

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

In re: )  
)  
HDGM Advisory Services, LLC, et al.,<sup>1</sup> ) Case No. 14-04797  
)  
Debtors. ) Jointly Administered

DISCLOSURE STATEMENT FOR DEBTOR’S FIRST AMENDED JOINT CHAPTER 11  
PLAN OF REORGANIZATION

**November 10, 2014**

KATZ & KORIN, P.C.  
334 North Senate Avenue  
Indianapolis, Indiana 46204

Please address all inquiries concerning Debtor, the Plan, this Disclosure Statement to:

Michael W. Hile  
KATZ & KORIN, P.C.  
334 North Senate Avenue  
Indianapolis, Indiana 46204  
Office: 317-464-1100  
Fax: 317-464-1111  
Email: mhile@katzkorin.com

AS A CREDITOR OR EQUITY HOLDER OF THE DEBTORS, YOU GENERALLY ARE ENTITLED TO VOTE ON A PLAN OF REORGANIZATION FOR THE DEBTORS. A PLAN PROPOSES THE METHOD FOR THE DEBTORS TO EXIT CHAPTER 11 AND THE DISTRIBUTIONS YOU WOULD RECEIVE FROM THE DEBTORS IN THEIR CHAPTER 11 CASES.

THIS DISCLOSURE STATEMENT IS BEING SENT TO YOU IN CONNECTION WITH THE SOLICITATION OF YOUR ACCEPTANCE OR REJECTION OF THE PROPONENTS’ PLAN OF REORGANIZATION, A COPY OF WHICH IS ANNEXED HERETO. THIS DISCLOSURE STATEMENT CONTAINS THE ONLY INFORMATION AND REPRESENTATIONS APPROVED FOR USE IN SUCH SOLICITATION. NO PERSON MAY PROVIDE ANY OTHER INFORMATION OR REPRESENTATIONS REGARDING THE PLAN IN CONNECTION WITH SUCH SOLICITATION UNLESS AUTHORIZED TO DO SO BY THE BANKRUPTCY COURT.

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<sup>1</sup> The Debtors include HDGM Advisory Services, LLC (Case No. 14-04797) and HDG Mansur Investment Services, Inc. (Case No. 14-04798).

THE NEXT FEW PAGES OF THIS DISCLOSURE STATEMENT INCLUDE AN INTRODUCTION REGARDING THE PLAN PROCESS AND A SUMMARY OF THE PLAN. NONETHELESS, ALL CREDITORS AND EQUITY HOLDERS ARE ADVISED AND ENCOURAGED TO READ THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. PLAN SUMMARIES IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN AND ANY OTHER EXHIBITS OR COURT FILINGS REFERRED TO IN THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE, NOT FEDERAL OR STATE SECURITIES LAWS OR OTHER NONBANKRUPTCY LAW. PERSONS OR ENTITIES HOLDING OR TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST, OR SECURITIES OF, THE DEBTORS SHOULD EVALUATE THIS DISCLOSURE STATEMENT IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED. THE SECURITIES AND EXCHANGE COMMISSION HAS NOT APPROVED, DISAPPROVED, OR PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY. AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS INVOLVING THE DEBTORS OR ANY OTHER PARTY, THIS DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED AS AN ADMISSION, WAIVER, OR STIPULATION OF ANY FACT OR LIABILITY, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS.

THIS DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN UPON HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS.

## **ARTICLE I**

### **INTRODUCTION**

The Debtors (collectively, the "Proponents") have proposed their Joint Plan of Reorganization (the "Plan") as the method for the Debtors to emerge from Chapter 11 of Title 11 of the U.S.C. (the "Bankruptcy Code") and provide distributions to certain of the Debtors' creditors. Most of the Debtors' creditors and equity holders are entitled to vote on the Plan. The Proponents submit this Disclosure Statement to explain the Plan to creditors and equity holders and provide them with adequate information to make an informed judgment regarding acceptance or rejection of the Plan.

A copy of the Plan is annexed hereto as Exhibit "A". Unless defined in the text of the Disclosure Statement, each capitalized term used in the Disclosure Statement has the definition ascribed to such term in the Plan.

**A. Filing Of Plan.**

On November 10, 2014, the Proponents filed the Plan with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Bankruptcy Court").

**B. Purpose of the Disclosure Statement.**

This Disclosure Statement is being sent to you to aid your understanding of the Plan in connection with the solicitation of your vote on the Plan. While the Bankruptcy Court has approved this Disclosure Statement as containing "adequate information" to enable you to vote on the Plan, the Bankruptcy Court's approval of the Disclosure Statement does not constitute approval or disapproval of the Plan. The Bankruptcy Court will consider the Plan *after* you have voted on it.

To the extent you have any questions regarding the Plan, the Proponents urge you to contact:

Michael W. Hile  
 KATZ & KORIN, P.C.  
 334 North Senate Avenue  
 Indianapolis, Indiana 46204  
 mhile@katzkorin.com

**C. Voting On The Plan.**

1. Who Votes.

Pursuant to the Bankruptcy Code, only members of impaired classes are entitled to vote on the Plan.

Classes that are unimpaired under the Plan (i.e., those whose rights are unaltered, whose claims or interests are reinstated, or who are paid in full) are deemed to have accepted the Plan and do not vote on the Plan. The following classes are impaired or unimpaired as noted in the chart below:

Class	Claim	Status	Voting Rights
<b>Secured Claims</b>			
1A	Allowed Secured Claims against MAS other than: a) Allowed Secured Claims of GPIF against MAS which are classified as Class 1B	Unimpaired	Deemed to Accept the Plan

Class	Claim	Status	Voting Rights
	Claims; and b) Allowed Secured Claims against MAS that are also Allowed Priority Tax Claims (which are not classified but shall be treated pursuant to Section 2.2 of the Plan)		
1B	Allowed Secured Claims of GPIF Against MAS	Unimpaired	Deemed to Accept the Plan
1C	Allowed Secured Claims Against MISI other than a) Allowed Secured Claims of GPIF against MISI (which are classified as Class 1D Claims); b) Allowed Secured Claims of Finzels Creditors against MISI (which are classified as Class 1E Claims) and c) Allowed Secured Claims that also are Allowed Priority Tax Claims (which are not classified but are treated pursuant to Section 2.2 of this Plan)	Unimpaired	Deemed to Accept the Plan
1D	Allowed Secured Claims of GPIF Against MISI	Unimpaired	Deemed to Accept the Plan
1E	Allowed Secured Claims of Finzels Creditors Against MISI	Unimpaired	Deemed to Accept the Plan
<b>Other Priority Claims</b>			
2A	Other Priority Claims Against MAS	Unimpaired	Deemed to Accept the Plan
2B	Other Priority Claims Against MISI	Unimpaired	Deemed to Accept the Plan

