

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re	:	Chapter 11
	:	
TECT AEROSPACE GROUP	:	Case No. 21-10670 (KBO)
HOLDINGS, INC., <i>et al.</i> ,	:	
	:	Jointly Administered
Debtors. ¹	:	
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JOINT CHAPTER 11 PLAN OF LIQUIDATION FOR
TECT AEROSPACE GROUP HOLDINGS, INC. AND ITS AFFILIATED DEBTORS

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Dated: January 21, 2022
Wilmington, Delaware

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors' mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.



TABLE OF CONTENTS

ARTICLE I DEFINED TERMS, RULES OF INTERPRETATION AND COMPUTATION OF TIME	1
A. Defined Terms	1
B. Rules of Interpretation and Computation of Time	12
ARTICLE II CLASSIFICATION OF CLAIMS AND INTERESTS	13
A. Unclassified Claims	13
B. Summary of Classes of Claims and Interests	13
C. Other Classification Provisions	14
ARTICLE III TREATMENT OF CLAIMS AND INTERESTS	15
A. Unclassified Claims	15
B. Classified Claims	17
C. Reservation of Rights Regarding Claims	20
D. Post-petition Interest on Claims	20
E. Insurance	20
ARTICLE IV MEANS FOR IMPLEMENTATION OF THE PLAN	20
A. Joint Chapter 11 Plan	20
B. Plan Settlement	20
C. Consolidation of the Debtors for Plan Purposes	22
D. Corporate Existence	23
E. Retained Causes of Action	23
F. Liquidation Trust	24
G. GUC Distribution Trust	29
H. No Revesting of Trust Assets	34
I. Exemption from Transfer Taxes	34
J. Preservation of Retained Causes of Action	34
K. Settlement of Claims and Controversies	35
L. Release of Liens	35
ARTICLE V TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	35
A. Treatment of Executory Contracts and Unexpired Leases Generally	35
B. Bar Date for Rejection Damages Claims	36
C. Amendment of the Assumed Contracts Schedule	36
D. Payments Related to the Assumption of Executory Contracts and Unexpired Leases	37
E. Insurance Policies and Agreements	37
ARTICLE VI PROVISIONS GOVERNING DISTRIBUTIONS	38
A. Distributions for Claims Allowed as of the Effective Date	38
B. Delivery of Distributions; Undeliverable or Unclaimed Distributions; Uneconomic Distributions	38

TABLE OF CONTENTS**(continued)**

	<u>Page</u>
C. Compensation and Reimbursement for Services Related to Distributions.....	40
D. Distribution Record Date	40
E. Means of Cash Payments	40
F. Timing and Calculation of Amounts to Be Distributed	41
G. Setoffs	42
H. Allocation of Payments	42
ARTICLE VII PROCEDURES FOR RESOLVING DISPUTED CLAIMS.....	42
A. Prosecution of Objections to Claims	42
B. Treatment of Disputed Claims	43
C. Distributions on Account of Disputed Claims Once Allowed	44
ARTICLE VIII CONDITIONS PRECEDENT TO THE EFFECTIVE DATE.....	44
A. Conditions to the Effective Date	44
B. Waiver of Conditions to the Effective Date	45
C. Effect of Vacatur of the Confirmation Order	45
D. Votes Solicited in Good Faith	45
ARTICLE IX EXCULPATION, RELEASES, AND INJUNCTION	45
A. Exculpation	45
B. Releases	46
C. Injunction	47
D. Term of Injunctions or Stays.....	48
ARTICLE X RETENTION OF JURISDICTION	48
ARTICLE XI MISCELLANEOUS PROVISIONS.....	50
A. Dissolution of the Creditors' Committee	50
B. Modification of the Plan	50
C. Revocation of the Plan	50
D. Inconsistency.....	51
E. Exhibits and Schedules	51
F. Severability	51
G. Successors and Assigns.....	51
H. Closing of Chapter 11 Cases	51
I. Service of Documents	52

Each of the Debtors proposes the following joint plan of liquidation pursuant to section 1121(a) of the Bankruptcy Code. Supplemental agreements and documents referenced in this Plan and the Disclosure Statement are available for review on both the Bankruptcy Court's docket and the Debtors' case information website: <http://www.kccllc.net/TECTAerospace>.

ARTICLE I

DEFINED TERMS, RULES OF INTERPRETATION AND COMPUTATION OF TIME

A. Defined Terms

As used in the Plan, capitalized terms have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1. **“Administrative Claim”** means a Claim for costs and expenses of administration allowed under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (ii) compensation for legal, financial advisory, accounting, and other services and reimbursement of expenses allowed under sections 330, 331 or 503 of the Bankruptcy Code, including Professional Fee Claims; (iii) Claims for the value of any goods received by the Debtors within 20 days before the Petition Date allowed in accordance with section 503(b)(9) of the Bankruptcy Code; and (iv) all U.S.T. Fees prior to the Effective Date.

2. **“Administrative Claims Bar Date”** means the date that is 30 days after the Effective Date.

3. **“Affiliate”** has the meaning set forth in section 101(2) of the Bankruptcy Code.

4. **“Allowed Claim”** means:

- a. a Claim that has been listed by a Debtor on its Schedules and not marked therein as disputed, contingent or unliquidated, and is not superseded by a Proof of Claim;
- b. a Claim (i) for which a Proof of Claim or request for payment of Administrative Claim (or similar request) has been Filed; and (ii) (a) to which no objection has been Filed by the applicable Claims Objection Bar Date and (b) that is not a Disputed Claim; or
- c. a Claim that is allowed (i) in any Claim Settlement; (ii) in any contract, instrument or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Bankruptcy Court; (iii) in a Final Order; or (iv) pursuant to the terms of the Plan.

5. “**Asset Sales**” means the sales of substantially all of the Debtors’ assets (i) with respect to the Debtors’ Everett, Washington business, to Wipro Givon USA, Inc. pursuant to that certain order [D.I. 313] of the Bankruptcy Court, and (ii) with respect to the Debtors’ Kansas business, to The Boeing Company and Central Kansas Aerospace Manufacturing, LLC pursuant to that certain order [D.I. 372] of the Bankruptcy Court.

6. “**Assumed Contracts Schedule**” means the schedule of Executory Contracts and Unexpired Leases to be assumed and assigned by the Debtors pursuant to the Plan and the Confirmation Order, which will be Filed as part of the Plan Supplement, as may be amended, modified, or supplemented from time to time in accordance with Article V.C and the Confirmation Order.

7. “**Avoidance Actions**” means any and all avoidance, recovery, or other causes of action or remedies that may be brought on behalf of the Debtors or the Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies under sections 544, 545, 547, 548, 549, 550, or 551 of the Bankruptcy Code, and other similar state law claims and causes of action, except any such actions that were sold pursuant to the Asset Sales.

8. “**Ballot**” means the form or forms distributed to each Holder of an impaired Claim entitled to vote on the Plan on which the Holder may indicate acceptance or rejection of the Plan.

9. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as in effect on the Petition Date or thereafter amended with retroactive applicability to the Chapter 11 Cases.

10. “**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under 28 U.S.C. § 157, the unit of the District Court having jurisdiction over the Chapter 11 Cases under 28 U.S.C. § 151.

11. “**Bankruptcy Rules**” means, collectively, the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, each as amended from time to time.

12. “**Bar Date**” means the applicable deadline by which a Proof of Claim or a request for allowance and/or payment of an Administrative Claim must be or must have been Filed, as established by an order of the Bankruptcy Court.

13. “**Bar Date Order**” means the order of the Bankruptcy Court [D.I. 246] establishing certain Bar Dates.

14. “**Boeing**” means, collectively, The Boeing Company and its direct or indirect Affiliates, including but not limited to Central Kansas Aerospace Manufacturing, LLC.

15. **“Business Day”** means any day, other than a Saturday, Sunday, “legal holiday” (as defined in Bankruptcy Rule 9006(a)), and any date on which the Bankruptcy Court is closed by law or order.

16. **“Cash”** means legal tender of the United States of America and equivalents thereof.

17. **“Cash Investment Yield”** means the net yield earned by the applicable Disbursing Agent from the investment of Cash, if any, pending distribution pursuant to the Plan. Any such investment will be in a manner consistent with the Debtors’ investment and deposit guidelines and Article VI.C.2. Net yield means the cash yield net of any investment expenses and taxes payable thereon.

18. **“Causes of Action”** means all Claims, rights, obligations, suits, judgments, damages, demands, debts, rights, defense, offset, controversy, and causes of action and liabilities, arising on, prior to or after the Petition Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, including Avoidance Actions, asserted, or which may be asserted, by or on behalf of any of the Debtors and/or the Estates, which are or may be pending on the Effective Date or prosecuted thereafter against any Entity, based in law or equity, including, without limitation, under the Bankruptcy Code, whether direct, indirect, derivative or otherwise and whether asserted or unasserted as of the Confirmation Date.

19. **“Chapter 11 Cases”** means the jointly administered cases of the Debtors under chapter 11 of the Bankruptcy Code styled *In re TECT Aerospace Group Holdings, Inc., et al.*, Case No. 21-10670 (KBO) (Bankr. D. Del.).

20. **“Claim”** has the meaning set forth in section 101(5) of the Bankruptcy Code.

21. **“Claims Objection Bar Date”** means the first Business Day that is 180 days after the Effective Date or such later date as may be permitted pursuant to an order of the Bankruptcy Court.

22. **“Claim Settlement”** means any stipulation of the allowance, amount, priority, or Class of a Claim executed by, or on behalf of (a) the Debtors and the applicable Holder and, prior to the Effective Date, approved or authorized by an order of the Bankruptcy Court, (b) the Liquidation Trustee and the applicable Holder if the Claim is not a Class 4 Claim, or (c) the GUC Distribution Trustee and the applicable Holder if the Claim is a Class 4 Claim.

23. **“Class”** means a group of Claims or Interests classified pursuant to Article II.

24. **“Confirmation”** means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

25. **“Confirmation Date”** means the date on which the Bankruptcy Court enters the Confirmation Order on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

26. **“Confirmation Hearing”** means the hearing held by the Bankruptcy Court regarding Confirmation of the Plan, as such hearing may be continued from time to time.

27. **“Confirmation Order”** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

28. **“Creditors’ Committee”** means the official committee of unsecured creditors of the Debtors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as the same may be constituted from time to time. The Creditors’ Committee’s initial appointment is reflected at D.I. 76.

29. **“Cure Claim”** means a Claim based on a Debtor’s defaults pursuant to an Executory Contract or Unexpired Lease at the time the Debtors assume that contract or lease under section 365 of the Bankruptcy Code.

30. **“Debtors”** means, collectively, the above-captioned debtors and debtors in possession identified on the cover page to the Plan.

31. **“DIP Claims”** means any Claim held by a DIP Lender derived from, based on, relating to or arising from the DIP Credit Agreement, including any post-petition interest thereon.

32. **“DIP Credit Agreement”** means that certain *Superpriority Secured Debtor-in-Possession Credit Agreement*, dated April 5, 2021, by and among The Boeing Company, as lender and as agent, and each of the Debtors, either as borrower or guarantor, as applicable, as may be amended from time to time. The DIP Credit Agreement, as amended, was approved by the Bankruptcy Court pursuant to the DIP Order.

33. **“DIP Lenders”** means the lenders from time to time party to the DIP Credit Agreement. Boeing is the initial DIP Lender.

34. **“DIP Order”** means D.I. 174, as may be amended from time to time.

35. **“Disbursing Agent”** means the Liquidation Trustee or the GUC Distribution Trustee, as applicable, each in its capacity as disbursing agent pursuant to Article VI.B, or any Third Party Disbursing Agent (acting at the direction of the Liquidation Trustee or GUC Distribution Trustee, as applicable).

36. **“Disclosure Statement”** means the disclosure statement (including all exhibits and schedules thereto or referenced therein) that relates to the Plan, as the same may be amended, modified or supplemented.

37. **“Disputed Claim”** means

- a. a Claim that is listed on the Schedules as either disputed, contingent or unliquidated, whether or not a Proof of Claim has been Filed;

- b. a Claim that is listed on the Schedules as neither disputed, contingent, nor unliquidated, but the nature or amount of the Filed Proof of Claim varies from the nature or amount of the Claim identified on the Schedules;
- c. a Claim as to which the applicable Debtor, the Liquidation Trustee or the GUC Distribution Trustee, or, prior to the Confirmation Date, any other party in interest, has Filed an objection prior to the applicable Claims Objection Bar Date if such objection has not been withdrawn or denied by a Final Order;
- d. a Claim for which a Proof of Claim or request for an Administrative Claim is required to be Filed under the Plan or other order of the Bankruptcy Court and no such Proof of Claim or request is or was timely Filed; or
- e. any Claim held by a Non-Released Party.

38. **“Disputed Claim Reserve”** means a reserve fund established pursuant to Article VII.B of this Plan.

39. **“Dissolution Transaction”** means any of the transactions contemplated in Article IV.D and any other transactions that the Liquidation Trustee determines to be necessary or appropriate to implement the terms of this Plan.

40. **“Distribution”** means one or more payments or distributions under the Plan of Cash, notes, interests or other property, as applicable, to the Holders of Allowed Claims.

41. **“Distribution Record Date”** means the Confirmation Date.

42. **“Effective Date”** means the earliest possible date, as determined by the Debtors, with the consent of the other Settling Parties, that is a Business Day on or after the date on which all conditions to the effective date in Article VIII.A have been met or waived pursuant to Article VIII.B.

43. **“Entity”** means an individual, corporation, partnership, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization or government or any political subdivision thereof, or other person or entity.

44. **“Estate”** means, as to each Debtor, the estate created for that Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

45. **“Exculpated Parties”** means, collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Creditors’ Committee and its members; and (c) with respect to each of the foregoing, such Entities’ Representatives; *provided, however*, that the Non-Released Parties shall not be Exculpated Parties.

46. **“Executory Contract and Unexpired Lease”** and **“Executory Contract or Unexpired Lease”** mean a contract or lease to which one or more of the Debtors is a party that is

subject to assumption, assumption and assignment or rejection under section 365 of the Bankruptcy Code and the Confirmation Order.

