

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:

**ENERGY CONVERSION DEVICES, INC.,
et al.,¹**

Debtors.

Chapter 11

Case No. 12-43166
(Jointly Administered)

Judge Thomas J. Tucker

**PLAN SUPPLEMENT AND IMMATERIAL AMENDMENTS TO THE SECOND
AMENDED JOINT PLAN OF LIQUIDATION OF ENERGY CONVERSION DEVICES,
INC. AND UNITED SOLAR OVONIC LLC**

This is the Plan Supplement and Immaterial Amendments to the Second Amended Joint Plan of Liquidation of Energy Conversion Devices, Inc. and United Solar Ovonic LLC filed by Energy Conversion Devices, Inc. (“**ECD**”) and United Solar Ovonic LLC (“**USO**”), the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), in connection with the *Second Amended Joint Plan of Liquidation of Energy Conversion Devices, Inc. and United Solar Ovonic LLC* [Docket No. 754] (the “**Plan**”)².

1. Date and time of Confirmation Hearing and hearing to consider final approval of Disclosure Statement

The hearing on the final approval of the disclosure statement related to the Plan and on the confirmation of the Plan is scheduled for **July 18, 2012 at 12:00 p.m.** (prevailing Eastern Time) at the U.S. Bankruptcy Court for the Eastern District of Michigan located at Courtroom 1925, 211 West Fort Street Bldg., Detroit, MI 48226.

¹ The Debtors in these jointly-administered cases are Energy Conversion Devices, Inc. (Case No. 12-43166) and United Solar Ovonic LLC (Case No. 12-43167).

² All capitalized terms not defined herein have the meanings provided in the Plan



2. **Liquidating Trust Agreement, Liquidating Trustee and Liquidation Trust Oversight Committee**

A copy of the Liquidation Trust Agreement is attached hereto as Exhibit 1.

Pursuant to Section V.G of the Plan, the Liquidation Trust Oversight Committee is comprised of:

Dwayne Moyers, designee of the Ad Hoc Consortium of Noteholders

Morgan Neff, designee of the Ad Hoc Consortium of Noteholders

Brad Walker, designee of the Official Committee of Unsecured Creditors

The Liquidation Trust Oversight Committee has selected John Madden as the Liquidation Trustee. Notices to the Liquidation Trustee should be directed to: Duff & Phelps; 55 East 52nd Street, Floor 31; New York, NY 10055; Attn: John Madden.

3. **Additional Causes of Action**

Attached as Exhibit 2 are additional causes of action to be supplemented to Exhibit F of the Disclosure Statement, as if fully set forth therein.

4. **Plan Amendment relating to Executory Contracts and Unexpired Leases**

In accordance with Article IX.A of the Plan and Section 1127(a) of the Bankruptcy Code, the Debtors are authorized to amend, or modify the Plan at any time prior to entry of the Confirmation Order. The Debtors are hereby modifying the Plan to provide for the assumption by the Debtors of certain executory contracts and unexpired leases effective upon the Effective Date of the Plan.

Article VII of the Plan provides that, subject to the assumptions provided in Section X.C and X.D of the Plan, all executory contracts and unexpired leases of the Debtors which are not the subject of a pending application to assume shall be deemed rejected as of the Effective Date of the Plan. The Debtors are amending the Plan to provide that the executory contracts and

unexpired leases identified on the schedule attached as Exhibit 3, to the extent such contract or unexpired lease is an executory contract under 11 U.S.C. 365 of the Bankruptcy Code, is assumed by the Debtors as of the Effective Date whether or not an application to assume the contract is pending as of the Effective Date. Accordingly, the following sentence is added to the end of Paragraph A of Article VII of the Plan:

“Notwithstanding the foregoing, the executory contracts and unexpired leases designated by the Debtors on Exhibit 3 to the Plan Supplement and Amendment to the Second Amended Joint Plan of Liquidation of Energy Conversion Devices, Inc. and United Solar Ovonic LLC [Docket No. ____], together with any additional executory contract identified by the Debtors by filing a Notice of Assumption prior to the Effective Date of the Plan (collectively, the “**Plan Assumed Contracts**”) will be assumed pursuant to Section 1123(b)(2) of the Bankruptcy Code by the Debtors upon the Effective Date of the Plan. The Debtors are authorized to assign any Plan Assumed Contract by filing a motion with the Bankruptcy Court to approve such assignment at any time prior to the closing of the Chapter 11 Cases, which assignment shall be governed by Section 365 of the Bankruptcy Code, and the Bankruptcy Court retains jurisdiction to decide such assignment motions.”

5. **Proposed Confirmation Order**

Attached hereto as Exhibit 4 is a proposed Confirmation Order in connection with the Second Amended Joint Plan of Liquidation of Energy Conversion Devices, Inc. and United Solar Ovonic LLC.

Respectfully submitted,

HONIGMAN MILLER SCHWARTZ AND COHN LLP
Counsel for the Debtors

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Date: July 16, 2012

Exhibit 1
Liquidation Trust Agreement

**LIQUIDATION TRUST AGREEMENT
AND DECLARATION OF TRUST**

This Liquidation Trust Agreement and Declaration of Trust (the “Liquidation Trust Agreement”) is entered into as of July [], 2012, by Energy Conversion Devices, Inc. (“ECD”), United Solar Ovonic LLC (“USO”), and the Liquidation Trustee, all pursuant to the Plan, defined below.¹

RECITALS

A. On the Petition Date, the Debtors filed their Bankruptcy Cases in the Bankruptcy Court.

B. The Debtors filed and are seeking confirmation of the Second Amended Joint Plan of Liquidation of Energy Conversion Devices, Inc. and United Solar Ovonic LLC [Docket No. 754] (as amended, modified or supplemented from time to time, the “Plan”) and Disclosure Statement on June 20, 2012, which provides for the proceeds from the sale plus other assets of the Estates to be held in a liquidating trust.

C. Article V of the Plan provides, among other things, for the creation of (i) the Liquidation Trust; and (ii) the Warranty Trust. This Liquidation Trust Agreement is executed to establish the Liquidation Trust and the Warranty Trust and to facilitate implementation of the Plan.

D. The primary purposes of the Liquidation Trust are to (i) pursue Causes of Action for the benefit of the Beneficiaries in accordance with Treasury Regulation Section 301.7701-4(d), (ii) review and object to claims filed in the Bankruptcy Cases, (iii) liquidate the Assets transferred to it on the Effective Date, and (iv) distribute any proceeds of the Assets as may be provided in the Plan and otherwise exercise the duties of a chapter 7 trustee and debtor in possession. The primary purpose of the Warranty Trust is to negotiate and pay, perform warranty service and/or settle allowed Warranty Claims solely from the Assets in the Warranty Trust in accordance with the Plan. The Liquidation Trust and Warranty Trust shall not be operated with the objective of continuing or engaging in the conduct of a trade or business, except to the extent reasonably necessary to preserve or enhance the liquidation value of the Assets, and consistent with the liquidating purpose of the Liquidation Trust.

E. This Liquidation Trust is intended to qualify as a “grantor trust” for federal income tax purposes and the Liquidation Trustee shall operate and maintain the Liquidation Trust in compliance with the guidelines for liquidating trusts as set forth in the applicable provisions of Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Sections 1.671-4(a) and 301.7701-4(d) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service, U.S. Treasury Department and other applicable legislative, administrative, regulatory and judicial agencies and departments.

¹ All capitalized terms contained herein shall have the meanings ascribed to them in Section 1.01 or the Plan, unless otherwise expressly stated to the contrary herein.

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

For purposes of this Liquidation Trust Agreement, unless the context otherwise requires, the following terms shall have the definitions indicated below, all of which definitions are substantive terms of this Liquidation Trust Agreement. Capitalized terms used in this Liquidation Trust Agreement that are not otherwise defined herein, either below or in the recitals, have the meanings ascribed to them in the Plan or the Bankruptcy Code, as appropriate. Defined terms include, as appropriate, all genders and the plural as well as the singular.

“Accounts” shall mean those interest-bearing accounts established by the Liquidation Trustee from time to time pursuant to Article V of this Liquidation Trust Agreement.

“Assets” shall mean all of the Debtors’ right, title and interest in and to the assets of Debtor’s Estates that are transferred to the Liquidation Trust or the Warranty Trust in accordance with the Plan.

“Avoidance Action” means any action authorized by Chapter 5 of the Bankruptcy Code.

“Bankruptcy Cases” shall mean the jointly administered voluntary Chapter 11 cases commenced by the Debtors in the Bankruptcy Court on February 14, 2012, Case Nos. 12-43166 and 12-43167.

“Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Michigan.

“Beneficiary” shall mean the holders of an Allowed Claim in Classes that are entitled to distribution from the Liquidation Trust or the Warranty Trust as described in the Plan.

“Business Day” means any day other than a Saturday, a Sunday or a day on which national banking associations or state banking institutions in Detroit, Michigan or the city in which the Trust Office of the Liquidation Trustee is located are authorized or obligated by law or executive order or governmental decree to be closed.

“Case Professionals” means persons retained and/or to be compensated pursuant to sections 326, 327, 328, 330, 503(b) and 1103 of the Bankruptcy Code during the Bankruptcy Cases to perform professional services.

“Causes of Action” means all Claims, rights and causes of action belonging to Debtors, including without limitation, Avoidance Actions and any related Claims and actions arising under such sections of the Bankruptcy Code by operation of law or otherwise; any Claims or Causes of Action against Debtors’ present and former directors, officers, employees, agents, financial advisors, attorneys and professionals; and any and all proceeds of the foregoing.

“Claims” means a claim as defined in Section 101(5) of the Bankruptcy Code, including, without limitation, any right to payment, whether or not such right is reduced to judgment,

liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, known or unknown.

“Confirmation Order” means an order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“Debtors” means ECD and USO.

“Disputed” means, with respect to a Claim or Equity Interest (a) any such Claim or Equity Interest proof of which was timely and properly filed and (i) which has been or hereafter listed on the Schedules as unliquidated, disputed or contingent, and which has not been resolved by written agreement of the parties or an order of the Bankruptcy Court, or (ii) as to which Debtors or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, regardless of how such Claim was listed in the schedules by the Debtors, which objection or request for estimation has not been withdrawn or determined by a Final Decree, and (b) any Claim as to which a proof of claim was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was filed untimely or improperly. Prior to (i) the time that an objection has been filed and (ii) the expiration of the time within which to object to such Claim or Equity Interest set forth herein or otherwise established by order of the Bankruptcy Court, for purposes of the Plan, a Claim or Equity Interest shall be considered a Disputed Claim or Disputed Equity Interest to the extent that the amount of the Claim or Equity Interest specified in the proof of claim or Equity Interest exceeds the amount of the Claim or Equity Interest scheduled by the Debtors as other than disputed, contingent or unliquidated.

“Disputed Claims Reserve” has the meaning ascribed hereto in Section 5.01(a)(iv) of this Liquidation Trust Agreement.

“Effective Date” shall have the same meaning as described in Article I of the Plan.

“Eligible Institution” means a depository institution organized under the laws of the United States of America or any one of its states or the District of Columbia, the deposits in which are insured by the Federal Deposit Insurance Corporation and that maintains a short-term unsecured debt rating of at least “A-1” by S&P or “P-1” by Moody’s. Notwithstanding the foregoing, an institution that has corporate trust powers and that maintains any account for the benefit of the Beneficiaries as a fully segregated trust account with the trust department of the institution shall not be required to meet the foregoing rating requirements and need only maintain a long-term unsecured debt rating of at least “Baa3” by Moody’s or at least “BBB2” by S&P.

