UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re: WELLMADE FLOOR COVERINGS INTERNATIONAL, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 25-58764-SMS (Jointly Administered)

DEBTORS' CHAPTER 11 PLAN

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

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INTRODUCTION

Wellmade Floor Coverings International, Inc. and Wellmade Industries MFR. N.A LLC, as debtors and debtors in possession, propose this chapter 11 plan, as may be amended and supplemented from time to time, for the resolution of outstanding Claims against, and Interests in, the Debtors. Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof.

Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, and historical financial information, as well as a summary and description of the Plan and related sale process. ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN, TO THE EXTENT APPLICABLE.

The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. Although proposed jointly for administrative purposes, the Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

As used in this Plan, capitalized terms have the meanings set forth below.

1. "*503(b)(9) Claims*" means Claims arising under section 503(b)(9) of the Bankruptcy Code against one or more of the Debtors that were to be Filed against one or more of the Debtors on or before the General Bar Date.

2. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Debtors' Estates pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Professional Fee Claims; (c) all requests for compensation or expense reimbursement for making a substantial contribution in the Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code; and (d) all 503(b)(9) Claims.

3. "*Administrative Claims Bar Date*" means the deadline for Filing requests for payment of Administrative Claims (other than 503(b)(9) Claims, which are subject to the General Bar Date pursuant to the Bar Date Order or Professional Fee Claims, which are subject to the Professional Fee Claims Bar Date), which shall be 30 days after the Effective Date.

4. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

5. "*Allowed*" means with respect to any Claim, except as otherwise provided herein:

(a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court, a Proof of Claim is not or shall not be required to be Filed); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order; provided, that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed prior to the Claims Objection Deadline, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or if such an objection is so interposed, such Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court unless otherwise ordered by the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes. For the avoidance of doubt, a Proof of Claim Filed after the applicable Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. "*Allow*" and "*Allowing*" shall have correlative meanings.

6. "*Approved Budget*" has the meaning as set forth in the DIP Order.

7. "*Assets*" means all tangible and intangible assets of every kind and nature of the Debtors and their Estates within the meaning of section 541 of the Bankruptcy Code including, without limitation, Cash, Causes of Action, and equity interests in any Affiliates.

8. "*Avoidance Actions*" means any and all actual or potential avoidance, recovery, subordination, or other claims, actions, or remedies which any of the Debtors, the debtors in possession, the Estates, or other appropriate parties in interest have asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

9. "*Ballot*" means "Ballot" as defined in the Solicitation Procedures Order.

10. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time, as applicable to the Cases.

11. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, having jurisdiction over the Cases.

12. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, each as amended from time to time.

13. "*Bar Date*" means, as applicable, the Claims Bar Date, the Governmental Bar Date, the Administrative Claims Bar Date, the Professional Fee Claims Bar Date, and any other deadline established by the Court to file Proofs of Claim against the Debtors.

14. "*Bar Date Order*" means the *Order (I) Setting a Bar Date for Filing Proofs of Claim; (II) Setting an Amended Schedules Bar Date; (III) Setting a Rejection Damages Bar Date; (IV) Approving the Form of and Manner for Filing Proofs of Claim; (V) Approving Notice of the Bar Dates; and (VI) Granting Related Relief* entered by the Bankruptcy Court on October 9, 2025 [Docket No. 222].

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

16. "*Cases*" means, when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and when used with reference to all Debtors, the procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

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

18. "*Causes of Action*" means any Claims, damages, remedies, causes of action, demands, rebates, refunds, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, in tort, law, equity, or otherwise, including (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code, including, for the avoidance of doubt, Avoidance Actions; (d) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Claims relating to the Escrow Amount.

19. "*Claim*" means any "claim" as defined in section 101(5) of the Bankruptcy Code.

20. *"Claims and Noticing Agent*" means Kurtzman Carson Consultants, LLC d/b/a Verita Global, or any successor appointed by the Bankruptcy Court.

21. "*Claims Bar Date*" means the deadline for persons or entities, other than Governmental Units and certain other excepts explicitly set forth in the Bar Date Order, to file Proofs of Claim against the Debtors on account of Claims arising, or deemed to have arisen, prior to the Petition Date, including, for the avoidance of doubt, 503(b)(9) Claims, which deadline was established by the Bar Date Order as November 21, 2025 at 5:00 p.m. (prevailing Eastern Time).

22. "*Claims Objection Deadline*" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by order of the Bankruptcy Court for objecting to Claims.

23. "*Claims Register*" means the official register of Claims maintained by the Claims and Noticing Agent.

24. "*Class*" means a category of Claims or Interests under section 1122(a) of the Bankruptcy Code.

25. "*Combined Hearing*" means the combined hearing before the Bankruptcy Court to consider both (i) final approval of the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and (ii) confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

26. "*Committee*" means the official committee of unsecured creditors appointed in the Cases pursuant to section 1102(a) of the Bankruptcy Code [Docket No. 59], as such committee may be reconstituted from time to time.

27. "*Committee Professionals*" means Professionals retained by the Committee.

28. "*Complex Case Procedures*" means the Procedures for Complex Chapter 11 Cases as established by and set forth in the Second Amended and Restated General Order 26-2019, dated February 6, 2023.

29. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

30. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to, among others, section 1129 of the Bankruptcy Code.

31. "*Consummation*" means the occurrence of the Effective Date.

32. "*CRO*" means David Baker in his capacity as Chief Restructuring Officer of the Debtors.

33. "*Debtors*" means, collectively, the debtors and debtors in possession in the Cases.

34. "*Debtor D&Os*" means (a) Ming "Allen" Chen, (b) Zhu "George" Chen, and (c) the CRO.

35. "*DIP Agreement*" means that certain Amended and Restated Senior Secured Debtor-in-Possession Loan and Security Agreement, by and among the Debtors and the DIP Lender as it may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms and the terms of the DIP Order.

36. "*DIP Lender*" means SummitBridge National Investments VIII LLC as lender under the DIP Agreement.

37. "*DIP Loan Documents*" means the DIP Agreement together with the schedules and exhibits attached thereto and all agreements, documents, instruments, and amendment executed and delivered in connection therewith, including the "Loan Documents" as defined in the DIP Agreement.

38. "*DIP Order*" means the *Final Order (A) Granting Debtors' Motion for (1) Authority to Incur Post-Petition Secured Indebtedness, (2) Authority to Grant Superpriority Status Pursuant to 11 U.S.C. § 364(c), and (3) Authority to Grant Priming Liens Pursuant to 11 U.S.C. §364(d), (B) Authorizing Postpetition Use of Cash Collateral and Granting Adequate Protection, (C) Modifying the Automatic Stay, and (D) Granting Related Relief* [Docket No. 134].

