



Dated: December 31, 2014

Madeleine C. Wanslee
Madeleine C. Wanslee, Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

ELECTRIC TRANSPORTATION
ENGINEERING CORPORATION (d/b/a
ECOTALITY NORTH AMERICA), *et al.*,¹

Debtors.

Case No. 2:13-BK-16126 (MCW)

Chapter 11

Jointly Administered

**FINDINGS OF FACT, CONCLUSIONS OF
LAW AND ORDER (A) APPROVING THE
DEBTORS' DISCLOSURE STATEMENT ON A
FINAL BASIS AND (B) CONFIRMING THE
DEBTORS' JOINT CHAPTER 11 PLAN OF
REORGANIZATION**

Re: 692, 693, 753

This filing applies to:

- All Debtors
- Specified Debtors

¹ The Debtors in these jointly administered chapter 11 cases and the last four digits of their respective Employer Identification Numbers are: (i) ECotality, Inc. (5422); (ii) Electric Transportation Engineering Corporation (4755); (iii) ECotality Stores, Inc. (2643); (iv) ETEC North, LLC (n/a); (v) The Clarity Group, Inc. (8832); and (vi) G.H.V. Refrigeration, Inc. (4512). The Debtors' service address is ECotality, Inc., P.O. Box 20336, Phoenix, AZ 85036-0336.



1 Electric Transportation Engineering Corporation (d/b/a ECOTality North America) and its
2 above-captioned affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases
3 (collectively, the “*Debtors*”), having:¹

- 4 a. commenced, on September 16, 2013 (the “*Petition Date*”), the above-captioned
5 chapter 11 cases (the “*Chapter 11 Cases*”) by filing voluntary petitions for relief
6 under title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States
7 Bankruptcy Court for the District of Arizona (the “*Court*”);
- 8 b. operated their businesses and managed their properties during the Chapter 11 Cases
9 as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108;
- 10 c. filed, on or around the Petition Date, the *Declaration of H. Ravi Brar in Support of*
11 *First Day Pleadings* [Docket No. 28] (the “*First Day Declaration*”);
- 12 d. jointly proposed and filed the (i) *Debtors’ Joint Chapter 11 Plan of Reorganization*,
13 dated October 31, 2014 [Docket No. 693] (as modified, amended or supplemented
14 from time to time, the “*Plan*”) and (ii) *Disclosure Statement for Debtors’ Joint*
15 *Chapter 11 Plan of Reorganization*, dated October 31, 2014 [Docket No. 692] (the
16 “*Disclosure Statement*”);
- 17 e. filed, on July 1, 2014, the *Debtors’ Motion for Entry of an Order (A) Granting*
18 *Conditional Approval of Adequacy of Disclosure Statement, (B) Approving*
19 *Solicitation Materials and Procedures, (C) Approving Plan Confirmation Schedule,*
20 *(D) Setting Consolidated Hearing on Final Approval of Disclosure Statement and*
21 *Confirmation of Debtors’ Joint Chapter 11 Plan of Liquidation and (E) Granting*
22 *Related Relief* [Docket No. 606] (as modified, the “*Solicitation Motion*”);
- 23 f. distributed, on November 4, 2014, the Disclosure Statement and appropriate
24 Solicitation Packages, including those Ballots for those holders of Claims in Class 3
25 (General Unsecured Claims) entitled to vote on the Plan (the “*Voting Class*”), in
26 accordance with the terms of the Bankruptcy Code, the Federal Rules of Bankruptcy
27 Procedure (the “*Bankruptcy Rules*”) and the Local Rules of Bankruptcy Procedure
28 for the District of Arizona (the “*Local Rules*”) and as approved on a conditional basis
by order of this Court on October 31, 2014 [Docket No. 701] (the “*Disclosure*
Statement Order”) and as evidenced by the *Affidavit of Service of Andres A. Estrada*
re: Solicitation Packages and Final Disclosure Statement and Confirmation Hearing
Notice [Docket Nos. 707, 715] (as may be amended or supplemented, the
“*Solicitation Affidavit*”) and *Supplemental Affidavits of Service of Stephanie Delgado*
re: Solicitation Packages and Final Disclosure Statement and Confirmation Hearing
Notice [Docket Nos. 709, 716, 720 and 744] (which supplemental affidavits are
including in the definition of “Solicitation Affidavit”);

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, Disclosure Statement or Solicitation Motion (each, as defined below), as applicable. The rules of interpretation set forth in Article I.A of the Plan shall apply to this Confirmation Order.

- 1 g. served, on November 4, 2014, the (i) Final Disclosure Statement and Confirmation
2 Hearing Notice, (ii) Deemed to Accept Notice and (iii) Deemed to Reject Notice, as
3 applicable, on holders of Claims against and Equity Interests in the Debtors and other
4 parties in interest in compliance with the Bankruptcy Code, the Bankruptcy Rules, the
5 Local Rules and the Disclosure Statement Order, as evidenced by the Solicitation
6 Affidavit;
- 7 h. published, on November 7, 2014, the Final Disclosure Statement and Confirmation
8 Hearing Notice (in a format modified for publication) in the national edition of *The*
9 *New York Times*, consistent with the terms of the Disclosure Statement Order and as
10 evidenced by the *Certification of Publication of Notice of Hearing on (A) Final*
11 *Approval of Disclosure Statement and (B) Confirmation of Debtors' Joint Chapter 11*
12 *Plan of Reorganization in the New York Times* [Docket No. 708] (together with the
13 Solicitation Affidavit, the "**Notice Affidavits**");
- 14 i. set the Voting Deadline as December 5, 2014 at 5:00 p.m. (Arizona Time), as
15 evidenced by the *Certification of Andres A. Estrada with respect to the Tabulation of*
16 *Votes on the Debtors' Joint Chapter 11 Plan of Reorganization* [Docket No. 746] (the
17 "**Voting Report**"), which details the results of the Plan voting process;
- 18 j. filed, on November 28, 2014, the *Notice of Filing of Plan Supplement to Debtors'*
19 *Joint Chapter 11 Plan of Reorganization* [Docket No. 711] (the "**Plan Supplement**")
20 as evidenced by the *Affidavit of Service of Darlene Calderon re: Notice of Filing of*
21 *Plan Supplement to Debtors Joint Chapter 11 Plan of Reorganization* [Docket
22 No. 718];
- 23 k. filed, on December 5, 2014, the *Notice of Filing of First Supplement to the Plan*
24 *Supplement to Debtors' Joint Chapter 11 Plan of Reorganization* [Docket No. 723]
25 (which is included in the definition of "Plan Supplement") as evidenced by the
26 *Affidavit of Service of Darlene Calderon re: Notice of Filing of First Supplement to*
27 *Plan Supplement to Debtors' Joint Chapter 11 Plan of Reorganization* [Docket
28 No. 742];
- l. filed, on December 19, 2014, the *Notice of Filing of (1) Certain Revised Documents*
to the Plan Supplement and to the First Supplement to the Plan Supplement and
(2) Second Supplement to the Plan Supplement to Debtors' Joint Chapter 11 Plan of
Reorganization [Docket No. 763] (which is included in the definition of "Plan
Supplement"), as evidenced by the *Affidavit of Service* [Docket No. 764];
- m. filed, on December 11, 2014, the *Declaration of Susie Herrmann in Support of*
Debtors' Memorandum of Law in Support of Entry of an Order (A) Approving the
Debtors' Disclosure Statement on a Final Basis and (B) Confirming the Debtors'
Joint Chapter 11 Plan of Reorganization [Docket No. 747] (the "**Herrmann**
Declaration");
- n. filed, on December 12, 2014, the *Declaration of Michael D. Farkas* [Docket No. 750]
(the "**Farkas Declaration**");

- 1 o. filed, on December 12, 2014, the Declaration of Jack Zwick [Docket No. 751]
2 (the “**Zwick Declaration**”);
- 3 p. filed, on December 12, 2014, the *Declaration of Lawrence P. Gelfond* [Docket
4 No. 752] (the “**Gelfond Declaration**”);
- 5 q. filed, on December 12, 2014, the Report as defined in and attached to the Gelfond
6 Declaration as Exhibit 1;
- 7 r. filed, as Annex 1 to the *Notice of Filing of Proposed Findings of Fact, Conclusions of*
8 *Law and Order (A) Approving the Debtors’ Disclosure Statement on a Final Basis*
9 *and (B) Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization*
10 *Prepackaged Chapter 11 Plan of Reorganization*, on December 12, 2014 [Docket
11 No. 753], a proposed draft of these *Findings of Fact, Conclusions of Law and Order*
12 *(A) Approving the Debtors’ Disclosure Statement on a Final Basis and*
13 *(B) Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization* (together with
all the exhibits hereto, the “**Proposed Confirmation Order**”);
- s. filed, on December 11, 2014, the *Debtors’ Memorandum of Law in Support of Entry*
of an Order (A) Approving the Debtors’ Disclosure Statement on a Final Basis and
(B) Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization [Docket No.
748] (the “**Confirmation Brief**”); and

14 The Court having:

- 15 a. entered, on October 31, 2014, the Disclosure Statement Order;
- 16 b. set December 5, 2014 at 5:00 p.m. (Arizona Time), as the date and time by which any
17 votes on the Plan shall be due (the “**Voting Deadline**”), as set forth in the Disclosure
Statement Order;
- 18 c. set December 5, 2014 at 5:00 p.m. (Arizona Time), as the date and time by which any
19 objections to final approval of the Disclosure Statement and/or Confirmation of the
20 Plan shall be due (the “**Final Disclosure Statement and Plan Objection Deadline**”),
as set forth in the Disclosure Statement Order;
- 21 d. set December 15, 2014 at 1:30 p.m. (Arizona Time), as the date and time for the
22 commencement of a hearing to consider final approval of the Disclosure Statement
and confirmation of the Plan, as set forth in the Disclosure Statement Order, and as
23 continued and held on December 18, 2014 at 3:00 p.m. (Arizona Time) (the “**Final**
Disclosure Statement and Confirmation Hearing”);
- 24 e. reviewed the Plan, the Disclosure Statement, the Plan Supplement, the Confirmation
25 Brief, the Voting Report, the Final Disclosure Statement and Confirmation Hearing
26 Notice, the First Day Declaration, the Herrmann Declaration, the Farkas Declaration,
the Gelfond Declaration, the Report as defined in and attached to the Gelfond
27 Declaration as Exhibit 1, the Zwick Declaration, the Notice Affidavits, the Ballot and
all filed pleadings, exhibits, statements and comments regarding approval of the
28 Disclosure Statement and Confirmation;

- 1 f. admitted into evidence the Voting Report, the Herrmann Declaration, the Farkas
2 Declaration, the Gelfond Declaration, the Report as defined in and attached to the
3 Gelfond Declaration as Exhibit 1, and the Zwick Declaration, and qualified Mr.
4 Gelfond as an expert witness, at the Final Disclosure Statement and Confirmation
5 Hearing;
- 6 g. reviewed and considered the (i) *United States Trustee's Objection to Confirmation of*
7 *Debtors' Joint Plan of Reorganization* [Docket No. 722], (ii) *Objection of BMO*
8 *Harris Bank, N.A. to the Debtors' Joint Chapter 11 Plan Of Reorganization* [Docket
9 No. 721], (iii) Global LearnNet Ltd. and Valley 2010 Investment, LLC's *Objection to*
10 *Debtors' Disclosure Statement and Confirmation of Debtors' Joint Chapter 11 Plan*
11 *of Reorganization* [Docket No. 475] and (iv) any other objections, statements and
12 reservations of rights having been presented before the Court regarding approval of
13 the Disclosure Statement and Confirmation;
- 14 h. held the Final Disclosure Statement and Confirmation Hearing, after due and
15 sufficient notice was given to holders of Claims against, and Equity Interests in, the
16 Debtors and other parties in interest in accordance with the Disclosure Statement
17 Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, in each case
18 as established by the Notice Affidavits;
- 19 i. heard statements and arguments made by counsel in respect of approval of the
20 Disclosure Statement and Confirmation;
- 21 j. considered all oral representations, testimony, documents, filings and other evidence
22 regarding approval of the Disclosure Statement and Confirmation;
- 23 k. ruled on any and all objections to the Plan, the Disclosure Statement and the
24 Confirmation Order and all statements and reservations of rights not consensually
25 resolved or withdrawn, unless otherwise indicated; and
- 26 l. taken judicial notice of all pleadings and other documents filed, all orders entered,
27 and all evidence and arguments presented in the Chapter 11 Cases.

