

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re	:	Chapter 11
	:	
TECT AEROSPACE GROUP HOLDINGS,	:	Case No. 21-10670 (KBO)
INC., <i>et al.</i> ,	:	
	:	Jointly Administered
Debtors. ¹	:	
	:	Re: D.I. 725, 737, 777 & 790
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NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on February 18, 2022, TECT Aerospace Group Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), filed the *Notice of Filing of Plan Supplement* [D.I. 777] (the “**Initial Plan Supplement**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this amendment to the Initial Plan Supplement (the “**Amended Plan Supplement**,” and together with the Initial Plan Supplement, the “**Plan Supplement**”) in support of the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 790] (as amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).²

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.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE THAT attached hereto as Exhibit A-1 is a revised form of the Liquidation Trust Agreement.

PLEASE TAKE FURTHER NOTICE THAT attached hereto as Exhibit A-2 is a blackline comparison of the revised Liquidation Trust Agreement marked against the version filed with the Initial Plan Supplement.

PLEASE TAKE FURTHER NOTICE THAT attached hereto as Exhibit B-1 is a revised form of the GUC Distribution Trust Agreement.

PLEASE TAKE FURTHER NOTICE THAT attached hereto as Exhibit B-2 is a blackline comparison of the revised GUC Distribution Trust Agreement marked against the version filed with the Initial Plan Supplement.

PLEASE TAKE FURTHER NOTICE THAT the Debtors reserve all rights to further amend, modify or supplement the Plan Supplement (and any of the documents contained therein) in accordance with the terms of the Plan. To the extent material amendments or modifications are made to the Plan or Plan Supplement, the Debtors will file a blackline with the Court.

PLEASE TAKE FURTHER NOTICE THAT a virtual hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, at the Court, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **March 8, 2022 at 1:30 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan and the Plan Supplement are available for viewing or downloading, free of charge, at <http://www.kccllc.net/tectaerospace>. In addition, the Plan and the Plan Supplement are on file with the Court and may be reviewed for a fee by accessing the Court’s website:

www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. Copies of the Plan and the Plan Supplement may also be examined by interested parties during normal business hours at the office of the Clerk of the Court.

Dated: March 4, 2022
Wilmington, Delaware

/s/ David T. Queroli

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Exhibit A-1

Liquidation Trust Agreement

LIQUIDATION TRUST AGREEMENT AND DECLARATION OF TRUST

This liquidation trust agreement and declaration of trust (this “**Liquidation Trust Agreement**”), dated as of March [___], 2022, is made by and among TECT Aerospace Group Holdings, Inc., TECT Aerospace Kansas Holdings, LLC, TECT Aerospace Holdings, LLC, TECT Aerospace Wellington Inc., TECT Aerospace, LLC, TECT Hypervelocity, Inc., and Sun Country Holdings, LLC (collectively, the “**Debtors**”), Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC (the “**Liquidation Trustee**”), and Donald J. Puglisi, solely in its capacity as Delaware resident trustee pursuant to Section 11 hereof (the “**Delaware Trustee**” and, together with the Debtors and the Liquidation Trustee, the “**Parties**”).

RECITALS

WHEREAS, on April 5, 2021, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), jointly administered under Case No. 21-10670 (KBO) (the “**Chapter 11 Cases**”).

WHEREAS, on April 20, 2021, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) filed the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 76], notifying parties in interest that the U.S. Trustee had appointed a statutory committee of unsecured creditors (the “**Creditors’ Committee**”) in the Chapter 11 Cases.

WHEREAS, the Debtors filed the *Joint Chapter 11 Plan of Liquidation of TECT Aerospace Group Holdings, Inc., and Its Affiliated Debtors* [Docket No. 737] on January 25, 2022 (collectively with the exhibits thereto, the “**Plan**”).¹

WHEREAS, on March [___], 2022, the Bankruptcy Court entered an order [Docket No. ___] (the “**Confirmation Order**”) confirming the Plan attached to the Confirmation Order as Exhibit A thereto.

WHEREAS, the Plan and the Confirmation Order provide for the establishment of a trust under the laws of the State of Delaware (the “**Liquidation Trust**”) effective on the effective date of the Plan (the “**Effective Date**”).

WHEREAS, the Plan, the Confirmation Order and this Liquidation Trust Agreement provide for the appointment of Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC, as the Liquidation Trustee of the Liquidation Trust, and this Liquidation Trust Agreement provides for the appointment as necessary of any successor Liquidation Trustee and/or Delaware Trustee of the Liquidation Trust.

WHEREAS, the Liquidation Trust is established for the benefit of the Holders of all Allowed Class 3 Claims (collectively, the “**Liquidation Trust Beneficiaries**”).

WHEREAS, the Liquidation Trust is established for the purpose of (1) liquidating the Liquidation Trust Assets; (2) reviewing, objecting to, and resolving 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

¹ Pursuant to Section 2.2 of this Liquidation Trust Agreement, capitalized but undefined terms used herein shall be given the meaning provided in the Plan.

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. 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 this Liquidation Trust Agreement. Notwithstanding anything to the contrary herein or in the Plan, the Liquidation Trust's primary purpose is 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, and subject to the oversight of the Liquidation Trust Board, liquidate and convert to Cash the Liquidation Trust Assets, make timely distributions to the Liquidation Trust Beneficiaries and not unduly prolong its duration.

WHEREAS, pursuant to the Plan, all parties, including the Debtors, the Delaware Trustee, the Liquidation Trustee and the Liquidation Trust Beneficiaries, are required to treat, for all U.S. federal income tax purposes, the transfer of the Liquidation Trust Assets by the Debtors to the Liquidation Trust, as set forth herein, (a) in part as a transfer of Liquidation Trust Assets by the Debtors to the Liquidation Trust Beneficiaries, subject to any liabilities of the Debtors or the Liquidation Trust payable from the proceeds of such assets, followed by a transfer of such assets (subject to such liabilities) by the Liquidation Trust Beneficiaries to the Liquidation Trust, in exchange for the Beneficial Interests (as defined below) in the Liquidation Trust, and (b) in part as the transfer of assets by the Debtors to one or more Disputed Claims Reserves.

WHEREAS, pursuant to the Plan, the Liquidation Trust is intended for U.S. federal income tax purposes (a) to be treated as a grantor trust within the meaning of sections 671-677 of the Internal Revenue Code of 1986, as amended, and also (b) to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), and the Liquidation Trust Beneficiaries are to be treated as the grantors and owners of the Liquidation Trust for U.S. federal income tax purposes.

WHEREAS, the Liquidation Trust is further intended to be exempt from the requirements of (a) the Securities Exchange Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (b) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the premises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

ARTICLE 1

DECLARATION OF TRUST

1.1 The Parties hereby enter into this Liquidation Trust Agreement to establish the Liquidation Trust and effectuate the distribution of the Liquidation Trust Assets to the Liquidation Trust Beneficiaries pursuant to the Plan and the Confirmation Order. It is the intention of the Parties hereto that the trust created hereby constitutes a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* (the "Act"), and that this Liquidation Trust Agreement constitutes the governing instrument of the Liquidation Trust. The Delaware Trustee and the Liquidation Trustee are hereby authorized and directed to execute and file a certificate of trust pursuant to the Act. The principal office of the Liquidation Trust, and such additional offices as the Liquidation

Trustee may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Liquidation Trustee may designate from time to time.

1.2 Pursuant to the Plan, the Confirmation Order and this Liquidation Trust Agreement, as of the Effective Date, all right, title and interest in, under and to the Liquidation Trust Assets is hereby absolutely and irrevocably assigned to the Liquidation Trust, or if required by applicable law, to the Liquidation Trustee on behalf of the Liquidation Trust, and to its successors in trust and its successors and assigns.

1.3 IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Liquidation Trust Assets are to be held by the Liquidation Trust, or if required by applicable law, retained by the Debtors with the Liquidation Trustee deemed to have been designated as a representative of the Debtors to enforce and pursue those Liquidation Trust Assets on behalf of the Debtors, on the terms and conditions set forth herein, solely for the benefit of the Liquidation Trust Beneficiaries and for no other party.

ARTICLE 2

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS AND INTERPRETATION

2.1 Recitals. The Recitals are incorporated into and made terms of this Liquidation Trust Agreement.

2.2 Use of Plan Definitions. All capitalized terms used in this Liquidation Trust Agreement but not defined herein shall have the same meaning set forth in the Plan.

2.3 Interpretation; Headings. All references herein to specific provisions of the Plan or Confirmation Order are without exclusion or limitation of other applicable provisions of the Plan or Confirmation Order. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. The headings in this Liquidation Trust Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Liquidation Trust Agreement.

ARTICLE 3

ESTABLISHMENT OF TRUST

3.1 Establishment of the Liquidation Trust. Pursuant to the Plan, the Parties hereby establish the Liquidation Trust.

3.2 Effectiveness of Liquidation Trust Agreement; Name of Liquidation Trust. This Liquidation Trust Agreement shall become effective on the Effective Date. The Liquidation Trust shall be officially known as the “**TECT Liquidation Trust**,” in which name (to the fullest extent permitted by applicable law) the Liquidation Trustee may, among other things, carry out the functions of the Liquidation Trust, effectuate the liquidating purpose of the Liquidation Trust, retain professionals and pay fees and costs incurred by such professionals as permitted pursuant to the Plan and this Liquidation Trust Agreement, make and execute contracts on behalf of the Liquidation Trust, sue and be sued on behalf of the Liquidation Trust and take such other actions as the Liquidation Trustee is authorized to take pursuant to the Plan and this Liquidation Trust Agreement.

3.3 Purpose of Liquidation Trust. The Liquidation Trust is established for the purpose of (1) liquidating the Liquidation Trust Assets; (2) investigating, prosecuting, settling, or abandoning the Retained Causes of Action (3) reviewing, objecting to, seeking to recharacterize, reclassify or subordinate, and resolving all Disputed Claims, including Disputed Class 5 Claims but excluding Disputed Class 4 Claims; (4) making distributions to Holders of Allowed Claims, other than Holders

of Allowed General Unsecured Claims in accordance with the terms of the Plan; and (5) otherwise implementing the Plan. 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 subject to the rights of the GUC Distribution Trust pursuant to the Litigation Recovery Split set forth in the Plan.

3.4 Establishment of the Liquidation Trust Board. Pursuant to the Plan, the Parties hereby establish the Liquidation Trust Board.

3.5 Effectiveness of the Liquidation Trust Board; Name of Liquidation Trust Board: In accordance with the Plan, upon the Effective Date, the Liquidation Trust Board shall be constituted and will be comprised of three governors (each, a "**Board Governor**"). The initial Board Governors shall be: (a) Jonathon P. Randall; (b) Charles G. Adams; and (c) John Mullen of Wm. F. Hurst Co., LLC. Solely as to, or for the benefit of, the Liquidating Trust Beneficiaries (and the GUC Distribution Trust on account of the GUC Litigation Recovery), each of the Board Governors of the Liquidation Trust Board shall exercise due care, loyalty and good faith in conducting the duties set forth in Section 3.6, including recusal from any determinations that would present a conflict of interest.

3.6 Duties of Liquidation Trust Board. The Liquidation Trust Board shall have the authority and responsibility to advise, assist and supervise the Liquidation Trustee in the administration of the Liquidation Trust. The Liquidation Trustee shall consult with and provide information to the Liquidation Trust Board in accordance with and pursuant to the terms of this Liquidation Trust Agreement and the Plan. Upon its formation, the duties of the Liquidation Trust Board will include 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 this 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.

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

3.8 Removal/Resignation of Liquidation Trust Board Governor: At any time, a majority of the Liquidation Trust Board, on notice and hearing before the Bankruptcy Court, may seek removal of a Board Governor for cause. For purposes of this Section 3.8, "cause" shall mean: (a) the intentional wrongful damage to the Liquidation Trust Assets, or (b) gross negligence or willful misconduct in the performance of Board Governor duties under the Plan or this Liquidation Trust Agreement.

Any person serving as a Board Governor may resign at any time on written notice to all of the Governors of the Liquidation Trust Board, the Liquidation Trustee, the U.S. Trustee and the Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation (b) the date that is 30 days after the date such notice is filed with the Bankruptcy Court

and served on all of the Governors of the Liquidation Trust Board, the Liquidation Trustee, and the U.S. Trustee and (c) appointment of a successor Board Governor.

3.9 Successor Board Governor: Upon the resignation, death, incapacity or removal of a Board Governor, a successor member shall be appointed upon the majority vote of the remaining Board Governors and the Liquidation Trustee. To the extent that the Liquidation Trust Board cannot agree to a successor Board Governor within sixty (60) days after a vacancy, the successor Board Governor shall be appointed by the Bankruptcy Court upon motion by the Liquidation Trustee. Until a successor Board Governor has been appointed, the Liquidation Trust Board shall operate with two (2) Board Governors. The Liquidation Trustee shall file a notice on the Bankruptcy Court docket regarding any reconstitutions of Liquidation Trust Board.

3.10 Compensation of Board Governors. The Board Governors of the Liquidation Trust Board will not be compensated, but the Liquidation Trust may pay the reasonable and documented costs and expenses of the Board Governors 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.

3.11 Appointment of Liquidation Trustee. Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC, is hereby appointed as the Liquidation Trustee and hereby accepts such appointment as the Liquidation Trustee. On the Effective Date and automatically, and without further action, the Liquidation Trustee will have the full power and authority as the trustee of the Liquidation Trust in accordance with the Plan and this Liquidation Trust Agreement to take any and all actions as the Liquidation Trustee determines to be necessary or appropriate to implement the Plan, subject to the Plan, the Confirmation Order and this Liquidation Trust Agreement. 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 the 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.

3.12 Transfer of Liquidation Trust Assets. The Debtors hereby irrevocably grant, release, assign, transfer, convey and deliver the Liquidation Trust Assets to the Liquidation Trust, or if required by applicable law, to the Liquidation Trustee for the benefit of the Liquidation Trust or the Debtors will retain those Liquidation Trust Assets and the Liquidation Trustee will be deemed to have been designated as a representative of the Debtors to enforce and pursue those Liquidation Trust Assets on behalf of the Debtors. For the avoidance of doubt, the Liquidation Trust Assets include one equity interest in TECT Parent and any Interests held by a Debtor in a Subsidiary Debtor that are assigned to the Liquidation Trust. The Debtors shall, if reasonably requested by the Liquidation Trustee on the Effective Date, execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate), and the Debtors shall take or cause to be taken such further action on the Effective Date as the Liquidation Trustee may reasonably deem necessary or appropriate, to vest or perfect in the Liquidation Trust, or the Liquidation Trustee on its behalf, or confirm to the Liquidation Trustee title to and possession of the Liquidation Trust Assets. The vesting of the Liquidation Trust Assets shall be free and clear of all liens, charges, Claims, encumbrances and interests. On the Effective Date, standing to commence, prosecute, settle and compromise all Retained Causes of Action will transfer to the Liquidation Trust.

3.13 Title to Liquidation Trust Assets. Pursuant to the Plan and the Confirmation Order, all of the Debtors' right, title and interest in and to the Liquidation Trust Assets, including all such assets held or controlled by third parties, if any, are automatically vested in the Liquidation Trust or the Liquidation Trustee, or the Liquidation Trustee will have been designated as representative, on the

Effective Date, and such transfer is on behalf of the Liquidation Trust Beneficiaries to establish the Liquidation Trust. The Liquidation Trust, and the Liquidation Trustee as representative shall be authorized to obtain possession or control of, liquidate and collect all of the Liquidation Trust Assets in the possession or control of third parties and pursue the Retained Causes of Action. Notwithstanding entry of the Confirmation Order, the Liquidation Trust, and the Liquidation Trustee, shall have the right to invoke § 542 of the Bankruptcy Code to pursue turnover of Liquidation Trust Assets. On the Effective Date, the Liquidation Trust or the Liquidation Trustee, solely in its capacity as the trustee for the Liquidation Trust, as applicable, shall be substituted for the Debtors for all purposes with respect to the Liquidation Trust Assets and administration of Claims (other than Class 4 Claims) and shall be deemed to be substituted as the party to any Filed objection to Claims (other than Class 4 Claims) that remain pending as of the Effective Date and any Retained Causes of Action including (a) pending contested matters or adversary proceedings in the Bankruptcy Court, , (b) any appeals of orders of the Bankruptcy Court and (c) any state court or federal or state administrative proceedings pending as of the Petition Date.

To the extent that any law or regulation prohibits the transfer of ownership of any of the Liquidation Trust Assets from the Debtors to the Liquidation Trust or to the Liquidation Trustee on its behalf and such law is not superseded by the Bankruptcy Code, the interest of the Liquidation Trust and Liquidation Trustee shall be a lien upon and security interest in such Liquidation Trust Assets, in trust, nevertheless, for the sole use and purposes set forth in Section 3.3, and this Liquidation Trust Agreement shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages. By executing this Liquidation Trust Agreement, the Liquidation Trustee on behalf of the Liquidation Trust hereby accepts all of such property as Liquidation Trust Assets, to be held in trust for the Liquidation Trust Beneficiaries, subject to the terms of this Liquidation Trust Agreement, the Plan and the Confirmation Order.

3.14 Capacity of Liquidation Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Liquidation Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Liquidation Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name. The Liquidation Trust may enforce all rights to commence and pursue, as appropriate, any and all such Retained Causes of Action, and the Liquidation Trust's rights to commence, prosecute or settle any such Retained Causes of Action will be preserved notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date.

3.15 Cooperation of Debtors. The Debtors shall reasonably cooperate with the Liquidation Trust and Liquidation Trustee in effecting the transition from the Debtors to the Liquidation Trust of the administration of Claims (other than Class 4 Claims) and the pursuit of any Retained Causes of Action consistent with the Plan or Confirmation Order.

ARTICLE 4

ADMINISTRATION OF TRUST

4.1 Rights, Powers and Privileges of Liquidation Trustee Generally. Except as otherwise provided in this Liquidation Trust Agreement, the Plan or the Confirmation Order, as of the date that the Liquidation Trust Assets are transferred to the Liquidation Trust or the Liquidation Trustee, or the Liquidation Trustee is designated the Debtor's representative for them, the Liquidation Trustee on behalf of the Liquidation Trust may control and exercise authority over the Liquidation Trust Assets,

over the acquisition, management and disposition thereof and over the management and conduct of the affairs of the Liquidation Trust. In administering the Liquidation Trust Assets, the Liquidation Trustee, in the exercise of the Liquidation Trustee's reasonable business judgment, 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 the duration of the Liquidation Trust; with due regard that undue haste in the administration of the Liquidation Trust Assets may fail to maximize value for the benefit of the Liquidation Trust Beneficiaries and otherwise be imprudent and not in the best interests of the Liquidation Trust Beneficiaries.

4.2 Governance of the Liquidation Trust. The Liquidation Trust will be administered and controlled by the Liquidation Trustee, subject to oversight, and if applicable, approval, provided by the Liquidation Trust Board.

4.3 Power to Contract. In furtherance of the purpose of the Liquidation Trust, and except as otherwise provided in the Plan, Confirmation Order or this Liquidation Trust Agreement, the Liquidation Trustee shall have the right and power on behalf of the Liquidation Trust, and also may cause the Liquidation Trust, to enter into any agreements, instruments or other documents necessary to implement the Plan, and to execute, acknowledge and deliver any and all agreements, instruments or other documents that are necessary or deemed by the Liquidation Trustee to be consistent with and advisable in furthering implementation of the Plan.

4.4 Ultimate Right to Act. Subject in all cases to the Liquidation Trustee's fiduciary duties to the Liquidating Trust Beneficiaries (and the GUC Distribution Trust on account of the GUC Litigation Recovery), nothing in this Liquidation Trust Agreement shall be deemed to prevent the Liquidation Trustee from taking or refraining to take any action on behalf of the Liquidation Trust that the Liquidation Trustee determines to be necessary or appropriate to implement the Plan or to refrain from taking in the performance of any duty that the Liquidation Trustee may owe the Liquidation Trust Beneficiaries under the Plan, the Confirmation Order or this Liquidation Trust Agreement; provided, however, that, for the avoidance of doubt, the foregoing shall not allow the Liquidation Trustee to (i) take any action without first obtaining the approval of the Liquidation Trust Board where such approval is expressly required by this Liquidation Trust Agreement, the Plan or Confirmation Order, or (ii) take any action that would materially impact the Retained Causes of Action or any Claim held by a Non-Released Party without first obtaining the approval of the Liquidation Trust Board.

4.5 Powers of Liquidation Trustee. Without limiting the generality of the above Section 4.1 of this Article 4, in addition to the powers granted in the Plan including, without limitation, the powers, rights, responsibilities and authority set forth in Section IV.F of the Plan, the Liquidation Trustee (in consultation with the Liquidation Trust Board) shall have the power to take the following actions on behalf of the Liquidation Trust and any powers reasonably incidental thereto that the Liquidation Trustee, in the Liquidation Trustee's reasonable discretion, determines to be necessary or appropriate to fulfill the purpose of the Liquidation Trust and implement the Plan, without further approval required unless otherwise specifically limited or restricted by the Plan, the Confirmation Order or this Liquidation Trust Agreement:

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

(b) accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, supervise, prosecute, settle and protect, as applicable, the Retained Causes of Action and the other Liquidation Trust Assets, in accordance with the Plan and subject to the approval of the Liquidation Trust Board;

(c) subject to the approval of the Liquidation Trust Board, investigate, review, reconcile, settle, seek to recharacterize, reclassify or subordinate, or object to Claims (other than Class 4 Claims) that are Disputed Claims pursuant to the Plan;

(d) calculate and make Distributions of the proceeds of the Liquidation Trust Assets to Holders of Allowed Claims as provided in the Plan;

(e) hold legal title to any and all rights of the Liquidation Trust or the Liquidation Trust Beneficiaries in or arising from the Liquidation Trust Assets;

(f) cause the orderly liquidation of the Retained Causes of Action, subject to the approval of the Liquidation Trust Board, which may include causing the Liquidation Trust to pursue, commence, prosecute, compromise, settle, dismiss, release, waive, withdraw, abandon, litigate, resolve, sell, liquidate, assign or otherwise dispose of any claims or rights and other Liquidation Trust Assets as the Liquidation Trustee, in consultation with the Liquidation Trust Board, determines is in the best interests of the Liquidation Trust Beneficiaries; 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 of the Plan and the terms of the Liquidation Trust Agreement;

(g) file all documents and take all other necessary actions to effect the dissolution of the Debtors under their respective constituent documents and Delaware or other applicable state law and, as of the Effective Date, assume any such outstanding obligation of the Debtors, under the Plan;

(h) perform all obligations of the Debtors under the Asset Sales;

(i) prepare and file all tax returns and pay all taxes as required by the Plan and this Liquidation Trust Agreement, and take any other such actions relating to taxes as required by the Plan and this Liquidation Trust Agreement;

(j) subject to the approval of the Liquidation Trust Board, file, withdraw or litigate to judgment, objections to Claims (other than Class 4 Claims);

(k) settle or compromise any Disputed Claim (other than Disputed Class 4 Claims);

(l) settle or compromise any Claims (other than Class 4 Claims) against the Debtors;

(m) conduct any sales, liquidations, litigation, settlement or other disposition of non-Cash Liquidation Trust Assets for disposition in accordance with the terms of the Plan;

(n) issue, execute, deliver, file or record any contract, security, instrument, release or other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement and evidence the terms and conditions of the Plan and the Dissolution Transactions;

(o) enforce any Executory Contract and Unexpired Lease assumed pursuant to the Plan or separate order of the Bankruptcy Court, and not assigned to a third party on or before the Effective Date, and take any and all actions necessary to implement any assignment of an Executory Contract or Unexpired Lease pending before the Bankruptcy Court as of the Effective Date;

(p) establish, maintain and administer the Disputed Claims Reserve and Litigation Cost Reserve, which shall be segregated to the extent appropriate in accordance with the Plan, and create additional sub-accounts;

(q) invest or direct any Third Party Disbursing Agent to invest Cash in the Disputed Claims Reserve and Litigation Cost Reserve;

(r) direct any Third Party Disbursing Agent not to invest Cash if the Liquidation Trustee determines the administrative costs associated with the investment will exceed the return on the investment;

(s) protect and enforce the rights to the Liquidation Trust Assets vested in the Liquidation Trust and Liquidation Trustee by this Liquidation Trust Agreement by any method deemed appropriate, including, without limitation, by the initiation or pursuit of judicial proceedings or otherwise;

(t) subject to the approval of the Liquidation Trust Board, investigate, prosecute, settle, or abandon any Liquidation Trust Assets, including any Retained Causes of Action and any objections to Claims (other than Class 4 Claims), and cause the Liquidation Trust to seek the examination of any Entity or Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

(u) upon motion to the Bankruptcy Court, request one or more extensions to the Claims Objection Bar Date;

(v) cause the Liquidation Trust to pay all of its lawful expenses, debts, charges and other liabilities, including the cost of pursuing Retained Causes of Action and make all other payments relating to the Liquidation Trust Assets;

(w) amend the Schedules with respect to any Claim other than a Class 4 Claim and to make distributions based on such amended Schedules (if no proof of Claim is timely Filed in response thereto), without approval of the Bankruptcy Court, in accordance with the Plan;

(x) exercise rights, enforce, carry out, fulfill and comply with the terms and obligations of the Plan, the Confirmation Order and this Liquidation Trust Agreement;

(y) calculate and make all Distributions on behalf of the Liquidation Trust to the Liquidation Trust Beneficiaries provided for in, or contemplated by, the Plan, the Confirmation Order and this Liquidation Trust Agreement;

(z) provide for the investment of Cash within certain limitations;

(aa) seek any relief from or resolution of any disputes concerning the Plan, the Liquidation Trust or the Liquidation Trust Assets by the Bankruptcy Court or any other court having jurisdiction, and appear and participate in any proceeding before the Bankruptcy Court or any other court with jurisdiction with respect to any matter regarding or relating to this Liquidation Trust Agreement, the Plan, the Confirmation Order, the Liquidation Trust or the Liquidation Trust Assets;

(bb) cause the Liquidation Trust to establish such reserves for taxes, assessments and other expenses of administration of the Liquidation Trust as may be necessary and appropriate for the proper operation of matters incident to the Liquidation Trust;

(cc) if any of the Liquidation Trust Assets are situated in any state or other jurisdiction in which the Liquidation Trustee is not qualified to act as trustee, nominate and appoint a Person duly qualified to act as trustee in such state or jurisdiction in accordance with the terms of this Liquidation Trust Agreement;

(dd) undertake all administrative functions of the Liquidation Trust, including overseeing the winding down and termination of the Liquidation Trust;

(ee) exercise such other powers as may be vested in the Liquidation Trust pursuant to the Plan, or as are deemed by the Liquidation Trustee to be necessary and proper to implement the provisions of the Plan, the Confirmation Order and this Liquidation Trust Agreement;

(ff) wind up the affairs of the Debtors, if and to the extent necessary, and take such actions as are necessary or appropriate to close or dismiss any of the Debtors' Chapter 11 Cases with the consent of the GUC Distribution Trustee; and

(gg) dissolve and terminate the Liquidation Trust and this Liquidation Trust Agreement in accordance with the terms herein.

4.6 Exclusive Authority to Pursue Retained Causes of Action. Subject to the approval of the Liquidation Trust Board, the Liquidation Trust (or the Liquidation Trustee on its behalf) shall have the exclusive right, power and interest to investigate, pursue, settle, waive, release, abandon or dismiss Retained Causes of Action. The Liquidation Trust (or the Liquidation Trustee on its behalf) shall be the sole representative of the Debtors' estates under § 1123(b)(3) of the Bankruptcy Code with respect to any Retained Causes of Action. 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, 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. Any documents and information related to the Liquidation Trust Assets that shall be transferred to the Liquidating Trust pursuant to the Plan, the Confirmation Order and this Liquidation Trust Agreement shall not constitute a waiver of any such privilege or immunity.

4.7 Abandonment. If, in the Liquidation Trustee's reasonable judgment, any non-cash Liquidation Trust Assets cannot be sold or liquidated in a commercially reasonable manner or the Liquidation Trustee believes in good faith that such property has inconsequential value to the Liquidation Trust or its Liquidation Trust Beneficiaries, the Liquidation Trustee shall have the right to cause the Liquidation Trust to abandon or otherwise dispose of such property, including by donation of such property to a charity; provided, however, that, for the avoidance of doubt, the Liquidation Trustee may not abandon any Retained Causes of Action without the consent of the Liquidation Trust Board.

4.8 Agents and Professionals. To the extent consistent with the Plan, the Liquidation Trustee may, without further order of the Bankruptcy Court, select, consult with, employ, determine compensation, in consultation with the Liquidation Trust Board, and pay in the ordinary course of business any Third Party Disbursing Agent, Supplemental Liquidation Trustee (defined below), or any professionals, including accountants, financial advisors, legal advisors, brokers, consultants, custodians and other agents (collectively, the "**Trust Professionals**"), as the Liquidation Trustee deems necessary to represent it and the Liquidation Trust and assist the Liquidation Trustee in the performance of the Liquidation Trustee's duties under the Plan, the Confirmation Order and this Liquidation Trust Agreement, with the reasonable and documented fees and expenses of such professionals to be paid from the Liquidation Trust Assets in accordance with the Plan and this Liquidation Trust Agreement. The Trust Professionals shall transmit all invoices detailing their services and expenses to the Liquidation Trustee and the Liquidation Trust Board. The Liquidation Trustee and the Liquidation Trust Board shall have ten (10) business days after receipt of such invoices to notify the Trust Professional of an objection to such invoice. If no objection to the invoice is made, the Liquidation Trustee shall be authorized to provide payment to the Trust Professional. If an objection is made to an invoice, the Liquidation Trustee and Trust Professional shall attempt to reach an amicable resolution to the dispute, but if no resolution is made within thirty (30) days from the date such objection is made, the Trust Professional may submit the dispute to the Bankruptcy Court for determination of the appropriate amount to be paid. Notwithstanding the foregoing, the Liquidation Trustee may pay the Trust

Professional all undisputed fees pending Bankruptcy Court resolution of any disputed fees. At least quarterly, the Liquidation Trustee shall provide the Liquidation Trust Board with a report of all fees and expenses incurred by all Trust Professionals.

4.9 Liquidation Trust Expenses. Liquidation Trust Expenses include: any and all reasonable (i) fees, costs and expenses incurred by the Liquidation Trust, the Liquidation Trustee or the Trust Professionals, on or after the Effective Date in connection with any of their duties under the Plan, the Confirmation Order, and this 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. Except as may otherwise be agreed, the Liquidation Trust Expenses will be paid solely from Liquidation Trust Assets.

4.10 Signature Authority. As of the Effective Date, the Liquidation Trustee shall have the signature authority on behalf of the Liquidation Trust to: (a) open and close accounts with any banking, financial or investment institution; (b) make deposits and withdrawals of cash and other property into or from any such accounts; (c) make or endorse checks with respect to any such account; and (d) effectuate purchases and sales of securities and give security purchase and sale orders to brokers or any third parties, and the exercise of such power and authority shall be deemed to be authorized by and to represent the decision of the Liquidation Trustee then entitled to make such decision.

4.11 Maintenance of Register. The Liquidation Trustee, through appropriate agents, shall at all times record and maintain or cause to be maintained a reasonably accurate register of the names, addresses and number of the Liquidation Trust Beneficiaries.

4.12 Responsibility for Administration of Claims. As of the Effective Date, the Liquidation Trust (or the Liquidation Trustee on its behalf) shall become responsible for administering and paying Distributions to Liquidation Trust Beneficiaries to the extent provided in the Plan. The Liquidation Trust (or the Liquidation Trustee on its behalf) shall have the exclusive right to object to the allowance of any Claim (other than Class 4 Claims) on any ground and shall be entitled to assert all defenses of the Debtors and their Estates. The Liquidation Trust (or the Liquidation Trustee on its behalf) shall also be entitled to assert all of the Debtors' Estates' rights under, without limitation, § 558 of the Bankruptcy Code; provided, however, that the failure to effectuate a setoff shall not constitute a waiver or release by the applicable Debtor or the Liquidation Trust of any Retained Causes of Action that the Debtor or Debtors may possess against such a Claim Holder. The Liquidation Trust (or the Liquidation Trustee on its behalf) may also seek estimation of any Claim (other than a Class 4 Claim) under and subject to § 502(c) of the Bankruptcy Code.

4.13 Disputed Claims Reserve. 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. 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. For the avoidance of doubt, the Liquidation Trustee may administer the Disputed Claims Reserves by book entry.