“Eligible Investments” means book-entry securities entered on the books of the applicable registrar and held in the name of the Liquidation Trustee or its nominee and negotiable instruments or securities represented by instruments in bearer or registered form (registered in the name of the Liquidation Trustee or its nominee) that evidence:

- (a) direct obligations of, or obligations fully guaranteed as to timely payment by, the United States of America or any agency thereof,
- (b) certificates of deposit (having original maturities of no more than 180 days) of depository institutions or trust companies incorporated under the laws of the United States of America or any one of its states (or domestic branches of foreign banks), subject to supervision and examination by federal or state banking or depository institution authorities, and having, at the time of the Liquidation Trust's investment or contractual commitment to invest therein, the highest short-term unsecured debt rating from either S&P or Moody's;
- (c) commercial paper (having original maturities of no more than 180 days) having, at the time of the Liquidation Trust's investment or contractual commitment to invest therein, the highest short-term rating from either S&P or Moody's;
- (d) notes (having original maturities of no more than 180 days) issued by any depository institution or trust company described in clause (b) above;
- (e) bank time deposit and demand deposit accounts (having original maturities of no more than 180 days) of depository institutions or trust companies incorporated under the laws of the United States of America or any one of its states (or domestic branches of foreign banks), subject to supervision and examination by federal or state banking or depository institution authorities, and having, at the time of the issuer's investment or contractual commitment to invest therein, the highest short-term unsecured debt rating from either S&P or Moody's; or
- (f) shares of entities (rated at least "AAAm" by S&P or at least "Aaa" by Moody's), commonly known as "money market" mutual funds or investment funds, the assets of which consist solely of the types of investments described in clauses (a) through (e) above.

Notwithstanding the foregoing, securities that meet the following criteria are not Eligible Investments: (a) any security to which S&P has attached the symbol "r" in its rating and (b) any security that contains a noncredit risk that the symbol "r" was intended to highlight, whether or not the security is rated. In addition, Eligible Investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulation Section 301.77014(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the Internal Revenue Service guidelines, whether set forth in Internal Revenue Service rulings, other Internal Revenue Service pronouncements or otherwise.

"Equity Interest" means the interest of any holder of equity securities of the Debtors, including any existing options, warrants or rights, contractual or otherwise, to acquire such equity securities.

“Estates” means the estates of both ECD and USO created pursuant to § 541 of the Bankruptcy Code upon the commencement of the Bankruptcy Cases.

“Final Decree” means the final decree which fully and finally closes the Bankruptcy Cases.

“Liquidation Trust” means the liquidation trust and subtrust created pursuant to this Liquidation Trust Agreement in accordance with the Plan.

“Liquidation Trust Administrative Reserve” has the meaning ascribed thereto in Section 5.01(a)(ii) of this Liquidation Trust Agreement.

“Liquidation Trustee” means initially John Madden, or any subsequent trustee appointed in accordance with the Plan.

“Moody’s” means Moody’s Investors Service, Inc.

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

“Petition Date” means February 14, 2012.

“Plan Supplement” means a supplement to the Plan to be filed by the Debtors with the Bankruptcy Court containing information relating to implementation of the Plan.

“Pro Rata” means the ratio of the applicable Claim divided by all Allowed Claims of the applicable class.

“Professionals” means any professional retained by the Liquidation Trustee and the Liquidation Trust Oversight Committee.

“Register” has the meaning ascribed thereto in Section 3.02 of this Liquidation Trust Agreement.

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies.

“Trust Fund Account” has the meaning ascribed hereto in Section 5.01(a)(i) of this Liquidation Trust Agreement.

“Trust Office” means 55 East 52nd Street, Floor 31, New York, NY 10055.

“Undeliverable Distribution” means a distribution that is returned to the Liquidation Trustee as undeliverable.

“U.S. Trustee” means the United States Trustee appointed under section 591, title 28, United States Code to serve in the Eastern District of Michigan.

“Warranty Claimant Percentage Amount” means that percentage of an allowed Warranty Claim payable on a *pro rata* basis with other allowed Warranty Claims from the Warranty Claims Reserve Amount held in the Warranty Trust; which percentage shall to the greatest extent practicable equal the percentage payable to Beneficiaries holding allowed General Unsecured Claims from the Liquidation Trust.

“Warranty Claims” means any Claim of any Person that purchased, installed, owns, or had installed photovoltaic laminates or any components thereto manufactured and sold by the Debtors or any non-Debtor subsidiary or affiliate of the Debtors prior to the Effective Date relating to breach of any warranty issued by a Debtor relating to such product including without limitation, express or implied warranties relating to defects in material and workmanship, warranty of fitness for a particular purpose, power output warranties or any other assurance or warrant that the product will perform in any particular fashion, any guaranty by a Debtor of the other Debtor’s or non-Debtor’s liability for any of the foregoing, and including claims arising out of contract, tort, or strict liability, and any damages including consequential, exemplary or punitive damages, to the extent allowable under applicable law.

“Warranty Claims Estimated Amount” means the estimated aggregate amount of all Warranty Claims as determined by Final Order of the Bankruptcy Court upon Debtors’ motion pursuant to Bankruptcy Code Section 502(c).

“Warranty Claims Reserve Amount” means that aggregate amount of cash and, if applicable, inventory (valued in accordance with the Confirmation Order) computed from time to time so that the percentage relationship between the Assets held in the Warranty Trust and the Warranty Claims Estimated Amount (subject to adjustment from time to time as Warranty Claims are paid and/or disallowed) is equal to the percentage relationship between the Assets held in the Liquidation Trust and the aggregate amount of all filed and/or allowed General Unsecured Claims (subject to adjustment from time to time as General Unsecured Claims are paid and/or disallowed).

“Warranty Trust” means the liquidation sub-trust created pursuant to this Liquidation Trust Agreement in accordance with the Plan.

Section 1.02 Rules of Construction.

Except as otherwise expressly provided in this Liquidation Trust Agreement or unless the context otherwise clearly requires:

(a) References to designated articles, sections, and other subdivisions of this Liquidation Trust Agreement refer to the designated article, section, or other subdivision of this Liquidation Trust Agreement as a whole and to all subdivisions of the designated article, section, or other subdivision. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Liquidation Trust Agreement as a whole and not to any particular article, section or other subdivision of this Liquidation Trust Agreement.

(b) Any term that relates to a document or a statute, rule, or regulation includes any amendments, modifications, supplements or any other changes that may have occurred since

the document, statute, rule, or regulation came into being, including changes that occur after the date of this Liquidation Trust Agreement.

(c) Unless a provision is restricted as to time or limited as to frequency, all provisions under this Liquidation Trust Agreement are implicitly available from time to time.

(d) The term “including” and all its variations mean “including but not limited to.” Except when used in conjunction with the word “either,” the word “or” is always used inclusively (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”).

(e) All accounting terms used in an accounting context and not otherwise defined shall be construed in accordance with generally accepted accounting principles.

(f) In the computation of a period of time from a specified date to a later specified date or an open-ended period, the word “from” means “from and including” and the words “to” or “until” mean “to but excluding.” Likewise, in setting deadlines or other periods, “by” means “on or before,” and “after” means “from and after.”

(g) All capitalized terms not defined herein shall have the same meanings ascribed to them in the Plan unless stated to the contrary herein. If there are any inconsistencies with the terms of the Plan and the Liquidation Trust Agreement, then the Plan shall control.

ARTICLE II ORGANIZATION

Section 2.01 Name.

This Liquidation Trust shall be known as the “Energy Conversion Devices Liquidation Trust,” in which name the Liquidation Trustee may conduct the affairs of the Liquidation Trust. The Warranty Trust shall be known as the “Energy Conversion Devices Warranty Trust,” in which name the Liquidation Trustee may conduct the affairs of the Warranty Trust.

Section 2.02 Office.

The office of the Liquidation Trust shall be in care of the Liquidation Trustee at its Trust Office or at any other address that the Liquidation Trustee may designate by written notice to the Beneficiaries.

Section 2.03 Declaration of Trust.

The Plan provides for the delivery to the Liquidation Trustee of all of the right, title and interest in and to the Assets in trust to and for the benefit of the Beneficiaries for the uses and purposes stated herein and in the Plan. The Liquidation Trust includes a sub-trust for the benefit of Warranty Claims which shall be funded in the amount of the Warranty Claim Reserve Amount. Effective as of the Effective Date hereof, the Liquidation Trustee shall have all the rights, powers and duties set forth herein, in the Plan, this Liquidation Trust Agreement and pursuant to applicable law for accomplishing the purposes of the Liquidation Trust. The

Liquidation Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the Liquidation Trust.

Section 2.04 Appointment of Liquidation Trustee.

The Liquidation Trustee is hereby appointed as trustee of the Liquidation Trust effective as of the Effective Date, to have all the rights, powers and duties set forth herein and in the Plan and this Liquidation Trust Agreement.

Section 2.05 Acceptance of Liquidation Trust.

The Liquidation Trustee accepts the Assets and agrees to hold and administer the Assets for the benefit of the Beneficiaries subject to the terms and conditions of this Liquidation Trust Agreement and the Plan.

Section 2.06 Tax Treatment of Liquidation Trust.

(a) For United States federal income tax purposes, the transfer of the Assets to the Liquidation Trust pursuant to and in accordance with the Plan shall be reported as a disposition of the Assets directly to and for the benefit of the Beneficiaries immediately followed by a contribution of the Liquidation Trust Assets by the Beneficiaries to the Liquidation Trust for the benefit of the Beneficiaries. The Beneficiaries shall be treated as the grantors and owners of the Liquidation Trust.

(b) It is intended that the Liquidation Trust qualify as a liquidating trust under Treas. Reg. § 301.7701-4 (Procedure and Administration Regulations) and as a “grantor trust” for federal income tax purposes, and the Liquidation Trustee shall operate and maintain the trust in compliance with the guidelines for liquidating trusts as set forth in Internal Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Section 1.671-4(a) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service.

Section 2.07 Conveyance of Trust Assets.

Except as otherwise provided by the Plan or this Liquidation Trust Agreement title to the Assets delivered to the Liquidation Trust shall pass to the Liquidation Trust free and clear of all Claims and Interests in accordance with Section 1141 of the Bankruptcy Code, except as otherwise provided in the Plan. The Liquidation Trust is the successor to the Debtors’ rights to books and records.

Section 2.08 Nature and Purpose of the Liquidation Trust.

(a) Purpose. The Liquidation Trust is a liquidating trust pursuant to which, in accordance with the Plan, the Liquidation Trustee is to liquidate the Assets and object to Claims in accordance with the Plan and distribute proceeds of the Assets in accordance with Treasury Regulation Section 301.7701-4(d). Accordingly, the primary purpose of the Liquidation Trust is to liquidate the Assets and distribute Cash or property transferred to it consistent with the objective of maximizing value without any objective to continue or engage in the conduct of a trade or business.

(b) Manner of Acting. The Liquidation Trustee shall oversee the administration and liquidation of the Assets in a cost-effective manner in a reasonable time subject to the limitations contained in this Liquidation Trust Agreement and the Plan. The Liquidation Trustee shall make continuing efforts to make timely distributions and not unduly prolong the duration of the Liquidation Trust. The liquidation of the Assets may be accomplished through the sale of Assets, the prosecution, compromise and settlement, abandonment or dismissal of any or all Claims, rights or Causes of Action, or otherwise subject to the terms of the Plan and this Liquidation Trust Agreement and Distributions to Beneficiaries under the Plan. Notwithstanding anything to the contrary contained herein, the Liquidation Trust shall not be permitted to retain cash or cash equivalents (including listed stocks or other securities) in excess of a reasonable amount to: (i) meet all Distributions, Claims and contingent liabilities, (ii) pay expenses as provided in Article V of this Liquidation Trust Agreement and in the Plan, and (iii) preserve or enhance the liquidation value of the Assets during the term of the Liquidation Trust.

(c) Relationship. This Liquidation Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Liquidation Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Liquidation Trustee or Beneficiaries, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Beneficiaries to the Liquidation Trustee shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Liquidation Trust Agreement.

(d) Purpose of the Warranty Trust. The Warranty Trust is a warranty trust pursuant to which, in accordance with the Plan, the Liquidation Trustee is to negotiate and pay, perform warranty service and/or settle allowed Warranty Claims.

