any successors serving in such capacity, the “**TAC**”).

RECITALS

(A) Contemporaneously with the execution of this Trust Agreement, Debtor will have reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case filed in the United States Bankruptcy Court for the Southern District of Texas (“**Bankruptcy Court**”), administered and known as *In re: Tehum Care Services, Inc.*, Case No. 23-90086 (CML) (the “**Chapter 11 Case**”).

(B) Debtor is executing this Trust Agreement in its capacity as Settlor to implement the Plan and to create the GUC Trust (the “**Trust**”) for the benefit of the holders of Channeled GUC Claims and Channeled Indirect GUC Claims (collectively, the “**GUC Trust Claims**”).

(C) The Confirmation Order has been entered by the Bankruptcy Court and is in full force and effect.

(D) The Plan and Confirmation Order provide, among other things, for the creation of the GUC Trust to satisfy the GUC Trust Claims in accordance with this Trust Agreement, the Plan and the Confirmation Order.

(E) The Bankruptcy Court held in the Confirmation Order that all the prerequisites for the Channeling Injunction have been satisfied, and such Channeling Injunction is fully effective and enforceable as provided in the Plan and Confirmation Order with respect to the GUC Trust Claims.

(F) The Plan and Confirmation Order provide that, on the Effective Date and continuing thereafter until fully funded in accordance with the Plan, the Aggregate Settlement Consideration (as defined in Section 1.3), as described in **Exhibit 1** shall be transferred to and vested in the Trust free and clear of all liens, encumbrances, charges, claims, interests or other

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

liabilities of any kind of the Debtor or its affiliates, any creditor or any other entity, other than as provided in the Channeling Injunction with respect to the GUC Trust Claims.

(G) The Trustee shall also serve in the capacity of Wind-Down Officer of the Debtor in accordance with the terms of the Confirmation Order, the Plan, and the terms set forth in **Exhibit 2**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. There is hereby created a trust known as the “Tehum GUC Liquidating Trust.” The Trustee of the GUC Trust may transact the business and affairs of the GUC Trust in the name of the GUC Trust, and references herein to the GUC Trust shall include the Trustee acting on behalf of the GUC Trust. It is the intention of the parties hereto that the Trust created hereby constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. §§ 3801 *et seq.* (the “**Act**”) and that the Confirmation Order, the Plan and this Trust Agreement, including the Exhibits hereto (the Confirmation Order, the Plan and this Trust Agreement, including all Exhibits hereto, collectively, the “**Trust Documents**”), constitute the governing instruments of the Trust. It is the intention of the Parties that the GUC Trust qualify as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations and that this Trust Agreement constitute the governing instrument of the GUC Trust, except with respect to any Disputed Ownership Fund. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 3**.

1.2 Purposes. The purposes of the GUC Trust are to:

- (a) hold, preserve, maximize, and administer the GUC Trust Assets,
- (b) liquidate the GUC Trust Assets,
- (c) administer, process, settle, resolve, liquidate, satisfy, and pay all Allowed Channeled GUC Trust Claims in a fair, consistent, and equitable manner in accordance with the terms of the GUC Trust Distribution Procedures attached hereto as **Exhibit 4** (the “**TDPs**”), and
- (d) Be responsible for the Retained Causes of Action (on behalf of itself and its beneficiaries as well as on behalf of the PI/WD Trust and its beneficiaries, subject to the provisions and consent rights of the PI/WD Trust, as set forth in **Article IV.J** of the Plan, with the net proceeds of such Retained Causes of Action to be split between the PI/WD Trust and the GUC Trust on a 50/50 basis.

1.3 Transfer of Assets. Pursuant to the Plan, on the Effective Date, the Trust will receive and hold all right, title and interest in and to the consideration described in Article IV.D of the Plan and set forth on **Exhibit 1** hereto (the “**Aggregate Settlement Consideration**” and together with any income or gain earned thereon and proceeds derived therefrom, collectively, the

“**Trust Assets**”).² The Aggregate Settlement Consideration shall be transferred to the Trust free and clear of any liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or its affiliates, any creditor or any other person or entity, other than as provided in the Channeling Injunction with respect to the GUC Trust Claims. The Debtor shall execute and deliver such documents to the Trust as the Trustee reasonably requests to transfer and assign any assets comprising all or a portion of the Aggregate Settlement Consideration to the Trust.

1.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the GUC Trust, the GUC Trust hereby expressly accepts the transfer to the GUC Trust of the Aggregate Settlement Consideration in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the GUC Trust, except as otherwise provided in this Trust Agreement or the Plan, the GUC Trust shall have and retain any and all rights and defenses the Debtor had with respect to any GUC Trust Claims immediately before the Effective Date to the extent necessary to administer such Claims in accordance with this Trust Agreement and the Plan.

(c) Notwithstanding anything to the contrary herein, no provision herein shall be construed or implemented in a manner that would cause the GUC Trust to fail to qualify as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund.

(d) In this Trust Agreement, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

1.5 Receipt of Proceeds. The proceeds of any sale of Trust Assets or recoveries from any litigation or claims of the Trust will be deposited in the Trust’s accounts and become the property of the Trust.

1.6 Beneficiaries.

(a) The beneficial owners (within the meaning of the Act) of the Trust shall be the holders of allowable GUC Trust Claims (the “**GUC Trust Beneficiaries**”).

(b) The GUC Trust Beneficiaries shall be subject to the terms of this Trust

² **Exhibit 1** shall identify: All Assets and Estate Assets allocated to the GUC Trust pursuant to the GUC Trust Agreement and the Plan, as applicable, and in each case, as amended, supplemented, restated, or otherwise modified from time to time, including: (a) 50% of the Settlement Payments; (b) 50% of the ERC Fund; (c) 50% interest in the Retained Causes of Action and the proceeds thereof; (d) Retained GUC Trust Causes of Action; (e) the GUC Insurance Assignment; (f) the GUC Data Transfer; (g) 50% of the Debtor’s remaining Assets, including Cash, (h) any other funds or Assets allocated to the GUC Trust under the Plan; and (i) any income, profits, gains, and proceeds realized, received, or derived from GUC Trust Assets.

Agreement and Trust Documents.

1.7 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction over the GUC Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the GUC Trust.

ARTICLE II

POWERS, TRUST ADMINISTRATION, AND REPORTING

2.1 Powers.

(a) The Trustee is and shall act as a fiduciary to the GUC Trust in accordance with the provisions of this Trust Agreement, the Plan and the Confirmation Order. The Trustee shall, at all times, administer the GUC Trust in accordance with the purposes set forth in Section 1.2 above and the Plan. Subject to the limitations set forth in this Trust Agreement and the Plan, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the GUC Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2 below, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Aggregate Settlement Consideration and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the GUC Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) incur expenses and other obligations of the GUC Trust necessary to carry out the purposes of the GUC Trust in accordance with the Plan, and pay or satisfy such obligations from the GUC Trust as set forth in the Plan;

(iv) establish such funds, reserves, and accounts within the GUC Trust, as the Trustee deems useful in carrying out the purposes of the GUC Trust including the establishment and administration of the UCC Professional Fee Escrow Account in accordance with **Exhibit 5**;

(v) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding, as required to reconcile, administer, or defend against the GUC Trust Claims;

(vi) establish, supervise, and administer the GUC Trust and make distributions to GUC Trust Beneficiaries pursuant to the terms of this Trust Agreement, the TDPs, and the Plan;

(vii) appoint such officers and retain such consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the GUC Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(viii) pay reasonable compensation from the GUC Trust for any of the GUC Trust's consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the GUC Trust requires;

(ix) pay reasonable compensation from the GUC Trust for the Trustee, the Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee, the Delaware Trustee, and the TAC for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(x) compensate the Trustee, and any professionals with whom the Trustee has consulted prior to the Effective Date, for services, costs and expenses incurred prior to the Effective Date;

(xi) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the GUC Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement or the Plan;

(xii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiii) commence and pursue the Retained Preference Actions, and manage and administer any proceeds thereof in accordance with the Plan; and

(xiv) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The GUC Trust shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavor to make timely distributions and not unduly prolong the duration of the GUC Trust.

(f) The Trustee shall consult with the TAC on the matters set forth in Section 4.14 below. The Trustee shall obtain the consent of the TAC prior to taking action with respect to the matters as set forth in Section 4.15 below, as and to the extent set forth therein.

2.2 General Administration.

(a) The Trustee shall act in accordance with the Trust Documents. In the event of a conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such tax returns and pay any taxes imposed on the GUC Trust in accordance with Section 5.3, (ii) comply with all applicable reporting and withholding obligations in accordance with Section 5.4, (iii) satisfy all requirements necessary to qualify and maintain qualification of the GUC Trust as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund, and (iv) take no action that could cause the GUC Trust to fail to qualify as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund.

(c) Other than the obligations of the Trustee specifically set forth in this Trust Agreement, the Plan, or the Confirmation Order, the Trustee shall have no obligations of any kind or nature with respect to his position as such.

2.3 Claims Administration. In accordance with the terms set forth in the TDPs, the Trustee shall administer, dispute, object to, compromise, or otherwise resolve all GUC Trust Claims.

2.4 Reporting.

(a) The Trustee shall timely prepare, file and distribute such statements, reports and submissions to the extent required by applicable law.

(b) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the “**Annual Report**”) containing special-purpose financial statements of the GUC Trust (including, without limitation, a special-purpose statement of assets, liabilities and net claimants’ equity, a special-purpose statement of changes in net claimants’ equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Annual Report shall be made available to the GUC Trust Beneficiaries by means of actual notice, provided, however, the Trustee may post the Annual Report on a website maintained by the GUC Trust in lieu of actual notice to each GUC Trust Beneficiary (unless otherwise required by law) (the “**Website**”).

ARTICLE III
ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (the “**Trust Accounts**”) on behalf of the GUC Trust with one or more financial depository institutions (each a “**Financial Institution**”).

(b) Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Debtor or its affiliated persons. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(c) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a) above.

(d) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the GUC Trust Beneficiaries and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and, except as specifically designated as such in accordance with the provisions of Section 5.3(c) below, are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” or a “disputed ownership fund” within the meaning of the IRC or Treasury Regulations.

(e) The Trustee shall establish a separate subaccount of the Trust to receive funds designated under the Plan for the UCC Professional Fee Escrow Account, which shall be administered exclusively in accordance with the terms set forth on Exhibit 5 hereto.

3.2 Investment Guidelines.

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 6** (the “**Investment Guidelines**”).

(b) In the event the GUC Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Trust Documents. This Section 3.2(b) is intended to modify the application to the GUC Trust of the “prudent person” rule, “prudent investor” rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the GUC Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the GUC Trust as set forth in Section 1.2 above.

3.3 Payment of Operating Expenses.

All operating expenses of the GUC Trust shall be paid from the GUC Trust as provided in the Plan. None of the Trustee, Delaware Trustee, the TAC, the GUC Trust Beneficiaries, nor any of their officers, agents, advisors, professionals, or employees shall be personally liable for the payment of any operating expense or other liability of the GUC Trust. Distributions to GUC Trust Beneficiaries.

(a) The Trustee will make distributions to GUC Trust Beneficiaries in a fair, consistent and equitable manner in accordance with this Trust Agreement, the TDPs, the Plan and the Confirmation Order.

(b) Distributions to GUC Trust Beneficiaries shall be made, as determined by the Trustee in his or her discretion subject to the terms of the Plan, provided, however, the GUC Trust must distribute at least annually to the GUC Trust Beneficiaries its net income plus all net proceeds from the sale of assets, except that the GUC Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims).

