IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
RELIZ TECHNOLOGY GROUP HOLDINGS INC., *et al.*,[1]	Case No. 26-10371 (TMH)
	(Jointly Administered)
Debtors.	**Related to Docket No. 488**

NOTICE OF FILING OF PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF RELIZ TECHNOLOGY GROUP HOLDINGS INC. AND ITS DEBTOR AFFILIATES

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession hereby file their proposed *Findings of Fact, Conclusions of Law, and Order Confirming the Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates* (the "Proposed Confirmation Order"), which order is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that a hearing (the "Confirmation Hearing") to consider approval of the *Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates* [Docket No. 488-1] and entry of the Proposed Confirmation Order will be held on **July 13, 2026, at 10:00 a.m. (Eastern Time)**, or as soon thereafter as counsel can be heard, before the Honorable Thomas M. Horan, United States Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by way of announcement of such continuance in open court, without further notice to parties in interest.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve their rights to further amend, supplement, or modify Proposed Confirmation Order, prior to, at, or as a result of the Confirmation Hearing.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A). The Debtors' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.

Dated: July 8, 2026
Wilmington, Delaware

MCDERMOTT WILL & SCHULTE LLP

/s/ David R. Hurst

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EXHIBIT A

Proposed Confirmation Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: RELIZ TECHNOLOGY GROUP HOLDINGS INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 26-10371 (TMH) (Jointly Administered) **Related to Docket Nos. 488, 502, 503, 504**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF RELIZ TECHNOLOGY GROUP HOLDINGS INC. AND ITS DEBTOR AFFILIATES

Reliz Technology Group Holdings Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors")[2] having:

a. commenced, on March 15, 2026, the above-captioned chapter 11 cases (the "Chapter 11 Cases") by filing voluntary petitions for relief in the United States Bankruptcy Court for the District of Delaware (the "Court") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code");

b. continued to operate their businesses and manage their properties as debtors and debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

c. filed, on May 28, 2026, the *Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates* [Docket No. 391] (as may be amended, supplemented, or otherwise modified, the "Plan") and the *Amended Disclosure Statement Relating to Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates* [Docket No. 392] (the "Disclosure Statement");

d. obtained, on May 28, 2026, the *Order (A) Approving Disclosure Statement; (B) Scheduling Hearing on Confirmation of Plan; (C) Establishing Deadlines and Procedures for (I) Filing Objections to Confirmation of Plan, (II) Claim*

[1] The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A). The Debtors' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan, the Disclosure Statement, or the Bankruptcy Code (each as defined herein), as applicable.

Objections, and (III) Temporary Allowance of Claims for Voting Purposes; (D) Determining Treatment of Certain Unliquidated, Contingent, or Disputed Claims for Notice, Voting, and Distribution Purposes; (E) Setting Record Date; (F) Approving (I) Solicitation Packages and Procedures for Distribution, (II) Form of Notice of Hearing on Confirmation and Related Matters, and (III) Forms of Ballots; (G) Establishing Voting Deadline and Procedures for Tabulation of Votes; and (H) Granting Related Relief [Docket No. 388] (the "Solicitation Procedures Order") approving the Disclosure Statement and the solicitation procedures and related notices, forms, and ballots (collectively, the "Solicitation Procedures");

e. established by the Solicitation Procedures Order, July 13, 2026, at 10:00 a.m. (Eastern Time) (the "Confirmation Hearing Date") as the date and time of the hearing pursuant to section 1129 of the Bankruptcy Code to consider confirmation of the Plan (the "Confirmation Hearing");

f. complied with the solicitation and noticing procedures approved through the Solicitation Procedures Order, as well as the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, as evidenced by the certificate of service filed by Kurtzman Carson Consultants, LLC (KCC) dba Verita Global (the "Claims, Noticing and Solicitation Agent") [Docket Nos. 417, 477] (the "Solicitation Affidavit");

g. filed with the Court an affidavit of publication [Docket No. 438] (the "Affidavit of Publication") with respect to the publication of the notice of the Confirmation Hearing in the *New York Times* on June 5, 2026, in accordance with the Solicitation Procedures Order;

h. filed, on June 24, 2026, the *Plan Supplement to Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and Its Debtor Affiliates* [Docket No. 464] (as may be amended, supplemented, or otherwise modified, the "Plan Supplement");

i. filed, on July 2, 2026, the *Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates* [Docket No. 488-1], reflecting some modifications, including changes to incorporate the terms of the settlements reached with the Committee and the Special Committee;

j. filed, on July 8, 2026, the *Declaration of Michael Paque with Respect to the Tabulation of Votes on the Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates* [Docket No. 502] (the "Voting Declaration"); and

k. filed, on July 8, 2026, the *Debtors' Memorandum of Law in Support of Confirmation of the Debtors' Second Amended Joint Chapter 11 Plan of Reliz*

Technology Group Holdings Inc. and its Debtor Affiliates [Docket No. 504] (the "Confirmation Brief").