4.14 Litigation Cost Reserve. 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.

4.15 Safekeeping and Investment of Liquidation Trust Assets. All moneys and other assets received by the Liquidation Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Liquidation Trust Beneficiaries, but need not be segregated in separate accounts from other Liquidation Trust Assets, unless and to the extent required by applicable law or the Plan. Except as otherwise provided by the Plan, the Liquidation Trustee shall not be under any obligation to invest Liquidation Trust Assets. Neither the Liquidation Trust nor the Liquidation Trustee shall have any liability for interest or producing income on any moneys received by either of them and held for distribution or payment to the Liquidation Trust Beneficiaries, except as such interest or income shall actually be received by the Liquidation Trust or Liquidation Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan, the right and power of the Liquidation Trustee to invest the Liquidation Trust Assets, the proceeds thereof or any income earned by the Liquidation Trust, shall be limited to the right and power that a liquidating trust, within the meaning of section 301.7701-4(d) of the Treasury Regulations, is permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, including Revenue Procedure 94-45, whether set forth in IRS rulings or other IRS pronouncements, and to the investment guidelines of § 345 of the Bankruptcy Code.

4.16 Maintenance and Disposition of Liquidation Trust Records. The Liquidation Trustee shall maintain accurate records of the administration of Liquidation Trust Assets, including receipts and disbursements and other activity of the Liquidation Trust. All books and records pertaining to the Debtors or the Liquidation Trust that have been delivered to, created or maintained by the Liquidation Trust or the Liquidation Trustee may be disposed of and/or destroyed using reasonable commercial means at any time following the later of (a) such time as the Liquidation Trustee determines that the continued possession or maintenance of such books and records is no longer reasonably necessary for the benefit of the Liquidation Trust or the Liquidation Trust Beneficiaries or required by applicable law or (b) upon the dissolution and completion of the winding down of the Liquidation Trust (unless such records and documents are reasonably necessary to fulfill any of the Liquidation Trustee's remaining obligations, including obligations related to tax returns for the Debtors or the Liquidation Trust) subject to the terms of any joint prosecution and joint interest agreement(s) to which the Liquidation Trust may be a party; provided, however, that no books and records shall be destroyed while the reconciliation process for Disputed Claims remains ongoing.

4.17 Conflicts of Interest. The Liquidation Trustee will appoint a disinterested Person (in consultation with the Liquidation Trust Board) to handle any matter where the Liquidation Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the Liquidation Trustee is unwilling or unable to appoint a disinterested Person to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so.

4.18 Incorporation of Plan. The Plan is hereby incorporated into this Liquidation Trust Agreement and made a part hereof by this reference.

4.19 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable law to the contrary, the Liquidation Trustee (including any successor Liquidation Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Liquidation Trustee is hereby authorized, but not required, to obtain any reasonably necessary insurance coverage, at the Liquidation Trust's sole expense, for itself and its respective agents, including coverage with respect to the liabilities, duties and obligations of the Liquidation

Trustee, which insurance coverage may, at the sole option of the Liquidation Trustee, be extended for a reasonable period after the termination of the Liquidation Trust Agreement.

ARTICLE 5

DISTRIBUTIONS

5.1 Distribution and Reserve of Liquidation Trust Assets. Following the transfer of Liquidation Trust Assets to or for the benefit of the Liquidation Trust, the Liquidation Trustee shall make continuing reasonable efforts on behalf of the Liquidation Trust to accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, supervise, prosecute, settle, protect and distribute, as applicable, all Liquidation Trust Assets, subject to any reserves required under the Plan, the Confirmation Order and this Liquidation Trust Agreement. The Liquidation Trustee is the Trustee of the Liquidation Trust Assets, acting under title 11 of the United States Code within the meaning of 31 U.S.C. § 3713(b).

The Liquidation Trustee (in its capacity as Disbursing Agent, or such Third Party Disbursing Agent as the Liquidation Trustee may retain in its sole discretion) will make all distributions of Cash required under the Plan to Holders of Allowed Claims (except General Unsecured 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.

5.2 Distributions. Subject to this Liquidation Trust Agreement, the Liquidation Trustee shall cause the Liquidation Trust to distribute the Liquidation Trust's net Cash income and net Cash proceeds from the liquidation of the Liquidation Trust Assets (net of any payment of or provision for taxes) to the Liquidation Trust Beneficiaries at least annually as provided by the Plan and the Confirmation Order, except the Liquidation Trust may, subject to the Plan, retain an amount of net income and other Liquidation Trust Assets reasonably necessary to maintain the value of the Liquidation Trust Assets and meet expenses, claims and contingent liabilities of the Liquidation Trust and Liquidation Trustee, and retention of such amount may preclude Distributions to Liquidation Trust Beneficiaries.

5.3 Distribution of Proceeds from Retained Causes of Action: The Liquidation Trustee shall distribute 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 in accordance with the Litigation Recovery Split.

5.4 Reserves; Pooling of Reserved Funds. Except as otherwise provided in the Plan and the Confirmation Order, before making any Distribution or permitting any Distribution to be made, the Liquidation Trustee may establish, supplement and maintain reserves in an amount sufficient to meet any and all expenses and liabilities of the Liquidation Trust, including attorneys' fees and expenses, and fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930.

5.5 Distributions Net of Reserves and Costs. Distributions shall be made net of any reserves in accordance with the Plan, the Confirmation Order and this Liquidation Trust Agreement, and also net of the actual and reasonable costs of making the Distributions.

5.6 Method and Timing of Distributions. Distributions to Liquidation Trust Beneficiaries will be made from the Liquidation Trust in accordance with the terms of the Plan, the Confirmation Order and this Liquidation Trust Agreement.

5.7 No Distributions Pending Allowance. Notwithstanding anything in the Plan to the contrary, (a) no Distributions will be made on account of a Disputed Claim until such Claim becomes an Allowed Claim, if ever; and (b) except as otherwise agreed to by the relevant parties, no partial

Distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. For the avoidance of doubt and as set forth in the Plan, all Class 5 Claims are Disputed Claims.

5.8 Objection Deadline. The Liquidation Trustee will file all objections to Claims (other than Class 4) that are Disputed Claims on or before the Claims Objection Bar Date, as such date may be extended by further order of the Bankruptcy Court.

5.9 Setoff. Nothing contained in the Plan shall constitute a waiver or release by the Liquidation Trustee of any right of setoff or recoupment that the Debtors or the Liquidation Trustee may have against the Holder of any Allowed Claim. Neither the failure to effect a setoff nor the allowance of any Claim under the Plan will constitute a waiver or release by the applicable Debtor of any Retained Causes of Action that the Debtor or Debtors may possess against such a Claim Holder.

5.10 De Minimis Distributions. Notwithstanding any other provision of the Plan or this Liquidation Trust Agreement, 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.

5.11 Withholding from Distributions. The Liquidation Trustee (or Third Party Disbursing Agent) shall comply with all tax withholding and reporting requirements imposed on it or the Liquidation Trust by any governmental unit. The Liquidation Trustee (or Third Party Disbursing Agent), is authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, withholding from amounts distributable to any Liquidation Trust Beneficiary any and all amounts as may be sufficient to pay the amount of any tax or other charge that has been or might be reasonably assessed or imposed by any law, regulation, rule, ruling, directive or other governmental requirement on distributions to such Liquidation Trust Beneficiary or on the Liquidation Trust with respect to the amount to be distributed to such Liquidation Trust Beneficiary. The applicable Disbursing Agent shall determine such amount to be withheld in its sole, reasonable discretion.

5.12 Tax Identification Numbers. As more fully set forth in Section V.F.3 of the Plan, the Liquidation Trustee (or Third Party Disbursing Agent) may require any Liquidation Trust Beneficiary 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. If a Liquidation Trust Beneficiary does not timely provide an executed IRS Form W-9, IRS Form W-8 or other tax form or documentation within the time period specified in a notice from the applicable Disbursing Agent, or such later time period agreed to by the Disbursing Agent in writing in its discretion, then the Disbursing Agent, in its sole discretion, may (a) make a Distribution net of any applicable withholding or (b) determine that such Liquidation Trust Beneficiary shall be deemed to have forfeited the right to receive any Distribution, as further set forth in the Plan.

5.13 Unclaimed and Undeliverable Distributions. Subject to Plan Section VI.B.2.a., if any Distribution to a Holder of an Allowed Claim is returned to the Liquidation Trustee or Third Party Disbursing Agent, as applicable, as undeliverable, no further Distributions to such Holder shall be made 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 Plan Section VI.B.2.a for the benefit of such claimants until such time as a Distribution becomes deliverable.

5.14 No Responsibility to Attempt to Locate Liquidation Trust Beneficiaries. The Liquidation Trustee or Third Party Disbursing Agent may, in its sole discretion, attempt

to determine a Liquidation Trust Beneficiary's current address or otherwise locate a Liquidation Trust Beneficiary, but nothing in this Liquidation Trust Agreement or the Plan shall require the Liquidation Trustee or any Disbursing Agent to do so.

5.15 Disallowance of Claims; Cancellation of Corresponding Beneficial Interests. All Claims in respect of undeliverable or unclaimed Distributions that, pursuant to Section VI.B.2.c of the Plan, have become unclaimed property under § 347(b) of the Bankruptcy Code shall be deemed disallowed and expunged and the corresponding Beneficial Interests in the Liquidation Trust of the Liquidation Trust Beneficiaries holding such disallowed Claims shall be deemed canceled. The Holder of any such disallowed Claim shall no longer have any right, claim or interest in or to any Distributions in respect of such disallowed Claim. The Holder of any such disallowed Claim is forever barred, estopped and enjoined from receiving any Distributions under this Liquidation Trust Agreement and from asserting such disallowed Claim against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee or the property of any of the foregoing.

5.16 Inapplicability of Unclaimed Property or Escheat Laws. Unclaimed property held by the Liquidation Trust shall not be subject to the unclaimed property or escheat laws of the United States, any state or any local governmental unit.

5.17 Voided Checks; Request for Reissuance. Distribution checks issued to Liquidation Trust Beneficiaries shall be null and void if not negotiated within 180 days after the date of issuance thereof. Requests for reissuance of any voided check shall be made in writing directly to the Liquidation Trustee or Third Party Disbursing Agent, as applicable, by the Beneficiary to whom such check originally was issued. All such requests shall be made promptly and in time for the check to be reissued and cashed before the final Distribution date and shall be subject to any internal policy requirements of the applicable Third Party Disbursing Agent. Any claims in respect of voided checks shall be discharged and forever barred and such unclaimed Distribution shall be re-allocated as set forth in Section VI.B of the Plan, notwithstanding any federal or state escheat laws to the contrary.

5.18 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the Beneficial Interest of a Liquidation Trust Beneficiary under this Liquidation Trust Agreement, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Liquidation Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

(a) The Liquidation Trustee may elect to cause the Liquidation Trust to make no payment or distribution with respect to the Beneficial Interest subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. Neither the Liquidation Trust nor the Liquidation Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Liquidation Trust or Liquidation Trustee be liable for interest on any funds which may be so withheld.

(b) The Liquidation Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Liquidation Trustee, which agreement shall include a complete release of the Liquidation Trust and Liquidation Trustee. Until the Liquidation Trustee receives written notice that one of the conditions of the preceding sentence is met, the Liquidation Trustee may deem and treat as the absolute owner under this Liquidation Trust Agreement of the beneficial interest in the Liquidation Trust the Liquidation

Trust Beneficiary identified as the owner of that interest in the books and records maintained by the Liquidation Trustee. The Liquidation Trustee may deem and treat such Liquidation Trust Beneficiary as the absolute owner for purposes of receiving Distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

(c) In acting or refraining from acting under and in accordance with Sections 5.14-5.16 of this Liquidation Trust Agreement, the Liquidation Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to this Liquidation Trust Agreement.

5.19 Priority of Expenses of Trust. Except as otherwise provided in the Plan, the Liquidation Trust may pay, or the Liquidation Trustee, in its reasonable discretion, may sufficiently reserve Liquidation Trust Assets for payment of all of the Liquidation Trust Expenses before making Distributions.

ARTICLE 6

BENEFICIARIES

6.1 Interest Beneficial Only. The Liquidation Trust is created for the benefit of the Liquidation Trust Beneficiaries. The Liquidation Trust Beneficiaries shall each have an undivided beneficial interest in the assets of the Liquidation Trust (each a “**Beneficial Interest**”). All distributions to Liquidation Trust Beneficiaries (and the GUC Distribution Trust) shall be made in accordance with the terms of the Plan, the Confirmation Order and this Liquidation Trust Agreement. The ownership of a Beneficial Interest in the Liquidation Trust shall not entitle any Liquidation Trust Beneficiary to any title or direct ownership in or to the Liquidation Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

6.2 Ownership of Beneficial Interests Hereunder. Each Liquidation Trust Beneficiary shall own a Beneficial Interest herein which shall, subject to Article 6 herein and the Plan, be entitled to a Distribution in the amounts, and at the times, set forth in the Plan. Each Liquidation Trust Beneficiary shall take and hold its Beneficial Interest subject to the terms of this Liquidation Trust Agreement and the Plan.

6.3 Evidence of Beneficial Interest. Ownership of a Beneficial Interest in the Liquidation Trust Assets shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidation Trust by the Liquidation Trustee. No Beneficiary shall have legal title to any part of the Liquidation Trust Assets.

6.4 No Right to Accounting. Neither the Liquidation Trust Beneficiaries nor their successors, assigns, creditors or any other Person or Entity shall have any right to an accounting by the Liquidation Trustee, and the Liquidation Trustee shall not be obligated to provide any accounting to any Person or Entity. Nothing in this Liquidation Trust Agreement is intended to require the Liquidation Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Liquidation Trust or as a condition for making any advance, payment or distribution out of proceeds of Liquidation Trust Assets.

6.5 No Standing. Except as expressly provided in this Liquidation Trust Agreement, a Liquidation Trust Beneficiary shall not have standing to direct or to seek to direct the Liquidation Trust or Liquidation Trustee to do or not to do any act, or to institute any action or proceeding at law or in equity, against any Person or Entity upon or with respect to the Liquidation Trust Assets or to act in the name or on behalf of the Liquidation Trust or Liquidation Trustee.

6.6 Requirement of Undertaking. The Liquidation Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Liquidation Trust

Agreement, or in any suit against the Liquidation Trustee for any action taken or omitted by it as Liquidation Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; provided, however, that the provisions of this Section 6.6 shall not apply to any suit by the Liquidation Trustee.

6.7 Limitation on Transferability. It is understood and agreed that the Beneficial Interests herein shall be non-transferable and non-assignable during the term of this Liquidation Trust Agreement except pursuant to the laws of descent and distribution or otherwise by operation of law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Liquidation Trustee, and the Liquidation Trustee may continue to cause the Liquidation Trust to pay all amounts to or for the benefit of the assigning Liquidation Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Liquidation Trustee may rely upon such proof without the requirement of any further investigation.

6.8 Exemption from Registration. The rights of the Liquidation Trust Beneficiaries arising under this Liquidation Trust Agreement may be deemed "securities" under applicable law. But, such rights have not been defined as "securities" under the Plan because (a) the parties hereto intend that such rights shall not be securities and (b) if the rights arising under this Liquidation Trust Agreement in favor of the Liquidation Trust Beneficiaries are deemed to be "securities," the exemption from registration under § 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Liquidation Trust Agreement shall make a contrary or different contention.

ARTICLE 7

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

7.1 Parties Dealing With the Liquidation Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Liquidation Trust or the Liquidation Trustee shall be entitled to rely on the authority of the Liquidation Trustee or any of the Liquidation Trustee's agents to act in connection with the Liquidation Trust Assets. There is no obligation of any Person dealing with the Liquidation Trustee to inquire into the validity, expediency or propriety of any transaction by the Liquidation Trustee or any agent of the Liquidation Trustee.

7.2 Limitation of Liability. Unless otherwise qualified herein, 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 reasonably and in good faith determines is in the best interests of the Liquidation Trust Beneficiaries and consistent with the purposes of the Liquidation Trust. In exercising the rights granted herein, the Liquidation Trustee shall exercise its reasonable judgment, to the end that the affairs of the Liquidation Trust shall be properly managed and the interests of all of the Liquidation Trust Beneficiaries safeguarded. Notwithstanding anything herein to the contrary, the Liquidation Trustee, the Board Governors and any of their firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, disbursing agents or agents and any of such Person's successors and assigns shall not incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with the Plan or this Liquidation Trust Agreement or for the outcome of its decisions, other than for specific actions or omissions resulting from its willful misconduct, gross negligence, fraud, or action taken in bad faith or in a manner whereby such Person knew or should have known such action to be not in, or opposed to, the best interests of the Liquidation Trust Beneficiaries, found by a Final Order (not subject to further appeal or review) of a court of competent jurisdiction to be the direct and primary cause of loss, liability, damage or expense suffered by the Liquidation Trust. In no event shall the Liquidation Trustee or any Board Governor be liable for

indirect, punitive, special, incidental or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Liquidation Trustee or Board Governor has been informed of the likelihood of such loss or damages and regardless of the form of action. The Liquidation Trustee and any Board Governor may, in connection with the performance of its functions, in the Liquidation Trustee's or Board Governor's sole and absolute discretion, consult with its attorneys, accountants, advisors and agents, and shall not be liable for any act taken, or omitted to be taken or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are in writing. Notwithstanding such authority, the Liquidation Trustee and the Board Governors shall be under no obligation to consult with any such attorneys, accountants, advisors or agents, and any determination not to do so shall not result in the imposition of liability on the Liquidation Trustee or Board Governors unless such determination is based on willful misconduct, gross negligence or fraud.

7.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding Section 7.2 of this Liquidation Trust Agreement shall be liable for the act or omission of any other Person identified in that section.

7.4 No Liability for Acts of Predecessors. No successor Liquidation Trustee or Board Governor shall be in any way responsible for the acts or omissions of any Liquidation Trustee or Board Governor in office prior to the date on which such successor becomes the Liquidation Trustee or a Board Governor, unless a successor Trustee expressly assumes such responsibility.

7.5 No Liability for Good Faith Error of Judgment. The Liquidation Trustee and each Board Governor shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a Final Order of a court of competent jurisdiction that the Liquidation Trustee or Board Governor was grossly negligent in ascertaining the pertinent facts.

7.6 Reliance on Documents. Except as otherwise provided herein, the Liquidation Trustee or Board Governors may rely upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

7.7 No Liability For Acts Approved by Bankruptcy Court. The Liquidation Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Liquidation Trust and the Claims required to be administered by the Liquidation Trust. The Board Governors shall have the right at any time to seek instructions from the Bankruptcy Court concerning their obligations hereunder. The Liquidation Trustee and each Board Governor shall not be liable for any act or omission that has been approved by the Bankruptcy Court. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute fraud, gross negligence or willful misconduct.

7.8 No Personal Obligation for Liquidation Trust Liabilities. Persons dealing with the Liquidation Trustee or Board Governors shall have recourse only to the Liquidation Trust Assets to satisfy any liability incurred by the Liquidation Trustee or Board Governors to such person in carrying out the terms of the Plan or this Liquidation Trust Agreement, and the Liquidation Trustee or Board Governors shall have no personal obligation to satisfy any such liability.

7.9 Indemnification. Without limiting any provision of the Plan, the Liquidation Trust shall indemnify the Liquidation Trustee, each of the Board Governors, and their consultants, agents, attorneys, accountants, financial advisors, beneficiaries, estates, employees, officers, directors, principals, professionals and other representatives and any Supplemental Liquidation Trustee (each in their capacity as such, a "**Liquidation Trust Indemnified Party**") for, and shall hold each of them

harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost or expense (including the reasonable fees and expenses of their respective professionals) incurred without fraud, gross negligence, willful misconduct or action taken in bad faith or in a manner whereby such Liquidation Trust Indemnified Party knew or should have known such action to be not in, or opposed to, the best interests of the Liquidation Trust Beneficiaries on the part of such Liquidation Trust Indemnified Party (which fraud, gross negligence, willful misconduct or bad faith, if any, must be determined by a Final Order of a court of competent jurisdiction) in connection with the Liquidation Trust, the Liquidation Trust Assets, the Plan or this Liquidation Trust Agreement and for any action taken, suffered or omitted to be taken by such Liquidation Trust Indemnified Party in connection with the acceptance, administration, exercise and performance of its duties under the Plan or this Liquidation Trust Agreement, as applicable. In addition, the Liquidation Trust shall, to the fullest extent permitted by law, indemnify and hold harmless each Liquidation Trust Indemnified Party, from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including attorneys' fees arising out of or due to its actions or omissions, or consequences of such actions or omissions, with respect to the Liquidation Trust or the implementation or administration of the Plan if the Liquidation Trust Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Liquidation Trust and the Liquidation Trust Beneficiaries.

7.10 Expense of Liquidation Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Liquidation Trust under Section 7.9 shall be paid as Liquidation Trust Expenses. The Liquidation Trustee shall not be personally liable for the payment of any Liquidation Trust expense or claim or other liability of the Liquidation Trust, and no Person shall look to the Liquidation Trustee or other Indemnified Parties personally for the payment of any such expense or liability. To the extent the Liquidation Trust indemnifies and holds harmless any Liquidation Trust Indemnified Parties, the legal fees and related costs incurred by counsel to the Liquidation Trustee in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as Liquidation Trust Expenses.

7.11 Procedure for Current Payment of Indemnified Expenses; Undertaking to Repay. The Liquidation Trust shall reasonably promptly pay a Liquidation Trust Indemnified Party all amounts subject to indemnification under Section 7.9 on submission of invoices for such amounts by the Liquidation Trust Indemnified Party. All invoices for indemnification shall be subject to the approval of the Liquidation Trust Board, subject to the terms of this Liquidation Trust Agreement. By accepting any indemnification payment, the Liquidation Trust Indemnified Party undertakes to repay such amount promptly if it is determined that the Liquidation Trust Indemnified Party is not entitled to be indemnified under this Liquidation Trust Agreement. Any dispute arising out of Sections 7.9-7.11 shall be heard and finally determined by the Bankruptcy Court.

7.12 No Implied Obligations. The Liquidation Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and/or in the Plan, and no implied covenants or obligations shall be read into this Liquidation Trust Agreement against the Liquidation Trustee.

7.13 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Liquidation Trust Agreement, the provisions of this Article 7 shall survive the death, dissolution, liquidation, resignation, replacement or removal, as may be applicable, of the Liquidation Trustee, or the termination of the Liquidation Trust or this Liquidation Trust Agreement and shall inure to the benefit of the Liquidation Trustee's and the Liquidation Trust Indemnified Parties' heirs and assigns.

ARTICLE 8

TAX MATTERS

8.1 Tax Treatment of Liquidation Trust. Pursuant to and in accordance with the Plan, for all U.S. federal income tax purposes, all parties (including the Debtors, the Delaware Trustee, the Liquidation Trustee, the Liquidation Trust Board and the Liquidation Trust Beneficiaries) shall treat the Liquidation Trust as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 124 to the extent permitted under applicable law. For U.S. federal income tax purposes, the transfer of the Liquidation Trust Assets by the Debtors to the Liquidation Trust shall be treated (a) in part as the transfer of assets by the Debtors to the Liquidation Trust Beneficiaries, 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 Liquidation Trust Beneficiaries 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 Claims Reserves.

8.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Liquidation Trust Agreement, the Liquidation Trustee will file all tax returns and distribute beneficiary statements on a basis consistent with the treatment of the Liquidation Trust as a liquidating trust (and grantor trust pursuant to Treasury Regulation section 1.67-1(a)) and, to the extent applicable, as one or more Disputed Claims Reserves taxed as “disputed ownership fund” (“DOF”) within the meaning of Treasury Regulation section 1.468B-9 for U.S. federal income tax purposes, and will pay all taxes owed from Liquidation Trust Assets.

8.3 Tax Treatment of Reserves for Disputed Claims. The Liquidation Trust shall comply with all U.S. federal and state tax reporting and tax compliance requirements of any DOF, to the extent applicable, including but not limited to the filing of a separate U.S. federal tax return for any DOF and the payment of U.S. federal and/or state income tax due. The Liquidation Trustee shall be the administrator of any DOF within the meaning of Treasury Regulation section 1.468B-9(b)(2).

8.4 Valuation of Liquidation Trust Assets. As soon as practicable after the Effective Date, the Liquidation Trustee shall obtain from appropriate agents a good faith determination of the fair market value of the Liquidation Trust Assets as of the Effective Date. This valuation shall be used consistently by all parties (including the Debtors, the Delaware Trustee, the Liquidation Trustee, the Liquidation Trust Board and the Liquidation Trust Beneficiaries) for all U.S. federal income tax purposes. The Liquidation Trustee shall establish appropriate means to apprise the Liquidation Trust Beneficiaries of such valuation.

8.5 Section 1146(a) Exemption. The Parties intend that, pursuant to section 1146(a) of the Bankruptcy Code, the execution and implementation of this Liquidation Trust Agreement, including the creation of the Liquidation Trust and any transfers of the Liquidation Trust Assets to, by or from the Liquidation Trust, will not be subject to any stamp tax, transfer tax or similar tax or fee.

8.6 Section 505 Determination. The Liquidation Trustee may request an expedited determination of any tax matter of the Debtors, the Liquidation Trust or any Disputed Claims Reserve under section 505 of the Bankruptcy Code for which such determination may be requested thereunder.

ARTICLE 9

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

9.1 Initial Liquidation Trustee. As of the Effective Date, Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC, has been appointed in accordance with the Plan by the

Debtors, with the consent of Boeing and the Creditors' Committee, to act as the Liquidation Trustee of the Liquidation Trust in accordance with the terms of the Plan, the Confirmation Order and this Liquidation Trust Agreement.

9.2 Term of Service. The Liquidation Trustee shall serve until (a) the completion of (i) the administration and liquidation of the Liquidation Trust Assets and the Liquidation Trust, including the winding up of the Liquidation Trust; (ii) all other responsibilities of the Liquidation Trust (or Liquidation Trustee on its behalf), each as set forth in, and in accordance with, the Plan, the Confirmation Order and this Liquidation Trust Agreement; and (iii) termination of the Liquidation Trust in accordance with the terms of this Liquidation Trust Agreement or (b) the Liquidation Trustee's resignation, death, Disability, incapacity or removal. In the event the Liquidation Trustee's appointment terminates by reason of death, Disability, dissolution, liquidation, resignation or removal, the Liquidation Trustee shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article 9 of this Liquidation Trust Agreement shall survive the resignation or removal of any Liquidation Trustee.

For purposes of Article 9 of this Liquidation Trust Agreement, (a) "Disability" of the Liquidation Trustee shall have occurred if, as a result of the Liquidation Trustee's incapacity due to physical or mental illness, the Liquidation Trustee shall have been substantially unable to perform its duties hereunder for three consecutive months or for an aggregate of 180 days during any period of twelve consecutive months; and (b) "Cause" shall mean (a) an act of fraud, embezzlement, or theft in connection with the Liquidation Trustee's duties or in the course of its employment in such capacity, (b) intentional wrongful damage to the Liquidation Trust Assets, (c) the intentional wrongful disclosure of confidential information of the Liquidation Trust resulting in material harm to the Liquidation Trust, or (d) gross negligence or willful misconduct by the Liquidation Trustee in connection with the performance of its duties under the Plan, the Confirmation Order, or this Liquidation Trust Agreement.

9.3 Removal of Liquidation Trustee. Any Person serving as Liquidation Trustee may be removed at any time for Cause, by majority vote of the Liquidation Trust Board, and replaced by an order of the Bankruptcy Court. The removal shall be effective on the date specified in the applicable Bankruptcy Court order. Unless the Liquidation Trust Board requires or the Bankruptcy Court orders immediate removal, the Liquidation Trustee shall continue to serve until successor Liquidation Trustee is appointed, and such appointment becomes effective, in accordance with Section 9.5 hereof. If a Liquidation Trustee is removed for Cause, such Liquidation Trustee shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under this Liquidation Trust Agreement or otherwise.

9.4 Resignation of Liquidation Trustee. The Liquidation Trustee may resign at any time on written notice to all of the Governors of the Liquidation Trust Board, the U.S. Trustee and the Bankruptcy Court; provided, however, such resignation shall not become effective until the appointment of a successor by the Liquidation Trust Board in accordance with section 9.5 hereof. Notwithstanding the foregoing, if the successor Liquidation Trustee has not been appointed within sixty (60) days following delivery of notice of resignation, the resigning Liquidation Trustee may petition the Bankruptcy Court for the appointment of a successor. If a Liquidation Trustee resigns from its position hereunder, subject to a final accounting, such Liquidation Trustee shall be entitled to all accrued but unpaid fees, expenses, and other compensation to the extent incurred, arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Liquidation Trustee. In the event of a resignation, the resigning Liquidation Trustee shall render to the Liquidation Trust Board, a full

and complete accounting of monies and assets received, disbursed and held during the term of office of that Liquidation Trustee.

9.5 Appointment of Successor Liquidation Trustee. Upon the resignation, dissolution, liquidation, death, incapacity or removal of a Liquidation Trustee, the Liquidation Trust Board shall be vested with the authority to appoint the successor Liquidation Trustee consistent with the best interests of the Liquidation Trust Beneficiaries. To the extent that the Liquidation Trust Board cannot agree to the successor Liquidation Trustee within sixty (60) days after a vacancy, any Governor of the Liquidation Trust Board may file a motion with the Bankruptcy Court for the designation of a successor Liquidation Trustee. Every successor Liquidation Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and the Liquidation Trust Board an instrument accepting such appointment subject to the terms and provisions hereof. The successor Liquidation Trustee, without any further act, shall become vested with all the rights, powers and duties of the Liquidation Trustee; provided, however, no Liquidation Trustee shall be liable for the acts or omissions of any prior or later Liquidation Trustee. Subject to a final accounting, such Liquidation Trustee shall be entitled to all accrued and unpaid fees, reimbursement and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties, and all rights to any successor Liquidation Trustee.

9.6 Powers and Duties of Successor Liquidation Trustee. A successor Liquidation Trustee shall have all the rights, privileges, powers and duties of the predecessor Liquidation Trustee under this Liquidation Trust Agreement, the Plan and the Confirmation Order.

9.7 Liquidation Trust Continuance. The resignation, death, incapacitation, dissolution, liquidation or removal of the Liquidation Trustee shall not terminate the Liquidation Trust or revoke any existing agency created pursuant to this Liquidation Trust Agreement or invalidate any action theretofore taken by the Liquidation Trustee.

9.8 Compensation of the Liquidation Trustee and Costs of Administration. The Liquidation Trustee shall be compensated on an hourly basis based on its normal and customary rates, as adjusted from time to time, for its services and shall be entitled to reimbursement of expenses incurred. Such compensation shall be paid out of the Liquidation Trust Assets as Liquidation Trust Expenses. Except as otherwise provided in the Plan, all costs, expenses and obligations incurred by the Liquidation Trustee and the Trust Professionals shall be paid by the Liquidation Trust solely from the Liquidation Trust Assets as Liquidation Trust Expenses, prior to any Distribution to the Liquidation Trust Beneficiaries and shall not be subject to the approval of the Bankruptcy Court; provided, however, that for the avoidance of doubt, the Litigation Cost Reserve shall be used solely for expenses incurred in connection with the prosecution of the Retained Causes of Action related to Non-Released Parties. Any successor Liquidation Trustee shall receive such reasonable compensation and reimbursement of expenses in the same manner as the initial Liquidation Trustee, payable in accordance with Plan and consistent with initial Liquidation Trustee. In the event that the Liquidation Trust Expenses are greater than the Liquidation Trust Assets, the Liquidation Trustee shall have no recourse against Debtors, the GUC Distribution Trust, or their respective assets.

9.9 Appointment of Supplemental Liquidation Trustee. Subject to this Liquidation Trust Agreement, if any of the Liquidation Trust Assets are situated in any state or other jurisdiction in which the Liquidation Trustee is not qualified to act as trustee, the Liquidation Trustee shall, in consultation with the Liquidation Trust Board, nominate and appoint a Person duly qualified to act as trustee (the “**Supplemental Liquidation Trustee**”) in such state or jurisdiction and require from each such

Supplemental Liquidation Trustee such security as may be designated by the Liquidation Trustee in its discretion. The Liquidation Trustee may confer upon such Supplemental Liquidation Trustee all of the rights, powers, privileges and duties of the Liquidation Trustee hereunder, subject to the conditions and limitations of this Liquidation Trust Agreement and the Plan, except as modified or limited by the laws of the applicable state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Supplemental Liquidation Trustee is acting shall prevail to the extent necessary). The Liquidation Trustee shall require such Supplemental Liquidation Trustee to be answerable to the Liquidation Trustee for all monies, assets and other property that may be received in connection with the administration of all property. Subject to this Liquidation Trust Agreement, the Liquidation Trustee may remove such Supplemental Liquidation Trustee, with or without cause, and appoint a successor Supplemental Liquidation Trustee at any time by executing a written instrument declaring such Supplemental Liquidation Trustee removed from office and specifying the effective date and time of removal.

ARTICLE 10

DURATION OF LIQUIDATION TRUST

10.1 Duration. Once the Liquidation Trust becomes effective upon the Effective Date, the Liquidation Trust and this Liquidation Trust Agreement shall remain and continue in full force and effect until the Liquidation Trust is terminated.