(c) The GUC Trust may withhold or deduct from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding in accordance with Section 5.4 below). Any Trust Assets which are undistributable in accordance with this Section 3.3 as of the termination of the GUC Trust shall (i) revert to the GUC Trust (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary); (ii) the GUC Trust Claim with respect to such undistributable amount shall be released, settled, compromised and forever barred, and (iii) the undistributable amount shall be reallocated to the other GUC Trust Claims, in accordance with provisions of the Plan and this Trust Agreement.

(d) The Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to GUC Trust Beneficiaries; provided, however, that such distribution agent shall have no greater authority than, and shall be subject to the same restrictions as, the Trustee under this Trust Agreement.

(e) Subject to Bankruptcy Rule 9010, any distribution to a GUC Trust Beneficiary shall be made: (1) at the addresses set forth on the respective proofs of Claim filed by such holders; (2) at the address set forth in any written notices of address changes delivered to the Trustee after the date of any related proof of Claim; or (3) at the address reflected in the schedules if no proof of Claim is filed with the Trustee (as to GUC Trust Claims administered by the GUC Trust) and the Trustee has not received a written notice of a change of address. Except as set forth in the TDPs, if any GUC Trust Distribution or other communication from the GUC Trust is returned as undeliverable, no further GUC Trust Distribution shall be made to such holder unless the Trustee is notified in writing of such holder's then current address. Undeliverable GUC Trust Distributions shall remain in the possession of the Trustee until the earlier of (i) such time as a GUC Trust Distribution becomes deliverable or (ii) such undeliverable GUC Trust Distribution becomes an Unclaimed Distribution pursuant to the provisions of the Plan, the TDPs, and this

Trust Agreement. Except as required by law, the Trustee (or its duly authorized agent) shall have no obligation to locate any GUC Trust Beneficiary.

(f) After final GUC Trust Distributions have been made in accordance with the Plan, the TDPs, the Confirmation Order and this Trust Agreement, and adequate provision has been made for all final obligations of the GUC Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization as selected by the Trustee in his or her discretion.

(g) Checks issued to GUC Trust Beneficiaries shall be null and void if not negotiated within one hundred eighty (180) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by the GUC Trust Beneficiary to whom such check was originally issued. Any GUC Trust Claim in respect of such a voided check shall be made within one hundred eighty (180) calendar days after the date of issuance of such check. If no request is made as provided in the preceding sentence, the check shall be deemed undistributable and shall be subject to the provisions of Section 3.3(c).

(h) Cash payments to foreign GUC Trust Beneficiaries may be made, at the option of the Trustee, in such funds and by such means as are necessary or customary in the foreign jurisdiction of such foreign holder.

(i) The Trustee shall have the discretion to determine the timing of GUC Trust Distributions in the most efficient and cost-effective manner possible; provided, however, that the Trustee's discretion may not be exercised in a manner inconsistent with any express requirements of the Plan.

(j) Notwithstanding any provision in the Trust Agreement, the TDPs, the Plan or the Confirmation Order to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of \$100 or less, due to the economic inefficiency of making a distribution of such a *de minimis* amount.

ARTICLE IV **TRUSTEE; DELAWARE TRUSTEE**

4.1 Number. In addition to the Delaware Trustee appointed pursuant to Section 4.12 below, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 Term of Service.

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the GUC Trust pursuant to Section 7.2 below.

(b) The Trustee may resign at any time upon written notice filed with the Bankruptcy Court and delivered to the TAC. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the consent of the TAC in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean (i) fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony, in each case whether or not connected to the GUC Trust, or (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder. For the avoidance of doubt, any removal of the Trustee pursuant to this Section 4.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the TAC as set forth herein. The TAC will nominate an individual to serve as successor Trustee. If the majority of the TAC then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee. In the event that a majority of the TAC then in office cannot agree on a successor Trustee, the matter will be resolved pursuant to Section 7.12 below.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the GUC Trust pursuant to Section 7.2 below.

4.3 Compensation and Expenses of the Trustee.

(a) The Trustee shall be compensated for his or her service as Trustee in the amount of \$750 per hour for services in 2024 (subject to annual increases consistent with the Trustee's practice and subject to the consent of the TAC, which consent shall not be unreasonably withheld or delayed), paid monthly.

(b) The GUC Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder. The GUC Trust will reimburse the Trustee for fees and expenses incurred prior to the Effective Date in connection with this Trust Agreement and effectuating a timely, orderly, and efficient transition of duties and obligations to the Trustee as of the Effective Date, (such amount not to exceed \$50,000), which shall be paid promptly after the Effective Date.

(c) The GUC Trust shall include in the Annual Report a description of the amounts paid under this Section 4.3.

4.4 Standard of Care; Exculpation.

(a) As used herein, the term “**Trust Indemnified Party**” shall mean each of (i) the Trustee, (ii) the Delaware Trustee, (iii) the TAC and (iv) the officers, employees, consultants, advisors, and agents of each of the GUC Trust, the Trustee, and the TAC.

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the GUC Trust, except those acts found by a final order of a court of competent jurisdiction (“**Final Order**”) to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the GUC Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the GUC Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the GUC Trust or the GUC Trust Beneficiaries, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

(d) The GUC Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

4.5 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the GUC Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. Such attorney-client privilege shall be vested solely in the Trustee, on behalf of the Trust, and not in the TAC, or any other person, committee or subcomponent of the Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a GUC Trust Claim. A successor Trustee shall succeed to and hold

the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own willful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the GUC Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 Indemnification.

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the GUC Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust Assets.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitral, from which they are indemnified by the GUC Trust shall be paid by the GUC Trust from the GUC Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the GUC Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee is authorized, but not required, to purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 Trustee Independence. The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Debtor. The Trustee shall not act as an attorney, agent, or other professional for any GUC Trust Beneficiary or any holder of any GUC Trust Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 No Bond. Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 Reliance by the Trustee. The Trustee may absolutely rely, and shall be fully protected in acting or refraining from acting if he or she relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that he or she has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, willful misconduct, or fraud in respect of the Trustee's duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Trust Agreement, the Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Trust Agreement, the Plan or any other document executed in connection therewith, and the Trustee shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

4.12 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.12, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.12(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the GUC Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the “Act”) and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the GUC Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the GUC Trust or the GUC Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the GUC Trust, request, rely on and act in accordance with officer’s certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer’s certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed

by the Trustee in accordance with the terms of Section 4.12(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.12(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the GUC Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the GUC Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the GUC Trust and the Delaware Trustee, which compensation shall be paid by the GUC Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the

performance or any action of the GUC Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

4.13 Trust Meetings.

(a) **Regular Meeting.** The Trustee shall hold regular Trust meetings with the TAC not less than quarterly, which may be held at such times and at such places as may be determined from time to time by the Trustee. For the avoidance of doubt, the Delaware Trustee shall not be required or permitted to attend any meetings of the Trustee contemplated by this Section 4.13.

(b) **Special Meetings.** Special meetings of the Trustee may be called by the Trustee by giving written notice to the TAC not less than one (1) Business Day prior to the date of the meeting. Any such notice shall include the time, place, and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) Business Day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference.** The Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 4.13(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice.** Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed

with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trust meeting need be specified in any waiver of notice.

(e) **Adjournment.** A meeting may be adjourned by the Trustee to another time and place.

4.14 Matters Requiring Consultation with TAC. The Trustee shall consult with the TAC on each of the following:

(a) The form(s) of acceptance and release to be executed by a GUC Trust Beneficiary for an Expedited Distribution or Non-Expedited Distribution, as set forth on Exhibit 4; and

(b) Any extraordinary circumstance which could have a material impact on the Trust.

4.15 Matters Requiring Consent of TAC. The Trustee shall obtain the consent of the TAC, or, otherwise, Bankruptcy Court approval in the event of a dispute in accordance with Section 7.12 hereof, for the items listed below:

(a) Any proposed modification to the indemnification provisions of the Trust Agreement;

(b) Any proposed sale, transfer or exchange of Trust Assets above \$[] (any proposed sale of Trust Assets below such amount shall not require TAC consent);

(c) Any proposed material modifications to the Trust Agreement, including Exhibit 4 thereto;

(d) Any proposed removal of the Trustee in accordance with Section 4.2(c); and

(e) Any proposed modification to the compensation of the Trustee after December 31, 2024.

The consent of the TAC shall not be unreasonably withheld, conditioned, or delayed.

4.16 Trustee's and TAC's Employment of Professionals.

(a) The Trustee may, but is not required to, retain and/or consult accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties deemed appropriate by the Trustee to assist in matters for the Trust within the Trustee's purview.

(b) The TAC may, but is not required to, retain and/or consult, legal counsel and such other parties deemed appropriate by the TAC to assist in matters within the TAC's purview (the "**TAC Professionals**"), provided that no TAC Professionals may be retained to act on behalf of any holder of a GUC Trust Claim. The Trust shall promptly reimburse, or pay directly if so requested, the TAC for all reasonable and documented fees and costs associated with the

TAC's employment of legal counsel pursuant to this provision in connection with the TAC's performance of its duties hereunder.

ARTICLE V

TAX MATTERS

5.1 Treatment of Aggregate Settlement Consideration Transfer. For all United States federal income tax purposes, all Parties shall treat the transfer of the Settlement Consideration to the GUC Trust as (i) a transfer of the Aggregate Settlement Consideration (subject to any obligations related to those assets) directly to the GUC Trust Beneficiaries, followed by (ii) the transfer by such GUC Trust Beneficiaries of such Aggregate Settlement Consideration to the GUC Trust in exchange for an interest in the GUC Trust (a "**GUC Trust Interest**") (other than the Trust Assets allocable to Disputed Claims and held as a "disputed ownership fund" within the meaning of Section 1.468B-9 of the Treasury Regulations ("**Disputed Ownership Fund**")). Accordingly, the GUC Trust Beneficiaries shall be treated for United States federal income tax purposes (and, to the extent permitted, for state and local income tax purposes) as the grantors and owners of their respective shares of the Aggregate Settlement Consideration (other than the Trust Assets allocable to the Disputed Ownership Fund).

5.2 Income Tax Status.

(a) For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable) and other than as provided pursuant to Section 5.3(c), this GUC Trust shall be treated as a liquidating trust pursuant to Section 301.7701-4(d) of the Treasury Regulations and as a grantor trust pursuant to Sections 671-679 of the IRC. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Trust Agreement, this Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status.

(b) The GUC Trust shall at all times to be administered so as to constitute a domestic trust for United States federal income tax purposes.

5.3 Tax Returns.

(a) In accordance with Section 6012 of the IRC and Section 1.671-4(a) of the Treasury Regulations, the Trustee shall file with the IRS annual tax returns for the GUC Trust on Form 1041 as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. In addition, the Trustee shall file in a timely manner for the GUC Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. The GUC Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items in respect of any assets allocable to, or retained on account of, the Disputed Ownership Fund) will be allocated to the GUC Trust Beneficiaries in accordance with their relative ownership of GUC Trust Interests. Within a reasonable time following the end of the taxable year, the GUC Trust shall send to each GUC Trust Beneficiary a separate statement setting forth such GUC Trust Beneficiary's items of income, gain, loss, deduction or credit and will instruct each such GUC Trust Beneficiary to report such items on his/her applicable income tax return.

(b) The GUC Trust shall be responsible for payment, from the GUC Trust, of any taxes imposed on the GUC Trust (including any taxes imposed on the Disputed Ownership Fund) or the Trust Assets. In accordance therewith, any taxes imposed on the Disputed Ownership Fund or its assets will be paid from the GUC Trust.