Class	Claim	Status	Voting Rights
<b>Special Asset Claims</b>			
3A	Allowed Special Asset Claims against MAS	Unimpaired	Deemed to Accept the Plan
3B	Allowed Special Asset Claims against MISI	Unimpaired	Deemed to Accept the Plan
<b>Unsecured Claims Against MAS</b>			
4A	Allowed Unsecured GPIF Deficiency Claims Against MAS	Impaired	Entitled to Vote
4B	Allowed Unsecured GPIF Investor Claims Against MAS	Impaired	Entitled to Vote
4C	Allowed Unsecured Claims Against MAS Other Than Those Classified in Classes 4A - 4B	Impaired	Entitled to Vote
<b>Unsecured Claims Against MISI</b>			
5A	Allowed Unsecured GPIF Deficiency Claims Against MISI	Impaired	Entitled to Vote
5B	Allowed Unsecured GPIF Investor Claims Against MISI	Impaired	Entitled to Vote
5C	Allowed Unsecured Finzel Creditors Deficiency Claims Against MISI	Impaired	Entitled to Vote
5D	Allowed Unsecured Claims Against MISI Other Than Those Classified in Classes 5A - 5C	Impaired	Entitled to Vote

Class	Claim	Status	Voting Rights
<b>Allowed Interests</b>			
6	Allowed MAS Interests	Impaired	Entitled to Vote
7	Allowed MISI Interests	Impaired	Entitled to Vote

2. Ballots.

One or more ballots are enclosed with each copy of this Disclosure Statement sent to a holder of a Claim or Interest entitled to vote. Creditors and equity interest holders holding Claims or Interests in more than one impaired class entitled to vote on the Plan shall complete a ballot for each such class.

3. Voting Procedure.

After carefully reviewing the Plan and this Disclosure Statement, please indicate your vote on each enclosed ballot and return the ballot(s) in the enclosed self-addressed envelope. To be counted, ballots must be marked, signed, and returned so they are received no later than \_\_:00 p.m., Indianapolis time, on \_\_\_\_\_, 2014 by: Bankruptcy Court Clerks' Office, Katz & Korin, PC Ballot Tabulation, 334 North Senate Avenue, IN 46204. If your ballot is not signed and returned as described, it will *not* be counted. If your ballot is damaged or lost, or if you do not receive (but you believe you are entitled to receive) a ballot, you may request a replacement by sending a written request to:

Katz & Korin, PC  
334 North Senate Avenue  
Indianapolis, IN 46204

4. Vote Solicitation.

The process of soliciting votes on the Plan must be fair, open, and in accordance with the following restriction:

NO REPRESENTATIONS CONCERNING THE DEBTORS, THEIR ASSETS, THEIR PAST AND FUTURE OPERATIONS, AND/OR THE PLAN ARE AUTHORIZED, EXCEPT THOSE IN THE DISCLOSURE STATEMENT OR OTHERWISE AUTHORIZED BY THE BANKRUPTCY COURT.

If you believe your vote is being solicited outside the judicially approved and statutorily defined disclosure requirements and voting procedures, please immediately contact counsel for the Proponents.

5. Acceptance.

Under the Bankruptcy Code, an impaired class of claims entitled to vote has accepted a plan if, of those voting, the holders of two-thirds in dollar amount, and more than one-half in number, of claims accept the Plan. An impaired class of interest holders entitled to vote accepts a plan if, of those voting, the holders of two-thirds in amount of interests accept.

**D. Hearing On Confirmation Of Plan.**

The Bankruptcy Court has scheduled a hearing to consider confirmation (i.e., approval) of the Plan on \_\_\_\_\_, 2014, at \_\_\_\_\_ .m., Indianapolis time, in Courtroom \_\_\_\_\_ of the Bankruptcy Court, United States Courthouse, 46 East Ohio Street, Indianapolis, Indiana 46204. The confirmation hearing may be adjourned from time to time without further notice other than by announcement in the Bankruptcy Court on the scheduled hearing date.

**ARTICLE II**

**BACKGROUND**

**A. The Debtors' Legal Structure.**

HDGM Advisory Services, LLC ("MAS") is an Indiana limited liability company. HDG Mansur Investments Services, Inc. ("MISI") is an Indiana corporation. The Debtors are directly or indirectly owned by Harold D. Garrison, who is also a debtor in possession in a separate chapter 11 case. Originally, the Debtors operated business only through MISI, but in May 2011 MAS was formed and MISI assigned its investment advisory contract with GPIF and related funds to MAS. MISI developed Finzels Reach, a real estate development in Bristol England.

**B. Business Of The Debtors.**

The Debtors invest in and develop real estate around the world. The Debtors also provided management and investment services to real estate funds that were set up as an investment vehicle for religious Muslims, who are prohibited by Sharia law from paying or receiving interest or becoming direct lenders or borrowers. MISI such funds until late 2012 when it assigned the management contract to MAS. The GPIF management agreements purportedly have been terminated by the investment funds. Litigation (the "New York Litigation") pends in the United States District Court, Southern District of New York respecting such management agreements and related relationships. Litigation also pends in London, England (the "Finzels Reach Litigation") respecting the development of that project.

**C. Events Leading To Chapter 11 Filings.**

As with all participants in Real Estate development and investment, the Debtors were experiencing the cyclical downturn of real estate worldwide. In addition to that general distress, in late 2012, GPIF terminated MAS's management contract ending that revenue stream. Shortly thereafter, GPIF commenced the New York Litigation. Shortly after that the Finzels Creditors

commenced the Finzels Reach Litigation against MISI and related entities respecting an incomplete real estate development in Bristol England known as Finzels Reach. In May 2014, the Court in the New York Litigation entered a partial summary judgment against the Debtors in excess of \$5,000,000 for breach of contract. The Debtors did not appeal that judgment. The remaining claims and counterclaims were scheduled for trial. On May 21, 2014, the Debtors commenced their Chapter 11 Cases in the Bankruptcy Court.

### **ARTICLE III**

#### **THE CHAPTER 11 CASE**

##### **A. Commencement And Overview Of The Chapter 11 Case.**

###### **1. Commencement.**

On May 21, 2014, the Debtors filed their petitions for relief under Chapter 11 of the Bankruptcy Code with the Bankruptcy Court. The Debtors have continued in possession and management of their properties and operate their businesses as Debtors in possession. There remains little business for the Debtors to operate. Their goal is to liquidate all remaining assets, including several causes of action against their owner, GPIF, the Finzels Creditors, related entities and others in order to provide maximum recoveries for the Debtors' Creditors.

Because the Debtors seek recoveries from their owner, Mr. Garrison, for similar claims and legal theories as various creditors seek recoveries from Mr. Garrison, the Debtors sought and obtained an injunction of the Creditors' continued pursuit of the New York Litigation against Mr. Garrison. The Bankruptcy Court subsequently modified the injunction to permit a trial to occur against Mr. Garrison in the New York Litigation to determine liability, but still staying collection of any judgment. Shortly thereafter, Mr. Garrison commenced his own chapter 11 case in the Bankruptcy Court.

On July 8, 2014, the Debtors sought the establishment of a bar date to file claims and/or interests in these Chapter 11 Cases. The Court established August 13, 2014, as the last date to file claims and/or interests in these Chapter 11 Cases.