The Court having reviewed the Plan, the Disclosure Statement, the Solicitation Procedures Order, the Voting Declaration, the Solicitation Affidavit, the Affidavit of Publication, and all other papers before the Court in connection with the confirmation of the Plan; and the Court having considered the *Declaration of Mark Renzi in Support of the Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates* [Docket No. 503] (the "Renzi Declaration"), the Confirmation Brief, and any testimony presented and evidence adduced and admitted at the Confirmation Hearing; and the Court having taken judicial notice of the papers and pleadings on file in the Chapter 11 Cases; and any objections to the Plan having been resolved and/or overruled by this Court pursuant to this Confirmation Order or other order of this Court; and the Confirmation Hearing having been held on July 13, 2026; and the Court finding that (i) notice of the Confirmation Hearing and the opportunity of all parties in interest to object to confirmation of the Plan were adequate and appropriate, in accordance with Rules 2002(b) and 3017(d) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rule 2002-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), and the Solicitation Procedures Order, as to all parties to be affected by the Plan and the transactions contemplated thereby, and (ii) the legal and factual bases for confirmation, including as set forth in the Renzi Declaration, the Voting Declaration, the Confirmation Brief, and this Confirmation Order, establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusions of Law. The findings of fact and conclusions of law set forth herein, together with the findings of fact and conclusions of law set forth in the

record of the Confirmation Hearing, constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, made applicable to these proceedings pursuant to Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)). This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. Venue of these proceedings and the Chapter 11 Cases is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a "core proceeding" pursuant to 28 U.S.C. § l57(b)(2)(L). This Court may enter a final order consistent with Article III of the United States Constitution, and the Debtors consent to entry of this Confirmation Order under the Local Rules and Article III of the United States Constitution.

C. Chapter 11 Petitions. On March 15, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). On May 5, 2026, Artha Investment Partners LLC ("Artha") filed a motion for appointment of a trustee and examiner in the Chapter 11 Cases. *See* Docket No. 282. Artha's motion was later withdrawn. *See* Docket No. 372.

D. The Committee. On March 27, 2026, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") [Docket No. 104].

E. Appointment of Fee Examiner. On July 1, 2026, the Court entered the *Order Appointing Fee Examiner and Establishing Related Procedures For the Review of Fee Applications of Retained Professionals* [Docket No. 486], appointing David M. Klauder, Esq. of Bielli & Klauder, LLC to serve as fee examiner in the Chapter 11 Cases and establishing procedures for such review.

F. Judicial Notice. The Court takes judicial notice of the docket in the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including, without limitation, all pleadings, notices, and other documents filed, all proceedings during the Chapter 11 Cases, all orders entered during the pendency of the Chapter 11 Cases, and all evidence and arguments made, proffered, or adduced at the hearings held before this Court during the Chapter 11 Cases, including, without limitation, the Confirmation Hearing.

G. Plan Supplement. Prior to the Confirmation Hearing, the Debtors filed the Plan Supplement. The Plan Supplement complies with the terms of the Plan, and the filing and notice of the Plan Supplement was appropriate and complied with the requirements of the Bankruptcy Code and the Bankruptcy Rules, and no other or further notice is or shall be required. The Debtors are authorized to modify the Plan Supplement documents following entry of this Confirmation Order so long as such modification does not conflict with this Confirmation Order and the Plan (as confirmed by this Confirmation Order).

H. Mailing of Solicitation and Confirmation Materials. As is evidenced by the Voting Declaration and the Solicitation Affidavit, the transmittal and service of the Plan, the

Disclosure Statement, the Ballots, the Confirmation Hearing Notice, and the Notices of Non-Voting Status were adequate and sufficient under the circumstances, and all parties required to be given notice of the Plan and the Confirmation Hearing (including the deadline for filing and serving objections to Confirmation of the Plan) have been given due, proper, timely, and adequate notice thereof in accordance with the Solicitation Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice of the Plan and the Confirmation Hearing is required.

I. Voting. The procedures by which the Ballots for acceptance or rejection of the Plan were distributed and tabulated under the circumstances of the Chapter 11 Cases were fair, properly conducted, and complied with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, applicable non-bankruptcy law, and the Solicitation Procedures Order.

J. Compliance with Bankruptcy Rule 3016. In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtors as the plan proponents. In accordance with Bankruptcy Rule 3016(b), the Debtors appropriately filed the Disclosure Statement and Plan with this Court.

K. Compliance with Bankruptcy Rule 3017. The Debtors have given notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d).

L. Compliance with Bankruptcy Rule 3018. The solicitation of votes to accept or reject the Plan satisfies Bankruptcy Rule 3018. The Plan was transmitted to all Holders of Claims entitled to vote on the Plan, and sufficient time was provided for such Holders of Claims to accept or reject the Plan, thereby satisfying the requirements of Bankruptcy Rule 3018.

M. Receipt and Tabulation of Votes. The procedures used by the Claims, Noticing and Solicitation Agent to receive and tabulate Ballots of the Holders of Claims in the voting Classes, as set forth in the Voting Declaration, were proper and appropriate and in compliance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and all other applicable rules, laws, and regulations. As described in the Voting Declaration, which certified both the method and results of the voting, the Plan was accepted by the Impaired Classes entitled to vote to accept or reject the Plan. The Debtors, therefore, obtained the requisite acceptance both in number and amount for confirmation of the Plan.

N. Plan Compliance with 11 U.S.C. § 1129. As set forth below and as demonstrated by the record in the Chapter 11 Cases, the Debtors have met their burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence.

O. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As set forth and demonstrated below, the Plan complies with all of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the orders of the Court with respect to the Plan, thus satisfying the requirements of section 1129(a)(1) of the Bankruptcy Code.

a. Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)). The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In addition to Administrative Claims, Professional Fee Claims, and Priority Tax Claims, which need not be classified, Article III of the Plan designates ten (10) Classes of Claims and Interests for each Debtor. The Claims or Interests placed in each Class are substantially similar to other Claims or Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between Holders of Claims and Interests. Thus, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

b. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies that Class 1 (Secured Tax Claims), Class 2 (Other Secured Claims), and Class 3 (Other Priority Claims) are Unimpaired under the

Plan. Moreover, Class 8 (Intercompany Claims) and Class 9 (Intercompany Interests) are potentially Unimpaired under the Plan. Thus, the Plan satisfies section 1123(a)(2) of the Bankruptcy Code.

c. Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan designates Class 4 (Celsius Secured Claim), Class 5 (Convenience Claims), Class 6A (General Unsecured Claims Against TopCo), Class 6B (General Unsecured Claims Against Reliz Tech), Class 6C (General Unsecured Claims Against Reliz CI), Class 6D (General Unsecured Claims Against Reliz LTD), and Class 7 (Section 510(b) Claims) as Impaired, and Class 8 (Intercompany Claims) and Class 9 (Intercompany Interests) as potentially Impaired, under the Plan. Article III specifies the treatment of such Impaired Classes of Claims and Interests under the Plan. Thus, the Plan satisfies section 1123(a)(3) of the Bankruptcy Code.

d. No Discrimination (11 U.S.C. § 1123(a)(4)). As reflected in Article III of the Plan, the Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest. To the extent any claimholder received any different treatment than that described by the Plan for its Class on the basis of the standards for compromise and settlement, the Court hereby finds that such different treatment does not need to be made available to other members of the Class. Thus, the Plan satisfies section 1123(a)(4) of the Bankruptcy Code.

e. Implementation of Plan (11 U.S.C. § 1123(a)(5)). The Plan and the various documents set forth in the Plan Supplement provide adequate and proper means for the implementation of the Plan. Thus, the Plan satisfies section 1123(a)(5) of the Bankruptcy Code.

f. Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). The Plan does not provide for the issuance of non-voting securities, all Interests in the Debtors shall be cancelled, and the Debtors' corporate entities shall be wound down, in accordance with the terms of the Plan. Therefore, the Plan satisfies section 1123(a)(6) of the Bankruptcy Code.

g. Selection of GUC Trustee (11 U.S.C. § 1123(a)(7)). Article IV.G and IV.M of the Plan provide for the appointment of the GUC Trustee as the sole shareholder of TopCo and the sole officer, director, and manager, as applicable, of each of the Post Effective Date Debtors, and provide the GUC Trustee will act in a fiduciary capacity on behalf of the interests of Holders of Claims receiving distributions under the Plan. The identity and compensation of the GUC Trustee and the identity of the members of GUC Trust Oversight Committee been disclosed in the Liquidation Trust Agreement filed with the Plan Supplement. The GUC Trustee is not

affiliated with the Debtors. As such, the Plan satisfies section 1123(a)(7) of the Bankruptcy Code.

P. Discretionary Contents of Plan (11 U.S.C. § 1123(b)). The Plan's discretionary provisions are appropriate, in the best interests of the Debtors and their Estates, and consistent with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

a. Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). The Debtors have exercised reasonable business judgment in determining, in accordance with Article V.A of the Plan, on the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected unless it falls within one of the enumerated exceptions. Any such determinations under the circumstances are justified and appropriate.

b. Compromises and Settlements Under and in Connection with the Plan (11 U.S.C. § 1123(b)(3)). All of the settlements and compromises pursuant to and in connection with the Plan comply with the requirements of section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019.

c. Releases, Exculpations, and Injunctions (11 U.S.C. § 1123(b)(3)(B)). Entry of this Confirmation Order shall constitute the Court's approval, pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, of the releases described in Article VIII of the Plan by the Debtors, which include by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that each release described in Article VIII of the Plan is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) in the best interests of the Debtors and all Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for a hearing; (e) a sound exercise of the Debtors' business judgment; and (f) consistent with sections 105, 524, 1123, 1129, and 1141 of the Bankruptcy Code and any other applicable laws.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

d. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1123(b)(6)). In accordance with section 1123(b)(6) of the Bankruptcy Code, the Plan includes various additional provisions that are not inconsistent with applicable provisions of the Bankruptcy Code.

Q. Modifications to the Plan (11 U.S.C. § 1127). Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan since its solicitation pursuant to the Solicitation Procedures Order, as described or set forth herein, incorporate the terms of the settlements reached with the Committee and the Special Committee, constitute technical or clarifying changes, changes with respect to particular Claims made pursuant to the agreement of the Holders of such Claims, or modifications that do not otherwise materially and adversely affect the treatment of any Claims. Pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require the Holders of Claims to be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan, as modified, is properly before this Court and all votes cast with respect to the Plan prior to such modifications shall be binding and apply with respect to the Plan.

R. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1122, 1123, 1124, 1125, and 1126 of the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order, governing notice, disclosure, and solicitation in connection with the Plan, the Disclosure Statement, the Plan Supplement, and all other matters considered by this Court in connection with the Chapter 11 Cases. Thus, the Plan satisfies the requirements of section 1129(a)(2) of the Bankruptcy Code.

S. Plan Proposed in Good Faith and Not by Means Forbidden by Law (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan, including all documents necessary to

effectuate the Plan, including but not limited to those contained in the Plan Supplement, in good faith and not by any means forbidden by law, as evidenced by, among other things, the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the formulation of the Plan, the record of the Chapter 11 Cases, and the recoveries of Holders of Claims thereunder. The Plan is the result of extensive arm's-length negotiations among the Debtors, the Committee, the Special Committee, Celsius, the U.S. Trustee, and other key stakeholders. The Plan promotes the objectives and purposes of the Bankruptcy Code, thus satisfying the requirements of section 1129(a)(3) of the Bankruptcy Code.

T. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). All payments that have been made or are to be made by the Debtors under the Plan or by any Person acquiring property under the Plan, for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incidental to the Chapter 11 Cases, including administrative expense claims under sections 503 and 507 of the Bankruptcy Code, have been approved by, or will be subject to the approval of, the Court as reasonable, thus satisfying the requirements of section 1129(a)(4) of the Bankruptcy Code.

U. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Plan Supplement identifies the name of the GUC Trustee and his proposed compensation and the identity of the members of GUC Trust Oversight Committee. As of the Effective Date, the GUC Trustee shall serve as the sole shareholder of TopCo, and as the sole officer, director, and manager, as applicable, of each of the Post Effective Date Debtors. As the Debtors have made the necessary disclosures, the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

V. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Debtors' business does not involve the establishment of rates over which any regulatory commission will have jurisdiction

after confirmation of the Plan. Thus, section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

W. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). Section 1129(a)(7) of the Bankruptcy Code requires that each Holder of a Claim or Interest in an Impaired Class accept the Plan or receive or retain under the Plan property having a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive on account of such Claim or Interest if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The Disclosure Statement and the other evidence proffered or adduced at, or otherwise submitted in connection with, the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence or challenged in any pending objection to confirmation of the Plan, and (iii) establish that each Holder of an Impaired Claim or Interest, as the case may be, in such Impaired Class has either accepted the Plan, or will receive or retain under the Plan property having a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. Therefore, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

X. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Section 1129(a)(8) of the Bankruptcy Code requires that for each Class of Claims or Interests under the Plan, such Class has either accepted the Plan or is not impaired under the Plan. Holders of Unimpaired Claims in Classes 1 (Secured Tax Claims), 2 (Other Secured Claims), and 3 (Other Priority Claims) are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejections pursuant to section 1126(f) of the Bankruptcy Code. Holders of Impaired Claims in Classes 4 (Celsius Secured Claim), 5 (Convenience Claims) with respect to

Debtors TopCo and Reliz LTD, 6A (General Unsecured Claims Against TopCo), 6B (General Unsecured Claims Against Reliz Tech), 6C (General Unsecured Claims Against Reliz CI), and 6D (General Unsecured Claims Against Reliz LTD) have voted to accept the Plan. Pursuant to Article III.E of the Plan, Class 7 and Class 5 (solely with respect to Debtors Reliz Tech and Reliz CI) were eliminated because these Classes had no Holders of Claims entitled to vote on the Plan. Holders of Interests in Class 10 (Existing Equity Interests) will neither receive nor retain any property under the Plan, and therefore are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Holders of Claims or Interests in Classes 8 (Intercompany Claims) and 9 (Intercompany Interests) are either Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled and released), and, in either event, are not entitled to vote to accept or reject the Plan. Accordingly, section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to Classes 8, 9, and 10. The Plan, however, is still confirmable because it satisfies the nonconsensual confirmation provisions of section 1129(b) of the Bankruptcy Code with respect to such Classes, as set forth below.

Y. Treatment of Administrative and Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of the Administrative Claims, Professional Fee Claims, and Priority Tax Claims are set forth in Article II of the Plan, thus satisfying the requirements of section 1129(a)(9) of the Bankruptcy Code.

Z. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). As set forth in the Voting Declaration, the Plan has been accepted by Classes 4, 5, 6A, 6B, 6C, and 6D, as determined without inclusion of any acceptance of the Plan by any insider. Thus, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

AA. Feasibility (11 U.S.C. § 1129(a)(11)). The information in the Plan and Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing and set forth in the Renzi Declaration: (i) is persuasive and credible; (ii) has not been controverted by other evidence; (iii) establishes that the Plan is feasible; (iv) provides that there is a reasonable likelihood that the Post Effective Date Debtors will meet their financial obligations under the Plan; and (v) confirmation of the Plan is not likely to be followed by conversion to chapter 7 or the need for a financial restructuring of the Post Effective Date Debtors. Thus, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

BB. Payment of Fees (11 U.S.C. § 1129(a)(12)). Pursuant to Article XII.C of the Plan, The Plan provides that all fees payable under 28 U.S.C. § 1930 and any interest payable under 31 U.S.C. § 3717 outstanding as of the Effective Date shall be paid by the Debtors in full in Cash on the Effective Date, and that after the Effective Date the Post Effective Date Debtors and GUC Trust shall be jointly and severally liable for paying statutory fees in each Chapter 11 Case until the earliest of such case being closed, dismissed, or converted.

CC. Miscellaneous Provisions (11 U.S.C. §§ 1129(a)(13)-(16)). Sections 1129(a)(13)-(16) of the Bankruptcy Code are inapplicable, as the Debtors (i) do not provide retiree benefits (as defined in 11 U.S.C. § 1114(a)) (11 U.S.C. § 1129(a)(13)), (ii) have no domestic support obligations (11 U.S.C. § 1129(a)(14)), (iii) are not individuals (11 U.S.C. § 1129(a)(15)), and (iv) are for-profit businesses (11 U.S.C. § 1129(a)(16)).

DD. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Debtors have satisfied the requirements of sections 1129(b)(1) and (b)(2) of the Bankruptcy Code with respect to Impaired Holders of Classes 8, 9, and 10 (the "Rejecting Classes"). Based on the evidence proffered or adduced at the Confirmation Hearing and set forth in the Renzi

Declaration, the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. There is no Class of Claims or Interests junior to the Holders of Claims and Interests in Classes 8, 9, and 10 that will receive or retain property under the Plan on account of their Claims or Interests. Accordingly, the Plan does not violate the absolute priority rule, does not discriminate unfairly, and is fair and equitable with respect to each Class that is deemed to have rejected the Plan. Based on the foregoing, the requirements of section 1129(b) of the Bankruptcy Code are met with respect to the Rejecting Classes, and the Plan may be confirmed notwithstanding the deemed rejection by the Rejecting Classes.

EE. Confirmation of Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan that has been filed in the Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

FF. Principal Purpose of the Plan (11 U.S.C. 1129(d)). The principal purpose of the Plan is neither the avoidance of taxes, nor the avoidance of the application or requirements of section 5 of the Securities Act of 1933, and no party in interest, including but not limited to any Governmental Unit, has objected to Confirmation on any such grounds, thus satisfying the requirements of section 1129(d) of the Bankruptcy Code.

GG. Small Business Cases (Section 1129(e)). These Chapter 11 Cases are not "small business cases" and therefore section 1129(e) of the Bankruptcy Code does not apply.