(c) The Trustee may timely elect to treat any Trust Assets allocable to Disputed Claims to a Disputed Ownership Fund, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a Disputed Ownership Fund election is made, all parties (including the Trustee and the holders of GUC Trust Interests) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing. The GUC Trust shall file all income tax returns with respect to any income attributable to the Disputed Ownership Fund and shall pay from the GUC Trust all U.S. federal, state and local income taxes attributable to such Disputed Ownership Fund based on the items of income, deduction, credit, or loss allocable thereto.

5.4 Withholding of Taxes and Reporting Related to GUC Trust Operations. The GUC Trust shall comply with all withholding, deduction and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the GUC Trust shall be subject to any applicable withholding, deduction and reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any such withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions to a GUC Trust Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such GUC Trust Beneficiary shall be treated as part of the GUC Trust Distribution to such GUC Trust Beneficiary. To the extent that the operation of the GUC Trust or the liquidation of the Trust Assets creates a tax liability imposed on the GUC Trust, the GUC Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the GUC Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All GUC Trust Beneficiaries shall be required to provide any information necessary to effect the withholding and reporting of such taxes. The Trustee may require each GUC Trust Beneficiary to furnish to the GUC Trust (or its designee) its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited to a Form W-8BEN, Form W-8BENE-E, or Form W-9) (the “**Tax Documents**”). The Trustee may condition any and all distributions to any GUC Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan. [Notwithstanding any of the foregoing provisions of this Section 5.4, to the extent that any distributions to be made from the GUC Trust that constitute compensation as wages (“**Wage Distributions**”), the GUC Trust shall not bear any liability for the employer portion of any payroll taxes applicable to Wage Distributions, which shall be borne by the Post-Effective Date Debtor.]

5.5 Valuation. Within 180 days after the Effective Date, the Trustee shall make a good faith valuation of the Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties for all United States federal income tax purposes. The Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the GUC Trust that are required by any governmental unit.

5.6 Expedited Determination of Taxes. The Trustee may request an expedited determination of taxes of the GUC Trust, under Section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for all taxable periods through the termination of the GUC Trust.

ARTICLE VI

TRUST ADVISORY COMMITTEE

6.1 Members; Action by Members. The TAC shall be composed of three members appointed to represent the interests of holders of GUC Trust Claims. The initial TAC members shall be the following: David Barton, Denny Hamilton, and Stephanie Westermeier. Except as otherwise set forth in the Trust Documents, the TAC shall act by majority vote of TAC members then serving, provided, however, the TAC may continue to act in the event of one or more vacancies on the TAC, in which case majority vote of the TAC members then serving shall be required for action by the TAC.

6.2 Duties. The members of the TAC shall serve in a fiduciary capacity representing holders of GUC Trust Claims. The TAC shall not have any fiduciary duties or responsibilities to any party other than holders of GUC Trust Claims. Except for the duties and obligations expressed in this Trust Agreement, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TAC. To the extent that, at law or in equity, the TAC has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the other parties hereto, or any Beneficiary, such duties and liabilities are replaced by the duties and liabilities of the TAC expressly set forth in this Trust Agreement.

6.3 TAC Information Rights. The TAC shall have reasonable access to the Trust's consultants and other advisors retained by the Trust and its staff (if any), and information available to the Trustee, which access shall be made available as determined by the Trustee in his or her discretion.

6.4 [Reserved.]

6.5 Term of Office.

(a) Each member of the TAC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) below, (iii) his or her removal pursuant to Section 6.5(c) below, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(b) A member of the TAC may resign at any time by written notice to the other members of the TAC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than thirty (30) days after the date such notice is given, where practicable.

(c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or for other good cause, provided the member of the TAC has received reasonable notice and an opportunity to be heard. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case

whether or not connected to the Trust or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings. Such removal shall require the majority vote of the other members of the TAC and such removal shall take effect only upon the approval of the Bankruptcy Court.

6.6 Appointment of Successor.

(a) In the event of a TAC member vacancy, the remaining TAC members shall propose an individual as successor, subject to the approval of the Trustee, which approval may not be unreasonably withheld. In the event a successor TAC member is not appointed within sixty (60) days following the occurrence of such vacancy, the Bankruptcy Court may appoint a successor TAC member upon motion of the Trustee.

(b) Each successor member of the TAC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) above, (iii) his or her removal pursuant to Section 6.5(c) above, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(c) No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member. No TAC member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

6.7 Compensation and Expenses of the TAC. The members of the TAC shall not be entitled to compensation for their services but shall be reimbursed promptly for all reasonable and documented ordinary and customary out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder, subject to the limitation of Section 7.16 below. The Trust shall include a description of the amounts paid under this Section 6.7 in the Annual Report to be filed with the Bankruptcy Court and posted on the Trust's Website.

6.8 Procedures for Consultation with and Obtaining the Consent of the TAC.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the TAC pursuant to Section 4.14 above, the Trustee shall provide the TAC with written advance notice of the matter under consideration, to the extent practicable, and with all relevant information and documents concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC with such reasonable access to the consultants and other advisors retained by the Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such matter, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee, to the extent practicable.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 6.8(a), the Trustee shall take into consideration the time required for the TAC to meet and consult as to such matter. In any event,

the Trustee shall not take definitive action on any such matter until at least five (5) Business Days after providing the TAC with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived in writing by the TAC or at a meeting where the TAC and Trustee are present, or the Trustee determines in his reasonable discretion that definitive action is required earlier.

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the TAC pursuant to the Trust Documents, the Trustee shall provide the TAC with a written notice stating that its consent is being sought, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TAC as much relevant additional information concerning the proposed action as is requested by the TAC and as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC with such reasonable access to the Trust consultants and other advisors retained by the Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) For matters requiring the consent of the TAC:

(A) The TAC must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee, in writing, of its consent or its objection to the proposed action within five (5) Business Days of receiving the original request for consent from the Trustee, unless the Trustee extends the time for such response. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold its consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Trustee, in writing, of its consent or its objections to the action within five (5) Business Days of receiving notice regarding such request (or within such additional time as may be granted by the Trustee in his or her discretion), the TAC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(B) If, after following the procedures specified in this Section 6.8(b), the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TAC shall resolve their dispute pursuant to Section 7.15 below, provided, however in that event the TAC shall have the burden of proof to show the validity of the TAC's objection.

ARTICLE VII
GENERAL PROVISIONS

7.1 Irrevocability. To the fullest extent permitted by applicable law, the GUC Trust is irrevocable.

7.2 Term; Termination.

(a) The term for which the GUC Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 7.2.

(b) The Trustee shall make continuing efforts to monetize any non-liquid Trust Assets.

(c) The Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Trustee determines that the pursuit of additional Retained Preference Actions is not likely to yield sufficient additional Cash to justify further pursuit of such claims, or (b) all distributions of Cash and other Trust Assets required to be made by the Trustee under the Plan and this Trust Agreement have been made in accordance with provisions of the Plan and this Trust Agreement, provided, however, that in no event shall the GUC Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of any extension period), determines that a fixed period extension is necessary to facilitate or complete the recovery on and liquidation of the Trust Assets (the “**Dissolution Date**”).

(d) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the GUC Trust by the Trustee and payment of all of the liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the GUC Trust shall be distributed or disbursed in accordance with Section 3.3 and Section 5.3(c) above.

(e) Following the dissolution and distribution of the assets of the GUC Trust, the GUC Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the GUC Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the GUC Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

7.3 Amendments. Any amendment to or modification of this Trust Agreement may be made in writing and only with the consent of the Trustee, the TAC (which consent in each case shall not be unreasonably withheld, conditioned or delayed) and subject to the approval Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (ii) modifications to satisfy any

requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement. Notwithstanding the foregoing, neither this Trust Agreement, nor any Exhibit to this Trust Agreement, shall be modified or amended in any way that could jeopardize, impair, or modify the GUC Trust's "liquidating trust" status. Any amendment affecting the rights, duties, immunities, or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. Notwithstanding any other provision of this Trust Agreement, no material modifications may be made to this Section 7.5 of this Trust Agreement without the consent of the Trustee, the unanimous consent of the TAC, and subject to the approval of the Bankruptcy Court.

7.4 Severability. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

7.5 Notices.

(a) Notices to GUC Trust Beneficiaries shall be given in accordance with such person's claims form submitted to the GUC Trust.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the GUC Trust:

Matthew J. Dundon
Dundon Advisers LLC
10 Bank Street, Suite 1100
White Plains, New York 10606

With a copy (which shall not constitute notice) to:

To the Delaware Trustee:

With a copy (which shall not constitute notice) to:

To the TAC:

David Barton

Denny Hamilton

Stephanie Westermeier

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

7.6 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the GUC Trust, the Delaware Trustee, the Trustee, the TAC, and their respective successors and assigns, except that neither the GUC Trust, the Delaware Trustee, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Delaware Trustee in accordance with Section 4.12 (d), and in the case of the Trustee in accordance with Section 4.2(d) above.

7.7 Limitation on GUC Trust Interests for Securities Laws Purposes. GUC Trust Interest (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

7.8 Exemption from Registration. The Parties hereto intend that the interests of the GUC Trust Beneficiaries under this Trust Agreement shall not be “securities” under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute “securities,” the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the GUC Trust Interests will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

7.9 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

7.10 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

7.11 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed

according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the GUC Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the TAC, or the Delaware Trustee set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the GUC Trust.

7.12 Dispute Resolution.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 7.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 7.12 shall not apply to the Delaware Trustee in any respect.

(b) **Informal Dispute Resolution.** Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute (“**Notice of Dispute**”). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution.** The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute (“**Statement of Position**”). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party’s position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party’s Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty’s position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or

counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 7.12(d) below.

(d) **Judicial Review.** The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.7 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the GUC Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court. Notwithstanding anything to the contrary in this Trust Agreement, the Trust shall bear the reasonable costs and expenses of the TAC in connection with any dispute that arises under this Trust Agreement.

7.13 Effectiveness. This Trust Agreement shall become effective on the Effective Date.

7.14 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

TRUSTEE

DELAWARE TRUSTEE

By: _____

TAC MEMBER

By: _____

TAC MEMBER

By: _____

TAC MEMBER

By: _____

EXHIBIT 1.
AGGREGATE SETTLEMENT CONSIDERATION

EXHIBIT 2.
DEBTOR WIND-DOWN ADMINISTRATION

The individual designated as the Trustee under this Trust Agreement shall also perform duties related to the Wind-Down of the Debtor, in his capacity as a Wind-Down Officer. The Wind-Down Officer shall be named as an insured in connection with his role as Wind-Down Officer during the wind down period of the Debtor's Estate or until the termination of the Debtor's corporate or other existence, with such insurance to provide a tail period thereafter for the Wind-Down Officer. In furtherance of the Plan, on the Effective Date, Trustee, in his capacity as Wind-Down Officer, shall periodically consult with the Trustee of the PI/WD Trust, on matters the Wind-Down Officer deems necessary or desirable, on matters concerning the winding down of the Debtor's Estates and upon the request of the PI/WD Trustee.