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29 **NOW, THEREFORE**, it appearing to the Court that notice of the Final Disclosure Statement
30 and Confirmation Hearing and the opportunity for any party in interest to object to approval of the
31 Disclosure Statement and Confirmation of the Plan have been adequate and appropriate as to all parties
32 affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and
33 factual bases set forth in the documents filed in support of approval of the Disclosure Statement and
34 Confirmation and other evidence presented at the Final Disclosure Statement and Confirmation
35 Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good

1 cause appearing therefor, the Court makes and issues the following findings of fact and conclusions of
2 law:

3 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

4 IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED AND ORDERED THAT:

5 **A. Findings and Conclusions**

6 1. The findings and conclusions set forth herein and in the record of the Final Disclosure
7 Statement and Confirmation Hearing, including the Herrmann Declaration, the Farkas Declaration, the
8 Gelfond Declaration, the Report as defined in and attached to the Gelfond Declaration as Exhibit 1,
9 and the Zwick Declaration, constitute the Court's findings of fact and conclusions of law under Rule
10 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and
11 9014. To the extent any of the following conclusions of law shall be determined to be a finding of fact,
12 it shall be so deemed, or any of the following findings of fact shall be determined to be a conclusion of
13 law, it shall be so deemed.
14

15 **B. Jurisdiction, Venue and Core Proceeding**

16 2. This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and
17 1334. This Court has exclusive jurisdiction to determine whether the Disclosure Statement and the
18 Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and
19 confirmed, respectively. Venue is proper in this District and before this Court pursuant to 28 U.S.C.
20 §§ 1408 and 1409. Approval of the Disclosure Statement, including the associated solicitation
21 procedures, and Confirmation of the Plan are core proceedings within the meaning of 28 U.S.C.
22 § 157(b)(2). The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.
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24 **C. Eligibility for Relief**

25 3. The Debtors were and are entities eligible for relief under Bankruptcy Code section 109.
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1 **D. Commencement and Joint Administration of the Chapter 11 Cases**

2 4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11
3 of the Bankruptcy Code. In accordance with the *Order Authorizing Joint Administration of Related*
4 *Chapter 11 Cases* [Docket No. 27], the Chapter 11 Cases have been consolidated for procedural
5 purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition
6 Date, the Debtors have operated their businesses and managed their properties as debtors in possession
7 pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or examiner has been appointed
8 in the Chapter 11 Cases.
9

10 **E. Objections**

11 5. Any resolutions of objections to Confirmation explained on the record at the Final
12 Disclosure Statement and Confirmation Hearing are hereby incorporated by reference. Any and all
13 unresolved objections, statements, informal objections, and reservations of rights, if any, related to the
14 Plan, the Disclosure Statement or Confirmation are either resolved or overruled on the merits by this
15 Confirmation Order.
16

17 **F. Burden of Proof—Confirmation of the Plan**

18 6. The Debtors, as proponents of the Plan, have met their burden of proving the applicable
19 elements of Bankruptcy Code section 1129(a) by a preponderance of the evidence, which is the
20 applicable evidentiary standard for Confirmation.
21

22 **G. Notice**

23 7. Due, adequate and sufficient notice of (a) the Plan and the Plan Supplement, (b) the
24 Disclosure Statement, (c) the Final Disclosure Statement and Confirmation Hearing, (d) the Voting
25 Deadline, (e) the Final Disclosure Statement and Plan Objection Deadline, (f) the Disclosure Statement
26 Order, (g) the Ballot (to the Voting Class), (h) the Deemed to Reject Notice (as applicable), (i) the
27 Deemed to Accept Notice (as applicable) and (j) the Voting and Tabulation Procedures, has been
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1 provided to: (i) the U.S. Trustee; (ii) counsel to the Committee; (iii) the United States Department of
2 Energy; (iv) the United States Department of Labor; (v) the Securities and Exchange Commission;
3 (vi) the Internal Revenue Service; (vii) the United States Attorney's Office for the District of Arizona;
4 (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (ix) all holders of
5 Claims against, and Equity Interests in, the Debtors. Such notice was adequate and sufficient pursuant
6 to Bankruptcy Code section 1128, Bankruptcy Rules 2002(b), 3017 and 3020, the Disclosure
7 Statement Order and all other applicable law, rules and orders of this Court, and no other or further
8 notice is or shall be required.
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10 **H. Adequacy of Disclosure Statement**

11 8. The Disclosure Statement contains "adequate information" (as such term is defined in
12 Bankruptcy Code section 1125(a)) with respect to the Debtors, the Plan and the transactions
13 contemplated therein and complied with any additional requirements of the Bankruptcy Code and the
14 Bankruptcy Rules and is hereby approved in all respects. Specifically, the Disclosure Statement
15 includes, among other information: (a) the features, terms and provisions of the Plan; (b) significant
16 events preceding the Chapter 11 Cases; (c) the Debtors' prepetition operations and businesses; (d) the
17 Debtors' prepetition capital structure; (e) significant events in the Chapter 11 Cases; (f) a detailed
18 description of the methodology of funding the Plan and making distributions to creditors, including the
19 creation and management of the Liquidating Trust and the Stock Trust; (g) a description of the nature
20 and extent of likely claims against the Debtors' estates; (h) risk factors affecting the Plan; (i) an
21 analysis setting forth the estimated return that creditors will receive under the Plan; and (j) federal tax
22 consequences of the Plan. The Disclosure Statement also complies with the requirements of
23 Bankruptcy Rule 3016(c) by sufficiently describing in specific and conspicuous bold language the
24 provisions of the Plan that provide for releases and sufficiently identifying the persons and entities that
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1 are subject to those releases. The filing of the Disclosure Statement with the clerk of the Court, or its
2 duly appointed agent, satisfied Bankruptcy Rule 3016(b).

3 **I. Solicitation**

4 9. As described in the Voting Report and the Notice Affidavits, as applicable, Ballots to
5 vote to accept or reject the Plan were transmitted and served upon members of the Voting Class
6 (Class 3 – General Unsecured Claims, which included holders of General Unsecured Claims as of the
7 Voting Record Date) on November 4, 2014, in compliance with the Bankruptcy Code, including
8 sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the
9 Local Rules, the Disclosure Statement Order and any applicable non-bankruptcy law, rule or
10 regulation. Transmission and service of the Solicitation Packages, including the Ballots and the Final
11 Disclosure Statement and Confirmation and Hearing Notice, were timely, adequate and sufficient. No
12 further notice is required. As evidenced by the mailing of the Solicitation Packages on November 4,
13 2014 and the Voting Deadline on December 5, 2014, the thirty-one (31) calendar days during which
14 the Debtors solicited acceptances or rejections to the Plan was a reasonable and sufficient period of
15 time for holders of Claims in the Voting Class to make an informed decision to accept or reject the
16 Plan.
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19 10. Under Bankruptcy Code section 1126(f) and as approved by the Disclosure Statement
20 Order, the Debtors were not required to solicit votes from holders of Claims in Classes 1, 2 and 4
21 because such holders are deemed to accept the Plan. In addition, under Bankruptcy Code section
22 1126(g) and as approved by the Disclosure Statement Order, the Debtors were not required to solicit
23 votes from holders of Claims and Equity Interests in Classes 5 and 6 because such holders are deemed
24 to reject the Plan. In lieu of the Solicitation Package, the transmittal and service of a Deemed to Reject
25 Notice or a Deemed to Accept Notice on members of the Non-Voting Classes (Classes 1, 2, 4, 5 and
26 6), as applicable, was appropriate and satisfactory in accordance with the Disclosure Statement Order.
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1 11. As described in and as evidenced by the Voting Report and the Notice Affidavits, the
2 transmittal and service of the Plan, the Plan Supplement, the Disclosure Statement, the Ballots, the
3 Final Disclosure Statement and Confirmation Hearing Notice, the Deemed to Reject Notice and the
4 Deemed to Accept Notice (as applicable) (all of the foregoing, the “*Solicitation*”) was timely, adequate
5 and sufficient. The Solicitation complied with the procedures set forth in the Solicitation Motion and
6 approved in the Disclosure Statement Order, was appropriate and satisfactory based upon the
7 circumstances of the Chapter 11 Cases, was conducted in good faith, and was in compliance with the
8 provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable
9 non-bankruptcy law, rule and regulation. The persons and entities involved in the offer, issuance or
10 purchase of securities under the Plan acted in good faith and in compliance with the provisions of the
11 Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable non-bankruptcy
12 law, rule and regulation. The Exculpated Parties, which include (a) the Debtors, (b) each director,
13 officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or serving
14 the Debtors as of or after the Petition Date, (c) the Committee, (d) counsel for the Committee, (e) each
15 member of the Committee solely in its capacity as a member of the Committee, (f) the Plan
16 Contributor, (g) each director, officer, financial advisor, restructuring advisor, attorney or any other
17 advisor employed by or serving the Plan Contributor as of or after the Petition Date, (h) Blink
18 Acquisition LLC, (i) each director, officer, financial advisor, restructuring advisor, attorney or any
19 other advisor employed by or serving Blink Acquisition LLC as of or after the Petition Date, and (j)
20 the respective predecessors, successors and assigns, and current and former shareholders, affiliates,
21 subsidiaries, parents, principals, employees, agents, officers, directors, managers, trustees, partners,
22 members, professionals, representatives, advisors, attorneys, financial advisors, crisis managers,
23 accountants, investment bankers and consultants of each of the Entities in (a)-(i), are each entitled to
24 the protection of Bankruptcy Code section 1125(e).
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1 **J. Voting**

2 12. The Voting Report is hereby approved. As evidenced by the Voting Report, votes to
3 accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with
4 the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Voting and Tabulation Procedures as
5 approved by the Disclosure Statement Order and any applicable non-bankruptcy law, rule and
6 regulation. All Classes identified as not impaired under the Plan are deemed to accept the Plan, and all
7 Classes identified as impaired under the Plan and not entitled to receive any distribution are deemed to
8 reject the Plan.
9

10 **K. Plan Supplement**

11 13. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan,
12 and the filing and notice of such documents is good and proper in accordance with the Bankruptcy
13 Code, the Bankruptcy Rules and the Local Rules and the Disclosure Statement Order, and no other or
14 further notice is required. All documents included in the Plan Supplement are integral to, part of, and
15 incorporated by reference into the Plan. Subject to the terms of the Plan (including Section 10.7 of the
16 Plan), the Debtors reserve the right to amend or modify the Plan Supplement at any time prior to the
17 Effective Date. The Core Notice Parties and holders of Claims and Equity Interests were provided
18 due, adequate and sufficient notice of the Plan Supplement.
19

20 **L. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1)**

21 14. As detailed below, the Plan complies with all applicable provisions of the Bankruptcy
22 Code, thereby satisfying Bankruptcy Code section 1129(a)(1):
23

- 24 a. **Proper Classification—Sections 1122 and 1123(a)(1).** The Plan satisfies the
25 requirements of Bankruptcy Code sections 1122(a) and 1123(a)(1). In addition
26 to Administrative Claims, Compensation Claims, substantial contribution
27 compensation and expenses (as described in Section 2.3 of the Plan) and Priority
28 Tax Claims, which need not be classified, Article II of the Plan provides for the
separate classification of Claims and Equity Interests into six Classes of Claims
and Equity Interests. Valid business, factual and legal reasons exist for the

1 separate classification of such Classes of Claims and Equity Interests. The
2 classifications reflect no improper purpose and do not unfairly discriminate
3 between, or among, holders of Claims or Equity Interests. Each Class of Claims
4 and Equity Interests contains only Claims or Interests that are substantially
5 similar to the other Claims or Equity Interests within that Class.