Section 2.09 Status of Liquidation Trustee.

(a) With respect to all Assets, the Liquidation Trustee shall directly and indirectly be the representative of the Estates as that term is used in Section 1123(b)(3)(B) of the Bankruptcy Code and shall have the rights, duties and powers granted in this Liquidation Trust Agreement and granted to the Debtors or the Liquidation Trustee in the Plan. The Liquidation Trustee shall be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction or retains jurisdiction under the Plan.

(b) The Liquidation Trustee shall not and is not authorized to engage in any trade or business with respect to the Assets or any proceeds therefrom, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust. The Liquidation Trustee shall assume all of the fiduciary responsibilities, duties and obligations previously undertaken by the Debtor's board of directors, managers, general partners and officers that arise after the Effective Date and those of a chapter 7 trustee. The Liquidation Trustee will owe the fiduciary duties of the Debtors and those of a chapter 7 trustee to the Beneficiaries. The Liquidation Trustee is empowered and authorized to satisfy such responsibilities, duties and obligations without the necessity of corporate authority from the Debtors.

(c) The Liquidation Trustee shall not pay any professional fees and expenses from the Liquidation Trust Administrative Reserve except in accordance with this Liquidation Trust Agreement.

ARTICLE III BENEFICIARIES

Section 3.01 Rights of Beneficiaries.

Each Beneficiary shall be entitled to participate in the rights due to a Beneficiary hereunder. Each Beneficiary shall have an uncertificated beneficial interest subject to all of the terms and provisions of this Liquidation Trust Agreement. The interest of a Beneficiary of the Liquidation Trust is in all respects personal property, and upon the death, insolvency or incapacity of an individual Beneficiary, such Beneficiary's interest shall pass to the legal representative of such Beneficiary and such death, insolvency or incapacity shall not terminate or affect the validity of this Liquidation Trust Agreement. A Beneficiary shall have no title to, right to, possession of, management of, or control of, the Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Assets, but the whole title to all the Assets shall be vested in the Liquidation Trustee and the sole interest of the Beneficiaries shall be the rights and benefits given to such persons under this Liquidation Trust Agreement.

Section 3.02 Limit on Transfer of Interests of Beneficiaries.

The interest of a Beneficiary in the Liquidation Trust shall not be transferable except (i) pursuant to applicable laws of descent and distribution (in the case of a deceased individual Beneficiary), (ii) by operation of law, (iii) to the extent of a transfer of such Beneficiary's Claim or Interest as provided in Federal Rule of Bankruptcy Procedure 3001, or (iv) as set forth in the Plan (the "Permitted Transferees"). The Liquidation Trustee shall cause to be kept a register (the "Register"), which may be the claims docket filed with the Bankruptcy Court or a distribution matrix, that shall provide for the recordation of the beneficial interests of the Beneficiaries. The Register shall be kept at the Trust's Office and/or his professionals.

Section 3.03 No Legal Title in Beneficiaries.

No transfer by operation of law or otherwise, of the right, title and interest of any Beneficiary in and to the Assets or hereunder shall operate to terminate this Liquidation Trust or entitle any successor or transferee of such Beneficiary (other than Permitted Transferees) to an accounting or to the transfer to it of legal title to any part of the Assets.

ARTICLE IV THE LIQUIDATION TRUSTEE

Section 4.01 Appointment and Tenure of Liquidation Trustee.

The Liquidation Trustee shall be John Madden.

Section 4.02 Tenure, Removal, and Replacement of the Liquidation Trustee.

The authority of the Liquidation Trustee shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Liquidation Trust is terminated in accordance with Section 6.01. The service of the Liquidation Trustee shall be subject to the following:

(a) The Liquidation Trustee shall serve until death, resignation pursuant to subsection (b) below, or removal pursuant to subsection (c) below;

(b) The Liquidation Trustee may resign at any time by providing a written notice of resignation to the Liquidation Trust Oversight Committee. Such resignation shall be effective when a successor is appointed as provided herein or within thirty (30) days after the date of the written notice of resignation, whichever is earlier. If a Liquidation Trustee is unwilling or unable to serve by virtue of his inability to perform his duties under this Agreement, due to death, illness, or other physical or mental disability, subject to a final accounting, such trustee shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Liquidation Trustee;

(c) The Liquidation Trustee may be removed for cause upon motion to the Bankruptcy Court by a party-in-interest in the Bankruptcy Cases. If the Liquidation Trustee is removed for cause, it shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under the Plan, this Liquidation Trust Agreement or otherwise. Under the Plan and this Liquidation Trust Agreement the term "cause" shall mean (a) the trustee's gross negligence or willful misconduct; (b) breach of duty; (c) failure to perform his duties under this Agreement, or (d) the trustee's misappropriation or embezzlement of any assets belonging to the trust or the proceeds thereof. The Liquidation Trust Oversight Committee shall have the right at any time, with or without cause, to remove the Liquidation Trustee and appoint a successor Liquidation Trustee, in which case the removed Liquidation Trustee shall only be entitled to accrued but unpaid fees, reimbursements or other compensation if he was not removed for cause;

(d) In the event of a vacancy in the position of the Liquidation Trustee, the Liquidation Trust Oversight Committee shall promptly select and appoint the successor Liquidation Trustee. Upon the selection of the successor Liquidation Trustee, the successor Liquidation Trustee shall tender and file with the Bankruptcy Court and serve on parties in interest a notice of appointment, which notice shall include the name, address, and telephone number of the successor Liquidation Trustee;

(e) Immediately upon appointment of any successor Liquidation Trustee, all rights, powers, duties, authority, and privileges of the predecessor Liquidation Trustee hereunder shall be vested in and undertaken by the successor Liquidation Trustee without any further act and the predecessor Liquidation Trustee shall no longer have any rights, powers, duties, authority, privileges, or responsibilities hereunder; and the successor Liquidation Trustee shall not be liable personally for any act or omission of the predecessor Liquidation Trustee; and the predecessor Liquidation Trustee shall not be liable personally for any act or omission of the

successor Liquidation Trustee and upon such appointment, the resigning Liquidation Trustee shall deliver all documents in its possession to the successor Liquidation Trustee; and

(f) Upon the resignation of the Liquidation Trustee and the appointment of a successor, the resigning Liquidation Trustee shall, if applicable, convey, transfer, and set over to the successor by appropriate instrument or instruments all of the funds, if any, then un conveyed or otherwise undisposed of and all other assets then in its possession and held hereunder.

Section 4.03 Acceptance of Appointment by Successor Liquidation Trustee.

Any successor Liquidation Trustee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations of the predecessor Liquidation Trustee hereunder and thereupon the successor Liquidation Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of its predecessor in the Liquidation Trust hereunder with like effect as if originally named herein; but the predecessor Liquidation Trustee nevertheless shall, if applicable, when requested in writing by the successor Liquidation Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Liquidation Trustee upon the trust herein expressed, all the estates, properties, rights, powers and trusts of such predecessor Liquidation Trustee, and shall immediately assign, transfer, and deliver to such successor Liquidation Trustee all property and money held hereunder.

Section 4.04 Authority.

Subject to any limitations contained in, or as otherwise provided by this Liquidation Trust Agreement or in the Plan, the Liquidation Trustee shall have the following powers and authorities, by way of illustration and not of limitation:

- (a) receive, manage, invest, supervise and protect the Assets;
- (b) pay taxes or other obligations incurred by the Liquidation Trust;
- (c) preparation and filing of tax returns on behalf of the Debtors, the Estates, and the Liquidation Trust, including the right to request a determination of tax liability as set forth in section 505 of the Bankruptcy Code;
- (d) final administration of employee benefits, if any, and effecting the final administration and termination of all Compensation and Benefit Programs of the Debtors;
- (e) administration of the Revised Key Employee Retention Program, Revised Management Incentive Plan and the Revised Severance Compromise Program;
- (f) prosecution and resolution of Causes of Action, if any, with approval of the Bankruptcy Court as provided below;
- (g) payment of all United States Trustee fees;

(h) filing of status reports with the Bankruptcy Court or other parties-in-interest on a quarterly basis including a summary of any disbursements or receipts;

(i) any duty of care, loyalty or other duty imposed or imputed by law;

(j) responding to inquiries of creditors;

(k) collecting and liquidating the Assets;

(l) negotiate and pay and/or settle Allowed Warranty Claims at the Warranty Claimant Percentage Amount;

(m) contract with parties to replace product in Warranty Claims or to perform warranty service;

(n) without limitation, to do any and all things necessary to accomplish the purposes of this Liquidation Trust Agreement subject to and consistent with the Plan and other duties of a chapter 7 trustee; and

(o) assume, assign or reject executory contracts of the Debtors as provided in the Plan.

Section 4.05 Limitation of Authority

Notwithstanding the power and authority granted to the Liquidation Trustee, the Liquidation Trustee shall report all material matters to and seek approval for all material decisions from the Liquidation Trust Oversight Committee as required by Sections 4.07 and 4.08 of this Trust Agreement.

Section 4.06 Bankruptcy Court Approval

In addition, the Liquidation Trustee shall have the right to seek Bankruptcy Court approval of any action to be undertaken by the Liquidation Trust, but shall not be required to do so unless the Liquidation Trustee is otherwise required to do so in accordance with this Liquidation Trust Agreement and the Plan or determines, in its sole discretion, that Bankruptcy Court approval is necessary. In the case of settlement of Causes of Action or objections to claims where the amount in controversy exceeds \$150,000, the Liquidation Trustee must obtain authorization from the Bankruptcy Court pursuant to Fed.R.Bankr. 9019, following notice to the Liquidation Trust Oversight Committee and all parties requesting notice post-confirmation. The Liquidation Trust Oversight Committee and each creditor or party in interest individually shall have standing to object to any such settlement. With respect to all Causes of Action or objections to Claims less than \$150,000, the Liquidation Trustee shall have the right to control and settle such actions; provided, however, the Liquidation Trustee shall consult with the Liquidation Trust Oversight Committee prior to and in connection with any such settlement.

Section 4.07 Establishment of the Liquidation Trust Oversight Committee.

(a) The Liquidation Trust Oversight Committee shall be appointed in accordance with and exercise the duties set forth in this Trust Agreement, which duties shall be in the nature of and/or include advising the Liquidation Trustee with respect to administration of and actions pertaining to the Liquidation Trust. The Liquidation Trust Oversight Committee shall consist of three (3) members, two (2) of whom shall be selected by the Ad Hoc Consortium and one (1) of whom shall be selected by the Committee. Any vacancy in one the three positions on the Liquidation Trust Oversight Committee shall be filled by the same constituent that appointed the departed member of the Liquidation Trust Oversight Committee.

(b) The initial members of the Liquidation Trust Oversight Committee, as designated in the Plan Supplement are: Dwayne Moyers, Morgan Neff, and Brad Walker.

(c) The purpose of the Liquidation Trust Oversight Committee shall be to oversee and direct the liquidation and distribution of the Assets by the Liquidation Trustee, in accordance with the terms of this Trust Agreement, the Plan and Confirmation Order.

(d) The affirmative vote of a majority of the members of the Liquidation Trust Oversight Committee shall be the act of the Liquidation Trust Oversight Committee with respect to any matter that requires the determination, consent, approval or agreement of the Liquidation Trust Oversight Committee. In all matters submitted to a vote of any Liquidation Trust Oversight Committee, each Liquidation Trust Oversight Committee member shall be entitled to cast one vote, which vote shall be cast personally by such Liquidation Trust Oversight Committee member or by proxy.

(e) Each member of the Liquidation Trust Oversight Committee may be reimbursed by the Liquidation Trustee for its actual reasonable out-of-pocket expenses incurred for serving on the Liquidation Trust Oversight Committee; provided, however, that such reimbursements shall not include reimbursement for counsel to assist such member in connection with his or her service on any Liquidation Trust Oversight Committee, unless such counsel is utilized for purposes of removing the Liquidation Trustee for cause.