39. "*Disallowed*" means, with respect to any Claim, a Claim or any portion thereof that: (a) has been disallowed by a Final Order; (b) is listed on the Schedules as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or otherwise deemed timely Filed under applicable law or the Plan; (c) is not listed on the Schedules and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or otherwise deemed timely Filed under applicable law or the Plan; (d) has been withdrawn by agreement of the applicable Debtor and the Holder thereof; or (e) has been withdrawn by the Holder thereof.

40. "*Disclosure Statement*" means the *Disclosure Statement for the Chapter 11 Plan of Wellmade Floor Coverings International, Inc. and its Debtor Affiliates*, including all exhibits and schedules thereto, as approved on an interim basis by the Solicitation Procedures Order.

41. "*Disputed*" means a Claim that is not yet Allowed or Disallowed.

42. "*Disputed Unsecured Claims Reserve*" means a reserve account with respect to Disputed General Unsecured Claims to be established and funded by the Plan Administrator pursuant to the Plan and the Litigation Trust Agreement.

43. "*Distribution Record Date*" means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Effective Date or such other date as designated in the Confirmation Order.

44. "*Effective Date*" means, with respect to the Plan, the date that is the first Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article X.B have been satisfied or waived (in accordance with Article X.C); and (c) the Plan is declared effective.

45. "*Entity*" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

46. "*Escrow Amount*" means the $1,386,522.00 held back by AHF IC, LLC on account of alleged product quality claims from the purchase price cash payment under that certain Second Amended and Restated Asset Purchase Agreement (the "APA"), dated as of September 16, 2025, which was placed in escrow with Synovus Bank, as escrow agent.

47. "*Estate*" means, as to each Debtor, the estate created for each Debtor in its Case pursuant to section 541 of the Bankruptcy Code.

48. "*Exculpated Parties*" means, collectively, and in each case in its capacity as such:

(a) the Debtors, (b) the Debtor D&Os, (c) the Debtors' Professionals retained in these Cases, (d) the Committee, the members of the Committee in their capacity as such, the individuals representing such members, in their capacity as such, (e) the Committee Professionals, and (f) the Individual Defendants.

49. "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

50. "*Federal Judgment Rate*" means the interest rate set forth in 28 U.S.C. § 1961(a) as of the Petition Date.

51. "*File,*" "*Filed,*" or "*Filing*" means file, filed, or filing in the Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or proof of Interest, the Claims and Noticing Agent.

52. "*Final Order*" means (i) an order or judgment of the Bankruptcy Court, as entered on the docket in any Case (or any related adversary proceeding or contested matter) or the docket of any other court of competent jurisdiction, or (ii) an order or judgment of any other court having jurisdiction over any appeal from (or petition seeking certiorari or other review of) any order or judgment entered by the Bankruptcy Court (or any other court of competent jurisdiction, including in an appeal taken) in any Case (or in any related adversary proceeding or contested matter), in each case that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Rules, may be Filed relating to such order shall not prevent such order from being a Final Order.

53. "*General Unsecured Claim*" means any Claim other than (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a Secured Claim, (d) an Other Priority Claim, and a (e) Labor Plaintiff Claim.

54. "*Governmental Bar Date*" means the deadline for Governmental Units to file Proofs of Claim against the Debtors on account of Claims arising, or deemed to have arisen, prior to the Petition Date, which deadline was established by the Bar Date Order as April 4, 2026 at 5:00 p.m. (prevailing Eastern Time).

55. "*Governmental Unit*" shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

56. "*Holder*" means any Person holding a Claim or Interest.

57. "*Impaired*" means, with respect to a Class of Claims or Interests, a Class of Claims

or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

58. "*Individual Defendants"* means Zhu "George" Chen, Ming "Allen" Chen, Jiayi "Morgan" Chen, and Jianjun Lu.

59. "*Interest*" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor, including any rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

60. "*Insurance Policies*" mean all insurance policies that have been issued at any time to, or provide coverage to, any of the Debtors, and all agreements, documents, or instruments relating thereto.

61. "*IRS*" means the Internal Revenue Service.

62. "*IRS Form*" means IRS Form W-9, W-8BEN, any applicable substitute, or any other tax information that the Debtors or the Plan Administrator (as applicable) may require from a holder of a Claim for a distribution under the Plan.

63. "*Labor Plaintiffs"* means Wen Chen; Yanxi Gao; Cangen Han; Sijian Jiang; Weiwei Li; Nan Liu; Yucong Liu; Jinchao Si; Haitao Sun; Pan Wang; Shunkui Wang; Xianlai Wei; Guangshun Xing; Yao Yan; Jiagen Yang; Jiansheng Yin; Shengda Yu; Shengxiang Yu; Shun Yu; Jingjing Zhang; Shuai Zhang; Yixiang Zhang; Eglis Almarza Diaz; Yorman Ojeda Herrera; and Marianela Piña Yaguari.

64. "*Labor Plaintiffs Settlement*" means the settlement among the Debtors and the Labor Plaintiffs, described in more detail in Article VI.I of the Disclosure Statement and implemented pursuant to the terms of the Plan.

65. "*Lien*" shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

66. "*Local Rules*" means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Georgia.

67. "*OCP Order*" means the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* entered by the Bankruptcy Court on October 3, 2025 [Docket No. 214].

68. "*Ordinary Course Professional*" shall have the meaning ascribed to such term in the OCP Order.

69. "*Other Priority Claim*" means any Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, to the extent such Claim has not already been paid during the Cases, other than: (a) an Administrative Claim; or (b) a Priority Tax Claim.

70. "*Person*" shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

71. "*Petition Date*" means August 4, 2025, the date on which the Debtors commenced the Cases.

72. "*Plan*" means this plan, as it may be amended, modified or supplemented from time to time, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto.

73. "*Plan Administration Agreement*" means the agreement, substantially in the form to be included in the Plan Supplement, as it may be subsequently modified from time to time, governing the powers, duties, and responsibilities of the Plan Administrator on terms materially consistent with the Plan.

74. "*Plan Administrator*" means the Person designated by the Debtors to serve as the Plan Administrator under the Plan, who is the designated representative of the Debtors on and after the Effective Date and charged with overseeing the tasks outlined in Article IV of the Plan and the Plan Administration Agreement. The Plan Administrator shall be identified in the Plan Supplement.