- 6 b. **Specified Classes That Are Not Impaired—Section 1123(a)(2).** The Plan
7 satisfies the requirements of Bankruptcy Code section 1123(a)(2). Article II.D of
8 the Plan specifies that Claims and Equity Interests, as applicable, in the
9 following Classes are not impaired under the Plan within the meaning of
10 Bankruptcy Code section 1124:

Class	Designation
Class 1	Allowed Secured Claims
Class 2	Allowed Priority Non-Tax Claims
Class 4	Intercompany Claims

11 Additionally, Article II of the Plan specifies that Administrative Claims,
12 Compensation Claims, substantial contribution compensation and expenses (as
13 described in Section 2.3 of the Plan) and Priority Tax Claims will be paid in full
14 in accordance with the terms of the Plan, although these Claims are not classified
15 under the Plan.

- 16 c. **Specified Treatment of Impaired Classes—Section 1123(a)(3).** The Plan
17 satisfies the requirements of Bankruptcy Code section 1123(a)(3). Article II.D of
18 the Plan specifies the treatment of the following Classes of Claims and Equity
19 Interests, as applicable, that are impaired under the Plan within the meaning of
20 Bankruptcy Code section 1124:

Class	Designation
Class 3	Allowed General Unsecured Claims
Class 5	Section 510(b) Claims
Class 6	Equity Interests

21 Specifically, Section 2.8 of the Plan describes the treatment of Claims in
22 Class 3 – Allowed General Unsecured Claims; Section 2.10 of the Plan specifies
23 the treatment of Claims in Class 5 – Section 510(b) Claims; and Section 2.11 of
24 the Plan specifies the treatment of Equity Interests in Class 6 – Equity Interests.

- 25 d. **No Discrimination—Section 1123(a)(4).** The Plan satisfies the requirements of
26 Bankruptcy Code section 1123(a)(4). The Plan provides the same treatment by
27 the Debtors for each Claim or Interest in each respective Class unless the holder
28 of a particular Claim or Interest has agreed to a less favorable treatment of such
Claim or Interest.

- e. **Adequate Means for Plan Implementation—Section 1123(a)(5).** The Plan
satisfies the requirements of Bankruptcy Code section 1123(a)(5). Article IV of

1 the Plan and various other provisions in the Plan, the exhibits and attachments to
2 the Plan, the Plan Supplement and the Disclosure Statement, provide, in detail,
3 adequate and proper means for the Plan's implementation, including regarding:
4 (i) the creation of the Liquidating Trust and the Stock Trust; (ii) the appointment
5 of the Liquidating Trustee and the Stock Trustee; (iii) the continued operation of
6 Reorganized ECOTality and the appointment of the initial directors and officers
7 thereof; (iv) the cancellation of all notes, instruments and outstanding Equity
8 Interests and of any Lien securing any Claim (with the exception of certain
9 Allowed Secured Claims, which may be reinstated pursuant to the Plan); (v) the
10 issuance of the Reorganized Stock; and (vi) the execution of the Tax Sharing
11 Agreement. Moreover, the Reorganized Debtors will have, immediately upon
12 the Effective Date, sufficient Cash to make all payments required to be made on
13 the Effective Date or as soon as reasonably practicable thereafter, pursuant to the
14 terms of the Plan.

10 f. **Non-Voting Equity Securities—Section 1123(a)(6).** Section 4.12 of the Plan
11 provides that the New Corporate Governance Documents will be consistent with
12 the provisions of the Plan, any agreements ancillary to the Plan and the
13 Bankruptcy Code, including a prohibition on the issuance of non-voting equity
14 securities to the extent required by Bankruptcy Code section 1123(a)(6). The
15 Debtors are not issuing non-voting equity securities, thereby satisfying
16 Bankruptcy Code section 1123(a)(6).

14 g. **Directors and Officers—Section 1123(a)(7).** The Plan satisfies the
15 requirements of Bankruptcy Code section 1123(a)(7). Section 4.5 of the Plan
16 and the Plan Supplement contain provisions regarding the identity and
17 affiliations of the New Board on the Effective Date and the manner of selection
18 of the Reorganized Debtors' applicable board of managers or board of directors,
19 which provisions are consistent with the interests of all holders of Claims and
20 Equity Interests and public policy.

19 h. **Impairment / Unimpairment of Classes—Section 1123(b)(1).** The Plan is
20 consistent with Bankruptcy Code section 1123(b)(1). Under Article II of the
21 Plan each Class of Claims and Equity Interests is impaired or not impaired.

21 i. **Assumption and Cure of Defaults—Section 1123(b)(2).** The Plan is consistent
22 with Bankruptcy Code section 1123(b)(2). Article V of the Plan provides for the
23 rejection and repudiation of all executory contracts and unexpired leases other
24 than those executory contracts or unexpired leases that: (i) previously were
25 assumed or rejected by the Debtors; (ii) are otherwise addressed in the
26 Confirmation Order; (iii) are otherwise addressed in the Plan; or (iv) are the
27 subject of a pending motion to reject such executory contracts or unexpired
28 leases on the Effective Date, except as otherwise set forth in the Plan or Plan
29 Supplement.

26 j. **Settlement and Preservation of Claims and Causes of Action—Section**
27 **1123(b)(3).** The Plan is consistent with Bankruptcy Code section 1123(b)(3). In
28 accordance with Bankruptcy Code section 1123(b)(3)(A), Article VI of the Plan

1 appropriately provides that only the Liquidating Trustee and the Liquidating
2 Trust may prosecute objections to, and requests for estimation of, any Claims,
3 including any Claims scheduled by the Debtors in the Schedules, and the
4 Liquidating Trustee shall also have the authority to resolve all respective
5 Disputed Claims. In addition, in accordance with Bankruptcy Code section
6 1123(b)(3)(B), Section 9.6 of the Plan appropriately provides that, except as
7 otherwise provided in the Plan, or in any document, instrument, release or other
8 agreement entered into in connection with the Plan, (a) prior to the Effective
9 Date, the Debtors shall have authority and responsibility for investigating,
10 analyzing, commencing, prosecuting, litigating, compromising, collecting and
11 otherwise administering (or decline to do any of the foregoing) any or all of the
12 Causes of Action (except to the extent a Cause of Action was transferred from
13 the Debtors to an applicable Buyer under the respective APA, in which case the
14 applicable Buyer has such authority), as identified in Exhibit A to the Plan and
15 incorporated herein by reference, and (b) on or after the Effective Date, the
16 Liquidating Trustee shall have authority and responsibility for investigating,
17 analyzing, commencing, prosecuting, litigating, compromising, collecting and
18 otherwise administering (or decline to do any of the foregoing) any or all of the
19 Causes of Action (except to the extent a Cause of Action was transferred from
20 the Debtors to an applicable Buyer under the respective APA, in which case the
21 applicable Buyer has such authority). The provisions regarding the preservation
22 of Causes of Action in the Plan are appropriate, fair, equitable and reasonable,
23 and are in the best interests of the Debtors, the Estates and holders of Claims and
24 Equity Interests.

15 k. **Additional Plan Provisions—Section 1123(b)(6).** The other discretionary
16 provisions of the Plan are appropriate and consistent with the applicable
17 provisions of the Bankruptcy Code, thereby satisfying section Bankruptcy Code
18 1123(b)(6).

19 l. **Bankruptcy Rule 3016(a).** The Plan is dated and identifies the Debtors as the
20 proponents submitting it, thereby satisfying Bankruptcy Rule 3016(a).

21 **M. Debtors' Compliance with the Bankruptcy Code—Section 1129(a)(2)**

22 15. The Debtors also have satisfied the requirements of Bankruptcy Code section
23 1129(a)(2). Specifically, each Debtor is an eligible debtor under Bankruptcy Code section 109, and a
24 proper proponent of the Plan under Bankruptcy Code section 1121(a). The Debtors, as proponents of
25 the Plan, have complied with all applicable provisions of the Bankruptcy Code, except as otherwise
26 provided or permitted by orders of the Court, including Bankruptcy Code sections 1125 and 1126, the
27 Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy law, rule and regulation, the
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1 Disclosure Statement Order and all other applicable law, in transmitting the Solicitation Package, and
2 related documents and notices, and in soliciting and tabulating the votes on the Plan.

3 **N. Plan Proposed in Good Faith—Section 1129(a)(3)**

4 16. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(3). The
5 Debtors have proposed the Plan (including all documents necessary to effectuate the Plan) and the
6 transactions contemplated in the Plan in good faith and not by any means forbidden by law. In so
7 determining, the Court has examined the totality of the circumstances surrounding the filing of the
8 Chapter 11 Cases, the Plan itself, the process leading to final approval of the Disclosure Statement,
9 Confirmation of the Plan and the transactions to be implemented pursuant thereto. The Chapter 11
10 Cases were filed, and the Plan was proposed, with legitimate and honest purposes, including (a) a
11 restructuring of the Debtors' debt obligations and (b) preservation of the going concern value of the
12 Debtors' businesses and maximization of value to creditors. The Debtors' good faith is evident from
13 the facts and record of the Chapter 11 Cases, the Disclosure Statement and the record of the Final
14 Disclosure Statement and Confirmation Hearing and other proceedings held in the Chapter 11 Cases.
15 The Plan (including all documents necessary to effectuate the Plan) was negotiated in good faith and at
16 arm's length among representatives of the Debtors, the Committee and the Plan Contributor and each
17 of their respective professionals and other representatives. Further, the Plan's classification,
18 indemnification, exculpation, release and injunction provisions, to the extent modified by this
19 Confirmation Order, have been negotiated in good faith and at arm's length, are consistent with
20 Bankruptcy Code sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129 and 1142 and are each
21 necessary for the Debtors' successful reorganization.