10.2 Termination On Payment of Liquidation Trust Expenses, Distribution of Liquidation Trust Assets and Completion of Responsibilities Under the Plan. Upon (a) the payment of all costs, expenses and obligations incurred in connection with administering the Liquidation Trust, (b) the Distribution of all Liquidation Trust Assets and (c) the completion of all responsibilities of the Liquidation Trust (or Liquidation Trustee on its behalf), each as set forth in, and in accordance with, the provisions of the Plan, the Confirmation Order and this Liquidation Trust Agreement, the Liquidation Trust shall dissolve and terminate and the Liquidation Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

10.3 Termination After Five Years. If the Liquidation Trust has not been previously terminated pursuant to this Liquidation Trust Agreement, on the fifth anniversary of the Effective Date, and unless the Liquidation Trust term has been extended in accordance with this section, the Liquidation Trustee shall distribute all of the LT Distributable Assets to the Liquidation Trust Beneficiaries in accordance with the Plan, and immediately thereafter the Liquidation Trust shall dissolve and terminate and the Liquidation Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in this Liquidation Trust Agreement. In no event shall the Liquidation Trust be dissolved later than five years from the Effective Date unless the Bankruptcy Court, upon motion made before such fifth anniversary (and, in the event of further extension, by further order of the Bankruptcy Court upon motion made before the end of the preceding extension), approves an extension based upon a finding that such an extension is necessary for the Liquidation Trust to complete its Claims resolution and liquidating purpose. For the avoidance of doubt, the Liquidation Trustee shall have the authority and standing to complete any actions commenced on behalf of the Liquidation Trust prior to its termination, including, but not limited to, the Claims reconciliation process and any litigation to which the Liquidation Trustee or Liquidation Trust is a party.

10.4 No Termination by Liquidation Trust Beneficiaries. The Liquidation Trust may not be terminated at any time by any of the Liquidation Trust Beneficiaries.

10.5 Continuance of Liquidation Trust for Winding Up; Discharge and Release of Liquidation Trustee. After the dissolution of the Liquidation Trust and solely for the purpose of liquidating and winding up the affairs of the Liquidation Trust, the Liquidation Trustee shall continue to act as such until all responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Liquidation Trust Assets, including any excess reserves, the Liquidation Trustee and the Board Governors shall be deemed discharged and have no further duties or obligations hereunder. Upon a motion by the Liquidation Trustee or the Board Governors, the Bankruptcy Court may enter an order relieving the Liquidation Trustee, the Board Governors, and their employees, professionals and agents of any further duties, discharging and releasing the Liquidation Trustee and the Board Governors from all liability related to the Liquidation Trust, and releasing the Liquidation Trustee's bond, if any.

10.6 Certificate of Cancellation. Upon the dissolution of the Liquidation Trust and completion of the winding up of the Liquidation Trust's affairs, a Certificate of Cancellation canceling the certificate of trust of the Liquidation Trust shall be executed by the Liquidation Trustee and filed with the office of the Secretary of State of the State of Delaware. The Liquidation Trustee shall provide written notice of such filing to the Delaware Trustee and the Board Governors promptly following such filing.

ARTICLE 11

DELAWARE TRUSTEE

11.1 Delaware Trustee Protections. Notwithstanding any other provision hereof to the contrary, the Parties hereto agree to the following:

(a) The Delaware Trustee is appointed to serve as the trustee of the Liquidation Trust for the sole purpose of satisfying the requirement of Section 3807(a) of the Act that a statutory trust have at least one trustee with a principal place of business in the State of Delaware or is an individual who is a resident of the State of Delaware.

(b) The duties of the Delaware Trustee shall be limited to (i) accepting legal process served on the Liquidation Trust in the State of Delaware and (ii) the execution of any certificates which the Delaware Trustee is required to execute under the Act. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Liquidation Trust or the Liquidation Trust Beneficiaries, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are eliminated and replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Liquidation Trust Agreement.

(c) Notwithstanding any provision herein, the Delaware Trustee shall not be required to take any action hereunder if it shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in personal liability or is contrary to the terms hereof or is otherwise contrary to law or a policy of any regulatory authority or governmental agency.

(d) Whenever the Delaware Trustee is unable to decide between alternative courses of action permitted or required by the terms of this Liquidation Trust Agreement or is unsure as to the application of any provision of this Liquidation Trust Agreement or any such provision is ambiguous as to its application, or may be, in conflict with any other applicable provision, or in the event that this Liquidation Trust Agreement permits any determination by the Delaware Trustee or is silent or is incomplete as to the course of action that the Delaware Trustee is required or permitted to take with respect to a particular set of facts, the Delaware Trustee shall promptly give notice (in such form as shall be appropriate under the circumstances) to the Liquidation Trustee requesting instruction as to the course of action to be adopted,

and to the extent that the Delaware Trustee acts or refrains from acting in good faith in accordance with any such written instruction, the Delaware Trustee shall not be personally liable on account of such action or inaction to any Person. If the Delaware Trustee shall not have received appropriate instruction within ten (10) calendar days of receipt of such notice (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action, not inconsistent with this Liquidation Trust Agreement, as it shall deem to be in the best interests of the Liquidation Trust Beneficiaries, and shall have no personal liability to any Person for such action or inaction.

(e) The Delaware Trustee shall have no duty or obligation to manage, make any payment with respect to, register, record, sell, dispose of, or otherwise deal with the Liquidation Trust Assets, and no implied duties (including fiduciary duties) or obligations shall be read into this Liquidation Trust Agreement. The Delaware Trustee shall have no responsibility for filing any financing or continuation statement in any public office at any time or to otherwise perfect or maintain the perfection of any security interest or lien granted to the Liquidation Trust or to prepare or file any filing for the Liquidation Trust (other than as required by the Act) or to record this Liquidation Trust Agreement or any other document.

(f) The Delaware Trustee acts hereunder not in its individual capacity, and all Persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Liquidation Trust Agreement shall look only to the Liquidation Trust Assets for payment or satisfaction thereof.

(g) The Delaware Trustee makes no representations as to the validity or sufficiency of this Liquidation Trust Agreement or of any of the Liquidation Trust Assets or related documents. The Delaware Trustee shall have no personal responsibility or liability for or with respect to the legality, validity and enforceability of any Liquidation Trust Asset, or the perfection and priority of any security interest created by any Liquidation Trust Asset or the maintenance of any such perfection and priority, or for or with respect to the sufficiency of the Liquidation Trust Assets or its ability to generate the payments to be distributed to the related Liquidation Trust Beneficiaries under this Liquidation Trust Agreement, including, without limitation: the origination, the existence, condition, ownership and servicing of any Liquidation Trust Asset; the existence and enforceability of any insurance thereon; the existence and contents of any Liquidation Trust Asset on any computer or other record thereof, the validity of the assignment of any Liquidation Trust Asset to the Liquidation Trust or of any intervening assignment; the completeness of any Liquidation Trust Asset; the performance or enforcement of any Liquidation Trust Asset; the compliance with any warranty or representation made under any document or the accuracy of any such warranty or representation.

(h) The Delaware Trustee shall not be personally answerable or accountable hereunder under any circumstances, except to the Liquidation Trust Beneficiaries and the Liquidation Trust for the Delaware Trustee's own willful misconduct or gross negligence in the performance of its express duties hereunder, and the Delaware Trustee shall have no liability for the acts or omissions of any other Person.

(i) The Delaware Trustee shall not be personally liable for any error of judgment made by the Delaware Trustee.

(j) The Delaware Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in accordance with the instructions of the Liquidation Trustee.

(k) No provision of this Liquidation Trust Agreement or any related document shall require the Delaware Trustee to expend or risk its own funds or otherwise incur any personal financial liability in the performance of any of its respective rights, duties, or powers hereunder.

(l) Under no circumstances shall the Delaware Trustee be personally liable for any duties, obligations or indebtedness of the Liquidation Trust.

(m) The Delaware Trustee shall not be personally liable for the default or misconduct of any other Person hereunder or other party to any document to which the Liquidation Trust is a party or signatory or otherwise and shall not be personally liable for monitoring the performance of such Persons.

(n) The right of the Delaware Trustee to perform any discretionary act enumerated in this Liquidation Trust Agreement shall not be construed as a duty.

(o) Notwithstanding any other provisions hereof to the contrary, the Delaware Trustee shall not be liable for any special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits) even if the Delaware Trustee has been advised of the likelihood of such loss or damage, and regardless of the form of action.

(p) The Delaware Trustee shall not be liable or responsible for delays or failures in the performance of its obligations hereunder arising out of or caused, directly or indirectly, by circumstances beyond their control (such acts include but are not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, shelter in place or similar directive and interruptions, losses or malfunctions of utilities, computer (hardware or software) or communications services).

(q) The Delaware Trustee shall not incur any personal liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper believed by it to be genuine and believed by it to be signed by an appropriate Person, may accept a certified copy of a resolution of the board of directors or other governing body of any Person as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect, and as to any fact or matter the method of the determination of which is not specifically prescribed herein, may for all purposes hereof rely on a certificate, signed by the Liquidation Trustee as to such fact or matter and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(r) In the performance of its duties and obligations under this Liquidation Trust Agreement, the Delaware Trustee at the expense of the Liquidation Trust (i) may act directly or through its agents or attorneys pursuant to agreements entered into with any of them, and the Delaware Trustee shall not be personally liable for the conduct or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Delaware Trustee in good faith and (ii) may consult with counsel, accountants and other skilled persons, in each case, to be selected by the Delaware Trustee in good faith, and such advice shall be full and complete authorization and protection with respect to any action taken or omitted by it hereunder in good faith and in accordance with the advice or opinion of counsel, accountants or other such persons.

11.2 Fees and Indemnity. The Delaware Trustee shall be entitled to receive from the Liquidation Trust as compensation for its services hereunder such fees as set forth in the fee letter with the Delaware Trustee, which compensation shall not be limited by any provision of law in regard to compensation of a trustee of an express trust. The Liquidation Trust shall (i) reimburse the Delaware Trustee for all reasonable and documented expenses incurred by it in connection with the execution and performance of its rights and duties hereunder (including reasonable fees and expenses of counsel and other experts, including fees and expenses of counsel in the enforcement of this Liquidation Trust Agreement, including indemnification provisions); (ii) indemnify, defend and hold harmless the Delaware Trustee (in both its individual and trustee capacities) and the officers, directors, employees and agents of the Delaware Trustee (collectively, including the Delaware Trustee in its individual capacity, the “**Covered Persons**”) from and against any and all documented losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel), taxes and penalties of any kind and nature whatsoever, to the extent that such expenses arise out of or are imposed upon or asserted at any time against

one or more Covered Persons with respect to the performance of this Liquidation Trust Agreement, the creation, operation, administration or termination of the Trust, or the transactions contemplated hereby (all such expenses as provided in clauses (i) and (ii) are herein referred to collectively as “**Expenses**”), *provided, however*, that the Liquidation Trust shall not be required to indemnify a Covered Person for Expenses to the extent such Expenses result from the willful misconduct or gross negligence of such Covered Person; and (iii) advance to each Covered Person Expenses (including reasonable legal fees) incurred by such Covered Person in defending any claim, demand, action, suit or proceeding, prior to the final disposition of such claim, demand, action, suit or proceeding. With respect to reimbursement or indemnity provided hereunder, an Covered Person shall have a lien on the Liquidation Trust Assets prior to any rights in such property of the Liquidation Trust Beneficiaries. The indemnities contained in this Section shall survive the removal, resignation or termination of the Delaware Trustee and the termination of the Liquidation Trust and this Liquidation Trust Agreement.

11.3 Resignation and Removal. The Delaware Trustee may resign and be discharged hereunder upon not less than 30 days’ prior written notice to the Liquidation Trustee. The Delaware Trustee also may be removed and discharged, with or without cause, upon the delivery by the Liquidation Trustee, in consultation with the Liquidation Trust Board, to the Delaware Trustee of a written notice of removal. Upon receiving such a notice of resignation or removal, the Liquidation Trustee, in consultation with the Liquidation Trust Board, shall use its best efforts promptly to appoint a substitute or successor Delaware Trustee in the manner and meeting the qualifications hereinafter provided by written instrument or instruments delivered to such resigning Delaware Trustee and the substitute or successor Delaware Trustee. Any resignation or removal of the Delaware Trustee and appointment of a substitute or successor Delaware Trustee shall become effective only upon acceptance of the appointment by the substitute or successor Delaware Trustee. If no substitute or successor Delaware Trustee shall have been appointed within 30 days after notice of such resignation or removal has been delivered, at the expense of the Liquidation Trust, the Delaware Trustee may apply to a court of competent jurisdiction for the appointment of a successor Delaware Trustee. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Delaware Trustee meeting the qualifications provided for herein.

11.4 Merger. Any Person into which the Delaware Trustee may be merged or with which it may be consolidated, or any Person resulting from any merger or consolidation to which the Delaware Trustee shall be a party, or any Person that succeeds to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor Delaware Trustee under this Liquidation Trust Agreement without the execution, delivery or filing of any paper or instrument or further act to be done on the part of the parties hereto (except for the filing of an amendment to the Liquidation Trust’s certificate of trust if required by the Act), notwithstanding anything to the contrary herein; *provided, however*, that such successor Delaware Trustee shall have its principal place of business in the State of Delaware and otherwise meet the requirements of the Act and applicable law.

ARTICLE 12

MISCELLANEOUS

12.1 Cumulative Rights and Remedies. The rights and remedies provided in this Liquidation Trust Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

12.2 Privilege. The Liquidation Trust and the Liquidation Trustee shall 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, including, without limitation, the attorney-client privilege, work product privilege and other privileges and immunities that they possess. 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. The Debtors and their respective financial advisors and the Creditors' Committee and its financial advisors will provide to the Liquidation Trustee (or such professionals designated by the Liquidation Trustee) documents, other information, and work product relating to potential Retained Causes of Action, provided that the provision of any such documents and information will be without waiver of any evidentiary privileges or immunity.

12.3 Notices. All notices to be given to Liquidation Trust Beneficiaries may be given by ordinary mail, or may be delivered personally, to the Liquidation Trust Beneficiaries at the addresses appearing on the books kept by the Liquidation Trustee. Any notice or other communication which may be or is required to be given, served or sent to the Liquidation Trustee and/or Delaware Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC,
Liquidation Trustee
Riveron RTS, LLC
265 Franklin Street, 10th Floor
Boston, MA 02110
Email: Shaun.Martin@riveron.com

-and-

Donald J. Puglisi
Delaware Trustee
Puglisi & Associates
850 Library Avenue, Suite 204
Newark, Delaware 19711
Email: dpuglisi@puglisiassoc.com

or to such other address as may from time to time be provided in written notice by the Liquidation Trustee and/or Delaware Trustee.

12.4 Governing Law. This Liquidation Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (excluding conflict of laws rules), including all matters of validity, construction and administration; provided, however, that there shall not be applicable to the Liquidation Trust, the Liquidation Trustee or this Liquidation Trust Agreement, (a) the provisions of Section 3540 of Title 12 of the Delaware Code and (b) to the fullest extent permitted by applicable law any provisions of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate, in a manner inconsistent with the terms hereof, (i) the filing with any

court or governmental body or agency of trustee accounts or schedule of trustee fees and charges, (ii) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property, (iv) fees or other sums payable to trustees, officers, agents or employees of a trust, (v) the allocation of receipts and expenditures to income and principal, or (vi) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding or investing trust assets.

12.5 Successors and Assigns. This Liquidation Trust Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective successors and assigns.

12.6 Particular Words. Reference in this Liquidation Trust Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Liquidation Trust Agreement. The words “hereof,” “herein” and similar terms shall refer to this Liquidation Trust Agreement and not to any particular Section or Article of this Liquidation Trust Agreement.

12.7 Execution. All funds in the Liquidation Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Liquidation Trust Beneficiary, and no Liquidation Trust Beneficiary or any other Person can execute upon, garnish or attach the Liquidation Trust Assets or the Liquidation Trustee in any manner or compel payment from the Liquidation Trust except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order and this Liquidation Trust Agreement.

12.8 Amendment. This Liquidation Trust Agreement may be amended by written agreement by majority vote of the Liquidation Trust Board, or by order of the Bankruptcy Court. No amendment or waiver of any provision of this Liquidation Trust Agreement which adversely affects the Delaware Trustee shall be effective against it without its prior written consent.

12.9 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Liquidation Trust Agreement shall affect such right or remedy or constitute a waiver thereof.

12.10 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Liquidation Trust Agreement as an association, partnership or joint venture of any kind.

12.11 Books and Records.

(a) On or before the Effective Date, the Debtors shall transfer to the Liquidation Trustee on behalf of the Liquidation Trust or otherwise provide access to the Liquidation Trustee on behalf of the Liquidation Trust all of the books and records of the Debtors in their possession relevant to implementation of the Plan and shall instruct any third parties or professionals possessing such books and records (including computer generated or computer maintained books, records and data, legal and accounting files maintained by any professional of the Debtors and other books and records maintained by or in the possession of third parties) to the extent reasonably necessary to the Liquidation Trustee’s performance of duties hereunder.

(b) The Liquidation Trustee will maintain reasonably good and sufficient books and records with respect to the matters contained herein.

(c) The Liquidation Trustee shall provide the GUC Distribution Trustee with originals or copies of or access to all documents and business records of the Debtors reasonably available to the Liquidation Trustee and necessary for the disposition of GUC Distribution Trust Assets and objections to Disputed Claims to the extent such Disputed Claims concern Class 4 Claims; provided, however, that, to the extent that the Liquidation Trustee provides the GUC Distribution Trustee with originals or

copies of or access to any such documents and business records, neither the Liquidation Trustee nor the Liquidation Trust shall have any obligation to ensure the accuracy or completeness of any such documents or business records.

(d) The Liquidation Trustee shall use reasonable efforts to cooperate with the GUC Distribution Trustee in connection with the GUC Distribution Trustee's investigation and prosecution of objections to Disputed Class 4 Claims, including with respect to providing evidence and information as reasonably requested by the GUC Distribution Trustee. None of the Debtors' books and records in the possession of the Debtors or the Liquidation Trustee shall be destroyed or disposed of while the claims reconciliation process for Disputed Claims remains ongoing.

12.12 Severability. If any term, provision, covenant or restriction contained in this Liquidation Trust Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Liquidation Trust Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.13 Further Assurances. The Parties agree to execute and deliver all such documents and notices and to take all such further actions as may be reasonably required from time to time to carry out the intent and purposes and provide for the full implementation of this Liquidation Trust Agreement and the pertinent provisions of the Plan, and to consummate the transactions contemplated hereby.

12.14 Counterparts. This Liquidation Trust Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12.15 Jurisdiction. The Bankruptcy Court shall have jurisdiction over the Liquidation Trust, the Delaware Trustee, the Liquidation Trustee, the Liquidation Trust Board and the Liquidation Trust Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the Liquidation Trust. The Bankruptcy Court shall have exclusive jurisdiction and venue to hear and finally determine all matters among the Parties arising out of or related to this Liquidation Trust Agreement or the administration of the Liquidation Trust. Notwithstanding anything herein to the contrary, to the extent required by the Act (i) the Parties hereto and the Liquidation Trust Beneficiaries agree to the non-exclusive jurisdiction of the courts of the State of Delaware and (ii) the Court of Chancery of the State of Delaware shall have jurisdiction over the Liquidation Trust to the same extent as it has jurisdiction over common law trusts formed under the laws of the State of Delaware.

(signatures on following pages)

IN WITNESS WHEREOF, the Parties have or are deemed to have executed and acknowledged this Liquidation Trust Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers as of the day and year first written above.

TECT AEROSPACE GROUP HOLDINGS, INC.

By: _____

Title: _____

TECT AEROSPACE KANSAS HOLDINGS, LLC

By: _____

Its: _____

TECT AEROSPACE HOLDINGS, LLC

By: _____

Its: _____

TECT AEROSPACE WELLINGTON INC.

By: _____

Its: _____

TECT AEROSPACE, LLC

By: _____

Its: _____

TECT HYPERVELOCITY, INC.

By: _____

Its: _____

SUN COUNTRY HOLDINGS, LLC

By: _____

Its: _____

Shaun Martin, in his capacity as Senior Managing Director at
Riveron RTS, LLC

Solely as Liquidation Trustee

By: _____

-and-

Donald J. Puglisi

Solely as Delaware Trustee

By: _____

Exhibit A-2

Blackline

LIQUIDATION TRUST AGREEMENT AND DECLARATION OF TRUST

This liquidation trust agreement and declaration of trust (this “**Liquidation Trust Agreement**”), dated as of March [___], 2022, is made by and among TECT Aerospace Group Holdings, Inc., TECT Aerospace Kansas Holdings, LLC, TECT Aerospace Holdings, LLC, TECT Aerospace Wellington Inc., TECT Aerospace, LLC, TECT Hypervelocity, Inc., and Sun Country Holdings, LLC (collectively, the “**Debtors**”), Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC (the “**Liquidation Trustee**”), and ~~_____~~ [Donald J. Puglisi](#), solely in its capacity as Delaware resident trustee pursuant to Section 11 hereof (the “**Delaware Trustee**” and, together with the Debtors and the Liquidation Trustee, the “**Parties**”).

RECITALS

WHEREAS, on April 5, 2021, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), jointly administered under Case No. 21-10670 (KBO) (the “**Chapter 11 Cases**”).

WHEREAS, on April 20, 2021, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) filed the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 76], notifying parties in interest that the U.S. Trustee had appointed a statutory committee of unsecured creditors (the “**Creditors’ Committee**”) in the Chapter 11 Cases.

WHEREAS, the Debtors filed the *Joint [Chapter 11 Plan of Liquidation of TECT Aerospace Group Holdings, Inc., and Its Affiliated Debtors](#)* [Docket No. 737] on January 25, 2022 (collectively with the exhibits thereto, the “**Plan**”).¹

WHEREAS, on March [___], 2022, the Bankruptcy Court entered an order [Docket No. ___] (the “**Confirmation Order**”) confirming the Plan [attached to the Confirmation Order as Exhibit A thereto](#).

WHEREAS, the Plan and the Confirmation Order provide for the establishment of a trust under the laws of the State of Delaware (the “**Liquidation Trust**”) effective on the effective date of the Plan (the “**Effective Date**”).

WHEREAS, the Plan, the Confirmation Order and this Liquidation Trust Agreement provide for the appointment of Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC, as the Liquidation Trustee of the Liquidation Trust, and this Liquidation Trust Agreement provides for the appointment as necessary of any successor Liquidation Trustee and/or Delaware Trustee of the Liquidation Trust.

WHEREAS, the Liquidation Trust is established for the benefit of the Holders of all Allowed Class 3 Claims (collectively, the “**Liquidation Trust Beneficiaries**”).

WHEREAS, the Liquidation Trust is established for the purpose of (1) liquidating the Liquidation Trust Assets; (2) reviewing, objecting to, and resolving 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

¹ Pursuant to Section 2.2 of this Liquidation Trust Agreement, capitalized but undefined terms used herein shall be given the meaning provided in the Plan.

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. 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 this Liquidation Trust Agreement. Notwithstanding anything to the contrary herein or in the Plan, the Liquidation Trust's primary purpose is 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, and subject to the oversight of the Liquidation Trust Board, liquidate and convert to Cash the Liquidation Trust Assets, make timely distributions to the Liquidation Trust Beneficiaries and not unduly prolong its duration.

WHEREAS, pursuant to the Plan, all parties, including the Debtors, the Delaware Trustee, the Liquidation Trustee and the Liquidation Trust Beneficiaries, are required to treat, for all U.S. federal income tax purposes, the transfer of the Liquidation Trust Assets by the Debtors to the Liquidation Trust, as set forth herein, (a) in part as a transfer of Liquidation Trust Assets by the Debtors to the Liquidation Trust Beneficiaries, subject to any liabilities of the Debtors or the Liquidation Trust payable from the proceeds of such assets, followed by a transfer of such assets (subject to such liabilities) by the Liquidation Trust Beneficiaries to the Liquidation Trust, in exchange for the Beneficial Interests (as defined below) in the Liquidation Trust, and (b) in part as the transfer of assets by the Debtors to one or more Disputed Claims Reserves.

WHEREAS, pursuant to the Plan, the Liquidation Trust is intended for U.S. federal income tax purposes (a) to be treated as a grantor trust within the meaning of sections 671-677 of the Internal Revenue Code of 1986, as amended, and also (b) to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), and the Liquidation Trust Beneficiaries are to be treated as the grantors and owners of the Liquidation Trust for U.S. federal income tax purposes.

WHEREAS, the Liquidation Trust is further intended to be exempt from the requirements of (a) the Securities Exchange Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (b) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the premises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

ARTICLE 1

DECLARATION OF TRUST

1.1 The Parties hereby enter into this Liquidation Trust Agreement to establish the Liquidation Trust and effectuate the distribution of the Liquidation Trust Assets to the Liquidation Trust Beneficiaries pursuant to the Plan and the Confirmation Order. It is the intention of the Parties hereto that the trust created hereby constitutes a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* (the "**Act**"), and that this Liquidation Trust Agreement constitutes the governing instrument of the Liquidation Trust. The Delaware Trustee and the Liquidation Trustee are hereby authorized and directed to execute and file a certificate of trust pursuant to the Act. The principal office of the Liquidation Trust, and such additional offices as the Liquidation

Trustee may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Liquidation Trustee may designate from time to time.

1.2 Pursuant to the Plan, the Confirmation Order and this Liquidation Trust Agreement, as of the Effective Date, all right, title and interest in, under and to the Liquidation Trust Assets is hereby absolutely and irrevocably assigned to the Liquidation Trust, or if required by applicable law, to the Liquidation Trustee on behalf of the Liquidation Trust, and to its successors in trust and its successors and assigns.

1.3 IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Liquidation Trust Assets are to be held by the Liquidation Trust, or if required by applicable law, retained by the Debtors with the Liquidation Trustee deemed to have been designated as a representative of the Debtors to enforce and pursue those Liquidation Trust Assets on behalf of the Debtors, on the terms and conditions set forth herein, solely for the benefit of the Liquidation Trust Beneficiaries and for no other party.

ARTICLE 2

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS AND INTERPRETATION

2.1 Recitals. The Recitals are incorporated into and made terms of this Liquidation Trust Agreement.

2.2 Use of Plan Definitions. All capitalized terms used in this Liquidation Trust Agreement but not defined herein shall have the same meaning set forth in the Plan.

2.3 Interpretation; Headings. All references herein to specific provisions of the Plan or Confirmation Order are without exclusion or limitation of other applicable provisions of the Plan or Confirmation Order. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. The headings in this Liquidation Trust Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Liquidation Trust Agreement.

ARTICLE 3

ESTABLISHMENT OF TRUST

3.1 Establishment of the Liquidation Trust. Pursuant to the Plan, the Parties hereby establish the Liquidation Trust.

3.2 Effectiveness of Liquidation Trust Agreement; Name of Liquidation Trust. This Liquidation Trust Agreement shall become effective on the Effective Date. The Liquidation Trust shall be officially known as the “**TECT Liquidation Trust**,” in which name (to the fullest extent permitted by applicable law) the Liquidation Trustee may, among other things, carry out the functions of the Liquidation Trust, effectuate the liquidating purpose of the Liquidation Trust, retain professionals and pay fees and costs incurred by such professionals as permitted pursuant to the Plan and this Liquidation Trust Agreement, make and execute contracts on behalf of the Liquidation Trust, sue and be sued on behalf of the Liquidation Trust and take such other actions as the Liquidation Trustee is authorized to take pursuant to the Plan and this Liquidation Trust Agreement.

3.3 Purpose of Liquidation Trust. The Liquidation Trust is established for the purpose of (1) liquidating the Liquidation Trust Assets; (2) investigating, prosecuting, settling, or abandoning the Retained Causes of Action (3) reviewing, objecting to, seeking to recharacterize, reclassify or subordinate, and resolving all Disputed Claims, including Disputed Class 5 Claims but excluding Disputed Class 4 Claims; (4) making distributions to Holders of Allowed Claims, other than Holders

of Allowed General Unsecured Claims in accordance with the terms of the Plan; and (5) otherwise implementing the Plan. 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 subject to the rights of the GUC Distribution Trust pursuant to the Litigation Recovery Split set forth in the Plan.

3.4 Establishment of the Liquidation Trust Board. Pursuant to the Plan, the Parties hereby establish the Liquidation Trust Board.

3.5 Effectiveness of the Liquidation Trust Board; Name of Liquidation Trust Board: In accordance with the Plan, upon the Effective Date, the Liquidation Trust Board shall be constituted and will be comprised of three governors (each, a "**Board Governor**"). The initial Board Governors shall be: (a) Jonathon P. Randall; (b) Charles G. Adams; and (c) John Mullen of Wm. F. Hurst Co., LLC. Solely as to, or for the benefit of, the Liquidating Trust Beneficiaries (and the GUC Distribution Trust on account of the GUC Litigation Recovery), each of the Board Governors of the Liquidation Trust Board shall exercise due care, loyalty and good faith in conducting the duties set forth in Section 3.6, including recusal from any determinations that would present a conflict of interest.

3.6 Duties of Liquidation Trust Board. The Liquidation Trust Board shall have the authority and responsibility to advise, assist and supervise the Liquidation Trustee in the administration of the Liquidation Trust. The Liquidation Trustee shall consult with and provide information to the Liquidation Trust Board in accordance with and pursuant to the terms of this Liquidation Trust Agreement and the Plan. Upon its formation, the duties of the Liquidation Trust Board will include 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 this 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.

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

3.8 Removal/Resignation of Liquidation Trust Board Governor: At any time, a majority of the Liquidation Trust Board, on notice and hearing before the Bankruptcy Court, may seek removal of a Board Governor for cause. For purposes of this Section 3.8, "cause" shall mean: (a) the intentional wrongful damage to the Liquidation Trust Assets, or (b) gross negligence or willful misconduct in the performance of Board Governor duties under the Plan or this Liquidation Trust Agreement.

Any person serving as a Board Governor may resign at any time on written notice to ~~Boeing,~~ all of the Governors of the Liquidation Trust Board, the Liquidation Trustee, the U.S. Trustee and the Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation (b) the date that is 30 days after the date such notice is filed with the Bankruptcy Court

and served on ~~Boeing~~, all of the Governors of the Liquidation Trust Board, the Liquidation Trustee, and the U.S. Trustee and (c) appointment of a successor Board Governor.

3.9 Successor Board Governor: Upon the resignation, death, incapacity or removal of a Board Governor, a successor member shall be appointed upon the majority vote of the remaining Board Governors and the Liquidation Trustee. To the extent that the Liquidation Trust Board cannot agree to a successor Board Governor within sixty (60) days after a vacancy, the successor Board Governor shall be appointed by the Bankruptcy Court upon motion by the Liquidation Trustee. Until a successor Board Governor has been appointed, the Liquidation Trust Board shall operate with two (2) Board Governors. The Liquidation Trustee shall file a notice on the Bankruptcy Court docket regarding any reconstitutions of Liquidation Trust Board.

3.10 Compensation of Board Governors. The Board Governors of the Liquidation Trust Board will not be compensated, but the Liquidation Trust may pay the reasonable and documented costs and expenses of the Board Governors 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.

3.11 Appointment of Liquidation Trustee. Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC, is hereby appointed as the Liquidation Trustee and hereby accepts such appointment as the Liquidation Trustee. On the Effective Date and automatically, and without further action, the Liquidation Trustee will have the full power and authority as the trustee of the Liquidation Trust in accordance with the Plan and this Liquidation Trust Agreement to take any and all actions as the Liquidation Trustee determines to be necessary or appropriate to implement the Plan, subject to the Plan, the Confirmation Order and this Liquidation Trust Agreement. 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 the 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.

3.12 Transfer of Liquidation Trust Assets. The Debtors hereby irrevocably grant, release, assign, transfer, convey and deliver the Liquidation Trust Assets to the Liquidation Trust, or if required by applicable law, to the Liquidation Trustee for the benefit of the Liquidation Trust or the Debtors will retain those Liquidation Trust Assets and the Liquidation Trustee will be deemed to have been designated as a representative of the Debtors to enforce and pursue those Liquidation Trust Assets on behalf of the Debtors. For the avoidance of doubt, the Liquidation Trust Assets include one equity interest in TECT Parent and any Interests held by a Debtor in a Subsidiary Debtor that are assigned to the Liquidation Trust. The Debtors shall, if reasonably requested by the Liquidation Trustee on the Effective Date, execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate), and the Debtors shall take or cause to be taken such further action on the Effective Date as the Liquidation Trustee may reasonably deem necessary or appropriate, to vest or perfect in the Liquidation Trust, or the Liquidation Trustee on its behalf, or confirm to the Liquidation Trustee title to and possession of the Liquidation Trust Assets. The vesting of the Liquidation Trust Assets shall be free and clear of all liens, charges, Claims, encumbrances and interests. On the Effective Date, standing to commence, prosecute, settle and compromise all Retained Causes of Action will transfer to the Liquidation Trust.

