

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
CD LIQUIDATION CO. PLUS, LLC, f/k/a CYNERGY DATA, LLC, <i>et al.</i> , ¹	Case No. 09-13038 (KG)
Debtors.	Jointly Administered
	Related Docket Nos: 968, 969, 1117, 1118, 1127, 1128

NOTICE OF MODIFICATIONS TO PLAN AND DISCLOSURE STATEMENT

PLEASE TAKE NOTICE on September 27, 2010, the Debtors filed the Joint Plan of Liquidation of CD Liquidation Co., LLC, Cynergy Data Holdings, Inc. and CD Liquidation Co. Plus, LLC (the “Plan”) (Docket No. 968) and the Disclosure Statement with Respect to Joint Plan of Liquidation of CD Liquidation Co., LLC, Cynergy Data Holdings, Inc. and CD Liquidation Co. Plus, LLC (the “Disclosure Statement”) (Docket No. 969).

PLEASE TAKE FURTHER NOTICE on November 10, 2010, the Debtors filed a modified Plan (Docket No. 1117) and Disclosure Statement (Docket No. 1118).

PLEASE TAKE FURTHER NOTICE on November 11, 2010, the Debtors filed a further modified Plan (Docket No. 1127) and Disclosure Statement (Docket No. 1128). Attached as **Exhibit A** is a blackline of the further modifications made to the Plan. Additionally, attached as **Exhibit B** is a blackline of the further modifications made to the Disclosure Statement.

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¹ The Debtors are the following entities (with the last four digits of their federal tax identification numbers in parentheses): Cynergy Data, LLC (8677); Cynergy Data Holdings, Inc. (8208); Cynergy Prosperity Plus, LLC (4265). The mailing address for the Debtors is 30-30 47th Avenue, 9th Floor, Long Island City, New York 11101.



Dated: November 11, 2010
Wilmington, Delaware

Respectfully submitted,

PEPPER HAMILTON LLP

/s/ Evelyn J. Meltzer
David B. Stratton (DE No. 960)
Evelyn J. Meltzer (DE No. 4581)
John H. Schanne, II (DE No. 5260)
Hercules Plaza, Suite 5100
1313 Market Street
P.O. Box 1709
Wilmington, DE 19899-1709
Telephone: (302) 777-6500

-and-

NIXON PEABODY LLP
Mark N. Berman
Dennis J. Drebsky
Lee Harrington (DE No. 4046)
437 Madison Avenue
New York, New York 10022
Telephone: (212) 940-3000
Facsimile: (212) 940-3111

*Counsel for the Debtors
and Debtors in Possession*

EXHIBIT “A”

v. “Class” means a category of holders of Claims or Interests, as described in Article II below.

w. “Committee” means the Official Committee of Unsecured Creditors appointed on September 11, 2009 pursuant to Section 1102(a) of the Bankruptcy Code in the Chapter 11 Cases.

x. “Committee Member Expenses” means the reasonable expenses of the members of the Committee authorized pursuant to Section 503(b)(3)(F) of the Bankruptcy Code.

y. “Confirmation” means entry by the Bankruptcy Court of the Confirmation Order.

z. “Confirmation Date” means the date on which the Confirmation Order is entered on the docket of the Chapter 11 Cases by the clerk of the Bankruptcy Court within the meaning of Bankruptcy Rules 5003 and 9021.

aa. “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code.

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

cc. “Consummation” means the occurrence of the Effective Date.

dd. “Creditor” means any Person who holds a Claim against one of the Debtors.

ee. “Creditor Representative” shall have the meaning set forth in the Liquidation Trust Agreement. The Creditor Representative shall be initially selected in the manner set forth in the Liquidation Trust Agreement prior to the commencement of the Confirmation Hearing.

ff. “Cure Escrow Account” means the funds currently on deposit with Wilmington Trust Company, as Escrow Agent, pursuant to the Sale Order entered by the Bankruptcy Court on October 9, 2009 and the Escrow Agreement dated October 26, 2009 by and between Cynergy Data, LLC as Seller and Wilmington Trust Company, as Escrow Agent.