22 **O. Payment for Services or Costs and Expenses—Section 1129(a)(4)**

23 17. Any payment made or to be made by the Debtors or by a person issuing securities or
24 acquiring property under the Plan for services or for costs and expenses in connection with the
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1 Chapter 11 Cases, or in connection with the Plan and incidental to the Chapter 11 Cases, has been
2 approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying Bankruptcy
3 Code section 1129(a)(4).

4 **P. Directors, Officers and Insiders—Section 1129(a)(5)**

5 18. The Debtors have satisfied the requirements of Bankruptcy Code section 1129(a)(5).
6 **Exhibit F** of the Second Supplement to the Plan Supplement [Docket No. 763], in accordance with
7 Section 4.5 of the Plan, discloses the identity and affiliations of the individuals proposed to serve as the
8 New Board, and the identity and nature of any compensation for any insider who will be employed or
9 retained by the Reorganized Debtors. The proposed directors and officers for the Reorganized Debtors
10 are qualified, and the appointments to, or continuance in, such offices by the proposed directors and
11 officers is consistent with the interests of the holders of Claims and Equity Interests and with public
12 policy.
13

14 **Q. No Rate Changes—Section 1129(a)(6)**

15 19. Bankruptcy Code section 1129(a)(6) is not applicable to the Chapter 11 Cases. The
16 Plan does not provide for any rate change that requires regulatory approval.
17

18 **R. Best Interest of Creditors—Section 1129(a)(7)**

19 20. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(7). Section
20 VI.C.5 of the Disclosure Statement, and the other evidence related thereto in support of the Plan that
21 was proffered and accepted at the Final Disclosure Statement and Confirmation Hearing (including the
22 Herrmann Declaration): (a) are reasonable, persuasive, credible and accurate as of the dates such
23 analysis or evidence was prepared, presented or proffered; (b) utilize reasonable, customary and
24 appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and
25 (d) establish that each holder of an Impaired Claim or Equity Interest either has accepted the Plan or
26 will receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value,
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1 as of the Effective Date, that is not less than the amount such holder would receive or retain if the
2 Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

3 **S. Acceptance by Certain Classes—Section 1129(a)(8)**

4 21. The Plan does not satisfy the requirements of Bankruptcy Code section 1129(a)(8) but
5 is nevertheless confirmable because the Debtors have satisfied the requirements of Bankruptcy Code
6 sections 1129(a)(10) and 1129(b) to “cram down” the rejecting Classes, as set forth below.
7 Specifically, Classes 1, 2 and 4 are not impaired and thus deemed to accept the Plan. Class 3, which is
8 impaired, voted to accept the Plan by the requisite majorities. With respect to Classes 5 and 6, which
9 are both impaired and deemed to reject the Plan, the Debtors cannot satisfy section 1129(a)(8) with
10 respect to those Classes.
11

12 **T. Treatment of Claims Entitled to Priority Under Bankruptcy Code Section 507(a)—**
13 **Section 1129(a)(9)**

14 22. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(9). The
15 treatment of Administrative Claims, Compensation Claims, substantial contribution compensation and
16 expenses (as described in Section 2.3 of the Plan) and Priority Tax Claims under Article II of the Plan
17 satisfies the requirements of, and complies in all respects with, Bankruptcy Code section 1129(a)(9).
18

19 **U. Acceptance By At Least One Impaired Class—Section 1129(a)(10)**

20 23. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(10). As
21 evidenced by the Voting Report, the Voting Class voted to accept the Plan by the requisite numbers
22 and amounts of Claims, determined without including any acceptance of the Plan by any insider (as
23 that term is defined in Bankruptcy Code section 101(31)), specified under the Bankruptcy Code.
24

25 **V. Feasibility—Section 1129(a)(11)**

26 24. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(11). The
27 evidence supporting Confirmation of the Plan proffered, accepted and admitted into evidence by the
28 Court at, or prior to, or in a declaration filed in connection with, the Final Disclosure Statement and

1 Confirmation Hearing (including the Herrmann Declaration, the Farkas Declaration, the Gelfond
2 Declaration, the Report as defined in and attached to the Gelfond Declaration as Exhibit 1, and the
3 Zwick Declaration): (a) is reasonable, persuasive, credible and accurate as of the dates such analysis
4 or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate
5 methodologies and assumptions; (c) has not been controverted by other evidence; (d) establishes that
6 the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the
7 need for further financial reorganization of the Reorganized Debtors or any successor to the
8 Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establishes that the
9 Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.
10

11 **W. Payment of Fees—Section 1129(a)(12)**

12 25. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(12). Section
13 10.10 of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C.
14 § 1930(a).
15

16 **X. Non-Applicability of Certain Sections—Sections 1129(a)(13), (14), (15) and (16)**

17 26. Bankruptcy Code sections 1129(a)(13), 1129(a)(14), 1129(a)(15) and 1129(a)(16) do
18 not apply to the Chapter 11 Cases. The Debtors have no liability for retiree benefits or the payment of
19 retiree benefits (as defined in Bankruptcy Code section 1114), do not owe any domestic support
20 obligations, are not individuals and are not nonprofit corporations.
21

22 **Y. Fair and Equitable Treatment; No Unfair Discrimination—Section 1129(b)**

23 27. The Plan is fair and equitable and does not unfairly discriminate with respect to the
24 treatment of Claims and Equity Interests and thus satisfies Bankruptcy Code section 1129(b) in all
25 respects. Specifically, the Plan satisfies Bankruptcy Code section 1129(b)(2) because (a) the Plan
26 provides for a full recovery for holders of Claims or Equity Interests in Classes 1, 2 and 4, as
27 applicable, (b) holders of Claims in the Voting Class (Class 3) have consented to receive their
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1 respective treatment under the Plan and (c) no holder of a Claim or Equity Interest in a Class senior to
2 those in Classes 5 and 6 is receiving more than 100% on account of its Claim or Equity Interest. In
3 addition, the Plan's treatment of Claims and Equity Interests is proper, as similarly-situated creditors
4 will receive substantially similar treatment irrespective of class, and the respective distributions and
5 treatments under the Plan take into account and conform to the relative priority and rights of the
6 Claims and Equity Interests in each Class. Notwithstanding the Debtors' inability to satisfy
7 Bankruptcy Code section 1129(a)(8), the Plan is still confirmable because it meets all the applicable
8 requirements of Bankruptcy Code section 1129(a) other than section 1129(a)(8), does not discriminate
9 unfairly and is fair and equitable with respect to each Class of Claims and Equity Interests that is
10 impaired and has not accepted the Plan.
11

12 **Z. Only One Plan—Section 1129(c)**

13 28. The Plan satisfies the requirements of Bankruptcy Code section 1129(c). The Plan is
14 the only chapter 11 plan that was filed and solicited in each of the Chapter 11 Cases.
15

16 **AA. Principal Purpose of the Plan—Section 1129(d)**

17 29. The principal purposes of the Plan are (a) the reorganization of the Debtors as a going
18 concern in their historic business of the design, outsourcing, private labeling, installation and operation
19 of electric vehicle charging units, (b) the maximization of the value of the Estates and (c) the
20 liquidation of certain assets by the Liquidating Trust, all of which are for the benefit of creditors. No
21 party in interest has requested that the Court deny Confirmation of the Plan on the grounds that the
22 principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5
23 of the Securities Act of 1933 (as amended, and including the rules and regulations promulgated
24 thereunder, the "*Securities Act*"). In addition, the principal purpose of the Plan is not such avoidance.
25 The Plan thus satisfies the requirements of Bankruptcy Code section 1129(d).
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1 **BB. Good Faith Solicitation—Section 1125(e)**

2 30. The Exculpated Parties, including (a) the Debtors, (b) each director, officer, financial
3 advisor, restructuring advisor, attorney or any other advisor employed by or serving the Debtors as of
4 or after the Petition Date, (c) the Committee, (d) counsel for the Committee, (e) each member of the
5 Committee solely in its capacity as a member of the Committee, (f) the Plan Contributor, (g) each
6 director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or
7 serving the Plan Contributor as of or after the Petition Date, (h) Blink Acquisition LLC, (i) each
8 director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or
9 serving Blink Acquisition LLC as of or after the Petition Date, and (j) the respective predecessors,
10 successors and assigns, and current and former shareholders, affiliates, subsidiaries, parents, principals,
11 employees, agents, officers, directors, managers, trustees, partners, members, professionals,
12 representatives, advisors, attorneys, financial advisors, crisis managers, accountants, investment
13 bankers and consultants of each of the Entities in (a)-(i), as applicable, have acted in “good faith”
14 within the meaning of Bankruptcy Code section 1125(e) and in compliance with the applicable
15 provisions of the Bankruptcy Code and Bankruptcy Rules in connection with any act taken or omitted
16 in connection with, or arising out of, the Chapter 11 Cases or the negotiation, formulation, preparation,
17 administration, consummation and/or implementation of the Plan, or any contract, instrument,
18 document, or other agreement entered into pursuant thereto through the Effective Date, and are entitled
19 to the protections afforded by Bankruptcy Code section 1125(e); provided that the foregoing shall not
20 affect the liability of any of any Person or Entity that otherwise would result from any such act or
21 omission to the extent such act or omission is determined by a Final Order to have constituted actual
22 fraud, willful misconduct or gross negligence.
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1 **CC. Satisfaction of Confirmation Requirements**

2 31. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in
3 Bankruptcy Code section 1129.

4 **DD. Likelihood of Satisfaction of Conditions Precedent to the Effective Date**

5 32. Each of the conditions precedent to the Effective Date, as set forth in Section 8.1 of the
6 Plan, has been or is reasonably likely to be satisfied or waived in accordance with Section 8.2 of the
7 Plan.
8

9 **EE. Implementation**

10 33. All documents necessary to implement the Plan, including those contained in the Plan
11 Supplement, and all other relevant and necessary documents have been negotiated in good faith and at
12 arm's length and shall, upon completion of documentation and execution, be valid, binding and
13 enforceable agreements and shall not be in conflict with any applicable law, rule or regulation.
14

15 **FF. Releases, Injunction and Exculpation**

16 34. -39. INTENTIONALLY LEFT BLANK

17 **GG. Disclosure of Facts**

18 40. The Debtors have disclosed all material facts regarding the Plan, including the fact that
19 the Liquidating Trust Agreement and Stock Trust Agreement are permitted upon the consolidation of
20 the Estates into a single Estate, such that each Class of Claims and Equity Interests will be treated as a
21 single consolidated Estate regardless of the separate identification of the Debtors.
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1 **HH. Good Faith**

2 41. The Debtors, the Reorganized Debtors, the Released Parties, the Limited Released
3 Parties and the Exculpated Parties have been and will be acting in good faith if they proceed to:
4 (a) consummate the Plan and the agreements, settlements, transactions and transfers contemplated
5 thereby and (b) take the actions authorized and directed by this Confirmation Order.
6

7 **II. Retention of Jurisdiction**

8 42. The Court may properly retain jurisdiction over the matters set forth in Section 10.1 of
9 the Plan and/or Bankruptcy Code section 1142.