75. "*Plan Documents*" means all documents, forms of documents, schedules, and exhibits to this Plan (including the Plan Supplement) to be executed, delivered, assumed, or performed in conjunction with Consummation of the Plan on the Effective Date.

76. "*Plan Supplement*" means the compilation of all Plan Documents to be entered into as of the Effective Date and which, if not attached to the Plan, will be filed with the Bankruptcy Court not later than seven calendar days prior to the Voting Deadline. The Plan Supplement shall comprise, among other documents, the following, as applicable: (a) identity and compensation of the Plan Administrator; (b) the Plan Administration Agreement; (c) the disclosure of the Wind Down Cash Amount; and (d) any and all other documentation necessary to effectuate the Plan or that is contemplated by the Plan. The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date in accordance with Article XI.

77. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

78. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

79. "*Professional*" means an Entity employed pursuant to a Bankruptcy Court order in accordance with sections 327, 328 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code.

80. "*Professional Fee Claims*" means all Administrative Claims for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Effective Date.

81. "*Professional Fee Claims Bar Date*" means the deadline for Filing requests for payment of Professional Fee Claims, which shall be 45 days after the Effective Date.

82. "*Proof of Claim*" means a proof of Claim Filed in the Cases.

83. "*Purchase Agreement*" means that Purchase Agreement as such term is defined in the Sale Order.

84. "*Released Parties*" means, each of the following, solely in its capacity as such: (a) the Debtors; (b) the Creditors Committee and each of its members (solely in their respective capacities as such); (c) the Individual Defendants; (d) the Staffing Agencies; (e) the CRO; and (f) the Debtors' Professionals retained in these Cases.

85. "*Releasing Parties*" means the following Entities, each in their respective capacities as such: (a) each Holder of a Claim that (i) votes to accept the Plan or (ii) either (1) abstains from voting or (2) votes to reject the Plan and, in the case of either (1) or (2), does not opt out of the voluntary release by checking the opt-out box on the applicable Ballot, and returning it in accordance with the instructions set forth thereon, indicating that they are electing to opt out of granting the releases provided in the Plan; (b) each Holder of a Claim that is deemed to accept the Plan or is otherwise Unimpaired under the Plan and who does not opt out of the voluntary release by checking the opt out box on the applicable non-voting status notice form, and returning it in accordance with the instructions set forth thereon, indicating that they are not willing to grant the releases provided in the Plan; (c) each Holder of a Claim that is deemed to reject the Plan or is otherwise Impaired under the Plan and who does not opt out of the voluntary release by checking the opt-out box on the applicable non-voting status notice form, and returning it in accordance with the instructions set forth thereon, indicating that they are not willing to grant the releases provided in the Plan; and (d) each Holder of an unclassified Claim who does not object to the Third-Party Release.

86. "*Reserve Accounts*" means any reserve account established pursuant to the Plan, including Undeliverable Distribution Reserve, the Wind Down Expense Fund, and the Disputed Unsecured Claims Reserve.

87. "*Sale Order*" means the Order (A) Approving the Private Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 220].

88. "*Secured*" means when referring to a Claim: (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, enforceable, and unavoidablepursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the applicable Holder's interest in the applicable Debtor's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code;

or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a secured claim.

89. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder, as amended from time to time.

90. "*Solicitation Procedures Order*" means the *Order (A) Approving the Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing Voting Record Date, (E) Fixing the Date, Time, and Place for the Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan and the Deadline for Filing Objections Thereto, and (F) Approving Related Notice Procedures and Deadlines* entered by the Bankruptcy Court on [•] [Docket No. •].

91. "*Staffing Agencies*" means any staffing agencies that have assisted in placing one or more persons who have worked at the Debtors' Georgia facility at any time from January 1, 2020 to the present.

92. "*Statutory Fees*" means any fees due and payable pursuant to 28 U.S.C. § 1930, together with the statutory rate of interest set forth in section 3717 of Title 31 of the United States Code to the extent applicable.

93. "*U.S. Trustee*" means the Office of the United States Trustee for the Northern District of Georgia and the United States Trustee for Region 21.

94. "*Undeliverable Distribution Reserve*" has the meaning set forth in Article VI.B.

95. "*Unexpired Lease*" means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

96. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that are unimpaired within the meaning of section 1124 of the Bankruptcy Code, including through payment in full in Cash and applicable post-petition interest.

97. "*Labor Plaintiff Claims*" means General Unsecured Claims held by the Labor Plaintiffs pursuant to the terms of the Labor Plaintiff Settlement.

98. "*Voting Deadline*" means the "Voting Deadline" as such term is defined in the Solicitation Procedures Order.

99. "*Wind Down Cash Amount*" means Cash to be used by the Plan Administrator to fund the Wind Down Expense Fund, which amount shall be set forth in the Plan Supplement.

100. "*Wind Down Estates*" means the Estates on and after the Effective Date.

101. "*Wind Down Expense Fund*" has the meaning set forth in Article VI.C.

102. "*Wind Down Expenses*" has the meaning set forth in Article VI.C.

B. Rules of Interpretation

For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall 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) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to a Person as a Holder of a Claim or Interest includes that Person's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (11) all references to docket numbers of documents Filed in the Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Cases, unless otherwise stated; (13) any immaterial effectuating provisions may be interpreted by the Debtors or the Plan Administrator, as applicable, in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Person; (14) all reference to "corporate action" shall mean with respect to any Entity, corporate, limited liability, partnership, or other organizational action, as applicable to such Entity; and (15) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan falls on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Georgia, without giving effect to the principles of conflict of laws, shall govern the rights,

obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, that corporate governance matters relating to the Debtors shall be governed by the laws of the state of incorporation or formation of the relevant Debtor.

E. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America unless otherwise expressly provided herein.

F. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and any document included in the Plan Supplement, the terms of the document in the Plan Supplement shall control (unless stated otherwise in such document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

ARTICLE II.
ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims

Except with respect to Administrative Claims that are otherwise addressed in this Article II, and except to the extent that an Administrative Claim has already been paid during the Cases or a Holder of an Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment, each Holder of an Allowed Administrative Claim shall be paid in full in Cash the unpaid portion of its Allowed Administrative Claim on the latest of: (a) the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) the date such Administrative Claim is Allowed or as soon as reasonably practicable thereafter; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is reasonably practicable; provided that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements and/or arrangements governing, instruments evidencing, or other documents relating to such transactions.

Except as otherwise provided in this Article II.A and except with respect to Administrative Claims that are otherwise addressed in this Article II, requests for payment of Allowed Administrative Claims must be Filed and served pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date.

Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date, unless the Bankruptcy Court orders otherwise. Objections to such requests, if any, must be Filed and served on the Debtors and the requesting party by the Claims Objection Deadline.