gg. “Debtors” means CD, Holdings and Prosperity including in their capacity as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

hh. “Disclosure Statement” means the written disclosure statement ~~that relates to the Plan~~, dated September 27, 2010, **2010** as amended, supplemented, or modified from time to time, **that relates to the Plan** and that is prepared and distributed in accordance with Sections 1125 and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018.

ii. “Disputed Claim” or “Disputed Interest” means any Claim or Interest not otherwise Allowed or paid pursuant to the Plan or an order of the Bankruptcy Court (a) which

2. Funding of the Liquidation Trust

On or prior to the Effective Date, the Liquidation Trust shall be established pursuant to the Liquidation Trust Agreement and this Plan. The Liquidation Trust will be funded in accordance with the terms of the Liquidation Trust Agreement with the respective Liquidation Trust Assets or the proceeds thereof.

3. Liquidation Trustee

The Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust ~~assets~~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 Liquidation Trustee shall be authorized to investigate, prosecute, litigate and compromise any Cause of Action and shall have standing as a representative of the Estates to pursue any Causes of Action and objections to Claims, whether initially filed by or on behalf of the Debtors, the Debtors' Estates, or as may be filed by the Liquidation Trust, and may assert any claims and defenses that may otherwise have been asserted by a trustee under the Bankruptcy Code. The Liquidation Trustee shall be vested with all rights, powers and benefits afforded to a trustee under the Bankruptcy Code, including without limitation, Sections 108 and 505 of the Bankruptcy Code. Except as expressly provided in this Plan, the Sale Order, and the Settlement Order, no assets of the Estates shall be deemed released or compromised by or as a result of this Plan, its confirmation, its consummation or its treatment of any Claim or creditor. No "insured versus insured" exclusion contained in any insurance policy shall apply to any claims brought or prosecuted by the Liquidation Trustee. Further, no defense, right of setoff, counterclaim or right of recoupment of the Debtors shall be deemed waived or compromised. The powers, rights and responsibilities of the Liquidation Trustee shall be specified further in the Liquidation Trust Agreement and shall include, subject to matters requiring approval of the Agent for the Senior First Lien Lenders and the Creditor Representative, the authority and responsibility to: (i) effect all actions and execute all agreements, instruments and other documents necessary to implement the Plan, including, without limitation, the Settlement Order, Settlement Term Sheet and Settlement Escrow Account; (ii) accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the Liquidation Trust Assets, each in accordance with the Plan and Liquidation Trust Agreement; (iii) sell, liquidate, transfer, distribute or otherwise dispose of the Liquidation Trust Assets or any part thereof or any interest therein pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (iv) calculate and make distributions to holders of Allowed Claims pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (v) establish and administer the Trust Accounts and, if necessary, any additional trust accounts; (vi) comply with the Plan and exercise the Liquidation Trustee's rights and fulfill its obligations thereunder; (vii) review, reconcile, compromise, settle, prosecute or object to Claims and resolve such objections as set forth in the Plan; (viii) employ Professionals, including Professionals already retained by the Estates or the Committee, to represent the Liquidation Trust with respect to its responsibilities; (ix) file appropriate Tax returns and other reports on behalf of the Liquidation Trust and the Debtors and pay from Liquidation Trust Assets Taxes or other obligations owed by the Liquidation Trust and the Debtors; (x) exercise such other powers as may be vested in the Liquidation Trustee or as deemed by it to be necessary and proper to implement the provisions of the Plan and the Liquidation Trust Agreement in consultation with the Creditor Representative and the Agent for

that the Debtor or Debtors may possess against such a Claim Holder, which are expressly preserved under Article V.E.

K. Rejection

1. Status of Remaining Executory Contracts

On the Effective Date, and unless previously rejected pursuant to a Final Order, to the extent permitted by applicable law, all of the Debtors' remaining prepetition executory contracts and unexpired leases are rejected by the Debtors as of the Confirmation Date, unless such executory contract or unexpired lease:

(1) is expressly identified in the Plan Supplement as a contract or lease that is being assumed pursuant to the Plan;

(2) is the subject of a motion to assume filed on or before the Confirmation Date;

(3) is the subject of an agreement, entered into on or before the Confirmation Date, among the Debtors and the counterparty to such executory contract to extend the time to assume or reject such executory contract to a date subsequent to the Confirmation Date; or

(4) is already assumed under the APA and, pursuant to and, in furtherance of the Sale Order.