10 **JJ. Waiver of Bankruptcy Rule 3020(e)**

11 43. Based on the business exigencies in the Chapter 11 Cases, it is appropriate for the 14-
12 day stay imposed by Bankruptcy Rule 3020(e) to be waived.
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1 IT IS HEREBY ORDERED, ADJUDGED, DECREED AND DETERMINED THAT:

2 **APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN**

3 1. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and
4 conclusions of law are hereby incorporated by reference as though fully set forth herein and shall
5 constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable
6 herein by Bankruptcy Rule 9014. To the extent any of the following conclusions of law shall be
7 determined to be a finding of fact, it shall be so deemed, or any of the following findings of fact shall
8 be determined to be a conclusion of law, it shall be so deemed.

9 2. **Approval of the Disclosure Statement.** The Disclosure Statement contains “adequate
10 information” (as such term is defined in Bankruptcy Code section 1125(a)(1)) with respect to the
11 Debtors, the Plan and the transactions contemplated therein and complies with any additional
12 requirements of the Bankruptcy Code and the Bankruptcy Rules and is hereby approved in all respects.

13 3. **Notice of the Final Disclosure Statement and Confirmation Hearing.** Notice of the
14 Final Disclosure Statement and Confirmation Hearing complied with the terms of the Disclosure
15 Statement Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11
16 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the
17 Local Rules and all other applicable rules, laws and regulations, and no further or additional notice was
18 necessary or required.

19 4. **Confirmation of the Plan.** The Plan, including each of the documents that comprise
20 the Plan Supplement, is approved and confirmed under Bankruptcy Code section 1129 with respect to
21 each of the Debtors. The documents contained in the Plan Supplement (including any amendments,
22 modifications and supplements thereto and documents referred to in such papers consistent with the
23 Plan) and execution, delivery and performance thereof by the Debtors are authorized and approved.
24 The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an
25 integral part of this Confirmation Order.

26 5. **Objections.** All objections, responses to, statements, comments and reservations of
27 rights, if any, in opposition to, the Plan and/or final approval of the Disclosure Statement, respectively,
28 other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Final

1 Disclosure Statement and Confirmation Hearing, shall be, and hereby are, overruled in their entirety or
2 are otherwise resolved as incorporated herein.

3 IMPLEMENTATION OF THE PLAN

4 **6. Liquidating Trust Agreement Approved.** The proposed terms and conditions of the
5 Liquidating Trust Agreement are fair and reasonable, have been negotiated in good faith and at arm's
6 length and are hereby approved. The Liquidating Trust Agreement is an essential element of the Plan,
7 and entry into and consummation of the transactions contemplated by the Liquidating Trust Agreement
8 are in the best interests of the Debtors, the Estates and holders of Claims and Equity Interests, and are
9 approved in all respects. The Debtors have exercised reasonable business judgment in determining to
10 enter into the Liquidating Trust Agreement and have provided sufficient and adequate notice of the
11 Liquidating Trust Agreement. The Debtors and the Liquidating Trustee shall be, and hereby are,
12 authorized to enter into, execute, deliver and perform their respective obligations under the Plan and
13 the Liquidating Trust Agreement without any further notice to, or action, order or approval of, the
14 Bankruptcy Court. As of the Effective Date, the transfer, assignment, conveyance and delivery of the
15 Liquidating Trust Assets to the Liquidating Trust as provided in Article I.3 of the Liquidating Trust
16 Agreement (a) shall be, and hereby is, approved and further is deemed to have been effectuated
17 without the need for further notice, order or instrument (other than execution of the Liquidating Trust
18 Agreement) and (b) do not and hereby are deemed not to constitute fraudulent or avoidable transfers
19 and shall not be otherwise subject to avoidance, recharacterization, disallowance, reduction,
20 subordination (whether equitable, contractual or otherwise), counterclaim, recoupment, cross-claim,
21 defenses or any other challenges under or pursuant to the Bankruptcy Code or any other applicable
22 nonbankruptcy law, rule or regulation by any Person or Entity. The Liquidating Trust Agreement
23 shall, upon execution, be valid, binding and enforceable, and shall not be in conflict with any
24 applicable federal or state law, rule or regulation.

25 **7. Appointment of the Liquidating Trustee.** The appointment of Carolyn Johnsen as the
26 Liquidating Trustee as set forth in the Plan and the Liquidating Trust Agreement shall be and hereby is
27 approved. In addition to the powers granted to the Liquidating Trustee under the Liquidating Trust
28 Agreement, the Liquidating Trustee shall have all of the powers of a debtor in possession under

1 Bankruptcy Code section 1107 and such other rights, powers and duties necessary, appropriate,
2 advisable or convenient to effectuate the provisions of the Plan and the Liquidating Trust Agreement.
3 Subject to the terms of the Liquidating Trust Agreement, on and after the Effective Date, the
4 Liquidating Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court
5 or governmental body and/or provide any notices under any applicable laws to implement the terms of
6 the Plan and the Liquidating Trust Agreement, including the transfer of any Liquidating Trust Assets
7 retained by the Liquidating Trust, except as explicitly set forth in the Plan and the Liquidating Trust
8 Agreement.

9 8. **Stock Trust Agreement Approved.** The proposed terms and conditions of the Stock
10 Trust Agreement are fair and reasonable, have been negotiated in good faith and at arm's length and
11 are hereby approved. The Stock Trust Agreement is an essential element of the Plan, and entry into
12 and consummation of the transactions contemplated by the Stock Trust Agreement are in the best
13 interests of the Debtors, the Estates and holders of Claims and Equity Interests, and are approved in all
14 respects. The Debtors have exercised reasonable business judgment in determining to enter into the
15 Stock Trust Agreement and have provided sufficient and adequate notice of the Stock Trust
16 Agreement. The Debtors and the Stock Trustee shall be, and hereby are, authorized to enter into,
17 execute, deliver and perform their respective obligations under the Plan and the Stock Trust Agreement
18 without any further notice to, or action, order or approval of, the Bankruptcy Court. As of the
19 Effective Date, the transfer, assignment, conveyance and delivery of the Stock Trust Assets to the
20 Stock Trust as provided in Article I.3 of the Stock Trust Agreement (a) shall be, and hereby is,
21 approved and further is deemed to have been effectuated without the need for further notice, order or
22 instrument (other than execution of the Stock Trust Agreement) and (b) do not and hereby are deemed
23 not to constitute fraudulent or avoidable transfers and shall not be otherwise subject to avoidance,
24 recharacterization, disallowance, reduction, subordination (whether equitable, contractual or
25 otherwise), counterclaim, recoupment, cross-claim, defenses or any other challenges under or pursuant
26 to the Bankruptcy Code or any other applicable nonbankruptcy law, rule or regulation by any Person or
27 Entity. The Stock Trust Agreement shall, upon execution, be valid, binding and enforceable, and shall
28 not be in conflict with any applicable federal or state law, rule or regulation.

1 9. **Appointment of the Stock Trustee.** The appointment of Carolyn Johnsen as the Stock
2 Trustee as set forth in the Plan and the Stock Trust Agreement shall be and hereby is approved. In
3 addition to the powers granted to the Stock Trustee under the Stock Trust Agreement, the Stock
4 Trustee shall have all of the powers and such other rights, powers and duties necessary, appropriate,
5 advisable or convenient to effectuate the provisions of the Plan and the Stock Trust Agreement.
6 Subject to the terms of the Stock Trust Agreement, on and after the Effective Date, the Stock Trustee
7 shall not be required to obtain any approvals from the Bankruptcy Court, any court or governmental
8 body and/or provide any notices under any applicable laws to implement the terms of the Plan and the
9 Stock Trust Agreement, including the transfer of any Stock Trust Assets retained by the Stock Trust,
10 except as explicitly set forth in the Plan and the Stock Trust Agreement.

11 10. **Tax Sharing Agreement Approved.** The Plan Stockholder, the Reorganized Debtors
12 and the Stock Trustee shall be, and hereby are, authorized to enter into, execute, deliver and perform
13 their respective obligations under the Plan and the Tax Sharing Agreement, and nothing in the Plan or
14 this Confirmation Order shall impair in any way the preservation of the Debtors' tax attributes. In
15 accordance with the Plan, the Plan Stockholder, the Reorganized Debtors and the Stock Trustee shall
16 execute the Tax Sharing Agreement upon the Effective Date or as soon as reasonably practicable
17 thereafter, and take any other necessary actions in connection with the foregoing, in each case without
18 need for further notice to or order of the Bankruptcy Court, act, or action under applicable law,
19 regulation, order, or rule or the vote, consent, authorization, or approval of any Entity. All documents,
20 agreements and instruments entered into and delivered on or as of the Effective Date contemplated by
21 or in furtherance of the Plan, including the Tax Sharing Agreement and any other agreement or
22 document related thereto or entered into in connection therewith, shall be valid, binding, enforceable
23 and effective in accordance with their respective terms and conditions upon the parties thereto, in each
24 case without further notice to or order of the Court, act or action under applicable law, regulation,
25 order, or rule or the vote, consent, authorization, or approval of any Entity (other than as expressly
26 required by such applicable agreement), and do not and hereby are deemed not to constitute fraudulent
27 or avoidable transfers and shall not be otherwise subject to avoidance, recharacterization, disallowance,
28 reduction, subordination (whether equitable, contractual or otherwise), counterclaim, recoupment,

1 cross-claim, defenses or any other challenges under or pursuant to the Bankruptcy Code or any other
2 applicable nonbankruptcy law, rule or regulation by any Person or Entity.

3 11. **Continued Operation of Reorganized ECOTality.** On and after the Effective Date,
4 Reorganized ECOTality shall continue in business as a Business Enterprise. The continuation of the
5 Business Enterprise by Reorganized ECOTality also is an essential element of the Plan. Entry into and
6 consummation of the transactions contemplated by the Plan in that regard are in the best interests of
7 the Debtors, the Estates and holders of Claims and Equity Interests, and are approved in all respects.
8 The New Corporate Governance Documents shall, as of the Effective Date, be adopted and shall go
9 into effect in accordance with applicable state law. Such documents shall be in form and substance
10 reasonably acceptable to the Debtors, the Committee and the Plan Contributor. For the avoidance of
11 doubt, nothing in New Corporate Governance Documents shall impair the rights of the Stock Trust or
12 the obligations of the Plan Contributor as set forth in the Plan. In the event of a default under the
13 Operating Line of Credit, the Stock Trustee shall be authorized to exercise all rights and remedies
14 under the *Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible*
15 *Preferred Stock* (the “*CCGI Preferred Share Certificate*”), and the Plan Contributor may not take any
16 actions to oppose such exercise of rights and remedies. The Plan Stockholder may, in its discretion,
17 pursuant to terms that may be agreed upon by Reorganized ECOTality and the Plan Stockholder,
18 transfer assets and/or other interests, other than the Purchased Assets, to Reorganized ECOTality as
19 may be required for Reorganized ECOTality to continue to maintain the Business Enterprise.

20 12. **Operating Line of Credit.** Reorganized ECOTality may, in the discretion of the New
21 Board, pursuant to and under the terms of the loan documents consistent with the terms contained in
22 **Exhibit G** to the Plan Supplement, enter into a loan for borrowed money as needed to fund the
23 operations of Reorganized ECOTality under a revolving line of credit (the “*Operating Line of Credit*”).
24 The Operating Line of Credit shall be secured by interests in (a) all of the assets of Reorganized
25 ECOTality acquired by the Reorganized ECOTality after the Effective Date (for clarity, and without
26 limitation, expressly excluding the Liquidating Trust Assets), (b) a pledge of the Plan Stock and (c) a
27 pledge of the Qualified Creditor Stock, which pledge may only foreclosed upon if an event of default
28 (as defined in the loan documents pursuant to which the Operating Line of Credit is provided) has been

1 declared and is continuing, following not less than five (5) business days' written notice thereof to the
2 Stock Trustee. In the event of a default under the Operating Line of Credit, the Stock Trustee shall be
3 authorized to exercise all rights and remedies under the CCGI Preferred Share Certificate.