The Debtors filed claims for certain creditors pursuant to Bankruptcy Rule 3004. Among such claims, is a class proof of claim for GPIF Fund Investors, who have retained counsel and are seeking to prosecute the class Claims here.

On October 27, 2014, the Court appointed John Humphrey as examiner with expanded powers to investigate and prosecute certain claims against the Debtors respecting insiders and others.

On September 17, 2014 the Proponents filed their Plan. The Plan implements the liquidation of the Debtors in a liquidating trust and empowers the Examiner and the Debtors to appoint the Trustee who will liquidate and litigate here. The Plan proposes liquidation of all assets and claims by or against the Debtors and a distribution of any net proceeds according to the



priorities of the Bankruptcy Code, provided, however, that certain assets to which only a limited number of creditors have claims and that are insufficient to satisfy all such claims shall also be distributed by the Debtors to holders of claims with a right to receive from such Special Assets. The Proponents seek promptly to confirm the Plan and to continue for the purpose of completely liquidating and dissolving, as provided by the Plan.

## 2. Overview.

The chapter 11 cases involve divergent views as to the value of the Debtors' assets and the rights thereto among two secured creditors (secured by setoff rights), substantial unsecured creditors and equity constituencies. The Debtors have determined to liquidate and to resolve claims and collect assets as provided for in the Trust and maximize the return to all parties to these Chapter 11 Cases.

To achieve confirmation of a plan, a chapter 11 case traditionally passes through three overlapping phases. In phase one, a Debtor must stabilize the operation of its business, reduce losses, adjust to chapter 11 administration, and educate the committees and other parties about the Debtor. Phase two involves developing a business plan for the restructuring of the Debtor's operations into a viable core business. Phase three involves the development, negotiation, confirmation, and implementation of a plan of reorganization. Because these Chapter 11 cases involved Debtors that were in essence no longer "operating" ongoing businesses, these Debtors generally bypassed phases one and two as set forth above. Consequently, the Debtors determined that liquidation of the Debtors' assets was the preferred way to maximize the Debtors' asset value. The most significant of the Debtors' assets include litigation against third parties. Consequently, the Plan must provide for a way to realize recoveries in the significant litigations to be commenced. The Chapter 11 Plan provides for a Third Party Release generally to be approved, but authorized to be used only as determined by the Trustee. This tool will assert in asset maximization. The plan of reorganization provides for the legal restructuring of the Debtors, the collection of the Debtors' assets and the treatment of Claims against and equity Interests in the Debtors.

### **B. Settlement of Significant Controversies Will Occur in the Trust Established By the Plan**

The nature of these Chapter 11 Cases begs for a resolution of insider and Third Party claims and collection of minimal resources for distribution to creditors. Because of mounting administrative expenses and the bifurcation of Claim investigation and prosecution between the Debtor and the Examiner, the Debtors believe the most efficient result will be obtained here if the Debtors liquidate through a liquidating trust, whose trustee will conduct the litigation here to collect assets for distribution. The Examiner and the Debtors will jointly select a Trustee. This provides Creditor protection, but does away with duplicate efforts and resource consumption.

### **C. Reserved Claims**

The Debtors reserve claims against third parties for the benefit of the Trust. As discussed earlier, the Proponents believe that the Debtors' greatest assets are its Claims against third parties.

The Plan preserves all Claims against third parties, including but not limited to, all Claims assertable against any party to pending litigation and those identified herein as actual and/or potential litigants.

## ARTICLE IV

### PROPONENTS' PLAN OF REORGANIZATION

Certain significant elements of the Plan are summarized below. The summary is qualified in its entirety by reference to more detailed information in the Plan, a copy of which is annexed as Exhibit "A" to the Disclosure Statement.

#### A. Classification And Treatment Of Claims And Interests.

1. Treatment of Administrative Expense Claims, Priority Tax Claims, and U.S. Trustee Fees.
  - (a) Administrative Expense Claims Under Sections 507(a)(2) and 502(f) (if any) and Under 507(a)(3). Administrative Expense Claims consist of expenses of administration incurred by the Debtor's estates, including the Claims of those professionals whose employment has been authorized by the Bankruptcy Court, Allowed and ordered paid by the Bankruptcy Court. There are no 502(F) claims in these Chapter 11 Cases. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Expense Claims have not been classified and are treated as described in this Section 2.1 of the Plan. Holders of such Claims are not permitted to vote in these Chapter 11 Cases. Except as otherwise ordered by the Bankruptcy Court or by written agreement with the holder of such Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim shall be paid in Cash in full on the Effective Date or as soon thereafter as is practicable, or by the date when such Administrative Expense Claim is payable by its terms, consistent under past practice and in accordance with past terms.
  - (b) Priority Tax Claims. In accordance with Bankruptcy Code 1123(a)(1), Priority Tax Claims as set forth in section 507(a)(8) of the Bankruptcy Code have not been classified and are treated as described in this Section 2.2 of the Plan. Holders of such Claims are not permitted to vote in these Chapter 11 Cases. Unless otherwise agreed by the holder of an Allowed Priority Tax Claim, any Person holding an Allowed Priority Tax Claim will receive in full satisfaction of such Allowed Priority Tax Claim: (a) Cash in the full amount of such Allowed Claim on the later of the Effective Date or as soon thereafter as is practicable or the date such Claim becomes an Allowed Claim; or (b) deferred Cash payments over a period of five (5) years from the Petition Date, of a value, as of the Effective Date equal to such Allowed Priority Tax Claim.

- (c) U.S. Trustee Fees. U.S. Trustee Fees include all fees and charges assessed against the Debtor's estate under section 1930 of Title 28 of the United States Code. Holder of such Claims are not permitted to vote in these Chapter 11 Cases. All U.S. Trustee Fees will be paid in full by the Debtor or Reorganized Debtor, as applicable, as they become due and owing.

The Plan classifies and treats Claims and Interests as follows; *provided, however*, that the holder of a Claim or Interest may agree to and receive less favorable treatment than the treatment provided below:

Class 1A: Allowed Secured Claims against MAS other than: a) Allowed Secured Claims of GPIF against MAS which are classified as Class 1B Claims; and b) Allowed Secured Claims against MAS that are also Allowed Priority Tax Claims (which are not classified but shall be treated pursuant to Section 2.2 of the Plan).

Class 1A does not contain any known Claims. Class 1A is unimpaired and is not entitled to vote on the Plan.

Each holder of an Allowed Class 1A Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 4C general Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1A Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1A Claim. The Debtors' and/or Trustee's surrender of the remaining collateral of such holder of Allowed Class 1A Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 4C Claim. If the debt instrument and any related mortgages and other documents under which the Class 1A Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 4C Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1A, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1A Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1A Claim. If a Class 1A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such

holder.

Class 1B: Allowed Secured Claims of GPIF Against MAS.

Class 1B contains GPIF's Allowed Secured Claims against MAS. Class 1B is unimpaired and is not entitled to vote on the Plan.