2. Bar Date for Filing Claims for Rejection Damages

If the rejection of any of the Debtors' prepetition executory contracts or unexpired leases gives rise to a Claim, a proof of Claim must be served upon the Debtors, Debtors' counsel and the Claims Agent within thirty (30) days after the earlier of (a) service of notice of entry of the Confirmation Order; or (b) service of such other notice that the executory contract or unexpired lease has been rejected, or (c) such other order of the Bankruptcy Court establishing an earlier date for the filing of such proof of claim. Any claim not served within such time period will be forever barred.

3. Cure Escrow Account

~~The Liquidation Trustee will maintain the escrow for cure payments created pursuant to the Sale Order (D.I. No. 258), and (b) the amounts as set forth in the Cure Notice served and filed in connection therewith. The funds in the Cure Escrow Account will only be disbursed upon further order of this Court or by agreement of the relevant parties who have an interest in such funds.~~

F. Exculpation And Limitation Of Liability

Other than as set forth in the Settlement Term Sheet and Settlement Order, none of the Reorganization Parties shall have or incur any liability to the Debtors, their Estates, any Holder of a Claim or an Interest, or to any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, or to any of their successors or assigns, for any act or omission occurring subsequent to the Petition Date in connection with, relating to, or arising out of, the administration of the Chapter 11 Cases, negotiation of the Disclosure Statement, negotiation of this Plan, negotiation of the Liquidation Trust Agreement, the solicitation of acceptances of this Plan, the pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for their gross negligence or willful misconduct, and in all respects each of the Reorganization Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

Notwithstanding any other provision of this Plan, no Holder of a Claim or Interest and no other party in interest, none of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, and no successors or assigns of the foregoing, shall have any right of action against any one or more of the Reorganization Parties for any act or omission occurring subsequent to the Petition Date in connection with, relating to, or arising out of, the administration of the Chapter 11 Cases, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for their gross negligence or willful misconduct; provided that the exculpation and limitation on liability in this Article XII.E or otherwise in the Plan shall not limit, abridge, or otherwise affect (a) the rights of the parties to the Settlement Term Sheet, including without limitation, Moneris Solutions, Inc. and Harris, N.A., and any and all other parties to assert, enforce, sue on, or settle any claims, causes of action or other rights provided for in the Settlement Term Sheet or Settlement Order; and (b) the rights of Purchaser under the Sale Order, except specifically as limited by the Settlement Order.

G. Permanent Injunction

Except as otherwise expressly provided in the Settlement Order, Plan or the Confirmation Order, all entities who have held, hold or may hold Claims against, or Interests in, the Debtors are permanently enjoined, on and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Interest against the property or interests in property of the Debtors; (ii) commencing or continuing an action on a Claim released under Article XII.H of the Plan solely against any one or more of the Reorganization Parties, (iii) the enforcement, attachment, collection, or recovery by any manner or means of judgment, award, decree or order against the property or interests in property of the Debtors, (iv) creating, perfecting, or enforcing any encumbrance of any kind against any property or interests in property of the Debtors, and (v) asserting any right of setoff or subrogation of any kind against any obligation due to the Debtors or against the property or Interests in property of the Debtors on account of any such Claim or Interest. The foregoing injunction will extend to

and be for the benefit of the Liquidation Trust and its properties and Interests in property. For the avoidance of any doubt, this Permanent Injunction shall not interfere in any way with the ability of the Liquidation Trust to pursue any property of the Debtors and realize the value of the Debtors' interest in such property in accordance with the terms of the Liquidation Trust. This Permanent Injunction shall not, however, apply to limit, abridge or otherwise affect (a) the rights of the parties to the Settlement Term Sheet or as provided in the Settlement Order, including, without limitation, the rights of Moneris Solutions, Inc. and Harris N.A., and any and all other parties to enforce the terms of the Settlement Term Sheet or compel compliance with the Settlement Order; (b) the rights of either the Debtors or the Purchaser under the Sale Order, including the right to enforce the injunction granted therein.