4 13. **New Board.** On the Effective Date or as soon as reasonably practicable thereafter, the
5 directors and officers identified in the Plan Supplement shall serve as the New Board and officers,
6 respectively, of the Reorganized Debtors that are corporations. After the Effective Date, the corporate
7 governance and management of the Reorganized Debtors shall be determined by the applicable board
8 of managers, board of directors or shareholders in accordance with the laws of the applicable state of
9 organization.

10 14. **Discharge from Notes, Instruments, and Outstanding Equity Interests.** On the
11 Effective Date, except as otherwise provided herein or in the Plan (including Section 4.6 of the Plan)
12 or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement:
13 (a) any agreement, stock, instrument, certificate or other document in respect of the Equity Interests
14 shall be deemed cancelled; (b) the obligations of any of the Debtors pursuant, relating or pertaining to
15 any agreement, stock, instrument, certificate or other document in respect of the Equity Interests shall
16 be released and discharged; and (c) for the avoidance of doubt, the Reorganized Debtors shall not have
17 any continuing obligations thereunder.

18 15. **Discharge from Liens.** On the Effective Date, except as otherwise provided herein or
19 in the Plan (including Section 4.7 of the Plan) or any agreement, instrument or other document
20 incorporated in the Plan or the Plan Supplement: (a) any Lien securing any Claim shall be deemed
21 released; (b) the holder of such Claim shall be authorized and directed to release any collateral or other
22 property of any Debtor held by such holder; (c) the holder of such Claim shall also be authorized and
23 directed to take such actions as may be requested by the Debtors, the Liquidating Trustee or the Stock
24 Trustee, as applicable, to evidence the release of such Lien, including the execution, delivery and filing
25 or recording of such releases as may be requested by the Debtors, the Liquidating Trustee or the Stock
26 Trustee, as applicable; (d) the obligations of any of the Debtors pursuant, relating or pertaining to such
27 Lien shall be released and discharged; and (e) for the avoidance of doubt, the Reorganized Debtors
28 shall not have any continuing obligations thereunder.

1 16. **Cancellation and Reissuance of Capital Stock.** Upon the Effective Date, all of the
2 issued and outstanding capital stock of Debtor ECOTality, Inc. shall be cancelled. Contemporaneously
3 therewith, the Reorganized Stock of Reorganized ECOTality shall be issued as follows: (a) 50% to the
4 Stock Trust for the pro rata benefit of the Qualified Creditor Stock Beneficiaries and (b) 50% to the
5 Plan Stockholder. For clarity, the Equity Interests in those Debtors, other than Debtor ECOTality, Inc.
6 (the parent company of such Debtors), ECOTality Australia Pty Ltd. and Portable Energy de Mexico,
7 S.A. de C.V., shall be cancelled and new common stock in those Reorganized Debtors shall be issued
8 to Reorganized ECOTality.

9 17. **Distributions on Account of Administrative Claims, Compensation Claims,**
10 **Substantial Contribution Compensation and Expenses and Priority Tax Claims.** All distributions
11 on account of Administrative Claims, Compensation Claims, Substantial Contribution Compensation
12 and Expenses and Priority Tax Claims under the Plan shall be made in accordance with the terms and
13 conditions set forth in Article II of the Plan.

14 18. **Distributions on Account of Allowed General Unsecured Claims.** All distributions
15 on account of Allowed General Unsecured Claims under the Plan shall be made in accordance with the
16 terms and conditions set forth in Article VII of the Plan.

17 19. **Distributions on Account of Disputed Claims.** On and after the Effective Date,
18 distributions on account of Allowed Claims and the resolution and treatment of Disputed Claims shall
19 be effectuated pursuant to Articles VI of the Plan.

20 20. **Issuance of Preferred Stock of CCGI.** CCGI shall be authorized to, and shall, file the
21 *Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred*
22 *Stock* with any applicable government entity necessary to effectuate the resolutions contained therein
23 no later than the Effective Date and shall issue the Series B Convertible Preferred Stock contemplated
24 therein to the Stock Trust.

25 21. **Trust Deposit.** The reconciled amount of the Trust Deposit (the “*Remaining Deposit*”)
26 is to be paid in cash to the Liquidating Trust by a date no later than January 31, 2015, as may be
27 extended with the consent of the Reorganized Debtors and the Liquidating Trustee (the “*Deposit*
28 *Deadline*”). If the Remaining Deposit is not paid in cash to the Liquidating Trust by January 15, 2015,

1 or by such date that is at least fifteen (15) days prior to the Deposit Deadline, the amount payable shall
2 be increased by \$5,000 cash (the “*Additional Deposit*”). If the Remaining Deposit, including the
3 Additional Deposit, is not paid by the Deposit Deadline (a “*Default*”), the Liquidating Trustee, solely
4 in her capacity as such and not in her capacity as Stock Trustee, shall have the right, in connection with
5 the Operating Line of Credit, without notice to exercise immediately all remedies, to (a) prohibit any
6 exercise of remedies against any assets pledged as collateral therefor and (b) extend the maturity of the
7 Operating Line of Credit, notwithstanding any default or event of default thereunder, for up to fifteen
8 (15) years from the Effective Date. With respect to the foregoing, the relevant loan documents relating
9 to the Operating Line of Credit shall reflect that, in the event of a Default, the written consent of the
10 Liquidating Trustee shall be required prior to any such exercise of remedies, including the right to
11 foreclose, with respect to such collateral. In addition and without limitation on the foregoing, in the
12 event of a Default, the Liquidating Trustee shall, at her option: (a) have the right to pursue any and all
13 remedies available to it under applicable law, contract or otherwise, against the Plan Stockholder
14 and/or the Plan Contributor, regarding the Remaining Deposit and the Additional Deposit, as
15 applicable, and recover damages, if any, resulting from the failure to pay such amount, or (b) upon
16 written notice to CCGI, which notice shall be delivered no later than May 1, 2015, increase the number
17 of shares of common stock of CCGI into which the Series B Convertible Preferred Stock being issued
18 to the Stock Trust is convertible, pursuant to that CCGI Preferred Share Certificate, by the amount of
19 the Remaining Deposit, and the shares of Series B Convertible Preferred Stock shall be convertible
20 into CCGI common stock after December 31, 2015, December 31, 2016 and December 31, 2017,
21 respectively. The Plan Stockholder and/or Plan Contributor and CCGI are hereby enjoined from
22 challenging or otherwise preventing the Liquidating Trust from exercising the remedies provided in
23 this paragraph. No releases or exculpations granted in the Plan or this Order shall prevent the
24 Liquidating Trust from exercising its rights and remedies as provided in this paragraph. Venue and
25 jurisdiction regarding the exercise of the Liquidating Trust’s rights and remedies hereof shall be in
26 Arizona.

27 22. **No Action Required.** Except as otherwise provided in this Confirmation Order, all
28 matters provided for in the Plan involving the corporate structure of the Debtors or Reorganized

1 ECOTality, and any corporate action required by the Debtors or Reorganized ECOTality in connection
2 with, and to implement, the Plan shall be deemed to have occurred and shall be in effect, without any
3 requirement of further action by the stock holders, the managing members, directors or officers of
4 Debtor ECOTality. On or (as applicable) prior to the Effective Date, the managing members, directors
5 or officers of the Debtors shall be authorized and directed to issue, execute and deliver the agreements,
6 documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the
7 transactions contemplated by the Plan) in the name of and on behalf of the Debtors and Reorganized
8 ECOTality, including, but not limited to, any documentation executed in connection with the Trust
9 Agreements, the Tax Sharing Agreement, the Stock Pledge Agreement or the New Corporate
10 Governance Documents. Such authorizations and approvals shall be effective notwithstanding any
11 requirements under non-bankruptcy law.

12 23. **Governmental Approvals Not Required.** Except as otherwise stated in the Plan, this
13 Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or
14 regulations of any state or other governmental authority with respect to the dissemination,
15 implementation or consummation of the Plan, the Disclosure Statement, any documents, instruments or
16 agreements, and any amendments or modifications thereto, and any other transactions referred to in, or
17 contemplated by, the Plan and the Disclosure Statement, without any requirement for further action by
18 the Debtors, the Stock Trustee or the Liquidating Trustee, as applicable.

19 24. **Exemption from Securities Laws.** Pursuant to section 4(a)(2) of the Securities Act,
20 the issuance and distribution under the Plan of (a) the Qualified Creditor Stock and the Series B
21 Convertible Preferred Stock to the Stock Trust for the ratable benefit of the Qualified Creditor Stock
22 Beneficiaries and (b) the issuance of the Reorganized Stock of Reorganized ECOTality as set forth in
23 paragraph 16 hereto, shall be exempt from the registration requirements of section 5 of the Securities
24 Act and any state or local law requiring registration prior to the offering, issuance, distribution or sale
25 of securities. The provisions of Bankruptcy Code section 1145 shall apply to the issuance and
26 distribution under the Plan of Beneficial Interests in the Liquidating Trust and the Stock Trust (as such
27 terms are defined in the Liquidating Trust Agreement and the Stock Trust Agreement, respectively) to
28 holders of Allowed General Unsecured Claims or, with respect only to Beneficial Interests in the Stock

1 Trust, to Qualified Creditor Stock Beneficiaries, solely to the extent such Beneficial Interests may
2 constitute securities under applicable securities laws (but without prejudice to the position of the
3 Debtors that such Beneficial Interests do not constitute securities under applicable securities laws).
4 Therefore, to the extent that an “offer or sale” is deemed to have occurred with respect to such
5 Beneficial Interests, such issuance, in accordance with Bankruptcy Code section 1145(a), shall be
6 exempt from, among other things, the registration requirements of section 5 of the Securities Act and
7 any state or local law requiring registration prior to the offering, issuance, distribution or sale of
8 securities. Upon the Effective Date of the Plan or as soon thereafter as reasonably practicable, the
9 Debtors or the Reorganized Debtors shall be authorized to, and shall, file with the Securities and
10 Exchange Commission a Form 15 certification and notice of termination of registration under section
11 12(g) of the Exchange Act.

12 25. **Exemption from Transfer Taxes and Recording Fees.** To the fullest extent permitted
13 by Bankruptcy Code section 1146(a), any transfer from a Debtor to the Liquidating Trustee or the
14 Stock Trustee, as applicable, or to any entity under, pursuant to, in contemplation of, or in connection
15 with the Plan or through: (a) the issuance, distribution, transfer or exchange of any debt, securities or
16 other interest in the Debtors; (b) the creation, modification, consolidation or recording of any
17 mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or
18 other means; (c) the making, assignment or recording of any lease or sublease; or (d) the making,
19 delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in
20 connection with, the Plan, including any deeds, bills of sale, assignments or other instrument of
21 transfer executed in connection with any transaction arising out of, contemplated by, or in any way
22 related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee,
23 intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use
24 tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee or other
25 similar tax or governmental assessment, and the appropriate state or local governmental officials or
26 agents shall forego the collection of any such tax or governmental assessment and to accept for filing
27 and recordation any of the foregoing instruments or other documents without the payment of any such
28 tax or governmental assessment.