A. **Administration of the Wind-Down.** Post-Effective Date the Trustee, in his capacity as Wind-Down Officer, shall administer the responsibilities of the Debtor, including, but not limited to:

- (i) effectuating the process to wind down, dissolve and liquidate the Estates and distribute any remaining assets in accordance with the Plan, including taking any steps to dissolve, liquidate, bankrupt or take other similar action with respect to the Debtor and any direct or indirect subsidiary of a Debtor, if and to the extent necessary, including by terminating the corporate or organizational existence of the Debtor and each such subsidiary.
- (ii) implementing, enforcing, complying with and effectuate, as applicable, all provisions of the Plan and the obligations under the Plan.
- (iii) preparing and filing appropriate tax returns and other reports on behalf of the Debtor and pay taxes or other obligations owed by the Debtor (including, without limitation, any Allowed Administrative Expense Claims and Allowed Priority Tax Claims).
- (iv) entering into and consummating any transactions for the purpose of dissolving the Debtor.
- (v) winding down the affairs of the Debtor, if and to the extent necessary, including establishing any administrative reserves necessary, and taking any steps to dissolve, liquidate, bankrupt, or take other similar action with respect to the Debtor, including by terminating the corporate or organizational existence of the Debtor.
- (vi) taking such actions as are necessary or appropriate to close any of the Debtor's Chapter 11 Cases.
- (vii) maintaining the books and records and accounts of the Debtor and resolving issues pertaining to the retention or disposal of the books and records of the Debtor.

- (viii) providing periodic reports and updates to the GUC Trust and the PI/WD Trust, no less than quarterly, regarding the status of the administration of the Wind-Down of the Debtor.
- (ix) to the extent not made on or prior to the Effective Date, making distributions on behalf of the Debtor, including through the disbursing agents, to parties that are not GUC Trust Beneficiaries or PI/WD Trust Beneficiaries (including, without limitation, the holders of Allowed Administrative Expense Claims, Priority Tax Claims, Other Priority Claims), pursuant to the Plan from funds of the Debtor on the Effective Date to make such distributions.
- (x) paying the expenses of the Wind-Down from the Debtor's assets, including insurance for the Wind-Down Officer.
- (xi) funding the GUC Trust and the PI/WD Trust on a 50/50 basis any net assets or net proceeds of the Debtor in anticipation of the dissolution of the Debtor.

B. Books and Records of Wind-Down. The Trustee, in his capacity as Wind-Down Officer, shall maintain, in respect of the Wind-Down of the Debtor Estates, all books and records of the Debtor, in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof.

C. Tax Reporting and Payments for Wind-Down. The Trustee, in his capacity as Wind-Down Officer, may request an expedited determination of taxes of the Debtor, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtor for all taxable periods through dissolution.

D. ERC Credits. The Trustee, in his capacity as Wind-Down Officer, shall pursue the benefits of the ERC Credits of the Debtor for all taxable periods through dissolution and the proceeds thereof shall be paid over to the GUC Trust and the PI/WD Trust on a 50/50 basis promptly upon receipt.

EXHIBIT 3.
CERTIFICATE OF TRUST OF THE
TEHUM GUC LIQUIDATING TRUST

This Certificate of Trust of the TEHUM GUC LIQUIDATING TRUST (the “*Trust*”) is being duly executed and filed by the undersigned Trustees of the Trust, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code § 3801 *et seq.*) (the “*Act*”).

Name. The name of the statutory trust formed hereby is:

TEHUM GUC LIQUIDATING TRUST

Delaware Trustee. The name and business address of the Delaware Trustee of the Trust in the State of Delaware is:

Effective Date. This Certificate of Trust shall be effective on [], 2024.

IN WITNESS WHEREOF, the undersigned, being all of the trustees of the Trust, have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

TRUSTEE:

DELAWARE TRUSTEE:

By: _____

By: _____

EXHIBIT 4.
GUC TRUST DISTRIBUTION PROCEDURES

TEHUM CARE SERVICES, INC.

TRUST DISTRIBUTION PROCEDURES FOR GUC CLAIMS

**ARTICLE I
PURPOSE AND GENERAL GUIDELINES**

A. Purpose. The purpose of the GUC Trust (or the “**Trust**”) is to, among other things, (i) assume legal liability for Channeled GUC Trust Claims—*i.e.*, Channeled GUC Claims, which are referred to herein as “**GUC Claims**” and Channeled Indirect GUC Claims, which are referred to herein as “**Indirect Claims**”—pursuant to the terms of the Plan, (ii) prosecute and assert the Retained GUC Trust Causes of Action, (iii) to hold, preserve, maximize, liquidate, and administer the GUC Trust Assets (the “**Trust Assets**”) for the benefit of the beneficiaries of the Trust, (iv) liquidate the Trust Assets, (v) employ procedures to allow valid Channeled GUC Trust Claims (as further set forth herein) in accordance with section 502 of the Bankruptcy Code and/or applicable law (each, an “**Allowed GUC Claim**” or an “**Allowed Indirect Claim**”), (vi) determine an allowed liability amount for each Allowed Channeled GUC Claim or Allowed Indirect Claim (the “**Allowed Claim Amount**”), and (vii) process and direct payment of all Allowed Channeled GUC Trust Claims. These Trust Distribution Procedures (the “**TDPs**”) are adopted pursuant to the GUC Trust Agreement (the “**Trust Agreement**”) and have been approved as fair, equitable, and reasonable by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”). The TDPs are designed to provide fair, equitable, and substantially similar treatment for Allowed Channeled GUC Trust Claims. The TDPs provide the means for resolving all Channeled GUC Trust Claims (“**Trust Claims**”) that were assumed by the Trust and for which the Debtor had or is alleged to have legal responsibility. As set forth in the Trust Agreement, the GUC Trustee (the “**Trustee**”) will implement and administer the TDPs, with the goals of securing the just, speedy, fair, reasonable, and cost-efficient determination of every Trust Claim, providing substantially similar treatment to holders of similar, legally valid and supported Allowed Trust Claims as set forth herein, and obtaining and maximizing the benefits of the Trust Assets.

B. General Principles. To achieve maximum fairness and efficiency, and recoveries for holders of Allowed Trust Claims, the TDPs are founded on the following principles:

1. objective claim eligibility criteria;
2. clear and reliable proof requirements;
3. administrative transparency;
4. a rigorous review and evidentiary process that requires the Trustee to determine and reach final determinations and to achieve Allowed Claim Amounts that are fair and reasonable;
5. robust audit procedures to verify the submission and payment of valid Trust Claims; and
6. independence of the Trust and the Trustee.

C. Payment of Allowed GUC Claims. Pursuant to the Plan, the Trust has assumed the legal liability for, and obligation to pay, Trust Claims to the extent such Claims are Allowed GUC Claims or Allowed Indirect Claims. The Trust Assets shall be used to fund distributions to Claimants who are determined by the Trustee to hold Allowed GUC Claims or Allowed Indirect Claims under the TDPs. The amounts that certain Claimants who are determined by the Trustee to hold Allowed GUC Claims or Allowed Indirect Claims will be paid on account of their Trust Claims will depend on, among other things, the Trust's ability to liquidate and recover the proceeds of the assigned insurance rights and other causes of action. The amount of any installment payments, initial payments, or payment percentages established under the TDPs or the Trust Agreement will be calculated based on (i) any Claimant's Allowed Claim Amount or (ii) the right to payment that the holder of a Trust Claim has against the Debtor, as assumed by the Trust.

D. Interpretation. In the event of any ambiguity or conflict between the terms of these TDPs, the Trust Agreement, the Plan and the Confirmation Order, each document shall have controlling effect in the following order of priority: (1) the Confirmation Order, (2) the Plan, (3) the Trust Agreement, and (4) the TDPs.

ARTICLE II DEFINITIONS AND RULES OF INTERPRETATION

A. Incorporation of Plan Definitions. Capitalized terms used but not defined in the TDPs have the meanings ascribed to them in the Plan or the Trust Agreement and such definitions are incorporated in the TDPs by reference.

B. Definitions. The following terms have the respective meanings set forth below:

1. "Acceptance and Release" shall have the meaning set forth in ARTICLE VIII.D.
2. "ADR Procedures" shall have the meaning set forth in ARTICLE IV.K.
3. "Allowed Claim Amount" shall have the meaning set forth in ARTICLE I.A.
4. "Allowed Claim Notice" shall have the meaning set forth in ARTICLE IV.I.
5. "Allowed GUC Claim" shall have the meaning set forth in ARTICLE I.A.
6. "Basic Claim Submission" shall mean the submission of Identifying Information to the Trust and the election to make or not make the Expedited Distribution Election.
7. "Channeled Indirect GUC Claim" shall have the meaning ascribed to it in the Plan.
8. "Channeled GUC Claim" shall have the meaning ascribed to it in the Plan.

9. **“Channeled GUC Trust Claim”** shall have the meaning ascribed to it in the Plan.
10. **“Claim Notice”** shall have the meaning set forth in ARTICLE IV.I.
11. **“Claimant”** shall mean the holder of a GUC Claim or the holder of an Indirect Claim.
12. **“Claims Audit Program”** shall have the meaning set forth in ARTICLE IV.L.
13. **“Disallowed Claim”** shall have the meaning set forth in ARTICLE IV.F.
14. **“Disallowed Claim Notice”** shall have the meaning set forth in ARTICLE IV.H.
15. **“Exigent Hardship Claim”** shall mean a GUC Claim that is compensable hereunder, for which the Trustee, in his or her sole discretion, determines that the claimant needs immediate financial assistance based on the claimant’s expenses and all sources of available income.
16. **“Expedited Distribution”** shall have the meaning set forth in ARTICLE V.A.
17. **“Expedited Distribution Election”** shall mean an irrevocable election made by an individual to receive an Expedited Distribution on account of a GUC Claim.
18. **“FIFO”** shall mean “first-in-first-out” and refers to the impartial basis for establishing a sequence pursuant to which GUC Claims shall be initially reviewed by the Trust.
19. **“FIFO Processing Queue”** shall mean the FIFO line-up on which the Trust initially reviews Trust Claims Submissions.
20. **“Final Determination”** shall have the meaning set forth in ARTICLE IV.J.
21. **“GUC Claim”** shall be a Channeled GUC Claim.
22. **“GUC Claimant”** shall mean the holder of a GUC Claim.
23. **“GUC Claim Criteria”** shall have the meaning set forth in ARTICLE VI.A.
24. **“Identifying Information”** shall mean, with respect to the holder of a Trust Claim, the holder’s: (a) name; (b) address; (c) social security number or employer identification number (if the holder has one); and (d) counsel serving as the holder’s representative (if any) and such counsel’s address.
25. **“Indirect Claim”** means a Channeled Indirect GUC Claim.

26. **“Indirect Claimant”** shall mean the holder of an Indirect Claim.
27. **“Indirect Claim Criteria”** shall have the meaning set forth in ARTICLE VII.A.
28. **“Initial Claims Filing Date”** shall mean the date on which the Trust first provides notice that it is able to accept Trust Claim Submissions.
29. **“Initial Payment Percentage”** shall have the meaning set forth in ARTICLE VIII.B.
30. **“Opt Out Return Election”** shall have the meaning set forth in ARTICLE IX.C.
31. **“GUC Types”** shall have the meaning set forth in ARTICLE VI.C.
32. **“Potentially Liable Party”** means any party that is potentially co-liable with the Trust for a Trust Claim, including governmental entities. Potentially Liable Parties shall not include any Released Party.
33. **“Proposed Allowed Claim Amount”** shall have the meaning set forth in ARTICLE IV.I.
34. **“Reconsideration Request”** shall have the meaning set forth in ARTICLE IV.K.
35. **“Reconsideration Deadline”** shall have the meaning set forth in ARTICLE IV.K.
36. **“Released Parties”** shall have the meaning ascribed to it in the Plan.
37. **“Supplemental Payment Percentage”** shall have the meaning set forth in ARTICLE VIII.C.
38. **“TAC”** shall mean the Trust Advisory Committee that represents the interests of holders of GUC Claims pursuant to the Plan and Trust Agreement.
39. **“Threshold Criteria”** shall have the meaning set forth in ARTICLE IV.D.
40. **“Trust Claim”** means a Channeled GUC Trust Claim.
41. **“Trust Claim Submission”** shall have the meaning set forth in ARTICLE IV.E.
42. **“Trust Claim Submission Date”** shall have the meaning set forth in ARTICLE IV.E.