In accordance with section 503(b)(1)(D) of the Bankruptcy Code, taxing authorities are not required to file a request for payment of their Administrative Claims as a condition of such Administrative Claims being Allowed. The Debtors will pay any such taxes, to the extent Allowed, that arose after the Petition Date in the ordinary course of business.

B. Professional Compensation

All final requests for payment of all Professional Fee Claims incurred during the period from the Petition Date through the Effective Date shall be Filed no later than the Professional Fee Claims Bar Date, provided, however, that nothing herein alters (i) the ability of a Professional to be paid its Professional Fee Claims (for which final requests for payment are Filed by the Professional Fee Claims Bar Date) on a monthly basis pursuant to the Complex Case Procedures and the monthly compensation procedures provided for therein, or (ii) the ability of an Ordinary Course Professional to be paid, or the authority of the Debtors to pay Ordinary Course Professionals, pursuant to the terms of the OCP Order, and such Ordinary Course Professionals shall not be required to file requests for payment of Professional Fee Claims unless such requests are required under the OCP Order. All such final requests will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, Complex Case Procedures, and prior orders of the Bankruptcy Court, and once approved by the Bankruptcy Court, shall be promptly paid from the Debtors' Cash.

C. Priority Tax Claims

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the Holder of an Allowed Priority Tax Claim and the applicable Debtor, each Holder of an Allowed Priority Tax Claim will receive, at the option of the applicable Debtor, in full satisfaction of its Allowed Priority Tax Claim that is due and payable on or before the Effective Date, either (i) Cash equal to the amount of such Allowed Priority Tax Claim on the Effective Date or (ii) otherwise treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

D. Statutory Fees

The Debtors will make all payments required to be paid to the Office of the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) until the entry of a final decree closing the Cases or conversion or dismissal of the Cases, whichever is earlier. All payments due to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) shall be paid on the Effective Date, and the Debtors shall thereafter pay U.S. Trustee fees due on a quarterly basis until the entry of a final decree closing the Cases or conversion or dismissal of the Cases, whichever is earlier. The U.S. Trustee shall not be required

to File a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS AND EXPECTED RECOVERIES

A. Summary of Classification

All Claims and Interests are classified in the Classes set forth below in accordance with section 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims and Interests pursuant to the Plan is as follows:

Class	Claim or Interest	Status	Voting Rights
1	Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Labor Plaintiff Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
5	Interests	Unimpaired	Not Entitled to Vote (Deemed to Accept)

B. Treatment of Claims and Interests

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors or the Plan Administrator, as applicable, and the Holder of such Allowed Claim or Allowed Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the later of the Effective Date and the date such Holder's Claim or Interest becomes an Allowed Claim or Allowed Interest or as soon as reasonably practicable thereafter.

1. Class 1 – Secured Claims

   a. *Classification*: Class 1 consists of Secured Claims.

   b. *Treatment*: In full and final satisfaction of each Allowed Secured Claim (unless the applicable Holder agrees to a less favorable treatment), each

Holder thereof will receive at the option of the Debtors or the Plan Administrator, as applicable: (a) payment in full in Cash, payable on the later of the Effective Date and the date that is 10 Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (b) delivery of the collateral securing any such Claim, or (c) such other treatment rendering such Claim Unimpaired.

c. *Voting*: Class 1 is Unimpaired. Holders of Class 1 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Priority Claims

a. *Classification*: Class 2 consists of Other Priority Claims.

b. *Treatment*: In full and final satisfaction of each Allowed Other Priority Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder thereof will receive payment in full in Cash or other treatment rendering such Claim Unimpaired.

c. *Voting*: Class 2 is Unimpaired. Holders of Class 2 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

3. Class 3 – Labor Plaintiff Claims

a. *Classification*: Class 3 consists of all Labor Plaintiff Claims.

b. *Treatment*: In full and final satisfaction of the Labor Plaintiff Claims, consistent with the Labor Plaintiffs Settlement, the Labor Plaintiffs will receive payment, through their counsel, of the Labor Plaintiff Claims in full in Cash.

c. *Voting*: Class 3 is Impaired. Holders of Class 3 Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – General Unsecured Claims

a. *Classification*: Class 4 consists of all General Unsecured Claims other than the Labor Plaintiff Claims.

b. *Treatment*: In full and final satisfaction of each General Unsecured Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder thereof will receive payment in full in Cash rendering such Claim Unimpaired. The Allowed amount of any General Unsecured Claim shall include interest accrued from the Petition Date through the date of payment of such Claim at the lower of the Federal Judgment Rate or the Contract

Rate.

c. *Voting*: Class 4 is Unimpaired. Holders of Allowed Class 4 General Unsecured Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

5. Class 5 –Interests in the Debtors

a. *Classification*: Class 5 consists of all Interests in the Debtors.

b. *Treatment*: After payment in full of all Allowed Claims, Holders of Interests shall receive and retain all remaining property of the Debtors' Estates in accordance with their respective rights under applicable non-bankruptcy law.

c. *Voting*: Class 5 is Unimpaired under the Plan within the meaning of section 1124(1) of the Bankruptcy Code. Holders of Class 5 Interests are not entitled to vote to accept or reject the Plan.

C. Controversy Concerning Impairment and Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

If a controversy arises as to whether any Claim or any Class of Claims is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date. To the extent the Court determines a Claim or any Class of Claims is Impaired, the Debtors hereby request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Class that is deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Debtors reserve the right to request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any voting Class that votes to reject the Plan. The Debtors reserve the right to modify the Plan in accordance with Article XII hereof to the extent, if any, that confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

D. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Combined Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class of Claims or Interests is eligible to vote and no Holder of Claims or Interests, as applicable, in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by such Class.

F. Subordinated Claims and Interests

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and their respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. Plan Administrator

On the Effective Date, the Plan Administrator shall be appointed without any further action and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders, and the Debtors shall be authorized to be dissolved by the Plan Administrator. All Assets not distributed on the Effective Date shall vest in the Debtors and shall be managed and liquidated by the Plan Administrator in accordance with the provisions of the Plan and the Plan Administration Agreement. The Plan Administrator shall consult with the Holders of Interests regarding whether dissolution of the Debtors is appropriate or necessary. The Holders of Interests may determine, in their discretion, to continue operating the Debtors' remaining businesses, as well as those of the Debtors' non-debtor Affiliates.

Following the Effective Date, in the event of the resignation or removal, liquidation, dissolution, death or incapacity of the Plan Administrator, a successor Plan Administrator shall be selected in accordance with the terms of the Plan Administration Agreement.