H. Debtors' Releases

As of the Effective Date, the Debtors together with any successors to the Debtors and each of their respective estates, directors, officers, members, managers, employees, agents, financial advisors, representatives, affiliates, attorneys and professionals (solely in their capacities as such) shall be deemed, to the maximum extent permitted by applicable law, to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities whatsoever (including without limitation for subordination of any kind or nature) in connection with or related to the Debtors, or the administration of the Chapter 11 Cases or the Plan (other than the rights of the Debtors and any successors to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents assumed, passed through or delivered in connection with such Plan) and 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 that are based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date against any of the Reorganization Parties as of the Effective Date, for any act or omission occurring subsequent to the Petition Date in connection with, relating to, or arising out of, the administration of the Chapter 11 Cases, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for their gross negligence or willful misconduct. The releases, waivers and discharges provided for herein shall apply only to acts, omissions, transactions, events or other occurrences that took place to the Effective Date.

Notwithstanding anything to the contrary herein, any and all claims, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever arising under or related to the Settlement Term Sheet, as ordered by the Settlement Order at paragraphs 11, 12, 14 and 15 of the Settlement Order, shall survive entry of an order approving the Plan and be enforceable to the fullest extent in law and equity.

Furthermore, notwithstanding anything to the contrary herein, or in the Liquidation Trust or the Confirmation Order, except as otherwise specifically limited by the Settlement Term Sheet as ordered by the Settlement Order, any and all rights, claims and interests of Debtors and the Purchaser under the APA and Sale Order shall remain in full force and

EXHIBIT “B”

I. EXECUTIVE SUMMARY

On September 1, 2009 (the “Petition Date”), Cynergy Data, LLC (“CD”), its parent, Cynergy Data Holdings, Inc. (“Holdings”) and its subsidiary, Cynergy Prosperity Plus, LLC (“Prosperity” and together with CD and Holdings, the “Debtors”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). On September 10, 2009, the United States Trustee appointed an official committee of unsecured creditors (the “Committee”). No trustee or examiner has been appointed.

On September 27, 2010, the Debtors and the Committee (the “Plan Proponents”) filed with the Bankruptcy Court the Joint Plan of Liquidation, **as amended, supplemented, or modified from time to time** (the “Plan”), which sets forth the manner in which Claims against and Interests in the Debtors will be paid and/or otherwise liquidated. This disclosure statement (the “Disclosure Statement”) describes certain aspects of the Plan, the Debtors’ operations, significant events occurring during their Chapter 11 Cases, and related matters. This Executive Summary is intended solely as a summary of the distribution provisions of the Plan and certain matters related to the Debtors’ businesses and is qualified in its entirety by the more detailed discussions and information appearing elsewhere in this Disclosure Statement and the Plan. FOR A COMPLETE UNDERSTANDING OF THE PLAN, YOU SHOULD READ THIS DISCLOSURE STATEMENT, THE PLAN, AND THE EXHIBITS THERETO IN THEIR ENTIRETY. All capitalized terms not defined in this Disclosure Statement have the meanings ascribed to such terms in the Plan.

THE DEBTORS’ HAVE APPROVED THE PLAN AND RECOMMEND THAT THE HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE ON THE PLAN VOTE TO ACCEPT THE PLAN. **THE COMMITTEE HAS ALSO APPROVED THE PLAN AND STRONGLY URGES THAT ALL HOLDERS OF CLAIMS VOTE TO ACCEPT THE PLAN.**

A. Summary of Treatment of Claims and Interests under the Plan

Under the Plan, Claims against and Interests in the Debtors are divided into Classes. The estimated aggregate amount of Claims in each Class and the amount and nature of distributions to holders of Claims or Interests in each Class are summarized in the table below. All creditors and interest holders should review the Disclosure Statement, the Plan and any accompanying ballots to determine the classification of their claims.

The estimated amounts of Claims shown in the table below are based upon the Debtors’ ongoing review of Claims and the Debtors’ books and records. These amounts may be revised substantially following the completion of a detailed analysis of all filed Claims. The amount of any Disputed Claim that ultimately is allowed by the Bankruptcy Court may be significantly more or less than the estimated amount of such claim.