47. **“Federal Judgment Rate”** means the federal judgment rate in effect as of the Petition Date, compounded annually.

48. **“File,” “Filed,” or “Filing”** means file, filed or filing with the Bankruptcy Court or its authorized designees, including the Bankruptcy Court-appointed claims agent, in the Chapter 11 Cases.

49. **“Final Order”** means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction that has been entered on the docket in any Chapter 11 Case or the docket of any other court of competent jurisdiction, and has not been reversed, stayed, modified or amended, and as to which (a) the time to appeal or seek certiorari or move for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing has been timely taken, or (b) any appeal that has been taken or any petition for certiorari that has been filed timely has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing will have been denied.

50. **“General Unsecured Claim”** means any unsecured Claim that is not a(n) Cure Claim, Administrative Claim, Priority Tax Claim, Priority Claim, DIP Claim, Prepetition Credit Agreement Claim, or Intercompany Claim.

51. **“Governmental Unit”** has the meaning set forth in section 101(27) of the Bankruptcy Code.

52. **“GUC Claims Determination Fund”** means the unused portion of a \$200,000 budget for reconciliation of Claims transferred to the GUC Distribution Trust on the Effective Date; *provided* that, pursuant to the Plan Settlement, the amount funded to the GUC Distribution Trust on the Effective Date must be no less than \$100,000.

53. **“GUC Distributable Assets”** means the GUC Distribution Trust Assets, less any GUC Distribution Trust Expenses.

54. **“GUC Distribution Trust”** means the trust established pursuant to Article IV.G, among other things, to manage the GUC Distribution Trust Assets and to make distributions on account of Allowed Claims in accordance with the Plan.

55. **“GUC Distribution Trust Agreement”** means the trust agreement, to be dated as of, or prior to, the Effective Date, between the Debtors and the GUC Distribution Trustee, governing the GUC Distribution Trust, the form of which will be filed with the Plan Supplement.

56. **“GUC Distribution Trust Assets”** means the Initial GUC Cash Distribution, the GUC Claims Determination Fund, and the GUC Litigation Recovery.

57. **“GUC Distribution Trust Beneficiaries”** means the Holders of Allowed Claims in Class 4 and Class 5.

58. **“GUC Distribution Trust Board”** means the governing body of the GUC Distribution Trust to be appointed in accordance with Article IV.G.3 and the GUC Distribution Trust Agreement.

59. **“GUC Distribution Trust Expenses”** means any and all reasonable fees, costs and expenses incurred by the GUC Distribution Trust, the GUC Distribution Trustee (or any Third Party Disbursing Agent or any professional or other Entity retained by the GUC Distribution Trustee), or the GUC Distribution Trust Board on or after the Effective Date in connection with any of their duties under the Plan and the GUC Distribution Trust Agreement, including any attorneys’ fees and expenses, insurance fees, taxes and escrow expenses, subject in each case to the provisions of Article IV.G and the terms of the GUC Distribution Trust Agreement; *provided, however*, that GUC Distribution Trust Expenses shall not include any (i) reasonable compensation earned by the GUC Distribution Trustee in its capacity as such, which shall be paid by the Liquidation Trust, and (ii) up to \$25,000 of reasonable fees or expenses incurred by the GUC Distribution Trust, the GUC Distribution Trustee and/or a Third Party Disbursing Agent in connection with making Distributions to the Holders of Allowed Claims in Classes 4 and 5 on account of such Claims, which shall be paid by the Liquidation Trust until Class 3 Claims are satisfied.

60. **“GUC Distribution Trustee”** means the natural person appointed pursuant to Article IV.G.2 to act as trustee of the GUC Distribution Trust in accordance with the terms of the Plan, the Confirmation Order and the GUC Distribution Trust Agreement, or any successor appointed in accordance with the terms of the Plan and the GUC Distribution Trust Agreement. The initial GUC Distribution Trustee will be Shaun Martin.

61. **“GUC Litigation Recovery”** has the meaning given to it in Article IV.B.2.

62. **“GUC Litigation Recovery Participation”** has the meaning given to it in Article IV.B.2.

63. **“Holder”** means an Entity holding a Claim against, or an Interest in, a Debtor, as the context requires.

64. **“Impaired”** means, with respect to a Claim, Interest, or Class of Claims or Interests, “impaired” within the meaning of section 1124 of the Bankruptcy Code.

65. **“Initial GUC Cash Distribution”** means \$350,000 to be transferred to the GUC Distribution Trust on the Effective Date.

66. **“Insurance Policies”** means, collectively, all insurance policies, issued at any time, under which a Debtor is an insured party (including all related agreements, documents, and instruments).

67. **“Insurer”** means any company or other entity that issued or entered into an Insurance Policy (including, for the avoidance of doubt, any third party administrator for claims covered by any Insurance Policies or any self-insurance) and any respective predecessors and/or affiliates thereof.

68. **“Intercompany Claim”** means any Claim against any Debtor by another Debtor.
69. **“Interest”** means equity security (as defined in section 101(16) of the Bankruptcy Code) of a Debtor, including all shares, common stock, preferred stock, or other instrument evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable, and any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the Debtors, whether fully vested or vesting in the future, including, without limitation, equity or equity-based incentives, grants, or other instruments issued, granted or promised to be granted to current or former employees, directors, officers, or contractors of the Debtors, to acquire any such interests in the Debtors that existed immediately before the Effective Date.
70. **“Internal Revenue Code”** means the Internal Revenue Code of 1986, as amended.
71. **“IRS”** means the Internal Revenue Service of the United States of America.
72. **“Lien”** has the meaning set forth in section 101(37) of the Bankruptcy Code.
73. **“Liquidation Trust”** means the trust established pursuant to Article IV.F, among other things, to manage the Liquidation Trust Assets and make distributions on account of Allowed Claims pursuant to the terms of the Plan and the Liquidation Trust Agreement.
74. **“Liquidation Trust Agreement”** means the trust agreement, to be dated as of, or prior to, the Effective Date, between the Debtors and the Liquidation Trustee, governing the Liquidation Trust, the form of which will be filed with the Plan Supplement, as it may be amended from time to time in accordance with its terms.
75. **“Liquidation Trust Assets”** means, collectively, all assets of the Debtors’ Estates as of the Effective Date other than the GUC Distribution Trust Assets, including, without limitation, the following: (a) the Debtors’ books and records; (b) all Retained Causes of Action; (c) any proceeds under any Insurance Policy if and when payable to the Debtors; (d) any remaining funds in the Professional Fee Reserve Account after satisfaction of all Allowed Professional Fee Claims; (e) any tax refunds to which any of the Debtors may be entitled on or after the Effective Date; (f) any remaining funds in the Cure Cost Fund (as defined in D.I. 372); (g) any amounts remaining from the Wind-Down Funds (as defined in the DIP Order); (h) any amounts remaining in the 503(b)(9) Escrow (as defined in the DIP Order) after satisfaction of, or reserve for, all applicable Allowed Administrative Claims; (i) any amounts remaining in the Healthcare Escrow (as defined in the DIP Order), if applicable, after satisfaction or, or reserve for, all Administrative Health Care Claims (as defined in the DIP Order); (j) any amounts drawn by the Debtors pursuant to the DIP Order prior to the Effective Date in respect of satisfying Administrative Claims, Priority Tax Claims, Priority Claims, and Other Secured Claims; and (k) any other assets and properties acquired by the Liquidation Trust on or after the Effective Date.
76. **“Liquidation Trust Beneficiaries”** means the Holders of Class 3 Claims.
77. **“Liquidation Trust Board”** means the governing body of the Liquidation Trust to be appointed in accordance with Article IV.F.3 and the Liquidation Trust Agreement.

78. **“Liquidation Trust Expenses”** means any and all reasonable (i) fees, costs and expenses incurred by the Liquidation Trust, the Liquidation Trustee (or any Third Party Disbursing Agent or any professional or other Entity retained by the Liquidation Trustee), on or after the Effective Date in connection with any of their duties under the Plan and the Liquidation Trust Agreement, including any administrative fees, attorneys’ fees and expenses, insurance fees, taxes and escrow expenses, (ii) compensation earned by the GUC Distribution Trustee in its capacity as such, and (iii) up to \$25,000 of fees or expenses incurred by the GUC Distribution Trust, the GUC Distribution Trustee and/or a Third Party Disbursing Agent in connection with making Distributions to the Holders of Allowed Claims in Classes 4 and 5 on account of such Claims until Class 3 Claims are satisfied.

79. **“Liquidation Trustee”** means the natural person appointed pursuant to Article IV.F.2 to act as trustee of the Liquidation Trust in accordance with the terms of the Plan, the Confirmation Order and the Liquidation Trust Agreement, or any successor appointed in accordance with the terms of the Plan and the Liquidation Trust Agreement. The initial Liquidation Trustee will be Shaun Martin.

80. **“Litigation Cost Reserve”** means \$300,000 reserved by the Liquidation Trust for the anticipated out-of-pocket expenses in connection with prosecuting the Retained Causes of Action against the Non-Released Parties.

81. **“Litigation Recovery Split”** has the meaning given to it in Article IV.B.2.

82. **“LT Distributable Assets”** means the remaining Liquidation Trust Assets that are liquidated to Cash after (i) satisfaction of or reserve for all Allowed Administrative Claims, Priority Tax Claims, Priority Claims, Other Secured Claims, and Professional Fee Claims, (ii) payment of Liquidation Trust Expenses, and (iii) satisfaction of or reserve for any payments that are then required to be made to the GUC Distribution Trust on account of the Litigation Recovery Split.

83. **“Non-Debtor Subsidiaries”** means TECT Support Services UK Limited and TECT Aerospace Components SRL de Cv.

84. **“Non-Released Parties”** means (i) the Debtors’ current and former non-Debtor Affiliates, (ii) any “insider” (as defined in 11 U.S.C. § 101(31)) of the Debtors, (iii) the Debtors’ current and former directors, managers, officers, control persons, equity holders (regardless of whether the Interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, managed accounts or funds, management companies, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and (iv) any individuals identified in the Plan Supplement as a Non-Released Party; *provided, however*, that the following parties shall not be included within “Non-Released Parties”: (a) the Debtors; (b) Jean King, in her capacity as a director of the Debtors; (c) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (d) any professional retained by the Debtors by order of the Bankruptcy Court in the Chapter 11 Cases.

85. “**Objection Deadline**” means the date set by the Bankruptcy Court by which objections to the confirmation of the Plan must be Filed.

86. “**Other Secured Claim**” means a Claim, other than a DIP Claim or Prepetition Credit Agreement Claim, that is secured by a Lien on property in which the Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Holder’s interest in the Estates’ interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to sections 506(a) of the Bankruptcy Code.

87. “**Petition Date**” means April 5, 2021, the date on which the Debtors commenced the Chapter 11 Cases.

88. “**Plan**” means this joint chapter 11 plan of liquidation for the Debtors and all exhibits or documents related to the Plan, including the Plan Supplement, as the same may be amended, modified or supplemented.

89. “**Plan Settlement**” has the meaning given to it in Article IV.B. Certain aspects of the Plan Settlement are summarized in Article IV.B. The Plan Settlement is set forth in full in the Plan Settlement Term Sheet.

90. “**Plan Settlement Term Sheet**” means that certain *TECT Plan Term Sheet* between the Settling Parties, a copy of which is attached to the Disclosure Statement as **Exhibit D**.

91. “**Plan Supplement**” means the compilation of documents containing (i) information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (ii) the Liquidation Trust Agreement; (iii) the GUC Distribution Trust Agreement; (iv) the schedule of Retained Causes of Action; (v) the schedule of additional Non-Released Parties; (vi) the Assumed Contracts Schedule; (vii) the identities of and any compensation for (a) the Liquidation Trustee and (b) the members of the Liquidation Trust Board; (viii) the identities of and any compensation for (a) the GUC Distribution Trustee and (b) the members of the GUC Distribution Trust Board, as each document may be amended from time to time; and (ix) any amended or amended and restated organizational documents of the Debtors; *provided that*, pursuant to the Plan Settlement, each document in the Plan Supplement, and any amendments thereof, shall be reasonably acceptable to each of the Settling Parties and consistent with the Plan Settlement Term Sheet.

92. “**Prepetition Credit Agreement**” means that certain *Revolving Credit, Term Loan and Security Agreement*, dated as of June 27, 2017, as amended, supplemented or otherwise modified from time to time, by and among PNC Bank, National Association, as lender and as agent, and Debtors TECT Aerospace, LLC, TECT Hypervelocity, Inc., TECT Aerospace Wellington Inc., and Sun Country Holdings, LLC, as Borrowers, and TECT Aerospace Holdings, LLC and TECT Aerospace Kansas Holdings, LLC, as Guarantors.

93. “**Prepetition Credit Agreement Claims**” means any Claim held by a Prepetition Lender derived from, based on, relating to or arising from the Prepetition Credit Agreement, including any pre-petition and post-petition interest thereon.

94. **“Prepetition Lenders”** means the lenders from time to time party to the Prepetition Credit Agreement. As of the Petition Date, Boeing is the Prepetition Lender.

95. **“Priority Claim”** means a Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code that is not an Administrative Claim or a Priority Tax Claim.

96. **“Priority Tax Claim”** means a Claim that is entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code.

97. **“Pro Rata”** means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims within that Class or to the aggregate amount of Allowed Claims in multiple Classes, as applicable.

98. **“Professional”** means any professional employed in the Chapter 11 Cases pursuant to sections 327, 328 or 1103 of the Bankruptcy Code or any professional or other Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code; *provided, however*, that this term does not include any professionals retained by the Debtors pursuant to the *Order Authorizing Employment and Payment of Professionals Utilized in Ordinary Course of Business* [D.I. 133].

99. **“Professional Fee Claim”** means any Administrative Claim for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals on or after the Petition Date through and including the Effective Date.

100. **“Professional Fee Reserve Account”** means the segregated account established for the sole purpose of paying unpaid Allowed Professional Fee Claims, which has been and will continue to be funded prior to the Effective Date according to the budget provided in accordance with the DIP Order and the Professionals’ estimates provided pursuant to Article III.A.1.d.