C. Interpretation; Application of Definitions and Rules of Construction. For purposes of the TDPs, unless otherwise provided herein: (1) whenever from the context it is

appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference to a person as a holder of a Claim includes that person's estate, successors, and assigns; (3) the words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the TDPs as a whole and not to any particular article, section, subsection, or clause; (4) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words "without limitation;" (5) any effectuating provisions of the TDPs may be reasonably interpreted by the Trustee in such a manner that is consistent with the overall purpose and intent of the TDPs without further notice to or action, order, or approval of the Bankruptcy Court; (6) the headings in the TDPs are for convenience of reference only and shall not limit or otherwise affect the provisions hereof; (7) in computing any period of time prescribed or allowed by the TDP, unless otherwise expressly provided herein, the provisions of Bankruptcy Rule 9006(a) shall apply; (8) "or" is not exclusive; and (9) all provisions requiring the consent of a person shall be deemed to mean that such consent shall not be unreasonably withheld.

ARTICLE III TDP ADMINISTRATION

A. Administration. Pursuant to the Plan and the Trust Agreement, the Trust and the TDPs shall be administered by the Trustee subject to the consultation and consent provisions applicable to the TAC.

B. Powers and Obligations. The powers and obligations of the Trustee, and the consultation and consent provisions applicable to the TAC are set forth in the Trust Agreement. For the avoidance of doubt, the TAC shall have no authority or ability to modify, reject, or influence any claim review or Allowed Claim Amount determination under the TDPs.

C. Consent Procedures. The Trustee shall obtain the consent of the TAC on any amendments to the TDPs pursuant to ARTICLE XI.A, and on such matters as are otherwise required below. Such consent shall not be unreasonably withheld, conditioned or delayed.

D. Extension of Deadlines. The Trustee with the consent of the TAC may extend any deadlines set forth in the TDPs.

ARTICLE IV GENERAL TRUST PROVISIONS

A. Confidentiality. Documents submitted to the Trust by a Claimant are for the sole benefit of the Trust and not third parties or defendants. All submissions to the Trust by a Claimant, including Trust Claim Submission and any documents submitted therewith, shall be treated as made during settlement discussions between the Claimant and the Trust and are intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including those directly applicable to settlement discussions. The Trust will preserve the confidentiality of such Claimant submissions and shall disclose the contents thereof only to such persons as authorized by the Claimant, the TDPs, or in response to a valid subpoena of such materials, seeking non-privileged, non-mediation protected materials, issued by the Bankruptcy Court, the United

States District Court for the Southern District of Texas, or any other court of competent jurisdiction. The Trust shall provide counsel for the Claimant, or if the Claimant is unrepresented, the Claimant, with a copy of any such subpoena immediately upon being served. In such a case, the Trust shall provide notice to counsel for the Claimant, or if the Claimant is unrepresented, the Claimant, to allow such party sufficient time to object to the production. The Trust shall on its own initiative or upon request of the Claimant or Claimants in question take all necessary and appropriate steps to preserve all privileges. Notwithstanding anything in the foregoing to the contrary, the Trust may disclose information, documents, or other materials reasonably necessary in the Trust's judgment to (i) one or more consultants and professionals (including a third party claims processing firm) retained by the Trust to assist in the administration of the Trust Claims, and (ii) preserve, obtain, litigate, resolve, or settle insurance coverage, or pursue any other claims transferred or assigned to the Trust by the holder of the Trust Claim or operation of the Plan; *provided, however*, that the Trust shall take all steps reasonably feasible to preserve the further confidentiality of such information, documents, and materials.

B. FIFO Claims Process Queuing and Exigent Claims. Except as otherwise provided herein with respect to Exigent Hardship Claims, the Trust shall commence review of all Trust Claim Submissions for processing purposes on a FIFO basis, provided, however, that nothing herein shall require the Trust to complete the review of any Trust Claim prior to reviewing and paying any subsequently filed Trust Claims. A Claimant's position in the FIFO Processing Queue shall be determined as of the Claimant's Trust Claim Submission Date. A Claimant that seeks recovery on account of an Exigent Hardship Claim shall be moved in front of the FIFO Processing Queue no matter what the order of processing otherwise would have been under the TDPs.

C. Statute of Limitations or Repose. The statute of limitations and the choice of law determination applicable to claims against the Trust shall be determined by reference to the jurisdiction where a claim was pending on the Petition Date, or where such a claim could have been timely and properly filed as asserted by the Claimant. To be considered timely submitted and eligible for compensation, all Trust Claims filed against the Trust must either (a) in the case of claims first filed against the Debtor prior to the Petition Date, have been filed prior to the applicable federal or state statute of limitations and repose that was in effect at the time of the filing of the claim, and such claim must not have been dismissed prior to the Petition Date; or (b) in the case of claims not filed against the Debtor prior to the Petition Date, have been filed with the Trust prior to the applicable federal or state statute of limitations and repose that was in effect at the time of the filing of a Basic Claim Submission with the Trust. For the purpose of applying the TDPs, the running of the applicable statute of limitations or repose shall be tolled as of the earliest of: (a) the actual filing of a claim against the Debtor prior to the Petition Date; (b) the date specified by agreement or otherwise among the Debtor and/or the Trust, on the one hand, and the applicable claimant, on the other hand, (or, if none, the date of the agreement) in the case of tolling prior to the Petition Date by an agreement or otherwise, provided such tolling was still in effect on the Petition Date; or (c) the Petition Date. The tolling as of the Petition Date shall run and exhaust as of 30 days after the Effective Date of the Plan. If a Trust Claim meets any of the tolling provisions in the foregoing sentence and the claim was not barred by the applicable federal or state statute of limitations or repose at the time of the relevant tolling event, it shall be treated as timely

filed if a Basic Claim Submission in respect of such claim is filed with the Trust within sixth (60) days after the Initial Claims Filing Date.

D. Threshold Eligibility. To be eligible to potentially receive compensation from the Trust on account of a Trust Claim, each Claimant must:

- (1) have timely filed, or have been deemed to have timely filed, a Proof of Claim with the Bankruptcy Court;
- (2) have signed the Proof of Claim attesting to the truth of its contents under penalty of perjury, or, if not, supplements the Proof of Claim to so provide such verification;
- (3) have filed a Proof of Claim that is free of material defect such that the Trustee is able to determine from the Proof of Claim that Trust Claim is *prima facie* valid and is not barred by any applicable federal or state statute of limitations or repose; and
- (4) have not previously had the Trust Claim dismissed on the merits or have received payments on the Trust Claim such that no recovery from the Trust would be permissible under the TDPs, including ARTICLE X.

Trust Claims asserted by Claimants who do not satisfy this threshold eligibility criteria (collectively, the “**Threshold Criteria**”) shall be deemed by the Trustee to be Disallowed Claims after a Disallowed Claim Notice has been delivered in accordance with ARTICLE IV.H, and shall not be paid by the Trust.

E. Claims Evaluation. The Trust shall evaluate each GUC Claim individually and will follow the uniform procedures and guidelines set forth herein to determine, based on the evidence obtained by the Trust, whether a GUC Claim should be Allowed. After a review of the documentation provided by the Claimant in his or her Trust Claim Submission and any follow-up materials, the Trust will determine the Trust Claim to be either (i) legally valid and an Allowed GUC Claim or an Allowed Indirect Claim or (ii) legally invalid and ineligible for compensation (a “**Disallowed Claim**”).

F. Deficiency Notices. If the Trust Claim does not include evidence that is presumptively reliable, or the Trustee otherwise determines that additional evidence is reasonably required to establish the validity of a Trust Claim, the Trust may issue deficiency notices to Claimants identifying the information requested by the Trust to cure the deficiency. The failure to provide information requested by the Trust shall be grounds for the Trustee to determine that a claim is a Disallowed Claim.

G. Disallowed Claims. If the Trustee determines that a Trust Claim is a Disallowed Claim, the Trustee shall provide written notice of his or her determination to the relevant Claimant (an “**Disallowed Claim Notice**”). If the Trustee determines that a Trust Claim is a Disallowed Claim, the Trustee will not perform the Allowed Trust Claim valuation analysis described herein.

H. Allowed Trust Claims. If the Trustee determines that a Trust Claim is an Allowed Trust Claim, the Trustee shall utilize the procedures described in ARTICLE VI.C to determine the value of Trust Claim and the procedures described in ARTICLE VII.C to determine the value for Indirect Claims (each, a “**Proposed Allowed Claim Amount**”), and provide written notice of allowance and the Proposed Allowed Claim Amount to the Claimant (an “**Allowed Claim Notice**” and together with the Disallowed Claim Notice, a “**Claim Notice**”) as set forth in ARTICLE IV.J below. The Trustee shall have the right to develop additional procedures necessary to determine the value of any Trust Claims that are not subject to ARTICLE VI or ARTICLE VII so that they are valued in accordance with state law or, if applicable, other non-bankruptcy law and result in values consistent with values ascribed to other Trust Claims under the TDPs.

I. Claims Determination. If the Claimant accepts the Proposed Allowed Claim Amount in the Allowed Claim Notice or the reconsideration process set forth hereinafter in ARTICLE IV.K has been exhausted, the Proposed Allowed Claim Amount shall become the Allowed Claim Amount for such Trust Claim, operating as a final settlement for such Trust Claim and a determination of the Debtor’s liability for such Trust Claim (a “**Final Determination**”), and the holder of such Allowed Trust Claim shall be approved for payment in accordance with ARTICLE VIII.A, subject to the Claimant executing the Acceptance and Release set forth in ARTICLE VIII.D.

J. ADR Procedures for Reconsideration Requests. A Claimant may make a request for reconsideration of (i) a determination that his or her Trust Claim is ineligible for compensation, or (ii) the valuation of the Trust Claim by the Trust (a “**Reconsideration Request**”) within ninety (90) days of receiving a Disallowed Claim Notice or an Allowed Claim Notice (the “**Reconsideration Deadline**”). Any Claimant who fails to submit a Reconsideration Request to the Trust by the Reconsideration Deadline shall be deemed to accept the disallowance of the Trust Claim or the Proposed Allowed Claim Amount. The Trustee shall develop non-binding alternative dispute resolution procedures (the “**ADR Procedures**”) to resolve Reconsideration Requests. Disputes over the validity of a Trust Claim shall be eligible for reconsideration and resolution under the ADR Procedures. The Claimant may submit further evidence in support of the Trust Claim with the Reconsideration Request. The neutral designated in the ADR Procedures will reconsider the Trust Claim—including all new information provided by the Claimant in the Reconsideration Request—and will have the discretion to maintain the prior determination or determine that the Trust Claim in question is an Allowed Trust Claim or should receive a new Proposed Allowed Claim Amount. If the neutral designated in the ADR Procedures determines upon reconsideration that a Trust Claim is an Allowed Trust Claim and/or should receive a new Proposed Allowed Claim Amount, the neutral designated in the ADR Procedures will deliver their recommendation to the Trustee.