In addition, the Debtors’ estimates for recoveries by holders of Allowed Claims are based on the Debtors’ current view of (i) the likely amount of Allowed Administrative

3. Post Closing Disputes

On or about April 22, 2010, Purchaser filed a Motion to Enforce the Sale Order and to Compel Debtors to Cause to be Released from Escrow Certain EP Reserve Cure Costs (the "Sale Order Enforcement Motion"). Purchaser sought to prohibit the Debtors from offsetting certain pre-closing losses against the Transferred Assets, post closing.

On or about May 10, 2010, the Debtors' filed their Opposition to the Purchaser's Sale Order Enforcement Motion. On or about May 18, 2010, Purchaser's Reply to Debtors' Opposition to Motion to Enforce the Sale Order and to Compel Debtors to Cause to be Released from Escrow Certain EP Reserve Cure Costs.

On or about August 4, 2010, this Court issued the Memorandum and Order on the Purchaser's Motion to Enforce Sale Order and Compel Debtors to Cause to be Released from Escrow Certain EP Reserve Cure Costs (the "Decision").

In accordance with the Decision, this Court concluded that Section 2.2 (e) of the APA excludes certain revenues and the like which Debtors earned but did not recover prior to Closing and does not allow the Debtors to offset pre-closing losses against the Transferred Assets and provides for the transfer of the Transferred Assets, including Restricted Cash to Purchaser free and clear of all interests and prohibits the Debtors from attempting to offset pre-closing losses against the Transferred Assets, including the Restricted Cash.

On or about August 10, 2010 the Debtors filed a Notice of Appeal of the Decision.

Following the Appeal the Debtors and Purchaser attempted to resolve certain adjustments to the Purchase Price to account for the allocation of revenue received and expenses incurred in the days prior to and after the Closing. In the course of that effort, they encountered a variety of disputes including but not limited to:

- a. A dispute over the ability of the Debtors to set off amounts owned to them by certain ISOs and certain merchants prior to the Closing ("EPs") against reserve accounts established for those EPs and transferred at Closing to the Purchaser;
- b. A dispute over the allocation of approximately \$1.9 million of revenue derived from the debit card processing prior to the Closing that remained in the Debtors' possession after Closing;
- c. A dispute over the allocation of certain fines and losses incurred by the Debtors prior to the Closing.

The Debtors and the Purchaser ~~have reached an~~ are negotiating a possible agreement in principal resolving the Appeal and their ~~these and possible other~~ these and possible other disputes, subject to documentation acceptable to all. ~~The documentation is still subject to negotiation and no assurance can be given that a definitive agreement will be concluded. Any such agreement must, to~~ to be approved by the Bankruptcy Court.

C. Provisions Governing Implementation Of The Plan

1. Establishment of the Liquidation Trust

As of the Effective Date, the Liquidation Trust Assets will be transferred by the Debtors to and vest in the Liquidation Trust, subject to the Liens that secure the Secured Claims and the terms and conditions of this Plan. On the Initial Distribution Date, the Liquidation Trustee will pay in full all Allowed Administrative Claims and Allowed Priority Claims and will establish the Allowed Administrative Claims and Allowed Priority Claims Reserve. The Liquidation Trustee will pay in full each Administrative Claim and each Priority Claim as, if and when such Claim is Allowed.

The Professionals employed by the Debtors or the Committee shall be entitled to reasonable compensation and reimbursement of actual and necessary expenses post-Effective Date for the preparation, filing, and prosecution of final fee applications, upon the submission of invoices to the Liquidation Trustee.

a. Liquidation Trust Generally

On or prior to the Effective Date, the Liquidation Trust shall be established pursuant to the Liquidation Trust Agreement for the purpose of liquidating the Liquidation Trust Assets, resolving all Disputed Claims, making all distributions to Holders of Allowed Claims in accordance with the terms of the Plan and otherwise implementing the Plan and administering the Debtors' Estates. In furtherance of the foregoing, the trust shall be created, pursuant to which the Liquidation Trustee shall hold the Liquidation Trust Assets. On the Effective Date, the Liquidation Trust Assets shall be transferred to, and vest in, the Liquidation Trust.