Each holder of an Allowed Class 1B Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 4A general Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1B Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1B Claim. The Debtors' and/or Trustee's surrender of the remaining collateral of such holder of Allowed Class 1B Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 4A Claim. If the debt instrument and any related mortgages and other documents under which the Class 1B Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 4A Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1B, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1B Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1B Claim. If a Class 1B holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

Class 1C: Allowed Secured Claims Against MISI other than a) Allowed Secured Claims of GPIF against MISI (which are classified as Class 1D Claims); b) Allowed Secured Claims of Finzels Creditors against MISI (which are classified as 1E Claims) and c) Allowed Secured Claims that also are Allowed Priority Tax Claims (which are not classified but are treated pursuant to Section 2.2 of this Plan).

Class 1C does not contain any Claims. Class 1C is unimpaired and is not entitled to vote on the Plan.

Each holder of an Allowed Class 1C Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 5D Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1C Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1C Claim. The Debtors' and/or Trustee's surrender of the remaining collateral of such holder of Allowed Class 1C Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 5D Claim. If the debt instrument and any related mortgages and other documents under which the Class 1C Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 5D Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1C, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1C Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1C Claim. If a Class 1C holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

Class 1D: Allowed Secured Claims of GPIF Against MISI.

Class 1D contains GPIF's Allowed Secured Claims against MISI. Class 1D is unimpaired and is not entitled to vote on the Plan.

Each holder of an Allowed Class 1D Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 5A Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1D Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1D Claim. The Debtors' and/or Trustee's surrender of the remaining

collateral of such holder of Allowed Class 1D Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 5A Claim. If the debt instrument and any related mortgages and other documents under which the Class 1D Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 5A Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1D, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1D Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1D Claim. If a Class 1D holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

Class 1E: Allowed Secured Claims of Finzels Creditors Against MISI.

Class 1E contains Finzels Creditors Allowed Secured Claims against MISI. Class 1E is unimpaired and is not entitled to vote on the Plan.

Each holder of an Allowed Class 1E Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 5C Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1E Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1E Claim. The Debtors' and/or Trustee's surrender of the remaining collateral of such holder of Allowed Class 1E Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 5C Claim. If the debt instrument and any related mortgages and other documents under which the Class 1E Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 5C Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1E, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1E Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1E Claim. If a Class 1E holder's Claim has not become an Allowed Claim on the

Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

Class 2A:      Other Priority Claims Against MAS.

Class 2A consists of the Allowed Other Priority Claims against MAS. Class 2A is unimpaired and is not entitled to vote on the Plan.

This class consists of all Allowed Other Priority Claims against MAS. Unless otherwise agreed by the holder of any Claim in this class, each Allowed Other Priority Claim that has not been satisfied as of the Effective Date will receive in full and final satisfaction and discharge of and in exchange for each Allowed Other Priority Claim payment in Cash in full on the later of: (a) the fourteenth (14th) day after the Effective Date or as soon as reasonably practicable thereafter as determined by the Reorganized Debtor; and (b) the fourteenth (14th) day after the date on which there is a Final Order allowing such Claim. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 2A, on the Effective Date or as soon thereafter as practicable, shall receive a Class 2A Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 2A Claim. If a Class 2A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

Class 2B:      Other Priority Claims Against MISI.

Class 2B consists of the Allowed Other Priority Claims against MISI. Class 2B is unimpaired and is not entitled to vote on the Plan.

This class consists of all Allowed Other Priority Claims against MISI. Unless otherwise agreed by the holder of any Claim in this class, each Allowed Other Priority Claim that has not been satisfied as of the Effective Date will receive in full and final satisfaction and discharge of and in exchange for each Allowed Other Priority Claim payment in Cash in full on the later of: (a) the fourteenth (14th) day after the Effective Date or as soon as reasonably practicable thereafter as determined by the Reorganized Debtor; and (b) the fourteenth (14th) day after the date on which there is a Final Order allowing such Claim. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 2B, on the Effective Date or as soon thereafter as practicable, shall receive a Class 2B Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 2B Claim. If a Class 2B holder's Claim has not become an Allowed Claim on the Effective Date, then such

Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

Class 3A: Allowed Special Asset Claims against MAS.

Class 3A consists of Allowed Claims against MAS entitled to share in MAS Special Asset recoveries, if any. Class 3A is unimpaired and is not entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 3A Claims shall receive a Class 3A Beneficial Interest in the Trust in an amount equal to such holder's Allowed Class 3A Claim. If a Class 3A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim in this Class, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. Each Beneficial Interest issued to Class 3A Claim holders shall provide for such holder to receive such holder's Pro Rata Share of each such Special Asset Recovery in which such holder is entitled to share.

Class 3B: Allowed Special Asset Claims Against MISI.

Class 3B consists of Allowed Claims against MISI entitled to share in MISI Special Asset recoveries, if any. Class 3B is unimpaired and is not entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 3B Claims shall receive a Class 3B Beneficial Interest in the Trust in an amount equal to such holder's Allowed Class 3B Claim. If a Class 3B holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim in this Class, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. Each Beneficial Interest issued to Class 3B Claim holders shall provide for such holder to receive such holder's Pro Rata Share of each such Special Asset Recovery in which such holder is entitled to share.

Class 4A: Allowed Unsecured GPIF Deficiency Claims Against MAS.

Class 4A consists of the Allowed Unsecured Deficiency Claims by GPIF against MAS, if any. Class 4A is impaired and entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 4A Claims shall receive a Class 4A Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 4A Claim. If a Class 4A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial



Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

Class 4B: Allowed Unsecured GPIF Investor Claims Against MAS.

Class 4B contains Allowed GPIF Investor Claims against MAS. Class 4B is impaired and entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 4B Claims shall receive a Class 3B Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 4B Claim. If a Class 4B holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

Class 4C: Allowed Unsecured Claims Against MAS Other Than Those Classified in Classes 4A - 4B.

Class 4C contains mainly Claims of MAS trade creditors. Class 4C is impaired and entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 4C Claims shall receive a Class 4C Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 4C Claim. If a Class 4C holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

Class 5A: Allowed Unsecured GPIF Deficiency Claims Against MISI.

Class 5A contains Allowed GPIF Deficiency Claims against MISI, if any. Class 5A is impaired and entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 5A Claims shall receive a Class 5A Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 5A Claim. If a Class 5A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide

the distribution to such beneficiaries in accord with the Trust terms.

Class 5B: Allowed Unsecured GPIF Investor Claims Against MISI.

Class 5B contains Allowed GPIF Investor Claims against MISI. Class 5B is impaired and entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 5B Claims shall receive a Class 5B Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 5B Claim. If a Class 5B holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

Class 5C: Allowed Unsecured Finzel Creditors Deficiency Claims Against MISI.

Class 5C contains Allowed Finzel Creditors Unsecured Deficiency Claims against MISI, if any. Class 5C is impaired and entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 5C Claims shall receive a Class 5C Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 5C Claim. If a Class 5C holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

Class 5D: Allowed Unsecured Claims Against MISI Other Than Those Classified in Classes 5A - 5C.

Class 5D contains primarily Claims of MISI trade creditors. Class 5D is impaired and entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 5D Claims shall receive a Class 5D Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 5D Claim. If a Class 5D holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

Class 6: Allowed MAS Interests.