101. **“Proof of Claim”** means a proof of Claim form Filed against any of the Debtors in the Chapter 11 Cases.

102. **“Released Parties”** means collectively, and in each case, in their respective capacities as such (a) the Prepetition Lenders; (b) the DIP Lenders; (c) Boeing; (d) the Creditors’ Committee and the members of the Creditors’ Committee solely in their capacities as such, and not individually; (e) with respect to (a) through (d), those Entities’ Representatives; (f) the Debtors; (g) Jean King, in her capacity as a director of the Debtors; (h) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (i) the Debtors’ Representatives who served in that capacity on or after the Petition Date; *provided, however*, that the Released Parties shall not include the Non-Released Parties.

103. **“Releasing Parties”** means collectively, and in each case, in their respective capacities as such, (a) the Released Parties; (b) all Holders of Claims who vote to accept this Plan; and (c) with respect to each Entity in clauses (a) through (b), each Entity’s Representatives.

104. **“Representatives”** means, with respect to any person or Entity, any current and former subsidiaries, officers, directors, managers, principals, members, agents, advisory board

members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives and other professionals of such person or Entity.

105. **“Retained Causes of Action”** means all Causes of Action to be retained by the Debtors and, on the Effective Date, vest in the Liquidation Trust. For the avoidance of doubt, the Retained Causes of Action do not include the Causes of Action sold pursuant to the Asset Sales.

106. **“Schedules”** means the Debtors’ schedules of assets and liabilities and the statements of financial affairs Filed in the Chapter 11 Cases, as the same may have been or may be amended, restated, modified, or supplemented.

107. **“SEC”** means the Securities and Exchange Commission.

108. **“Settling Parties”** means the Debtors, the Creditors’ Committee, and Boeing.

109. **“Subsidiary Debtors”** means each Debtor other than TECT Parent.

110. **“TECT Parent”** means Debtor TECT Aerospace Group Holdings, Inc.

111. **“Third Party Disbursing Agent”** means an Entity engaged by the Liquidation Trustee or the GUC Distribution Trustee to act as a Disbursing Agent pursuant to Article VI.B.

112. **“Trustees”** means the Liquidation Trustee and GUC Distribution Trustee.

113. **“Trusts”** means the Liquidation Trust and GUC Distribution Trust.

114. **“Trust Agreements”** means the Liquidation Trust Agreement and GUC Distribution Trust Agreement.

115. **“Unimpaired”** means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of section 1124 of the Bankruptcy Code.

116. **“U.S. Trustee”** means the Office of the United States Trustee for the District of Delaware.

117. **“U.S.T. Fees”** means all fees due and payable pursuant to 28 U.S.C. § 1930.

B. Rules of Interpretation and Computation of Time

1. Rules of Interpretation

For purposes of the Plan, unless otherwise provided herein (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) unless otherwise provided in the Plan, any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or exhibit Filed or to be Filed means such document or exhibit, as it may have been or may be

amended, modified or supplemented pursuant to the Plan or Confirmation Order; (d) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (e) all references in the Plan to Sections, Articles and exhibits are references to Sections, Articles and exhibits of or to the Plan unless otherwise noted; (f) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (g) the words "includes" or "including" are not limiting; (h) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (i) unless otherwise specified, references in the Plan to "D.I." refer to entries on the Chapter 11 Cases' jointly administered docket; (j) subject to the provisions of any contract, certificate of incorporation, by-laws, or similar constituent document, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the rights and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules, and, to the extent applicable, the laws of the State of Delaware; and (k) the rules of construction set forth in section 102 of the Bankruptcy Code will apply.

2. Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

A. Unclassified Claims

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, including Professional Fee Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests identified herein.

B. Summary of Classes of Claims and Interests

Claims and Interests are placed in Classes as follows:

Class	Description	Treatment	Entitled to Vote
Class 1	Priority Claims	Unimpaired	No (presumed to accept)
Class 2	Other Secured Claims	Unimpaired	No (presumed to accept)
Class 3	Prepetition Credit Agreement Claims and DIP Claims	Impaired	Yes
Class 4	General Unsecured Claims	Impaired	Yes

Class	Description	Treatment	Entitled to Vote
Class 5	Non-Released Party General Unsecured Claims	Impaired	Yes
Class 6	Intercompany Claims	Impaired	No (presumed to accept)
Class 7	Debtor Interests	Impaired	No (deemed to reject)

A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Interest qualifies within the description of such other Classes.

C. Other Classification Provisions

1. Classification in General

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided* that a Claim is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim in that Class and that Claim has not been satisfied, released, or otherwise settled prior to the Effective Date.

2. Formation of Debtor Groups for Convenience Only

This Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and Plan Distributions to be made in respect of Claims against and Interests in the Debtors under this Plan. Except as provided in Article IV.C, those groupings do not affect each Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets.

3. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan affects the rights of the Debtors, the Liquidation Trustee, or the GUC Distribution Trustee, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any Unimpaired Claims.

4. Elimination of Vacant Classes

Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the

Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

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

If a Class contains Claims eligible to vote and no holders of Claims eligible to vote in that Class vote to accept or reject the Plan, the Debtors will request the Bankruptcy Court at the Confirmation Hearing to deem the Plan accepted by the holders of the Claims in that Class.

6. Confirmation Pursuant to Section 1129(a)(10) and (b) of the Bankruptcy Code

The Debtors will seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XI.B to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render that Class Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE III

TREATMENT OF CLAIMS AND INTERESTS

A. Unclassified Claims

1. Administrative Claims

a. Bar Date for Administrative Claims

Except with respect to Professional Fee Claims or otherwise as set forth in this Plan, the Confirmation Order or in the Bar Date Order, Holders of Administrative Claims arising between the Petition Date and the Effective Date must File Administrative Claims by the Administrative Claims Bar Date and pursuant to the procedures specified in the Confirmation Order. Notwithstanding anything to the contrary in any request for allowance and/or payment of an Administrative Claim or other document, any objections to Administrative Claims may be Filed by no later than the Claims Objection Bar Date.

Holders of Administrative Claims that must File and serve a request for payment of such Administrative Claims and fail to File such a request by the applicable Bar Date or as otherwise set forth in this Plan, will be forever barred from asserting such Administrative Claims against the Debtors, the Liquidation Trust, the GUC Distribution Trust, or their respective property, and such Administrative Claims will be deemed discharged as of the Effective Date.

b. Treatment of Administrative Claims in General

Except as specified in this Article, and subject to the Bar Date provisions herein, unless (1) otherwise agreed by the Holder of an Administrative Claim and the Debtors or the

Liquidation Trustee, as applicable, or (2) an order of the Bankruptcy Court provides otherwise, each Holder of an Allowed Administrative Claim will receive, in full satisfaction of its Administrative Claim, Cash equal to the full unpaid amount of its Allowed Administrative Claim from the Liquidation Trust. At its option, the Liquidation Trustee will pay an Allowed Administrative Claim (i) in the ordinary course of business or (ii) on the latest to occur of (A) the Effective Date (or as soon as reasonably practicable thereafter), (B) the date the Administrative Claim becomes an Allowed Administrative Claim (or as soon as reasonably practicable thereafter) and (C) such other date as may be agreed on by the Liquidation Trustee and the Holder of the Administrative Claim.

c. Statutory Fees

On or prior to the Effective Date, the Debtors will pay all outstanding U.S.T. Fees that are due and payable. After the Effective Date, the Liquidation Trust will pay all U.S.T. Fees as they come due. The Liquidation Trust will remain obligated to pay U.S.T. Fees for each Debtor until that particular Debtor's case is closed. In the event that the Liquidation Trust does not have sufficient funds to pay the U.S.T. Fees in a particular quarter, Boeing shall be obligated to pay the U.S.T. Fees for each Debtor; *provided* that Boeing's Class 3 Claim will be increased by the amount of any such payments. For the avoidance of doubt, U.S.T. Fees shall not be subject to any Bar Date.

d. Professional Fee Claims

i. Final Fee Applications and Payment of Professional Fee Claims. To the extent required by an order of the Bankruptcy Court, Professionals must file all final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Effective Date no later than 45 days after the Effective Date. Once approved for payment by a Final Order, the Liquidation Trustee will pay Allowed Professional Fee Claims from amounts held in the Professional Fee Reserve Account.

ii. Allocation and Estimation of Professional Fee Claims. All Professionals will reasonably estimate their unpaid Professional Fee Claims as of the Effective Date, and must deliver their estimates to the Debtors no later than three days prior to the Effective Date.

iii. Professional Fee Reserve Account. When the Debtors or Liquidation Trustee have satisfied all Allowed Professional Fee Claims in full, the Debtors or Liquidation Trustee, as applicable, will distribute any remaining amount in the Professional Fee Reserve Account to the Liquidation Trust. For the avoidance of doubt, prior to the satisfaction of all Allowed Professional Fee Claims, the Professional Fee Reserve Account shall not constitute property of the Debtors' Estates or property of the Liquidation Trust, and the amounts therein shall be held for the benefit of the Professionals.

2. Priority Tax Claims

a. Payment of Priority Tax Claims

Unless otherwise agreed by the Holder of a Priority Tax Claim and the Debtors or the Liquidation Trustee, each Holder of an Allowed Priority Tax Claim, at the option of the Debtors or Liquidation Trustee, will receive, in full satisfaction of its Allowed Priority Tax Claim either (a) Cash equal to the amount of such Allowed Priority Tax Claim paid from the Debtors or the Liquidation Trust, as applicable (i) on the Effective Date or (ii) if the Priority Tax Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim; or (b) Cash in the aggregate amount of such Allowed Priority Tax Claim payable in annual equal installments commencing on the later of (i) the Effective Date (or as soon as reasonably practicable thereafter) and (ii) the date such Priority Tax Claim becomes an Allowed Priority Tax Claim (or as soon as practicable thereafter) and ending no later than five years after the Petition Date. To the extent the Holder of an Allowed Priority Tax Claim is not paid in the ordinary course of business, payment of the Allowed Priority Tax Claim shall include interest through the date of payment at the applicable state statutory rate, as set forth in sections 506(b), 511, and 1129 of the Bankruptcy Code.

b. Penalty Claims

Notwithstanding the provisions of Article III.A.2.a, any Claim on account of any penalty arising with respect to or in connection with an Allowed Priority Tax Claim that does not compensate the Holder for actual pecuniary loss will be treated as a Class 4 Claim, and the Holder (other than as the Holder of a Class 4 Claim) may not assess or attempt to collect such penalty from the Debtors, the Liquidation Trust, the GUC Distribution Trust, the Estates or their respective property.

B. Classified Claims

1. Class 1 Claims (Priority Claims)

- a. **Composition:** Class 1 consists of Priority Claims.
- b. **Treatment:** Class 1 is Unimpaired. On the later of the Effective Date and the date on which the Priority Claim is Allowed, unless otherwise agreed by the Holder of an Allowed Class 1 Claim and the Liquidation Trustee, each Holder of an Allowed Class 1 Claim will receive Cash in an amount equal to such Allowed Priority Claim from the Liquidation Trust.
- c. **Voting:** The Holders of Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Priority Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 Claims (Other Secured Claims)

- a. **Composition:** Class 2 consists of Other Secured Claims.

- b. **Treatment:** Class 2 is Unimpaired. In full satisfaction of an Allowed Other Secured Claim, on the later of the Effective Date and the date on which the Other Secured Claim is Allowed, each Holder of an Allowed Other Secured Claim will receive, from the Liquidation Trust and at the sole and exclusive option of the Liquidation Trustee, (a) Cash equal to the amount of such Claim; (b) the collateral securing such Claim; (c) to the extent applicable, the same treatment as Priority Tax Claims receive under Article III.A.2, as permitted under section 1129(a)(9)(D) of the Bankruptcy Code; or (d) other satisfaction of the Allowed Other Secured Claim as may be agreed on by the Liquidation Trustee and the applicable Holder.
- c. **Voting:** The Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 Claims (Prepetition Credit Agreement Claims and DIP Claims)

- a. **Composition:** Class 3 consists of Prepetition Credit Agreement Claims and DIP Claims. Boeing is the sole Holder of Class 3 Claims.
- b. **Treatment:** Class 3 is Impaired. Pursuant to the Plan and the DIP Order, Boeing will have Allowed Class 3 Claims in the aggregate amount of \$12,359,018.88 as of the date of the Plan.² Boeing will receive, on account of its Class 3 Claims, any LT Distributable Assets. For the avoidance of doubt, (i) pursuant to the Plan and the DIP Order Boeing's Class 3 Claims will not be subject to, among other things, challenge, objection, recharacterization, or subordination, and (ii) any Class 4 Claims held by Boeing will be entitled to the treatment provided to Allowed Class 4 Claims.
- c. **Voting:** Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 Claims (General Unsecured Claims)

- a. **Composition:** Class 4 consists of General Unsecured Claims, other than General Unsecured Claims held by the Non-Released Parties.
- b. **Treatment:** Class 4 is Impaired. Each Holder of an Allowed Class 4 General Unsecured Claim will receive its Pro Rata share of the GUC Distributable Assets; *provided* that, pursuant to the Plan Settlement, any Class 4 Claims held by Boeing will not share in any Distributions in

² Pursuant to the DIP Order, Boeing's Class 3 Claims are reduced from time to time by payments from the Debtors and increased from time to time by additional advances. The Plan Supplement will disclose the updated Allowed amount of Boeing's Class 3 Claims as of the date of the Plan Supplement.

respect of the Initial GUC Cash Distribution. Solely in the event that there are sufficient GUC Distributable Assets to pay the full amount of all Allowed Class 4 and Class 5 Claims as of the Petition Date, the Holders of such Allowed Claims shall also be paid their Pro Rata share of the remaining GUC Distributable Assets in respect of interest accruing at the Federal Judgment Rate from the Petition Date to the date payment is made.