b. Funding of the Liquidation Trust

On or prior to the Effective Date, the Liquidation Trust shall be established pursuant to the Liquidation Trust Agreement and this Plan. The Liquidation Trust will be funded in accordance with the terms of the Liquidation Trust Agreement with the respective Liquidation Trust Assets or the proceeds thereof.

c. Liquidation Trustee

The Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust ~~assets~~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 Liquidation Trustee shall be authorized to investigate, prosecute, litigate and compromise any Cause of Action and shall have standing as a representative of the Estates to pursue any Causes of Action and objections to Claims, whether initially filed by or on behalf of the Debtors, the Debtors' Estates, or as may be filed by the Liquidation Trust, and may assert any claims and defenses that may otherwise have been asserted by a trustee under the Bankruptcy Code. The Liquidation Trustee shall be vested with all rights, powers and benefits afforded to a trustee under the Bankruptcy Code, including without limitation, Sections 108 and 505 of the Bankruptcy Code. Except as expressly provided in this Plan, the Sale Order, and the Settlement Order, no assets of the Estates shall be deemed released or compromised by or as a

result of this Plan, its confirmation, its consummation or its treatment of any Claim or creditor. No “insured versus insured” exclusion contained in any insurance policy shall apply to any claims brought or prosecuted by the Liquidation Trustee. Further, no defense, right of setoff, counterclaim or right of recoupment of the Debtors shall be deemed waived or compromised. The powers, rights and responsibilities of the Liquidation Trustee shall be specified further in the Liquidation Trust Agreement and shall include, subject to matters requiring approval of the Agent for the Senior First Lien Lenders and the Creditor Representative, the authority and responsibility to: (i) effect all actions and execute all agreements, instruments and other documents necessary to implement the Plan, including, without limitation, the Settlement Order, the Settlement Term Sheet and Settlement Escrow Account; (ii) accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the Liquidation Trust Assets, each in accordance with the Plan and Liquidation Trust Agreement; (iii) sell, liquidate, transfer, distribute or otherwise dispose of the Liquidation Trust Assets or any part thereof or any interest therein pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (iv) calculate and make distributions to holders of Allowed Claims pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (v) establish and administer the Trust Accounts and, if necessary, any additional trust accounts; (vi) comply with the Plan and exercise the Liquidation Trustee’s rights and fulfill its obligations thereunder; (vii) review, reconcile, compromise, settle, prosecute or object to Claims and resolve such objections as set forth in the Plan; (viii) employ Professionals, including Professionals already retained by the Estates or the Committee, to represent the Liquidation Trust with respect to its responsibilities; (ix) file appropriate Tax returns and other reports on behalf of the Liquidation Trust and the Debtors and pay from Liquidation Trust Assets Taxes or other obligations owed by the Liquidation Trust and the Debtors; (x) exercise such other powers as may be vested in the Liquidation Trustee or as deemed by it to be necessary and proper to implement the provisions of the Plan and the Liquidation Trust Agreement in consultation with the Creditor Representative and the Agent for the Senior First Lien Lenders; (xi) take such actions as are necessary or appropriate to close or dismiss any or all of the Chapter 11 Cases; (xii) obtain financing and incur debt on such terms and conditions, and at such time or times as the Liquidation Trustee shall determine and grant a subordinate security interest in the Liquidation Trust Assets (whether tangible or intangible) as security for such obligations; and (xiii) dissolve the Liquidation Trust in accordance with the terms of the Liquidation Trust Agreement. The Liquidation Trustee shall 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 shall be as set forth in the Liquidation Trust Agreement. Without limiting the foregoing, any obligations of the Debtors arising under or in connection with the Settlement Term Sheet and Settlement Order relating to the satisfaction of the Settlement Escrow Agent’s fees and expenses that remain outstanding at the time and after the time of the funding of the Liquidation Trust, including, without limitation any Indemnification Payments and expenses to be paid by the Debtors required under the Settlement Term Sheet, shall be treated as Liquidation Trust Expenses and shall be obligations of the Liquidating Trustee and paid in accordance with the terms of the Settlement Term Sheet and Settlement Order. Further, any obligations of the Debtors arising under or in connection with the Sale Order and the APA shall be obligations of the Liquidation Trustee and paid in accordance with the Sale Order, APA or any other Order of the Court enforcing the Sale Order and APA.

earlier date for the filing of such proof of claim. Any claim not served within such time period will be forever barred.