Class 6 consists of Allowed MAS Interests. Class 6 is impaired and is entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, each holder of an Allowed Interest in Class 6 shall receive a Class 6 Beneficial Interest in the Trust that represents solely the right to receive any MISI allocated Trust assets after satisfaction in full of all MISI Allowed Claims represented by a Beneficial Interest in the Trust. Any certificate representing such Allowed Interest shall be cancelled upon the Effective Date.

Class 7: Allowed MISI Interests.

Class 7 consists of Allowed MISI Interests. Class 7 is impaired and is entitled to vote on the Plan.

On the Effective Date, or as soon thereafter as practicable, each holder of an Allowed Interest in Class 7 shall receive a Class 7 Beneficial Interest in the Trust that represents solely the right to receive any MAS allocated Trust assets after satisfaction in full of all MAS Allowed Claims represented by a Beneficial Interest in the Trust. Any certificate representing such Allowed Interest shall be cancelled upon the Effective Date.

**B. Funding and Plan Implementation.**

1. Distribution Fund.

The reorganized Debtors, immediately after the Effective Date but prior to their termination hereunder, shall make the payments and distributions pursuant to Article II of the Plan from cash and assets held by the reorganized Debtors just prior to transfer to the Trust. The funds necessary to make such payments shall be the Distribution Fund. After all distributions from the Distribution Fund, the remaining Debtors' assets shall be transferred to the Trust described in section 6.2 below shall occur and shall be Trust Assets. To the extent that a claimant pursuant to Article II of the Plan shall agree to defer its payment until the Trustee determines sufficient funds exist therefore, such Claimants shall receive from the Trust a note in the Allowed Amount of such Claim with 5% interest A.P.R. payable on the earlier of the Trustee's discretionary payment thereof or the Termination Date of the Trust. Trust payments to Beneficiaries shall be made prior to all other Trust Payments except those to holders of Classes 1A-E, 2A-B and Classes 3A-B.

2. Liquidation of Assets and Funding of Plan.

On the Effective Date, but subject to the powers vested in the Trustee and the Trust Committee pursuant to Section 6.4 and the Trust Agreement, and pursuant to 11 U.S.C. §1123 and the preemption of applicable non-bankruptcy law to the contrary, if any, the reorganized Debtors hereby assign and transfer by, and on behalf of the Beneficiaries of the Trust, the Trust Assets,

including all property of the Debtors' bankruptcy estates, including but not limited to the Reserved Claims, choses in action, and other property both personal property and real. The Trust shall use the proceeds from the liquidation of the Trust Assets to fund the distributions under the Plan in accordance with the provisions of the Trust and this Plan. The property transferred to the Trust shall be free and clear of all claims and interest except those specifically preserved herein. Trust Assets shall be distributed to Trust beneficiaries pursuant to the Plan and the Trust Agreement. The Trustee shall be charged with booking and accounting for each such asset received by the Trust on a debtor-by-debtor/asset-by-asset basis. For example, MAS assets shall be noted as MAS assets and MISI assets shall be noted as MISI assets. In addition, Special Assets shall be denoted as such and noted as MAS or MISI Special Assets as the case may be. The Trustee shall identify each claimant with a right to Special Assets and note the same so that the Trustee may marshal the Special Assets for the benefit of those with specific rights therein as provided in Section 4.3 of the Plan. Each such Claimant's rights, if any, to receive a recovery from a Special Asset, if any, is endemic to and paired with that Claimant's respective Beneficial Interest in the Trust received respecting such Claimant's Allowed Claims against the Debtors hereunder. All Special Assets must be liquidated first and the Special Asset Recoveries therefrom applied to the Allowed Claims of such class before remaining general Trust assets may be distributed to such class.

3. Termination Of Existence.

On the Effective Date, or as soon thereafter as practicable, the reorganized Debtors shall make the distributions from the Distribution Fund and then the transfers of the assets to the Trust. At such time the reorganized Debtors shall cease to operate and shall be deemed to have terminated their existence pursuant to their organic documents that are amended hereby to provide for termination as of that date. The managers, officers and directors of the Debtors and Trust Committee are hereby authorized to perform such acts, execute and deliver such documents, and perform all things as may be reasonably necessary to carry out the Plan and/or Trust provisions without further or other Court approval or member, shareholder or board authorization except as specifically required herein or in the Trust.

4. The Trust/Trust Committee and Trustee.

(a) Establishment. From and after the Effective Date, the Trust, substantially in the form of the Trust Agreement shall exist and be controlled as set forth in the Trust Agreement by the Trustee and the Trust Committee.

(b) The Trustee. The Trustee shall be an individual or entity selected by mutual agreement by the Examiner and the Debtors. The Trustee shall have the duties and powers set forth in the Trust Agreement.

(c) The Trust Committee. The Trust Committee shall be established and comprised of members appointed by mutual agreement of the Examiner and the Debtors, to be announced prior to the Disclosure Statement hearing and disclosed in the Disclosure Statement. The Trust Committee shall have at least three (3) and no more than five (5) members. If for any reason, the Trust Committee shall have fewer than three (3) members, or if for any reason the

existing members of the Trust Committee believe that an additional person should become a member of the Trust Committee, the Trust Committee shall appoint a new member to serve on the Trust Committee. Only a person holding an Allowed Claim or who is a record holder of a Beneficial Interest in the Trust representing same may serve on the Trust Committee. The duties and powers of the Trust Committee shall include all of the duties and powers under the Trust Agreement.

(d) Limitation of Liability. The Trustee and/or members of the Trust Committee shall have no liability whatsoever for any decision or error of judgment made in good faith other than as a result of willful misconduct as set forth in the Trust Agreement. None of the provisions of the Plan shall require the Trustee and/or members of the Trust Committee to expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their rights and powers. The members of the Trust Committee may rely without inquiry upon any writing delivered to them hereunder which they believe in good faith to be genuine and to have been given by a proper Person.

(e) Indemnification. The Trust estate shall indemnify and hold harmless the Trustee and the Trust Committee, and its individual members, and their employees and agents as set forth in the Trust Agreement

(f) Intercompany Issues. The Trustee and/or Trust Committee may act on behalf of the Trust and its assets when the various Trust Beneficiaries' rights are, or purported to be, in conflict, and any conflicts inherent therein are hereby waived and all actions taken by the Trustee and/or Trust Committee on behalf of the Trust shall be deemed to be in the best interests of all Trust Beneficiaries.

(g) Terminating the Trust. The Trust shall be terminated as set forth in the Trust Agreement. The exculpation and indemnification of the Trust, Trust Committee, and its members, agents, and attorneys under this Plan shall survive the termination of the Trust and the closing of the Chapter 11 Cases.

(h) Trustee May Grant Release under Article XIII of the Plan. The Trustee is empowered hereby in his or her sole discretion to grant the Release and Injunction set forth in Sections 13.2 and 13.3, respectively, of the Plan as part of any settlement reached and approved by the Trustee. Each of the Debtors' Creditors hereby authorizes the Trustee to so act. The Release provision is essential to this Plan as it will enable maximized settlements to be reached with various parties that will enable creditors to receive more than they otherwise would, thereby enabling this Plan to be confirmed and the results from it to be the best possible under the circumstances.