- c. **Voting:** Holders of Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 Claims (Non-Released Party General Unsecured Claims)

- a. **Composition:** Class 5 consists of General Unsecured Claims held by the Non-Released Parties.
- b. **Treatment:** Class 5 is Impaired. Each Holder of an Allowed Class 5 Claim will receive its Pro Rata share of the GUC Distributable Assets. Solely in the event that there are sufficient GUC Distributable Assets to pay the full amount of all Allowed Class 4 and Class 5 Claims as of the Petition Date, the Holders of such Allowed Claims shall also be paid their Pro Rata share of the remaining GUC Distributable Assets in respect of interest accruing at the Federal Judgment Rate from the Petition Date to the date payment is made.
- c. **Voting:** Holders of Claims in Class 5 are entitled to vote to accept or reject the Plan.

6. Class 6 Claims (Intercompany Claims)

- a. **Composition:** Class 6 consists of Intercompany Claims.
- b. **Treatment:** Class 6 is Impaired. On the Effective Date, each Intercompany Claim will be eliminated and extinguished. Holders of Class 6 Claims will receive no distribution on account of those Claims.
- c. **Voting:** The Holders of Intercompany Claims are plan proponents and are conclusively presumed to accept the Plan. Therefore, Holders of Class 6 Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 Interests (Debtor Interests)

- a. **Composition:** Class 7 consists of all Interests in the Debtors.
- b. **Treatment:** Class 7 is Impaired. On the Effective Date, all (i) Interests in TECT Parent will be cancelled, and one equity interest in TECT Parent will be issued to the Liquidation Trust, and (ii) Interests held by a Debtor

in a Subsidiary Debtor will be, at the option of the Debtors, reinstated or assigned to the Liquidation Trust.

- c. **Voting:** The Holders of Class 7 Interests are conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 7 Interests are not entitled to vote to accept or reject the Plan.

C. Reservation of Rights Regarding Claims

Except as otherwise provided in this Plan or in other Final Orders of the Bankruptcy Court, nothing will affect the Debtors', the Liquidation Trustee's or the GUC Distribution Trustee's respective rights and defenses, whether legal or equitable, with respect to any Claim, including, without limitation, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

D. Post-petition Interest on Claims

Except as required by applicable bankruptcy law or otherwise expressly provided herein, post-petition interest will not accrue or be payable on account of any Claim.

E. Insurance

Notwithstanding anything to the contrary herein, if any Claim is subject to coverage under an Insurance Policy, payments on account of such Claim will first be made from proceeds of such Insurance Policy in accordance with the terms thereof, with the balance of such Claim, if any, treated in accordance with the provisions of this Plan governing the Class applicable to such Claim.

ARTICLE IV

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Joint Chapter 11 Plan

The Plan is a joint chapter 11 plan for each of the Debtors, with the Plan for each Debtor being non-severable and mutually dependent on the Plan for each other Debtor.

B. Plan Settlement

1. Generally and Approval

As further described in the Disclosure Statement, the Plan and the other documents entered into in connection with the Plan constitute a good faith compromise and settlement of controversies among the Settling Parties (the "**Plan Settlement**"). The Plan and the Distributions contemplated herein, including the allocation of proceeds of the Retained Causes of Action, are based on the Settling Parties' compromise of the controversies among them, which the Settling Parties believe are fair and appropriate but only when viewed together with all other

provisions contained in the Plan. The Plan, together with the Disclosure Statement, shall be deemed a motion to approve the Plan Settlement pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Plan Settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Each of the Plan, Disclosure Statement, Confirmation Order, Plan Supplement documents, and other documents necessary to implement the Plan shall be reasonably acceptable to the Settling Parties.

2. Terms of the Plan Settlement

a. The Plan Settlement resolves controversies among the Settling Parties regarding, among other things, the Creditors' Committee's motion to convert the Chapter 11 Cases to chapter 7 of the Bankruptcy Code, the Creditors' Committee potential challenge to the DIP Lenders' and Prepetition Lenders' liens on certain collateral, the DIP Lenders' objections to some Professional Fee Claims, the post-Effective Date administration of the Estates, the treatment of the DIP Claims and Prepetition Credit Agreement Claims, and the distribution of any recoveries on the Retained Causes of Action related to the Non-Released Parties.

b. The terms of the Plan Settlement are set forth in the Plan Settlement Term Sheet. Certain relevant terms, as they relate to the Plan, are as follows:

i. The Settling Parties agreed on the structure and provisions regarding the Trusts that are set forth in Article IV.F–G.

ii. The Settling Parties agreed on the limited consolidation of the Debtors for Plan purposes as set forth in Article IV.C.

iii. The Initial GUC Cash Distribution will be transferred to the GUC Distribution Trust on the Effective Date, which will be distributed to Allowed General Unsecured Claims other than General Unsecured Claims held by Boeing.

iv. All remaining initial Liquidation Trust Assets, after satisfaction of all Allowed Administrative Claims, Professional Fee Claims, Priority Tax Claims, Priority Claims, and Other Secured Claims, and establishment of a Disputed Claims Reserve and the Litigation Cost Reserve, will be distributed to the Liquidation Trust Beneficiaries.

v. Any net Cash proceeds of the Liquidation Trust's prosecution or settlement of the Retained Causes of Action with respect to the Non-Released Parties will be allocated and distributed as follows (the "**Litigation Recovery Split**"):

A. the first \$300,000 to the Liquidation Trust Beneficiaries in respect of the initial funding of the Litigation Cost Reserve;

- B. of the next \$4 million, 88% to the Liquidation Trust and 12% to the GUC Distribution Trust (the “**GUC Litigation Recovery Participation**”);
- C. next, to the Liquidation Trust until all Class 3 Claims are satisfied; and
- D. any additional proceeds to the GUC Distribution Trust (together with the GUC Litigation Recovery Participation, the “**GUC Litigation Recovery**”).

vi. Boeing, as the Holder of the DIP Claims, the Prepetition Credit Agreement Claims, and certain General Unsecured Claims, agrees as part of the Plan Settlement to (A) the Impaired treatment of its DIP Claims and Prepetition Credit Agreement Claims, (B) the partial subordination of its DIP Claims and Prepetition Credit Agreement Claims to General Unsecured Claims as part of the Litigation Recovery Split, and (C) the subordination of its General Unsecured Claim(s) to other General Unsecured Claims for the Initial GUC Cash Distribution.

C. Consolidation of the Debtors for Plan Purposes

The Debtors’ Estates will be consolidated for administrative purposes related to this Plan, including for purposes of (1) implementing this Plan, (2) voting, (3) assessing whether the standards for Confirmation have been met, and (4) calculating and making Distributions under this Plan.

On the Effective Date (1) all of the Debtors’ assets and liabilities will be merged; (2) all guarantees or responsibility of one Debtor of the obligations of any other Debtor will be eliminated, and all guarantees or responsibility executed by multiple Debtors of the obligations of any other Entity will be consolidated into a single obligation, so that any Claim against any Debtor and any guarantee or responsibility thereof executed by any other Debtor and any joint or several liability of any of the Debtors will be one obligation of the Debtors; (3) each and every Claim Filed or to be Filed in the Chapter 11 Case of any Debtor will be deemed Filed against, and will be a single obligation of, the Debtors (for the avoidance of doubt, Proofs of Claim Filed against more than one Debtor for the same Claim may be objected to as a non-substantive “duplicate” claim under Local Rule 3007-1(d)(i)); and (4) Intercompany Claims between Debtors will be eliminated and extinguished. This consolidation will not affect (a) the vesting of the Debtors’ assets in the Liquidation Trust or the GUC Distribution Trust; (b) the right to distributions from any Insurance Policies or proceeds of the policies; (c) any Liens granted or arising at any time prior to the Effective Date or the priority of those Liens; (d) any Causes of Action, including the Retained Causes of Action, or defenses thereto, which in each case shall survive entry of the Confirmation Order as if there had been no consolidation of the Estates in any respect; or (e) the rights of the Debtors, the Liquidation Trustee or the GUC Distribution Trustee to contest setoff or recoupment rights alleged by creditors on the grounds of lack of mutuality under section 553 of the Bankruptcy Code and other applicable law. The Plan shall not result in the merger or otherwise affect the separate legal existence of each Debtor.

D. Corporate Existence**1. Dissolution or Termination of the Debtors; Resignation of Employees, Officers and Directors**

On the Effective Date, the Debtors' members, directors, managers and officers and any remaining employees shall be deemed to have resigned and the Liquidation Trustee shall be appointed as the sole officer, director, and/or manager, as applicable, of each Debtor, without the need for any corporate action to effect such resignation or appointment. After the Effective Date, the Liquidation Trustee is authorized to dissolve or terminate the existence of any of the Debtors for all purposes under any applicable state or federal law, without the need to take any further action or file any plan of dissolution, notice or application with the Secretary of State of the State of Delaware or any other state or government authority, and without the need to pay any franchise or similar taxes in order to effectuate such dissolution. Additionally, on the Effective Date, the Non-Debtor Subsidiaries' members, directors, managers, and officers, as applicable shall be deemed to have resigned and the Liquidation Trustee shall be appointed as the sole officer, director, and/or manager, as applicable of each Non-Debtor Subsidiary, without the need for any corporate action to effect such resignation or appointment. The Debtors and/or Liquidation Trust are authorized to take all actions necessary or appropriate to effect such resignation or appointment. After the Effective Date, the Liquidation Trustee shall take all action necessary to dissolve or terminate the existence of the Non-Debtor Subsidiaries under applicable law.

2. Sole Recourse

Except as otherwise set forth in this Plan or Final Orders of the Bankruptcy Court (including the Confirmation Order), Holders of Allowed Claims against the Debtors will have recourse solely to the applicable Trust's assets for the payment of their Allowed Claims in accordance with the terms of this Plan and the applicable Trust Agreement. Except with respect to the GUC Litigation Recovery, any reasonable compensation owed to the GUC Distribution Trustee in its capacity as such, and up to \$25,000 of reasonable fees or expenses incurred by the GUC Distribution Trust, the GUC Distribution Trustee and/or a Third Party Disbursing Agent in connection with making Distributions to the Holders of Allowed Claims in Classes 4 and 5 on account of such Claims until Class 3 Claims are satisfied, the GUC Distribution Trust shall have no recourse against the Liquidation Trust or the Liquidation Trust Assets.

E. Retained Causes of Action

On the Effective Date, all Retained Causes of Action will be assigned from the Debtors to the Liquidation Trust. Any recoveries by the Liquidation Trustee on account of such Retained Causes of Action will be distributed pursuant to the terms of the Plan and the Liquidation Trust Agreement. A non-exclusive list of the Retained Causes of Action will be Filed with the Plan Supplement. The Debtors' inclusion or failure to include any Retained Cause of Action in the Plan or the Plan Supplement will not be deemed an admission, denial or waiver of any Retained Cause of Action that the Debtors or Estates may hold against any Entity.

F. Liquidation Trust

1. Formation of the Liquidation Trust

a. On the Effective Date, the Liquidation Trust will be established pursuant to the Liquidation Trust Agreement for the purpose of (1) liquidating the Liquidation Trust Assets; (2) reviewing, objecting to, and resolving all Disputed Claims, including Disputed Class 5 Claims but excluding Disputed Class 4 Claims; (3) making distributions to Holders of Allowed Claims, other than Holders of Allowed General Unsecured Claims in accordance with the terms of the Plan; and (4) otherwise implementing the Plan. The Liquidation Trust will have a separate existence from the Debtors and the GUC Distribution Trust. On the Effective Date, the Liquidation Trust's prosecution of the Retained Causes of Action will be on behalf of and for the benefit of the Liquidation Trust Beneficiaries and the GUC Distribution Trust pursuant to the Litigation Recovery Split.

b. On the Effective Date, all Liquidation Trust Assets, including the Retained Causes of Action, will be transferred, assigned, or otherwise issued to and vest in the Liquidation Trust free and clear of all liens, charges, Claims, encumbrances and interests. On the Effective Date, standing to commence, prosecute and compromise all Retained Causes of Action will transfer to the Liquidation Trust.

c. Subject to, and to the extent set forth in, the Plan, the Confirmation Order, the Liquidation Trust Agreement or other agreement (or any other order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan), the Liquidation Trust and the Liquidation Trustee will be empowered to take, the following actions, and any other actions, as the Liquidation Trustee determines to be necessary or appropriate to implement the Plan, without further order of the Bankruptcy Court, unless required herein or in the Liquidation Trust Agreement:

i. adopt, execute, deliver or file all plans, agreements, certificates and other documents and instruments necessary or appropriate to implement the Plan;

ii. accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the Retained Causes of Action and other Liquidation Trust Assets, including any proceeding under Bankruptcy Rule 2004 related thereto;

iii. liquidate, sell, settle, or otherwise dispose of the Retained Causes of Action and other Liquidation Trust Assets with approval of the Liquidation Trust Board and/or the Bankruptcy Court, as set forth in the Liquidation Trust Agreement;

iv. calculate and make distributions to Holders of Allowed Claims in accordance with the terms of the Plan;

v. exercise rights and fulfill obligations under the Plan;

vi. perform and implement all remaining obligations, if any, of the Debtors under the Asset Sales;

vii. review, reconcile, settle or object to Claims, other than Class 4 Claims, and resolve any objections;

viii. retain Third Party Disbursing Agents and professionals and other Entities;

ix. prepare and file appropriate tax returns and other reports on behalf of the Debtors and Liquidation Trust and pay taxes or other obligations owed by the Debtors and the Liquidation Trust;

x. take any actions as the Liquidation Trustee may reasonably determine are necessary or appropriate to effect the dissolution of the Debtors and the Non-Debtor Subsidiaries in accordance with applicable law;

xi. close or dismiss any or all of the Chapter 11 Cases; and

xii. dissolve the Liquidation Trust.

d. The Liquidation Trust has no objective to, and will not, engage in a trade or business and will conduct its activities consistent with the Plan and the Liquidation Trust Agreement.

e. The Debtors' and Creditors' Committee's Professionals will retain any and all documents and other information gathered, and relevant work product developed, during the Chapter 11 Cases and will retain such materials in compliance with their respective document retention practices in place as of the date of their retention. The Liquidation Trustee may request, at the expense of the Liquidation Trust, copies of any documents and other information gathered, and relevant work product developed, by the Debtors' or Creditors' Committee's Professionals during the Chapter 11 Cases in connection with its investigation of potential Retained Causes of Action; *provided* that the provision of any such documents and information will be without waiver of any evidentiary privileges, including, without limitation, the attorney-client privilege, work-product privilege or other privilege or immunity attaching to any such documents or information (whether written or oral). The Plan will be considered a motion pursuant to sections 105 and 363 of the Bankruptcy Code for such relief.

f. The Liquidation Trust and the Liquidation Trustee will each be a "representative" of the Estates under section 1123(b)(3)(B) of the Bankruptcy Code, and the Liquidation Trustee will be the trustee of the Liquidation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), and, as such, the Liquidation Trustee succeeds to all of the rights, powers and obligations of a trustee in bankruptcy with respect to collecting, maintaining, administering and liquidating the Liquidation Trust Assets. Without limiting other such rights, powers, and obligations, on the Effective Date, the Debtors will transfer, and will be deemed to have irrevocably transferred, to the Liquidation Trust and will vest in the Liquidation Trust, the Liquidation Trustee, and all of their professionals all of the Debtors' evidentiary privileges related to the Liquidation Trust Assets that they possess, including, without limitation,

the attorney-client privilege, work product privilege and other privileges and immunities. The Debtors and their financial advisors and the Creditors' Committee and its financial advisors will provide to the Liquidation Trustee (or any professionals designated by the Liquidation Trustee) documents, other information, and work product relating to the Retained Causes of Action; *provided* that the provision of any such documents and information will be without waiver of any evidentiary privileges or immunity. Without limiting other such rights, powers, and obligations, on the Effective Date, the Creditors' Committee will transfer, and will be deemed to have irrevocably transferred, to the Liquidation Trust and will vest in the Liquidation Trust, the Liquidation Trustee, and all of their professionals all of the Creditors' Committee's work product privilege related to the Retained Causes of Action.

g. To the extent that any Liquidation Trust Assets are unable to be transferred to the Liquidation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Liquidation Trust Assets will be deemed to have been retained by the Debtors, as the case may be, and the Liquidation Trustee will be deemed to have been designated as a representative of the Debtors, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Liquidation Trust Assets on behalf of the Debtors.