~~12. Cure Escrow Account~~

~~The Liquidation Trustee will maintain the escrow for cure payments created pursuant to the Sale Order (D.I. No. 258), and (b) the amounts as set forth in the Cure Notice served and filed in connection therewith. The funds in the Cure Escrow Account will only be disbursed upon further order of this Court or by agreement of the relevant parties who have an interest in such funds.~~

E. Procedures for Resolving Disputed, Contingent and Unliquidated Claims

1. Objection Deadline; Prosecution Of Objections

As soon as practicable after payment in full of Classes 1 and 2, but in no event after the later of (i) one hundred and eighty (180) days after the payment in full of Classes 1 and 2 (unless extended by an order of the Bankruptcy Court) and (ii) the date such Claim or Interest is filed and served upon the Debtors, the Committee or the Debtors prior to the Effective Date, and thereafter the Liquidation Trustee, shall file objections to Claims and Interests with the Bankruptcy Court and serve such objections upon the Holders of each of the Claims or Interests to which objections are made. Nothing contained herein, however, shall limit the Liquidation Trustee right to (y) object to Claims or Interests, if any, filed or amended more than one hundred and eighty (180) days after the foregoing deadline or (z) seek further extension of time by order of the Bankruptcy Court to object to Claims or Interests.

2. Estimation of Claims

Any Debtor or the Liquidation Trustee may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

3. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, no payments or distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all

N.A., and any and all other parties to assert, enforce, sue on, or settle any claims, causes of action or other rights provided for in the Settlement Term Sheet or Settlement Order; and (b) the rights of Purchaser under the Sale Order, except specifically as limited by the Settlement Order.

7. Permanent Injunction

Except as otherwise expressly provided in the Settlement Order, Plan or the Confirmation Order, all entities who have held, hold or may hold Claims against, or Interests in, the Debtors are permanently enjoined, on and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Interest against the property or interests in property of the Debtors; (ii) commencing or continuing an action on a Claim released under Article XII.H of the Plan solely against any one or more of the Reorganization Parties, (iii) the enforcement, attachment, collection, or recovery by any manner or means of judgment, award, decree or order against the property or interests in property of the Debtors, (iv) creating, perfecting, or enforcing any encumbrance of any kind against any property or interests in property of the Debtors, and (v) asserting any right of setoff or subrogation of any kind against any obligation due to the Debtors or against the property or Interests in property of the Debtors on account of any such Claim or Interest. The foregoing injunction will extend to and be for the benefit of the Liquidation Trust and its properties and Interests in property. For the avoidance of any doubt, this Permanent Injunction shall not interfere in any way with the ability of the Liquidation Trust to pursue any property of the Debtors and realize the value of the Debtors' interest in such property in accordance with the terms of the Liquidation Trust. This Permanent Injunction shall not, however, apply to limit, abridge or otherwise affect (a) the rights of the parties to the Settlement Term Sheet or as provided in the Settlement Order, including, without limitation, the rights of Moneris Solutions, Inc. and Harris N.A., and any and all other parties to enforce the terms of the Settlement Term Sheet or compel compliance with the Settlement Order; (b) the rights of either the Debtors or the Purchaser under the Sale Order, including the right to enforce the injunction granted therein.

8. Debtors' Releases

As of the Effective Date, the Debtors together with any successors to the Debtors and each of their respective estates, directors, officers, members, managers, employees, agents, financial advisors, representatives, affiliates, attorneys and professionals (solely in their capacities as such) shall be deemed, to the maximum extent permitted by applicable law, to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities whatsoever (including without limitation for subordination of any kind or nature) in connection with or related to the Debtors, or the administration of the Chapter 11 Cases or the Plan (other than the rights of the Debtors and any successors to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents assumed, passed through or delivered in connection with such Plan) and 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 that are based in