Section 4.08 Approval of the Liquidation Trust Oversight Committee. The Liquidation Trust Oversight Committee may authorize the Liquidation Trust to invest its corpus in prudent investments other than those described in Bankruptcy Code Section 345 of the Bankruptcy Code, and may require a fidelity bond from the Liquidation Trustee in a reasonable amount.

Section 4.09 Compensation and Reimbursement of Liquidation Trustee and Post-Confirmation Professionals and Payment of Other Expenses.

(a) The Liquidation Trustee shall be reasonably compensated for its services until this Liquidation Trust Agreement is terminated. The Liquidation Trustee is authorized, subject to the approval of the Liquidation Trust Oversight Committee, to hire Professionals necessary to perform the duties of the Liquidation Trustee under the Liquidation Trust Agreement.

(b) The Liquidation Trustee and Professionals retained by the Liquidation Trustee and the Liquidation Trust Oversight Committee, including, but not limited to, attorneys,

advisors, expert witnesses and financial consultants shall be entitled to reasonable compensation, to be paid from the Assets, for services rendered at a rate reflecting actual time billed by such Professional on an hourly basis, at the standard billing rates in effect at the time of service or such other rate or basis of compensation that is reasonable. The fees and expenses of any Professional shall be paid and reimbursed in accordance with Section 5.01(a)(ii) of this Liquidation Trust Agreement. Payment of these Professional fees shall not require Bankruptcy Court approval; however, each month, the Professionals shall prepare and serve monthly fee statements on the Liquidation Trustee, the Liquidation Trust Oversight Committee, and any party in interest requesting notice so long as no objections to the payment of the requested Professional fees is asserted within ten (10) days following the date of service of such monthly fee statements, the Liquidation Trustee shall immediately pay the Professional fees. If an objection is timely served on the Professional requesting payment of Professional fees filed and such objection is not resolved within thirty (30) days of being served, then the objection shall be brought before the Bankruptcy Court by Motion filed by the Professional seeking allowance of professional fees. The Bankruptcy Court shall retain jurisdiction to address such objections. If an objection is filed to any professional fees, the undisputed portion of the Professional's expenses and costs shall be paid immediately by the Liquidation Trustee.

(c) Case Professionals shall be paid for fees and expenses incurred during the Bankruptcy Cases in accordance with the Plan.

Section 4.10 No Implied Obligations.

No other further covenants or obligations shall be implied into this Liquidation Trust Agreement. The Liquidation Trustee shall not be responsible in any manner whatsoever for the correctness of any recital, statement, representation, or warranty herein, or in any documents or instrument evidencing or otherwise constituting a part of the Assets.

Section 4.11 Unknown Property and Liabilities.

The Liquidation Trustee shall be responsible for only that property delivered to it, and shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

Section 4.12 Payment of Quarterly Fees.

The Debtors shall pay quarterly fees, pursuant to 28 U.S.C. § 1930(a)(6), to the U.S. Trustee until the Liquidation Trust is funded. Thereafter the Liquidation Trustee shall pay the quarterly fees, pursuant to 28 U.S.C. § 1930(a)(6), to the U.S. Trustee until the Bankruptcy Cases have been converted, dismissed, or closed by the Court, which shall be paid from the Assets.

Section 4.13 Reports.

The Liquidation Trustee shall file and serve such reports as it determines in the exercise of its discretion, but not less frequently than each calendar year quarter.

**ARTICLE V
ADMINISTRATION OF THE TRUST**

Section 5.01 Establishment of Accounts for Distributions pursuant to the Plan.

(a) Creation of Accounts and Reserves.

(i) The Liquidation Trustee, on behalf of the Beneficiaries shall establish and maintain the Trust Fund Account in the name of the Liquidation Trustee at an Eligible Institution as a segregated trust interest bearing account accessible only by the Liquidation Trustee, which shall be identified as the “Trust Fund Account for the Energy Conversion Devices Liquidation Trust” and shall bear a designation clearly indicating that the funds deposited therein are held on behalf of Beneficiaries.

(ii) The Liquidation Trustee shall establish and maintain the Liquidation Trust Administrative Reserve to pay the Liquidation Trustee, and Professionals retained by the Liquidation Trustee, including attorneys, financial consultants and other advisors, expert witnesses fees, storage, rental and office administrative costs, costs of temporary employees, or others utilized by the Liquidation Trustee to fulfill its duties, including the sale of Assets, claims reconciliation, pursuing Causes of Action and Distributions including for the Warranty Trust. Moreover, the Liquidation Trust Administrative Reserve shall not fund any fees or expenses of any Debtors’ professionals or employees, unless such professionals or employees are retained by the Liquidation Trustee, provided they will pay all Case Professionals promptly upon allowance of their fees and expenses. The Liquidation Trustee and the Liquidation Trust Oversight Committee will determine the amount of the Liquidation Trust Administrative Reserve.

(iii) The Liquidation Trustee shall establish and maintain the Warranty Claims Reserve Amount to negotiate and pay, perform warranty service and/or settle Allowed Warranty Claims and to pay the Liquidation Trustee, and Professionals retained by the Liquidation Trustee, including attorneys, financial consultants and other advisors, expert witnesses fees, storage, rental and office administrative costs, costs of temporary employees, or others utilized by the Liquidation Trustee to fulfill its duties relating to the Warranty Trust. Moreover, the Warranty Claims Reserve Amount shall not fund any fees or expenses of any Debtors’ professionals or employees, unless such professionals or employees are retained by the Liquidation Trustee for purposes of the Warranty Trust. Any excess amount remaining in the Warranty Claims Reserve Amount after all Warranty Claims have been resolved shall be distributed in accordance with Section 5.04 of this Liquidation Trust Agreement.

(iv) The Liquidation Trustee shall establish and maintain the Disputed Claims Reserve in accordance with Article 5.04(b) of this Liquidation Trust Agreement on account of holders of Disputed Claims which become Allowed. The Liquidation Trustee shall determine the amount held in the Disputed Claims Reserve. Any excess amount remaining in the Disputed Claims Reserve after all Disputed Claims have been resolved, shall be distributed in accordance with Section 5.04 of this Liquidation Trust Agreement.

(v) The Liquidation Trustee shall not be required to, but is authorized to, establish separate accounts relating to the Liquidation Trust Administrative Reserve, the Warranty Claims Reserve Amount or the Disputed Claims Reserve, but shall keep accurate accounting of such resources.

(vi) The Liquidation Trustee may establish and maintain at an Eligible Institution such additional accounts as may be appropriate to carry out its duties and functions under this Liquidation Trust Agreement and the Plan.

Section 5.02 Accounts, Eligible Investments.

Funds on deposit in the Accounts may be invested by the Liquidation Trustee in Eligible Investments selected by the Liquidation Trustee, subject to the approval of the Liquidation Trust Oversight Committee, that shall mature so that they shall be available by 12:00 noon (Eastern Time) on the day immediately preceding a Distribution. All Eligible Investments shall be held by the Liquidation Trust on behalf of the Beneficiaries. Eligible Investments may include investments for which corporations related to the Liquidation Trustee or an affiliate of such persons provides services.

Section 5.03 Maintenance of Accounts.

The Liquidation Trustee shall possess all right, title and interest in and to all funds on deposit in, and all Eligible Investments, if any, credited to, and in all proceeds of, the Accounts. The Accounts shall be under the sole dominion and control of the Liquidation Trustee on behalf of the Beneficiaries. If, at any time, any Account is held by an institution other than an Eligible Institution, the Liquidation Trustee shall within five (5) Business Days establish a new Account meeting the conditions for that account in Section 5.01 and shall transfer any cash and any investments to such new account. The Liquidation Trustee shall be the sole Person with authorization to withdraw any amount from any Account.

Section 5.04 Distribution Procedures.

(a) Timing of Distributions. The Liquidation Trustee shall make distributions to Beneficiaries as soon as administratively practicable. Interim distributions shall be made as and when reasonably practicable, as determined by the Liquidation Trustee in good faith. When making an interim distribution, the Liquidation Trustee will confirm that there are sufficient funds in the Liquidation Trust Administrative Reserve, the Warranty Claims Reserve Amount and in the Disputed Claims Reserve.

(b) No Distributions to Disputed Claims.

(i) No payments or distributions shall be made with respect to all or any portion of a Claim until the same has become an Allowed Claim either as a result of (i) having been scheduled by the Debtors in an amount that is nondisputed, noncontingent and liquidated and to which no objection is filed by the Debtors or the Liquidation Trustee, (ii) having filed a proof of claim to which no objection is filed by the Debtors or the Liquidation Trustee, or (iii) having been subject to an objection filed by the Debtors or the Liquidation Trustee and determined by entry of a Final Order, at which time prompt payment of the Allowed Claim will be made with no interest thereon. In lieu of making such Distribution to such person, the Distribution shall be accounted for in the Disputed Claims Reserve. If a Disputed Claim becomes a Disallowed Claim, the payments withheld, and interest earned thereon, pursuant to

this paragraph will be returned to the Trust Fund Account to be distributed to holders of Allowed Claims on a *pro rata* basis.

(ii) On any date that distributions are to be made on account of Allowed Claims and after making all distributions to be made on any such date under the Plan, the Liquidation Trustee shall make a reasonable reserve on account of Disputed Claims and shall adjust the reserve periodically, which shall be no less than the amount of the Disputed Claims multiplied by the Pro Rata distribution to be made on account of Allowed Claims. If a Claim has been estimated under section 502(c) of the Bankruptcy Code, the amount of the claim reserve will be based on the unpaid claim estimate. Such Disputed Claims Reserve shall be administered by the Liquidation Trustee. The reserve shall be closed and extinguished by the Debtors upon the determination that all distributions and other dispositions of Cash, or other distributions required to be made under the Plan have been made in accordance with the terms of the Plan. Upon closure of a Disputed Claims Reserve, all Cash shall be subject to redistribution, in accordance with the provisions of the Plan.

(c) Except as otherwise expressly provided in the Plan or the Liquidation Trust Agreement, any Claim not deemed filed pursuant to Section 1111(a) of the Bankruptcy Code or timely filed pursuant to the Bankruptcy Code, Bankruptcy Rules, any applicable order of the Bankruptcy Court or the provisions of the Plan, shall (a) not be treated as an Allowed Claim and (b) be expunged from the Claims registers in the Bankruptcy Cases without need for any further notice, motion or order.

(d) Manner of Payments Under the Liquidation Trust. Payments to be made by the Liquidation Trustee pursuant to this Liquidation Trust Agreement shall be made in Cash or by check drawn from the Account, or in respect of Warranty Claims, also by transferring inventory. Distributions to holders of Allowed Claims shall be made by the Liquidation Trustee: (i) at the addresses set forth on the proofs of claims filed with the Bankruptcy Court in the Bankruptcy Cases by such holders; (ii) at the addresses set forth in any written notices of address changes delivered to the Liquidation Trustee by such holders after the date of filing of any related proof of claim (in which event the notice of change will supersede and replace the address set forth on the related proof of claim and any address set forth in the Debtors' bankruptcy schedules); or (iii) at the addresses reflected in the Debtors' bankruptcy schedules if no proof of claim has been filed and the Liquidation Trustee has not received a written notice of a change of address.

(e) Fractional Cents. No payment of fractional cents shall be made pursuant to this Liquidation Trust Agreement. Whenever any payment of a fraction of a cent under this Liquidation Trust Agreement would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with half cents or more being rounded up and fractions less than half of a cent being rounded down.