1 26. **Dissolution of the Committee.** The Committee shall continue in existence until the
2 Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code section
3 1103 and shall perform such other duties as it may have been assigned by the Bankruptcy Court prior
4 to the Effective Date. On the Effective Date, the Committee shall be dissolved and the Committee's
5 members shall be deemed released of all their duties, responsibilities and obligations in connection
6 with the Chapter 11 Cases or the Plan and its implementation, and the retention or employment of the
7 Committee's Professionals shall terminate.

8 CAUSES OF ACTION

9 27. **Preservation of Causes of Action.** Except as otherwise provided in the Plan or by a
10 Final Order, any Causes of Action that the Debtors or the Reorganized Debtors, as applicable, may
11 hold against any Entity are hereby preserved in accordance with Section 9.6 of the Plan and, for the
12 avoidance of doubt, Exhibit A to the Plan.

13 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

14 28. **Rejection and Repudiation of Executory Contracts and Unexpired Leases.** On the
15 Effective Date or as soon as reasonably practicable thereafter, except as otherwise provided herein or
16 in the Plan, all executory contracts and unexpired leases shall be deemed rejected or repudiated
17 pursuant to Bankruptcy Code section 365 other than those executory contracts or unexpired leases that:
18 (a) previously were assumed or rejected by the Debtors; (b) are otherwise addressed in this
19 Confirmation Order; (c) are otherwise addressed in the Plan; or (d) are the subject of a motion to reject
20 such executory contracts or unexpired leases, as applicable, that is pending on the Effective Date,
21 regardless of whether the requested effective date of such rejection is on or after the Effective Date, in
22 accordance with Article V of the Plan.

23 29. **Claims Based on Rejection or Repudiation of Executory Contracts and Unexpired**
24 **Leases.** If the rejection or repudiation of an executory contract or unexpired lease pursuant to the Plan
25 results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the
26 Debtors or their properties, or any of their interests in properties as agent, successor or assign, unless a
27 Proof of Claim is filed with the Claims and Noticing Agent and served upon counsel to the Liquidating
28 Trustee within thirty (30) days after the earlier of (i) entry of this Confirmation Order and (ii) the

1 effective date of rejection or repudiation of the executory contract or unexpired lease. This
2 Confirmation Order shall serve as notice of the bar date established by Section 5.2 of the Plan to the
3 non-Debtor counterparties to the executory contracts and unexpired leases rejected pursuant to the
4 Plan. Unless otherwise provided herein, the Liquidating Trustee shall object to such Claims on or
5 before the Claims Objection Bar Date.

6 30. **DOE EV Project Contract.** Notwithstanding anything to the contrary in the Plan, this
7 Confirmation Order, or any other documents implementing the Plan, the Debtors or the Reorganized
8 Debtors, as applicable, shall maintain the right to file a motion to assume the DOE EV Project Contract
9 (as defined in the Disclosure Statement) under Bankruptcy Code section 365 (the “*DOE Assumption*
10 *Motion*”), which motion shall be filed no later than January 15, 2014 (the “*Assumption Motion Filing*
11 *Date*”), subject to further extension with the consent of the Debtors or the Liquidating Trustee, as
12 applicable, the Reorganized Debtors and the United States Department of Energy (the “*DOE*”), subject
13 to the terms set forth in this paragraph and the right of all parties in interest (including the DOE) to
14 object to any such DOE Assumption Motion; provided, further that any and all rights of the DOE, the
15 Debtors, the Plan Contributor (only in its capacity as plan proponent as provided for under the Plan)
16 and the Liquidating Trustee, as applicable, against all parties in interest in connection with the DOE
17 EV Project Contract shall be preserved; provided, however, the rights of the DOE as against the
18 Debtors shall be limited to the extent set forth in the Sale Orders (as defined in the Disclosure
19 Statement). Approval of any DOE Assumption Motion that requires the payment of applicable cure
20 costs, if any, to the DOE from the Debtors or the Liquidating Trust, as applicable, shall not be
21 permitted. If no DOE Assumption Motion is filed by the Assumption Motion Filing Date, the DOE
22 EV Project Contract shall be deemed rejected; provided, however, the DOE may not assert any claim
23 arising from such rejection against the Reorganized Debtors.

24 RELEASES, INJUNCTIONS, STAYS

25 31. **Discharge.** Except with respect to Class 4 Creditors, to the extent their Claims are
26 expressly not discharged, and as of the Effective Date, except as otherwise explicitly provided in the
27 Plan or this Confirmation Order (including with respect to Class 4 Claims), the rights afforded under
28 the Plan and the treatment of Claims and Equity Interests under the Plan shall be in exchange for and

1 in complete satisfaction, discharge and release of all Claims and satisfaction or termination of all
2 Equity Interests. Except with respect to Class 4 Creditors, to the extent their Claims are expressly not
3 discharged, and except as otherwise provided in the Plan or this Confirmation Order, Confirmation
4 shall, as of the Effective Date: (i) discharge the Debtors from all Claims or other debts that arose
5 before the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured or
6 unmatured, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h) or 502(i), in
7 each case whether or not (w) a Proof of Claim is filed or deemed filed pursuant to Bankruptcy Code
8 section 501, (x) a Claim based on such debt is Allowed pursuant to Bankruptcy Code section 502,
9 (y) the holder of a Claim based on such debt has accepted the Plan or (z) such Claim is listed in the
10 Schedules; and (ii) satisfy, terminate or cancel all Equity Interests and other rights of equity security
11 holders in the Debtors. As of the Effective Date, except as otherwise provided in the Plan or this
12 Confirmation Order, all Persons and Entities shall be precluded from asserting against the Debtors, or
13 their respective successors or property, any other or further Claims, demands, debts, rights, causes of
14 action, liabilities or equity interests based upon any act, omission, transaction or other activity of any
15 kind or nature that occurred prior to the Effective Date. In accordance with the foregoing, except as
16 provided in the Plan or this Confirmation Order, this Confirmation Order shall be a judicial
17 determination, as of the Effective Date, of a discharge of all such Claims except with respect to Class 4
18 Creditors, to the extent their Claims are expressly not discharged, and other debts and liabilities against
19 the Debtors and satisfaction, termination or cancellation of all Equity Interests and other rights of
20 equity security holders in the Debtors, pursuant to Bankruptcy Code sections 524 and 1141, and such
21 discharge will void any judgment obtained against the Debtors at any time, to the extent that such
22 judgment relates to a discharged Claim. For the avoidance of doubt, notwithstanding anything to the
23 contrary in the Plan, the Plan Supplement and this Confirmation Order, no indebtedness owed by the
24 Debtors or the Reorganized Debtors, except for the Intercompany Claims, as provided for under the
25 Plan, that arose prior to the Effective Date, shall be the responsibility in any way, except pursuant to
26 the Plan (including the Plan Supplement), of the Debtors. All such Claims, and any Claims for
27 professional fees incurred after the Effective Date incurred by the Liquidating Trust, shall be the
28 responsibility of the Liquidating Trust only.

1 32. **Pre-Effective Date Injunctions or Stays.** All injunctions or stays, whether by
2 operation of law or by order of the Bankruptcy Court, provided for in the Chapter 11 Cases pursuant to
3 Bankruptcy Code sections 105 or 362 or otherwise that are in effect on the Confirmation Date shall
4 remain in full force and effect until the Effective Date.

5 33. **Release, Injunction and Exculpation Provisions Under the Plan.** The release,
6 injunctions and exculpation provisions set forth in Sections 9.2, 9.3 and 9.5 of the Plan are approved
7 and authorized in their entirety, and such provisions shall be effective and binding on all Persons and
8 Entities to the extent provided in the Plan. As set forth in Section 9.4 of the Plan and approved hereby,
9 notwithstanding any other provision of Article IX of the Plan or this Confirmation Order, nothing in
10 Article IX of the Plan or this Confirmation Order shall be deemed to release the Limited Released
11 Parties from any claims, obligations, rights, suits, damages, causes of action, remedies and liabilities
12 whatsoever, if any, arising from or relating to the prepetition conduct with respect to the prepetition
13 operations and affairs of the Debtors. Such claims include, without limitation, claims for deepening
14 insolvency; breach of fiduciary duties; misrepresentation, negligence, and other misconduct; aiding
15 and abetting such misconduct; fraudulent conveyances and preference recoveries.

16 34. **Survival of Certain Indemnification Obligations.** Any obligations of the Debtors
17 pursuant to their corporate charters and bylaws or agreements, including any amendments, entered into
18 any time prior to the Effective Date, to indemnify, reimburse or limit the liability of any Person or
19 Entity pursuant to the Debtors' certificates of incorporation, bylaws, policy of providing employee
20 indemnification, applicable state law or specific agreement in respect of any claims, demands, suits,
21 causes of action or proceedings against such Person or Entity based upon any act or omission related to
22 such Person or Entity's service with, for, or on behalf of the Debtors prior to the Effective Date with
23 respect to all past, present and future actions, suits and proceedings relating to the Debtors shall
24 continue as obligations of the Liquidating Trust, in accordance with Section 5.4 of the Plan.
25 Notwithstanding anything to the contrary in the Plan or in this Confirmation Order, there shall be no
26 obligation of any kind on the part of the Debtors, the Liquidating Trust, the Liquidating Trustee, the
27 Plan Contributor, the Plan Stockholder, Blink Acquisition LLC, the Stock Trust, the Stock Trustee or
28 any of the Reorganized Debtors with respect to any Claims, suits or actions against a Person or Entity

1 that result in a final order determining that such Person or Entity is liable for fraud, willful misconduct,
2 gross negligence, bad faith, self-dealing or breach of the duty of loyalty.

3 PLAN CONSUMMATION AND EFFECTIVENESS

4 35. **Waiver of Stay.** For good cause shown, the stay of this Confirmation Order provided
5 by Bankruptcy Rule 3020(e) is waived, and this Confirmation Order shall be effective and enforceable
6 immediately upon its entry by the Court.

7 36. **Authorization to Consummate.** The Debtors are authorized to consummate the Plan
8 at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required
9 parties) of the conditions precedent to Consummation set forth in Article VIII of the Plan.

10 37. **Failure of Consummation.** If the Effective Date does not occur, then nothing
11 contained in the Plan shall (a) constitute a waiver or release of any Claims against or Equity Interests
12 in the Debtors; (b) prejudice in any manner the rights of the holder of any Claim against, or Equity
13 Interest in, the Debtors; (c) prejudice in any manner any right, remedy or Claim of the Debtors; (d) be
14 deemed an admission against interest by the Debtors; or (e) constitute a settlement, implicit or
15 otherwise, of any kind whatsoever.

16 38. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be
17 substantially consummated under Bankruptcy Code sections 1101 and 1127, notwithstanding any post-
18 Effective Date, non-material, technical modifications thereto.