On and after the Effective Date, the Plan Administrator shall be deemed to be, and shall serve as, the representative of each of the Debtors' Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and shall have all the rights and powers set forth in the Plan Administration Agreement, including, without limitation (and except as otherwise provided in the Plan Administration Agreement), the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004, including the right to:

1. effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan and the Plan Administration Agreement;

2. liquidate the Assets, reconcile any Disputed Claims and distribute the proceeds of the Assets in accordance with the Plan and the Plan Administration Agreement; and

3. employ and compensate professionals and other agents in accordance with the Plan Administration Agreement.

B. Fee and Expenses of the Plan Administrator

Except as otherwise ordered by the Bankruptcy Court, all reasonable fees or expenses of the Plan Administrator (including, without limitation, the reasonable fees and expenses of professionals retained by the Plan Administrator) shall be paid from the Assets and the proceeds thereof in accordance with the Plan Administration Agreement.

C. Authority to Act

Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under this Plan that would otherwise require approval of the stockholders, security holders, officers, directors, partners, members, or other owners of one of more of the Debtors shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) pursuant to the applicable law of the state in which the Debtor is formed, without any further vote, consent, approval, authorization, or other action by such stockholders, security holders, officers, directors, partners, members or other owners of the Debtor or notice to, order of, or hearing before, the Bankruptcy Court.

D. Vesting of Assets

Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all Assets shall vest in each applicable Debtor free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Debtor may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

E. Preservation of Causes of Action

Except for any Cause of Action against a Person that is expressly waived, relinquished, exculpated, released, compromised under the Plan or Final Order or settled in the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action (including, without limitation, any Causes of Action for the Escrow Amount), whether arising before or after the Petition Date and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Debtors may pursue such Causes of Action, as appropriate, in the Debtors' sole discretion. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors will not pursue any and all available Causes of Action against it. Unless a Cause of Action against a Person is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan, the Debtors, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of, entry of the Confirmation Order or Consummation. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Debtors. The Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such 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. For the avoidance of doubt, the Plan Administrator shall have standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action on behalf of the Debtors and their Estates.

Upon the payment of Holders of Allowed Claims in full, the Debtors release any Avoidance Action against Holders of a Class 3 Labor Plaintiff Claim or Class 4 General Unsecured Claim

F. Preservation of Interests in the Debtors

On the Effective Date, after payment in full of all Allowed Claims of the Debtors in accordance with their respective priorities under applicable non-bankruptcy law (including, to the extent required, post-petition interest), Holders of Interests shall receive and retain all remaining property of the Debtors' Estates, or the proceeds thereof, in accordance with their respective rights under applicable non-bankruptcy law, including governing organizational documents and applicable state law governing distributions upon liquidation. No Equity Interest shall be cancelled, extinguished, subordinated, modified, or otherwise altered by the Plan.

G. Effectuating Documents; Further Transactions

On and after the Effective Date, the Plan Administrator is 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 and the transactions

contemplated thereby, in each case, in the name of and on behalf of the Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan. In connection with the foregoing, the Plan Administrator shall complete any remaining activities of the Debtors.

H. No Substantive Consolidation

The Plan is being proposed as a joint plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests, except as expressly provided herein or as agreed to by the Holder of a Claim or Interest.

I. Sale Order

Notwithstanding anything to the contrary herein, nothing in this Plan shall affect, impair or supersede the Sale Order or Sale Documents, each of which remains in full force and effect and governs in the event of any inconsistency with the Plan.

J. Insurance Policies

Up to and including their policy expiration date(s), all Insurance Policies in effect as of the Effective Date shall remain in full force and effect according to their terms and the coverage obligations of the insurers and third-party administrators under such Insurance Policies shall continue following the Effective Date (including any obligations to pay, defend, and process insured claims).

K. Exemption From Certain Transfer Taxes and Fees

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

L. Final Decree

At any time following the Effective Date, the Plan Administrator shall be authorized to file a motion for entry of a final decree closing the Cases.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Debtor will be deemed to have rejected each Executory Contract or Unexpired Lease to which such Debtor is a party, unless such Executory Contract or Unexpired Lease (i) was previously assumed, assumed and assigned, or rejected; (ii) was previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion or notice to assume or reject Filed on or before the Confirmation Date.

The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the rejections described above as of the Effective Date.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Claims based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or Confirmation Order must be Filed by no later than 11:59 p.m. (prevailing Eastern Time) on the day that is 30 days after the Effective Date. For the avoidance of doubt, nothing herein shall be deemed to modify any other prior deadlines to file a Claim on account of the rejection of Executory Contracts or Unexpired Leases other than pursuant to the Plan and Confirmation Order.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are not Filed within such time, unless otherwise ordered by the Bankruptcy Court, will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, or property of the Estates, without the need for any objection by the Debtors or Plan Administrator or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of Executory Contracts or Unexpired Leases under the Plan and Confirmation Order shall be classified as General Unsecured Claims and shall, if Allowed, be treated in accordance with Article III.B.4.

C. Reservation of Rights

The inclusion of any contract or lease in the Schedules or in any Plan Supplement shall not constitute an admission by the Debtors that such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtor or the Liquidating Trustee (as applicable) may elect within thirty (30) calendar days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan by filing a notice of such election on the docket of the Cases.

D. Preexisting Obligations to Debtors under Executory Contracts and Unexpired Lease

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties, indemnity or continued maintenance obligations.

E. Insurance Policies

Insurance Policies shall not be considered Executory Contracts for purposes of this Article V. As set forth in Article IV.L, the Insurance Policies shall remain in full force and effect following the Effective Date.

ARTICLE VI.
RESERVES

If the Plan Administrator determines that he is required, or that it is necessary, to establish any of the reserves set forth in this Article VI, the Plan Administrator shall administer such reserves in the manner established by this Article VI.

A. Establishment of Reserve Accounts

The Plan Administrator shall establish each of the Reserve Accounts, to the extent required or necessary, by either establishing a segregated account or establishing book entry accounts, in the sole discretion of the Plan Administrator.

B. Undeliverable Distribution Reserve

1. Deposits

If a distribution to any Holder of an Allowed Claim is returned to the Debtors as undeliverable or is otherwise unclaimed, such distribution shall be deposited in a segregated, interest-bearing account, designated as an "Undeliverable Distribution Reserve", for the benefit of such Holder until such time as such distribution becomes deliverable, is claimed or is deemed to have been forfeited in accordance with Article VI.B.2 of the Plan.