HH. Satisfaction of Confirmation Requirements. Based on the foregoing, the Plan satisfies all of the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code and may be confirmed.

II. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based upon the record before the Court in the Chapter 11 Cases, the Debtors, the members of the Special Committee, the Claims, Noticing and Solicitation Agent, and each of their respective members, officers, directors, agents, Professionals, employees, equity holders, partners, affiliates, and representatives have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules in connection with all their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code, along with the injunction and exculpation provisions set forth in the Plan and in this Confirmation Order.

JJ. Vested Causes of Action. It is in the best interests of the Debtors, the Debtors' Estates, creditors, and equity holders that the Vested Causes of Action be transferred to and vest in the GUC Trust, as set forth in Article IV.J of the Plan.

KK. Objections to Confirmation. Any formal or informal objections to confirmation of the Plan that were not resolved by agreement or order of the Court on or prior to the Confirmation Hearing are overruled, or are otherwise disposed of, as set forth herein and on the record of the Confirmation Hearing.

LL. Compromise and Settlement in Connection with the Plan. All of the settlements and compromises pursuant to and in connection with the Plan comply with the requirements of section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019.

MM. Retention of Jurisdiction. The Court finds that it may properly retain jurisdiction over the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

A. Confirmation of the Plan

1. Approval of the Plan. This Confirmation Order approves and confirms the Plan, attached hereto as **Exhibit A**, under section 1129 of the Bankruptcy Code. This Confirmation Order also approves the Plan Supplement, including all documents contained therein, as they may be amended through and including the Effective Date in accordance with and as permitted by the Plan and this Confirmation Order, under section 1129 of the Bankruptcy Code. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order.

2. Objections. Any formal or informal objection to Confirmation, to the extent not already withdrawn, waived, or settled, and all reservations of rights included therein, shall be, and hereby are overruled.

B. Plan Classification and Treatment

3. All Claims and Interests shall be, and hereby are, classified and treated as set forth in the Plan. The Plan's classification scheme and proposed treatment of Claims and Interests shall be, and hereby is, approved. The classifications set forth in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claims or Interests under the Plan for distribution purposes; and (d) shall not bind the Debtors, the Post Effective Date Debtors, or the GUC Trustee.

C. Effects of Confirmation

4. Enforceability of Plan. Pursuant to sections 1123(a), 1141(a), and 1142 of the Bankruptcy Code and the provisions of this Confirmation Order, the Plan shall be, and hereby is, valid, binding, and enforceable notwithstanding any otherwise applicable non-bankruptcy law. The Debtors, the Post Effective Date Debtors, and the GUC Trustee may modify, amend, or enter into, as necessary, all documents arising in connection with the Plan, without further order of the Court, in accordance with the provisions of the Plan and/or the Liquidation Trust Agreement, as applicable.

5. Authorization to Implement the Plan. Upon the entry of this Confirmation Order, the Debtors, the Post Effective Date Debtors, the GUC Trust and/or the GUC Trustee, as applicable, and their respective professionals, are authorized to take or cause to be taken all actions necessary or appropriate to implement all provisions of, and to consummate, the Plan and to execute, enter into, or otherwise make effective all documents arising in connection therewith, prior to, on, and after the Effective Date. All such actions taken or caused to be taken shall be, and hereby are, authorized and approved by the Court such that no further approval, act, or action need to be taken under any applicable law, order, rule, or regulation, including, without limitation, (a) the incurrence of all obligations contemplated by the Plan and the making of distributions, and (b) the implementation of all settlements and compromises as set forth in or contemplated by the Plan. The approvals and authorizations specifically set forth in this Confirmation Order are not intended to limit the authority of the Debtors, the Post Effective Date Debtors, or the GUC Trust, as applicable, or any officer or agent thereof to take any and all actions necessary or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan or this Confirmation Order.

6. Binding Effect. Notwithstanding the stay contemplated by Bankruptcy Rule 3020(e), immediately after entry of this Confirmation Order, the Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims and Interests, whether or not such Holders shall receive or retain any property or interest in property under the Plan, any non-Debtor party to an Executory Contract or Unexpired Lease, any Person making an appearance in the Chapter 11 Cases, and any other party in interest in the Chapter 11 Cases, and their respective successors and assigns, including, but not limited to, the Post Effective Date Debtors and the GUC Trustee. Accordingly, as permitted by Bankruptcy Rule 3020(e), the fourteen-day period provided by such rule is hereby waived in its entirety.

7. Releases, Injunctions, Limitations of Liability, and Exculpation. All releases, injunctions, limitations of liability, and exculpation provisions in the Plan, including, without limitation, those in Article VIII of the Plan, are fair and equitable and given for valuable consideration and are in the best interests of the Debtors and all parties in interest, and such provisions shall be effective and binding on all Persons, to the extent provided therein, and are incorporated in this Confirmation Order as if set forth in full herein and are hereby approved in their entirety.

8. The assets of the Post Effective Date Debtors and of the GUC Trust shall be used for the satisfaction of expense obligations and the payment of Claims and Interests only in the manner set forth in the Plan and shall not be available for any other purpose. All Persons and Entities who have held, hold, or may hold Claims or Interests based upon any act, omission, transaction, or other activity of any kind or nature related to the Debtors, Post Effective Date Debtors, the GUC Trust, or the Debtors' Chapter 11 Cases that occurred prior to the Effective Date, other than as expressly provided in the Plan or the Confirmation Order, shall be precluded

and permanently enjoined on and after the Effective Date from interfering with the use and distribution of the Debtors' assets in the manner contemplated by the Plan.