19 39. **Notice of Confirmation.** In accordance with Bankruptcy Rules 2002 and 3020(c), the
20 Debtors shall serve notice of entry of this Confirmation Order, substantially in the form attached hereto
21 as **Exhibit A** (the “*Confirmation Order Notice*”), on the Core Notice Parties and all holders of Claims
22 and Equity Interests and within ten (10) Business Days after the date of entry of this Confirmation
23 Order. The form of the Confirmation Order Notice is hereby approved in all respects.

24 40. **Notice of Effective Date.** The Debtors shall file with the Bankruptcy Court a notice of
25 the occurrence of the Effective Date within a reasonable period of time after the conditions in
26 Section 8.1 of the Plan have been satisfied or waived pursuant to Section 8.2, and the Effective Date
27 has occurred. The notice of the Effective Date may be included in the Confirmation Order Notice.
28 Notwithstanding the above, no notice of Confirmation or Consummation or service of any kind shall

1 be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Final
2 Disclosure Statement and Confirmation Hearing, but received such notice returned marked
3 “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or
4 similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise
5 aware, of that Entity’s new address. The above-referenced notices are adequate under the particular
6 circumstances of the Chapter 11 Cases, and no other or further notice is necessary.

7 **OTHER MATTERS**

8 41. **Binding Effect.** Upon the occurrence of the Effective Date, all provisions of the Plan,
9 including all agreements, instruments and other documents filed in connection with the Plan and
10 executed by the Debtors, the Liquidating Trustee or the Stock Trustee, as applicable, in connection
11 with the Plan, shall be binding upon the Debtors, the Liquidating Trust, the Liquidating Trustee, the
12 Stock Trust, the Stock Trustee, the Plan Contributor, the Plan Stockholder, CCGI, all holders of Claims
13 and Equity Interests and all other Persons and Entities that are affected in any manner by the Plan. All
14 agreements, instruments and other documents filed in connection with the Plan shall have full force
15 and effect, and shall bind all parties thereto, subject to the occurrence of the Effective Date, upon the
16 entry of the Confirmation Order, whether or not such exhibits actually shall be executed by parties
17 other than the Debtors, the Liquidating Trustee or the Stock Trustee, or shall be issued, delivered or
18 recorded on the Effective Date or thereafter. The rights, benefits and obligations of any entity named
19 or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor,
20 administrator, successor or assign of such entity.

21 42. **Payment of Statutory Fees.** On the Effective Date or as soon as reasonably
22 practicable thereafter, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee
23 at the time of Confirmation. On and after the Effective Date, the Reorganized Debtors shall pay the
24 applicable U.S. Trustee fees for each of the Reorganized Debtors until the entry of a final decree,
25 pursuant to Bankruptcy Rule 3022, in each such Reorganized Debtor’s Chapter 11 Case or until each
26 such Chapter 11 Case is converted or dismissed.

27 43. **Nonseverability of Plan Provisions Upon Confirmation.** Each provision of the Plan
28 is: (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be

1 deleted or modified without the consent of the Debtors or the Reorganized Debtors, as applicable; and
2 (c) nonseverable and mutually dependent.

3 **44. Post-Confirmation Modifications.** Subject to the reasonable consent of the
4 Committee and the Plan Contributor, the Debtors may amend or modify the Plan, the Plan Supplement,
5 and any schedule or supplement hereto, at any time prior to the Effective Date in accordance with the
6 Bankruptcy Code, Bankruptcy Rules or any applicable court order. Subject to certain restrictions and
7 requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule 3019, the Debtors,
8 subject to the reasonable consent of the Committee and the Plan Contributor, expressly reserve their
9 rights to alter, amend or modify materially the Plan with respect to the Debtors, one or more times,
10 after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to
11 so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies
12 in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary
13 to carry out the purposes and intent of the Plan. A holder of a Claim or Equity Interest that has
14 accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified or
15 supplemented, if the proposed alteration, amendment, modification or supplement does not materially
16 and adversely change the treatment of the Claim or Equity Interest of such holder.

17 **45. Applicable Non-Bankruptcy Law.** Pursuant to Bankruptcy Code sections 1123(a) and
18 1142(a), the provisions of this Confirmation Order, the Plan and related documents, or any
19 amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise
20 applicable non-bankruptcy law, rule or regulation.

21 **46. References to and Omissions of Plan Provisions.** References to articles, sections and
22 provisions of the Plan are inserted for convenience of reference only and are not intended to be a part
23 of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any
24 particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or
25 impair the effectiveness of such article, section, or provision, it being the intent of the Court that the
26 Plan be confirmed in its entirety and incorporated herein by this reference.

27 **47. Headings.** Headings utilized herein are for convenience and reference only, and do not
28 constitute a part of the Plan or this Confirmation Order for any other purpose.

1 48. **Effect of Conflict.** This Confirmation Order supersedes any Court order issued prior to
2 the Confirmation Date that may be inconsistent with this Confirmation Order, except as set forth in this
3 paragraph. If there is any inconsistency between the terms of this Confirmation Order and the Plan
4 (including any amendments thereto), the terms of this Confirmation Order shall govern and control. If
5 there is any inconsistency between the terms of the Plan (including any amendments thereto), the terms
6 of the Plan Supplement and the terms of this Confirmation Order, the terms of the Plan Supplement
7 shall govern and control.

8 49. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date shall,
9 to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and related to,
10 the Chapter 11 Cases, including the matters set forth in Section 10.1 of the Plan and section 1142 of
11 the Bankruptcy Code. If the Bankruptcy Court abstains from exercising, or declines to exercise,
12 jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan or in the
13 Chapter 11 Cases, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall
14 not control, prohibit, or limit the exercise of jurisdiction by any other court having competent
15 jurisdiction with respect to such matter.

16 50. **Scottsdale House.** Notwithstanding anything in the Plan to the contrary, Class 1 shall
17 include, *inter alia*, any Secured Claims (to the extent Allowed) of BMO Harris Bank N.A. in its
18 capacity as personal representative of the estate of C. Timothy Caldwell (“**BMO**”) related to the loan
19 made by C. Timothy Caldwell to Debtor ECotality, Inc. BMO asserts that the (i) current amount of its
20 Secured Claim as of the Petition Date is \$192,713.58, and (ii) BMO is entitled to recover accrued and
21 accruing interest, costs and reasonable attorneys’ fees as an oversecured creditor. BMO further asserts
22 that repayment of BMO’s Secured Claim is secured by among other things a first and prior, valid and
23 perfected lien and security interest in the real property located at 6821 East Thomas Road in
24 Scottsdale, Arizona (the “**Scottsdale House**”). To the extent BMO’s Secured Claim is Allowed and
25 except to the extent that BMO agrees to a less favorable treatment of its Secured Claim, in full and
26 final satisfaction, settlement, release and discharge of, and in exchange for, BMO’s Secured Claim,
27 BMO shall receive, at the option of the Reorganized Debtors or Liquidating Trustee, as applicable,
28 either: (i) payment in full in Cash of BMO’s Secured Claim; (ii) reinstatement of BMO’s Secured

1 Claim as it existed prior to the Petition Date, pursuant to the terms of the loan documents attached to
2 the Proof of Claim filed by BMO at Claim No. 6-1 in the bankruptcy case of Debtor ECotality, Inc.;
3 (iii) return of any and all collateral subject to such holder's Secured Claim, including without
4 limitation the Scottsdale House; or (iv) such other treatment rendering such holder's Allowed Secured
5 Claim Unimpaired. BMO shall retain its lien on all collateral subject to its Secured Claim, including
6 without limitation the Scottsdale House, to the same extent and priority that existed prior to the
7 Petition Date. In the event the Scottsdale House or any other collateral securing BMO's Secured
8 Claim is sold by the Reorganized Debtors or the Liquidating Trustee, as shall be agreed by the parties
9 or ordered by the Court, to the extent BMO's Secured Claim is allowed, BMO's Secured Claim shall
10 attach the proceeds of such sale.

11 51. **Global Learnnet Suit.** While Debtors do not agree that Debtors may be named as
12 defendants in any lawsuit, nothing in the Plan shall preclude plaintiffs ("*Plaintiffs*") in the matter
13 captioned *Global Learnnet Ltd., et al. v. ECotality, Inc., et al.*, Case No. CGC-14-539077, pending in
14 California Superior Court, County of San Francisco (the "*State Lawsuit*") from seeking leave of the
15 Bankruptcy Court to serve any subpoenas on the Debtors, the Reorganized Debtors and the Liquidating
16 Trust, pursuant to the California Code of Civil Procedure. The Debtors, the Reorganized Debtors, the
17 Liquidating Trust and any other parties to the State Lawsuit reserve all rights to object to, oppose or
18 otherwise contest any subpoenas or other discovery requests served by Plaintiffs in the State Lawsuit,
19 on any basis whatsoever, including under Bankruptcy Code section 362, but excluding the discharge,
20 release and injunction provisions of the Plan and this Confirmation Order. Further, nothing within the
21 Plan shall release or discharge any rights, benefits or obligations of the Debtors or any Limited
22 Released Parties under any insurance policies obtained by Debtors and that name any Limited
23 Released Parties as insureds. Additionally, nothing in the Plan and this Confirmation Order, including
24 the discharge, release and injunction provisions, shall prevent or enjoin the Plaintiffs from pursuing
25 recovery under the Debtors' Officer and Director insurance policies, except that the Plaintiffs may not
26 name any Debtor as a party to the State Lawsuit or any other action. The proceeds from such
27 insurance policies shall be available to pay a judgment in favor of Plaintiffs in the State Lawsuit, if
28 any, provided that such insurance proceeds are otherwise available under the terms of the policies and

1 under the law. In any event, the Plaintiffs shall not be entitled to collect any judgment against the
2 Debtors, the Reorganized Debtors or the Liquidating Trust, or any of their successors in interest. The
3 Plan does not affect any obligations that the Debtors, the Reorganized Debtors or the Liquidating Trust
4 otherwise have to preserve documents and other information related to the State Lawsuit.

5 52. **Miscellaneous.** The definition of Excluded Assets shall also include the Debtors'
6 interests in ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V.; provided,
7 however, that any liabilities of ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de
8 C.V., if any, shall not be deemed to be Claims against any of the Debtors; provided, further, the
9 Liquidating Trust and the Stock Trust shall have no liability whatsoever with respect to ECotality
10 Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V. For clarity, the Debtors' interests in
11 ECotality Asia Pacific Limited are not Excluded Assets, and shall be assets of Reorganized ECotality.
12 For the avoidance of doubt, the Liquidating Trustee disclaims all ownership, rights and interests, if
13 any, in ECotality Australia Pty. Ltd and Portable Energy de Mexico, S.A. de C.V. The definition of
14 Intercompany Claims shall be as follows: "any amounts due or obligation among or between the
15 Debtors and/or any of ECotality Australia Pty Ltd., Portable Energy de Mexico, S.A. de C.V. and
16 ECotality Asia Pacific Limited, including without limitation intercompany receivables, intercompany
17 investments, intercompany guarantees, contribution due to intercompany liabilities, or ownership
18 interests of one Debtor by another Debtor, as identified in the Plan Supplement." For clarity, the
19 Equity Interests in those Debtors, other than Debtor ECotality, Inc. (the parent company of such
20 Debtors), ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall be
21 cancelled and new common stock in those Reorganized Debtors shall be issued to Reorganized
22 ECotality.

23
24 Agreed as to form: /s/ Dean Dinner

25 * * * **SIGNED AND DATED ABOVE** * * *