(f) De Minimis Interim Distribution. If the amount distributable to a holder of an Allowed Claims would be less than \$25.00 in the aggregate considering the distributions from the applicable Account for such Beneficiary (such distribution amount of less than \$25.00, a "De Minimis Interim Distribution"), then the Liquidation Trustee shall not make the De Minimis Interim Distribution, but rather shall hold the De Minimis Interim Distribution in reserve until such time as the aggregate amounts distributable to such holder of an Allowed

Claim, combined, as of the next distribution, equals or exceeds \$25.00, but in all events not later than the final distribution. Notwithstanding the foregoing, if the De Minimis Interim Distribution does not equal or exceed \$25.00 prior to the date of the final distribution, then the Liquidation Trustee shall distribute such amount during the final distribution.

(g) Undeliverable Distributions.

(i) If any Allowed Claim holder's Distribution is returned as undeliverable, no further Distributions to such holder shall be made unless and until the Liquidation Trustee is notified in writing of such holder's then current address, at which time all missed Distributions shall be made to such holder without interest. Any undeliverable Distribution made by the Liquidation Trustee shall be held for redistribution under the Plan. All claims for undeliverable Distributions must be made on or before six months after the Distribution is made, after which date all unclaimed property shall revert to the Liquidation Trustee free of any restrictions thereon, and the Claim of any holder or successor to such holder with respect to such property shall be discharged and forever barred notwithstanding any federal or state escheat laws to the contrary. Nothing contained in the Plan shall require the Liquidation Trustee or any professional retained by the foregoing to attempt to locate any holder of an Allowed Claim.

(ii) Checks issued by the Liquidation Trustee on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. After such date, all Claims in respect of void checks shall be forever barred, and the proceeds of such checks shall revert in the Liquidation Trustee and be subject to redistribution, as appropriate, in accordance with this Liquidation Trust Agreement.

Section 5.05 Interest on Distributions.

Any interest earned by the funds in the Accounts shall inure to the benefit of the Liquidation Trust generally, and not specifically for any party. Beneficiaries are not entitled to interest on their claims with the exception of their pro rata share of any interest earned by the funds in the Accounts after payment of expenses that are distributed to holders of Allowed Claims generally.

Section 5.06 Limitations on Liquidation Trustee.

(a) The Liquidation Trustee shall not at any time, on behalf of the Liquidation Trust or Beneficiaries, (i) enter into or engage in any trade or business, and no part of the Assets or the proceeds, revenue or income therefrom shall be used or disposed of by the Liquidation Trust in furtherance of any trade or business, except to the extent reasonably necessary to preserve and enhance the liquidation value of the Assets or (ii) except as provided below, reinvest any assets.

(b) All moneys and other assets received by the Liquidation Trustee shall, until distributed or paid over as herein provided, be held in trust for the benefit of the Beneficiaries, but need not be segregated from other Assets, unless and to the extent required by law or as otherwise specified in this Liquidation Trust Agreement.

(c) The Liquidation Trustee shall be restricted to the holding, collection, conservation, protection and administration of the Assets in accordance with the provisions of this Liquidation Trust Agreement, and the payment and distribution of amounts as set forth herein for the purposes set forth in this Liquidation Trust Agreement.

Section 5.07 Further Authorization.

The Liquidation Trustee shall be entitled to seek such orders, judgments, injunctions and rulings as the Liquidation Trustee deems necessary to carry out the intentions and purposes, and to give full effect to the provisions of the Plan and this Liquidation Trust Agreement.

Section 5.08 Withholding and Reporting Requirements.

In connection with the Plan and this Liquidation Trust Agreement and all distributions hereunder, the Liquidation Trustee shall comply with all applicable tax withholding and reporting requirements imposed by any federal, state, provincial, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Liquidation Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan or this Liquidation Trust Agreement, each Beneficiary that is to receive a distribution from the Account shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution.

Section 5.09 Determination of Tax Information With Respect to Allowed Claims.

Prior to making any distribution to a Person or Entity that is a Beneficiary on account of, and/or a holder of, an Allowed Claim pursuant to this Liquidation Trust Agreement, in the event the Liquidation Trust has not already been provided with a valid, properly completed Internal Revenue Service (“IRS”) Form W-9 or a valid, properly completed IRS Form W-8BEN, W-8ECI, W-8EXP or W-8IMY (any successor, or otherwise applicable, form) (individually, an “IRS Form” and, collectively, the “IRS Forms”), as applicable, for the Beneficiary, the Liquidation Trust must request that such Beneficiary provide the Liquidation Trust with the applicable valid, properly completed IRS Form, and the Liquidation Trust need not, but may, make any distribution to such Beneficiary until the Liquidation Trust receives from such Beneficiary a valid, effective IRS Form that is applicable to such distribution. The Liquidation Trustee may in good faith rely upon the information received for the purposes of satisfying the Liquidation Trustee’s tax reporting obligations. Such tax information shall be treated as confidential and shall only be disclosed as necessary to taxing authorities. If 90 days elapses and the Liquidation Trustee is unable to obtain a valid, properly completed IRS Form after a request, then the claimant shall not be entitled to a distribution from the Trust Fund Accounts.

Section 5.10 Tax Returns/Tax Matters.

(a) The Liquidation Trustee shall file all tax returns, tax reporting, and other filings with governmental authorities on behalf of the Liquidation Trust and the Assets it holds

for time periods ending on or before termination of this Liquidation Trust. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Liquidation Trustee of a private letter ruling if the Liquidation Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Liquidation Trustee) the Liquidation Trustee shall file tax returns for the Liquidation Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a). The Liquidation Trustee's filings shall also include requests for determination of tax under Section 505(b) of the Bankruptcy Code (to the extent applicable) and responses to any tax audits, solely with respect to the Assets. The Liquidation Trustee shall make available such information to the Beneficiaries as shall enable them to properly file their separate tax returns and withhold and pay over any amounts required by tax law.

(b) The Liquidation Trustee is authorized to act as agent for the Assets in withholding or paying over any amounts required by law (including tax law) to be withheld or paid by the Assets in connection with the transfer and assignment of the Assets to the Liquidation Trust pursuant to the Plan. The Liquidation Trustee is further entitled to deduct any United States federal or applicable state withholding taxes from any payments made with respect to Allowed Claims, as appropriate, and shall otherwise comply with Section 346 of the Bankruptcy Code.

(c) All net income of the Liquidation Trust and net proceeds from the disposition of the Assets shall be subject to United States federal and applicable state income taxation in the year such net income or net proceeds are realized, whether or not such amounts are immediately distributed to the Beneficiaries or retained by the Liquidation Trustee in such reserves necessary to meet the Disputed Claims and maintain or enhance the liquidation value of the Assets. Any net income remaining shall be distributed in accordance with applicable tax laws and tax regulations.

(d) The Liquidation Trustee shall determine the fair market value of the Assets upon receipt and, to the extent necessary, such determined fair market value shall be used by the Liquidation Trust, the Liquidation Trustee and the Beneficiaries for all federal income tax purposes.

(e) The Liquidation Trustee shall timely file any and all Debtor Tax returns or requests for extension, including, but not limited to, timely filing (i) all information returns (*e.g.*, IRS Forms W-2 and 1099, as appropriate), (ii) all Tax returns or requests for extension that either Debtor would have filed prior to their fiscal year end if they had not dissolved and (iii) all documents necessary and appropriate to request refunds of taxes owed to the Debtors' Estates.

Section 5.11 Remaining Funds.

If any Distribution check is not timely cashed by the recipient, and there are more than \$15,000 in aggregate funds remaining when the case is otherwise fully administered, the Distribution Agent shall make a subsequent final Pro Rata distribution to the holders of Allowed Claims whose distributions have been claimed and not been returned. If there is less than \$15,000 in aggregate funds remaining when the case is otherwise fully administered, the

Distribution Agent may donate the remaining funds to a certified 503(c) charitable non-profit organization.

ARTICLE VI DURATION OF LIQUIDATION TRUST

Section 6.01 Duration of Liquidation Trust.

This Liquidation Trust shall terminate on the date upon which all of the Assets have been distributed to the Beneficiaries and all of the necessary tax returns have been prepared and filed; *provided, however*, that the Liquidation Trust shall terminate no later than the fifth anniversary of the Effective Date; and *provided further, however*, that prior to such termination date, the Liquidation Trustee may seek multiple fixed-term extensions of such termination date from the Bankruptcy Court if the extension is necessary for the liquidating purposes of the Liquidation Trust. Any such extension must be obtained at least three (3) months before the expiration of the original term and each extended term.

Section 6.02 Closing of Chapter 11 Case.

When each Disputed Claim filed against each of the Debtors has become an Allowed Claim or a disallowed Claim, and all Cash and property has been distributed in accordance with the terms of the Plan and this Liquidation Trust Agreement the Liquidation Trustee shall seek authority from the Bankruptcy Court to close the Bankruptcy Case in accordance with the Bankruptcy Code and the Bankruptcy Rules and to enter the Final Decree.

Section 6.03 Continuance of Liquidation Trust for Winding Up.

After the termination of the Liquidation Trust and for the purpose of liquidating and winding up the affairs of the Liquidation Trust, the Liquidation Trustee shall continue to act as such until its duties have been fully performed. Upon termination of the Liquidation Trust, the Liquidation Trustee shall retain for a period of seven years the books, records, Beneficiary lists, Register, and certificates and other documents and files which shall have been delivered to or created by the Liquidation Trustee. At the Liquidation Trustee's discretion, all other records and documents may, but need not, be destroyed at any time after two years from the completion and winding up of the affairs of the Liquidation Trust. Except as otherwise specifically provided herein, upon the termination of the Liquidation Trust, the Liquidation Trustee shall have no further duties or obligations hereunder.

ARTICLE VII INDEMNIFICATION; LIMITATIONS ON LIABILITY

Section 7.01 General Indemnification.

The Liquidation Trust or the Warranty Trust, as applicable, shall indemnify and hold harmless any person who was, or is, a party, or is threatened to be made a party, to any pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a member of the Liquidation Trust Oversight Committee, the Liquidation Trustee, or an agent, attorney, accountant or other

professional of the Liquidation Trustee (each such person, an “Indemnified Person”), against all costs, expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding, or the defense or settlement of any claim, issue or matter therein, to the fullest extent, except to the extent such liability is determined to be the result of willful misconduct or gross negligence, breach of duty or fraud. Costs or expenses incurred by any such Indemnified Person in defending any such action, suit or proceeding shall be paid by the Liquidation Trust or the Warranty Trust, as applicable, in advance of the institution or final disposition of such action, suit or proceeding, provided, however, that any such Indemnified Person shall promptly reimburse the Liquidation Trust or the Warranty Trust, as applicable, for all such costs and expenses paid by the Liquidation Trust or the Warranty Trust, as applicable, if it is finally adjudicated by a court of competent jurisdiction, that liability by such Indemnified Person is a result of willful misconduct or gross negligence. The Liquidation Trustee may in its discretion purchase and maintain insurance on behalf of any Indemnified Person who is or was a beneficiary of this provision.

Section 7.02 No Recourse.

Except as provided in this Liquidation Trust Agreement, no recourse shall ever be had, directly or indirectly, against the members of the Liquidation Trust Oversight Committee or the Liquidation Trustee personally, or against any agent, representative, affiliate, attorney, accountant, financial consultant or other professional of the Liquidation Trustee, or against any agent, affiliate, representative, attorney, accountant, financial consultant or professional of the Liquidation Trustee by legal or equitable proceedings, or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Liquidation Trustee under this Liquidation Trust Agreement, or by reason of the creation of any indebtedness by the Liquidation Trustee under this Liquidation Trust Agreement for any purpose authorized by this Liquidation Trust Agreement, it being expressly understood and agreed that all such liabilities, covenants and agreements shall be enforceable only against and be satisfied only out of the Assets or such part thereof as shall under the terms of any such agreement be liable therefor or shall be evidence only of a right of payment out of the Assets.

Section 7.03 No Liability.