9. Settlements. The settlements contemplated under the Plan (the "Plan Settlements") and the respective terms thereof as set forth in the Plan, are hereby approved pursuant to Bankruptcy Rule 9019 as fair, prudent, and reasonable compromises of the controversies and Claims resolved by the Plan Settlements, are binding upon all Persons affected thereby, and shall be effectuated in accordance with the terms thereof.

10. Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, Article V.A of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected by the Debtors as of the Effective Date. The Confirmation Order shall constitute an order of the Court approving (a) the rejections described in Article V of the Plan, and (b) the assumption of the Executory Contracts and Unexpired Leases listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, in both cases pursuant to section 365 of the Bankruptcy Code, as of the Effective Date.

D. Implementation of the Plan

11. Debtors' Directors, Officers and Managers. As of the Effective Date, the existing board of directors or managers, as applicable, of each of the Debtors shall be dissolved without any further action required on the part of the Debtors or the Debtors' officers, directors, managers, shareholders, or members, and any remaining officers, directors, managers, or managing members of any Debtor shall be deemed to have resigned without any further action

required on the part of any such Debtor, the equity holders of the Debtors, the officers, directors, or managers, as applicable, of the Debtors, or the members of any Debtor.

12. On the Effective Date, the Special Committee and the existing board of directors or managers, as applicable, of each of the Debtors shall be dissolved without any further action required on the part of the Debtors or the Debtors' officers, directors, managers, shareholders, or members, and any remaining officers, directors, managers, or managing members of any Debtor shall be deemed to have resigned without any further action required on the part of any such Debtor, the equity holders of the Debtors, the officers, directors, or managers, as applicable, of the Debtors, or the members of any Debtor.

13. Appointment of the GUC Trustee. The appointment of the GUC Trustee and the GUC Trust Oversight Committee is approved. The GUC Trustee's duties shall commence on the Effective Date. On or after the Effective Date, the GUC Trustee shall be authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, Definitive Documents, and Asset Purchase Agreement, if applicable, in the name of and on behalf of the Debtors, the Post Effective Date Debtors, and the GUC Trust, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

14. Continued Corporate Existence. The respective Debtors shall continue to exist after the Effective Date as separate entities in accordance with the applicable law in the jurisdiction in which each Debtor is organized and pursuant to its certificate of incorporation, articles of organization, operating agreement, and bylaws, as applicable, in effect prior to the Effective Date, except to the extent such certificate, articles of organization, operating

agreement, and bylaws are amended on the Effective Date or otherwise set forth in the Plan or the Plan Supplement.

15. Cancellation of Existing Securities and Agreements. On the later of the Effective Date and the date on which distributions are made pursuant to the Plan (if not made on the Effective Date), except for the purpose of evidencing a right to and allowing Holders of Claims and Interests to receive a distribution under the Plan or to the extent otherwise specifically provided for in the Plan, the Confirmation Order, or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Sale Transaction, as applicable (including, without limitation, the Definitive Documents and the Asset Purchase Agreement), all notes, bonds, indentures, certificates, Securities, shares, purchase rights, options, warrants, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors, giving rise to any Claims against or Interests in the Debtors or to any rights or obligations relating to any Claims against or Interests in the Debtors shall be deemed cancelled without any need for a Holder to take further action with respect thereto.

16. No Further Action. Each of the matters provided for under the Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by any Person, including but not limited to, Holders of Claims or Interests against or in the Debtors, the current directors, the current officers, or the Special Committee.

17. Vesting of Assets in the GUC Trust. Except as otherwise provided in the Plan, the Asset Purchase Agreement, or other document incorporated herein or therein, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, the assets of the Debtors that are not transferred to the Purchaser pursuant to the Asset Purchase Agreement, shall vest in the GUC Trust free and clear of all Liens, Claims, charges, or other encumbrances.

18. Vesting of the Vested Causes of Action. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors shall convey to the GUC Trust all rights to commence, prosecute, or settle, as appropriate, any and all Vested Causes of Action, whether arising before or after the Petition Date, which shall vest in the GUC Trust pursuant to the terms of the Plan. The GUC Trustee may enforce all rights to commence, prosecute, or settle, as appropriate, any and all Vested Causes of Action, whether arising before or after the Petition Date, and the GUC Trustee's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The GUC Trustee may, in its reasonable business judgment, pursue such Vested Causes of Action and may retain and compensate professionals in the analysis or pursuit of such Vested Causes of Action to the extent the GUC Trustee deems appropriate, including on a contingency fee basis.

19. Waiver of 11 U.S.C. § 1146(a). Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and all

state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation instruments or other documents without the payment of any such tax or governmental assessment.

20. Authorization in Furtherance of Plan. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents, filings, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order.

E. Administrative Claims

21. Except as otherwise provided in this Article II.A, and except with respect to Professional Fee Claims and Administrative Claims arising under section 503(b)(1)(D) of the Bankruptcy Code, requests for payment of Administrative Claims (other than Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code) must be Filed and served on the GUC Trust pursuant to the procedures set forth in the Confirmation Order and the Notice of Effective Date (as defined below) no later than the Administrative Claims Bar Date; provided that no request need be Filed with respect to an Administrative Claim previously Allowed by Final Order of the Bankruptcy Court. Absent further order of the Court, any person or entity that is required to serve a request for payment of an Administrative Claim and that fails to do so on or before the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Claim against the Debtors, the Post Effective Date Debtors, the GUC Trust, and their respective property.

22. Objections to requests for payment of Administrative Claims, if any, must be Filed with the Court and served on the GUC Trust and the requesting Holder no later than the Claims Objection Bar Date for Administrative Claims. After notice and a hearing in accordance

with the Bankruptcy Code, the Bankruptcy Rules, and any applicable Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by Final Order of the Court.