2. Forfeiture

Any Holder of an Allowed Claim that does not assert a Claim pursuant to this Plan for an undeliverable or unclaimed distribution within 90 days after the first distribution is made to such Holder shall be deemed to have forfeited its claim for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such claim for the undeliverable or unclaimed distribution against any Debtor, Estate, or their respective properties or assets unless the Bankruptcy Court orders otherwise. In such cases, any Cash or other property held by the Debtors in the Undeliverable Distribution Reserve for distribution on account of such claims for undeliverable or unclaimed distributions, including the interest that has accrued on such undeliverable or unclaimed distribution while in the Undeliverable Distribution Reserve, without any further action or order of the Court shall promptly be transferred to or vest in the Debtors, notwithstanding any federal or state escheat laws to the contrary. To the extent that a Holder of an Allowed Claim is deemed to have forfeited any undeliverable or unclaimed distribution, the Plan Administrator shall have no obligation to make any further distributions or reserves on account of such Allowed Claim.

3. Disclaimer

The Debtors, the Plan Administrator, and their respective agents and attorneys are under no duty to take any action to attempt to locate any Claim Holder; provided that in his sole discretion, the Plan Administrator may periodically publish notice of unclaimed distributions.

4. Distribution from Reserve

Within 15 Business Days after the Holder of an Allowed Claim satisfies the requirements of the Plan such that the distribution attributable to its Claim is no longer an undeliverable or unclaimed distribution (provided that satisfaction occurs within the time limits set forth in this Article VI.B), the Plan Administrator shall distribute out of the Undeliverable Distribution Reserve the amount of the undeliverable or unclaimed distribution attributable to such Claim, without interest.

C. Wind Down Expense Fund

The Plan Administrator shall maintain a reserve (the "Wind Down Expense Fund") in an amount as is reasonably necessary to pay the costs and expenses incurred or expected to be incurred by the Debtors and the Plan Administrator in connection with administering the Debtors and performing the duties set forth in the Plan and the Plan Administration Agreement (the "Wind Down Expenses"), including, without limitation, paying the fees and expenses of the Plan Administrator and professionals retained by the Plan Administrator, in each case subject to the Approved Budget. The Wind Down Expense Fund shall be funded by the Debtors with the Wind Down Cash Amount prior to the Effective Date. To the extent that the Wind Down Cash Amount is insufficient to satisfy in full all Wind Down Expenses, the Wind Down Expense Fund shall be further funded from the proceeds of the Assets.

D. Disputed Unsecured Claims Reserve

The Plan Administrator may establish, for the benefit of each Holder of a Disputed General Unsecured Claim, the Disputed Unsecured Claims Reserve in an amount equal to the distributions that would have been made to the Holder of such Disputed Claim if it were an Allowed Claim in an amount equal to the lesser of (i) the liquidated amount set forth in the filed Proof of Claim relating to such Disputed Claim or if no Proof of Claim has been filed the liquidated amount set forth in the Schedules, (ii) the amount in which the Disputed Claim has been estimated by the Bankruptcy Court pursuant to section 502 of the Bankruptcy Code as constituting and representing the maximum amount in which such Claim may ultimately become an Allowed Claim, or (iii) such other amount as may be agreed upon by the Holder of such Disputed Claim and the Plan Administrator. Amounts held in the Disputed Unsecured Claims Reserve shall be retained by the Plan Administrator for the benefit of Holders of Disputed General Unsecured Claims pending determination of their entitlement thereto under the terms of the Plan. No payments or distributions shall be made with respect to all or any portion of any such Disputed Claim pending the entire resolution thereof by Final Order or agreement between the Plan Administrator and the Holder of the applicable Disputed Claim.

At such time as a Disputed General Unsecured Claim becomes an Allowed Claim, the Plan Administrator shall distribute to the Holder thereof the distributions, if any, to which such Holder is then entitled under the Plan. Such distribution, if any, shall be made as soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court Allowing such Disputed Claim becomes a Final Order or the effective date of the relevant agreement between the Plan Administrator and the Holder of the applicable Disputed Claim.

If a Disputed General Unsecured Claim is Disallowed, in whole or in part, the Plan Administrator shall distribute amounts held in the Disputed Unsecured Claims Reserve with respect to such Claim (or, if Disallowed in part, the amounts held in the Disputed Unsecured Claims Reserve with respect to the Disallowed portion of such Claim) in accordance with the Plan.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims

After the Effective Date, the Debtors and Plan Administrator, as applicable, shall have and retain all rights and defenses the applicable Debtor had with respect to any Claim immediately before the Effective Date except as otherwise waived under the Plan. Except as expressly provided in the Plan or in any order entered in the Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Cases allowing such Claim.

B. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Plan Administrator shall have the sole authority to File and prosecute objections to Claims and shall have the sole authority, without any further notice to or action, order, or approval by the Bankruptcy Court, to (1) settle, compromise, withdraw, litigate to judgment, or otherwise resolve objections to any and all such Claims, regardless of whether such Claims are in a Class or otherwise; (2) settle, compromise, or resolve any such Disputed Claims; and (3) administer and direct the adjustment of the Claims Register to reflect any such settlements or compromises.

C. Estimation of Claims

Before, on, or after the Effective Date, the Debtors or the Plan Administrator may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim pursuant to applicable law, including, without limitation, pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, including during the litigation of any objection to any Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision to the contrary in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. If the Bankruptcy Court estimates any Claim, such estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions and discharge) and may be used as evidence in any supplemental proceedings, and the Debtors or Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Each of the foregoing Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Adjustment to Claims Without Objection

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register as directed by the Plan Administrator, without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the Claims Objection Deadline (as such date may be extended upon presentment of an order to the Court by the Plan Administrator).

F. Disallowance of Claims

Except as otherwise waived under the Plan, any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a

transferee of a transfer avoidable under sections 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors.

Except as otherwise provided herein or as agreed to by the Debtors or the Plan Administrator, as applicable, all Proofs of Claim Filed after the applicable Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless such late Proof of Claim has been deemed timely Filed by a Final Order.

G. Amendments to Claims

On or after the Effective Date, a Claim may not be amended without the prior authorization of the Bankruptcy Court, or by agreement with the Plan Administrator and any such amended Claim shall be deemed Disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court to the maximum extent provided by applicable law, unless otherwise ordered by the Bankruptcy Court, and the Holder of any such amended Claim shall not receive any distributions on account of such Claims unless such amended Claim has been deemed Allowed by a Final Order.