No successor Liquidation Trustee shall be in any way responsible or liable for the acts or omissions of any predecessor Liquidation Trustee in office prior to the date on which such Person becomes the Liquidation Trustee, nor shall such successor Liquidation Trustee be obligated to inquire into the validity or propriety of any such act or omission unless such successor Liquidation Trustee expressly assumes such responsibility. Any successor Liquidation Trustee shall be entitled to accept as conclusive any final accounting and statement of liquidation trust assets furnished to such successor Liquidation Trustee by the predecessor Liquidation Trustee and shall further be responsible only for those Assets included in such statement.

No predecessor Liquidation Trustee shall be in any way responsible or liable for the acts or omissions of any successor Liquidation Trustee, nor shall such predecessor Liquidation Trustee be obligated to inquire into the validity or propriety of any such act or omission.

Section 7.04 Limitation on Liquidation Trustee's and Estate Representative's Liability.

The members of the Liquidation Trust Oversight Committee and Liquidation Trustee and its respective agents, affiliates, attorneys, accountants, financial consultants or other professionals shall be exculpated from liability for any errors or omissions made in connection with its duties under the Plan and this Liquidation Trust Agreement, except for liability for any errors or omissions arising from its own gross negligence, willful misconduct, breach of duty or fraud. The foregoing limitation on liability shall apply equally to the agents, employees or professionals of the Liquidation Trustee acting on behalf of the Liquidation Trustee in the fulfillment of their duties under the Plan and this Liquidation Trust Agreement. Neither the Liquidation Trustee, nor any agent, affiliate, representative, attorney, accountant, financial consultant or professional of the Liquidation Trustee, nor any Beneficiaries, shall be personally liable with respect to any liabilities or obligations of the Liquidation Trust or any liabilities or obligations relating to the Assets or the Warranty Trust, as applicable, including, without limitation, those arising under this Liquidation Trust Agreement or with respect to the Liquidation Trust or the Assets or the Warranty Trust, as applicable, and all persons dealing with the Liquidation Trust or the Warranty Trust, as applicable, must look solely to the Assets or the assets of the Warranty Trust, respectively, for the enforcement of any claims against the Liquidation Trust or the Warranty Trust, as applicable,.

Section 7.05 Express Exculpatory Clauses in Instruments.

As far as practicable, the Liquidation Trustee shall cause any written instrument creating an obligation of the Liquidation Trust or the Warranty Trust to include a reference to this Liquidation Trust Agreement and to provide that none of the Beneficiaries, the members of the Liquidation Trust Oversight Committee or the Liquidation Trustee or the Liquidation Trustee's respective agents, affiliates, attorneys, accountants, financial consultants or other professionals shall be liable thereunder and that the other parties to such instrument shall look solely to the Assets or the assets of the Warranty Trust, as applicable, for the payment of any claim thereunder or the performance thereof; provided, however, that the omission of such provision from any such instrument shall not render any Beneficiary or the Liquidation Trustee or the Liquidation Trustee's respective agents, affiliates, attorneys, accountants, financial consultants, or other professionals liable nor shall the Liquidation Trustee, its agents, affiliates, attorneys, accountants, financial consultants or other professionals be liable to anyone for such omission.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.01 Notices.

All notices, requests or other communications to the Liquidation Trustee hereto shall be in writing and shall be sufficiently given only if (i) delivered in person; (ii) sent by electronic facsimile communication, as evidenced by a confirmed fax transmission report; (iii) sent by registered or certified mail, return receipt requested; or (iv) sent by commercial delivery service or courier. Until a change of address is communicated, as provided below, all notices, requests and other communications shall be sent to the parties at the following addresses or facsimile numbers:

Energy Conversion Devices Liquidation Trustee:

□

Liquidation Trust Oversight Committee:

□

All notices shall be effective and shall be deemed delivered (i) if by personal delivery, delivery service or courier, on the date of delivery; (ii) if by electronic mail or facsimile communication, on the date of transmission of the communication; and (iii) if by mail, on the date of receipt. Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

Section 8.02 Effectiveness.

This Liquidation Trust Agreement shall become effective upon the Effective Date.

Section 8.03 Counterparts.

This Liquidation Trust Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument.

Section 8.04 Governing Law.

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, this Liquidation Trust Agreement shall be governed by, construed under and interpreted in accordance with, the laws of the State of Michigan. Any and all disputes arising under this Liquidation Trust Agreement shall be raised and litigated before the Bankruptcy Court.

Section 8.05 Waiver of Jury Trial.

THE LIQUIDATION TRUSTEE, THE LIQUIDATION TRUST OVERSIGHT COMMITTEE AND THE DEBTORS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTIONS, SUITS OR COUNTERCLAIMS ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS TRUST AGREEMENT.

Section 8.06 Severability of Provisions.

Any provision of this Liquidation Trust Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Liquidation Trust Agreement or affecting the validity or enforceability of any of the terms or provisions of this Liquidation Trust Agreement in any other jurisdiction.

Section 8.07 Entire Agreement.

This Liquidation Trust Agreement (including the Recitals) constitutes the entire agreement by and among the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Liquidation Trust Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, nothing in this Liquidation Trust Agreement is intended or shall be construed to confer upon or to give any person other than the parties thereto and their respective heirs, administrators, executors, successors, or assigns any right to remedies under or by reason of this Liquidation Trust Agreement.

Section 8.08 Effect of Death, Incapacity or Bankruptcy of Beneficiary.

The death, incapacity or bankruptcy of a Beneficiary during the terms of this Liquidation Trust Agreement shall not operate to terminate the Liquidation Trust Agreement, nor shall it entitle the representatives or creditors of the deceased Beneficiary to an accounting, or to take any action in the courts or elsewhere for the distribution of the Assets or for a partition thereof, nor shall it otherwise affect the rights and obligations of any Beneficiary.

Section 8.09 Effect of Trust on Third Parties.

There is no obligation on the part of any purchaser or purchasers from the Liquidation Trustee or any agent of the Liquidation Trustee, or on the part of any other persons dealing with the Liquidation Trustee or any agent of the Liquidation Trustee, to see the application of the purchase money or other consideration passing to the Liquidation Trustee or any agent of the Liquidation Trustee, or to inquire into the validity, expediency or propriety of any such transaction by the Liquidation Trustee or any agent of the Liquidation Trustee.

Section 8.10 Waiver.

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

Section 8.11 Relationship Created.

The only relationship created by this Liquidation Trust Agreement is the relationship between the Liquidation Trustee and the Beneficiaries or the Warranty Trust, as applicable. No other relationship or liability is created. Nothing contained in this Liquidation Trust Agreement shall be construed so as to construe the Beneficiaries or their successors-in-interest as creating an association, partnership, or joint venture of any kind.

Section 8.12 Amendment of Liquidation Trust Agreement.

This Liquidation Trust Agreement may be amended from time to time upon the consent of the Liquidation Trust Oversight Committee and the Liquidation Trustee and, absent such

consent, upon order of the Bankruptcy Court, *provided, however*, that no amendment shall be made to the Liquidation Trust Agreement that makes it inconsistent with the provisions of the Plan.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Liquidation Trust Agreement or caused this Liquidation Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first written above.

ENERGY CONVERSION DEVICES, INC. THE LIQUIDATION TRUSTEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

UNITED SOLAR OVONIC LLC

**THE LIQUIDATION TRUST
OVERSIGHT COMMITTEE**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

By: _____

Name: _____

By: _____

Name: _____

Exhibit 2
Additional Preserved Causes of Action

All claims against prior shareholders, managers, officers and investors of Solar Integrated Technologies, Inc. arising from the Debtors' acquisition of Solar Integrated Technologies, Inc.

Exhibit 3
Assumed Executory Contracts

Counterparty Name	Address/Contact Person	Contract Description	Proposed Cure Amount	Effective Date of Assumption
Allianz Global Corporate & Specialty	Allianz Global Corporate & Specialty 225 W. Washington Street Suite 1800 Chicago, Illinois 60606-3484 Attn: Gary Greicar With a copy to: Marsh USA Inc 540 West Madison St Suite 1200 Chicago, IL 60661	Property Policy (Policy No. CLP 3013123)	\$0	Effective Date of the Plan
Allied World National Assurance Company	Allied World National Assurance Company 199 Water Street New York, NY 10038	Executive ForceField (Policy No. 0307-0085)	\$0	Effective Date of the Plan
American Casualty Company Of Reading, PA	American Casualty Company Of Reading, PA 333 South Wabash Chicago IL 60604 With a copy to: CNA 333 S Wabash, 44th Floor Chicago, IL 60604 With a copy to: MARSH USA INC. 540 W. MADISON, SUITE 1200 CHICAGO, IL 60661 Attn: Linda Puccio With a copy to: Mary.K.Fouchey@marsh.com	Workers Comp (4020689366)	\$0	Effective Date of the Plan
American Casualty Company Of	American Casualty Company Of Reading, PA	Monoline GL (4013500978)	\$0	Effective Date of the Plan

Reading, PA	<p>333 South Wabash Chicago IL 60604</p> <p>With a copy to: CNA 333 S Wabash, 44th Floor Chicago, IL 60604</p> <p>With a copy to: MARSH USA INC. 540 W. MADISON, SUITE 1200 CHICAGO, IL 60661 Attn: Linda Puccio</p> <p>With a copy to: Mary.K.Fouche@marsh.com</p>			
Beazley, Sydinate 2623/623 at Lloyd's, Marsh LTD	<p>Joseph M. Smick Sedgwick, Detert, Moron & Arnold LLP 125 Broad Street, 39th Floor New York, New York 10004-2400</p> <p>With a copy to: Ed Smerdon SDMA Fitzwilliam House, 6th Floor, 10 St. Mary Axe, London EC3A 8BF</p> <p>With a copy to: Mendes and Mount 750 Seventh Avenue New York, NY 10019-6829</p>	Excess A Side and Side A Drop Down (Contract No. QB107111)	\$0	Effective Date of the Plan
Chartis Specialty Insurance Company	<p>Chartis Specialty Insurance Company 175 Water Street New York, NY 10038</p> <p>With a copy to:</p>	Commercial Pollution Legal Liability Policy (Policy No. 13097459)	\$0	Effective Date of the Plan

	<p>Chartis Insurance Agency, Inc. One Liberty Place 1650 Market Street, Suite 3700 Philadelphia, PA 19103</p> <p>With a copy to: Marsh USA Inc. 600 Renaissance Center #2100 Detroit, MI 48243 Attn: Steve Manz</p>			
Continental Casualty	<p>Continental Casualty 333 South Wabash Chicago IL 60604 With a copy to:</p> <p>CNA 333 S Wabash, 44th Floor Chicago, IL 60604</p> <p>With a copy to: MARSH USA INC. 540 W. MADISON, SUITE 1200 CHICAGO, IL 60661 Attn: Linda Puccio</p> <p>With a copy to: Mary.K.Fouchey@marsh.com</p>	Automobile (4013501001)	\$0	Effective Date of the Plan
Continental Casualty	<p>With a copy to: CNA 333 S Wabash, 44th Floor Chicago, IL 60604</p> <p>With a copy to: MARSH USA INC. 540 W. MADISON, SUITE 1200 CHICAGO, IL 60661 Attn: Linda Puccio</p>	Umbrella (4033027319)	\$0	Effective Date of the Plan

	With a copy to: Mary.K.Fouchey@marsh.com			
The Continental Insurance Company	CNA Center, 44 South, 333 S. Wabash Ave. Chicago, IL 60604 Attn: Phil Abramson With a copy to: The Continental Insurance Company P.O. Box 29024 New York, NY 10087-9024	CNA International WorldPass Policy (Policy No. WP 41 386 6066)	\$0	Effective Date of the Plan
Great American Insurance Group	Great American Insurance Group Tower 301 E Fourth Street Cincinnati, OH 45202 With a copy to: TMaloney@gaic.com With a copy to: Sarah.J.Katz@schinnerer.com	SCI273610443-11	\$0	Effective Date of the Plan
Illinois National Insurance Company	Illinois National Insurance Company 175 Water Street, 18th Floor New York, NY 10038 With a copy to: Marsh USA Inc. 600 Renaissance Center #2100 Detroit, MI 48243	Excess Edge (Policy No. 01-201-84-15)	\$0	Effective Date of the Plan
Intel Corporation	Intel Corporation 2200 Mission College Boulevard Santa Clara, CA 95052 Attention: M&A Portfolio Manager With a copy to: Intel Corporation 2200 Mission College Boulevard	Stockholders Agreement, dated February 4, 2000	\$0	Effective Date of the Plan