3.13 Title to Liquidation Trust Assets. Pursuant to the Plan and the Confirmation Order, all of the Debtors' right, title and interest in and to the Liquidation Trust Assets, including all such assets held or controlled by third parties, if any, are automatically vested in the Liquidation Trust or the Liquidation Trustee, or the Liquidation Trustee will have been designated as representative, on the

Effective Date, and such transfer is on behalf of the Liquidation Trust Beneficiaries to establish the Liquidation Trust. The Liquidation Trust, and the Liquidation Trustee as representative shall be authorized to obtain possession or control of, liquidate and collect all of the Liquidation Trust Assets in the possession or control of third parties and pursue the Retained Causes of Action. Notwithstanding entry of the Confirmation Order, the Liquidation Trust, and the Liquidation Trustee, shall have the right to invoke § 542 of the Bankruptcy Code to pursue turnover of Liquidation Trust Assets. On the Effective Date, the Liquidation Trust or the Liquidation Trustee, solely in its capacity as the trustee for the Liquidation Trust, as applicable, shall be substituted for the Debtors for all purposes with respect to the Liquidation Trust Assets and administration of Claims (other than Class 4 Claims) and shall be deemed to be substituted as the party to any Filed objection to Claims (other than Class 4 Claims) that remain pending as of the Effective Date and any Retained Causes of Action including (a) pending contested matters or adversary proceedings in the Bankruptcy Court, , (b) any appeals of orders of the Bankruptcy Court and (c) any state court or federal or state administrative proceedings pending as of the Petition Date.

To the extent that any law or regulation prohibits the transfer of ownership of any of the Liquidation Trust Assets from the Debtors to the Liquidation Trust or to the Liquidation Trustee on its behalf and such law is not superseded by the Bankruptcy Code, the interest of the Liquidation Trust and Liquidation Trustee shall be a lien upon and security interest in such Liquidation Trust Assets, in trust, nevertheless, for the sole use and purposes set forth in Section 3.3, and this Liquidation Trust Agreement shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages. By executing this Liquidation Trust Agreement, the Liquidation Trustee on behalf of the Liquidation Trust hereby accepts all of such property as Liquidation Trust Assets, to be held in trust for the Liquidation Trust Beneficiaries, subject to the terms of this Liquidation Trust Agreement, the Plan and the Confirmation Order.

3.14 Capacity of Liquidation Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Liquidation Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Liquidation Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name. The Liquidation Trust may enforce all rights to commence and pursue, as appropriate, any and all such Retained Causes of Action, and the Liquidation Trust's rights to commence, prosecute or settle any such Retained Causes of Action will be preserved notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date.

3.15 Cooperation of Debtors. The Debtors shall reasonably cooperate with the Liquidation Trust and Liquidation Trustee in effecting the transition from the Debtors to the Liquidation Trust of the administration of Claims (other than Class 4 Claims) and the pursuit of any Retained Causes of Action consistent with the Plan or Confirmation Order.

ARTICLE 4

ADMINISTRATION OF TRUST

4.1 Rights, Powers and Privileges of Liquidation Trustee Generally. Except as otherwise provided in this Liquidation Trust Agreement, the Plan or the Confirmation Order, as of the date that the Liquidation Trust Assets are transferred to the Liquidation Trust or the Liquidation Trustee, or the Liquidation Trustee is designated the Debtor's representative for them, the Liquidation Trustee on behalf of the Liquidation Trust may control and exercise authority over the Liquidation Trust Assets,

over the acquisition, management and disposition thereof and over the management and conduct of the affairs of the Liquidation Trust. In administering the Liquidation Trust Assets, the Liquidation Trustee, in the exercise of the Liquidation Trustee's reasonable business judgment, 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 the duration of the Liquidation Trust; with due regard that undue haste in the administration of the Liquidation Trust Assets may fail to maximize value for the benefit of the Liquidation Trust Beneficiaries and otherwise be imprudent and not in the best interests of the Liquidation Trust Beneficiaries.

4.2 Governance of the Liquidation Trust. The Liquidation Trust will be administered and controlled by the Liquidation Trustee, subject to oversight, and if applicable, approval, provided by the Liquidation Trust Board.

4.3 Power to Contract. In furtherance of the purpose of the Liquidation Trust, and except as otherwise provided in the Plan, Confirmation Order or this Liquidation Trust Agreement, the Liquidation Trustee shall have the right and power on behalf of the Liquidation Trust, and also may cause the Liquidation Trust, to enter into any agreements, instruments or other documents necessary to implement the Plan, and to execute, acknowledge and deliver any and all agreements, instruments or other documents that are necessary or deemed by the Liquidation Trustee to be consistent with and advisable in furthering implementation of the Plan.

4.4 Ultimate Right to Act. Subject in all cases to the Liquidation Trustee's fiduciary duties to the Liquidating Trust Beneficiaries (and the GUC Distribution Trust on account of the GUC Litigation Recovery), nothing in this Liquidation Trust Agreement shall be deemed to prevent the Liquidation Trustee from taking or refraining to take any action on behalf of the Liquidation Trust that the Liquidation Trustee determines to be necessary or appropriate to implement the Plan or to refrain from taking in the performance of any duty that the Liquidation Trustee may owe the Liquidation Trust Beneficiaries under the Plan, the Confirmation Order or this Liquidation Trust Agreement; provided, however, that, for the avoidance of doubt, the foregoing shall not allow the Liquidation Trustee to (i) take any action without first obtaining the approval of the Liquidation Trust Board where such approval is expressly required by this Liquidation Trust Agreement, the Plan or Confirmation Order, or (ii) take any action that would materially impact the Retained Causes of Action or any Claim held by a Non-Released Party without first obtaining the approval of the Liquidation Trust Board.

4.5 Powers of Liquidation Trustee. Without limiting the generality of the above Section 4.1 of this Article 4, in addition to the powers granted in the Plan including, without limitation, the powers, rights, responsibilities and authority set forth in Section IV.F of the Plan, the Liquidation Trustee (in consultation with the Liquidation Trust Board) shall have the power to take the following actions on behalf of the Liquidation Trust and any powers reasonably incidental thereto that the Liquidation Trustee, in the Liquidation Trustee's reasonable discretion, determines to be necessary or appropriate to fulfill the purpose of the Liquidation Trust and implement the Plan, without further approval required unless otherwise specifically limited or restricted by the Plan, the Confirmation Order or this Liquidation Trust Agreement:

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

(b) accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, supervise, prosecute, settle and protect, as applicable, the Retained Causes of Action and the other Liquidation Trust Assets, in accordance with the Plan and subject to the approval of the Liquidation Trust Board;

(c) subject to the approval of the Liquidation Trust Board, investigate, review, reconcile, settle, seek to recharacterize, reclassify or subordinate, or object to Claims (other than Class 4 Claims) that are Disputed Claims pursuant to the Plan;

(d) calculate and make Distributions of the proceeds of the Liquidation Trust Assets to Holders of Allowed Claims as provided in the Plan;

(e) hold legal title to any and all rights of the Liquidation Trust or the Liquidation Trust Beneficiaries in or arising from the Liquidation Trust Assets;

(f) cause the orderly liquidation of the Retained Causes of Action, subject to the approval of the Liquidation Trust Board, which may include causing the Liquidation Trust to pursue, commence, prosecute, compromise, settle, dismiss, release, waive, withdraw, abandon, litigate, resolve, sell, liquidate, assign or otherwise dispose of any claims or rights and other Liquidation Trust Assets as the Liquidation Trustee, in consultation with the Liquidation Trust Board, determines is in the best interests of the Liquidation Trust Beneficiaries; 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 of the Plan and the terms of the Liquidation Trust Agreement;

(g) file all documents and take all other necessary actions to effect the dissolution of the Debtors under their respective constituent documents and Delaware or other applicable state law and, as of the Effective Date, assume any such outstanding obligation of the Debtors, under the Plan;

(h) perform all obligations of the Debtors under the Asset Sales;

(i) prepare and file all tax returns and pay all taxes as required by the Plan and this Liquidation Trust Agreement, and take any other such actions relating to taxes as required by the Plan and this Liquidation Trust Agreement;

(j) subject to the approval of the Liquidation Trust Board, file, withdraw or litigate to judgment, objections to Claims (other than Class 4 Claims);

(k) settle or compromise any Disputed Claim (other than Disputed Class 4 Claims);

(l) settle or compromise any Claims (other than Class 4 Claims) against the Debtors;

(m) conduct any sales, liquidations, litigation, settlement or other disposition of non-Cash Liquidation Trust Assets for disposition in accordance with the terms of the Plan;

(n) issue, execute, deliver, file or record any contract, security, instrument, release or other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement and evidence the terms and conditions of the Plan and the Dissolution Transactions;

(o) enforce any Executory Contract and Unexpired Lease assumed pursuant to the Plan or separate order of the Bankruptcy Court, and not assigned to a third party on or before the Effective Date, and take any and all actions necessary to implement any assignment of an Executory Contract or Unexpired Lease pending before the Bankruptcy Court as of the Effective Date;

(p) establish, maintain and administer the Disputed Claims Reserve and Litigation Cost Reserve, which shall be segregated to the extent appropriate in accordance with the Plan, and create additional sub-accounts;

(q) invest or direct any Third Party Disbursing Agent to invest Cash in the Disputed Claims Reserve and Litigation Cost Reserve;

(r) direct any Third Party Disbursing Agent not to invest Cash if the Liquidation Trustee determines the administrative costs associated with the investment will exceed the return on the investment;

(s) protect and enforce the rights to the Liquidation Trust Assets vested in the Liquidation Trust and Liquidation Trustee by this Liquidation Trust Agreement by any method deemed appropriate, including, without limitation, by the initiation or pursuit of judicial proceedings or otherwise;

(t) subject to the approval of the Liquidation Trust Board, investigate, prosecute, settle, or abandon any Liquidation Trust Assets, including any Retained Causes of Action and any objections to Claims (other than Class 4 Claims), and cause the Liquidation Trust to seek the examination of any Entity or Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

(u) upon motion to the Bankruptcy Court, request one or more extensions to the Claims Objection Bar Date;

(v) cause the Liquidation Trust to pay all of its lawful expenses, debts, charges and other liabilities, including the cost of pursuing Retained Causes of Action and make all other payments relating to the Liquidation Trust Assets;

(w) amend the Schedules with respect to any Claim other than a Class 4 Claim and to make distributions based on such amended Schedules (if no proof of Claim is timely Filed in response thereto), without approval of the Bankruptcy Court, in accordance with the Plan;

(x) exercise rights, enforce, carry out, fulfill and comply with the terms and obligations of the Plan, the Confirmation Order and this Liquidation Trust Agreement;

(y) calculate and make all Distributions on behalf of the Liquidation Trust to the Liquidation Trust Beneficiaries provided for in, or contemplated by, the Plan, the Confirmation Order and this Liquidation Trust Agreement;

(z) provide for the investment of Cash within certain limitations;

(aa) seek any relief from or resolution of any disputes concerning the Plan, the Liquidation Trust or the Liquidation Trust Assets by the Bankruptcy Court or any other court having jurisdiction, and appear and participate in any proceeding before the Bankruptcy Court or any other court with jurisdiction with respect to any matter regarding or relating to this Liquidation Trust Agreement, the Plan, the Confirmation Order, the Liquidation Trust or the Liquidation Trust Assets;

(bb) cause the Liquidation Trust to establish such reserves for taxes, assessments and other expenses of administration of the Liquidation Trust as may be necessary and appropriate for the proper operation of matters incident to the Liquidation Trust;

(cc) if any of the Liquidation Trust Assets are situated in any state or other jurisdiction in which the Liquidation Trustee is not qualified to act as trustee, nominate and appoint a Person duly qualified to act as trustee in such state or jurisdiction in accordance with the terms of this Liquidation Trust Agreement;

(dd) undertake all administrative functions of the Liquidation Trust, including overseeing the winding down and termination of the Liquidation Trust;

(ee) exercise such other powers as may be vested in the Liquidation Trust pursuant to the Plan, or as are deemed by the Liquidation Trustee to be necessary and proper to implement the provisions of the Plan, the Confirmation Order and this Liquidation Trust Agreement;

(ff) wind up the affairs of the Debtors, if and to the extent necessary, and take such actions as are necessary or appropriate to close or dismiss any of the Debtors' Chapter 11 Cases with the consent of the GUC Distribution Trustee; and

(gg) dissolve and terminate the Liquidation Trust and this Liquidation Trust Agreement in accordance with the terms herein.

4.6 Exclusive Authority to Pursue Retained Causes of Action. Subject to the approval of the Liquidation Trust Board, the Liquidation Trust (or the Liquidation Trustee on its behalf) shall have the exclusive right, power and interest to investigate, pursue, settle, waive, release, abandon or dismiss Retained Causes of Action. The Liquidation Trust (or the Liquidation Trustee on its behalf) shall be the sole representative of the Debtors' estates under § 1123(b)(3) of the Bankruptcy Code with respect to any Retained Causes of Action. 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, 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. Any documents and information related to the Liquidation Trust Assets that shall be transferred to the Liquidating Trust pursuant to the Plan, the Confirmation Order and this Liquidation Trust Agreement shall not constitute a waiver of any such privilege or immunity.

4.7 Abandonment. If, in the Liquidation Trustee's reasonable judgment, any non-cash Liquidation Trust Assets cannot be sold or liquidated in a commercially reasonable manner or the Liquidation Trustee believes in good faith that such property has inconsequential value to the Liquidation Trust or its Liquidation Trust Beneficiaries, the Liquidation Trustee shall have the right to cause the Liquidation Trust to abandon or otherwise dispose of such property, including by donation of such property to a charity; provided, however, that, for the avoidance of doubt, the Liquidation Trustee may not abandon any Retained Causes of Action without the consent of the Liquidation Trust Board.

4.8 Agents and Professionals. To the extent consistent with the Plan, the Liquidation Trustee may, without further order of the Bankruptcy Court, select, consult with, employ, determine compensation, in consultation with the Liquidation Trust Board, and pay in the ordinary course of business any Third Party Disbursing Agent, Supplemental Liquidation Trustee (defined below), or any professionals, including accountants, financial advisors, legal advisors, brokers, consultants, custodians and other agents (collectively, the "**Trust Professionals**"), as the Liquidation Trustee deems necessary to represent it and the Liquidation Trust and assist the Liquidation Trustee in the performance of the Liquidation Trustee's duties under the Plan, the Confirmation Order and this Liquidation Trust Agreement, with the reasonable and documented fees and expenses of such professionals to be paid from the Liquidation Trust Assets in accordance with the Plan and this Liquidation Trust Agreement. The Trust Professionals shall transmit all invoices detailing their services and expenses to the Liquidation Trustee and the Liquidation Trust Board. The Liquidation Trustee and the Liquidation Trust Board shall have ten (10) business days after receipt of such invoices to notify the Trust Professional of an objection to such invoice. If no objection to the invoice is made, the Liquidation Trustee shall be authorized to provide payment to the Trust Professional. If an objection is made to an invoice, the Liquidation Trustee and Trust Professional shall attempt to reach an amicable resolution to the dispute, but if no resolution is made within thirty (30) days from the date such objection is made, the Trust Professional may submit the dispute to the Bankruptcy Court for determination of the appropriate amount to be paid. Notwithstanding the foregoing, the Liquidation Trustee may pay the Trust Professional all undisputed fees pending Bankruptcy Court resolution of any disputed fees. At

least quarterly, the Liquidation Trustee shall provide the Liquidation Trust Board with a report of all fees and expenses incurred by all Trust Professionals.

4.9 Liquidation Trust Expenses. Liquidation Trust Expenses include: any and all reasonable (i) fees, costs and expenses incurred by the Liquidation Trust, the Liquidation Trustee or the Trust Professionals, on or after the Effective Date in connection with any of their duties under the Plan, the Confirmation Order, and this 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. Except as may otherwise be agreed, the Liquidation Trust Expenses will be paid solely from Liquidation Trust Assets.

4.10 Signature Authority. As of the Effective Date, the Liquidation Trustee shall have the signature authority on behalf of the Liquidation Trust to: (a) open and close accounts with any banking, financial or investment institution; (b) make deposits and withdrawals of cash and other property into or from any such accounts; (c) make or endorse checks with respect to any such account; and (d) effectuate purchases and sales of securities and give security purchase and sale orders to brokers or any third parties, and the exercise of such power and authority shall be deemed to be authorized by and to represent the decision of the Liquidation Trustee then entitled to make such decision.

4.11 Maintenance of Register. The Liquidation Trustee, through appropriate agents, shall at all times record and maintain or cause to be maintained a reasonably accurate register of the names, addresses and number of the Liquidation Trust Beneficiaries.

4.12 Responsibility for Administration of Claims. As of the Effective Date, the Liquidation Trust (or the Liquidation Trustee on its behalf) shall become responsible for administering and paying Distributions to Liquidation Trust Beneficiaries to the extent provided in the Plan. The Liquidation Trust (or the Liquidation Trustee on its behalf) shall have the exclusive right to object to the allowance of any Claim (other than Class 4 Claims) on any ground and shall be entitled to assert all defenses of the Debtors and their Estates. The Liquidation Trust (or the Liquidation Trustee on its behalf) shall also be entitled to assert all of the Debtors' Estates' rights under, without limitation, § 558 of the Bankruptcy Code; provided, however, that the failure to effectuate a setoff shall not constitute a waiver or release by the applicable Debtor or the Liquidation Trust of any Retained Causes of Action that the Debtor or Debtors may possess against such a Claim Holder. The Liquidation Trust (or the Liquidation Trustee on its behalf) may also seek estimation of any Claim (other than a Class 4 Claim) under and subject to § 502(c) of the Bankruptcy Code.

4.13 Disputed Claims Reserve. 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. 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. For the avoidance of doubt, the Liquidation Trustee may administer the Disputed Claims Reserves by book entry.

4.14 Litigation Cost Reserve. 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.

4.15 Safekeeping and Investment of Liquidation Trust Assets. All moneys and other assets received by the Liquidation Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Liquidation Trust Beneficiaries, but need not be segregated in separate accounts from other Liquidation Trust Assets, unless and to the extent required by applicable law or the Plan. Except as otherwise provided by the Plan, the Liquidation Trustee shall not be under any obligation to invest Liquidation Trust Assets. Neither the Liquidation Trust nor the Liquidation Trustee shall have any liability for interest or producing income on any moneys received by either of them and held for distribution or payment to the Liquidation Trust Beneficiaries, except as such interest or income shall actually be received by the Liquidation Trust or Liquidation Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan, the right and power of the Liquidation Trustee to invest the Liquidation Trust Assets, the proceeds thereof or any income earned by the Liquidation Trust, shall be limited to the right and power that a liquidating trust, within the meaning of section 301.7701-4(d) of the Treasury Regulations, is permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, including Revenue Procedure 94-45, whether set forth in IRS rulings or other IRS pronouncements, and to the investment guidelines of § 345 of the Bankruptcy Code.

4.16 Maintenance and Disposition of Liquidation Trust Records. The Liquidation Trustee shall maintain accurate records of the administration of Liquidation Trust Assets, including receipts and disbursements and other activity of the Liquidation Trust. All books and records pertaining to the Debtors or the Liquidation Trust that have been delivered to, created or maintained by the Liquidation Trust or the Liquidation Trustee may be disposed of and/or destroyed using reasonable commercial means at any time following the later of (a) such time as the Liquidation Trustee determines that the continued possession or maintenance of such books and records is no longer reasonably necessary for the benefit of the Liquidation Trust or the Liquidation Trust Beneficiaries or required by applicable law or (b) upon the dissolution and completion of the winding down of the Liquidation Trust (unless such records and documents are reasonably necessary to fulfill any of the Liquidation Trustee's remaining obligations, including obligations related to tax returns for the Debtors or the Liquidation Trust) subject to the terms of any joint prosecution and joint interest agreement(s) to which the Liquidation Trust may be a party; provided, however, that no books and records shall be destroyed while the reconciliation process for Disputed Claims remains ongoing.

4.17 Conflicts of Interest. The Liquidation Trustee will appoint a disinterested Person (in consultation with the Liquidation Trust Board) to handle any matter where the Liquidation Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the Liquidation Trustee is unwilling or unable to appoint a disinterested Person to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so.

4.18 Incorporation of Plan. The Plan is hereby incorporated into this Liquidation Trust Agreement and made a part hereof by this reference.

4.19 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable law to the contrary, the Liquidation Trustee (including any successor Liquidation Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Liquidation Trustee is hereby authorized, but not required, to obtain any reasonably necessary insurance coverage, at the Liquidation Trust's sole expense, for itself and its respective agents, including coverage with respect to the liabilities, duties and obligations of the Liquidation Trustee, which insurance coverage may, at the sole option of the Liquidation Trustee, be extended for a reasonable period after the termination of the Liquidation Trust Agreement.

ARTICLE 5

DISTRIBUTIONS

5.1 Distribution and Reserve of Liquidation Trust Assets. Following the transfer of Liquidation Trust Assets to or for the benefit of the Liquidation Trust, the Liquidation Trustee shall make continuing reasonable efforts on behalf of the Liquidation Trust to accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, supervise, prosecute, settle, protect and distribute, as applicable, all Liquidation Trust Assets, subject to any reserves required under the Plan, the Confirmation Order and this Liquidation Trust Agreement. The Liquidation Trustee is the Trustee of the Liquidation Trust Assets, acting under title 11 of the United States Code within the meaning of 31 U.S.C. § 3713(b).

The Liquidation Trustee (in its capacity as Disbursing Agent, or such Third Party Disbursing Agent as the Liquidation Trustee may retain in its sole discretion) will make all distributions of Cash required under the Plan to Holders of Allowed Claims (except General Unsecured 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.

5.2 Distributions. Subject to this Liquidation Trust Agreement, the Liquidation Trustee shall cause the Liquidation Trust to distribute the Liquidation Trust's net Cash income and net Cash proceeds from the liquidation of the Liquidation Trust Assets (net of any payment of or provision for taxes) to the Liquidation Trust Beneficiaries at least annually as provided by the Plan and the Confirmation Order, except the Liquidation Trust may, subject to the Plan, retain an amount of net income and other Liquidation Trust Assets reasonably necessary to maintain the value of the Liquidation Trust Assets and meet expenses, claims and contingent liabilities of the Liquidation Trust and Liquidation Trustee, and retention of such amount may preclude Distributions to Liquidation Trust Beneficiaries.

5.3 Distribution of Proceeds from Retained Causes of Action: The Liquidation Trustee shall distribute 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 in accordance with the Litigation Recovery Split.

5.4 Reserves; Pooling of Reserved Funds. Except as otherwise provided in the Plan and the Confirmation Order, before making any Distribution or permitting any Distribution to be made, the Liquidation Trustee may establish, supplement and maintain reserves in an amount sufficient to meet any and all expenses and liabilities of the Liquidation Trust, including attorneys' fees and expenses, and fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930.

5.5 Distributions Net of Reserves and Costs. Distributions shall be made net of any reserves in accordance with the Plan, the Confirmation Order and this Liquidation Trust Agreement, and also net of the actual and reasonable costs of making the Distributions.

5.6 Method and Timing of Distributions. Distributions to Liquidation Trust Beneficiaries will be made from the Liquidation Trust in accordance with the terms of the Plan, the Confirmation Order and this Liquidation Trust Agreement.

5.7 No Distributions Pending Allowance. Notwithstanding anything in the Plan to the contrary, (a) no Distributions will be made on account of a Disputed Claim until such Claim becomes an Allowed Claim, if ever; and (b) except as otherwise agreed to by the relevant parties, no partial Distributions shall be made with respect to a Disputed Claim until all such disputes in connection with

such Disputed Claim have been resolved by settlement or Final Order. For the avoidance of doubt and as set forth in the Plan, all Class 5 Claims are Disputed Claims.

5.8 Objection Deadline. The Liquidation Trustee will file all objections to Claims (other than Class 4) that are Disputed Claims on or before the Claims Objection Bar Date, as such date may be extended by further order of the Bankruptcy Court.

5.9 Setoff. Nothing contained in the Plan shall constitute a waiver or release by the Liquidation Trustee of any right of setoff or recoupment that the Debtors or the Liquidation Trustee may have against the Holder of any Allowed Claim. Neither the failure to effect a setoff nor the allowance of any Claim under the Plan will constitute a waiver or release by the applicable Debtor of any Retained Causes of Action that the Debtor or Debtors may possess against such a Claim Holder.

5.10 De Minimis Distributions. Notwithstanding any other provision of the Plan or this Liquidation Trust Agreement, 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.

5.11 Withholding from Distributions. The Liquidation Trustee (or Third Party Disbursing Agent) shall comply with all tax withholding and reporting requirements imposed on it or the Liquidation Trust by any governmental unit. The Liquidation Trustee (or Third Party Disbursing Agent), is authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, withholding from amounts distributable to any Liquidation Trust Beneficiary any and all amounts as may be sufficient to pay the amount of any tax or other charge that has been or might be reasonably assessed or imposed by any law, regulation, rule, ruling, directive or other governmental requirement on distributions to such Liquidation Trust Beneficiary or on the Liquidation Trust with respect to the amount to be distributed to such Liquidation Trust Beneficiary. The applicable Disbursing Agent shall determine such amount to be withheld in its sole, reasonable discretion.

5.12 Tax Identification Numbers. As more fully set forth in Section V.F.3 of the Plan, the Liquidation Trustee (or Third Party Disbursing Agent) may require any Liquidation Trust Beneficiary 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. If a Liquidation Trust Beneficiary does not timely provide an executed IRS Form W-9, IRS Form W-8 or other tax form or documentation within the time period specified in a notice from the applicable Disbursing Agent, or such later time period agreed to by the Disbursing Agent in writing in its discretion, then the Disbursing Agent, in its sole discretion, may (a) make a Distribution net of any applicable withholding or (b) determine that such Liquidation Trust Beneficiary shall be deemed to have forfeited the right to receive any Distribution, as further set forth in the Plan.

5.13 Unclaimed and Undeliverable Distributions. Subject to Plan Section VI.B.2.a., if any Distribution to a Holder of an Allowed Claim is returned to the Liquidation Trustee or Third Party Disbursing Agent, as applicable, as undeliverable, no further Distributions to such Holder shall be made 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 Plan Section VI.B.2.a for the benefit of such claimants until such time as a Distribution becomes deliverable.

5.14 No Responsibility to Attempt to Locate Liquidation Trust Beneficiaries. The Liquidation Trustee or Third Party Disbursing Agent may, in its sole discretion, attempt to determine a Liquidation Trust Beneficiary's current address or otherwise locate a Liquidation Trust

Beneficiary, but nothing in this Liquidation Trust Agreement or the Plan shall require the Liquidation Trustee or any Disbursing Agent to do so.

5.15 Disallowance of Claims; Cancellation of Corresponding Beneficial Interests. All Claims in respect of undeliverable or unclaimed Distributions that, pursuant to Section VI.B.2.c of the Plan, have become unclaimed property under § 347(b) of the Bankruptcy Code shall be deemed disallowed and expunged and the corresponding Beneficial Interests in the Liquidation Trust of the Liquidation Trust Beneficiaries holding such disallowed Claims shall be deemed canceled. The Holder of any such disallowed Claim shall no longer have any right, claim or interest in or to any Distributions in respect of such disallowed Claim. The Holder of any such disallowed Claim is forever barred, estopped and enjoined from receiving any Distributions under this Liquidation Trust Agreement and from asserting such disallowed Claim against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee or the property of any of the foregoing.

5.16 Inapplicability of Unclaimed Property or Escheat Laws. Unclaimed property held by the Liquidation Trust shall not be subject to the unclaimed property or escheat laws of the United States, any state or any local governmental unit.

5.17 Voided Checks; Request for Reissuance. Distribution checks issued to Liquidation Trust Beneficiaries shall be null and void if not negotiated within 180 days after the date of issuance thereof. Requests for reissuance of any voided check shall be made in writing directly to the Liquidation Trustee or Third Party Disbursing Agent, as applicable, by the Beneficiary to whom such check originally was issued. All such requests shall be made promptly and in time for the check to be reissued and cashed before the final Distribution date and shall be subject to any internal policy requirements of the applicable Third Party Disbursing Agent. Any claims in respect of voided checks shall be discharged and forever barred and such unclaimed Distribution shall be re-allocated as set forth in Section VI.B of the Plan, notwithstanding any federal or state escheat laws to the contrary.

5.18 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the Beneficial Interest of a Liquidation Trust Beneficiary under this Liquidation Trust Agreement, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Liquidation Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

(a) The Liquidation Trustee may elect to cause the Liquidation Trust to make no payment or distribution with respect to the Beneficial Interest subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. Neither the Liquidation Trust nor the Liquidation Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Liquidation Trust or Liquidation Trustee be liable for interest on any funds which may be so withheld.

(b) The Liquidation Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Liquidation Trustee, which agreement shall include a complete release of the Liquidation Trust and Liquidation Trustee. Until the Liquidation Trustee receives written notice that one of the conditions of the preceding sentence is met, the Liquidation Trustee may deem and treat as the absolute owner under this Liquidation Trust Agreement of the beneficial interest in the Liquidation Trust the Liquidation Trust Beneficiary identified as the owner of that interest in the books and records maintained by the

Liquidation Trustee. The Liquidation Trustee may deem and treat such Liquidation Trust Beneficiary as the absolute owner for purposes of receiving Distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

(c) In acting or refraining from acting under and in accordance with Sections 5.14-5.16 of this Liquidation Trust Agreement, the Liquidation Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to this Liquidation Trust Agreement.

5.19 Priority of Expenses of Trust. Except as otherwise provided in the Plan, the Liquidation Trust may pay, or the Liquidation Trustee, in its reasonable discretion, may sufficiently reserve Liquidation Trust Assets for payment of all of the Liquidation Trust Expenses before making Distributions.

ARTICLE 6

BENEFICIARIES

6.1 Interest Beneficial Only. The Liquidation Trust is created for the benefit of the Liquidation Trust Beneficiaries. The Liquidation Trust Beneficiaries shall each have an undivided beneficial interest in the assets of the Liquidation Trust (each a “**Beneficial Interest**”). All distributions to Liquidation Trust Beneficiaries (and the GUC Distribution Trust) shall be made in accordance with the terms of the Plan, the Confirmation Order and this Liquidation Trust Agreement. The ownership of a Beneficial Interest in the Liquidation Trust shall not entitle any Liquidation Trust Beneficiary to any title or direct ownership in or to the Liquidation Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

6.2 Ownership of Beneficial Interests Hereunder. Each Liquidation Trust Beneficiary shall own a Beneficial Interest herein which shall, subject to Article 6 herein and the Plan, be entitled to a Distribution in the amounts, and at the times, set forth in the Plan. Each Liquidation Trust Beneficiary shall take and hold its Beneficial Interest subject to the terms of this Liquidation Trust Agreement and the Plan.

6.3 Evidence of Beneficial Interest. Ownership of a Beneficial Interest in the Liquidation Trust Assets shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidation Trust by the Liquidation Trustee. No Beneficiary shall have legal title to any part of the Liquidation Trust Assets.

6.4 No Right to Accounting. Neither the Liquidation Trust Beneficiaries nor their successors, assigns, creditors or any other Person or Entity shall have any right to an accounting by the Liquidation Trustee, and the Liquidation Trustee shall not be obligated to provide any accounting to any Person or Entity. Nothing in this Liquidation Trust Agreement is intended to require the Liquidation Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Liquidation Trust or as a condition for making any advance, payment or distribution out of proceeds of Liquidation Trust Assets.

6.5 No Standing. Except as expressly provided in this Liquidation Trust Agreement, a Liquidation Trust Beneficiary shall not have standing to direct or to seek to direct the Liquidation Trust or Liquidation Trustee to do or not to do any act, or to institute any action or proceeding at law or in equity, against any Person or Entity upon or with respect to the Liquidation Trust Assets or to act in the name or on behalf of the Liquidation Trust or Liquidation Trustee.

6.6 Requirement of Undertaking. The Liquidation Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Liquidation Trust Agreement, or in any suit against the Liquidation Trustee for any action taken or omitted by it as

Liquidation Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; provided, however, that the provisions of this Section 6.6 shall not apply to any suit by the Liquidation Trustee.

6.7 Limitation on Transferability. It is understood and agreed that the Beneficial Interests herein shall be non-transferable and non-assignable during the term of this Liquidation Trust Agreement except pursuant to the laws of descent and distribution or otherwise by operation of law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Liquidation Trustee, and the Liquidation Trustee may continue to cause the Liquidation Trust to pay all amounts to or for the benefit of the assigning Liquidation Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Liquidation Trustee may rely upon such proof without the requirement of any further investigation.

6.8 Exemption from Registration. The rights of the Liquidation Trust Beneficiaries arising under this Liquidation Trust Agreement may be deemed "securities" under applicable law. But, such rights have not been defined as "securities" under the Plan because (a) the parties hereto intend that such rights shall not be securities and (b) if the rights arising under this Liquidation Trust Agreement in favor of the Liquidation Trust Beneficiaries are deemed to be "securities," the exemption from registration under § 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Liquidation Trust Agreement shall make a contrary or different contention.