2. Liquidation Trustee

a. The Liquidation Trustee will be the exclusive trustee of the Liquidation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The powers, rights and responsibilities of the Liquidation Trustee will be specified in the Liquidation Trust Agreement and will include the authority and responsibility to take the actions contemplated by Article IV.F.1.c. The Liquidation Trustee will distribute the Liquidation Trust Assets in accordance with the provisions of the Plan and the Liquidation Trust Agreement. Other rights and duties of the Liquidation Trustee and the beneficiaries of the Liquidation Trust will be as set forth in the Liquidation Trust Agreement.

b. The Liquidation Trust Agreement generally will provide for, among other things:

- i. the payment of reasonable compensation to the Liquidation Trustee;
- ii. the payment of other expenses of the Liquidation Trust, including expenses related to pursuing the Retained Causes of Action;
- iii. the retention of Third Party Disbursing Agents, counsel, accountants, financial advisors or other professionals, or other Entities, and the payment of their compensation;
- iv. the investment of Cash within certain limitations;

v. the preparation and filing of appropriate tax returns and other reports on behalf of the Debtors and the Liquidation Trust and the payment of taxes or other obligations owed by the Debtors and the Liquidation Trust; and

vi. the orderly liquidation of the Retained Causes of Action, which may include the litigation, settlement, abandonment or dismissal of any claims or rights, and the other Liquidation Trust Assets.

c. The Liquidation Trustee, in the exercise of the Liquidation Trustee's reasonable business judgment, will, in an expeditious, but orderly, manner, liquidate and convert to Cash the assets of the Liquidation Trust, make timely distributions, and not unduly prolong the duration of the Liquidation Trust. The liquidation of the Liquidation Trust Assets may be accomplished either through 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 Liquidation Trust Agreement. Subject to the approval of the Liquidation Trust Board and/or the Bankruptcy Court, pursuant to the terms of the Liquidation Trust Agreement, the Liquidation Trustee will have the absolute right to take any and all action with respect to the Liquidation Trust Assets as the Liquidation Trustee determines is in the best interests of the beneficiaries of the Liquidation Trust, and consistent with the purposes of the Liquidation Trust; *provided, however,* that the Liquidation Trustee must seek the approval of the Liquidation Trust Board and, if applicable, the Bankruptcy Court for any settlement of a Claim or Retained Cause of Action involving any Non-Released Party, in accordance with Article IV.F.3 and the terms of the Liquidation Trust Agreement. The Liquidation Trustee will have no liability for the outcome of its decision except for any damages caused by willful misconduct, gross negligence, or fraud. The Liquidation Trustee may incur any reasonable and necessary expenses in liquidating and converting the Liquidation Trust Assets to Cash and will be reimbursed in accordance with the provisions of the Liquidation Trust Agreement.

d. The Liquidation Trustee may retain, without further order of the Bankruptcy Court, professionals to assist it in carrying out its duties as limited above, including any professionals retained in these Chapter 11 Cases, and the Liquidation Trust may pay the reasonable costs and expenses of any professionals retained by the Liquidation Trustee in the ordinary course without further order of the Bankruptcy Court.

3. Liquidation Trust Board

a. On the Effective Date, the Liquidation Trust Board will be established and consist of three persons. Pursuant to the Plan Settlement, two of the initial Liquidation Trust Board members will be selected by Boeing and one will be selected by the Creditors' Committee. The Plan Supplement will identify the initial Liquidation Trust Board. Upon its formation, the duties of the Liquidation Trust Board will be limited to the following: (a) overseeing the Claims reconciliation and settlement process conducted by or on behalf of the Liquidation Trustee; (b) overseeing the distributions to the Holders of Class 3 Claims under the Plan; (c) selecting, in consultation with the Liquidation Trustee, professionals to prosecute the Retained Causes of Action involving the Non-Released Parties; (d) overseeing the liquidation, prosecution, settlement, and/or collection of the Retained Causes of Action; (e) overseeing the transfer of any recoveries on account of the GUC Litigation Recovery to the GUC Distribution

Trust; (f) appearing before and being heard by the Bankruptcy Court and other courts of competent jurisdiction in connection with the above limited duties; (g) overseeing the Liquidation Trustee; and (h) such other matters as may be agreed on between the Liquidation Trustee and the Liquidation Trust Board or specified in the Plan or the Liquidation Trust Agreement. Any decision made by the Liquidation Trust Board will be made by majority vote; *provided* that, if there is not a unanimous vote to approve any settlement of a Claim or Retained Cause of Action involving any Non-Released Party, the Liquidation Trustee must seek the Bankruptcy Court's approval of that settlement.

b. For so long as the Claims reconciliation process will continue, the Liquidation Trustee will make regular reports to the Liquidation Trust Board pursuant to the Liquidation Trust Agreement, or as and when the Liquidation Trustee and the Liquidation Trust Board may reasonably agree on.

c. The members of the Liquidation Trust Board will not be compensated, but the Liquidation Trust may pay the reasonable costs and expenses of the members of the Liquidation Trust Board in the ordinary course without further order of the Bankruptcy Court; *provided, however*, that the Liquidation Trust Board's reimbursable costs and expenses shall not include any attorneys' fees.

4. Liquidation Trust Expenses

The Liquidation Trust Expenses will be paid solely from Liquidation Trust Assets in accordance with the Plan and the Liquidation Trust Agreement, or otherwise pursuant to the terms of the Liquidation Trust Agreement. On or about the Effective Date, the Liquidation Trustee will establish the Litigation Cost Reserve, which shall be used solely for expenses incurred in connection with the prosecution of the Retained Causes of Action related to Non-Released Parties.

5. Indemnification

The Liquidation Trust Agreement may include reasonable and customary indemnification provisions.

6. Tax Treatment

The Liquidation Trust is intended to be treated, for U.S. federal income tax purposes, in part as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d), for the benefit of the Holders of Class 3 Claims entitled to distributions from the Liquidation Trust Assets, subject to any liabilities of the Debtors or the Liquidation Trust payable from the proceeds of such assets, and otherwise as one or more Disputed Claim Reserves treated as disputed ownership funds within the meaning of Treasury Regulations Section 1.468B- 9(b)(1), as more specifically provided for under the Liquidation Trust Agreement. Accordingly, for all U.S. federal income tax purposes the transfer of Liquidation Trust Assets to the Liquidation Trust will be treated: (a) in part as the transfer of assets by the Debtors to the Holders of Class 3 Claims, subject to any liabilities of the Debtors or the Liquidation Trust payable from the proceeds of such assets, followed by the transfer of such assets (subject to such liabilities) by such Holders to the Liquidation Trust in exchange for the beneficial interests in the Liquidation

Trust; and (b) in part as the transfer of assets by the Debtors to one or more Disputed Claim Reserves.

The Liquidation Trust shall be established for the primary purpose of liquidating and distributing the assets transferred to it, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust. Accordingly, the Liquidation Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidation Trust Assets, make timely distributions to the Liquidation Trust Beneficiaries and not unduly prolong its duration. The record holders of beneficial interests shall be recorded and set forth in a register maintained by the Liquidation Trustee expressly for such purpose.

The Liquidation Trust is intended to qualify as a “grantor trust” for U.S. federal income tax purposes with the Liquidation Trust Beneficiaries treated as grantors and owners of the Liquidation Trust Assets for U.S. federal income tax purposes. The Liquidation Trustee will be required by the Liquidation Trust Agreement to file U.S. federal tax returns for the Liquidation Trust as a grantor trust with respect to any distributions from the Liquidation Trust Assets, subject to any liabilities of the Debtors or the Liquidation Trust payable from the proceeds of such assets, and as one or more disputed ownership funds with respect to all other funds or other property held by the Liquidation Trust pursuant to applicable Treasury Regulations, and any income of the Liquidation Trust will be treated as subject to tax on a current basis. The Liquidation Trustee shall be the administrator of such disputed ownership funds and shall be responsible for all tax reporting and withholding requirements. The Liquidation Trust Agreement will provide that the Liquidation Trustee will pay such taxes from the Liquidation Trust Assets. In addition, the Liquidation Trust Agreement will require consistent valuation by the Liquidation Trustee and the Liquidation Trust Beneficiaries, for all U.S. federal income tax purposes, of any property held by the Liquidation Trust. The Liquidation Trust Agreement will provide that termination of the trust will occur no later than five years after the Effective Date, unless the Bankruptcy Court approves an extension based on a finding that such an extension is necessary for the Liquidation Trust to complete its Claims resolution and liquidating purpose. The Liquidation Trust Agreement also will limit the investment powers of the Liquidation Trustee in accordance with IRS Rev. Proc. 94-45 and will require the Liquidation Trust to distribute at least annually to the Liquidation Trust Beneficiaries (as such may have been determined at such time) its net income (net of any payment of or provision for taxes), except for amounts retained as reasonably necessary to maintain the value of the Liquidation Trust Assets or to meet Claims and contingent liabilities (including Disputed Claims).

G. GUC Distribution Trust

1. Formation of the GUC Distribution Trust

a. On the Effective Date, the GUC Distribution Trust will be established pursuant to the GUC Distribution Trust Agreement for the purpose of (1) reconciling all Disputed Class 4 Claims, and (2) making distributions to Holders of Allowed Class 4 Claims and Allowed Class 5 Claims, in accordance with the terms of the Plan. The GUC Distribution Trust will have a separate existence from the Debtors and the Liquidation Trust.

b. On the Effective Date, the Initial GUC Cash Distribution and the GUC Claims Determination Fund will be transferred to and vest in the GUC Distribution Trust free and clear of all liens, charges, Claims, encumbrances and interests. To the extent any portion of the GUC Claims Determination Fund is not used to satisfy GUC Distribution Trust Expenses, it will become GUC Distributable Assets.

c. Subject to, and to the extent set forth in, the Plan, the Confirmation Order, the GUC Distribution Trust Agreement or other agreement (or any other order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan), the GUC Distribution Trust and the GUC Distribution Trustee will be empowered to take, the following actions, and any other actions, as the GUC Distribution Trustee determines to be necessary or appropriate to implement the Plan, all without further order of the Bankruptcy Court:

- i. calculate and make distributions to Holders of Allowed General Unsecured Claims in accordance with the terms of the Plan;
- ii. exercise rights and fulfill obligations under the Plan;
- iii. review, reconcile, settle or object to Class 4 Claims, and resolve any objections;
- iv. retain Third Party Disbursing Agents and professionals and other Entities;
- v. prepare and file appropriate tax returns and other reports on behalf of the GUC Distribution Trust and pay taxes or other obligations owed by the GUC Distribution Trust; and
- vi. dissolve the GUC Distribution Trust.

d. The GUC Distribution Trust has no objective to, and will not, engage in a trade or business and will conduct its activities consistent with the Plan and the GUC Distribution Trust Agreement.

e. The GUC Distribution Trust and the GUC Distribution Trustee will each be a “representative” of the Estates under section 1123(b)(3)(B) of the Bankruptcy Code, and the GUC Distribution Trustee will be the trustee of the GUC Distribution Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), and, as such, the GUC Distribution Trustee succeeds to all of the rights, powers and obligations of a trustee in bankruptcy with respect to collecting, maintaining, administering and liquidating the GUC Distribution Trust Assets.