	<p>Santa Clara, California 95052 Attention: General Counsel</p> <p>With a copy to: Gibson, Dunn & Crutcher LLP 333 South Grand Street Los Angeles, California 90071-3197 Attention: Brette Simon</p>			
Lexington Insurance Company	<p>Lexington Insurance Company 100 Summer Street, Boston, MA 02110</p> <p>With a copy to: Risk Specialists Companies Insurance Agency, Inc. 300 South Riverside Plaza, Suite 2100 Chicago, IL 60606-6613</p> <p>With a copy to: Michelle Windhauser Marsh USA, Inc. 500 West Monroe, Suite 2200 Chicago, IL 60661</p>	U.S. Master (Policy No. 012945150)	\$0	Effective Date of the Plan
Lexington Insurance Company	<p>Lexington Insurance Company 100 Summer Street, Boston, MA 02110</p> <p>With a copy to: Risk Specialists Companies Insurance Agency, Inc. 300 South Riverside Plaza, Suite 2100 Chicago, IL 60606-6613</p> <p>With a copy to: Michelle Windhauser Marsh USA, Inc.</p>	Foreign Assumed (Policy No. 012945151)	\$0	Effective Date of the Plan

	500 West Monroe, Suite 2200 Chicago, IL 60661			
Tyler Lowrey	Tyler Lowrey 389 Upland Drive Sandpoint, ID 83864	License and Assignment Agreement, dated August 2, 1999	\$0	Effective Date of the Plan
Tyler Lowrey	Tyler Lowrey c/o Ovonyx, Inc. 1675 West Maple Road Troy, Michigan 04084	Stockholders Agreement, dated February 4, 2000	\$0	Effective Date of the Plan
Ovonyx, Inc.	Ovonyx, Inc. 1675 West Maple Road Troy, MI	License and Assignment Agreement, dated August 2, 1999	\$0	Effective Date of the Plan
Ovonyx, Inc.	Ovonyx, Inc. 1675 West Maple Road Troy, MI	Stockholders Agreement, dated February 4, 2000	\$0	Effective Date of the Plan
Ward Parkinson	Ward Parkinson Parkinson Law Office 1090 West Boeing Street Boise, Idaho 83705	Stockholders Agreement, dated February 4, 2000	\$0	Effective Date of the Plan
Starr Indemnity & Liability Company	Starr Indemnity and Liability Company 399 Park Ave., 8th Floor New York, NY 10022 Attn: Financial Lines Department With a copy to: Starr Indemnity & Liability Company 500 W. Monroe Street, Suite 2600 Chicago, IL 60661 With a copy to: Marsh 500 West Monroe Street, 22nd Floor Chicago, IL 60661 Attn: Katherine Klement	Resolute Portfolio (Policy No. SISIFNL20053211)	\$0	Effective Date of the Plan
Tianjin Jinneng Investment Co.	Tianjin Jinneng Investment Co. Floor 15, Block B, Yinfeng Garden	Amended and Restated Equity Joint Venture Contract, dated	\$0	Effective Date of the Plan

	Youyi North Road, Hexi District Tianjin Municipality, China 300204 Attn: Li Gengsheng	September, 2008		
Tianjin Jinneng Investment Co.	Tianjin Jinneng Investment Co. Floor 15, Block B, Yinfeng Garden Youyi North Road, Hexi District Tianjin Municipality, China 300204	Amended and Restated Technology License Agreement, dated September 2008	\$0	Effective Date of the Plan
Travelers Casualty and Surety Company of America	Stephanie Engevoid 485 Washington Street NB-03R Central Underwriting Facility St. Paul, MN 55102 With a copy to: Marsh USA Inc. 600 Renaissance Center #2100 Detroit, MI 48243	ERISA SAA (Policy No: 105720824)	\$0	Effective Date of the Plan
United Solar Ovonc Jinneng Limited	United Solar Ovonc Jinneng Limited Wuhua Road 10, Room 208, Hua Yuan District, TianJin New Technology Industry Zone, TianJin, P, R. China Attn: Mr. Liu Junliang	Strip Cell Supply Agreement, dated September, 2008	\$0	Effective Date of the Plan
United Solar Ovonc Jinneng Limited	United Solar Ovonc Jinneng Limited Wuhua Road 10, Room 208, Hua Yuan District, TianJin New Technology Industry Zone, TianJin, P, R. China	Amended and Restated Technology License Agreement, dated September 2008	\$0	Effective Date of the Plan
Valley Forge Insurance Company	Valley Forge Insurance Company 333 South Wabash Chicago, IL 60604 CNA 333 S Wabash, 44th Floor Chicago, IL 60604	Workers Comp (4013500995)	\$0	Effective Date of the Plan

	<p>With a copy to: MARSH USA INC. 540 W. MADISON, SUITE 1200 CHICAGO, IL 60661 Attn: Linda Puccio</p> <p>With a copy to: Mary.K.Fouchey@marsh.com</p>			
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Exhibit 4
Proposed Confirmation Order

11125302.4

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

**ENERGY CONVERSION DEVICES, INC.,
et al.,¹**

Debtors.

Chapter 11

Case No. 12-43166
(Jointly Administered)

Judge Thomas J. Tucker

**FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER
APPROVING DISCLOSURE STATEMENT AND CONFIRMING
SECOND AMENDED JOINT PLAN OF LIQUIDATION OF
ENERGY CONVERSION DEVICES, INC. AND UNITED SOLAR OVONIC LLC**

This matter having come before this Court on the Second Amended Joint Plan of Liquidation of Energy Conversion Devices, Inc. and United Solar Ovonic LLC (together with all exhibits, supplements and amendments thereto, the “**Plan**”), which was filed on May 31, 2012 [Docket No. 754] and the applicable disclosure statement (“**Disclosure Statement**”);² the Court having established 12:00 p.m. on July 18, 2012 as the date and time on the combined hearing to approve the Disclosure Statement and consider the confirmation of the Plan; the Court being familiar with and having taken judicial notice of the entire record in these cases and upon all the proceedings had before the Court and upon the entire record of the hearing; the Court being duly advised in the premises, after due deliberation, and good cause appearing:

¹ The Debtors in these jointly-administered cases are Energy Conversion Devices, Inc. (Case No. 12-43166) and United Solar Ovonic LLC (Case No. 12-43167).

² All capitalized terms not defined herein have the meaning provided in the Plan.

THE COURT HEREBY FINDS THAT:³

A. This Court has jurisdiction over this case pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. § 1408 and 1409. Confirmation of the Plan and approval of the Disclosure Statement are core proceedings under 28 U.S.C. § 157(b)(2).

B. On or before June 12, 2012, in accordance with this Court's *Order Granting Debtors' Motion for Entry of an Order (I) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, Including (A) Approving Form of Solicitation Procedures, (B) Approving the Form and Notice of the Confirmation Hearing, (C) Establishing Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballots, (E) Establishing Deadline for Receipt of Ballots, and (F) Approving Procedures for Vote Tabulations; (II) Establishing Deadline and Procedures for Filing Objections to Confirmation of the Plan; and (III) Granting Related Relief* [Docket No. 687] (the "**Procedures Order**") and Bankruptcy Rule 3017, and as evidenced by the Certificate of Service [Docket Nos. 806 and 808], the Debtors served on all creditors and parties in interest written notice of the Confirmation Hearing, the Plan, the Disclosure Statement, a ballot for accepting or rejecting the Plan (applicable to those parties entitled to vote under the Plan), a cover letter and a copy of the Court's Procedures Order, which service constitutes adequate and sufficient notice under the Bankruptcy Code and the Bankruptcy Rules of the Plan, the Disclosure Statement, the date for accepting or rejecting the Plan and the hearing on confirmation of the Plan and final approval of the Disclosure Statement.

³ This Order constitutes the Court's finding of fact and conclusions of law under Fed. R. Civ. P. 52, as made applicable by Federal Rule of Bankruptcy Procedure 7052 and 9014. Any finding of fact shall constitute a finding of fact even if stated as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if stated as a finding of fact.

C. In accordance with the Procedures Order, on June 15, 2012, the Publication Notice (as defined in the Procedures Order) was published in the Wall Street Journal, Financial Times, Detroit Free Press and the Detroit News. Affidavits evidencing the publications were filed with the Court on June 29, 2012 [Docket Nos. 832, 834 and 835].

D. On July 16, 2012, the Debtors filed the Plan Supplement and Immaterial Amendments to the Second Amended Joint Plan of Liquidation of Energy Conversion Devices, Inc. and United Solar Ovonic LLC [Docket No. ____] (the “Plan Supplement”).

E. A significant number of entities (the “Objecting Parties”) filed or lodged with the Debtors objections to confirmation of the Plan (the “Objections”).

F. The Debtors have given notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d) and have substantially complied in all material respects with the Procedures Order and with Bankruptcy Rule 2002(b). Such notice was good and sufficient under the particular circumstance, was reasonably calculated to provide all ascertainable entities affected by the Plan with due process, and no further notice is required other than notice of the entry of this Order required by Bankruptcy Rule 3020(c)(2). The solicitation of votes to accept or reject the Plan satisfies Bankruptcy Rule 3018 because the Plan was transmitted to all creditors entitled to vote on the Plan and sufficient notice was provided to vote to accept or reject the Plan.

G. The Plan complies with Bankruptcy Rule 3016.

H. The Disclosure Statement contains adequate information within the meaning of 11 U.S.C. § 1125.

I. The provisions of chapter 11 of Bankruptcy Code, including sections 1122(a) and 1123 of the Bankruptcy Code have been complied with. All Claims in each class under the Plan

are substantially similar to other Claims in such class. Valid business and legal reasons exists for the various classes of claims and interests created under the Plan, and such classification does not unfairly discriminate among holders of claims or interests.

J. The proponents of the Plan have complied with the provisions of the Bankruptcy Code, and the Plan has been proposed in good faith and not by any means forbidden by law.

K. All payments made or promised to be made under the Plan for services or for costs and expenses in, or in connection with the case, have been fully approved by the Court or will be subject to the approval of the Court as reasonable.

L. The identity of the Liquidating Trustee and the Liquidating Trustee Oversight Committee have been disclosed, and the manner of selection and appointment of the Liquidating Trustee is consistent with the interest of holders of Claims and interests and with public policy, thus satisfying the requirement of section 1129(a)(5) of the Bankruptcy Code.

M. No governmental regulatory commission is required to approve the rates charged by the Debtors.

N. Classes 2A, 3, 4, and 5 are impaired under the Plan. Each holder of an impaired Claim has accepted the Plan or will receive or retain under the Plan on account of such Claim property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code.

O. As set forth in the Ballot Report filed in this case, both Classes 2A, 3, and 4 have voted to accept the Plan. Class 1 and 2B are unimpaired and are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejection pursuant to 1126(f) of the Bankruptcy Code. Because Class 5 will not receive or retain any property on account of such Equity Interests, Class 5 is presumed to have rejected the Plan pursuant to Bankruptcy Code §

1126(g). Nevertheless, the Plan is confirmable because the Plan satisfies the requirements of Section 1129(b) with respect to Class 5 (as discussed in Paragraph U below).

P. The Plan provides for treatment of Administrative Expense Claims, U.S. Trustee Fees and Priority Tax Claims in the manner required by Section 1129(a)(9) of the Bankruptcy Code.

Q. As set forth in the Ballot Report, Classes 3 and 4 have accepted the Plan and therefore at least one class of impaired claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a claim of such class.