Neither the Trustee nor the Claimant is bound by the neutral’s determination. The Trustee may accept or reject the neutral’s recommendation. If the Trustee accepts the neutral’s recommendation in whole or in part, the Trustee will provide the Claimant a written notice containing a revised Proposed Allowed Claim Amount (a “**Revised Proposed Allowed Claim Notice**”). The Claimant may accept this revised Proposed Allowed Claim Amount, or reject it. If the Claimant rejects the revised Proposed Claim Amount, the Claimant will provide notice of such rejection to the Trustee within thirty (30) days of receiving a Revised Proposed Allowed Claim Notice (a “**Revised Proposed Allowed Claim Rejection**”). Any Claimant who fails to

submit a timely Revised Proposed Allowed Claim Rejection following receipt of a Revised Proposed Allowed Claim Notice shall be deemed to accept the Revised Proposed Allowed Claim Amount. If the Trustee rejects the neutral's recommendation for any reason, then the Trustee shall provide a written notice of such rejection to the Claimant (the "**Rejection Notice**"). Within thirty (30) days of the submission of the Rejection Notice or the receipt of a Revised Proposed Allowed Claim Rejection, the Trustee shall file a written objection to the Trust Claim with the Bankruptcy Court (the "Claim Objection"). The Claim Objection creates a contested matter that shall proceed under Fed. R. Bankr. P. 9014 and the Trust Claim shall be allowed in such amount to be determined by entry of a final order of the Bankruptcy Court.

K. Claims Audit Program. The Trustee may institute procedures for auditing the reliability of evidence submitted to the Trust involving Trust Claims for which the Trust has legal responsibility (the "**Claims Audit Program**"). The Trustee may utilize the services of a third-party claims processing facility to assist in the evaluation of Trust Claims submitted to the Trust. The filing of any Trust Claim with the Trust, regardless of the treatment sought, shall constitute consent for the Trust to release to any entity overseeing the Claims Audit Program all information submitted to the Trust on behalf of the Claimant and to disclose the status of any such Trust Claim and the amount and date of any payments on account of such Trust Claim. Any Claimant subject to the Claims Audit Program shall cooperate and provide the Trust with non-privileged information reasonably requested by the Trust and, if requested by the Trust, authorization to obtain information such Claimant has submitted to any other trusts or third parties relating to such Claimant's Trust Claim. If an audit reveals that fraudulent information has been provided to the Trust, the Trust may penalize any claimant or claimant's attorney by disallowing the Trust Claim or by other means including requiring the return of any payments received from the Trust and requiring the claimant to pay the costs associated with the audit, as well as any other appropriate action or sanction.

ARTICLE V EXPEDITED DISTRIBUTIONS

A. Expedited Payment Criteria. A Claimant who meets the following criteria may elect to resolve their GUC Claim for an expedited distribution of \$5,000 (the "**Expedited Distribution**"): (i) the Claimant is a GUC Claimant made an Expedited Distribution Election in accordance with the Plan and Confirmation Order; and (ii) the Claimant satisfies the Threshold Criteria.

B. Process and Payment of Expedited Distributions. GUC Claimants who have elected to receive the Expedited Distribution and who also have met the Threshold Criteria shall be entitled to receive their Expedited Payment upon executing an appropriate release. A GUC Claimant who elects to receive the Expedited Distribution shall have no other remedies with respect to their GUC Claim against the Trust and will not be eligible to receive any further distribution on account of their GUC Claim from the Trust.

ARTICLE VI CLAIMS ALLOWANCE PROCESS FOR GUC CLAIMS

A. General Criteria for Evaluating Claims. In addition to satisfying the Threshold Criteria, to be eligible to receive compensation from the Trust on account of a GUC Claim, each GUC Claimant must have a GUC Claim against the Debtor that is (i) valid under applicable state or federal law, and (ii) not subject to (y) disallowance under section 502 of the Bankruptcy Code, including subsection (b) thereof, or (z) subordination under sections 509(c) or 510 of the Bankruptcy Code, or otherwise under applicable law. The foregoing requirements are herein referred to as the “**GUC Claim Criteria.**” GUC Claims asserted by GUC Claimants who do not satisfy the GUC Claim Criteria shall be deemed by the Trustee to be Disallowed Claims after a Disallowed Claim Notice has been delivered in accordance with ARTICLE IV.H, and shall not be paid by the Trust.

B. Valuation of Allowed GUC Claims. If a GUC Claimant has satisfied the GUC Claim Criteria, then it shall have an Allowed GUC Claim and such GUC Claim shall be valued by the Trust utilizing the following factors: (i) the likelihood that the Claimant is able to show the Debtor was liable to the Claimant on the basis set forth in the Claimant’s filed Proof of Claim; (ii) any defenses the Debtor had to the Allowed GUC Claim; (iii) the portion of the Allowed GUC Claim constituting interest, late charges, collection costs or attorneys’ fees; (iv) any other factors bearing on the amount set forth in the Claimant’s filed Proof of Claim. After analyzing the Allowed GUC Claim under these factors, the Trustee will determine a Proposed Allowed Claim Amount for each Allowed GUC Claim. The Proposed Allowed Claim Amount for an Allowed GUC Claim shall be deemed to be the Debtor’s liability for such GUC Claim (*i.e.*, the claimant’s right to payment for his or her GUC Claim), irrespective of how much the holder of such GUC Claim receives from the Trust pursuant to the payment provisions set forth in ARTICLE VIII. In no circumstance shall the amount of the Debtor’s legal obligation to pay any GUC Claim be determined to be any payment percentages hereunder or under the Trust Agreement (rather than the liquidated value of such GUC Claim as determined under the TDP).

C. Liquidated Judgments. Notwithstanding the process of valuing Allowed GUC Claims set forth in this ARTICLE VI, if (1) prior to the Effective Date an Allowed GUC Claim was liquidated by a judgment of a court of competent jurisdiction that has not been reversed or vacated on appeal, (2) such judgment is not secured by a bond or other collateral such that the judgment can be satisfied by a source other than the Trust, and (3) the holder of such Allowed GUC Claim did not elect to Opt Out pursuant to the Plan, then the Trustee will adopt the judgment amount as the Proposed Allowed Claim Amount.

ARTICLE VII INDIRECT CLAIMS

A. Indirect Claim Eligibility Criteria. In addition to the threshold eligibility criteria for Trust Claims set forth in ARTICLE IV.A, to be eligible to receive compensation from the Trust on account of an Indirect Claim, each Indirect Claimant must:

- (i) have a valid Indirect Claim against the Debtor that is (a) valid under applicable state or federal law, and (b) not subject to (y) disallowance under

section 502 of the Bankruptcy Code, including subsection (b) thereof, or (z) subordination under sections 509(c) or 510 of the Bankruptcy Code, or otherwise under applicable law; and

- (ii) must establish to the Trust's satisfaction that:
 - (a) such Indirect Claimant has paid in full the liability and/or obligation of the Trust to a GUC Claimant to whom the Trust would otherwise have had a liability or obligation under the TDPs (and which has not been paid by the Trust);
 - (b) the Indirect Claim is not otherwise subject to a valid defense; and
 - (c) the GUC Claimant and the Indirect Claimant have or will have forever and fully released the Trust in respect of the Indirect Claim.

The foregoing requirements are herein referred to as the "**Indirect Claim Criteria.**" Indirect Claims asserted by Indirect Claimants who do not satisfy the Indirect Claim Criteria shall be deemed by the Trustee to be Disallowed Claims after a Disallowed Claim Notice has been delivered in accordance with ARTICLE IV.H, and shall not be paid by the Trust.

B. Indirect Claimant Trust Claim Submission. To properly make a Trust Claim Submission, each submitting Indirect Claimant must, in addition to completing and filing a Basic Claim Submission with the Trust, submit documents sufficient to establish to the Trust's satisfaction that the Indirect Claimant satisfies the Indirect Claim Criteria. The Trust may develop any additional claim forms for Indirect Claimants so that appropriate documentation is provided by each Indirect Claimant to substantiate and pay Indirect Claims. The date on which the foregoing is submitted to the Trust by an Indirect Claimant shall be the Trust Claim Submission Date for the applicable Indirect Claim.

C. Allowance of Indirect Claims. If an Indirect Claimant has satisfied the Indirect Claim Criteria, then it shall have an Allowed GUC Claim and its Indirect Claim shall be valued by the Trust in accordance with applicable law; *provided, however*, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has paid to the related GUC Claimant in respect of such claim for which the Trust would have liability, and in no event shall any Indirect Claim exceed the Allowed Claim Amount of the related GUC Claim as determined under the TDPs. In any case where the Indirect Claimant has satisfied the claim of a GUC Claimant against the Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain a release for the benefit of the Trust substantially in the form and substance of the release provided in Exhibit 1-2. If the Indirect Claimant can show that it has paid such liability or obligation of the Trust to a GUC Claimant and the Trust has not already paid the GUC Claimant, and the Indirect Claimant provides a release of the Trust pursuant to a document substantially in the form and substance of the release provided in Exhibit 1-2 for the GUC Claim, then the Indirect Claim may be allowable pursuant to the procedures described herein. In no event shall any Indirect Claimant have any rights against the Trust superior to the rights that the GUC Claimant to whose claim the Indirect Claim relates would have against the Trust under applicable law and the TDPs, including any rights with respect to timing, amount, priority, or manner of payment.

D. Offset. The liquidated value of any Indirect Claim paid by the Trust shall be treated as an offset to or reduction of the Allowed Claim Amount of any related GUC Claim that has been or will be submitted to the Trust.

ARTICLE VIII PAYMENT OF FINAL DETERMINATION

A. Payment Upon Final Determination. Only after the Trustee has established an Initial Payment Percentage in accordance with the Trust Agreement, then once there is a Final Determination of a Trust Claim pursuant to pursuant to ARTICLE IV.J (based on a final settlement reached or entry of a final order by the Bankruptcy Court in accordance with ARTICLE VI and/or ARTICLE VII), will the Claimant receive a payment of such Final Determination based on the Payment Percentage then in effect as described in ARTICLE VIII.B and ARTICLE VIII.C.

B. Initial Payment Percentage. After there is a Final Determination of the Trust Claim, the Trust shall pay an initial distribution (the “**Initial Distribution**”) based on the Initial Payment Percentage established by the Trustee in accordance with the Trust Agreement.

C. Supplemental Payment Percentage. When the Trustee determines that the then-current estimates of the Trust’s assets and its liabilities, as well as the then-estimated value of then-pending Trust Claims, warrant additional distributions on account of the Final Determinations, the Trustee shall set a supplemental payment percentage in accordance with the Trust Agreement (the “**Supplemental Payment Percentage**”). Such Supplemental Payment Percentages shall be applied to all Final Determinations that became final prior to the establishment of such Supplemental Payment Percentage. Claimants whose Trust Claim becomes a Final Determination after a Supplemental Payment Percentage is set shall receive an Initial Distribution equal to the then-existing aggregate payment percentage. For the avoidance of doubt, the Allowed Claim Amount of each Allowed Trust Claim after Final Determination shall be deemed to be the Debtor’s liability for such Allowed Trust Claim irrespective of how much the holder of such Trust Claim actually receives from the Trust pursuant to the payment provisions set forth in this ARTICLE VIII. For example, if the Allowed Claim Amount for an Allowed GUC Claim that has received a Final Determination is \$600,000, even if the Trust distributes less than \$600,000 to the GUC Claimant on account of such Allowed GUC Claim based on application of the Initial Payment Percentage and any Subsequent Payment Percentage(s), the Allowed Claim Amount for the GUC Claim is still \$600,000.