F. Professional Fee Claims

23. Any Professional seeking approval by the Court of Professional Fee Claims for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), or 1103 of the Bankruptcy Code shall file, on or before forty-five (45) days after the Effective Date, final requests for payment of such Professional Fee Claims. The Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by order of the Court, the Bankruptcy Code, and/or the Bankruptcy Rules.

24. The GUC Trust shall pay Professional Fee Claims in Cash to such Professionals in the amount the Court allows, including from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Court; provided that the Debtors' and the GUC Trust's obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account.

25. The Professionals shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors projected to be outstanding as of the anticipated Effective Date, and shall deliver such estimate no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Fee Claims Filed with the Court, and such Professionals are not bound to any

extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; provided that the GUC Trust shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

26. No later than the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained by the Claims, Noticing and Solicitation Agent as escrow administrator, in trust solely for the Professionals and the U.S. Trustee and for no other Entities until all quarterly U.S. Trustee fees and all Professional Fee Claims Allowed by the Court have been irrevocably paid in full to the U.S. Trustee or to the Professionals pursuant to one or more Final Orders of the Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the GUC Trust. When all Professional Fee Claims Allowed by the Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Court, and all U.S. Trustee quarterly fees plus statutory interest, if any, have been paid in full, any remaining funds held in the Professional Fee Escrow Account shall be turned over to the GUC Trust without any further notice to or action, order, or approval of the Court or any other Entity.

27. Except as otherwise specifically provided in the Plan, on and after the Confirmation Date the GUC Trust may, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the GUC Trust. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Post Effective Debtors and GUC Trust may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

G. Miscellaneous Provisions

28. Provisions Relating to the IRS. The Cash paid to the IRS for any Allowed Priority Tax Claim shall include interest from the Effective Date to the date of payment, calculated at the rate determined under 26 U.S.C. §§ 6621-6622 as of the calendar month in which the Plan is confirmed.

29. If the Debtors or the GUC Trust fails to make any deposits of any currently accruing employment tax liability, fails to make payment of any tax to the Internal Revenue Service within 10 business days of the due date of such deposit or payment, or if the Debtors or the GUC Trust fails to file any required federal tax return by the due date of such return, then the United States may provide notice to counsel for the Debtors or the GUC Trust (as applicable) via email of such failure (an "IRS Notice of Default"). The Debtors or GUC Trust (as applicable) shall have 15 business days from the date of an IRS Notice of Default to cure the default. If the Debtors or the GUC Trust (as applicable) fails to cure the default, the Internal Revenue Service shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law outside the Court against the Debtor or the GUC Trust (as applicable).

The Debtors or GUC Trust (as applicable) shall be entitled to two notices of default. Upon a third event of default, the Internal Revenue Service shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law outside of the Court against the Debtors of GUC Trust (as applicable) without further notice to the Debtor or the GUC Trust (as applicable). For the avoidance of doubt, the Internal Revenue Services' failure to issue an IRS Notice of Default will not constitute a waiver by the United States of the right to declare that the Debtor or the GUC Trust has failed to fulfill any of its obligations listed in the first sentence of this paragraph.

30. Post-Effective Date Service of Documents. Except for the Debtors and the U.S. Trustee, any Person desiring to remain on the Bankruptcy Rule 2002 service list after the Effective Date shall file a request for continued service and serve such request upon the GUC Trustee and counsel to the GUC Trust within thirty (30) days after the Effective Date. Persons who do not file a request for continued service within thirty (30) days after the Effective Date shall be removed from the Bankruptcy Rule 2002 service list. Persons shall be notified of such continued notice requirements in the Notice of Effective Date. Notwithstanding the foregoing, after the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Post Effective Date Debtors or the GUC Trust shall be served in accordance with Article XII.G of the Plan and any notice information set forth in the Plan Supplement. Further, nothing herein shall affect or impair the obligation of any movant to serve notice upon any party whose rights will be directly affected or impaired by the relief sought.

31. Authorization to Consummate. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by

the required parties) of the conditions precedent to the Effective Date set forth in Article IX of the Plan.

32. Notice of Entry of the Confirmation Order and the Occurrence of the Effective Date. The GUC Trustee shall serve notice of the entry of this Confirmation Order and the occurrence of the Effective Date (the "Notice of Effective Date"), substantially in the form attached hereto as **Exhibit B**, which form is hereby approved, on all creditors and parties in interest in the Chapter 11 Cases within five (5) business days after the occurrence of the Effective Date. Service of the Notice of Effective Date described herein in the time and manner set forth herein shall constitute due, adequate, and sufficient notice, and no other or further notice shall be necessary.

33. Modification of Plan. After the Confirmation Date and prior to substantial consummation of the Plan as defined in section 1101(2) of the Bankruptcy Code, the Debtors may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, and such matters as may be necessary to carry out the purpose and effect of the Plan. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or clarified, if the proposed alteration, amendment, modification, or clarification does not materially and adversely change the treatment of the Claim of such Holder.

34. Dissolution of the Committee. On the Effective Date, the Committee shall dissolve and the members thereof and the professionals retained by the Committee shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; *provided, however*, that after the Effective Date, the Committee shall continue to exist

and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for payment of Professional Fee Claims and requests for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code, and (b) any appeals of the Confirmation Order or other appeal in the Chapter 11 Cases to which the Committee is a party.

35. Retention of Jurisdiction. Notwithstanding the occurrence of the Effective Date, the Court shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including among other things, jurisdiction over the matters set forth in Article XI of the Plan.

36. Construction; Interpretation. The failure to specifically describe or include any particular provision of the Plan or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan (including any exhibits thereto and the Plan Supplement) be approved and confirmed in its entirety. Except as expressly provided by this Confirmation Order, each provision of the Plan is valid and enforceable in accordance with its terms and is nonseverable and mutually dependent.