#### 5. Fidelity Bond.

The Trustee shall maintain or cause to be maintained, with a responsible insurer, a fidelity bond as set forth in the Trust Agreement.

6. Access to Information.

The Trust shall take possession of all Debtor documents or, in its discretion, arrange with the Debtors and/or others a records retention and preservation agreement respecting information in the Debtors' possession, custody or control in connection with prosecuting the Reserved Claims or administering the Plan and Trust.

7. Closing of the Chapter 11 Cases.

The Chapter 11 cases shall be closed as soon as practicable; provided, however, that the Debtors shall consult with the Trustee as to an appropriate time for same depending on pending litigation and other concerns.

8. Certificate of Incorporation and By-laws.

The certificate of incorporation and by-laws of the reorganized Debtors, shall, as of the Effective Date remain in full force and effect except as otherwise modified by the terms of the Plan and the Confirmation Order to terminate the Debtors' existence.

9. Settlement Offset of Reserved Claims.

In the event a Person becomes entitled to an Allowed Claim as a result of the compromise, adjustment, arbitration, settlement, enforcement or other resolution of a Reserved Claim asserted against such Person, such Person's only rights with respect to previously made distributions to holders of Allowed Claims in such Classes shall be to set off against any Reserved Claim liability of such Person an amount equal to the aggregate amount of all distributions from the Trust that would have been made to such Person on account of such Allowed Claim were such Claim an Allowed Claim on the Effective Date.

THE PLAN PROPONENT HAS NOT FULLY REVIEWED THE CLAIMS IN THE CASE OR DETERMINED WHETHER CAUSES OF ACTION EXIST OR WHETHER OBJECTIONS TO CLAIMS EXIST. THIS INVESTIGATION IS ONGOING AND WILL OCCUR IN LARGE PART CONCURRENT WITH OR AFTER CONFIRMATION. ALL OF THOSE CAUSES OF ACTION ARE PRESERVED HEREIN FOR THE BENEFIT OF CREDITORS OF THE ESTATE. AS A RESULT, CREDITORS AND OTHER PARTIES IN INTEREST SHOULD BE AND ARE HEREBY, PURSUANT TO THE TERMS OF THIS PLAN, SPECIFICALLY ADVISED THAT, NOTWITHSTANDING THAT THE EXISTENCE OF ANY PARTICULAR CAUSE OF ACTION OR OBJECTION TO CLAIM MAY NOT BE LISTED, DISCLOSED OR SET FORTH IN THE PLAN OR DISCLOSURE STATEMENT, A CAUSE OF ACTION OR OBJECTION TO CLAIM MAY BE BROUGHT AGAINST ANY CREDITOR OR PARTY IN INTEREST AT ANY TIME (SUBJECT TO, IN THE CASES OF OBJECTION TO CLAIMS THE CLAIMS OBJECTION DATE, IN THE CASES OF AVOIDANCE ACTIONS, THE AVOIDANCE ACTION DATE, THE APPLICABLE STATUTE OF LIMITATIONS OR OTHER LIMITATIONS SET FORTH IN THE PLAN).

10. Miscellaneous Distribution Provisions.

(a) Unclaimed Property. If a distribution under the Plan remains unclaimed one year following the date of such distribution, then the holder of the applicable Allowed Claim or Allowed Interest shall forfeit such distribution and such distribution shall be retained by the Debtors and deposited in the Trust for general distribution pursuant to the Trust Agreement.

(b) Method of Cash Distributions. Any Cash payment to be made pursuant to the Plan may be made by draft, check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law.

(c) Distributions on Non-Business Days. Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

(d) No Distribution in Excess of Allowed Amount of Claim. Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive respecting such Claim any distribution (of a value set forth herein) in excess of the allowed amount of such Claim. Except as provided herein or in a Final Order, no Claim shall be allowed to the extent that it is for post-petition interest.

(e) Mathematical Calculations. If any formula in the Plan cannot be mathematically calculated because one or more of the variables in such formula is a fraction containing a denominator having a value of zero or zero dollars, such variable shall be deemed to have a value of zero or zero dollars, as the case may be.

(f) Disputed Payments. If any dispute arises as to the identity of the holder of an Allowed Claim or an Allowed Interest entitled to receive any distribution under the Plan, such distribution may be retained by the Trust until the identity of such holder of an Allowed Claim or Allowed Interest is determined by a Final Order or written agreement among the interested parties to such dispute and withheld from such distribution an amount equal to the fees and costs incurred by the Trust or the reorganized Debtors in resolving such dispute.

(g) Withholding Taxes. Any federal or state withholding taxes or other amounts required to be withheld under any applicable law shall be deducted and withheld from any Plan and/or Trust distributions.

11. Corporate Authorizations.

Governance Action. Any action under the Plan to be taken by or required of Debtors prior to the Effective Date, or immediately after the Effective Date but prior to the termination of the Debtors, shall be taken through their respective officers and directors. The issuance of instruments, and/or the execution of agreements and shall be authorized and approved in all respects, without any requirement of further action by the managers, members, shareholders, directors or officers of the Debtors.

(b) Effectuating Documents and Further Transactions. The Debtors and reorganized Debtors and/or the Trustee, as the case may be, each shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan.

12. Revesting of Property in the Debtors.

On the Confirmation Date but subject to the occurrence of the Effective Date, all of the Debtors' property shall revest in the respective Debtor free and clear of all liens, claims and encumbrances except as specifically set forth in the Plan.

**C. Effect Of Plan On Claims And Interests.**

The following releases and injunctions are supplemental to any benefits to the Debtors from Sections 524 and 1141 of the Bankruptcy Code:

1. Discharge, Release and Injunction.

(a) Discharge of Debt. Upon the Confirmation Date, the Debtors shall be fully and completely discharged, to the fullest extent permitted by Sections 1141 and 524 of the Bankruptcy Code, from all Claims, debts and liabilities against the Debtors, except as specifically provided for by the Plan.