D. Acceptance and Release. For an Allowed Trust Claim to receive payment from the Trust, the Claimant must submit, as a precondition to receiving such payment from the Trust, an executed acceptance and release (the “**Acceptance and Release**”), which shall include a release of the Trust, the Trustee, the TAC, and each of their respective Representatives. The Acceptance and Release shall be in the form attached hereto as Exhibit 1-1 (Expedited Distributions), Exhibit 1-2 (GUC Claims), and Exhibit 1-3 (Indirect Claims). The Acceptance and Release shall be available for completion electronically and may be executed by the Claimant or his or her representative through DocuSign or a similar authorized electronic signature program, or such other simplified and expedient means as the Trust may adopt.

ARTICLE IX EXCESS RECOVERIES

A. Limitation on Trust Recovery. A Claimant may not recover more than the Allowed Claim Amount from the Trust when taking into consideration recoveries obtained from other Potentially Liable Parties or insurance recoveries. The sole source of recovery for GUC Claimants who do not elect to “Opt Out” and who do not elect to pursue recoveries from Potentially Liable Parties is from the Trust. GUC Claimants who elect to pursue recoveries from Potentially Liable Parties may obtain recoveries from sources other than the Trust on account of their GUC Claims. If a GUC Claimant recovers on account of his or her GUC Claim an amount from a Potentially Liable Party, an insurer, or any source other than the Trust that results in such GUC Claimant recovering the Allowed Claim Amount of such GUC Claims as determined under the TDPs, then notwithstanding anything contained herein, such GUC Claimant shall not be entitled to receive an additional recovery from the Trust on account of such GUC Claim. For example, if the Allowed Claim Amount for an Allowed GUC Claim is \$600,000, and the GUC Claimant has received distributions from the Trust totaling \$200,000, and the GUC Claimant then recovers \$400,000 from a Potentially Liable Party or any source other than the Trust such that his or her total recovery is \$600,000 on account of such GUC Claim, then such GUC Claimant shall not be entitled to receive any further recovery from the Trust, including in circumstances where the Supplemental Payment Percentage is over 33.3%. The Trustee may ask GUC Claimants if they intend to pursue recoveries on account of their GUC Claims from sources other than the Trust and to provide the Trustee with updates regarding such pursuits. GUC Claimants who obtain such recoveries shall immediately inform the Trust.

B. Excess Recovery. If a GUC Claimant were to receive a distribution from the Trust on account of his or her GUC Claim and then obtain a recovery from a Potentially Liable Party or any source other than the Trust on account of his or her GUC Claim such that the GUC Claimant is placed in a position where he or she has recovered more than the Allowed Claim Amount of such GUC Claim as determined under the TDPs, then such GUC Claimant shall be required to return or deliver to the Trust the portion of such recovery that causes such GUC Claimant’s total recovery on account of such GUC Claim to exceed the Allowed Claim Amount, provided, however, that in no circumstance shall a GUC Claimant be required to return or deliver to the Trust an amount greater than the distributions received from the Trust on account of his or her GUC Claim. For example, if the Allowed Claim Amount for an Allowed GUC Claim is \$600,000, and the GUC Claimant has received distributions from the Trust totaling \$200,000, and the GUC Claimant then recovers \$500,000 from a Potentially Liable Party such that his or her total recovery is \$700,000, then such GUC Claimant shall be required to return \$100,000 to the Trust. If the Allowed Claim Amount for an Allowed GUC Claim is \$600,000, and the GUC Claimant has received distributions from the Trust totaling \$200,000, and the GUC Claimant then recovers \$2,000,000 from a Potentially Liable Party such that his or her total recovery is \$2,200,000, then such GUC Claimant shall be required to return \$200,000 to the Trust (*i.e.*, the distributions received from the Trust on account of his or her GUC Claim).

C. Potentially Liable Parties. Nothing in the TDPs, nor any action taken pursuant to the TDPs, shall determine, limit, reduce, or impact the liability of any Potentially Liable Party for a Trust Claim. Potentially Liable Parties are not third-party beneficiaries, and their liability for any Trust Claim shall not be determined by, or by reference to, the TDPs.

ARTICLE X
MISCELLANEOUS PROVISIONS

A. Amendments. Except as otherwise provided herein, the TDPs may be amended with the written consent of the Trustee and the TAC, as provided in the Trust Agreement. The consent of the TAC shall not be unreasonably withheld. Nothing herein is intended to preclude the TAC from proposing to the Trustee, in writing, amendments to the TDPs. Notwithstanding the foregoing, absent Bankruptcy Court approval after appropriate notice and opportunity to be heard, the TDPs may not be modified or amended in a material manner that would have the effect of (i) providing for materially different treatment for Trust Claims or (ii) cause the TDPs to be otherwise inconsistent with the Trust Agreement, the Plan, or the Confirmation Order.

B. Severability. Should any provision contained in the TDPs be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the TDPs.

C. Governing Law. Each Trust Claim shall be evaluated under the laws of the jurisdiction in which the Trust Claim arose.

EXHIBIT 1-1

FORM OF ACCEPTANCE AND RELEASE
(EXPEDITED DISTRIBUTION)

ACCEPTANCE AND RELEASE (EXPEDITED DISTRIBUTION)

To receive an Expedited Distribution (as defined below) from the Trust (the “**Trust**”) created pursuant to the Chapter 11 Plan of Reorganization for Tehum Care Services, Inc., dated as of [●], 2024 (the “**Plan**”), the holder of a GUC Claim must execute and submit to the Trust this acceptance and release (the “**Release**”). **This Release must be signed by the Claimant or the Claimant’s Legal Representative (as defined below). A signature by an attorney for the Claimant or by an attorney for the Claimant’s Legal Representative is not sufficient.**

DEFINITIONS

The definitions set forth above for the terms “**Trust**,” “**Plan**,” and “**Release**” are specifically incorporated herein by reference as if fully set forth in this section. All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, having subject matter jurisdiction over the Chapter 11 Case.

“**Chapter 11 Case**” means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtor on the Petition Date in the Bankruptcy Court and currently styled *In re Tehum Care Services, Inc.*, Bankruptcy Case No. 23-90086 (CML).

“**Debtor**” means Tehum Care Services, Inc., the debtor and debtor-in-possession in the Chapter 11 Case.

“**Expedited Distribution**” means the compensation a Claimant receives from the Trust on behalf of the Claimant’s GUC Claim in the amount of \$5,000.

“**GUC Claim**” means a GUC Claim asserted by an individual (or an individual’s estate) against the Debtor for alleged personal injury, wrongful death, or other similar Claim or Cause of Action arising out of or relating to an injury or death allegedly caused by the Debtor.

“**GUC Claimant**” means the holder of a GUC Claim who (a) has satisfied the eligibility criteria set forth in the Trust Distribution Procedures, (b) has had his or her GUC Claim assumed by the Trust for evaluation, resolution, and payment pursuant to the Plan, and (c) is signing and executing this Release (or on whose behalf this Release is being signed and executed by a Legal Representative).

“**Legal Representative**” means a personal representative, guardian, conservator, parent (on behalf of a minor), executor of an estate or a similar representative who has been appointed by a court or has other legal authorization to execute this Release on behalf of the GUC Claimant.

“**Released Parties**” means the Trust, the Trustee, and the TAC and each of their respective predecessors, successors, assigns, assignors, representatives, members, officers, employees, agents, consultants, lawyers, advisors, professionals, Trustee, insurers, beneficiaries, administrators, and any natural, legal, or juridical person or entity acting on behalf of or having liability in respect of the Trust, the Trustee, and the TAC.

“**TAC**” means the Trust Advisory Committee appointed to oversee the Trust in accordance with the Chapter 11 Plan and the Trust Agreement.

“**Trustee**” means Matthew Dundon of Dundon Advisors or any other person appointed to serve as trustee under and in accordance with the Trust Agreement.

RECITALS

A. WHEREAS, the Plan was confirmed by order of the Bankruptcy Court on [●] and became effective on [●].

B. WHEREAS, the Plan provides for the assumption of GUC Claims against the Debtor by the Trust and for the treatment of GUC Claims against the Debtor through the Trust.

C. WHEREAS, the Claimant has accepted an Expedited Distribution in the amount of \$[] from the Trust on account of his or her GUC Claim and agrees to execute this Release in consideration of the benefit of such Expedited Distribution.

RELEASE

Each of the foregoing Recitals is hereby incorporated into this Release by reference and is made apart of this Release as if fully restated herein.

In consideration of the benefit of an Expedited Distribution from the Trust, I, on my own behalf and on behalf of my respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, Trustee, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on my behalf, including, but not limited to, a Legal Representative, (hereafter “**I**”, “**my**” or “**me**”), do hereby voluntarily, intentionally, knowingly, absolutely, unconditionally and irrevocably waive, release, remit, acquit, forever discharge, and covenant not to sue the Released Parties for my GUC Claim, whether present or future, known or unknown, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, absolute or contingent, direct or derivative and whether based on contract, tort, statutory, or any other legal or equitable theory of recovery (collectively, “**Released Claims**”) and fully discharge the Released Parties of their duties and responsibilities (to the extent applicable) under the Trust Documents, including any agreement, document, instrument or certification contemplated by the Trust Documents, from the beginning of time through the execution date of this Release. I covenant and agree that I will honor the release as set forth in the preceding sentence and, further, that I will not (i) institute a lawsuit or other action against any Released Party based upon, arising out of, or relating to any Released Claims released hereby, (ii) participate, assist, or cooperate in any such action, or (iii) encourage, assist and/or solicit any third party to institute any such action.

I acknowledge that the Trust is not providing any tax advice with respect to the receipt of the Expedited Distribution or any component thereof, and I understand and agree that I shall be solely responsible for compliance with all tax laws with respect to the Expedited Distribution, to the extent applicable.

Claimant or Legal Representative Printed Name: _____

Claimant or Legal Representative Signature: _____

Date: _____

EXHIBIT 1-2

FORM OF ACCEPTANCE AND RELEASE
(GUC CLAIM)

ACCEPTANCE AND RELEASE (GUC CLAIM)

To receive payment on account of an Award (as defined below) from the Trust (the “**Trust**”) created pursuant to the Chapter 11 Plan of Reorganization for Tehum Care Services, Inc., dated as of [●], 2024 (the “**Plan**”), the holder of a GUC Claim must execute and submit to the Trust this acceptance and release (the “**Release**”). **This Release must be signed by the Claimant or the Claimant’s Legal Representative (as defined below). A signature by an attorney for the Claimant or by an attorney for the Claimant’s Legal Representative is not sufficient.**

DEFINITIONS

The definitions set forth above for the terms “**Trust**,” “**Plan**,” and “**Release**” are specifically incorporated herein by reference as if fully set forth in this section. All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

“**Award**” means the compensation a Claimant receives from the Trust on behalf of the Claimant’s GUC Claim.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, having subject matter jurisdiction over the Chapter 11 Case.

“**Chapter 11 Case**” means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtor on the Petition Date in the Bankruptcy Court and currently styled *In re Tehum Care Services, Inc.*, Bankruptcy Case No. 23-90086 (CML).

“**Debtor**” means Tehum Care Services, Inc., the debtor and debtor-in-possession in the Chapter 11 Case.