ARTICLE 7

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

7.1 Parties Dealing With the Liquidation Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Liquidation Trust or the Liquidation Trustee shall be entitled to rely on the authority of the Liquidation Trustee or any of the Liquidation Trustee's agents to act in connection with the Liquidation Trust Assets. There is no obligation of any Person dealing with the Liquidation Trustee to inquire into the validity, expediency or propriety of any transaction by the Liquidation Trustee or any agent of the Liquidation Trustee.

7.2 Limitation of Liability. Unless otherwise qualified herein, 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 reasonably and in good faith determines is in the best interests of the Liquidation Trust Beneficiaries and consistent with the purposes of the Liquidation Trust. In exercising the rights granted herein, the Liquidation Trustee shall exercise its reasonable judgment, to the end that the affairs of the Liquidation Trust shall be properly managed and the interests of all of the Liquidation Trust Beneficiaries safeguarded. Notwithstanding anything herein to the contrary, the Liquidation Trustee, the Board Governors and any of their firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, disbursing agents or agents and any of such Person's successors and assigns shall not incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with the Plan or this Liquidation Trust Agreement or for the outcome of its decisions, other than for specific actions or omissions resulting from its willful misconduct, gross negligence, fraud, or action taken in bad faith or in a manner whereby such Person knew or should have known such action to be not in, or opposed to, the best interests of the Liquidation Trust Beneficiaries, found by a Final Order (not subject to further appeal or review) of a court of competent jurisdiction to be the direct and primary cause of loss, liability, damage or expense suffered by the Liquidation Trust. In no event shall the Liquidation Trustee or any Board Governor be liable for indirect, punitive, special, incidental or consequential damage or loss (including but not limited to lost

profits) whatsoever, even if the Liquidation Trustee or Board Governor has been informed of the likelihood of such loss or damages and regardless of the form of action. The Liquidation Trustee and any Board Governor may, in connection with the performance of its functions, in the Liquidation Trustee's or Board Governor's sole and absolute discretion, consult with its attorneys, accountants, advisors and agents, and shall not be liable for any act taken, or omitted to be taken or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are in writing. Notwithstanding such authority, the Liquidation Trustee and the Board Governors shall be under no obligation to consult with any such attorneys, accountants, advisors or agents, and any determination not to do so shall not result in the imposition of liability on the Liquidation Trustee or Board Governors unless such determination is based on willful misconduct, gross negligence or fraud.

7.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding Section 7.2 of this Liquidation Trust Agreement shall be liable for the act or omission of any other Person identified in that section.

7.4 No Liability for Acts of Predecessors. No successor Liquidation Trustee or Board Governor shall be in any way responsible for the acts or omissions of any Liquidation Trustee or Board Governor in office prior to the date on which such successor becomes the Liquidation Trustee or a Board Governor, unless a successor Trustee expressly assumes such responsibility.

7.5 No Liability for Good Faith Error of Judgment. The Liquidation Trustee and each Board Governor shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a Final Order of a court of competent jurisdiction that the Liquidation Trustee or Board Governor was grossly negligent in ascertaining the pertinent facts.

7.6 Reliance on Documents. Except as otherwise provided herein, the Liquidation Trustee or Board Governors may rely upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

7.7 No Liability For Acts Approved by Bankruptcy Court. The Liquidation Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Liquidation Trust and the Claims required to be administered by the Liquidation Trust. The Board Governors shall have the right at any time to seek instructions from the Bankruptcy Court concerning their obligations hereunder. The Liquidation Trustee and each Board Governor shall not be liable for any act or omission that has been approved by the Bankruptcy Court. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute fraud, gross negligence or willful misconduct.

7.8 No Personal Obligation for Liquidation Trust Liabilities. Persons dealing with the Liquidation Trustee or Board Governors shall have recourse only to the Liquidation Trust Assets to satisfy any liability incurred by the Liquidation Trustee or Board Governors to such person in carrying out the terms of the Plan or this Liquidation Trust Agreement, and the Liquidation Trustee or Board Governors shall have no personal obligation to satisfy any such liability.

7.9 Indemnification. Without limiting any provision of the Plan, the Liquidation Trust shall indemnify the Liquidation Trustee, each of the Board Governors, and their consultants, agents, attorneys, accountants, financial advisors, beneficiaries, estates, employees, officers, directors, principals, professionals and other representatives and any Supplemental Liquidation Trustee (each in their capacity as such, a "**Liquidation Trust Indemnified Party**") for, and shall hold each of them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost

or expense (including the reasonable fees and expenses of their respective professionals) incurred without fraud, gross negligence, willful misconduct or action taken in bad faith or in a manner whereby such Liquidation Trust Indemnified Party knew or should have known such action to be not in, or opposed to, the best interests of the Liquidation Trust Beneficiaries on the part of such Liquidation Trust Indemnified Party (which fraud, gross negligence, willful misconduct or bad faith, if any, must be determined by a Final Order of a court of competent jurisdiction) in connection with the Liquidation Trust, the Liquidation Trust Assets, the Plan or this Liquidation Trust Agreement and for any action taken, suffered or omitted to be taken by such Liquidation Trust Indemnified Party in connection with the acceptance, administration, exercise and performance of its duties under the Plan or this Liquidation Trust Agreement, as applicable. In addition, the Liquidation Trust shall, to the fullest extent permitted by law, indemnify and hold harmless each Liquidation Trust Indemnified Party, from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including attorneys' fees arising out of or due to its actions or omissions, or consequences of such actions or omissions, with respect to the Liquidation Trust or the implementation or administration of the Plan if the Liquidation Trust Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Liquidation Trust and the Liquidation Trust Beneficiaries.

7.10 Expense of Liquidation Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Liquidation Trust under Section 7.9 shall be paid as Liquidation Trust Expenses. The Liquidation Trustee shall not be personally liable for the payment of any Liquidation Trust expense or claim or other liability of the Liquidation Trust, and no Person shall look to the Liquidation Trustee or other Indemnified Parties personally for the payment of any such expense or liability. To the extent the Liquidation Trust indemnifies and holds harmless any Liquidation Trust Indemnified Parties, the legal fees and related costs incurred by counsel to the Liquidation Trustee in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as Liquidation Trust Expenses.

7.11 Procedure for Current Payment of Indemnified Expenses; Undertaking to Repay. The Liquidation Trust shall reasonably promptly pay a Liquidation Trust Indemnified Party all amounts subject to indemnification under Section 7.9 on submission of invoices for such amounts by the Liquidation Trust Indemnified Party. All invoices for indemnification shall be subject to the approval of the Liquidation Trust Board, subject to the terms of this Liquidation Trust Agreement. By accepting any indemnification payment, the Liquidation Trust Indemnified Party undertakes to repay such amount promptly if it is determined that the Liquidation Trust Indemnified Party is not entitled to be indemnified under this Liquidation Trust Agreement. Any dispute arising out of Sections 7.9-7.11 shall be heard and finally determined by the Bankruptcy Court.

7.12 No Implied Obligations. The Liquidation Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and/or in the Plan, and no implied covenants or obligations shall be read into this Liquidation Trust Agreement against the Liquidation Trustee.

7.13 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Liquidation Trust Agreement, the provisions of this Article 7 shall survive the death, dissolution, liquidation, resignation, replacement or removal, as may be applicable, of the Liquidation Trustee, or the termination of the Liquidation Trust or this Liquidation Trust Agreement and shall inure to the benefit of the Liquidation Trustee's and the Liquidation Trust Indemnified Parties' heirs and assigns.

ARTICLE 8

TAX MATTERS

8.1 Tax Treatment of Liquidation Trust. Pursuant to and in accordance with the Plan, for all U.S. federal income tax purposes, all parties (including the Debtors, the Delaware Trustee, the Liquidation Trustee, the Liquidation Trust Board and the Liquidation Trust Beneficiaries) shall treat the Liquidation Trust as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 124 to the extent permitted under applicable law. For U.S. federal income tax purposes, the transfer of the Liquidation Trust Assets by the Debtors to the Liquidation Trust shall be treated (a) in part as the transfer of assets by the Debtors to the Liquidation Trust Beneficiaries, 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 Liquidation Trust Beneficiaries 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 Claims Reserves.

8.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Liquidation Trust Agreement, the Liquidation Trustee will file all tax returns and distribute beneficiary statements on a basis consistent with the treatment of the Liquidation Trust as a liquidating trust (and grantor trust pursuant to Treasury Regulation section 1.67-1(a)) and, to the extent applicable, as one or more Disputed Claims Reserves taxed as “disputed ownership fund” (“DOF”) within the meaning of Treasury Regulation section 1.468B-9 for U.S. federal income tax purposes, and will pay all taxes owed from Liquidation Trust Assets.

8.3 Tax Treatment of Reserves for Disputed Claims. The Liquidation Trust shall comply with all U.S. federal and state tax reporting and tax compliance requirements of any DOF, to the extent applicable, including but not limited to the filing of a separate U.S. federal tax return for any DOF and the payment of U.S. federal and/or state income tax due. The Liquidation Trustee shall be the administrator of any DOF within the meaning of Treasury Regulation section 1.468B-9(b)(2).

8.4 Valuation of Liquidation Trust Assets. As soon as practicable after the Effective Date, the Liquidation Trustee shall obtain from appropriate agents a good faith determination of the fair market value of the Liquidation Trust Assets as of the Effective Date. This valuation shall be used consistently by all parties (including the Debtors, the Delaware Trustee, the Liquidation Trustee, the Liquidation Trust Board and the Liquidation Trust Beneficiaries) for all U.S. federal income tax purposes. The Liquidation Trustee shall establish appropriate means to apprise the Liquidation Trust Beneficiaries of such valuation.

8.5 Section 1146(a) Exemption. The Parties intend that, pursuant to section 1146(a) of the Bankruptcy Code, the execution and implementation of this Liquidation Trust Agreement, including the creation of the Liquidation Trust and any transfers of the Liquidation Trust Assets to, by or from the Liquidation Trust, will not be subject to any stamp tax, transfer tax or similar tax or fee.

8.6 Section 505 Determination. The Liquidation Trustee may request an expedited determination of any tax matter of the Debtors, the Liquidation Trust or any Disputed Claims Reserve under section 505 of the Bankruptcy Code for which such determination may be requested thereunder.

ARTICLE 9

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

9.1 Initial Liquidation Trustee. As of the Effective Date, Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC, has been appointed in accordance with the Plan by the

Debtors, with the consent of Boeing and the Creditors' Committee, to act as the Liquidation Trustee of the Liquidation Trust in accordance with the terms of the Plan, the Confirmation Order and this Liquidation Trust Agreement.

9.2 Term of Service. The Liquidation Trustee shall serve until (a) the completion of (i) the administration and liquidation of the Liquidation Trust Assets and the Liquidation Trust, including the winding up of the Liquidation Trust; (ii) all other responsibilities of the Liquidation Trust (or Liquidation Trustee on its behalf), each as set forth in, and in accordance with, the Plan, the Confirmation Order and this Liquidation Trust Agreement; and (iii) termination of the Liquidation Trust in accordance with the terms of this Liquidation Trust Agreement or (b) the Liquidation Trustee's resignation, death, Disability, incapacity or removal. In the event the Liquidation Trustee's appointment terminates by reason of death, Disability, dissolution, liquidation, resignation or removal, the Liquidation Trustee shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article 9 of this Liquidation Trust Agreement shall survive the resignation or removal of any Liquidation Trustee.

For purposes of Article 9 of this Liquidation Trust Agreement, (a) "Disability" of the Liquidation Trustee shall have occurred if, as a result of the Liquidation Trustee's incapacity due to physical or mental illness, the Liquidation Trustee shall have been substantially unable to perform its duties hereunder for three consecutive months or for an aggregate of 180 days during any period of twelve consecutive months; and (b) "Cause" shall mean (a) an act of fraud, embezzlement, or theft in connection with the Liquidation Trustee's duties or in the course of its employment in such capacity, (b) intentional wrongful damage to the Liquidation Trust Assets, (c) the intentional wrongful disclosure of confidential information of the Liquidation Trust resulting in material harm to the Liquidation Trust, or (d) gross negligence or willful misconduct by the Liquidation Trustee in connection with the performance of its duties under the Plan, the Confirmation Order, or this Liquidation Trust Agreement.

9.3 Removal of Liquidation Trustee. Any Person serving as Liquidation Trustee may be removed at any time for Cause, by majority vote of the Liquidation Trust Board, and replaced by an order of the Bankruptcy Court. The removal shall be effective on the date specified in the applicable Bankruptcy Court order. Unless the Liquidation Trust Board requires or the Bankruptcy Court orders immediate removal, the Liquidation Trustee shall continue to serve until successor Liquidation Trustee is appointed, and such appointment becomes effective, in accordance with Section 9.5 hereof. If a Liquidation Trustee is removed for Cause, such Liquidation Trustee shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under this Liquidation Trust Agreement or otherwise.

9.4 Resignation of Liquidation Trustee. The Liquidation Trustee may resign at any time on written notice to ~~Boeing~~, all of the Governors of the Liquidation Trust Board, the U.S. Trustee and the Bankruptcy Court; provided, however, such resignation shall not become effective until the appointment of a successor by the Liquidation Trust Board in accordance with section 9.5 hereof. Notwithstanding the foregoing, if the successor Liquidation Trustee has not been appointed within sixty (60) days following delivery of notice of resignation, the resigning Liquidation Trustee may petition the Bankruptcy Court for the appointment of a successor. If a Liquidation Trustee resigns from its position hereunder, subject to a final accounting, such Liquidation Trustee shall be entitled to all accrued but unpaid fees, expenses, and other compensation to the extent incurred, arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Liquidation Trustee. In the event of a resignation, the resigning Liquidation Trustee shall render to the Liquidation Trust Board, a full

and complete accounting of monies and assets received, disbursed and held during the term of office of that Liquidation Trustee.

9.5 Appointment of Successor Liquidation Trustee. Upon the resignation, dissolution, liquidation, death, incapacity or removal of a Liquidation Trustee, the Liquidation Trust Board shall be vested with the authority to appoint the successor Liquidation Trustee consistent with the best interests of the Liquidation Trust Beneficiaries. To the extent that the Liquidation Trust Board cannot agree to the successor Liquidation Trustee within sixty (60) days after a vacancy, ~~the~~ any Governor of the Liquidation Trust Board may file a motion with the Bankruptcy Court for the designation of a successor Liquidation Trustee ~~shall be designated by the Bankruptcy Court.~~ Every successor Liquidation Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and the Liquidation Trust Board an instrument accepting such appointment subject to the terms and provisions hereof. The successor Liquidation Trustee, without any further act, shall become vested with all the rights, powers and duties of the Liquidation Trustee; provided, however, no Liquidation Trustee shall be liable for the acts or omissions of any prior or later Liquidation Trustee. Subject to a final accounting, such Liquidation Trustee shall be entitled to all accrued and unpaid fees, reimbursement and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties, and all rights to any successor Liquidation Trustee.

9.6 Powers and Duties of Successor Liquidation Trustee. A successor Liquidation Trustee shall have all the rights, privileges, powers and duties of the predecessor Liquidation Trustee under this Liquidation Trust Agreement, the Plan and the Confirmation Order.

9.7 Liquidation Trust Continuance. The resignation, death, incapacitation, dissolution, liquidation or removal of the Liquidation Trustee shall not terminate the Liquidation Trust or revoke any existing agency created pursuant to this Liquidation Trust Agreement or invalidate any action theretofore taken by the Liquidation Trustee.

9.8 Compensation of the Liquidation Trustee and Costs of Administration. The Liquidation Trustee shall be compensated on an hourly basis based on its normal and customary rates, as adjusted from time to time, for its services and shall be entitled to reimbursement of expenses incurred. Such compensation shall be paid out of the Liquidation Trust Assets as Liquidation Trust Expenses. Except as otherwise provided in the Plan, all costs, expenses and obligations incurred by the Liquidation Trustee and the Trust Professionals shall be paid by the Liquidation Trust solely from the Liquidation Trust Assets as Liquidation Trust Expenses, prior to any Distribution to the Liquidation Trust Beneficiaries and shall not be subject to the approval of the Bankruptcy Court; provided, however, that for the avoidance of doubt, the Litigation Cost Reserve shall be used solely for expenses incurred in connection with the prosecution of the Retained Causes of Action related to Non-Released Parties. Any successor Liquidation Trustee shall receive such reasonable compensation and reimbursement of expenses in the same manner as the initial Liquidation Trustee, payable in accordance with Plan and consistent with initial Liquidation Trustee. In the event that the Liquidation Trust Expenses are greater than the Liquidation Trust Assets, the Liquidation Trustee shall have no recourse against Debtors, the GUC Distribution Trust, or their respective assets.

9.9 Appointment of Supplemental Liquidation Trustee. Subject to this Liquidation Trust Agreement, if any of the Liquidation Trust Assets are situated in any state or other jurisdiction in which the Liquidation Trustee is not qualified to act as trustee, the Liquidation Trustee shall, in consultation with the Liquidation Trust Board, nominate and appoint a Person duly qualified to act as trustee (the “**Supplemental Liquidation Trustee**”) in such state or jurisdiction and require from each such Supplemental Liquidation Trustee such security as may be designated by the Liquidation Trustee in its

discretion. The Liquidation Trustee may confer upon such Supplemental Liquidation Trustee all of the rights, powers, privileges and duties of the Liquidation Trustee hereunder, subject to the conditions and limitations of this Liquidation Trust Agreement and the Plan, except as modified or limited by the laws of the applicable state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Supplemental Liquidation Trustee is acting shall prevail to the extent necessary). The Liquidation Trustee shall require such Supplemental Liquidation Trustee to be answerable to the Liquidation Trustee for all monies, assets and other property that may be received in connection with the administration of all property. Subject to this Liquidation Trust Agreement, the Liquidation Trustee may remove such Supplemental Liquidation Trustee, with or without cause, and appoint a successor Supplemental Liquidation Trustee at any time by executing a written instrument declaring such Supplemental Liquidation Trustee removed from office and specifying the effective date and time of removal.

ARTICLE 10

DURATION OF LIQUIDATION TRUST

10.1 Duration. Once the Liquidation Trust becomes effective upon the Effective Date, the Liquidation Trust and this Liquidation Trust Agreement shall remain and continue in full force and effect until the Liquidation Trust is terminated.

10.2 Termination On Payment of Liquidation Trust Expenses, Distribution of Liquidation Trust Assets and Completion of Responsibilities Under the Plan. Upon (a) the payment of all costs, expenses and obligations incurred in connection with administering the Liquidation Trust, (b) the Distribution of all Liquidation Trust Assets and (c) the completion of all responsibilities of the Liquidation Trust (or Liquidation Trustee on its behalf), each as set forth in, and in accordance with, the provisions of the Plan, the Confirmation Order and this Liquidation Trust Agreement, the Liquidation Trust shall dissolve and terminate and the Liquidation Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

10.3 Termination After Five Years. If the Liquidation Trust has not been previously terminated pursuant to this Liquidation Trust Agreement, on the fifth anniversary of the Effective Date, and unless the Liquidation Trust term has been extended in accordance with this section, the Liquidation Trustee shall distribute all of the LT Distributable Assets to the Liquidation Trust Beneficiaries in accordance with the Plan, and immediately thereafter the Liquidation Trust shall dissolve and terminate and the Liquidation Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in this Liquidation Trust Agreement. In no event shall the Liquidation Trust be dissolved later than five years from the Effective Date unless the Bankruptcy Court, upon motion made before such fifth anniversary (and, in the event of further extension, by further order of the Bankruptcy Court upon motion made before the end of the preceding extension), approves an extension based upon a finding that such an extension is necessary for the Liquidation Trust to complete its Claims resolution and liquidating purpose. For the avoidance of doubt, the Liquidation Trustee shall have the authority and standing to complete any actions commenced on behalf of the Liquidation Trust prior to its termination, including, but not limited to, the Claims reconciliation process and any litigation to which the Liquidation Trustee or Liquidation Trust is a party.

10.4 No Termination by Liquidation Trust Beneficiaries. The Liquidation Trust may not be terminated at any time by any of the Liquidation Trust Beneficiaries.

10.5 Continuance of Liquidation Trust for Winding Up; Discharge and Release of Liquidation Trustee. After the dissolution of the Liquidation Trust and solely for the purpose of

liquidating and winding up the affairs of the Liquidation Trust, the Liquidation Trustee shall continue to act as such until all responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Liquidation Trust Assets, including any excess reserves, the Liquidation Trustee and the Board Governors shall be deemed discharged and have no further duties or obligations hereunder. Upon a motion by the Liquidation Trustee or the Board Governors, the Bankruptcy Court may enter an order relieving the Liquidation Trustee, the Board Governors, and their employees, professionals and agents of any further duties, discharging and releasing the Liquidation Trustee and the Board Governors from all liability related to the Liquidation Trust, and releasing the Liquidation Trustee's bond, if any.

10.6 Certificate of Cancellation. Upon the dissolution of the Liquidation Trust and completion of the winding up of the Liquidation Trust's affairs, a Certificate of Cancellation canceling the certificate of trust of the Liquidation Trust shall be executed by the Liquidation Trustee and filed with the office of the Secretary of State of the State of Delaware. The Liquidation Trustee shall provide written notice of such filing to the Delaware Trustee and the Board Governors promptly following such filing.

ARTICLE 11

DELAWARE TRUSTEE

11.1 Delaware Trustee Protections. Notwithstanding any other provision hereof to the contrary, the Parties hereto agree to the following:

(a) The Delaware Trustee is appointed to serve as the trustee of the Liquidation Trust for the sole purpose of satisfying the requirement of Section 3807(a) of the Act that a statutory trust have at least one trustee with a principal place of business in the State of Delaware or is an individual who is a resident of the State of Delaware.

(b) The duties of the Delaware Trustee shall be limited to (i) accepting legal process served on the Liquidation Trust in the State of Delaware and (ii) the execution of any certificates which the Delaware Trustee is required to execute under the Act. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Liquidation Trust or the Liquidation Trust Beneficiaries, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are eliminated and replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Liquidation Trust Agreement.

(c) Notwithstanding any provision herein, the Delaware Trustee shall not be required to take any action hereunder if it shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in personal liability or is contrary to the terms hereof or is otherwise contrary to law or a policy of any regulatory authority or governmental agency.

(d) Whenever the Delaware Trustee is unable to decide between alternative courses of action permitted or required by the terms of this Liquidation Trust Agreement or is unsure as to the application of any provision of this Liquidation Trust Agreement or any such provision is ambiguous as to its application, or may be, in conflict with any other applicable provision, or in the event that this Liquidation Trust Agreement permits any determination by the Delaware Trustee or is silent or is incomplete as to the course of action that the Delaware Trustee is required or permitted to take with respect to a particular set of facts, the Delaware Trustee shall promptly give notice (in such form as shall be appropriate under the circumstances) to the Liquidation Trustee requesting instruction as to the course of action to be adopted, and to the extent that the Delaware Trustee acts or refrains from acting in good faith in accordance with any such written instruction, the Delaware Trustee shall not be personally liable on account of such action or

inaction to any Person. If the Delaware Trustee shall not have received appropriate instruction within ten (10) calendar days of receipt of such notice (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action, not inconsistent with this Liquidation Trust Agreement, as it shall deem to be in the best interests of the Liquidation Trust Beneficiaries, and shall have no personal liability to any Person for such action or inaction.

(e) The Delaware Trustee shall have no duty or obligation to manage, make any payment with respect to, register, record, sell, dispose of, or otherwise deal with the Liquidation Trust Assets, and no implied duties (including fiduciary duties) or obligations shall be read into this Liquidation Trust Agreement. The Delaware Trustee shall have no responsibility for filing any financing or continuation statement in any public office at any time or to otherwise perfect or maintain the perfection of any security interest or lien granted to the Liquidation Trust or to prepare or file any filing for the Liquidation Trust (other than as required by the Act) or to record this Liquidation Trust Agreement or any other document.

(f) The Delaware Trustee acts hereunder not in its individual capacity, and all Persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Liquidation Trust Agreement shall look only to the Liquidation Trust Assets for payment or satisfaction thereof.

(g) The Delaware Trustee makes no representations as to the validity or sufficiency of this Liquidation Trust Agreement or of any of the Liquidation Trust Assets or related documents. The Delaware Trustee shall have no personal responsibility or liability for or with respect to the legality, validity and enforceability of any Liquidation Trust Asset, or the perfection and priority of any security interest created by any Liquidation Trust Asset or the maintenance of any such perfection and priority, or for or with respect to the sufficiency of the Liquidation Trust Assets or its ability to generate the payments to be distributed to the related Liquidation Trust Beneficiaries under this Liquidation Trust Agreement, including, without limitation: the origination, the existence, condition, ownership and servicing of any Liquidation Trust Asset; the existence and enforceability of any insurance thereon; the existence and contents of any Liquidation Trust Asset on any computer or other record thereof, the validity of the assignment of any Liquidation Trust Asset to the Liquidation Trust or of any intervening assignment; the completeness of any Liquidation Trust Asset; the performance or enforcement of any Liquidation Trust Asset; the compliance with any warranty or representation made under any document or the accuracy of any such warranty or representation.

(h) The Delaware Trustee shall not be personally answerable or accountable hereunder under any circumstances, except to the Liquidation Trust Beneficiaries and the Liquidation Trust for the Delaware Trustee's own willful misconduct or gross negligence in the performance of its express duties hereunder, and the Delaware Trustee shall have no liability for the acts or omissions of any other Person.

(i) The Delaware Trustee shall not be personally liable for any error of judgment made by the Delaware Trustee.

(j) The Delaware Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in accordance with the instructions of the Liquidation Trustee.

(k) No provision of this Liquidation Trust Agreement or any related document shall require the Delaware Trustee to expend or risk its own funds or otherwise incur any personal financial liability in the performance of any of its respective rights, duties, or powers hereunder.

(l) Under no circumstances shall the Delaware Trustee be personally liable for any duties, obligations or indebtedness of the Liquidation Trust.

(m) The Delaware Trustee shall not be personally liable for the default or misconduct of any other Person hereunder or other party to any document to which the Liquidation Trust is a party or signatory or otherwise and shall not be personally liable for monitoring the performance of such Persons.

(n) The right of the Delaware Trustee to perform any discretionary act enumerated in this Liquidation Trust Agreement shall not be construed as a duty.

(o) Notwithstanding any other provisions hereof to the contrary, the Delaware Trustee shall not be liable for any special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits) even if the Delaware Trustee has been advised of the likelihood of such loss or damage, and regardless of the form of action.

(p) The Delaware Trustee shall not be liable or responsible for delays or failures in the performance of its obligations hereunder arising out of or caused, directly or indirectly, by circumstances beyond their control (such acts include but are not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, shelter in place or similar directive and interruptions, losses or malfunctions of utilities, computer (hardware or software) or communications services).

(q) The Delaware Trustee shall not incur any personal liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper believed by it to be genuine and believed by it to be signed by an appropriate Person, may accept a certified copy of a resolution of the board of directors or other governing body of any Person as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect, and as to any fact or matter the method of the determination of which is not specifically prescribed herein, may for all purposes hereof rely on a certificate, signed by the Liquidation Trustee as to such fact or matter and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(r) In the performance of its duties and obligations under this Liquidation Trust Agreement, the Delaware Trustee at the expense of the Liquidation Trust (i) may act directly or through its agents or attorneys pursuant to agreements entered into with any of them, and the Delaware Trustee shall not be personally liable for the conduct or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Delaware Trustee in good faith and (ii) may consult with counsel, accountants and other skilled persons, in each case, to be selected by the Delaware Trustee in good faith, and such advice shall be full and complete authorization and protection with respect to any action taken or omitted by it hereunder in good faith and in accordance with the advice or opinion of counsel, accountants or other such persons.

11.2 Fees and Indemnity. The Delaware Trustee shall be entitled to receive from the Liquidation Trust as compensation for its services hereunder such fees as set forth in the fee letter with the Delaware Trustee, which compensation shall not be limited by any provision of law in regard to compensation of a trustee of an express trust. The Liquidation Trust shall (i) reimburse the Delaware Trustee for all reasonable and documented expenses incurred by it in connection with the execution and performance of its rights and duties hereunder (including reasonable fees and expenses of counsel and other experts, including fees and expenses of counsel in the enforcement of this Liquidation Trust Agreement, including indemnification provisions); (ii) indemnify, defend and hold harmless the Delaware Trustee (in both its individual and trustee capacities) and the officers, directors, employees and agents of the Delaware Trustee (collectively, including the Delaware Trustee in its individual capacity, the “**Covered Persons**”) from and against any and all documented losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel), taxes and penalties of any kind and nature whatsoever, to the extent that such expenses arise out of or are imposed upon or asserted at any time against

one or more Covered Persons with respect to the performance of this Liquidation Trust Agreement, the creation, operation, administration or termination of the Trust, or the transactions contemplated hereby (all such expenses as provided in clauses (i) and (ii) are herein referred to collectively as “**Expenses**”), *provided, however*, that the Liquidation Trust shall not be required to indemnify a Covered Person for Expenses to the extent such Expenses result from the willful misconduct or gross negligence of such Covered Person; and (iii) advance to each Covered Person Expenses (including reasonable legal fees) incurred by such Covered Person in defending any claim, demand, action, suit or proceeding, prior to the final disposition of such claim, demand, action, suit or proceeding. With respect to reimbursement or indemnity provided hereunder, an Covered Person shall have a lien on the Liquidation Trust Assets prior to any rights in such property of the Liquidation Trust Beneficiaries. The indemnities contained in this Section shall survive the removal, resignation or termination of the Delaware Trustee and the termination of the Liquidation Trust and this Liquidation Trust Agreement.

11.3 Resignation and Removal. The Delaware Trustee may resign and be discharged hereunder upon not less than 30 days’ prior written notice to the Liquidation Trustee. The Delaware Trustee also may be removed and discharged, with or without cause, upon the delivery by the Liquidation Trustee, in consultation with the Liquidation Trust Board, to the Delaware Trustee of a written notice of removal. Upon receiving such a notice of resignation or removal, the Liquidation Trustee, in consultation with the Liquidation Trust Board, shall use its best efforts promptly to appoint a substitute or successor Delaware Trustee in the manner and meeting the qualifications hereinafter provided by written instrument or instruments delivered to such resigning Delaware Trustee and the substitute or successor Delaware Trustee. Any resignation or removal of the Delaware Trustee and appointment of a substitute or successor Delaware Trustee shall become effective only upon acceptance of the appointment by the substitute or successor Delaware Trustee. If no substitute or successor Delaware Trustee shall have been appointed within 30 days after notice of such resignation or removal has been delivered, at the expense of the Liquidation Trust, the Delaware Trustee may apply to a court of competent jurisdiction for the appointment of a successor Delaware Trustee. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Delaware Trustee meeting the qualifications provided for herein.

11.4 Merger. Any Person into which the Delaware Trustee may be merged or with which it may be consolidated, or any Person resulting from any merger or consolidation to which the Delaware Trustee shall be a party, or any Person that succeeds to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor Delaware Trustee under this Liquidation Trust Agreement without the execution, delivery or filing of any paper or instrument or further act to be done on the part of the parties hereto (except for the filing of an amendment to the Liquidation Trust’s certificate of trust if required by the Act), notwithstanding anything to the contrary herein; *provided, however*, that such successor Delaware Trustee shall have its principal place of business in the State of Delaware and otherwise meet the requirements of the Act and applicable law.

ARTICLE 12

MISCELLANEOUS

12.1 Cumulative Rights and Remedies. The rights and remedies provided in this Liquidation Trust Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

12.2 Privilege. The Liquidation Trust and the Liquidation Trustee shall 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, including, without limitation, the attorney-client privilege, work product privilege and other privileges and immunities that they possess. 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. The Debtors and their respective financial advisors and the Creditors' Committee and its financial advisors will provide to the Liquidation Trustee (or such professionals designated by the Liquidation Trustee) documents, other information, and work product relating to potential Retained Causes of Action, provided that the provision of any such documents and information will be without waiver of any evidentiary privileges or immunity.

12.3 Notices. All notices to be given to Liquidation Trust Beneficiaries may be given by ordinary mail, or may be delivered personally, to the Liquidation Trust Beneficiaries at the addresses appearing on the books kept by the Liquidation Trustee. Any notice or other communication which may be or is required to be given, served or sent to the Liquidation Trustee and/or Delaware Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC,
Liquidation Trustee
~~Winter Harbor~~ [Riveron RTS, LLC](#)
265 Franklin Street, 10th Floor
Boston, MA 02110
Email: [\[redacted\]Shaun.Martin@riveron.com](mailto:Shaun.Martin@riveron.com)

-and-

[Donald J. Puglisi](#)
{Delaware Trustee~~Info~~}
[redacted]
[redacted]
[redacted]
[redacted]

[Puglisi & Associates](#)
[850 Library Avenue, Suite 204](#)
[Newark, Delaware 19711](#)
Email: dpuglisi@puglisiassoc.com

or to such other address as may from time to time be provided in written notice by the Liquidation Trustee and/or Delaware Trustee.