2. GUC Distribution Trustee

a. The GUC Distribution Trustee will be the exclusive trustee of the GUC Distribution Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The powers, rights and responsibilities of the GUC Distribution Trustee will be specified in the GUC Distribution Trust Agreement and will

include the authority and responsibility to take the actions contemplated by Article IV.G.1.c. The GUC Distribution Trustee will distribute the GUC Distribution Trust Assets in accordance with the provisions of the Plan and the GUC Distribution Trust Agreement. Other rights and duties of the GUC Distribution Trustee and the beneficiaries of the GUC Distribution Trust will be as set forth in the GUC Distribution Trust Agreement. The GUC Distribution Trustee's reasonable compensation will be paid by the Liquidation Trust.

b. Further, the GUC Distribution Trust Agreement generally will provide for, among other things:

- i. the payment of the GUC Distribution Trust Expenses;
- ii. the retention of Third Party Disbursing Agents, counsel, accountants, financial advisors or other professionals, or other Entities; and the payment of their compensation; and
- iii. the causing of the tax returns and other reports to be prepared and filed on behalf of the GUC Distribution Trust, including the retention of professionals by the GUC Distribution Trust to prepare and file any tax and information returns required with respect to the GUC Distribution Trust, and the payment of taxes or other obligations owed by the GUC Distribution Trust.

c. The GUC Distribution Trustee, in the exercise of the GUC Distribution Trustee's reasonable business judgment, will, in an expeditious, but orderly, manner, make timely distributions and not unduly prolong the duration of the GUC Distribution Trust. The GUC Distribution Trustee will have the absolute right, in consultation with the GUC Distribution Trust Board, to take any and all action with respect to the GUC Distribution Trust Assets as the GUC Distribution Trustee determines is in the best interests of the beneficiaries of the GUC Distribution Trust, and consistent with the purposes of the GUC Distribution Trust Agreement, and will have no liability for the outcome of its decision except for any damages caused by willful misconduct or gross negligence. Specifically, the GUC Distribution Trustee and the professionals retained by the GUC Distribution Trust shall not be liable for any negligence or any error of judgment made in good faith with respect to any action taken or omitted to be taken in good faith. The GUC Distribution Trustee may incur any reasonable and necessary expenses and will be reimbursed in accordance with the provisions of the GUC Distribution Trust Agreement.

d. The GUC Distribution Trustee may retain, without further order of the Bankruptcy Court, professionals to assist it in carrying out its duties as limited above, including any Professionals retained in these Chapter 11 Cases, and the GUC Distribution Trust may pay the reasonable costs and expenses of any professionals retained by the GUC Distribution Trustee in the ordinary course without further order of the Bankruptcy Court. Consistent with the Plan Settlement, the GUC Distribution Trust will retain Womble Bond Dickinson (US) LLP to provide services related to the reconciliation of Disputed Class 4 Claims.

3. GUC Distribution Trust Board

a. On the Effective Date, the GUC Distribution Trust Board will be established and consist of three persons. Pursuant to the Plan Settlement, two of the Liquidation Trust Board members will be selected by the Creditors' Committee and one will be selected by Boeing. The Plan Supplement will identify the initial Liquidation Trust Board. Upon its formation and subject to the duties set forth in the GUC Distribution Trust Agreement, the duties of the GUC Distribution Trust Board will be limited to the following: (a) overseeing the Claims reconciliation and settlement process conducted by or on behalf of the GUC Distribution Trustee; (b) overseeing the distributions to the Holders of Allowed Class 4 and Class 5 Claims under the Plan; (c) appearing before and being heard by the Bankruptcy Court and other courts of competent jurisdiction in connection with the above limited duties; (d) overseeing the GUC Distribution Trustee; and (e) such other matters as may be agreed on between the GUC Distribution Trustee and the GUC Distribution Trust Board or specified in the Plan or the GUC Distribution Trust Agreement. Any decision made by the GUC Distribution Trust Board will be made by majority vote.

b. For so long as the Class 4 Claims reconciliation process will continue, the GUC Distribution Trustee will make regular reports to the GUC Distribution Trust Board as and when the GUC Distribution Trustee and the GUC Distribution Trust Board may reasonably agree on.

c. The members of the GUC Distribution Trust Board will not be compensated, but the GUC Distribution Trust will pay the reasonable costs and expenses of the members of the GUC Distribution Trust Board in the ordinary course without further order of the Bankruptcy Court; *provided, however*, that the GUC Distribution Trust Board's reimbursable costs and expenses shall not include any attorneys' fees.

4. Information Sharing by the Liquidation Trustee

The Liquidation Trustee and its professionals shall cooperate with the GUC Distribution Trustee in connection with the GUC Distribution Trustee's reconciliation and prosecution of objections to Class 4 Claims, including with respect to providing documents, evidence and information as reasonably requested by the GUC Distribution Trustee.

5. Expenses of the GUC Distribution Trust

The GUC Distribution Trust will pay GUC Distribution Trust Expenses from GUC Distribution Trust Assets as set forth herein. For the avoidance of doubt, the GUC Distribution Trust Expenses do not include, and the GUC Distribution Trust shall not be required to pay, (i) reasonable compensation earned by the GUC Distribution Trustee in its capacity as such, and (ii) up to \$25,000 of reasonable fees or expenses incurred by the GUC Distribution Trust, the GUC Distribution Trustee, and/or a Third Party Disbursing Agent in connection with making Distributions to the Holders of Allowed General Unsecured Claims until Class 3 Claims are satisfied. In the event that the GUC Distribution Trust Expenses are greater than the GUC Distribution Trust Assets, the GUC Distribution Trustee shall have no recourse against the Debtors, the Liquidation Trust, or their respective assets.

6. Indemnification

The GUC Distribution Trust Agreement may include reasonable and customary indemnification provisions.

7. Tax Treatment

The GUC Distribution Trust is intended to be treated, for U.S. federal income tax purposes, in part as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d), for the benefit of the Holders of Allowed Class 4 and Class 5 Claims entitled to distributions from the GUC Distribution Trust Assets and otherwise as one or more Disputed Claim Reserves treated as disputed ownership funds within the meaning of Treasury Regulations Section 1.468B- 9(b)(1), as more specifically provided for under the GUC Distribution Trust Agreement. Accordingly, for all U.S. federal income tax purposes the transfer of GUC Distribution Trust Assets to the GUC Distribution Trust will be treated: (a) in part as the transfer of assets by the Debtors to the Holders of Allowed Class 4 Claims and Class 5 Claims entitled to distributions from the GUC Distribution Trust Assets followed by the transfer of such assets by such Holders to the GUC Distribution Trust in exchange for the beneficial interests in the GUC Distribution Trust; and (b) in part as the transfer of assets by the Debtors to one or more Disputed Claim Reserves.

The GUC Distribution Trust shall be established for the primary purpose of liquidating and distributing the assets transferred to it, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the GUC Distribution Trust. Accordingly, the GUC Distribution Trustee shall, in an expeditious but orderly manner, make timely distributions to the GUC Distribution Trust Beneficiaries and not unduly prolong its duration. The record holders of beneficial interests shall be recorded and set forth in a register maintained by the GUC Distribution Trustee expressly for such purpose.

The GUC Distribution Trust is intended to qualify as a “grantor trust” for U.S. federal income tax purposes with the GUC Distribution Trust Beneficiaries treated as grantors and owners of the GUC Distribution Trust Assets for U.S. federal income tax purposes. The GUC Distribution Trustee will be required by the GUC Distribution Trust Agreement to file U.S. federal tax returns for the GUC Distribution Trust as a grantor trust with respect to any GUC Distribution Trust Assets and as one or more disputed ownership funds with respect to all other funds or other property held by the GUC Distribution Trust pursuant to applicable Treasury Regulations, and any income of the GUC Distribution Trust will be treated as subject to tax on a current basis. The GUC Distribution Trustee shall be the administrator of such disputed ownership funds and shall be responsible for all tax reporting and withholding requirements. The GUC Distribution Trust Agreement will provide that the GUC Distribution Trustee will pay such taxes from the GUC Distribution Trust Assets. In addition, the GUC Distribution Trust Agreement will require consistent valuation by the GUC Distribution Trustee and the GUC Distribution Trust Beneficiaries, for all U.S. federal income tax purposes, of any property held by the GUC Distribution Trust. The GUC Distribution Trust Agreement will provide that termination of the trust will occur no later than five years after the Effective Date, unless the Bankruptcy Court approves an extension based on a finding that such an extension is necessary

for the GUC Distribution Trust to complete its Claims resolution and liquidating purpose. If the five year period after the Effective Date has not expired, the GUC Distribution Trustee may seek such extension. The GUC Distribution Trust Agreement also will limit the investment powers of the GUC Distribution Trustee in accordance with IRS Rev. Proc. 94-45 and will require the GUC Distribution Trust to distribute at least annually to the GUC Distribution Trust Beneficiaries (as such may have been determined at such time) its net income (net of any payment of or provision for taxes), except for amounts retained as reasonably necessary to maintain the value of the GUC Distribution Trust Assets or to meet Claims and contingent liabilities (including Disputed Claims).

H. No Revesting of Trust Assets

No Liquidation Trust Asset or GUC Distribution Trust Asset will revest in any Debtor on or after the date such asset is transferred to the applicable Trust, but will vest upon such transfer in the applicable Trust to be administered by the applicable Trustee in accordance with the Plan and the applicable Trust Agreement.

I. Exemption from Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, the transfer of any property under the Plan (including transfers to and from the Liquidation Trust and the GUC Distribution Trust), the making or delivery of any instrument of transfer pursuant to, in implementation of or as contemplated by, the Plan or the vesting, transfer or sale of any real or personal property of the Debtors pursuant to, in implementation of or as contemplated by, the Plan will not be taxed under any state or local law imposing a stamp tax, transfer tax or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be recorded will, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any stamp tax, transfer tax or similar tax or fee.

J. Preservation of Retained Causes of Action

Unless a Retained Cause of Action against any Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including the Confirmation Order and the DIP Order), the Debtors expressly reserve the Retained Causes of Action to be transferred to the Liquidation Trust pursuant to the Plan. No preclusion doctrine, including the doctrines of issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to the Retained Causes of Action upon, or after the entry of, the Confirmation Order or Effective Date based on the Plan or the Confirmation Order, except where a Retained Cause of Action has been released in the Plan or any Final Order (including the Confirmation Order and the Final DIP Order). In accordance with section 1123(b) of the Bankruptcy Code, the Liquidation Trust may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action, as applicable, and the Liquidation Trust's rights to commence, prosecute, or settle any Retained Causes of Action will be preserved notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Retained Cause of Action against them as any indication that the Liquidation Trust will not

pursue any and all available Retained Causes of Action against them. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Retained Causes of Action that a Debtor may hold against any Entity will vest in the Liquidation Trust and Liquidation Trustee. In addition, the Liquidation Trust reserves the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Entity, including the plaintiffs or co-defendants in such lawsuits.

K. Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided under the Plan, the provisions of the Plan will constitute a good faith compromise and settlement of all claims or controversies relating to the rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any Distribution. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, their Estates and Claim and Interest Holders, and is fair, equitable and reasonable. Notwithstanding any other provision in the Plan, the settlements are approved among the parties that have agreed to them (among any other party who has expressly entered into a written settlement), and the treatment of claims and interests is being afforded pursuant to Confirmation by satisfying the requirements of Section 1129.

L. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date all Liens against the property of any Estate will be fully released and discharged.

ARTICLE V

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Treatment of Executory Contracts and Unexpired Leases Generally

This Plan serves as a motion seeking entry of an order Court approving the assumption and assignments or rejections described in this section, pursuant to section 365 of the Bankruptcy Code. Unless an Entity Files an objection with the Bankruptcy Court on or before the Objection Deadline, or such other date as may be fixed by the Bankruptcy Court, the Bankruptcy Court may enter an order (which may be the Confirmation Order) approving the assumption and assignments or rejections described in this section, pursuant to section 365 of the Bankruptcy Code. In the event any such objections are timely Filed, a hearing with respect thereto will occur at the Confirmation Hearing or continued to a further hearing; *provided* that the Debtors or Liquidation Trust, as applicable, may settle any objection without further notice or approval of the Bankruptcy Court.

On the Effective Date, except as otherwise provided in this Plan, each of the Debtors' Executory Contracts and Unexpired Leases not previously assumed or rejected pursuant to an

order of the Bankruptcy Court will be deemed rejected as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for any Executory Contract or Unexpired Lease (1) identified on the Assumed Contracts Schedule as an Executory Contract or Unexpired Lease designated for assumption and assignment to the Liquidation Trust, (2) that is the subject of a separate motion or notice to assume or reject Filed and pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms.

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, the applicable Debtor will assume each of the respective Executory Contracts and Unexpired Leases listed on the Assumed Contracts Schedule and assign them to the Liquidation Trust. Each Executory Contract and Unexpired Lease assumed under this section will include any modifications, amendments, supplements or restatements to such contract or lease.

To the maximum extent permitted by law, to the extent any provision (including, without limitation, any “change of control” provision) in any Executory Contract or Unexpired Lease assumed pursuant to this Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption and assignment of that Executory Contract or Unexpired Lease, then that provision will be deemed modified such that the assumption and assignment contemplated by this Plan will not entitle the counterparty thereto to terminate the Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

B. Bar Date for Rejection Damages Claims

Any Proofs of Claim based on the rejection, solely pursuant to the provisions of the Plan and not pursuant to any separate notice or motion, of any Executory Contracts or Unexpired Leases must be Filed by no later than thirty days after service of the notice of the Effective Date. Any such rejection Claim will be forever barred and will not be enforceable against the Debtors or the Trusts unless a Proof of Claim is Filed pursuant to the procedures specified in the Confirmation Order. The Trusts reserve the right to object to, settle, compromise or otherwise resolve any Proof of Claim Filed on account of a rejected Executory Contract or Unexpired Lease.

C. Amendment of the Assumed Contracts Schedule

The Debtors, at any time prior to the Effective Date, reserve the right to amend the Assumed Contracts Schedule by (a) deleting any Executory Contract or Unexpired Lease listed therein, thus providing for its rejection pursuant hereto on the Effective Date; or (b) adding any Executory Contract or Unexpired Lease to the Assumed Contracts Schedule, thus providing for such Executory Contract or Unexpired Lease’s assumption and assignment to the Liquidation Trust pursuant to Article V.A on the Effective Date. In the event that the Debtors amend the Assumed Contracts Schedule the Debtors will file and serve a Revised Assumption List Notice on the non-Debtor counterparties identified therein, including the proposed Cure Claim (if applicable). Objections to the treatment of any Executory Contract or Unexpired Lease as

described in a revised Assumed Contracts Schedule must be Filed within fourteen days from the date of service of the revised Assumed Contracts Schedule. If no objection is Filed, the Confirmation Order shall serve as an order approving the assumption and assignment, or rejection, of the relevant contracts. Nothing herein is an admission by the Debtors that any agreement is an Executory Contract or Unexpired Lease or that the Debtors have any liability thereunder. For the avoidance of doubt, at any time prior to the Effective Date, the Debtors may, by separate motion, seek to assume and assign to any party any Executory Contract or Unexpired Lease, including any previously identified on the Assumed Contracts Schedule.