“**Governmental Payor**” means any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs, including, but not limited to, the Medicare Program, the Medicaid Program, Tricare, the Department of Veterans Affairs, and the Department of Indian Health Services.

“**GUC Claim**” means a GUC Claim asserted by an individual (or an individual’s estate) against the Debtor for alleged personal injury, wrongful death, or other similar Claim or Cause of Action arising out of or relating to an injury or death allegedly caused by the Debtor.

“**GUC Claimant**” means the holder of a GUC Claim who (a) has satisfied the eligibility criteria set forth in the Trust Distribution Procedures, (b) has had his or her GUC Claim assumed by the Trust for evaluation, resolution, and payment pursuant to the Plan, and (c) is signing and executing this Release (or on whose behalf this Release is being signed and executed by a Legal Representative).

“**Legal Representative**” means a personal representative, guardian, conservator, parent (on behalf of a minor), executor of an estate or a similar representative who has been appointed by a court or has other legal authorization to execute this Release on behalf of the GUC Claimant.

“Lien” or “Liens” means (i) any statutory lien of a Governmental Payor or Medicare Part C or Part D Program sponsor, or (ii) any mortgage, lien, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any other payer or provider, where there is a legal obligation to withhold payment of an Award, or some portion thereof, to a GUC Claimant under applicable federal or state law or for the GUC Claimant to reimburse the Government Payor, other payer or provider for amounts paid on the GUC Claimant’s behalf in connection with the Claimant’s GUC Claim.

“Lien Resolution Administrator” means that person or entity, retained by the Trustee to resolve Medicare Program Part A and B liens, Medicaid Program liens, and Medicare Part C Program liens, using the information provided by the GUC Claimant.

“Medicaid Program” means the federal program administered by the states under which certain medical items, services, and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1, *et seq.*

“Medicare Part C or Part D Program” means the program(s) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits are administered by private entities that contract with Centers for Medicare & Medicaid Services (“CMS”).

“Medicare Program” means the Medicare Parts A and B federal program administered by CMS under which certain medical items, services, and/or prescription drugs are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395, *et seq.*

“Released Parties” means the Trust, the Trustee, and the TAC and each of their respective predecessors, successors, assigns, assignors, representatives, members, officers, employees, agents, consultants, lawyers, advisors, professionals, Trustee, insurers, beneficiaries, administrators, and any natural, legal, or juridical person or entity acting on behalf of or having liability in respect of the Trust, the Trustee, and the TAC.

“TAC” means the Trust Advisory Committee appointed to oversee the Trust in accordance with the Chapter 11 Plan and the Trust Agreement.

“Trustee” means Matthew Dundon of Dundon Advisors or any other person appointed to serve as trustee under and in accordance with the Trust Agreement.

RECITALS

A. WHEREAS, the Plan was confirmed by order of the Bankruptcy Court on [●] and became effective on [●].

B. WHEREAS, the Plan provides for the assumption of GUC Claims against the Debtor by the Trust and for the treatment of GUC Claims against the Debtor through the Trust.

C. WHEREAS, the Claimant has received and accepted an Award in the amount of \$[_____] from the Trust on account of his or her GUC Claim and agrees to execute this Release in consideration of the benefit of such Award.

RELEASE

Each of the foregoing Recitals is hereby incorporated into this Release by reference and is made apart of this Release as if fully restated herein.

In consideration of the benefit of an Award from the Trust, I, on my own behalf and on behalf of my respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, Trustee, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on my behalf, including, but not limited to, a Legal Representative, (hereafter “**I**”, “**my**” or “**me**”), do hereby voluntarily, intentionally, knowingly, absolutely, unconditionally and irrevocably waive, release, remit, acquit, forever discharge, and covenant not to sue the Released Parties for my GUC Claim against the Debtor, whether present or future, known or unknown, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, absolute or contingent, direct or derivative and whether based on contract, tort, statutory, or any other legal or equitable theory of recovery (collectively, “**Released Claims**”) and fully discharge the Released Parties of their duties and responsibilities (to the extent applicable) under the Trust Documents, including any agreement, document, instrument or certification contemplated by the Trust Documents, from the beginning of time through the execution date of this Release. I covenant and agree that I will honor the release as set forth in the preceding sentence and, further, that I will not (i) institute a lawsuit or other action against any Released Party based upon, arising out of, or relating to any Released Claims released hereby, (ii) participate, assist, or cooperate in any such action, or (iii) encourage, assist and/or solicit any third party to institute any such action.

I hereby acknowledge that I am solely and ultimately responsible for the satisfaction and discharge of all Liens. I shall use my best efforts to resolve all known Liens.

Notwithstanding my responsibilities to resolve all known Liens, I hereby authorize the Lien Resolution Administrator to resolve all Medicare Program liens, Medicaid Program liens, and Medicare Part C Program liens, as set forth in the definition of Lien Resolution Administrator above. The Lien Resolution Administrator shall use best efforts to resolve the Medicare Program liens, Medicaid Program liens, and Medicare Part C Program liens on my behalf.

In further consideration of the benefit of an Award, I do hereby release, forever discharge, hold harmless, and covenant not to sue the Released Parties from all Claims arising from, relating to, resulting from or in any way connected to, in whole or in part, any act, or failure to act, of the Lien Resolution Administrator. I covenant and agree that I will honor the release as set forth in the preceding sentence and, further, that I will not (i) institute a lawsuit or other action based upon, arising out of, or relating to any Claim released hereby, (ii) participate, assist, or cooperate in any such action, or (iii) encourage, assist and/or solicit any third party to institute any such action.

I hereby acknowledge and agree that to the extent my information is incorrect or incomplete to any substantial degree, after reasonable diligence by the Lien Resolution Administrator, which results in the Lien Resolution Administrator being unable to properly verify coverage or identify Liens for which the Lien Resolution Administrator is responsible, then the Lien Resolution Administrator shall have no further responsibility for such unknown/unresolved Liens.

I acknowledge that the Trust is not providing any tax advice with respect to the receipt of the Award or any component thereof, and I understand and agree that I shall be solely responsible for compliance with all tax laws with respect to the Award, to the extent applicable.

Claimant or Legal Representative Printed Name: _____

Claimant or Legal Representative Signature: _____

Date: _____

EXHIBIT 1-3

FORM OF ACCEPTANCE AND RELEASE
(INDIRECT CLAIM)

ACCEPTANCE AND RELEASE (INDIRECT CLAIM)

To receive payment on account of an Award (as defined below) from the Trust (the “**Trust**”) created pursuant to the Chapter 11 Plan of Reorganization for Tehum Care Services, Inc., dated as of [●], 2024 (the “**Plan**”), the holder of an Indirect Claim must execute and submit to the Trust this acceptance and release (the “**Release**”). **This Release must be signed by the Claimant or the Claimant’s Legal Representative (as defined below). A signature by an attorney for the Claimant or by an attorney for the Claimant’s Legal Representative is not sufficient.**

DEFINITIONS

The definitions set forth above for the terms “**Trust**,” “**Plan**,” and “**Release**” are specifically incorporated herein by reference as if fully set forth in this section. All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

“**Award**” means the compensation a Claimant receives from the Trust on behalf of the Claimant’s Indirect Claim.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, having subject matter jurisdiction over the Chapter 11 Case.

“**Chapter 11 Case**” means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtor on the Petition Date in the Bankruptcy Court and currently styled *In re Tehum Care Services, Inc.*, Bankruptcy Case No. 23-90086 (CML).

“**Debtor**” means Tehum Care Services, Inc., the debtor and debtor-in-possession in the Chapter 11 Case.

“**Indirect Claim**” means a liquidated or unliquidated, contingent or non-contingent GUC Claim against the Debtor for contribution, indemnity, reimbursement, or subrogation, whether contractual or implied by law (as those terms are defined by the applicable non-bankruptcy law of the relevant jurisdiction).

“**Indirect Claimant**” means the holder of an Indirect Claim who (a) has satisfied the eligibility criteria set forth in the Trust Distribution Procedures, (b) has had its Indirect Claim assumed by the Trust for evaluation, resolution, and payment pursuant to the Plan, and (c) is signing and executing this Release (or on whose behalf this Release is being signed and executed by a Legal Representative).

“**Legal Representative**” means a personal representative, guardian, conservator, parent (on behalf of a minor), executor of an estate or a similar representative who has been appointed by a court or has other legal authorization to execute this Release on behalf of the GUC Claimant.

“**Released Parties**” means the Trust, the Trustee, and the TAC and each of their respective predecessors, successors, assigns, assignors, representatives, members, officers, employees, agents, consultants, lawyers, advisors, professionals, Trustee, insurers, beneficiaries,

administrators, and any natural, legal, or juridical person or entity acting on behalf of or having liability in respect of the Trust, the Trustee, and the TAC.

“**TAC**” means the Trust Advisory Committee appointed to oversee the Trust in accordance with the Chapter 11 Plan and the Trust Agreement.

“**Trustee**” means Matthew Dundon of Dundon Advisors or any other person appointed to serve as trustee under and in accordance with the Trust Agreement.

RECITALS

A. WHEREAS, the Plan was confirmed by order of the Bankruptcy Court on [●] and became effective on [●].

B. WHEREAS, the Plan provides for the assumption of GUC Claims against the Debtor by the Trust and for the treatment of GUC Claims against the Debtor through the Trust.

C. WHEREAS, the Claimant has received and accepted an Award in the amount of \$[] from the Trust on account of its Indirect Claim and agrees to execute this Release in consideration of the benefit of such Award.

RELEASE

Each of the foregoing Recitals is hereby incorporated into this Release by reference and is made apart of this Release as if fully restated herein.

In consideration of the benefit of an Award from the Trust, I, on my own behalf and on behalf of my respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, Trustee, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on my behalf, including, but not limited to, a Legal Representative, (hereafter “**I**”, “**my**” or “**me**”), do hereby voluntarily, intentionally, knowingly, absolutely, unconditionally and irrevocably waive, release, remit, acquit, forever discharge, and covenant not to sue the Released Parties for my Indirect Claim, whether present or future, known or unknown, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, absolute or contingent, direct or derivative and whether based on contract, tort, statutory, or any other legal or equitable theory of recovery (collectively, “**Released Claims**”) and fully discharge the Released Parties of their duties and responsibilities (to the extent applicable) under the Trust Documents, including any agreement, document, instrument or certification contemplated by the Trust Documents, from the beginning of time through the execution date of this Release. I covenant and agree that I will honor the release as set forth in the preceding sentence and, further, that I will not (i) institute a lawsuit or other action against any Released Party based upon, arising out of, or relating to any Released Claims released hereby, (ii) participate, assist, or cooperate in any such action, or (iii) encourage, assist and/or solicit any third party to institute any such action.

I acknowledge that the Trust is not providing any tax advice with respect to the receipt of the Award or any component thereof, and I understand and agree that I shall be solely responsible for compliance with all tax laws with respect to the Award, to the extent applicable.

Claimant or Legal Representative Printed Name: _____

Claimant or Legal Representative Signature: _____

Date: _____

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EXHIBIT 5.
UCC PROFESSIONAL FEE ESCROW ACCOUNT

EXHIBIT 6.
INVESTMENT GUIDELINES

Consistent with the provisions of Rev. Proc. 94-45 and notwithstanding any other provision of the Trust Agreement, the investment powers of the Trustee, other than those reasonably necessary to maintain the value of the assets and to further the liquidating purpose of the trust, must be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills.

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