(b) Trustee's Potential Release. As set forth more fully herein and in the Trust Agreement, each Creditor of the Debtors hereby authorizes the Trustee, in his sole discretion, upon his or her determination that the settlement obtained merits same, to grant the following release to any party who settles a Reserved Claim with the Trustee:

EXCEPT FOR ALL OBLIGATIONS UNDER THE SETTLEMENT AGREEMENT, MISI, MAS, THE TRUST, AND ALL CREDITORS OF MISI, MAS, AND BENEFICIARIES OF THE TRUST, THEIR SUCCESSORS AND ASSIGNS, FOR GOOD AND VALUABLE CONSIDERATION, SHALL, AND DO HEREBY, RELEASE AND FOREVER DISCHARGE [POTENTIAL SETTLER] AND HIS [ITS] RELATED ENTITIES TOGETHER WITH THEIR HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AGENTS, AND ATTORNEYS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION WHICH MAS, MISI, THE TRUST, CREDITORS OF MISI AND/OR MAS AND BENEFICIARIES OF THE TRUST HAVE OR MAY HAVE HAD ON ACCOUNT OF OR ARISING OUT OF ANY AND ALL MATTERS ALLEGED OR WHICH COULD HAVE BEEN ALLEGED IN ANY LITIGATION BROUGHT BY MISI, MAS IN THE CHAPTER 11 CASE, THE TRUST PURSUANT TO THIS PLAN AND THE TRUST AGREEMENT, OR BY ANY INDIVIDUAL CREDITOR OF DEBTORS OR ARISING OUT OF THE CHAPTER 11 CASES, OPERATIONS AND DEVELOPMENTS OF MAS AND MISI PRIOR TO THE EFFECTIVE DATE OF THE CHAPTER 11 PLAN, AND FROM ANY AND ALL MATTERS OR THINGS OF ANY OTHER NATURE WHICH COULD BE ALLEGED AGAINST [POTENTIAL SETTLER] OR ANY [POTENTIAL SETTLER] RELATED ENTITY AS A RESULT OF [SUCH POTENTIAL



SETTLER'S] OR [SUCH POTENTIAL SETTLER'S] RELATED ENTITIES' PARTICIPATION IN MAS OR MISI OR ANY MAS OR MISI OPERATIONS, INVESTMENT ADVISORY SERVICES, AND/OR DEVELOPMENT PRIOR TO THE EFFECTIVE DATE OF THIS CHAPTER 11 PLAN, AND/OR AN INVESTMENT IN GPIF AS AN OFFICER, DIRECTOR, AND/OR SHAREHOLDER OF ANY SUCH ENTITY; AND ANY AND ALL MATTERS, TRANSACTIONS, AND THINGS OF ANY NATURE WHATSOEVER OCCURRING PRIOR TO THE EFFECTIVE DATE OF MAS AND MISI'S CHAPTER 11 PLAN. IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT OF SETTLEMENT AND RELEASE IS BEING ENTERED INTO AND IS GOVERNED BY THE LAWS OF THE STATE OF INDIANA. MISI, MAS, THE TRUST, ALL CREDITORS OF MISI, MAS AND BENEFICIARIES OF THE TRUST AND THEIR SUCCESSORS AND ASSIGNS, HEREBY SPECIFICALLY RESERVE ALL RIGHTS TO PURSUE ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH MAY EXIST AGAINST THIRD PARTIES NOT SPECIFICALLY RELEASED HEREIN.

(c) INJUNCTION. COMMENCING ON THE CONFIRMATION DATE BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, ALL PERSONS WHO HOLD OR WHO HAVE HELD A CLAIM OR INTEREST IN THE DEBTOR SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING ANY ACTION, EMPLOYMENT OF PROCESS, OR ACT TO COLLECT, OFFSET, AVOID OR RECOVER ANY CLAIM AGAINST THE DEBTOR OR THE TRUST, AND ALL OTHER PARTIES AGAINST WHOM ANY CLAIM IS DISCHARGED OR RELEASED PURSUANT TO SECTIONS 13.1 OR 13.2 (AS SUBSEQUENTLY GRANTED BY THE TRUSTEE PURSUANT TO THE PLAN AND TRUST AGREEMENT) OF THIS PLAN OR OTHERWISE.

(d) Exculpation. The Debtors and each of their respective officers, directors, general partners, employees, or agents (acting in such capacity), and any professional persons employed by any of them respecting these Chapter 11 Cases shall not have or incur any liability to any person for any action taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, Disclosure Statement, any contract, release, or other agreement or document created or entered into, or any other action taken or omitted to be taken in connection with the Plan or the Chapter 11 Cases, and all claims based upon or arising out of such actions or omissions will be forever waived, released, and discharged.

#### **D. Executory Contracts And Unexpired Leases.**

##### **1. Rejection.**

(a) Leases and Contracts to be Rejected. On the Confirmation Date, but subject to the occurrence of the Effective Date, the Debtors, pursuant to Section 365 of the Bankruptcy Code, shall reject all of their executory contracts and unexpired leases except those that: (i) are the subject of motions to assume or reject pending on the Confirmation Date; (ii) were assumed before the Confirmation Date; (iii) are listed on Schedule 7.1 to the Plano; or (iv) become the subject of a dispute over the amount or manner of cure and for which the Debtors make a motion, at any time, to reject such contract or lease based upon the existence of such dispute;

provided, however, that the Debtors shall not be required to assume or reject any executory contract or unexpired lease with any party that is a debtor under the Bankruptcy Code unless and until such contract or lease has been assumed or rejected by such other party. All contracts or leases not assumed or reserved hereby shall be deemed rejected.

(b) Effect of Postconfirmation Rejection. The entry of an order by the Bankruptcy Court after the Confirmation Date authorizing the rejection of an executory contract or unexpired lease shall result in such rejection being a pre-petition breach under Sections 365(g) and 502(g) of the Bankruptcy Code.

(c) Deadline to File Rejection Damage Claims. Each Person who is a party to a contract or lease rejected under the Plan must file, not later than thirty (30) days after the Confirmation Date, a proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim, or sharing in distributions under the Plan, related to such alleged rejection damages.

2. Assumption.

(a) Leases and Contracts to be Assumed. Attached to the Plan as Schedule 7.2 is a non-exclusive list of the executory contracts and unexpired leases deemed to be assumed by the Debtor under the Plan as of the Confirmation Date (but subject to the occurrence of the Effective Date) pursuant to Section 365 of the Bankruptcy Code, and the cure amounts necessary for such assumptions.

(b) Deadline to Object to Cure Amounts. If prior to the Confirmation Date or such other date as the Bankruptcy Court may fix, a party to such an executory contract or unexpired lease listed on Schedule 7.2 fails to file with the Bankruptcy Court and serve upon the attorneys for the Debtor an objection to the applicable cure amount listed on Schedule 7.2, then such party shall be forever barred from asserting any additional or other amounts against the Debtor respecting such cure amount.

(c) Method of Cure. At the election of the respective Debtor, any monetary defaults under each executory contract and unexpired lease to be assumed under this Plan shall be satisfied pursuant to Section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (a) by payment of the default amount in Cash before the first anniversary of the Effective Date or such lesser period ordered by the Bankruptcy Court; or (b) on such other terms as may be agreed to by the parties to such executory contract or unexpired lease. If a dispute occurs regarding: (x) the cure amount; (y) the ability of the Debtors to provide adequate assurance of future performance under the contract or lease to be assumed; or (z) any other matter pertaining to assumption, the cure payments required by Section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving assumption.

**E. Conditions Precedent to Implementation of Plan.**

The implementation of the Plan is subject to the requirement that, and the Effective Date shall not occur until, each and all of the following conditions shall have been satisfied or waived by the Debtors:

(a) The Bankruptcy Court shall have entered the Confirmation Order in form and substance satisfactory to the Debtors and containing provisions authorizing, approving and restating the Releases contained in Article XIII hereof, authorizing the Trustee to grant such release and injunction with the same effect as though granted as part of this Plan and Confirmation Order, and such Confirmation Order shall have become a Final Order; and

(b) Subject to and in accordance with the Plan, all of the Debtor's right, title and interest in the assets shall have reverted in the Debtors or as otherwise provided in this Plan.