D. Payments Related to the Assumption of Executory Contracts and Unexpired Leases

Any Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed or assumed and assigned pursuant to the Plan, to the extent those Cure Claims constitute monetary defaults, will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code (1) by payment of the Cure Claim in Cash from the Liquidation Trust; or (2) on such other terms as are agreed to by the parties to such Executory Contract and Unexpired Lease. Pursuant to section 365(b)(2)(D) of the Bankruptcy Code, no Cure Claim will be allowed for a penalty rate or other form of default rate of interest. If there is a dispute regarding (i) the amount of any Cure Claim; (ii) the ability of the Liquidation Trust to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to assumption of such contract or lease, the payment of any Cure Claim required by section 365(b)(1) of the Bankruptcy Code will be made following either (a) the entry of a Final Order resolving the dispute and approving the assumption, or (b) the agreed resolution of the dispute between the Liquidation Trust and the non-Debtor counterparty after the Effective Date.

E. Insurance Policies and Agreements

All rights of the Debtors under the Insurance Policies will automatically become vested in the Liquidation Trust as of the Effective Date without necessity for further approvals or orders. For the avoidance of doubt, to the extent that any of the rights of the Debtors in one or more of the Insurance Policies are disputed in a court proceeding, or otherwise by any insurance company that issued one or more of the Insurance Policies, all rights of the Debtors under the Insurance Policies will mean any such rights as are finally determined by the court having jurisdiction over such dispute or by the terms of any settlement thereof.

To the extent that any Insurance Policies are deemed Executory Contracts, then, unless the Insurance Policies have been rejected pursuant to an order of the Bankruptcy Court (including the Confirmation Order), and notwithstanding anything to the contrary in the Plan, the Plan will constitute a motion to assume and assign to the Liquidation Trust, permit to “ride through” or ratify such Insurance Policies. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order will constitute both approval of such assumption and assignment pursuant to section 365 of the Bankruptcy Code and a finding by the Bankruptcy Court that such assumption and assignment is in the best interests of the Estates. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed upon by the parties prior to the Effective Date, no payments will be required to cure any defaults existing as of the Confirmation Date with respect to any Insurance Policy assumed and assigned to the Liquidation Trust

pursuant to this section. Nothing in the Plan will impair the rights of the Debtors, the Liquidation Trust, or any Non-Released Party with respect to (or affect the coverage under) any Insurance Policy that provides liability coverage for officers, directors and other fiduciaries of the Debtors or the Debtors and their Affiliates, including any Non-Released Party.

ARTICLE VI

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the Plan, Distributions to be made on the Effective Date to Holders of Claims that are Allowed Claims as of the Effective Date will be deemed made on the Effective Date if such Distributions are made on the Effective Date or as promptly thereafter as practicable. Distributions on account of Disputed Claims that become Allowed Claims after the Effective Date will be deemed to have been made on the Effective Date. Any Claim that is disallowed by order of the Bankruptcy Court prior to the Effective Date will be deemed expunged (to the extent not already expunged) as of the Effective Date without the necessity for further Bankruptcy Court approval and the Holder of any such disallowed Claim will not be entitled to any Distribution under the Plan.

B. Delivery of Distributions; Undeliverable or Unclaimed Distributions; Uneconomic Distributions

1. Delivery of Distributions to Holders of Allowed Claims

The Trustees (in their capacity as Disbursing Agent, or such Third Party Disbursing Agents as the applicable Trustee may retain in its sole discretion) will make all distributions of Cash required under the Plan to Holders of Allowed Claims. Each Third Party Disbursing Agent will serve without bond, and any Third Party Disbursing Agent may retain or contract with other entities to assist in or make the distributions required by the Plan.

Distributions to Holders of Allowed Claims will be made by a Disbursing Agent (i) at the addresses set forth on the respective proofs of Claim, requests for payment of Administrative Claim or similar document Filed by Holders of such Claims; (ii) at the addresses set forth in any written certification of address change delivered to the Disbursing Agent (including pursuant to a letter of transmittal delivered to a Disbursing Agent) after the date of Filing of any related Proof of Claim, requests for payment of Administrative Claim or similar document; or (iii) at the addresses reflected in the applicable Debtor's Schedules if no Proof of Claim has been Filed and the Disbursing Agent has not received a written notice of a change of address.

2. Undeliverable Distributions Held by Disbursing Agents

a. Holding and Investment of Undeliverable Distributions

Subject to Article VI.B.2.c, if any Distribution to a Holder of an Allowed Claim is returned to a Disbursing Agent as undeliverable, such Disbursing Agent will inform the Liquidation Trustee or the GUC Distribution Trustee, as applicable, of such returned

Distribution, and the applicable Trustee shall review their books and records to determine if they possess additional or different addresses for such Holder. If, after such review, the applicable Trustee is unable to locate a different or additional address for any Holder for whom a Distribution was returned as undeliverable, no further Distributions will be made to such Holder unless and until the applicable Disbursing Agent is notified by written certification of such Holder's current address and such undeliverable Distributions will remain in the possession of the applicable Disbursing Agent pursuant to this section for the benefit of such claimants until such time as a Distribution becomes deliverable.

b. After Distributions Become Deliverable

The applicable Disbursing Agent will make all Distributions that become deliverable to Holders of Allowed Claims as soon as reasonably practicable after such Distributions become deliverable; *provided, however*, that the applicable Trustee or Third Party Disbursing Agent, as applicable, may, subject to the terms of the applicable Trust Agreement, make Distributions to the Holders of Allowed Claims at such times and at such intervals as the Trustee determines is appropriate for purposes of administrative convenience. Each such Distribution will include, to the extent applicable, a Pro Rata share of the Cash Investment Yield from the investment of any undeliverable Cash from the date that such Distribution would have first been due had it then been deliverable to the date that such Distribution becomes deliverable.

c. Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim that does not assert a claim pursuant to the Plan for an undeliverable Distribution to be made by a Disbursing Agent within 180 days after the later of (i) the Effective Date and (ii) the last date on which a Distribution was deliverable to such Holder will have its claim for such undeliverable Distribution deemed satisfied, waived and released and will be forever barred from asserting any such claim against the Debtors, the Liquidation Trust, the GUC Distribution Trust and their respective property. After that date, the unclaimed Distribution(s) shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and all such unclaimed property shall revert (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary) to the applicable Trust automatically and without need for a further order of the Bankruptcy Court. In such cases, the unclaimed Distributions will be maintained for redistribution to other Holders entitled to Distributions under the Plan. Nothing contained in the Plan will require any Debtor or any Disbursing Agent to attempt to locate any Holder of an Allowed Claim, except as provided in Article VI.B.2.a.

3. Uneconomic Distributions

In the event a Disbursing Agent, with the consent of the applicable Trust's board, determines that the amount to be distributed in any final Distribution is such that the expense of making that final Distribution would approach or exceed the benefit to the applicable Trust's beneficiaries from such Distribution, the Disbursing Agent in its discretion may instead transfer such amount to one or more tax exempt nonprofit organizations active in the provision of human services in the Wichita, Kansas and/or Puget Sound, Washington areas.

C. Compensation and Reimbursement for Services Related to Distributions**1. Compensation and Reimbursement**

Each Third Party Disbursing Agent providing services related to distributions pursuant to the Plan will receive from the applicable Trust, without further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred (including taxes) in connection with such services.

2. Investment of Cash Related to Distributions

To assist in making distributions under the Plan, Cash may be held in the name of one or more Third Party Disbursing Agents for the benefit of Holders of Allowed Claims under the Plan. The Third Party Disbursing Agents will invest the Cash as directed by the applicable Trustee in accordance with the Debtors' investment and deposit guidelines; *provided, however*, that should the applicable Trustee determine, in his or her sole discretion, that the administrative costs associated with such investment will exceed the return on such investment, he or she may direct the Third Party Disbursing Agent to not invest such Cash. Distributions of Cash from accounts held by Third Party Disbursing Agents will include a Pro Rata share of the Cash Investment Yield, if any, from such investment of Cash.

D. Distribution Record Date**1. No Recognition of Transfers after the Distribution Record Date**

A Disbursing Agent will have no obligation to recognize the transfer of, or the sale of any participation in, any Claim that occurs after the close of business on the Distribution Record Date and will be entitled for all purposes herein to recognize and make Distributions only to those Holders of Allowed Claims that are Holders of record of such Claims, or participants therein, as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, a Disbursing Agent may in its sole discretion acknowledge such a transfer or sale, conditioned on the receipt of such consents and other documentation as the Disbursing Agent may in its discretion determine is appropriate.

2. Treatment of Certain Transfers

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the Holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Distribution Record Date.

E. Means of Cash Payments

Except as otherwise specified herein, Cash payments made pursuant to the Plan to Holders of Claims will be in U.S. currency by checks drawn on a domestic bank selected by the applicable Trustee, or, at the option of the applicable Trustee, by wire transfer from a domestic bank; *provided, however*, that Cash payments to foreign Holders of Allowed Claims may be

made, at the option of the applicable Trustee, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

F. Timing and Calculation of Amounts to Be Distributed

1. Allowed Claims

Each Holder of an Allowed Claim will receive the full amount of the Distributions that the Plan provides for Allowed Claims in the applicable Class pursuant to the terms and conditions of the Plan and the applicable Trust Agreement.

2. De Minimis Distributions

No Disbursing Agent will distribute Cash to the Holder of an Allowed Claim in an impaired Class if the amount of Cash to be distributed on account of such Claim is less than \$100 in the aggregate. Any Holder of an Allowed Claim in an impaired Class on account of which the amount of Cash to be distributed is less than \$100 in the aggregate will be forever barred from asserting its Claim for such distribution against the applicable Trust or its property. Any Cash not distributed pursuant to this section will be the property of the applicable Trust, and any such Cash held by a Third Party Disbursing Agent will be transferred or returned to the applicable Trust. Any fractional amounts of cash will be rounded down to the nearest cent (i.e., \$0.01).

3. Compliance with Tax Requirements

a. Withholding and Reporting

In connection with the Plan, each Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, including but not limited to U.S. federal backup withholding, and all Distributions shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, each Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Distribution to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions or establishing any other mechanisms such Disbursing Agent believes are reasonable and appropriate. Such Disbursing Agent shall have the right to allocate all Distributions in compliance with applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances.

Each Disbursing Agent shall be authorized to require each Holder of a Claim to provide it with an executed IRS Form W-9, IRS Form W-8 or other appropriate tax form or documentation as a condition precedent to being sent a Distribution. The applicable Disbursing Agent shall provide advance written notice of such requirement to each Holder of a Claim affected thereby. The notice shall provide each Holder of a Claim with a specified time period after the date of mailing of such notice to provide an executed IRS Form W-9, IRS Form W-8 or other tax form or documentation to such Disbursing Agent. If a Holder of an Allowed Claim does not provide such Disbursing Agent with an executed IRS Form W-9, IRS Form W-8 or other tax form or documentation within the time period specified in such notice, or such later time period agreed to

by such Disbursing Agent in writing in its discretion, then such Disbursing Agent, in its sole discretion, may (i) make a Distribution net of any applicable withholding or (ii) determine that such Holder shall be deemed to have forfeited the right to receive any Distribution, in which case, any such Distribution shall revert to the applicable Trust for Distribution on account of other Allowed Claims pursuant to the Plan and the Claim of the Holder originally entitled to such Distribution shall be waived and forever barred without further order of the Bankruptcy Court.

b. Obligations of Distribution Recipients

Notwithstanding any other provision of the Plan, each Entity receiving a Distribution pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any governmental unit on account of such Distribution, including income, withholding and other tax obligations.

G. Setoffs

Except with respect to claims of a Debtor released pursuant to the Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the applicable Trustee or a Third Party Disbursing Agent, as instructed by the applicable Trustee pursuant to section 558 of the Bankruptcy Code or applicable non-bankruptcy law, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim (before any distribution is made on account of such Claim) the Retained Causes of Action of any nature against the Holder of such Allowed Claim; *provided, however*, that neither the failure to effect a setoff nor the allowance of any Claim hereunder will constitute a waiver or release by the applicable Debtor of any Retained Causes of Action that the Debtors may possess against such a Claim Holder.

H. Allocation of Payments

Except as required by applicable bankruptcy law or otherwise expressly provided herein, interest shall not accrue on any Holder's Claim entitled to a Distribution from a Trust's assets in respect of the period from the Petition Date to the date a final Distribution is made on such Claim. To the extent that any Allowed Claim entitled to a Distribution from a Trust's assets consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such Distributions shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

ARTICLE VII

PROCEDURES FOR RESOLVING DISPUTED CLAIMS

A. Prosecution of Objections to Claims

1. Objections to Claims

All objections to Claims must be Filed by no later than the Claims Objection Bar Date, as the same may be extended by an order of the Bankruptcy Court.

2. Authority to Prosecute Objections

After the Effective Date, only the Liquidation Trustee on behalf of the Liquidation Trust and the GUC Distribution Trustee on behalf of the GUC Distribution Trust will have the authority to File, settle, compromise, withdraw or litigate to judgment objections to Claims, including pursuant to any alternative dispute resolution or similar procedures approved by the Bankruptcy Court; *provided, however*, that any party in interest may object to Disputed Claims. After the Effective Date, the Liquidation Trustee may settle or compromise any Disputed Claim (other than a Disputed Class 4 Claim) without approval of the Bankruptcy Court, except as may be required by the Liquidation Trust Agreement. After the Effective Date, the GUC Distribution Trustee may settle or compromise any Disputed Class 4 Claim without approval of the Bankruptcy Court in accordance with the GUC Distribution Trust Agreement.

B. Treatment of Disputed Claims

1. No Payments on Account of Disputed Claims

Notwithstanding any other provisions of the Plan, no payments or Distributions will be made on account of a Disputed Claim until such Claim becomes an Allowed Claim.