37. Rules Governing Conflicts Between Documents. In the event of any conflict between the Plan, on the one hand, and any other agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement, instrument, or document). In the event of any conflict between this Confirmation Order and the Plan or any other agreement, instrument, or document intended to implement the provisions of the Plan, the terms of this Confirmation Order shall govern.

38. Extension of Injunctions and Stays. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date (including any injunctions or stays contained in or arising from the Plan or this Confirmation Order), shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

39. Effect of Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' or the GUC Trustee's receipt of written notice of such order. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan and all related documents or any amendments or modifications thereto.

40. Final Order. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), and 7062, or any other applicable Bankruptcy Rule, the Court finds that there is no reason for delay in the implementation of this Confirmation Order and, thus, this Confirmation Order shall be effective and enforceable immediately upon entry.

EXHIBIT A

Confirmed Plan

EXHIBIT B

Notice of Effective Date

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
RELIZ TECHNOLOGY GROUP HOLDINGS INC., *et al.*,[1]	Case No. 26-10371 (TMH)
	(Jointly Administered)
Debtors.	**Related to Docket No. ___**

NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF RELIZ TECHNOLOGY GROUP HOLDINGS INC. AND ITS DEBTOR AFFILIATES; (II) OCCURRENCE OF EFFECTIVE DATE OF THE PLAN; (III) SUBSTANTIAL CONSUMMATION OF THE PLAN; AND (IV) CERTAIN BAR DATES

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan. The debtors in the above-captioned cases (collectively, the "Debtors") hereby give notice that, on July [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [●]] (the "Confirmation Order") confirming the *Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates* (the "Plan").[2] The Plan is attached as Exhibit A to the Confirmation Order.

2. Occurrence of Effective Date; Vesting of Assets. Pursuant to the Confirmation Order, the Debtors hereby certify and give notice that the Plan became effective in accordance with its terms, as set forth in Article IX of the Plan, on July [●], 2026 (the "Effective Date"). On the Effective Date, except as otherwise expressly provided in the Plan or Confirmation Order, among other things, the Vested Causes of Action and any other assets of any Debtor not transferred to the Purchaser pursuant to the Asset Purchase Agreement, if any, shall vest in the GUC Trust free and clear of all Liens, Claims, charges or other encumbrances.

3. Substantial Consummation. The Debtors hereby give notice that, pursuant to section 1101(2) of the Bankruptcy Code, the Plan has been substantially consummated.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A). The Debtors' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.

[2] Unless otherwise defined in this notice, capitalized terms used herein have the meanings set forth in the Plan.

4. Releases; Exculpation; Injunction. The exculpation, release, and injunction provisions in Article VIII of the Plan are now in full force and effect.

5. Administrative Claims Bar Date. Except with respect to Professional Fee Claims, Administrative Claims arising under section 503(b)(1)(D) of the Bankruptcy Code, Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code, and Administrative Claims previously Allowed by Final Order of the Court, requests for payment of Administrative Claims must be filed and served on the GUC Trust pursuant to the procedures specified in the Confirmation Order and this notice no later than the Administrative Claims Bar Date, [●], 2026 (*i.e.*, thirty (30) days after the Effective Date). Holders of Administrative Claims that are required to, but do not, timely File and serve a request for payment of such Administrative Claims shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Post Effective Date Debtors, the GUC Trust, or their respective property, and such Administrative Claims shall be deemed satisfied as of the Effective Date without further notice or order of the Court. Objections to requests for payment of Administrative Claims, if any, must be Filed and served on the GUC Trust and the requesting Holder no later than the Claims Objection Bar Date for Administrative Claims.

6. Professional Fee Claims Bar Date. All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred on or before the Effective Date (the "Final Fee Applications") must be filed no later than [●], 2026 (*i.e.*, forty-five (45) days after the Effective Date). The Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 297]. The GUC Trust shall pay Professional Fee Claims in Cash in the amounts Allowed by the Court, including from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed.

7. Bar Date for Claims Based on Rejection of Executory Contracts or Unexpired Leases. Except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease to which the Debtors are a party shall be deemed automatically rejected as of the Effective Date unless such Executory Contract or Unexpired Lease is assumed pursuant to the Plan, the Plan Supplement, the Asset Purchase Agreement, or a separate order of the Court. If the rejection of an Executory Contract or Unexpired Lease gives rise to a Claim, such Claim must be Filed and served on the Debtors or GUC Trust, as applicable, no later than thirty (30) days after the date of entry of an order of the Court (including the Confirmation Order) approving such rejection. Holders are encouraged to review Article V of the Plan and the Confirmation Order for additional information regarding the treatment of Executory Contracts and Unexpired Leases.

8. Renewed Request for Post-Effective Date Notice Pursuant to Bankruptcy Rule 2002. After the Effective Date, to continue to receive notice of documents pursuant to Bankruptcy Rule 2002, all creditors and other parties in interest (other than the Debtors and the U.S. Trustee) must file with the Court and serve on the GUC Trust a renewed notice of

appearance requesting receipt of documents pursuant to Bankruptcy Rule 2002 within thirty (30) days after the Effective Date.

9. GUC Trust and Case Information. On the Effective Date, the GUC Trust will be established for the benefit of holders entitled to receive GUC Trust Interests and distributions pursuant to the Plan. The GUC Trust will be administered by the GUC Trustee in accordance with the Plan and the Liquidation Trust Agreement.

Any party in interest who wishes to obtain a copy of the Plan, any exhibits to the Plan, or the Confirmation Order may view and download such documents at (a) the Post Effective Date Debtors' website, located at https://www.veritaglobal.net/BLOCKFILLS, or (b) at the Court's website (https://www.deb.uscourts.gov/) (PACER account required).

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Dated: July ___, 2026
Wilmington, Delaware

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/s/ DRAFT

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