R. It is contemplated that confirmation of the Plan will be followed by liquidation. No further financial reorganization of the Debtors will be required.

S. In compliance with section 1129(a)(12) of the Bankruptcy Code, the Plan provides for payment of all fees payable under 28 U.S.C. § 1930.

T. The provisions of 11 U.S.C. § 1129(a)(13) are not applicable as the Debtors have no retiree benefit programs as defined in Bankruptcy Code 1114(a).

U. Class 5 claims will neither receive nor retain any property under the Plan and, accordingly, are deemed to have rejected the Plan. Pursuant to Section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed regardless of whether Equity Interest in Class 5 are impaired and have not accepted (or are deemed not to have accepted) the Plan. Other than the requirement in Section 1129(a)(8) of the Bankruptcy Code that Class 5 accept the Plan, all of the requirements of Section 1129(a) of the Bankruptcy Code have been met. In addition, the Plan does not discriminate unfairly, and is fair and equitable, with respect to Class 5 because there are no holders of claims or interests junior to the holder of claims or interest in Class 5 that will receive or retain under the Plan any property on account of such junior claim or interests.

V. The principal purpose of the Plan is not the avoidance of taxes or avoidance of section 5 of the Securities Act of 1933 and no governmental unit has requested that the Bankruptcy Court deny confirmation on such basis.

W. The provision in the Plan regarding the selection of the Liquidating Trust Oversight Committee and the appointment of the Liquidating Trustee are consistent with interests of creditors and equity security holders and with public policy.

X. Based upon the record before the Court in these Bankruptcy Cases, the Debtors, the Committee, and the Ad Hoc Consortium of Noteholders, and each of their respective members, officers, directors, agents financial advisers, attorneys, employees and affiliates and representatives have acted in good faith within the meaning of the Bankruptcy Code section 1125(e) and are entitled to the protections afforded by Bankruptcy Code section 1125.

Y. The modifications contained in the Plan Supplement and in this Order constitute immaterial modifications allowed pursuant to 11 U.S.C. § 1127 and do not adversely and materially change the treatment of any claim or interest under the Plan.

IT IS ORDERED THAT:

1. The Disclosure Statement is approved on a final basis.
2. The Plan and the Liquidating Trust Agreement are approved and confirmed consistent with the terms set forth in this Order, and have satisfied all of the requirements of Chapter 11. If there is any conflict between the terms of the Plan and the exhibits thereto, and the terms of this Order, the terms of this Order shall control.
3. All Objections to confirmation of the Plan which have not been withdrawn are overruled.
4. The Plan is modified as follows:

- a. The following sentence is added to the end of Article II.C:

Upon the failure of the Debtors to make any payment due on an Allowed Priority Tax Claim in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, and such failure is not cured within thirty days of the mailing of a written notice of default by the taxing authority to the Debtors, the taxing authority may exercise all rights and remedies available under non-bankruptcy law for the collection of its unpaid claim and/or seek appropriate relief in the Bankruptcy Court.

- b. The following new Article IV.C-1 is added between Article IV.C and IV.D:

JPMorgan Chase Bank, N.A. (“Chase”) is the holder of an “other Secured Claim” pursuant to Article IV of the Plan arising from and related to a Letter of Credit Agreement dated as of September 19, 2010 among USO, United Solar Ovonic Corporation and Chase (as amended, the “Letter of Credit Agreement”). The Allowed Secured Claim of Chase is not impaired under the Plan and Chase is retaining under the Plan its legal, equitable and contractual rights in respect of such Claim. Notwithstanding any term or provision in the Plan to the contrary, including, but not limited to, Article V, F., thereof, (a) Chase shall continue to have all of the rights, Liens, Claims, encumbrances, and remedies granted to Chase under the (i) Letter of Credit Agreement, (ii) the Pledge of Deposit Account dated as of September 29, 2010 (the “Pledge Agreement”) and (iii) the Cash Management Order, including, but not limited to, a first lien and security interest in and upon the collateral pledged by the USO to, and held by, Chase in the USO Collateral Account (as defined in the Cash Management Order) or any substitute account and the proceeds thereof; and (b) Chase shall, at all times, continue to have the right to debit the USO Collateral Account or any substitute account for all sums due or to become due to Chase under the Letter of Credit Agreement and the Pledge Agreement, which rights survive confirmation of the Plan and any assignment of assets under the Plan. Upon expiration of the Letter of Credit Agreement or Pledge Agreement or expiration of an undrawn letter of credit, Chase shall release, and as appropriate return to the Liquidation Trust, all collateral, and execute documents reasonably requested by the Liquidation Trustee evidencing such release and return. Moreover, to the extent that Chase honors a draw on a letter of credit and is subsequently reimbursed (through payment of setoff) by the Debtors on account of such draw, Chase will assign to the Debtors any rights that Chase may have to reclaim or recover proceeds from the draw on the letter of credit.

- c. Article IV.E.2 is amendment and restated as follows:

Treatment: Subject to the occurrence of the Effective Date, each holder of an Allowed Warranty Claim shall receive from the Warranty Trust cash or, at the claimant's election, inventory in an amount not to exceed the Warranty Claimant Percentage Amount. For purpose of calculating the distribution amount, inventory will be valued at the orderly liquidation value of the inventory.

- d. Article V.D is amended and restated as follows:

Sale of Assets. Substantially all of the Assets of the Debtors shall be sold, free and clear of all Liens, Claims, encumbrances and Interests Whatsoever, whether known or unknown, except as agreed to by any purchaser (but not in violation of any applicable federal laws, regulations, funding agreements or patent waivers regarding restrictions on the transfer or sale of the assets, including without limitation, restrictions arising under 15 U.S.C. section 278n and 42 U.S.C. section 5908). Subject to the terms of this Plan, any and all Liens, Claims and encumbrances are deemed to attach to the proceeds of the sale of the purchased Assets with the same validity, priority, force and effect as such liens, Claims and encumbrances had on the purchased Assets prior to the Petition Date.

- e. The following sentence is added to the end of Article VI.B:

Until the Court enters its order determining the estimated aggregate Warranty Claims in accordance with the Scheduling Order Establishing Procedures for Estimating Debtors' Aggregate Warranty claims Liability In Connection with Warranty Claims Trust [Docket No. 822], the Liquidating Trustee will only make distributions to Class 3 and Class 4 claimants if such distribution is approved by the Bankruptcy Court after notice and opportunity for a hearing.

- f. The following is added to the end of Article VII.A:

Notwithstanding the foregoing, the executory contracts and unexpired leases designated by the Debtors on Exhibit 3 to the Plan Supplement and Amendment to the Second Amended Joint Plan of Liquidation of Energy Conversion Devices, Inc. and United Solar Ovonix LLC [Docket No. ____], together with any

additional executory contract identified by the Debtors by filing a Notice of Assumption prior to the Effective Date of the Plan (collectively, the “**Plan Assumed Contracts**”) will be assumed pursuant to Section 1123(b)(2) of the Bankruptcy Code by the Debtors upon the Effective Date of the Plan. The Debtors are authorized to assign any Plan Assumed Contract by filing a motion with the Bankruptcy Court to approve such assignment at any time prior to the closing of the Chapter 11 Cases, which assignment shall be governed by Section 365 of the Bankruptcy Code, and the Bankruptcy Court retains jurisdiction to decide such assignment motions.

- g. The following new Article X.B.5 is added:

The foregoing releases in Article X.B of the Plan shall not constitute a waiver or release of any claims or causes of action that the bankruptcy estate of Solar Integrated Technologies, Inc. (“SIT”) may have against SIT’s officers, directors and professionals or other persons with independent legal duties and obligation to SIT, whether or not such persons were also officers, directors or professionals of the Debtors. Moreover, the foregoing releases in Article X.B shall not enjoin the collection of any tax debts due to the State of Michigan by non-Debtors.

- h. Article X.D is amended and restated in its entirety as follows:

Assumption of D&O Insurance Policies. As of the Effective Date, the Debtors shall be deemed to have assumed and assigned to the Liquidation Trustee all of the Debtors’ unexpired directors’ and officers’ liability insurance policies pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the foregoing assumption of each of the unexpired directors’ and officers’ liability insurance policies. Notwithstanding anything to the contrary contained in the Plan, confirmation of the Plan shall not discharge, impair or otherwise modify any insurance coverage or indemnity obligations of the insurers assumed by the foregoing assumption as to the Debtors and as to Solar Integrated Technologies, Inc, if any, under the unexpired directors’ and officers’ liability insurance policies. Each such indemnity obligation will be deemed and treated as an executory contract that has been assumed by the Debtors under the Plan as to which no proof of claim need be filed.

5. The foregoing modifications to the Plan constitute a modification of the Plan within the meaning of 11 U.S.C. § 1127(a) and do not adversely change the treatment of any claim or any creditor and therefore, in accordance with Federal Rule of Bankruptcy Procedure 3019, the Plan is deemed accepted by all creditors who have previously accepted the Plan, and it is not necessary for the Plan or the modification to be re-noticed to creditors. As modified, the Plan meets the requirement of Sections 1122, 1123 and 1129 of the Bankruptcy Code.

6. Subject to any applicable provision of the Plan, and notwithstanding any otherwise applicable law, upon the Effective Date, the terms of the Plan and this Order are deemed binding upon the Debtors, the Committee, the Ad Hoc Consortium and any and all holders of Claims or Equity Interests regardless of whether such Claims or Equity Interests are allowed, disallowed, subordinated, equitably subordinated, contingent or impaired under the Plan or whether the holders of such Claims or Equity Interests accepted, rejected or are deemed to have accepted or rejected the Plan.

7. The classification of Claims and Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the ballots shall not be deemed to modify or otherwise affect the classification of such Claim under the Plan for distribution purposes.

8. Notwithstanding the entry of this Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction over these Bankruptcy Cases after the Effective Date to the greatest extent legally permissible, including, but not, limited to: (i) all matters set forth in Article VIII of the Plan, (ii) the timing and amount of any distribution under the Plan; and (iii) any and all other matters arising out of, or in any way related to, the Plan.

9. All release, injunctions, limitations of liability and exculpation provision in the Plan, including without limitation, those in Article X of the Plan, are fair and equitable and given for valuable consideration and are in the best interest of the Debtors and all parties in interest, and such provisions shall be effective and binding on all persons and entities, to the extent provided therein, and are incorporated in this Order as if set forth in full herein and are hereby approved in their entirety.

10. The designation of John Madden as the Liquidating Trustee, and the designation of Dwayne Moyers, Morgan Neff and Brad Walker as members of the Liquidation Trust Oversight Committee are hereby approved.

11. Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of any security under the Plan, or the making or deliver of any instrument of transfer under the Plan, including the sale, assignment or transfer of any asset, shall not be taxed under any law imposing a stamp tax or similar tax.

12. Only to the fullest extent provided by applicable law, neither the Debtors, Committee, Ad Hoc Consortium nor any of their respective members, officers, directors, employees, advisors, agents or Professionals shall have or incur any liability to any holder of a Claim for any action or omission in connection with, related to, or arising out of, the Bankruptcy Cases, the preparation or formulation of the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan, except for willful misconduct or gross negligence, and in all respects, the Debtors, the Committee, and the Ad Hoc Consortium and each of their respective members, officers, directors, employees, advisors, agents and Professionals shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, that nothing in the Plan shall, or shall be

deemed to, release or exculpate such parties with respect to their obligation or covenants arising pursuant to the Plan.

13. No just reason exists for the delay in implementation of this Order, This Order is a final and appealable order pursuant to Federal Rule of Bankruptcy Procedure 7054(a) and 9014.

14. The Debtors are directed to serve a notice of the entry of this Order and the deadlines and bar dates established under the Plan and this Order on all parties that received the Procedures Order within 10 days after the Effective Date

15. This Court shall reserve and retain jurisdiction to enforce the terms of this Confirmation Order.

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