2. Establishment of Disputed Claims Reserves

Within sixty days after the Effective Date, or as soon thereafter as is reasonably practicable, the Liquidation Trustee will establish a Disputed Claims Reserve for any Disputed Administrative Claims, Priority Tax Claims, Priority Claims, and Other Secured Claims, which reserve will be administered by the Liquidation Trustee. Within sixty days after the Effective Date, the GUC Distribution Trustee will establish a Disputed Claims Reserve for Distributions on account of any Disputed General Unsecured Claims. The Liquidation Trustee will reserve, in Cash from the Liquidation Trust's Assets, on account of the full asserted amount (or such lesser amount as may be determined or estimated by the Bankruptcy Court after notice and a hearing) with respect to each applicable Disputed Claim. The GUC Distribution Trustee will reserve from any Distribution the amount each Disputed General Unsecured Claim would be entitled to receive as a Distribution based on the full asserted amount of the Claim (or such lesser amount as may be determined or estimated by the Bankruptcy Court after notice and a hearing). For the avoidance of doubt, the Trustees may administer the Disputed Claims Reserves by book entry.

3. Maintenance of Disputed Claims Reserves

The Cash placed in any Disputed Claim Reserve will be deposited in an interest-bearing account. The property in any Disputed Claims Reserve will be held in trust for the benefit of the Holders of the Disputed Claims ultimately determined to be Allowed Claims. The Disputed Claims Reserves may be closed by the applicable Trustee when all of the applicable Disputed Claims have been resolved in accordance with the terms of this Plan. Upon closure of any Disputed Claims Reserve, all Cash (including any related Cash Investment Yield) and other property held in the Disputed Claims Reserve will be distributed Pro Rata to the applicable Trust's beneficiaries.

4. Recourse

Other than Holders of Disputed Class 4 Claims or Class 5 Claims, each Holder of a Disputed Claim that ultimately becomes an Allowed Claim will have recourse only to the Disputed Claims Reserve for the satisfaction of such Allowed Claim and not any assets previously distributed on account of any Allowed Claim. Each Holder of a Disputed Class 4 Claim or Class 5 Claim that ultimately becomes an Allowed Claim will have recourse only to the Disputed Claims Reserve maintained by the GUC Distribution Trust and future GUC Distributable Assets, and not any assets previously distributed on account of any Allowed Claim.

5. Estimation

Nothing in the Plan shall preclude or limit in any way the right of the Debtors or either Trustee to request the Bankruptcy Court to estimate, for any purpose, any Disputed Claim. Such estimation shall be conducted pursuant to section 502(c) of the Bankruptcy Code, it being understood that a significant delay in making Distributions on account of Allowed Claims pursuant to the Plan shall constitute undue delay in the administration of the Chapter 11 Cases.

C. Distributions on Account of Disputed Claims Once Allowed

The applicable Disbursing Agent will make all Distributions on account of a Disputed Claim that becomes an Allowed Claim in accordance with the provisions of the Plan, including the provisions of the Plan governing the applicable Class, and the applicable Trust Agreement.

ARTICLE VIII

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions to the Effective Date

The Effective Date will not occur and the Plan will not be consummated unless and until each of the following conditions has been satisfied or duly waived pursuant to Article VIII.B:

1. The Bankruptcy Court will have entered the Confirmation Order.
2. The Liquidation Trust Agreement will have been executed and the Liquidation Trust will have been established.
3. The GUC Distribution Trust Agreement will have been executed and the GUC Distribution Trust will have been established.
4. The Liquidation Trustee and the GUC Distribution Trustee will have been appointed and have accepted their respective appointment.
5. All other documents and agreements necessary to implement this Plan on the Effective Date will have been executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Unit in accordance with applicable laws.

6. The Professional Fee Reserve Account will have been funded as set forth herein.
7. The Liquidation Trust Assets will have been transferred to the Liquidation Trust.
8. The GUC Claims Determination Fund and Initial GUC Cash Distribution will have been transferred to the GUC Distribution Trust.
9. All statutory fees and obligations then due and payable to the U.S. Trustee will have been paid in full.

B. Waiver of Conditions to the Effective Date

The conditions to the Effective Date set forth in Article VIII.A may be waived in whole or part in writing (email being sufficient) by the Debtors, subject to the consent of the other Settling Parties, at any time without an order of the Bankruptcy Court. The other Settling Parties shall not unreasonably withhold their consent to a waiver.

C. Effect of Vacatur of the Confirmation Order

If the Confirmation Order is vacated (1) the Plan will be null and void in all respects, including with respect to the release of Claims and Distributions for Allowed Claims; and (2) nothing contained in the Plan will (a) constitute a waiver or release of any Claims by or against, or any Interest in, the Debtors or (b) prejudice in any manner the rights, including any claims or defenses, of the Parties or any other party in interest.

D. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, (1) the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and (2) pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, Representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals will have any liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale or purchase of any securities offered and sold under this Plan and any previous plan.

ARTICLE IX

EXCULPATION, RELEASES, AND INJUNCTION

A. Exculpation

Except as otherwise specifically provided in this Plan, no Exculpated Party shall have or incur any liability with respect to, and each Exculpated Party is released and exculpated from, any cause of action for any claim related to any act or omission occurring on or after the Petition Date through and including the Effective Date in connection with,

relating to, or arising out of, the Chapter 11 Cases, the Disclosure Statement, this Plan, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the Asset Sales, the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence; *provided, however*, that in all respects the Exculpated Parties shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to this Plan.

B. Releases

1. Releases by the Debtors

On and after the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, including any Retained Causes of Action and derivative claims that could be asserted on behalf of the Debtors, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on, or relating to, or in any manner arising from, in whole or in part, Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in this section (i) do not release any post-Effective Date obligations of any party or Entity under this Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement this Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under this Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the releases herein, which includes by reference each of the related provisions and definitions contained herein.

2. Releases by Holders of Claims and Interests

As of the Effective Date, except as otherwise provided herein, each Releasing Party is deemed to have released each Released Party from any and all claims and causes of action, whether known or unknown, including any derivative claims asserted on behalf of

the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in this section (i) do not release any post-Effective Date obligations of any party or Entity under this Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement this Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under this Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the releases herein, which includes by reference each of the related provisions and definitions contained herein.

C. Injunction

Except as provided in the Plan or the Confirmation Order and other than with respect to a right of recoupment or a setoff, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim or other debt or liability subject to the Plan or an Interest or other right of an equity security Holder that is terminated pursuant to the terms of the Plan or cause of action of a non-Debtor that is released under the Plan will be permanently enjoined from taking any of the following actions in respect of any such Claims, debts, liabilities, Interests or rights: (1) commencing or continuing in any manner or means any action or other proceeding against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to this Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets, whether directly, derivatively or otherwise, other than to enforce any right pursuant to the Plan (or any order resolving the Dispute) to a Distribution; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to this Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets other than as permitted pursuant to (1) above; (3) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Liquidation Trust, the Exculpated Parties (to the extent of the exculpation provided pursuant to this Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or their

respective property; (4) asserting a right of subrogation of any kind against any debt, liability or obligation due to the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to this Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or the Released Parties; and (5) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Such injunction will extend to the successors, if any, of the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to this Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, and the Released Parties and to their respective properties and interests in property. Anyone injured by any willful violation of this injunction will be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

D. Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

ARTICLE X

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, reclassify, estimate or establish the priority, secured or unsecured status (or proper Plan classification) of any Claim or Interest, including the resolution of any request for an Administrative Claim and the resolution of any objections to the allowance, priority or classification of Claims or Interests;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan for periods ending on or before the Effective Date;

3. resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which any Debtor is a party or with respect to which any Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

4. ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other

agreements or documents entered into or delivered in connection with the Plan or the Confirmation Order, including the Liquidation Trust Agreement and the GUC Distribution Trust Agreement;

6. resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan, including the Liquidation Trust Agreement, the GUC Distribution Trust Agreement or any Entity's rights arising from or obligations incurred in connection with the Plan or such documents;

7. modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code;

8. issue injunctions, enforce the injunctions and exculpations contained in the Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

9. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or distributions pursuant to the Plan are enjoined or stayed;

10. determine any other matters that may arise in connection with or relate to the Plan, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan or the Confirmation Order;

11. recover any property of the Estates, wherever located;

12. hear and determine matters related to the Retained Causes of Action, including any motions under Bankruptcy Rule 2004 related thereto;

13. determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code, including any Disputed Claims for taxes;

14. enter one or more final decrees closing the Debtors' Chapter 11 Cases;

The foregoing is not intended to (a) expand the Bankruptcy Court's jurisdiction beyond that allowed by applicable law, (b) impair the rights of an Entity to invoke the jurisdiction of a court, commission, or tribunal or (c) impair the rights of an Entity to seek the withdrawal of the reference in accordance with 28 U.S.C. § 157(d).

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. Dissolution of the Creditors' Committee

On the Effective Date, the Creditors' Committee will dissolve and the members thereof will be released and discharged from all duties and obligations arising from or related to the Chapter 11 Cases; *provided, however*, that, after the Effective Date, the Creditors' Committee will continue to exist solely with respect to (i) any applications for Professional Fee Claims or expense reimbursements for members of the Creditors' Committee, including preparing same, objecting to same, defending same and attending any hearing with respect to same; (ii) any motions or other actions seeking enforcement or implementation of the provisions of the Plan or Confirmation Order; and (iii) any appeal pending as of the Effective Date or filed thereafter, the outcome of which could reasonably be expected to affect in any material way the treatment of the Holders of General Unsecured Claims, including, but not limited to, any cases, controversies, suits or disputes arising in connection with the consummation, interpretation, implementation or enforcement of the Plan or the Confirmation Order. Following the Effective Date, the Creditors' Committee's Professionals shall be entitled to reasonable compensation for services rendered in connection with the matters identified in clauses (i) – (iii), provided such amounts are available under the approved budget pursuant to the DIP Order, as recharacterized pursuant to the Plan Settlement. Any such payments made in connection therewith shall be made without any further notice to or action, order, or approval of the Bankruptcy Court. The Creditors' Committee may also reconstitute informally if there is a need to appoint replacement members of the Liquidation Trust Board or GUC Distribution Trust Board.

B. Modification of the Plan

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code, the Debtors or the Liquidation Trustee, as applicable, reserve the right, subject to the prior consent of each other Settling Party, to alter, amend or modify the Plan at any time before its substantial consummation.

C. Revocation of the Plan

The Debtors reserve the right to revoke or withdraw this Plan as to any (or all) of the Debtors prior to the Effective Date. If this Plan is revoked or withdrawn as to any (or all) of the Debtors, then this Plan will be null and void in all respects solely with respect to such Debtors, and nothing contained in this Plan will (1) prejudice in any manner the rights of any Debtor or any other party in interest; (2) constitute a waiver or release of any claims by or against, or any interests in, any of the Debtors or any other Entity; or (3) constitute an admission of any sort by any Debtor or any other Entity. The revocation or withdrawal of this Plan with respect to one or more Debtors will not require the re-solicitation of this Plan with respect to the remaining Debtors.

D. Inconsistency

In the event of any inconsistency among this Plan, the Disclosure Statement, or any exhibit or schedule to the Disclosure Statement, the provisions of this Plan will govern. In the event of any inconsistency among this Plan and any document or agreement Filed in connection with this Plan, including documents in the Plan Supplement, such document or agreement will control. In the event of any inconsistency among this Plan or any document or agreement Filed in connection with this Plan and the Confirmation Order, the Confirmation Order will control.

E. Exhibits and Schedules

All exhibits and schedules to this Plan, including the Plan Supplement, are incorporated into and constitute a part of this Plan as if set forth herein.

F. Severability

If prior to the entry of the Confirmation Order, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court may, at the request of the Debtors, alter and interpret such term or provision to the extent necessary to render it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as so altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remaining terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

G. Successors and Assigns

Except as expressly provided otherwise in this Plan, the rights, benefits and obligations of any person named or referred to in the Plan or the Confirmation Order will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor or assign, Affiliate, Representative, beneficiary or guardian, if any, of each person.

H. Closing of Chapter 11 Cases

On or after the Effective Date, the Liquidation Trustee will be authorized, subject to compliance with Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court at any time to submit a motion seeking the closure of any of the Chapter 11 Cases without prejudice to the rights of any party in interest to seek to reopen such Chapter 11 Cases, and all motions, contested matters, adversary proceedings, and other matters with respect to such Chapter 11 Cases will be administered in the remaining Chapter 11 Case(s), without prejudice to the rights of any party in interest.

I. Service of Documents

Any pleading, notice or other document required by the Plan or Confirmation Order to be served on or delivered to the Debtors, the Liquidation Trustee, the Creditors' Committee, the GUC Distribution Trustee, or the Settling Parties must be sent to:

1. The Debtors

TECT Aerospace Group Holdings, Inc., *et al.*
c/o Shaun Martin
Riveron RTS, LLC
265 Franklin Street, Suite 1004
Boston, MA 02110
Email: smartin@riveron.com

With a copy to:

Paul N. Heath
Zachary I. Shapiro
Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Email: heath@rlf.com
shapiro@rlf.com

2. The Liquidation Trustee: the address set forth in the Liquidation Trust Agreement

3. The Creditors' Committee

c/o Matthew P. Ward
Morgan L. Patterson
Womble Bond Dickinson (US) LLP
1313 North Market Street, Suite 1200
Wilmington, DE 19801
Email: matthew.ward@wbd-us.com
morgan.patterson@wbd-us.com

-and-

c/o David M. Posner
Gianfranco Finizio
Kilpatrick Townsend & Stockton LLP
The Grace Building
1114 Avenue of the Americas
New York, NY 10036
Email: dposner@kilpatricktownsend.com
gfinizio@kilpatricktownsend.com

4. The GUC Distribution Trustee: the address set forth in the GUC Distribution Trust Agreement

5. Boeing

The Boeing Company
Office of the General Counsel
Attn: Jennifer E. Sweeny
7755 E. Marginal Way S., M/C 11-509
Seattle, WA 98108
Email: Jennifer.e.sweeny@boeing.com

-and-

c/o Alan D. Smith
Amir Gamliel
Perkins Coie LLP
1201 Third Avenue
Seattle, WA 98101
Email: adsmith@perkinscoie.com
agamliel@perkinscoie.com

Dated: January 21, 2022

Respectfully submitted,

By: _____
Name: Shaun Martin
Title: Chief Restructuring Officer