ARTICLE VIII.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims and Interests in each applicable Class. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VI. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims or Interests shall be made to Holders of record as of the Distribution Record Date by the Plan Administrator:

(1) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors or Plan Administrator, as applicable, have been notified in writing of a change of address); (2) at the addresses set forth in any written notices of address changes delivered to the Plan Administrator after the date of any related Proof of Claim; (3) at the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Plan Administrator has not received a written notice of a change of address; or (4) on any counsel that has appeared in the Cases on such Holder's behalf. Subject to this Article VIII, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Plan Administrator, and each of their respective professionals, agents, employees, and officers shall not incur any liability whatsoever on account of any distributions under the Plan except for actual fraud, gross negligence, knowing violation of law, or willful misconduct.

All distributions on account of Allowed Labor Plaintiff Claims shall be made to or at the direction of counsel for the Labor Plaintiffs for further distribution to the Labor Plaintiffs in accordance with the Plan and the Labor Plaintiff Settlement Agreement and shall be deemed completed when made to counsel for the Labor Plaintiffs.

2. Manner of Payment

Any distributions to be made by or on behalf of the Debtors or Plan Administrator (as applicable) pursuant to this Plan shall be made by checks drawn on accounts maintained by the Plan Administrator or by wire transfer if circumstances justify, at the option of the Plan Administrator.

3. Foreign Currency Exchange Rate

As of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal*, on the Petition Date.

4. Minimum Distributions

Holders of Allowed Claims entitled to distributions of $150 or less shall not receive distributions.

5. Undeliverable Distributions and Unclaimed Property

If any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Plan Administrator is notified in writing by the Holder of such Holder's then current address, at which time such distribution shall be made to such Holder without interest; provided, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code unless such Holder has timely asserted a Claim pursuant to Article VI.B for an undeliverable or unclaimed distribution. After such time, all unclaimed property or interests in property shall revert to the Debtors without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws

to the contrary), and the Claim of any Holder to such property or Interest in property shall be discharged and forever barred.

C. Tax Issues and Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Debtors and the Plan Administrator shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Plan Administrator shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate.

As a condition precedent to receiving any distribution under this Plan, each Holder of an Allowed Claim that is entitled to a distribution under the Plan must provide the Plan Administrator with an executed IRS Form. An Allowed Claim of a Holder that fails to provide an executed IRS Form within sixty (60) days after service (by first class mail) of a formal request for the same by the Plan Administrator shall be deemed disallowed and expunged for purposes of distributions under the Plan.

D. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest, if any, as Allowed herein.

E. Setoffs and Recoupment

The Plan Administrator may, but shall not be required to, set off against or recoup any payments or distributions to be made pursuant to the Plan in respect of any Claims of any nature whatsoever that the Debtors may have against the claimant (except as otherwise waived under the Plan), but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release of any such Claim the Debtors may have against the Holder of such Claim.

F. No Distributions Pending Allowance

If an objection to a Claim or portion thereof is Filed, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim or unless otherwise determined by the Plan Administrator.

G. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan.

As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the Holder of such Claim the distribution to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Claim, without any interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law or as otherwise provided herein.

H. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

To the extent that the Holder of an Allowed Claim receives payment in full on account of such Claim from a party that is not a Debtor or the Plan Administrator, such Claim shall be Disallowed without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. The Plan Administrator shall file a notice of satisfaction or other pleading evidencing such satisfactions and serve the same on the affected Holder. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Plan Administrator on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Debtor or Plan Administrator, as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without an objection to such Claims having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. The Plan Administrator shall file a notice of satisfaction or other pleading evidencing such satisfactions and serve the same on the affected Holder.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Policy. Notwithstanding anything herein to the contrary (including, without limitation, Article IX), nothing shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers under any policies of insurance or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE IX.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Term of Injunctions or Stays

Unless otherwise provided in the Plan or the Confirmation Order, all injunctions or stays in effect in the Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect following the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

B. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens against the property of any Estates will be fully released, and all of the right, title and interest of any holder of such Liens, including any rights to any collateral thereunder, shall attach to and be enforceable solely against any net proceeds of sales or other liquidation of such assets. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

C. Debtors Release

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed forever released by the Debtors, their respective Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, by, through, for, or because of the foregoing entities, from any and all Claims and Causes of Action, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtors or their respective Estates, that the Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), any intercompany transaction, the DIP Loan Documents, the Prepetition Loan Documents, the Cases, the formulation, preparation, dissemination, negotiation, or filing of the Plan, the Plan Supplement, solicitation of votes on the Plan, the prepetition negotiation

and settlement of Claims, the pursuit of confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted criminal conduct, actual fraud, willful misconduct, knowing violation of law, gross negligence or bad faith, but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan (collectively, the "Debtor Release"). Notwithstanding anything to the contrary in the foregoing, the Debtor Release does not release any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement (including any documents, instruments and agreements set forth in the Plan Supplement) executed to implement the Plan and shall not result in a release, waiver, or discharge of any of the Debtors' assumed indemnification provisions, if any, set forth in the Plan.

D. Release by Holders of Claims or Interests

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Releasing Party is deemed to have forever released, waived, and discharged each of the Released Parties from all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors or their respective Estates, that such Entity would have been legally entitled to assert (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), any intercompany transaction, the DIP Loan Documents, Prepetition Loan Documents, the Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Plan Supplement, solicitation of votes on the Plan, the prepetition negotiation and settlement of Claims, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of debt and/or securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, knowing violation of law or gross negligence, but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan (the "Third-Party Release"); provided, however, the Third-Party Release does not release any post-Effective Date obligations of any party or Entity under the Plan, or any document, instrument, or agreement (including the Plan Documents and other documents, instruments, and agreements set forth in the Plan Supplement) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, any Holder of a Claim or Interest who did not (i) return an opt-out election form or (ii) file an objection to the Third-Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release are such that it should not be deemed to have consented to such Third-Party Release as a result of such failure, may seek relief from the Bankruptcy Court to exercise its rights and claims free of the Third-Party Release by rebutting the presumption that its failure to return an opt-out election form opting out of the Third-Party Release or to object to the Third-Party Release should be deemed to represent its consent to the Third-Party Release. Any party seeking such relief must, in any pleading regarding this provision filed with the Bankruptcy Court: (i) identify the claim(s) or types of claims the party wishes to pursue and (ii) identify the parties or the types of parties against such claims will be asserted.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their respective Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation

Notwithstanding anything contained in the Plan to the contrary, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from, any Cause of Action or any Claim related to any act or omission in connection with, relating to, or arising out of, the Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Plan Supplement, solicitation of votes on the Plan, the pursuit of confirmation, the pursuit of Consummation or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place from the Petition Date through the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted criminal conduct, actual fraud, willful misconduct, knowing violation of law, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth herein does not release or exculpate any Claim relating to any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement (including

any documents, instruments and agreements set forth in the Plan Supplement) executed to implement the Plan.