12.4 Governing Law. This Liquidation Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (excluding conflict of laws rules), including all

matters of validity, construction and administration; provided, however, that there shall not be applicable to the Liquidation Trust, the Liquidation Trustee or this Liquidation Trust Agreement, (a) the provisions of Section 3540 of Title 12 of the Delaware Code and (b) to the fullest extent permitted by applicable law any provisions of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate, in a manner inconsistent with the terms hereof, (i) the filing with any court or governmental body or agency of trustee accounts or schedule of trustee fees and charges, (ii) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property, (iv) fees or other sums payable to trustees, officers, agents or employees of a trust, (v) the allocation of receipts and expenditures to income and principal, or (vi) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding or investing trust assets.

12.5 Successors and Assigns. This Liquidation Trust Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective successors and assigns.

12.6 Particular Words. Reference in this Liquidation Trust Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Liquidation Trust Agreement. The words “hereof,” “herein” and similar terms shall refer to this Liquidation Trust Agreement and not to any particular Section or Article of this Liquidation Trust Agreement.

12.7 Execution. All funds in the Liquidation Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Liquidation Trust Beneficiary, and no Liquidation Trust Beneficiary or any other Person can execute upon, garnish or attach the Liquidation Trust Assets or the Liquidation Trustee in any manner or compel payment from the Liquidation Trust except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order and this Liquidation Trust Agreement.

12.8 Amendment. This Liquidation Trust Agreement may be amended by written agreement by majority vote of the Liquidation Trust Board, or by order of the Bankruptcy Court. No amendment or waiver of any provision of this Liquidation Trust Agreement which adversely affects the Delaware Trustee shall be effective against it without its prior written consent.

12.9 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Liquidation Trust Agreement shall affect such right or remedy or constitute a waiver thereof.

12.10 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Liquidation Trust Agreement as an association, partnership or joint venture of any kind.

12.11 Books and Records.

(a) On or before the Effective Date, the Debtors shall transfer to the Liquidation Trustee on behalf of the Liquidation Trust or otherwise provide access to the Liquidation Trustee on behalf of the Liquidation Trust all of the books and records of the Debtors in their possession relevant to implementation of the Plan and shall instruct any third parties or professionals possessing such books and records (including computer generated or computer maintained books, records and data, legal and accounting files maintained by any professional of the Debtors and other books and records maintained by or in the possession of third parties) to the extent reasonably necessary to the Liquidation Trustee’s performance of duties hereunder.

(b) The Liquidation Trustee will maintain reasonably good and sufficient books and records with respect to the matters contained herein.

(c) The Liquidation Trustee shall provide the GUC Distribution Trustee with originals or copies of or access to all documents and business records of the Debtors reasonably available to the Liquidation Trustee and necessary for the disposition of GUC Distribution Trust Assets and objections to Disputed Claims to the extent such Disputed Claims concern Class 4 Claims; provided, however, that, to the extent that the Liquidation Trustee provides the GUC Distribution Trustee with originals or copies of or access to any such documents and business records, neither the Liquidation Trustee nor the Liquidation Trust shall have any obligation to ensure the accuracy or completeness of any such documents or business records.

(d) The Liquidation Trustee shall use reasonable efforts to cooperate with the GUC Distribution Trustee in connection with the GUC Distribution Trustee's investigation and prosecution of objections to Disputed Class 4 Claims, including with respect to providing evidence and information as reasonably requested by the GUC Distribution Trustee. None of the Debtors' books and records in the possession of the Debtors or the Liquidation Trustee shall be destroyed or disposed of while the claims reconciliation process for Disputed Claims remains ongoing.

12.12 Severability. If any term, provision, covenant or restriction contained in this Liquidation Trust Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Liquidation Trust Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.13 Further Assurances. The Parties agree to execute and deliver all such documents and notices and to take all such further actions as may be reasonably required from time to time to carry out the intent and purposes and provide for the full implementation of this Liquidation Trust Agreement and the pertinent provisions of the Plan, and to consummate the transactions contemplated hereby.

12.14 Counterparts. This Liquidation Trust Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12.15 Jurisdiction. The Bankruptcy Court shall have jurisdiction over the Liquidation Trust, the Delaware Trustee, the Liquidation Trustee, the Liquidation Trust Board and the Liquidation Trust Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the Liquidation Trust. The Bankruptcy Court shall have exclusive jurisdiction and venue to hear and finally determine all matters among the Parties arising out of or related to this Liquidation Trust Agreement or the administration of the Liquidation Trust. Notwithstanding anything herein to the contrary, to the extent required by the Act (i) the Parties hereto and the Liquidation Trust Beneficiaries agree to the non-exclusive jurisdiction of the courts of the State of Delaware and (ii) the Court of Chancery of the State of Delaware shall have jurisdiction over the Liquidation Trust to the same extent as it has jurisdiction over common law trusts formed under the laws of the State of Delaware.

(signatures on following pages)

IN WITNESS WHEREOF, the Parties have or are deemed to have executed and acknowledged this Liquidation Trust Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers as of the day and year first written above.

TECT AEROSPACE GROUP HOLDINGS, INC.

By: _____

Title: _____

TECT AEROSPACE KANSAS HOLDINGS, LLC

By: _____

Its: _____

TECT AEROSPACE HOLDINGS, LLC

By: _____

Its: _____

TECT AEROSPACE WELLINGTON INC.

By: _____

Its: _____

TECT AEROSPACE, LLC

By: _____

Its: _____

TECT HYPERVELOCITY, INC.

By: _____

Its: _____

SUN COUNTRY HOLDINGS, LLC

By: _____

Its: _____

Shaun Martin, in his capacity as Senior Managing Director at
Riveron RTS, LLC

~~As~~ Solely as Liquidation

Trustee By: _____
~~and~~

[]

~~As Delaware~~ Trustee

By: _____

-and-

Donald J. Puglisi

Solely as Delaware Trustee

By: _____

Exhibit B-1

GUC Distribution Trust Agreement

GUC DISTRIBUTION TRUST AGREEMENT

This GUC Distribution Trust Agreement (the “**Distribution Trust Agreement**”) is being entered into as of March [], 2022, by and between TECT Aerospace Group Holdings, Inc., TECT Aerospace Kansas Holdings, LLC, TECT Aerospace Holdings, LLC, TECT Aerospace Wellington Inc., TECT Aerospace, LLC, TECT Hypervelocity, Inc., and Sun Country Holdings, LLC (collectively, the “**Debtors**”), as debtors and debtors-in-possession in the chapter 11 cases jointly administered and pending in the United States Bankruptcy Court for the District of Delaware, (the “**Bankruptcy Court**”), and Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC (“**Martin**”), solely in his capacity as trustee under this Distribution Trust Agreement (the “**GUC Distribution Trustee**”), in connection with the establishment of that certain common law trust (the “**GUC Distribution Trust**”) pursuant to Article IV.G of the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* (the “**Plan**”),¹ which was confirmed by the Bankruptcy Court’s order, entered on the docket of the Debtors’ chapter 11 cases on March [], 2022 [Docket No. []] (the “**Confirmation Order**”) and provides, *inter alia*, for:

(a) The transfer (the “**Transfer**”) of all right, title and interest of the Debtors in the GUC Distribution Trust Assets to the GUC Distribution Trust on the Effective Date for distribution to the Holders of Allowed Class 4 Claims and Allowed Class 5 Claims of the Debtors (the “**GUC Distribution Trust Beneficiaries**”) pursuant to and in accordance with this Distribution Trust Agreement, the Plan and the Confirmation Order;

(b) The treatment of the Transfer for U.S. federal income tax purposes as the transfer of the GUC Distribution Trust Assets by the Debtors to the GUC Distribution Trust Beneficiaries followed by the transfer of such assets by the GUC Distribution Trust Beneficiaries to the GUC Distribution Trust in exchange for their respective beneficial interests therein;

(c) The treatment for all purposes, including U.S. federal income tax purposes, of the GUC Distribution Trust Beneficiaries as the deemed owners of their respective GUC Distribution Trust Assets and as the grantors of the GUC Distribution Trust;

(d) The treatment of the GUC Distribution Trust as a grantor trust for U.S. federal income tax purposes;

(e) The valuation of the GUC Distribution Trust Assets by the GUC Distribution Trustee and the use of such valuations by the GUC Distribution Trustee and the GUC Distribution Trust Beneficiaries for all U.S. federal income tax purposes;

(f) The management of the GUC Distribution Trust Assets by the GUC Distribution Trustee, in consultation with the GUC Distribution Trust Board; and

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Plan.

(g) The distribution of the GUC Distribution Trust Assets or the proceeds thereof to the GUC Distribution Trust Beneficiaries as set forth in the Plan, the Confirmation Order and this Distribution Trust Agreement.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order and in consideration of the mutual agreements of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I DECLARATION OF TRUST

Section 1.1 Purpose of the GUC Distribution Trust. Each Debtor and the GUC Distribution Trustee, pursuant to the Plan and the Confirmation Order and in accordance with the Bankruptcy Code, applicable tax statutes, rules and regulations, to the extent incorporated in this Distribution Trust Agreement, hereby settle the GUC Distribution Trust on behalf of and for the sole benefit of the GUC Distribution Trust Beneficiaries and for the sole purpose of liquidating the GUC Distribution Trust Assets and distributing the GUC Distribution Trust Assets or proceeds thereof to the GUC Distribution Trust Beneficiaries pursuant to the Plan and in accordance with Treas. Reg. § 301.7701-4(d). The GUC Distribution Trust has 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 sole purpose of the GUC Distribution Trust. It shall not be the objective or purpose of this GUC Distribution Trust to, and the GUC Distribution Trustee shall have no authority to, conduct a trade or business except as reasonable and necessary to, and consistent with, the liquidation of the GUC Distribution Trust Assets. In particular, the GUC Distribution Trust, through the GUC Distribution Trustee, will do the following: (a) accept and hold all GUC Distribution Trust Assets for the benefit of the GUC Distribution Trust Beneficiaries; (b) review, reconcile, settle, or object to Disputed Class 4 Claims and resolve such objections; (c) calculate and make distributions to GUC Distribution Trust Beneficiaries; (d) take all actions and executing all agreements, certificates, instruments, and other documents necessary to implement the provisions of the Plan, the Confirmation Order and this Distribution Trust Agreement; (e) retain professionals and other agents; and (f) take such steps as are reasonable and necessary to accomplish the GUC Distribution Trust's purpose, all as provided in, and subject to the terms and provisions of, the Plan, the Confirmation Order and this Distribution Trust Agreement. The GUC Distribution Trust Assets shall be held for the exclusive and sole benefit of the GUC Distribution Trust Beneficiaries and shall only be used to fund distributions to such GUC Distribution Trust Beneficiaries in accordance with the Plan and to fund payment of costs, fees, and expenses incurred in connection with the administration of the GUC Distribution Trust.

Section 1.2 Rights of Debtors. Except as otherwise provided herein, the Debtors shall have no claim to or right or interest in, whether direct, residual, contingent or otherwise, in the GUC Distribution Trust Assets once such assets have been transferred to the GUC Distribution Trust.

Section 1.3 Name of the GUC Distribution Trust. The GUC Distribution Trust established hereby shall be known as the **"TECT GUC Distribution Trust."** In connection with

the exercise of its powers, the GUC Distribution Trustee may use the name or such variation thereof as it sees fit, and may transact the affairs of the GUC Distribution Trust in such name.

Section 1.4 Transfer of GUC Distribution Assets to Create GUC Distribution Trust. Effective as of the Effective Date, the Debtors hereby irrevocably grant, release, transfer, convey, assign and deliver to the GUC Distribution Trustee and its successors all of the Debtors' right, title and interest in the GUC Distribution Trust Assets, to be held in trust and to be applied as specified in the Plan, the Confirmation Order, and this Distribution Trust Agreement. Through the Transfer of the GUC Distribution Trust Assets and except as otherwise provided herein or in the Plan, the GUC Distribution Trust has the sole and exclusive right, title and interest in and possession of the GUC Distribution Trust Assets.

Section 1.5 GUC Distribution Trust Expenses. GUC Distribution Trust Expenses shall include 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 this 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 of the Plan and the terms of this 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. In the event that the total amount of GUC Distribution Trust Expenses is less than the GUC Distribution Trust Assets, such remaining assets shall constitute GUC Distributable Assets and shall be distributed in accordance with the Plan and this Distribution Trust Agreement. In the event that the GUC Claims Determination Fund is not used to satisfy GUC Distribution Expenses, it will become GUC Distributable Assets for distribution in accordance with the Plan and this Distribution Trust Agreement.

Section 1.6 Estate Representative and Exclusive Trustee. 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. The powers, rights and responsibilities of the GUC Distribution Trustee are set forth herein and will include the authority and responsibility to take, among other actions set forth herein, those actions contemplated by Article IV.G.1.c of the Plan. The GUC Distribution Trustee will distribute the GUC Distribution Trust Assets in accordance with the provisions of the Plan, the Confirmation Order, and this Distribution Trust Agreement.

Section 1.7 Acceptance by GUC Distribution Trustee. The GUC Distribution Trustee hereby accepts and confirms the following: (a) the appointment to serve as GUC Distribution Trustee; (b) the Transfer of the GUC Distribution Trust Assets, and all right, title and

interest therein, to the GUC Distribution Trust; and (c) the obligations and duties imposed on it by the Plan, the Confirmation Order, and this Distribution Trust Agreement. The GUC Distribution Trustee agrees to administer and distribute the GUC Distribution Trust Assets and the income derived therefrom to the GUC Distribution Trust Beneficiaries, and to reconcile, administer, object to, and satisfy Disputed Class 4 Claims pursuant to the terms of the Plan, the Confirmation Order and this Distribution Trust Agreement; provided, however, for the avoidance of doubt, that the GUC Distribution Trustee shall not be responsible for reconciling and administering Disputed Class 5 Claims other than satisfying Allowed Class 5 Claims once reconciled by the Liquidation Trust, in accordance with the Liquidation Trust Agreement and the Plan.

ARTICLE II GUC DISTRIBUTION BOARD OF GOVERNORS

Section 2.1 Appointment of the GUC Distribution Trust Board. In accordance with the Plan, upon the Effective Date, the GUC Distribution Trust Board shall be constituted and will be comprised of three governors (each, a “**Governor**” or “**Board Governor**”). The initial Governors shall be: (a) John Mullen of Wm. F. Hurst Co., LLC; (b) Richard Bernard, Esq., as representative of Mecadaq Tarnos; and (c) Charles G. Adams. Each of the Governors of the GUC Distribution Trust Board shall exercise due care, loyalty and good faith in overseeing the GUC Distribution Trust, including recusal from any determinations that would present a conflict of interest.

Section 2.2 Duties of the GUC Distribution Trust Board. 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 Claims and Allowed 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, the Confirmation Order, or this Distribution Trust Agreement. Any decision made by the GUC Distribution Trust Board will be made by majority vote of the Board Governors.

Section 2.3 Board Reports. For so long as the Class 4 Claims reconciliation process will continue or as otherwise agreed to by the GUC Distribution Trustee and the GUC Distribution Trust Board, 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 and as otherwise set forth herein.

Section 2.4 Compensation of the GUC Distribution Trust Board Governors. Board Governors will not be compensated, but the GUC Distribution Trust will pay the reasonable and documented costs and expenses of the Board Governors in the ordinary course without further order of the Bankruptcy Court; provided, however, that the Board Governors’ reimbursable costs and expenses shall not include any attorneys’ fees.

Section 2.5 Removal/Resignation of GUC Distribution Trust Board Governor: Any person serving as a Board Governor of the GUC Distribution Trust Board may be removed at

any time for cause by a majority of the GUC Distribution Trust Board. For purposes of this Section 2.5, “cause” shall mean: (a) the intentional wrongful damage to the GUC Distribution Trust Assets, or (b) gross negligence or willful misconduct in the performance of Board Governor duties under the Plan or this Distribution Trust Agreement.

Any person serving as a Board Governor may resign at any time on written notice to all of the Governors of the GUC Distribution Trust Board, the GUC Distribution Trustee, the U.S. Trustee and the Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation (b) the date that is 30 days after the date such notice is filed with the Bankruptcy Court and served on all of the Governors of the GUC Distribution Trust Board, the GUC Distribution Trustee, and the U.S. Trustee and (c) appointment of a successor Board Governor.

Section 2.6 Successor Board Governor: Upon the resignation, death, incapacity or removal of a Board Governor, a successor Board Governor shall be appointed upon the majority vote of the remaining Board Governors and the GUC Distribution Trustee. To the extent that the GUC Distribution Board cannot agree to a successor Board Governor within sixty (60) days after a vacancy, the successor Board Governor shall be appointed by the Bankruptcy Court upon motion by the GUC Distribution Trustee. Until a successor Board Governor has been appointed, the GUC Distribution Trust Board shall operate with (2) Board Governors. The GUC Distribution Trustee shall file a notice on the docket regarding any reconstitutions of the GUC Distribution Trust Board.

ARTICLE III TERMINATION OF TRUST

Section 3.1 Maximum Term. The GUC Distribution Trust shall dissolve upon the earlier of (a) the occurrence of the complete liquidation, administration and distribution of its assets in accordance with the Plan and the full performance of all other duties and functions set forth in the Plan, the Confirmation Order, and this Distribution Trust Agreement, or (b) the fifth (5th) anniversary of the Effective Date (the “**Initial GUC Distribution Trust Term**”), unless the Bankruptcy Court approves an extension based upon a finding that such extension is necessary for the GUC Distribution Trust to complete its Claims resolution and liquidating purpose. If the Initial GUC Distribution Trust Term has not expired, the GUC Distribution Trustee may seek such an extension. The GUC Distribution Trustee may, if the Initial GUC Distribution Trust Term has expired, seek entry of an order from the Bankruptcy Court providing for a reinstatement and implementation of a supplemental GUC Distribution Trust term. For the avoidance of doubt, the GUC Distribution Trustee shall have the authority and standing to complete any actions commenced on behalf of the GUC Distribution Trust prior to its termination, including, but not limited to, the Claims reconciliation process.

Section 3.2 Winding Up and Discharge of the GUC Distribution Trustee. For purposes of winding up the affairs of the GUC Distribution Trust due to a dissolution pursuant to Section 3.1(a), the GUC Distribution Trustee shall continue to act as GUC Distribution Trustee until its duties have been fully discharged and all GUC Distribution Trust Assets have been distributed. Upon the completion of dissolution and windup, this Distribution Trust Agreement shall terminate and the GUC Distribution Trustee, its agents, professionals and employees, if any, shall have no further duties or obligations hereunder, except as required by this Distribution Trust

Agreement, the Plan, the Confirmation Order or applicable law concerning the termination of a trust.

Section 3.3 Unclaimed and Undeliverable Distributions. All unclaimed payments or distributions made to Holders of Allowed Class 4 Claims and Allowed Class 5 Claims under the Plan on behalf of the Debtors, including but not limited to, unnegotiated checks or drafts, shall revert, within 180 days after the later of (a) the Effective Date and (b) the last date on which a distribution was delivered to such Holder of an Allowed Class 4 Claim and Allowed Class 5 Claim, as applicable, to the GUC Distribution Trustee to be redistributed pursuant to the Plan, and shall be forfeited as to the affected Holders of Allowed Class 4 Claims and Allowed Class 5 Claims. Any Holder of Allowed Class 4 Claims and Allowed Class 5 Claims whose payment is forfeited under this provision will thereafter be treated as having a Disallowed Claim. At such time as the GUC Distribution Trustee has declared and made the final Distribution to GUC Distribution Trust Beneficiaries, and when six months from that final Distribution is made, any unclaimed funds shall be deemed forfeited by the creditor not claiming such funds. Thereafter, the GUC Distribution Trustee shall be authorized to distribute any such remaining unclaimed funds to any not-for-profit tax exempt institution of the GUC Distribution Trustee's choice in accordance with Article VI.B.2.a of the Plan.

ARTICLE IV OBLIGATIONS OF THE GUC DISTRIBUTION TRUSTEE

Section 4.1 Establishment and Maintenance of Accounts and Reserves. On the Effective Date, or as soon thereafter as practicable, the GUC Distribution Trustee shall establish accounts and reserves in amounts reasonably necessary to maintain and administer the GUC Distribution Trust. Changes in the amounts maintained in any account or reserve may be made at any time thereafter in the reasonable discretion of the GUC Distribution Trustee.

Section 4.2 Disputed Claims Reserve.

(a) Within sixty (60) days of the Effective Date, the GUC Distribution Trustee will establish a Disputed Claims Reserve for any Disputed General Unsecured Claims, which reserves will be administered by the GUC Distribution Trustee. 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).

(b) After a Final Order has been entered or other final resolution has been reached with respect to any given Disputed General Unsecured Claim for which cash was reserved in the Disputed Claims Reserve, the balance, if any, of cash remaining in such Disputed Claims Reserve on account of such Disputed General Unsecured Claim, after making any distribution to which the holder of such Disputed General Unsecured Claim may have become entitled by virtue of such Final Order or other final resolution, shall be transferred to any other account established by the GUC Distribution Trustee for the GUC Distribution Trust.

Section 4.3 Use of Assets. All cash or other property held or collected by the GUC Distribution Trustee shall be used solely for the purposes contemplated by the Plan or this Distribution Trust Agreement.

Section 4.4 Objection Deadline. The GUC Distribution Trustee will file all objections to Disputed Class 4 Claims on or before the Claims Objection Bar Date, as such date may be extended by further order of the Bankruptcy Court.

Section 4.5 Distributions. On the last Business Day of the month following the end of each calendar quarter after the Effective Date (the “**Quarterly Distribution Date**”), the GUC Distribution Trustee will make all Distributions that become deliverable to Holders of Allowed Class 4 and Allowed Class 5 Claims during the preceding calendar quarter; provided, however, that if the GUC Distribution Trustee determines that the amount of any quarterly Distribution is too small to justify the administrative costs associated with such Distribution, the GUC Distribution Trustee may postpone such quarterly Distribution until the next Quarterly Distribution Date. Notwithstanding the above, and to the extent practicable, the GUC Distribution Trustee shall distribute the GUC Distribution Trust’s net income, at least annually, to the GUC Distribution Trust Beneficiaries, except for amounts retained as reasonably necessary to maintain the value of the GUC Distribution Trust Assets or to meet Class 4 and Class 5 Claims and contingent liabilities (including Disputed General Unsecured Claims). 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 shall be paid by the Liquidation Trust until Class 3 Claims are satisfied.

ARTICLE V POWERS AND DUTIES OF THE GUC DISTRIBUTION TRUSTEE

Section 5.1 Duties of GUC Distribution Trustee. The GUC Distribution Trustee shall have such duties and responsibilities as are specified in the Plan, the Confirmation Order and this Distribution Trust Agreement.

Section 5.2 Authority of GUC Distribution Trustee. The GUC Distribution Trust and the GUC Distribution Trustee shall be vested with the property, rights, interests, and powers of the Debtors transferred to the GUC Distribution Trust, as specified in the Plan or the Confirmation Order. 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 actions 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 this Distribution Trust Agreement including, without limitation, all of the following:

(a) to hold legal title to any and all rights of the GUC Distribution Trust Beneficiaries in or arising from the GUC Distribution Trust Assets, including, without limitation, collecting and receiving any and all money and other property belonging to the GUC Distribution Trust;

(b) to perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, (i) commencing, prosecuting or settling causes of action, (ii) enforcing contracts, and (iii) asserting claims, defenses, offsets and privileges, (iv) interposing and prosecuting objections to Class 4 Claims;

(c) receive, control, manage and dispose of all GUC Distribution Trust Assets for the benefit of the GUC Distribution Trust Beneficiaries;

(d) act as custodian of the GUC Distribution Trust Assets and liquidate and reduce such assets to cash at such time as the GUC Distribution Trustee deems appropriate to accomplish the purpose of the GUC Distribution Trust, in accordance with the terms of the Plan, the Confirmation Order and this Distribution Trust Agreement;

(e) calculate and pay all distributions required or permitted to be made from the GUC Distribution Trust Assets under the Plan, this Distribution Trust Agreement and/or orders of the Bankruptcy Court;

(f) subject to the provisions of the Plan and this Distribution Trust Agreement, establish, fund, and/or administer the Disputed Claims Reserve and such other reserves and accounts as may be authorized by this Distribution Trust Agreement, the Plan, or order of the Bankruptcy Court;

(g) employ, supervise and compensate attorneys, accountants, financial advisors, Third Party Disbursing Agents, and other professionals or other persons retained to represent the interests of and serve on behalf of the GUC Distribution Trust (the “**Trust Professionals**”) and waive any conflicts of interest as deemed necessary or appropriate in its sole discretion. The GUC Distribution Trustee may commit the GUC Distribution Trust to and shall pay such Trust Professionals’ reasonable compensation for services rendered and expenses incurred. A law firm or other professional shall not be disqualified from being employed by the GUC Distribution Trustee solely because of its current or prior retention as counsel or professional to the Debtors or the Creditors’ Committee in the Chapter 11 Cases;

(h) causing the tax returns described in Section 8.4 to be prepared and filed in the manner described therein including, but not limited to, by retaining any Trust Professional to prepare and file any tax and information returns required with respect to the GUC Distribution Trust, making any tax elections for the GUC Distribution Trust, managing any tax audits or controversies relating to the Trust, paying taxes on behalf of the GUC Distribution Trust, and causing the GUC Distribution Trust to withhold from the amount distributable to any person to the extent required by law to do so;

(i) object to, assert counterclaims to, or seek to recharacterize, reclassify or subordinate Class 4 Claims filed against any of the Debtors and compromise and settle, abandon or dismiss any and all Disputed Class 4 Claims in accordance with the terms of the Plan;

(j) seek estimation of contingent or unliquidated Class 4 Claims under section 502(c) of the Bankruptcy Code;

(k) seek determination of tax liability of the GUC Distribution Trust under section 505 of the Bankruptcy Code;

(l) pay all expenses and make other necessary payments relating to the GUC Distribution Trust Assets consistent with the terms of the Plan, Confirmation Order, and/or this Distribution Trust Agreement;

(m) assert any privilege or defense of the Debtors related to the GUC Distribution Trust Assets or waive any privilege or defense of the Debtors related to the GUC Distribution Trust Assets;

(n) perform any and all acts necessary or appropriate for the conservation and protection of the GUC Distribution Trust Assets;

(o) dissolve the GUC Distribution Trust;

(p) exercise all powers and rights, and take all actions contemplated by or provided for under this Distribution Trust Agreement; and

(q) take any and all other actions necessary or appropriate to implement or consummate the Plan and the provisions of this Distribution Trust Agreement.

Section 5.3 Limitations on the GUC Distribution Trustee. Notwithstanding anything in this Distribution Trust Agreement to the contrary, the GUC Distribution Trustee, in its capacity as such, shall not do or undertake any of the following: (i) guaranty any debt; (ii) loan GUC Distribution Trust Assets; (iii) purchase GUC Distribution Trust Assets from the GUC Distribution Trust; (iv) transfer GUC Distribution Trust Assets to another trust with respect to which the GUC Distribution Trustee serves as trustee; (v) take, or fail to take, any action that would jeopardize treatment of the GUC Distribution Trust as a “liquidating trust” for U.S. federal income tax purposes; or (vi) except as otherwise reasonably necessary to maintain the value of the GUC Distribution Trust Assets and to further the liquidating purpose of the GUC Distribution Trust, invest GUC Distribution Trust Assets other than in short-term, liquid investments, such as bank demand and time deposits, short-term bank or saving institution certificates of deposit or Treasury Bills in accordance with IRS Rev. Proc. 94-45.

Section 5.4 GUC Distribution Trustee and Conflicts of Interest. If the GUC Distribution Trustee determines, in the exercise of its reasonable discretion, that it has a material conflict of interest with respect to the settlement of a Claim, the resolution or prosecution of a Cause of Action, or any other matter, the GUC Distribution Trustee, in consultation with the GUC Distribution Trust Board, may select a designee to act on behalf of the GUC Distribution Trust solely with respect to such matter (the “**Designee**”), with such Designee’s authority to act on behalf of the GUC Distribution Trust to terminate upon the matter’s conclusion. If the Designee files a pleading, motion or other filing with a court or tribunal on behalf of the GUC Distribution Trust, it shall do so in its own name as “Designee of the TECT GUC Distribution Trust.”

Section 5.5 Register of GUC Distribution Trust Beneficiaries. The Debtors shall provide the GUC Distribution Trustee with a register of the names, addresses and amounts of Allowed Class 4 Claims of the GUC Distribution Trust Beneficiaries (the “**Register**”) within

fourteen (14) days after occurrence of the Effective Date. Thereafter, from time to time, if and when any Disputed Class 5 Claims become Allowed, if at all, the Liquidation Trustee shall provide to the GUC Distribution Trustee the names, addresses and amounts of such Allowed Class 5 Claims. The Register will be maintained by the GUC Distribution Trustee, and changes thereto will be made upon notification proper under this Distribution Trust Agreement submitted to the GUC Distribution Trustee. The GUC Distribution Trustee shall not be liable for relying on the accuracy of the Register, provided that he has properly maintained the Register in accordance with this Distribution Trust Agreement.

Section 5.6 Books and Records. The GUC Distribution Trustee also shall maintain in respect of the GUC Distribution Trust and the GUC Distribution Trust Beneficiaries, books and records relating to the GUC Distribution Trust Assets and income realized therefrom and the payment of expenses of and claims against or assumed by the GUC Distribution Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. Such books and records shall be maintained in a manner consistent with the Plan and this Distribution Trust Agreement. Except as expressly provided in this Distribution Trust Agreement, the Plan or the Confirmation Order, nothing in the Distribution Trust Agreement is intended to require the GUC Distribution Trustee to file any accounting or seek approval of any court with respect to the administration of the GUC Distribution Trust, or as a condition for making any payment or distribution out of the GUC Distribution Trust Assets.

Section 5.7 Final Accounting of GUC Distribution Trustee. The GUC Distribution Trustee shall within ninety (90) days after the termination of the GUC Distribution Trust or its resignation, removal, or liquidation (in which case, the obligation contained in this Section shall pass to the successor GUC Distribution Trustee (the “**Successor GUC Distribution Trustee**”), render a final accounting containing at least the following information:

- (a) A description of the GUC Distribution Trust Assets and their disposition;
- (b) A summarized accounting in sufficient detail of all gains, losses, receipts, disbursements and other transactions in connection with the GUC Distribution Trust and the GUC Distribution Trust Assets during the GUC Distribution Trustee’s term of service, including their source and nature;
- (c) Separate entries for all receipts of principal and income;
- (d) The ending balance of all GUC Distribution Trust Assets as of the date of the GUC Distribution Trustee’s accounting, including the cash balance on hand and the name and location of the depository where it is kept;
- (e) All known liabilities owed by the GUC Distribution Trust; and
- (f) The then current Register of Allowed and Disputed Class 4 Claims, and those Disputed Class 5 Claims that have become Allowed Class 5 Claims.

ARTICLE VI LIABILITY OF GUC DISTRIBUTION TRUSTEE

Section 6.1 Appointment. The GUC Distribution Trustee is serving solely in the capacity as GUC Distribution Trustee of the GUC Distribution Trust and not otherwise.

Section 6.2 Resignation. The GUC Distribution Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to all of the Governors of the GUC Distribution Trust Board, the Bankruptcy Court, and the U.S. Trustee; provided, however, such resignation shall not become effective until the appointment of a Successor GUC Distribution Trustee by the GUC Distribution Trust Board in accordance with Section 6.4 hereof. Notwithstanding the foregoing, if the successor GUC Distribution Trustee has not been appointed within sixty (60) days following delivery of notice of resignation, the resigning GUC Distribution Trustee may petition the Bankruptcy Court for the appointment of a successor. If a GUC Distribution Trustee resigns from its position hereunder, subject to a final accounting, such GUC Distribution Trustee shall be entitled to all accrued but unpaid fees, expenses, and other compensation to the extent incurred, arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the Successor GUC Distribution Trustee.

Section 6.3 Removal. Any person serving as the GUC Distribution Trustee may be removed, only for cause, by majority vote of the GUC Distribution Trust Board, and replaced by an order of the Bankruptcy Court. The removal shall be effective on the date specified in the applicable Bankruptcy Court order. For purposes of this Section 6.3, "cause" shall mean: (a) an act of fraud, embezzlement, or theft in connection with the GUC Distribution Trustee's duties or in the course of its employment in such capacity, (b) the intentional wrongful damage to the GUC Distribution Trust Assets, (c) the intentional wrongful disclosure of confidential information of the GUC Distribution Trust resulting in material harm to the GUC Distribution Trust, or (d) gross negligence or willful misconduct by the GUC Distribution Trustee in connection with the performance of its duties under this Distribution Trust Agreement. Unless the GUC Distribution Trust Board requires or the Bankruptcy Court orders immediate removal, the GUC Distribution Trustee shall continue to serve until a Successor GUC Distribution Trustee is appointed, and such appointment becomes effective, in accordance with Section 6.4 hereof. If the GUC Distribution Trustee is removed for cause, such GUC Distribution Trustee shall not be entitled to any accrued but unpaid fees, expenses or other compensation under this Distribution Trust Agreement or otherwise. If the GUC Distribution Trustee is unwilling or unable to serve for any other reason whatsoever other than for "cause," subject to a final accounting, such GUC Distribution Trustee shall be entitled to all accrued but unpaid fees, expenses, and other compensation, to the extent incurred, arising or relating to events occurring before its removal or resignation, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any Successor GUC Distribution Trustee.

Section 6.4 Appointment of Successor GUC Distribution Trustee. Upon the death, dissolution, liquidation, resignation, incapacity, or removal of the GUC Distribution Trustee, the GUC Distribution Trust Board shall be vested with the authority to appoint the Successor GUC Distribution Trustee consistent with the best interests of the GUC Distribution Trust Beneficiaries. To the extent that the GUC Distribution Board cannot agree to a Successor GUC Distribution

Trustee within sixty (60) days after a vacancy, any Governor of the GUC Distribution Board may file a motion with the Bankruptcy Court for the designation of a Successor GUC Distribution Trustee. Every Successor GUC Distribution Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and the GUC Distribution Trust Board an instrument accepting such appointment subject to the terms and provisions hereof. The Successor GUC Distribution Trustee, without any further act, shall become vested with all the rights, powers and duties of the GUC Distribution Trustee; provided, however, no GUC Distribution Trustee shall be liable for the acts or omissions of any prior or later GUC Distribution Trustee.

Section 6.5 Continuity. The resignation or removal of the GUC Distribution Trustee shall not terminate the GUC Distribution Trust or revoke any existing agency (other than any agency of such GUC Distribution Trustee as a GUC Distribution Trustee) created pursuant to this Distribution Trust Agreement or invalidate any action theretofore taken by the GUC Distribution Trustee, and the Successor GUC Distribution Trustee agrees that the provisions of the Distribution Trust Agreement shall be binding on and inure to the benefit of each Successor GUC Distribution Trustee and all its heirs and legal and personal representatives, successors or assigns. In the event of the resignation or removal of the GUC Distribution Trustee, such GUC Distribution Trustee shall (a) execute and deliver by the effective date of its resignation or removal such documents, instruments and other writings as may be reasonably required to effect the termination of such GUC Distribution Trustee's capacity under this Distribution Trust Agreement and (b) assist and cooperate in effecting the assumption of such GUC Distribution Trustee's obligations and functions by the Successor GUC Distribution Trustee. If, for any reason, the GUC Distribution Trustee fails to execute the documents described in clause (a) of the preceding sentence, the Bankruptcy Court may enter such orders as are necessary to effect termination of such GUC Distribution Trustee's capacity under this Distribution Trust Agreement, including the appointment of the Successor GUC Distribution Trustee as attorney-in-fact for the GUC Distribution Trustee for the limited purpose of executing such documents.

Section 6.6 Compensation. The GUC Distribution Trustee shall be compensated by the Liquidation Trust. Any Trust Professionals or agents retained or utilized by the GUC Distribution Trustee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred, payable exclusively from the GUC Distribution Trust Assets; provided, however that, 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, shall be paid by the Liquidation Trust until Class 3 Claims are satisfied. After the Effective Date, the payment of the fees and expenses of the GUC Distribution Trustee and its agents, financial advisors, attorneys, consultants, independent contractors, representatives and other Trust Professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court; provided, however, such payment may only be paid from the GUC Distribution Trust Assets for all Trust Professionals, unless as otherwise set forth in this Distribution Trust Agreement. Any Successor GUC Distribution Trustee shall receive such reasonable compensation and reimbursement of expenses in the same manner as the initial GUC Distribution Trustee, payable in accordance with Plan and consistent with initial GUC Distribution Trustee. The Trust Professionals shall transmit all invoices detailing their services and expenses to the GUC Distribution Trustee and the Board Governors. The GUC Distribution Trustee and the Board Governors shall have ten (10) business days after receipt of such invoices

to notify the Trust Professional of an objection to such invoice. If no objection to the invoice is made, the GUC Distribution Trustee shall be authorized to provide payment to the Trust Professional. If objection is made to an invoice the GUC Distribution Trustee and Trust Professional shall attempt to reach an amicable resolution to the dispute, but if no resolution is made within thirty (30) days from the date such objection is made, the Trust Professional may submit the dispute to the Bankruptcy Court for determination of the appropriate amount to be paid. Notwithstanding the foregoing, the GUC Distribution Trustee may pay the Trust Professional all undisputed fees pending Bankruptcy Court resolution of any disputed fees. At least quarterly, the GUC Distribution Trustee shall provide the GUC Distribution Trust Board with a report of all fees and expenses incurred by all Trust Professionals. 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 Debtors, the Liquidation Trust, or their respective assets.

Section 6.7 Indemnification; Limitation of Liability etc.

(a) The GUC Distribution Trust shall indemnify and hold harmless each of (i) the GUC Distribution Trustee, the Governors of the GUC Distribution Trust Board and (ii) the Trust Professionals and its/their heirs, legal representatives and permitted assigns (collectively, the “**Indemnified Parties**”), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including, but not limited to, attorneys’ fees, arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Distribution Trust Agreement, the Estates or the implementation or administration of the Plan, except to the extent it is finally determined by a final and non-appealable order from a federal court with competent jurisdiction within the District of Delaware that such Indemnified Party was grossly negligent, engaged in willful misconduct or fraud, or acted in bad faith or in a manner whereby such Indemnified Party knew or should have known to be not in, or opposed to, the best interests of the GUC Distribution Trust Beneficiaries, or, with respect to any criminal action or proceeding, had reasonable cause to believe its conduct was unlawful. Specifically, the GUC Distribution Trustee, the Governors of the GUC Distribution Trust Board and the Trust Professionals 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. To the extent the GUC Distribution Trust indemnifies and holds harmless the Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the GUC Distribution Trustee in monitoring and participating in the defense of the claims giving rise to the right of indemnification shall be payable exclusively from the GUC Distribution Trust Assets.

(b) Each of the Indemnified Parties, whether or not acting upon the advice of counsel, shall incur no liability because of any error of law or fact, mistake of judgment or any matter or thing done or omitted under this Distribution Trust Agreement except to the extent it is finally determined by a final and non-appealable order from a federal court with competent jurisdiction within the District of Delaware that such Indemnified Party was grossly negligent, engaged in willful misconduct or fraud, or acted in bad faith or in a manner whereby such Indemnified Party knew or should have known to be not in, or opposed to, the best interests of the GUC Distribution Trust Beneficiaries, or, with respect to any criminal action or proceeding, such Indemnified Party had reasonable cause to believe its conduct was unlawful. Anything done or suffered in good faith by an Indemnified Party in accordance with the advice of counsel which is

reasonably relied upon shall be conclusively decided in favor of such Indemnified Party against the GUC Distribution Trust or other interested party.

(c) Any Person acting on behalf of the GUC Distribution Trustee in his capacity as GUC Distribution Trustee or a Trust Professional shall not be liable for acts or defaults of any other person acting at any other time in any such capacity. Each Indemnified Party shall be protected and free from liability in acting upon any notice, request, consent, certificate, declaration, guarantee, affidavit or other paper or document or signature reasonably believed by it to be genuine and to have been signed by the proper party or parties or by the party or parties purporting to have signed the same.

(d) No provision of this Distribution Trust Agreement shall require any Indemnified Party to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

Section 6.8 Insurance. The GUC Distribution Trustee is hereby authorized to obtain all reasonably necessary insurance coverage for itself, the Governors of the GUC Distribution Trust Board, and the Trust Professionals, including, but not limited to, coverage with respect to (i) any property that is or may in the future become the property of the GUC Distribution Trust, and (ii) the liabilities, duties and obligations of the GUC Distribution Trustee and the Trust Professionals (in the form of an errors and omissions policy or otherwise), the latter of which insurance coverage may, at the sole option of the GUC Distribution Trustee, remain in effect for a reasonable period after the conclusion of the GUC Distribution Trustee's service, and the costs and expenses of such insurance coverage shall be an expense exclusively payable from the GUC Distribution Trust Assets.

Section 6.9 Reliance by GUC Distribution Trustee. The GUC Distribution Trustee may rely, and shall be fully protected in acting or refraining from acting, if it relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the GUC Distribution Trustee reasonably believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of cables, telecopies, e-mails and telexes, to have been sent by the proper party or parties, and the GUC Distribution Trustee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. The GUC Distribution Trustee may consult with counsel and other professionals with respect to matters in their area of expertise (and the reasonable fees and expenses of such counsel shall be an expense for which the GUC Distribution Trustee is entitled to reimbursement hereunder), and any advice of counsel reasonably relied upon shall be full and complete authorization and protection in respect of any action taken or not taken by the GUC Distribution Trustee. The GUC Distribution Trustee shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon. The GUC Distribution Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Distribution Trust Agreement, the Plan, the Confirmation Order or any other document executed in connection therewith, and the GUC Distribution Trustee shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon. The GUC Distribution Trustee may rely upon the Debtors' filed schedules and statements of financial affairs and all other information provided by the Debtors or their representatives to the GUC Distribution Trustee

concerning Claims filed against the Debtors, and their reconciliation and documents supporting such reconciliation.

Section 6.10 Reliance by Persons Dealing with the GUC Distribution Trustee. In the absence of actual knowledge to the contrary, any person dealing with the GUC Distribution Trustee shall be entitled to rely on the authority of the GUC Distribution Trustee to act on behalf of the GUC Distribution Trust and shall have no obligation to inquire into the existence of such authority.

ARTICLE VII BENEFICIARIES

Section 7.1 Beneficial Interest Only. The ownership of a beneficial interest in the GUC Distribution Trust shall not entitle any GUC Distribution Trust Beneficiary to any title in or to the GUC Distribution Trust Assets or to any right to call for a partition or division of the GUC Distribution Trust Assets or to require an accounting, except as specifically provided by this Distribution Trust Agreement.

Section 7.2 Evidence of Beneficial Interest. Ownership of a beneficial interest in the GUC Distribution Trust Assets shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the GUC Distribution Trust by the GUC Distribution Trustee.

Section 7.3 Registration of Beneficial Interest. The GUC Distribution Trustee shall cause the Register to be kept at its office or at such other place or places as may be designated by the GUC Distribution Trustee from time to time. The Register shall reflect the ownership of the beneficial interests of the GUC Distribution Trust Beneficiaries.

Section 7.4 Absolute Owners. The GUC Distribution Trustee may deem and treat the Beneficiaries reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for U.S. federal and state income tax purposes and for all other purposes whatsoever.

Section 7.5 Standing of GUC Distribution Trust Beneficiary. Except as expressly provided in the Distribution Trust Agreement, the Plan or the Confirmation Order, a GUC Distribution Trust Beneficiary does not have standing to direct the GUC Distribution Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the GUC Distribution Trust or the GUC Distribution Trust Assets.

Section 7.6 No Termination by Beneficiaries. The GUC Distribution Trust may not be terminated at any time by the GUC Distribution Trust Beneficiaries.

ARTICLE VIII TAXES

Section 8.1 Income Tax Treatment. Pursuant to and in accordance with the Plan, the Debtors, the GUC Distribution Trustee and the GUC Distribution Trust Beneficiaries shall treat the GUC Distribution Trust as a “liquidating trust” within the meaning of Treasury Regulation

§ 301.7701-4(d) and any comparable provision of state or local law. For U.S. federal income tax purposes, the Debtors, the GUC Distribution Trustee and the GUC Distribution Trust Beneficiaries shall treat the transfer of the GUC Distribution Trust Assets by the Debtors to the GUC Distribution Trust as the transfer of the GUC Distribution Trust Assets by the Debtors to the respective GUC Distribution Trust Beneficiaries, followed by the transfer of such assets by the GUC Distribution Trust Beneficiaries to the GUC Distribution Trust in exchange for their beneficial interests therein. The GUC Distribution Trust Beneficiaries shall be treated for tax purposes as the grantors and deemed owners of their respective shares of the GUC Distribution Trust Assets, and shall include in their taxable incomes their allocable share of each item of the GUC Distribution Trust's income, gain, deduction, loss and credit. All items shall be allocated by the GUC Distribution Trustee to the GUC Distribution Trust Beneficiaries using any reasonable allocation method.

Section 8.2 Valuation of GUC Distribution Trust Assets. As soon as reasonably possible after the Effective Date, the GUC Distribution Trustee shall, in consultation with the GUC Distribution Trust Board, determine the fair market value of each GUC Distribution Trust Asset other than Cash based on a good faith determination and the advice of any professional retained by the Distribution Trustee for such purpose. The GUC Distribution Trustee shall then, as soon as reasonably possible after such determination, notify each GUC Distribution Trust Beneficiary of the value of such holder's interest in the GUC Distribution Trust. The GUC Distribution Trustee and the Beneficiaries shall use such values consistently for all U.S. federal income tax purposes.

Section 8.3 Disputed Claims Reserve. The GUC Distribution Trustee may elect to treat the Disputed Claims Reserve for tax purposes as a discrete trust taxed as a "disputed ownership fund" described in Treasury Regulation § 1.468B-9, in which event no item of income, gain, deduction, loss or credit attributable to the GUC Distribution Trust Assets held in the Disputed Claims Reserve shall be taxed to a GUC Distribution Trust Beneficiary unless and until such GUC Distribution Trust Beneficiary receives a distribution from the Disputed Claims Reserve.

Section 8.4 Tax Returns. The GUC Distribution Trustee shall cause all tax returns required to be filed by the GUC Distribution Trust on the basis that the GUC Distribution Trust is a grantor trust pursuant to Treasury Regulation § 1.671-4(a) to be timely filed. If the GUC Distribution Trustee elects to treat the Disputed Claims Reserve as a disputed ownership fund, it shall cause all tax returns required to be filed by a disputed ownership fund to be timely filed. As soon as reasonably possible after the close of each calendar year, the GUC Distribution Trustee shall send each GUC Distribution Trust Beneficiary a statement setting forth such GUC Distribution Trust Beneficiary's share of the GUC Distribution Trust's income, gain, deduction, loss and credit for the year and shall instruct the holder to report all such items on his, her or its tax return for such year and pay any tax due with respect thereto. The out-of-pocket costs of preparing and filing tax returns on behalf of the GUC Distribution Trust and the payment of taxes or other obligations owed by the GUC Distribution Trust will be paid from (1) the \$25,000 paid by the Liquidation Trust for reasonable fees or expenses that may be incurred by the GUC Distribution Trust as set forth in the Plan, and (2) to the extent that the \$25,000 paid by the Liquidation Trust has been depleted, the GUC Distribution Trust Assets. For the avoidance of doubt, the GUC Distribution Trust shall not be required to pay any reasonable compensation earned by the GUC Distribution Trustee in connection with preparing and filing tax returns on behalf of the GUC Distribution Trust.

Section 8.5 Tax Withholding. The GUC Distribution Trustee shall withhold and pay over to the appropriate taxing authority any amount required to be withheld from any payment made pursuant to this Distribution Trust Agreement or the Plan. Any tax withheld shall be treated as distributed to the GUC Distribution Trust Beneficiary for purposes of this Distribution Trust Agreement. The GUC Distribution Trustee may require that each GUC Distribution Trust Beneficiary certify such GUC Distribution Trust Beneficiary's taxpayer identification number, and that payments to such GUC Distribution Trust Beneficiary are exempt from backup withholding. The GUC Distribution Trustee may condition payment to a GUC Distribution Trust Beneficiary on prior receipt of such information.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Definitions. Unless the context otherwise requires, a capitalized term used but not defined herein shall have the meaning given to such term in the Plan.

Section 9.2 Descriptive Headings. The headings contained in this Distribution Trust Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Distribution Trust Agreement.

Section 9.3 Amendment. Any substantive provision of this Distribution Trust Agreement may be materially amended or waived by the GUC Distribution Trustee with the prior written consent of a majority of the GUC Liquidation Trust Board or by order of the Bankruptcy Court; provided, however, that no change may be made to this Distribution Trust Agreement that would (a) be in contravention of the Plan or the Confirmation Order; or (b) adversely affect the (i) distributions to any of the GUC Distribution Trust Beneficiaries; or (ii) federal income tax status of the GUC Distribution Trust as a "grantor trust." Technical or non-material amendments to or waivers of portions of this Distribution Trust Agreement may be made as reasonably necessary, to clarify this Distribution Trust Agreement or to enable the GUC Distribution Trust to effectuate the terms of this Agreement, with the consent of the GUC Distribution Trustee in consultation with the GUC Liquidation Trust Board.

Section 9.4 Governing Law. This Distribution Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction.

Section 9.5 Counterparts; Effectiveness. This Distribution Trust Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Distribution Trust Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

Section 9.6 Severability; Validity. If any provision of this Distribution Trust Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Distribution Trust Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Distribution Trust Agreement are agreed to be severable.

Section 9.7 No Waiver by GUC Distribution Trustee. No failure by the GUC Distribution Trustee to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof, or of any other right, power or privilege.

Section 9.8 Preservation of Privilege and Defenses. In connection with the rights, claims, and any objections to Disputed Class 4 Claims prosecuted or resolved by the GUC Distribution Trustee in accordance with the Plan, the GUC Distribution Trustee may request copies of any documents and other information gathered, and relevant work product developed, by the Debtors' counsel and financial advisor during the Chapter 11 Cases in connection with its investigation of Disputed Class 4 Claims, 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).

Section 9.9 Notices. Any notice or other communication hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of five (5) Business Days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

If the Distribution Trustee, to:

Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC
GUC Distribution Trustee
Riveron RTS, LLC
265 Franklin Street, 10th Floor
Boston, Massachusetts 02110
Email: Shaun.Martin@riveron.com

With a copy to:

Womble Bond Dickinson (US) LLP
Attn.: Matthew Ward, Esq.
1313 North Market Street, Suite 1200
Wilmington, Delaware 19801
Email: Matthew.Ward@wbd-us.com

Section 9.10 Irrevocability. The GUC Distribution Trust is irrevocable.

Section 9.11 Relationship to Plan. The GUC Distribution Trustee shall have full power and authority to take any action consistent with the purposes and provisions of the Plan. However, in the event that the provisions of this Distribution Trust Agreement are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control.

Section 9.12 Retention of Jurisdiction. As provided in Article X of the Plan, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Plan, including, but not limited to, interpreting and implementing the provisions of this Distribution Trust Agreement.

Section 9.13 Successors or Assigns. The terms of the Distribution Trust Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Distribution Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized representatives all as of the date first above written.

TECT AEROSPACE GROUP HOLDINGS, INC.

By: _____

Title: _____

TECT AEROSPACE KANSAS HOLDINGS, LLC

By: _____

Its: _____

TECT AEROSPACE HOLDINGS, LLC

By: _____

Its: _____

TECT AEROSPACE WELLINGTON INC.

By: _____

Its: _____

TECT AEROSPACE, LLC

By: _____

Its: _____

TECT HYPERVELOCITY, INC.

By: _____

Its: _____

SUN COUNTRY HOLDINGS, LLC

By: _____

Its: _____

and

Shaun Martin, in his capacity as Senior Managing
Director at Riveron RTS, LLC

Solely as GUC Distribution Trustee

By: _____

Exhibit B-2

Blackline

GUC DISTRIBUTION TRUST AGREEMENT

This GUC Distribution Trust Agreement (the “**Distribution Trust Agreement**”) is being entered into as of March [], 2022, by and between TECT Aerospace Group Holdings, Inc., TECT Aerospace Kansas Holdings, LLC, TECT Aerospace Holdings, LLC, TECT Aerospace Wellington Inc., TECT Aerospace, LLC, TECT Hypervelocity, Inc., and Sun Country Holdings, LLC (collectively, the “**Debtors**”), as debtors and debtors-in-possession in the chapter 11 cases jointly administered and pending in the United States Bankruptcy Court for the District of Delaware, (the “**Bankruptcy Court**”), and Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC (“**Martin**”), solely in his capacity as trustee under this Distribution Trust Agreement (the “**GUC Distribution Trustee**”), in connection with the establishment of that certain common law trust (the “**GUC Distribution Trust**”) pursuant to Article IV.G of the *Joint Chapter ~~11~~ Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* (the “**Plan**”),¹ which was confirmed by the Bankruptcy Court’s order, entered on the docket of the Debtors’ chapter 11 cases on March [], 2022 [Docket No. []] (the “**Confirmation Order**”) and provides, *inter alia*, for:

(a) The transfer (the “**Transfer**”) of all right, title and interest of the Debtors in the GUC Distribution Trust Assets to the GUC Distribution Trust on the Effective Date for distribution to the Holders of Allowed Class 4 Claims and Allowed Class 5 Claims of the Debtors (the “**GUC Distribution Trust Beneficiaries**”) pursuant to and in accordance with this Distribution Trust Agreement, the Plan and the Confirmation Order;

(b) The treatment of the Transfer for U.S. federal income tax purposes as the transfer of the GUC Distribution Trust Assets by the Debtors to the GUC Distribution Trust Beneficiaries followed by the transfer of such assets by the GUC Distribution Trust Beneficiaries to the GUC Distribution Trust in exchange for their respective beneficial interests therein;

(c) The treatment for all purposes, including U.S. federal income tax purposes, of the GUC Distribution Trust Beneficiaries as the deemed owners of their respective GUC Distribution Trust Assets and as the grantors of the GUC Distribution Trust;

(d) The treatment of the GUC Distribution Trust as a grantor trust for U.S. federal income tax purposes;

(e) The valuation of the GUC Distribution Trust Assets by the GUC Distribution Trustee and the use of such valuations by the GUC Distribution Trustee and the GUC Distribution Trust Beneficiaries for all U.S. federal income tax purposes;

(f) The management of the GUC Distribution Trust Assets by the GUC Distribution Trustee, in consultation with the GUC Distribution Trust Board; and

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Plan.

(g) The distribution of the GUC Distribution Trust Assets or the proceeds thereof to the GUC Distribution Trust Beneficiaries as set forth in the Plan, the Confirmation Order and this Distribution Trust Agreement.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order and in consideration of the mutual agreements of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I DECLARATION OF TRUST

Section 1.1 Purpose of the GUC Distribution Trust. Each Debtor and the GUC Distribution Trustee, pursuant to the Plan and the Confirmation Order and in accordance with the Bankruptcy Code, applicable tax statutes, rules and regulations, to the extent incorporated in this Distribution Trust Agreement, hereby settle the GUC Distribution Trust on behalf of and for the sole benefit of the GUC Distribution Trust Beneficiaries and for the sole purpose of liquidating the GUC Distribution Trust Assets and distributing the GUC Distribution Trust Assets or proceeds thereof to the GUC Distribution Trust Beneficiaries pursuant to the Plan and in accordance with Treas. Reg. § 301.7701-4(d). The GUC Distribution Trust has 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 sole purpose of the GUC Distribution Trust. It shall not be the objective or purpose of this GUC Distribution Trust to, and the GUC Distribution Trustee shall have no authority to, conduct a trade or business except as reasonable and necessary to, and consistent with, the liquidation of the GUC Distribution Trust Assets. In particular, the GUC Distribution Trust, through the GUC Distribution Trustee, will do the following: (a) accept and hold all GUC Distribution Trust Assets for the benefit of the GUC Distribution Trust Beneficiaries; (b) review, reconcile, settle, or object to Disputed Class 4 Claims and resolve such objections; (c) calculate and make distributions to GUC Distribution Trust Beneficiaries; (d) take all actions and executing all agreements, certificates, instruments, and other documents necessary to implement the provisions of the Plan, the Confirmation Order and this Distribution Trust Agreement; (e) retain professionals and other agents; and (f) take such steps as are reasonable and necessary to accomplish the GUC Distribution Trust's purpose, all as provided in, and subject to the terms and provisions of, the Plan, the Confirmation Order and this Distribution Trust Agreement. The GUC Distribution Trust Assets shall be held for the exclusive and sole benefit of the GUC Distribution Trust Beneficiaries and shall only be used to fund distributions to such GUC Distribution Trust Beneficiaries in accordance with the Plan and to fund payment of costs, fees, and expenses incurred in connection with the administration of the GUC Distribution Trust.

Section 1.2 Rights of Debtors. Except as otherwise provided herein, the Debtors shall have no claim to or right or interest in, whether direct, residual, contingent or otherwise, in the GUC Distribution Trust Assets once such assets have been transferred to the GUC Distribution Trust.

Section 1.3 Name of the GUC Distribution Trust. The GUC Distribution Trust established hereby shall be known as the **"TECT GUC Distribution Trust."** In connection with

the exercise of its powers, the GUC Distribution Trustee may use the name or such variation thereof as it sees fit, and may transact the affairs of the GUC Distribution Trust in such name.

Section 1.4 Transfer of GUC Distribution Assets to Create GUC Distribution Trust. Effective as of the Effective Date, the Debtors hereby irrevocably grant, release, transfer, convey, assign and deliver to the GUC Distribution Trustee and its successors all of the Debtors' right, title and interest in the GUC Distribution Trust Assets, to be held in trust and to be applied as specified in the Plan, the Confirmation Order, and this Distribution Trust Agreement. Through the Transfer of the GUC Distribution Trust Assets and except as otherwise provided herein or in the Plan, the GUC Distribution Trust has the sole and exclusive right, title and interest in and possession of the GUC Distribution Trust Assets.

Section 1.5 GUC Distribution Trust Expenses. GUC Distribution Trust Expenses shall include 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 this 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 of the Plan and the terms of this 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. In the event that the total amount of GUC Distribution Trust Expenses is less than the GUC Distribution Trust Assets, such remaining assets shall constitute GUC Distributable Assets and shall be distributed in accordance with the Plan and this Distribution Trust Agreement. In the event that the GUC Claims Determination Fund is not used to satisfy GUC Distribution Expenses, it will become GUC Distributable Assets for distribution in accordance with the Plan and this Distribution Trust Agreement.

Section 1.6 Estate Representative and Exclusive Trustee. 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. The powers, rights and responsibilities of the GUC Distribution Trustee are set forth herein and will include the authority and responsibility to take, among other actions set forth herein, those ~~the~~ actions contemplated by Article IV.G.1.c of the Plan. The GUC Distribution Trustee will distribute the GUC Distribution Trust Assets in accordance with the provisions of the Plan, the Confirmation Order, and this Distribution Trust Agreement.

Section 1.7 Acceptance by GUC Distribution Trustee. The GUC Distribution Trustee hereby accepts and confirms the following: (a) the appointment to serve as GUC

Distribution Trustee; (b) the Transfer of the GUC Distribution Trust Assets, and all right, title and interest therein, to the GUC Distribution Trust; and (c) the obligations and duties imposed on it by the Plan, the Confirmation Order, and this Distribution Trust Agreement. The GUC Distribution Trustee agrees to administer and distribute the GUC Distribution Trust Assets and the income derived therefrom to the GUC Distribution Trust Beneficiaries, and to reconcile, administer, object to, and satisfy Disputed Class 4 Claims pursuant to the terms of the Plan, the Confirmation Order and this Distribution Trust Agreement; provided, however, for the avoidance of doubt, that the GUC Distribution Trustee shall not be responsible for reconciling and administering Disputed Class 5 Claims other than satisfying Allowed Class 5 Claims once reconciled by the Liquidation Trust, in accordance with the Liquidation Trust Agreement and the Plan.

ARTICLE II GUC DISTRIBUTION BOARD OF GOVERNORS

Section 2.1 Appointment of the GUC Distribution Trust Board. In accordance with the Plan, upon the Effective Date, the GUC Distribution Trust Board shall be constituted and will be comprised of three governors (each, a “**Governor**” or “**Board Governor**”). The initial Governors shall be: (a) John Mullen of Wm. F. Hurst Co., LLC; (b) Richard Bernard, Esq., as representative of Mecadaq Tarnos; and (c) Charles G. Adams. Each of the Governors of the GUC Distribution Trust Board shall exercise due care, loyalty and good faith in overseeing the GUC Distribution Trust, including recusal from any determinations that would present a conflict of interest.

Section 2.2 Duties of the GUC Distribution Trust Board. 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 Claims and Allowed 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, the Confirmation Order, or this Distribution Trust Agreement. Any decision made by the GUC Distribution Trust Board will be made by majority vote of the Board Governors.

Section 2.3 Board Reports. For so long as the Class 4 Claims reconciliation process will continue or as otherwise agreed to by the GUC Distribution Trustee and the GUC Distribution Trust Board, 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 and as otherwise set forth herein.

Section 2.4 Compensation of the GUC Distribution Trust Board Governors. Board Governors will not be compensated, but the GUC Distribution Trust will pay the reasonable and documented costs and expenses of the Board Governors in the ordinary course without further order of the Bankruptcy Court; provided, however, that the Board Governors’ reimbursable costs and expenses shall not include any attorneys’ fees.

Section 2.5 Removal/Resignation of GUC Distribution Trust Board Governor:

Any person serving as a Board Governor of the GUC Distribution Trust Board may be removed at any time for cause by a majority of the GUC Distribution Trust Board. For purposes of this Section 2.5, “cause” shall mean: (a) the intentional wrongful damage to the GUC Distribution Trust Assets, or (b) gross negligence or willful misconduct in the performance of Board Governor duties under the Plan or this Distribution Trust Agreement.

Any person serving as a Board Governor may resign at any time on written notice to ~~Boeing~~, all of the Governors of the GUC Distribution Trust Board, the GUC Distribution Trustee, the U.S. Trustee and the Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation (b) the date that is 30 days after the date such notice is filed with the Bankruptcy Court and served on ~~Boeing~~, all of the Governors of the GUC Distribution Trust Board, the GUC Distribution Trustee, and the U.S. Trustee and (c) appointment of a successor Board Governor.

Section 2.6 Successor Board Governor: Upon the resignation, death, incapacity or removal of a Board Governor, a successor Board Governor shall be appointed upon the majority vote of the remaining Board Governors and the GUC Distribution Trustee. To the extent that the GUC Distribution Board cannot agree to a successor Board Governor within sixty (60) days after a vacancy, the successor Board Governor shall be appointed by the Bankruptcy Court upon motion by the GUC Distribution Trustee. Until a successor Board Governor has been appointed, the GUC Distribution Trust Board shall operate with (2) Board Governors. The GUC Distribution Trustee shall file a notice on the docket regarding any reconstitutions of the GUC Distribution Trust Board.

ARTICLE III TERMINATION OF TRUST

Section 3.1 Maximum Term. The GUC Distribution Trust shall dissolve upon the earlier of (a) the occurrence of the complete liquidation, administration and distribution of its assets in accordance with the Plan and the full performance of all other duties and functions set forth in the Plan, the Confirmation Order, and this Distribution Trust Agreement, or (b) the fifth (5th) anniversary of the Effective Date (the “**Initial GUC Distribution Trust Term**”), unless the Bankruptcy Court approves an extension based upon a finding that such extension is necessary for the GUC Distribution Trust to complete its Claims resolution and liquidating purpose. If the Initial GUC Distribution Trust Term has not expired, the GUC Distribution Trustee may seek such an extension. The GUC Distribution Trustee may, if the Initial GUC Distribution Trust Term has expired, seek entry of an order from the Bankruptcy Court providing for a reinstatement and implementation of a supplemental GUC Distribution Trust term. For the avoidance of doubt, the GUC Distribution Trustee shall have the authority and standing to complete any actions commenced on behalf of the GUC Distribution Trust prior to its termination, including, but not limited to, the Claims reconciliation process.

Section 3.2 Winding Up and Discharge of the GUC Distribution Trustee. For purposes of winding up the affairs of the GUC Distribution Trust due to a dissolution pursuant to Section 3.1(a), the GUC Distribution Trustee shall continue to act as GUC Distribution Trustee until its duties have been fully discharged and all GUC Distribution Trust Assets have been distributed. Upon the completion of dissolution and windup, this Distribution Trust Agreement

shall terminate and the GUC Distribution Trustee, its agents, professionals and employees, if any, shall have no further duties or obligations hereunder, except as required by this Distribution Trust Agreement, the Plan, the Confirmation Order or applicable law concerning the termination of a trust.

Section 3.3 Unclaimed and Undeliverable Distributions. All unclaimed payments or distributions made to Holders of Allowed Class 4 Claims and Allowed Class 5 Claims under the Plan on behalf of the Debtors, including but not limited to, unnegotiated checks or drafts, shall revert, within 180 days after the later of (a) the Effective Date and (b) the last date on which a distribution was delivered to such Holder of an Allowed Class 4 Claim and Allowed Class 5 Claim, as applicable, to the GUC Distribution Trustee to be redistributed pursuant to the Plan, and shall be forfeited as to the affected Holders of Allowed Class 4 Claims and Allowed Class 5 Claims. Any Holder of Allowed Class 4 Claims and Allowed Class 5 Claims whose payment is forfeited under this provision will thereafter be treated as having a Disallowed Claim. At such time as the GUC Distribution Trustee has declared and made the final Distribution to GUC Distribution Trust Beneficiaries, and when six months from that final Distribution is made, any unclaimed funds shall be deemed forfeited by the creditor not claiming such funds. Thereafter, the GUC Distribution Trustee shall be authorized to distribute any such remaining unclaimed funds to any not-for-profit tax exempt institution of the GUC Distribution Trustee's choice in accordance with Article VI.B.2.a of the Plan.