F. Injunction

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Plan Administrator, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than setoffs exercised prior to the Petition Date) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan.

Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

G. Subordination Rights.

Any distributions under the Plan shall be received and retained free from any obligations to hold or transfer the same to any other Holder and shall not be subject to levy, garnishment, attachment, or other legal process by any Holder by reason of claimed contractual subordination rights. Any such subordination rights shall be waived, and the Confirmation Order shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any contractual, legal, or equitable subordination rights to property distributed under the Plan, in each case other than as provided in the Plan.

ARTICLE X.
CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

It shall be a condition to confirmation of the Plan that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article X.C hereof):

1. The Bankruptcy Court shall have entered an order, in form and substance reasonably acceptable to the Debtors, approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. The Plan, the Confirmation Order, and the Plan Documents shall be in a form and substance reasonably acceptable to the Debtors.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied (or waived pursuant to the provisions of Article X.C hereof):

1. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably acceptable to the Debtors.

2. All authorizations, consents, and approvals required, if any, in connection with the Plan's effectiveness shall have been obtained.

3. All actions, documents, certificates, and agreements necessary to implement the Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws, and are in form and substance, acceptable to the Debtors.

4. All conditions precedent to the effectiveness of the Plan Administration Agreement shall have been satisfied or duly waived.

5. The Wind Down Expense Fund shall have been funded with the Wind Down Cash Amount.

C. Waiver of Conditions

Unless otherwise specifically provided in this Plan, the conditions set forth in Article X may be waived in whole or in part by the Debtor without notice to any other parties in interest or the Bankruptcy Court and without a hearing.

D. Substantial Consummation

"Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

ARTICLE XI.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to the limitations contained in the Plan, the Debtors reserve the right to modify the Plan and seek confirmation of the Plan consistent with the Bankruptcy Code and, as appropriate and to the extent allowed under the Bankruptcy Code, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan, one or more times after confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if confirmation of the Plan and Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors or any other Entity, including the Holders of Claims; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

ARTICLE XII.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Cases and all matters arising out of or related to the Cases and the Plan, including jurisdiction to:

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims;

2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals;

3. Resolve any matters related to: (a) the assumption or rejection of any Executory Contract or Unexpired Lease and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, cure amounts pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease and (b) any dispute regarding whether a contract or lease is or was executory or expired;

4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. Adjudicate, decide, or resolve any and all Causes of Action and any matters related thereto;

7. Adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;

9. Enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code, including the Sale Order;

10. Adjudicate any disputes or controversies regarding any amounts escrowed or segregated by the Debtors including, without limitation, any amounts relating to alleged product defects;

11. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

12. Issue injunctions, enter and implement other orders, or take such other actions as

may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

13. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article IX hereof and enter such orders as may be necessary or appropriate to implement or enforce such releases, injunctions, and other provisions;

14. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;

15. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

16. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement;

17. Adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

18. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. Determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

21. Hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

22. Enforce all orders previously entered by the Bankruptcy Court in the Cases;

23. Hear any other matter not inconsistent with the Bankruptcy Code;

24. Enter an order closing the Cases;

25. Enforce the injunction, release, and exculpation provisions provided in Article IX hereof; and

26. Hear and determine all disputes involving the Plan Administration Agreement.

ARTICLE XIII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or advisable to effectuate and further evidence the terms and conditions of the Plan. The Debtors and all Holders of Claims and Interests receiving distributions pursuant to the Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Dissolution of the Committee

On the Effective Date, the Committee shall dissolve automatically and the members thereof shall be released and discharged from all rights, duties, and responsibilities arising from, or related to, the Cases and under the Bankruptcy Code, except for the limited purpose of prosecuting requests for payment of Professional Fee Claims for services and reimbursement of expenses incurred prior to the Effective Date by the Committee and its Professionals. Neither the Debtors nor the Plan Administrator shall have any obligation, duty, or responsibility for paying any fees or expenses incurred by the members of or advisors to the Committee after the Effective Date except as incurred in connection with the immediately preceding sentence relating to prosecution of the Committee's Professional Fee Claims.

D. Termination of the Claims and Noticing Agent

At any time following the Effective Date, the Plan Administrator shall be authorized to terminate the services of the Claims and Noticing Agent by providing 30 days written notice without need for order of the Bankruptcy Court or any other party. Following termination, the Claims and Noticing Agent shall provide the Plan Administrator and the Bankruptcy Court with a copy of the Claims Register and a copy of all Filed Proofs of Claim. No later than 30 days after its termination, the Claims and Noticing Agent shall provide the Plan Administrator with a final invoice, and unless the Plan Administrator has any objections to the Claims and Noticing Agent's

fees or expenses, the Plan Administrator shall be authorized to remit payment of the final invoice within 15 days of receipt. The Bankruptcy Court will retain jurisdiction to hear any dispute if the Plan Administrator and Claims and Noticing Agent cannot agree upon the amount of fees and expenses sought by the Claims and Noticing Agent.

E. Reservation of Rights

Before the Effective Date, neither the Plan, the Disclosure Statement, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to any Claims or Interests.

F. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Service of Documents

All notices, requests, and demands to or upon the Debtors, to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

counsel for the Debtors:

Greenberg Traurig, LLP
3333 Piedmont Road NE
Terminus 200, Suite 2500
Atlanta, Georgia 30305
Attn: John D. Elrod
Allison J. McGregor
E-mail: elrodj@gtlaw.com
Allison.McGregor@gtlaw.com

All notices, requests, and demands to or upon the Plan Administrator shall be made as set forth in the Plan Administration Agreement.

H. Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

I. Exhibits

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. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://www.veritaglobal.net/Wellmade or the Bankruptcy Court's website at https://www.ganb.uscourts.gov.

J. Nonseverability of the Plan Provisions

If, before confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

K. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and, pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Debtors will have any liability for the violation of any applicable law (including the Securities Act), rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of securities offered and sold under the Plan and any previous plan.

L. Waiver and Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Plan Documents, or papers Filed before the Confirmation Date.

[*Remainder of Page Intentionally Left Blank.*]

Respectfully submitted as of this 1st day of June, 2026.

Wellmade Floor Coverings International, Inc.
on behalf of itself and all other Debtors

By: */s/ David Baker*
Name: David Baker
Title: Chief Restructuring Officer
and Authorized Person