ARTICLE IV OBLIGATIONS OF THE GUC DISTRIBUTION TRUSTEE

Section 4.1 Establishment and Maintenance of Accounts and Reserves. On the Effective Date, or as soon thereafter as practicable, the GUC Distribution Trustee shall establish accounts and reserves in amounts reasonably necessary to maintain and administer the GUC Distribution Trust. Changes in the amounts maintained in any account or reserve may be made at any time thereafter in the reasonable discretion of the GUC Distribution Trustee.

Section 4.2 Disputed Claims Reserve.

(a) Within sixty (60) days of the Effective Date, the GUC Distribution Trustee will establish a Disputed Claims Reserve for any Disputed General Unsecured Claims, which reserves will be administered by the GUC Distribution Trustee. 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).

(b) After a Final Order has been entered or other final resolution has been reached with respect to any given Disputed General Unsecured Claim for which cash was reserved in the Disputed Claims Reserve, the balance, if any, of cash remaining in such Disputed Claims Reserve on account of such Disputed General Unsecured Claim, after making any distribution to which the holder of such Disputed General Unsecured Claim may have become entitled by virtue of such Final Order or other final resolution, shall be transferred to any other account established by the GUC Distribution Trustee for the GUC Distribution Trust.

Section 4.3 Use of Assets. All cash or other property held or collected by the GUC Distribution Trustee shall be used solely for the purposes contemplated by the Plan or this Distribution Trust Agreement.

Section 4.4 Objection Deadline. The GUC Distribution Trustee will file all objections to Disputed Class 4 Claims on or before the Claims Objection Bar Date, as such date may be extended by further order of the Bankruptcy Court.

Section 4.5 Distributions. On the last Business Day of the month following the end of each calendar quarter after the Effective Date (the “**Quarterly Distribution Date**”), the GUC Distribution Trustee will make all Distributions that become deliverable to Holders of Allowed Class 4 and Allowed Class 5 Claims during the preceding calendar quarter; provided, however, that if the GUC Distribution Trustee determines that the amount of any quarterly Distribution is too small to justify the administrative costs associated with such Distribution, the GUC Distribution Trustee may postpone such quarterly Distribution until the next Quarterly Distribution Date. Notwithstanding the above, and to the extent practicable, the GUC Distribution Trustee shall distribute the GUC Distribution Trust’s net income, at least annually, to the GUC Distribution Trust Beneficiaries, except for amounts retained as reasonably necessary to maintain the value of the GUC Distribution Trust Assets or to meet Class 4 and Class 5 Claims and contingent liabilities (including Disputed General Unsecured Claims). 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 shall be paid by the Liquidation Trust until Class 3 Claims are satisfied.

ARTICLE V POWERS AND DUTIES OF THE GUC DISTRIBUTION TRUSTEE

Section 5.1 Duties of GUC Distribution Trustee. The GUC Distribution Trustee shall have such duties and responsibilities as are specified in the Plan, the Confirmation Order and this Distribution Trust Agreement.

Section 5.2 Authority of GUC Distribution Trustee. The GUC Distribution Trust and the GUC Distribution Trustee shall be vested with the property, rights, interests, and powers of the Debtors transferred to the GUC Distribution Trust, as specified in the Plan or the Confirmation Order. 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 actions 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 this Distribution Trust Agreement including, without limitation, all of the following:

(a) to hold legal title to any and all rights of the GUC Distribution Trust Beneficiaries in or arising from the GUC Distribution Trust Assets, including, without limitation, collecting and receiving any and all money and other property belonging to the GUC Distribution Trust;

(b) to perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, (i) commencing, prosecuting or settling causes of action, (ii) enforcing contracts, and (iii) asserting claims, defenses, offsets and privileges, (iv) interposing and prosecuting objections to Class 4 Claims;

(c) receive, control, manage and dispose of all GUC Distribution Trust Assets for the benefit of the GUC Distribution Trust Beneficiaries;

(d) act as custodian of the GUC Distribution Trust Assets and liquidate and reduce such assets to cash at such time as the GUC Distribution Trustee deems appropriate to accomplish the purpose of the GUC Distribution Trust, in accordance with the terms of the Plan, [the Confirmation Order](#) and this Distribution Trust Agreement;

(e) calculate and pay all distributions required or permitted to be made from the GUC Distribution Trust Assets under the Plan, this Distribution Trust Agreement and/or orders of the Bankruptcy Court;

(f) subject to the provisions of the Plan and this Distribution Trust Agreement, establish, fund, and/or administer the Disputed Claims Reserve and such other reserves and accounts as may be authorized by this Distribution Trust Agreement, the Plan, or order of the Bankruptcy Court;

(g) employ, supervise and compensate attorneys, accountants, financial advisors, Third Party Disbursing Agents, and other professionals or other persons retained to represent the interests of and serve on behalf of the GUC Distribution Trust (the “**Trust Professionals**”) and waive any conflicts of interest as deemed necessary or appropriate in its sole discretion. The GUC Distribution Trustee may commit the GUC Distribution Trust to and shall pay such Trust Professionals’ reasonable compensation for services rendered and expenses incurred. A law firm or other professional shall not be disqualified from being employed by the GUC Distribution Trustee solely because of its current or prior retention as counsel or professional to the Debtors or the [Creditors’](#) Committee in the Chapter 11 Cases;

(h) causing the tax returns described in Section 8.4 to be prepared and filed in the manner described therein including, but not limited to, by retaining any Trust Professional to prepare and file any tax and information returns required with respect to the GUC Distribution Trust, making any tax elections for the GUC Distribution Trust, managing any tax audits or controversies relating to the Trust, paying taxes on behalf of the GUC Distribution Trust, and causing the GUC Distribution Trust to withhold from the amount distributable to any person to the extent required by law to do so;

(i) object to, assert counterclaims to, or seek to recharacterize, reclassify or subordinate Class 4 Claims filed against any of the Debtors and compromise and settle, abandon or dismiss any and all Disputed Class 4 Claims in accordance with the terms of the Plan;

(j) seek estimation of contingent or unliquidated Class 4 Claims under section 502(c) of the Bankruptcy Code;

(k) seek determination of tax liability of the GUC Distribution Trust under section 505 of the Bankruptcy Code;

(l) pay all expenses and make other necessary payments relating to the GUC Distribution Trust Assets consistent with the terms of the Plan, Confirmation Order, and/or this Distribution Trust Agreement;

(m) assert any privilege or defense of the Debtors related to the GUC Distribution Trust Assets or waive, ~~with the consent of the GUC Distribution Trustee,~~ any privilege or defense of the Debtors related to the GUC Distribution Trust Assets;

(n) perform any and all acts necessary or appropriate for the conservation and protection of the GUC Distribution Trust Assets;

(o) dissolve the GUC Distribution Trust;

(p) exercise all powers and rights, and take all actions contemplated by or provided for under this Distribution Trust Agreement; and

(q) take any and all other actions necessary or appropriate to implement or consummate the Plan and the provisions of this Distribution Trust Agreement.

Section 5.3 Limitations on the GUC Distribution Trustee. Notwithstanding anything in this Distribution Trust Agreement to the contrary, the GUC Distribution Trustee, in its capacity as such, shall not do or undertake any of the following: (i) guaranty any debt; (ii) loan GUC Distribution Trust Assets; (iii) purchase GUC Distribution Trust Assets from the GUC Distribution Trust; (iv) transfer GUC Distribution Trust Assets to another trust with respect to which the GUC Distribution Trustee serves as trustee; (v) take, or fail to take, any action that would jeopardize treatment of the GUC Distribution Trust as a “liquidating trust” for U.S. federal income tax purposes; or (vi) except as otherwise reasonably necessary to maintain the value of the GUC Distribution Trust Assets and to further the liquidating purpose of the GUC Distribution Trust, invest GUC Distribution Trust Assets other than in short-term, liquid investments, such as bank demand and time deposits, short-term bank or saving institution certificates of deposit or Treasury Bills in accordance with IRS Rev. Proc. 94-45.

Section 5.4 GUC Distribution Trustee and Conflicts of Interest. If the GUC Distribution Trustee determines, in the exercise of its reasonable discretion, that it has a material conflict of interest with respect to the settlement of a Claim, the resolution or prosecution of a Cause of Action, or any other matter, the GUC Distribution Trustee, in consultation with the GUC Distribution Trust Board, may select a designee to act on behalf of the GUC Distribution Trust solely with respect to such matter (the “**Designee**”), with such Designee’s authority to act on behalf of the GUC Distribution Trust to terminate upon the matter’s conclusion. If the Designee files a pleading, motion or other filing with a court or tribunal on behalf of the GUC Distribution Trust, it shall do so in its own name as “Designee of the TECT GUC Distribution Trust.”

Section 5.5 Register of GUC Distribution Trust Beneficiaries. The Debtors shall provide the GUC Distribution Trustee with a register of the names, addresses and amounts of Allowed Class 4 Claims of the GUC Distribution Trust Beneficiaries (the “**Register**”) within

fourteen (14) days after occurrence of the Effective Date. Thereafter, from time to time, if and when any Disputed Class 5 Claims become Allowed, if at all, the Liquidation Trustee shall provide to the GUC Distribution Trustee the names, addresses and amounts of such Allowed Class 5 Claims. The Register will be maintained by the GUC Distribution Trustee, and changes thereto will be made upon notification proper under this Distribution Trust Agreement submitted to the GUC Distribution Trustee. The GUC Distribution Trustee shall not be liable for relying on the accuracy of the Register, provided that he has properly maintained the Register in accordance with this Distribution Trust Agreement.

Section 5.6 Books and Records. The GUC Distribution Trustee also shall maintain in respect of the GUC Distribution Trust and the GUC Distribution Trust Beneficiaries, books and records relating to the GUC Distribution Trust Assets and income realized therefrom and the payment of expenses of and claims against or assumed by the GUC Distribution Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. Such books and records shall be maintained in a manner consistent with the Plan and this Distribution Trust Agreement. Except as expressly provided in this Distribution Trust Agreement, the Plan or the Confirmation Order, nothing in the Distribution Trust Agreement is intended to require the GUC Distribution Trustee to file any accounting or seek approval of any court with respect to the administration of the GUC Distribution Trust, or as a condition for making any payment or distribution out of the GUC Distribution Trust Assets.

Section 5.7 Final Accounting of GUC Distribution Trustee. The GUC Distribution Trustee shall within ninety (90) days after the termination of the GUC Distribution Trust or its resignation, removal, or liquidation (in which case, the obligation contained in this Section shall pass to the successor GUC Distribution Trustee (the “**Successor GUC Distribution Trustee**”), render a final accounting containing at least the following information:

- (a) A description of the GUC Distribution Trust Assets and their disposition;
- (b) A summarized accounting in sufficient detail of all gains, losses, receipts, disbursements and other transactions in connection with the GUC Distribution Trust and the GUC Distribution Trust Assets during the GUC Distribution Trustee’s term of service, including their source and nature;
- (c) Separate entries for all receipts of principal and income;
- (d) The ending balance of all GUC Distribution Trust Assets as of the date of the GUC Distribution Trustee’s accounting, including the cash balance on hand and the name and location of the depository where it is kept;
- (e) All known liabilities owed by the GUC Distribution Trust; and
- (f) The then current Register of Allowed and Disputed Class 4 Claims, and those Disputed Class 5 Claims that have become Allowed Class 5 Claims.

ARTICLE VI LIABILITY OF GUC DISTRIBUTION TRUSTEE

Section 6.1 Appointment. The GUC Distribution Trustee is serving solely in the capacity as GUC Distribution Trustee of the GUC Distribution Trust and not otherwise.

Section 6.2 Resignation. The GUC Distribution Trustee may resign by giving not less than sixty (60) days' prior written notice thereof to all of the Governors of the GUC Distribution Trust Board, the Bankruptcy Court, and the U.S. Trustee ~~and Boeing~~; provided, however, such resignation shall not become effective until the appointment of a Successor GUC Distribution Trustee by the GUC Distribution Trust Board in accordance with Section 6.4 hereof. Notwithstanding the foregoing, if the successor GUC Distribution Trustee has not been appointed within sixty (60) days following delivery of notice of resignation, the resigning GUC Distribution Trustee may petition the Bankruptcy Court for the appointment of a successor. If a GUC Distribution Trustee resigns from its position hereunder, subject to a final accounting, such GUC Distribution Trustee shall be entitled to all accrued but unpaid fees, expenses, and other compensation to the extent incurred, arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the Successor GUC Distribution Trustee.

Section 6.3 Removal. Any person serving as the GUC Distribution Trustee may be removed, only for cause, by majority vote of the GUC Distribution Trust Board, and replaced by an order of the Bankruptcy Court. The removal shall be effective on the date specified in the applicable Bankruptcy Court order. For purposes of this Section 6.3, "cause" shall mean: (a) an act of fraud, embezzlement, or theft in connection with the GUC Distribution Trustee's duties or in the course of its employment in such capacity, (b) the intentional wrongful damage to the GUC Distribution Trust Assets, (c) the intentional wrongful disclosure of confidential information of the GUC Distribution Trust resulting in material harm to the GUC Distribution Trust, or (d) gross negligence or willful misconduct by the GUC Distribution Trustee in connection with the performance of its duties under this Distribution Trust Agreement. Unless the GUC Distribution Trust Board requires or the Bankruptcy Court orders immediate removal, the GUC Distribution Trustee shall continue to serve until a Successor GUC Distribution Trustee is appointed, and such appointment becomes effective, in accordance with Section 6.4 hereof. If the GUC Distribution Trustee is removed for cause, such GUC Distribution Trustee shall not be entitled to any accrued but unpaid fees, expenses or other compensation under this Distribution Trust Agreement or otherwise. If the GUC Distribution Trustee is unwilling or unable to serve for any other reason whatsoever other than for "cause," subject to a final accounting, such GUC Distribution Trustee shall be entitled to all accrued but unpaid fees, expenses, and other compensation, to the extent incurred, arising or relating to events occurring before its removal or resignation, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any Successor GUC Distribution Trustee.

Section 6.4 Appointment of Successor GUC Distribution Trustee. Upon the death, dissolution, liquidation, resignation, incapacity, or removal of the GUC Distribution Trustee, the GUC Distribution Trust Board shall be vested with the authority to appoint the Successor GUC Distribution Trustee consistent with the best interests of the GUC Distribution Trust Beneficiaries. To the extent that the GUC Distribution Board cannot agree to a Successor GUC Distribution

Trustee within sixty (60) days after a vacancy, ~~the successor trustee shall be designated by any Governor of the GUC Distribution Board may file a motion with~~ the Bankruptcy Court for the designation of a Successor GUC Distribution Trustee. Every Successor GUC Distribution Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and the GUC Distribution Trust Board an instrument accepting such appointment subject to the terms and provisions hereof. The Successor GUC Distribution Trustee, without any further act, shall become vested with all the rights, powers and duties of the GUC Distribution Trustee; provided, however, no GUC Distribution Trustee shall be liable for the acts or omissions of any prior or later GUC Distribution Trustee.

Section 6.5 Continuity. The resignation or removal of the GUC Distribution Trustee shall not terminate the GUC Distribution Trust or revoke any existing agency (other than any agency of such GUC Distribution Trustee as a GUC Distribution Trustee) created pursuant to this Distribution Trust Agreement or invalidate any action theretofore taken by the GUC Distribution Trustee, and the Successor GUC Distribution Trustee agrees that the provisions of the Distribution Trust Agreement shall be binding on and inure to the benefit of each Successor GUC Distribution Trustee and all its heirs and legal and personal representatives, successors or assigns. In the event of the resignation or removal of the GUC Distribution Trustee, such GUC Distribution Trustee shall (a) execute and deliver by the effective date of its resignation or removal such documents, instruments and other writings as may be reasonably required to effect the termination of such GUC Distribution Trustee's capacity under this Distribution Trust Agreement and (b) assist and cooperate in effecting the assumption of such GUC Distribution Trustee's obligations and functions by the Successor GUC Distribution Trustee. If, for any reason, the GUC Distribution Trustee fails to execute the documents described in clause (a) of the preceding sentence, the Bankruptcy Court may enter such orders as are necessary to effect termination of such GUC Distribution Trustee's capacity under this Distribution Trust Agreement, including the appointment of the Successor GUC Distribution Trustee as attorney-in-fact for the GUC Distribution Trustee for the limited purpose of executing such documents.

Section 6.6 Compensation. The GUC Distribution Trustee shall be compensated by the Liquidation Trust. Any Trust Professionals or agents retained or utilized by the GUC Distribution Trustee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred, payable exclusively from the GUC Distribution Trust Assets; provided, however that, 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, shall be paid by the Liquidation Trust until Class 3 Claims are satisfied. After the Effective Date, the payment of the fees and expenses of the GUC Distribution Trustee and its agents, financial advisors, attorneys, consultants, independent contractors, representatives and other Trust Professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court; provided, however, such payment may only be paid from the GUC Distribution Trust Assets for all Trust Professionals, unless as otherwise set forth in this Distribution Trust Agreement. Any Successor GUC Distribution Trustee shall receive such reasonable compensation and reimbursement of expenses in the same manner as the initial GUC Distribution Trustee, payable in accordance with Plan and consistent with initial GUC Distribution Trustee. The Trust Professionals shall transmit all invoices detailing their services and expenses to the GUC Distribution Trustee and the Board Governors. The GUC Distribution

Trustee and the Board Governors shall have ten (10) business days after receipt of such invoices to notify the Trust Professional of an objection to such invoice. If no objection to the invoice is made, the GUC Distribution Trustee shall be authorized to provide payment to the Trust Professional. If objection is made to an invoice the GUC Distribution Trustee and Trust Professional shall attempt to reach an amicable resolution to the dispute, but if no resolution is made within thirty (30) days from the date such objection is made, the Trust Professional may submit the dispute to the Bankruptcy Court for determination of the appropriate amount to be paid. Notwithstanding the foregoing, the GUC Distribution Trustee may pay the Trust Professional all undisputed fees pending Bankruptcy Court resolution of any disputed fees. At least quarterly, the GUC Distribution Trustee shall provide the GUC Distribution Trust Board with a report of all fees and expenses incurred by all Trust Professionals. 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 Debtors, the Liquidation Trust, or their respective assets.

Section 6.7 Indemnification; Limitation of Liability etc.

(a) The GUC Distribution Trust shall indemnify and hold harmless each of (i) the GUC Distribution Trustee, the Governors of the GUC Distribution Trust Board and (ii) the Trust Professionals and its/their heirs, legal representatives and permitted assigns (collectively, the “**Indemnified Parties**”), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including, but not limited to, attorneys’ fees, arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Distribution Trust Agreement, the Estates or the implementation or administration of the Plan, except to the extent it is finally determined by a final and non-appealable order from a federal court with competent jurisdiction within the District of Delaware that such Indemnified Party was grossly negligent, engaged in willful misconduct or fraud, or acted in bad faith or in a manner whereby such Indemnified Party knew or should have known to be not in, or opposed to, the best interests of the GUC Distribution Trust Beneficiaries, or, with respect to any criminal action or proceeding, had reasonable cause to believe its conduct was unlawful. Specifically, the GUC Distribution Trustee, the Governors of the GUC Distribution Trust Board and the Trust Professionals 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. To the extent the GUC Distribution Trust indemnifies and holds harmless the Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the GUC Distribution Trustee in monitoring and participating in the defense of the claims giving rise to the right of indemnification shall be payable exclusively from the GUC Distribution Trust Assets.

(b) Each of the Indemnified Parties, whether or not acting upon the advice of counsel, shall incur no liability because of any error of law or fact, mistake of judgment or any matter or thing done or omitted under this Distribution Trust Agreement except to the extent it is finally determined by a final and non-appealable order from a federal court with competent jurisdiction within the District of Delaware that such Indemnified Party was grossly negligent, engaged in willful misconduct or fraud, or acted in bad faith or in a manner whereby such Indemnified Party knew or should have known to be not in, or opposed to, the best interests of the GUC Distribution Trust Beneficiaries, or, with respect to any criminal action or proceeding, such Indemnified Party had reasonable cause to believe its conduct was unlawful. Anything done or suffered in good faith by an Indemnified Party in accordance with the advice of counsel which is

reasonably relied upon shall be conclusively decided in favor of such Indemnified Party against the GUC Distribution Trust or other interested party.

(c) Any Person acting on behalf of the GUC Distribution Trustee in his capacity as GUC Distribution Trustee or a Trust Professional shall not be liable for acts or defaults of any other person acting at any other time in any such capacity. Each Indemnified Party shall be protected and free from liability in acting upon any notice, request, consent, certificate, declaration, guarantee, affidavit or other paper or document or signature reasonably believed by it to be genuine and to have been signed by the proper party or parties or by the party or parties purporting to have signed the same.

(d) No provision of this Distribution Trust Agreement shall require any Indemnified Party to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, ~~if they shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to him.~~

Section 6.8 Insurance. The GUC Distribution Trustee ~~shall be~~ is hereby authorized to obtain all reasonably necessary insurance coverage for itself, the Governors of the GUC Distribution Trust Board, and the Trust Professionals, including, but not limited to, coverage with respect to (i) any property that is or may in the future become the property of the GUC Distribution Trust, and (ii) the liabilities, duties and obligations of the GUC Distribution Trustee and the Trust Professionals (in the form of an errors and omissions policy or otherwise), the latter of which insurance coverage may, at the sole option of the GUC Distribution Trustee, remain in effect for a reasonable period after the conclusion of the GUC Distribution Trustee's service, and the costs and expenses of such insurance coverage shall be an expense ~~for which the GUC Distribution Trustee is entitled to reimbursement hereunder and~~ exclusively payable from the GUC Distribution Trust Assets.

Section 6.9 Reliance by GUC Distribution Trustee. The GUC Distribution Trustee may rely, and shall be fully protected in acting or refraining from acting, if it relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the GUC Distribution Trustee reasonably believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of cables, telecopies, e-mails and telexes, to have been sent by the proper party or parties, and the GUC Distribution Trustee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. The GUC Distribution Trustee may consult with counsel and other professionals with respect to matters in their area of expertise (and the reasonable fees and expenses of such counsel shall be an expense for which the GUC Distribution Trustee is entitled to reimbursement hereunder), and any advice of counsel reasonably relied upon shall be full and complete authorization and protection in respect of any action taken or not taken by the GUC Distribution Trustee. The GUC Distribution Trustee shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon. The GUC Distribution Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Distribution Trust Agreement, the Plan, the Confirmation Order or any other document executed in connection therewith, and the GUC Distribution Trustee shall be entitled to rely upon such instructions in acting or failing to act

and shall not be liable for any act taken or not taken in reliance thereon. The GUC Distribution Trustee may rely upon the Debtors' filed schedules and statements of financial affairs and all other information provided by the Debtors or their representatives to the GUC Distribution Trustee concerning Claims filed against the Debtors, and their reconciliation and documents supporting such reconciliation.

Section 6.10 Reliance by Persons Dealing with the GUC Distribution Trustee. In the absence of actual knowledge to the contrary, any person dealing with the GUC Distribution Trustee shall be entitled to rely on the authority of the GUC Distribution Trustee to act on behalf of the GUC Distribution Trust and shall have no obligation to inquire into the existence of such authority.

ARTICLE VII BENEFICIARIES

Section 7.1 Beneficial Interest Only. The ownership of a beneficial interest in the GUC Distribution Trust shall not entitle any GUC Distribution Trust Beneficiary to any title in or to the GUC Distribution Trust Assets or to any right to call for a partition or division of the GUC Distribution Trust Assets or to require an accounting, except as specifically provided by this Distribution Trust Agreement.

Section 7.2 Evidence of Beneficial Interest. Ownership of a beneficial interest in the GUC Distribution Trust Assets shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the GUC Distribution Trust by the GUC Distribution Trustee.

Section 7.3 Registration of Beneficial Interest. The GUC Distribution Trustee shall cause the Register to be kept at its office or at such other place or places as may be designated by the GUC Distribution Trustee from time to time. The Register shall reflect the ownership of the beneficial interests of the GUC Distribution Trust Beneficiaries.

Section 7.4 Absolute Owners. The GUC Distribution Trustee may deem and treat the Beneficiaries reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for U.S. federal and state income tax purposes and for all other purposes whatsoever.

Section 7.5 Standing of GUC Distribution Trust Beneficiary. Except as expressly provided in the Distribution Trust Agreement, the Plan or the Confirmation Order, a GUC Distribution Trust Beneficiary does not have standing to direct the GUC Distribution Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the GUC Distribution Trust or the GUC Distribution Trust Assets.

Section 7.6 No Termination by Beneficiaries. The GUC Distribution Trust may not be terminated at any time by the GUC Distribution Trust Beneficiaries.

ARTICLE VIII TAXES

Section 8.1 Income Tax Treatment. Pursuant to and in accordance with the Plan, the Debtors, the GUC Distribution Trustee and the GUC Distribution Trust Beneficiaries shall treat the GUC Distribution Trust as a “liquidating trust” within the meaning of Treasury Regulation § 301.7701-4(d) and any comparable provision of state or local law. For U.S. federal income tax purposes, the Debtors, the GUC Distribution Trustee and the GUC Distribution Trust Beneficiaries shall treat the transfer of the GUC Distribution Trust Assets by the Debtors to the GUC Distribution Trust as the transfer of the GUC Distribution Trust Assets by the Debtors to the respective GUC Distribution Trust Beneficiaries, followed by the transfer of such assets by the GUC Distribution Trust Beneficiaries to the GUC Distribution Trust in exchange for their beneficial interests therein. The GUC Distribution Trust Beneficiaries shall be treated for tax purposes as the grantors and deemed owners of their respective shares of the GUC Distribution Trust Assets, and shall include in their taxable incomes their allocable share of each item of the GUC Distribution Trust’s income, gain, deduction, loss and credit. All items shall be allocated by the GUC Distribution Trustee to the GUC Distribution Trust Beneficiaries using any reasonable allocation method.

Section 8.2 Valuation of GUC Distribution Trust Assets. As soon as reasonably possible after the Effective Date, the GUC Distribution Trustee shall, in consultation with the GUC Distribution Trust Board, determine the fair market value of each GUC Distribution Trust Asset other than Cash based on a good faith determination and the advice of any professional retained by the Distribution Trustee for such purpose. The GUC Distribution Trustee shall then, as soon as reasonably possible after such determination, notify each GUC Distribution Trust Beneficiary of the value of such holder’s interest in the GUC Distribution Trust. The GUC Distribution Trustee and the Beneficiaries shall use such values consistently for all U.S. federal income tax purposes.

Section 8.3 Disputed Claims Reserve. The GUC Distribution Trustee may elect to treat the Disputed Claims Reserve for tax purposes as a discrete trust taxed as a “disputed ownership fund” described in Treasury Regulation § 1.468B-9, in which event no item of income, gain, deduction, loss or credit attributable to the GUC Distribution Trust Assets held in the Disputed Claims Reserve shall be taxed to a GUC Distribution Trust Beneficiary unless and until such GUC Distribution Trust Beneficiary receives a distribution from the Disputed Claims Reserve.

Section 8.4 Tax Returns. The GUC Distribution Trustee shall cause all tax returns required to be filed by the GUC Distribution Trust on the basis that the GUC Distribution Trust is a grantor trust pursuant to Treasury Regulation § 1.671-4(a) to be timely filed. If the GUC Distribution Trustee elects to treat the Disputed Claims Reserve as a disputed ownership fund, it shall cause all tax returns required to be filed by a disputed ownership fund to be timely filed. As soon as reasonably possible after the close of each calendar year, the GUC Distribution Trustee shall send each GUC Distribution Trust Beneficiary a statement setting forth such GUC Distribution Trust Beneficiary’s share of the GUC Distribution Trust’s income, gain, deduction, loss and credit for the year and shall instruct the holder to report all such items on his, her or its tax return for such year and pay any tax due with respect thereto. The out-of-pocket costs of preparing and filing tax returns on behalf of the GUC Distribution Trust and the payment of taxes or other obligations owed by the GUC Distribution Trust will be paid from (1) the \$25,000 paid

by the Liquidation Trust for reasonable fees or expenses that may be incurred by the GUC Distribution Trust as set forth in the Plan, and (2) to the extent that the \$25,000 paid by the Liquidation Trust has been depleted, the GUC Distribution Trust Assets. For the avoidance of doubt, the GUC Distribution Trust shall not be required to pay any reasonable compensation earned by the GUC Distribution Trustee in connection with preparing and filing tax returns on behalf of the GUC Distribution Trust.

Section 8.5 Tax Withholding. The GUC Distribution Trustee shall withhold and pay over to the appropriate taxing authority any amount required to be withheld from any payment made pursuant to this Distribution Trust Agreement or the Plan. Any tax withheld shall be treated as distributed to the GUC Distribution Trust Beneficiary for purposes of this Distribution Trust Agreement. The GUC Distribution Trustee may require that each GUC Distribution Trust Beneficiary certify such GUC Distribution Trust Beneficiary's taxpayer identification number, and that payments to such GUC Distribution Trust Beneficiary are exempt from backup withholding. The GUC Distribution Trustee may condition payment to a GUC Distribution Trust Beneficiary on prior receipt of such information.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Definitions. Unless the context otherwise requires, a capitalized term used but not defined herein shall have the meaning given to such term in the Plan.

Section 9.2 Descriptive Headings. The headings contained in this Distribution Trust Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Distribution Trust Agreement.

Section 9.3 Amendment. Any substantive provision of this Distribution Trust Agreement may be materially amended or waived by the GUC Distribution Trustee with the prior written consent of a majority of the GUC Liquidation Trust Board or by order of the Bankruptcy Court; provided, however, that no change may be made to this Distribution Trust Agreement that would (a) be in contravention of the Plan or the Confirmation Order; or (b) adversely affect the (i) distributions to any of the GUC Distribution Trust Beneficiaries; or (ii) federal income tax status of the GUC Distribution Trust as a "grantor trust." Technical or non-material amendments to or waivers of portions of this Distribution Trust Agreement may be made as reasonably necessary, to clarify this Distribution Trust Agreement or to enable the GUC Distribution Trust to effectuate the terms of this Agreement, with the consent of the GUC Distribution Trustee in consultation with the GUC Liquidation Trust Board.

Section 9.4 Governing Law. This Distribution Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction.

Section 9.5 Counterparts; Effectiveness. This Distribution Trust Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Distribution Trust Agreement shall

become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

Section 9.6 Severability; Validity. If any provision of this Distribution Trust Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Distribution Trust Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Distribution Trust Agreement are agreed to be severable.

Section 9.7 No Waiver by GUC Distribution Trustee. No failure by the GUC Distribution Trustee to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof, or of any other right, power or privilege.

Section 9.8 Preservation of Privilege and Defenses. In connection with the rights, claims, and any objections to Disputed Class 4 Claims prosecuted or resolved by the GUC Distribution Trustee in accordance with the Plan, the GUC Distribution Trustee may request copies of any documents and other information gathered, and relevant work product developed, by the Debtors' counsel and financial advisor during the Chapter 11 Cases in connection with its investigation of Disputed Class 4 Claims, 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).

Section 9.9 Notices. Any notice or other communication hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of five (5) Business Days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

If the Distribution Trustee, to:

Shaun Martin, in his capacity as Senior Managing Director at Riveron RTS, LLC
GUC Distribution Trustee

~~Winter Harbor~~ [Riveron RTS, LLC](#)

265 Franklin Street, 10th Floor

Boston, Massachusetts 02110

Email: Shaun.Martin@riveron.com

With a copy to:

Womble Bond Dickinson (US) LLP

Attn.: Matthew Ward, Esq.

1313 North Market Street, Suite 1200

Wilmington, Delaware 19801

Email: Matthew.Ward@wbd-us.com

Section 9.10 Irrevocability. The GUC Distribution Trust is irrevocable.

Section 9.11 Relationship to Plan. The GUC Distribution Trustee shall have full power and authority to take any action consistent with the purposes and provisions of the Plan. However, in the event that the provisions of this Distribution Trust Agreement are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control.

Section 9.12 Retention of Jurisdiction. As provided in Article X of the Plan, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Plan, including, but not limited to, interpreting and implementing the provisions of this Distribution Trust Agreement.

Section 9.13 Successors or Assigns. The terms of the Distribution Trust Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Distribution Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized representatives all as of the date first above written.

TECT AEROSPACE GROUP HOLDINGS, INC.

By: _____

Title: _____

TECT AEROSPACE KANSAS HOLDINGS, LLC

By: _____

Its: _____

TECT AEROSPACE HOLDINGS, LLC

By: _____

Its: _____

TECT AEROSPACE WELLINGTON INC.

By: _____

Its: _____

TECT AEROSPACE, LLC

By: _____

Its: _____

TECT HYPERVELOCITY, INC.

By: _____

Its: _____

SUN COUNTRY HOLDINGS, LLC

By: _____

Its: _____

and

Shaun Martin, in his capacity as Senior Managing
Director at Riveron RTS, LLC

~~As~~ Solely as GUC Distribution Trustee

By: _____