**F. Administrative Provisions.**

1. Retention of Jurisdiction.

Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction for the following purposes:

(a) Determination of the allowability of Claims against and Interests in Debtor (except those Claims that are Allowed Claims pursuant to the Plan, unless such determination is pursuant to a reconsideration or modification of the entire Plan), upon objection by the Debtors or any other party in interest and the validity, extent, priority, and nonavoidability of consensual and nonconsensual liens and other encumbrances;

(b) Determination of tax liability pursuant to Section 505 of the Bankruptcy Code;

(c) Approval, pursuant to Section 365 of the Bankruptcy Code, of all matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease of the Debtors;

(d) Determination of requests for payment of administrative expenses entitled to priority under Sections 507(a)(2) and 507(a)(3) of the Bankruptcy Code;

(e) Resolution of controversies and disputes regarding the interpretation of the Plan, the Confirmation Order, Bankruptcy Court's orders or the Trust Agreement that survive Confirmation of the Plan pursuant to the Plan or other applicable law;

(f) Implementation of the provisions of the Plan and/or the Trust Agreement as set forth therein, and entry of orders in aid of confirmation and consummation of the Plan and enforcing settlements or orders entered during the case or as part of the Plan, including, without limitation, appropriate orders to protect the Trustee, the Debtors and their successors from actions

by Creditors and/or Interest holders of the Debtors and resolution of disputes and controversies regarding property that was property of the Debtors' bankruptcy estates;

(g) Modification of the Plan pursuant to Section 1127 of the Bankruptcy Code;

(h) Adjudication of any causes of action that arose pre-confirmation or in connection with the implementation of the Plan, including without limitation, the Reserved Claims, brought or to be brought by the Trustee, the Debtors, or successors of the Debtor as the representative of the Debtor's estate, or a party in interest (as representative of the Debtors' estates);

(i) Entry of a Final Order closing the Chapter 11 Cases;

(j) Resolution of disputes concerning the Disputed Claims the reserves therefore (or its administration) and Claims for disputed distributions;

(k) The resolution of any disputes concerning any release under the Plan of a nondebtor or the injunction under the Plan, or in the Confirmation Order against acts, employment of process, or actions against such nondebtor;

(l) Resolution of any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the applicable Claims Bar Date, the hearing on the approval of the Disclosure Statement as containing adequate information, the hearing on the confirmation of the Plan for the purpose of determining whether a Claim is discharged or an Interest terminated hereunder, or for any other purpose;

(m) Issuance of injunctions, grant and implementation of other orders, or taking such other actions as may be necessary or appropriate to restrain interference by any Person with consummation or enforcement of the Plan;

(n) Resolution of controversies and disputes regarding settlement agreements, releases, orders, injunctions, judgments, and other matters entered or approved by the Bankruptcy Court in connection with any adversary proceeding, discovery, or contested matter in the Chapter 11 Cases;

(o) Adjudication of any pending adversary proceeding, or other controversy or dispute, in the Debtors' Chapter 11 Cases, which arose pre-confirmation and over which the Bankruptcy Court had jurisdiction prior to confirmation of the Plan;

(p) Entry and implementation of such orders as may become necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated; and

(q) Determination of any other matters that may arise in connection with or relating to the Plan, the Trust, the Trustee's members, agents or attorneys, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or

document created in connection with the Plan or Disclosure Statement.

2. Successors and Assigns.

The right, benefits, and obligations of any person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heir, executor, administrator, successor, or assign of such person.

3. Severability.

Should any provision in the Plan be determined to be unenforceable following the Confirmation Date, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Plan; provided that the Plan, as modified, meets the requirements of the Bankruptcy Code, including without limitation, Section 1127 of the Bankruptcy Code.

4. Rules of Construction.

(a) Undefined Terms. Any capitalized term used but not otherwise defined in the Plan shall have the meaning given to that term in the Bankruptcy Code and/or the Bankruptcy Rules.

(b) Miscellaneous Rules. When interpreting the Plan: (i) the words "herein," "hereof," "hereunder," and other words of similar import shall refer to the Plan as a whole, not to any particular article, section, subsection, or clause, unless the context requires otherwise; (ii) whenever it appears appropriate from the context, each term stated in the singular or the plural shall include the singular and the plural, and each pronoun stated in the masculine, feminine, or neuter shall include the masculine, feminine, and the neuter; (iii) captions and headings to articles, sections, and subsections of the Plan (inserted for convenience or reference only) shall not be a part of or affect the interpretation of the Plan; and (iv) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply, unless superseded by the Plan or the Confirmation Order.

(c) Governing Law. Except to the extent the Bankruptcy Code, Bankruptcy Rules, or other federal laws, and except for Allowed Secured Claims reinstated under the Plan that are governed by another jurisdiction's law, the rights and obligations arising under the Plan shall be governed by the laws of the State of Indiana, without giving effect to principles of conflicts of law.

5. Section 1145 Exemption.

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of any securities pursuant to the Plan and any and all settlement agreements incorporated herein shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act of 1933, 15 U.S.C. § 77a – 77aa, to the maximum extent permitted thereunder and any other applicable law requiring registration prior to the offering, issuance, distribution or sale of securities.

6. Application of Bankruptcy Code Section 1146(c).

Any transfer of property under the Plan shall be entitled to tax treatment provided by Sections 1146(c) of the Bankruptcy Code and each recording or other agent of any governmental office shall record any such documents of issuance, transfer, or exchange without any further direction or order from the Court.

7. Continuation of Injunctions and Stays.

Unless otherwise provided, all injunctions or stays ordered in the Chapter 11 Cases, pursuant to Section 105 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date shall remain in full force and effect unless or until subsequently modified or terminated.

8. Approval and Payment of Post-Confirmation Professional Fees.

After the Effective Date, any professionals retained in these Chapter 11 Cases or retained by the Trustee or under the Trust Agreement may receive compensation for services rendered or reimbursement of out of pocket expenses without further application to the Bankruptcy Court, and the entry of an order by the Bankruptcy Court authorizing and directing repayment of such fees and expenses, after appropriate notice to creditors and parties in interest; provided, however, that all professional fees incurred and earned during the Chapter 11 Cases prior to the Effective Date shall be subject to 11 U.S.C. § 330 and a Final Fee Application pursuant thereto.

## ARTICLE VI

### PLAN CONTINGENCIES

#### A. Assumptions Underlying The Proponents' Plan.

The Debtors' distributions depend on, among other things, the recoveries made on various Reserved Claims.

**WHILE THE PROPONENTS BELIEVE THE DEBTORS' CLAIMS AGAINST THIRD PARTIES ARE MERITORIOUS AND WILL LEAD TO SIGNIFICANT RECOVERIES. THE PROPONENTS PROJECTIONS AS TO RECOVERIES ARE BASED UPON FACTS AS ARE PRESENTLY KNOWN, HOWEVER, NO ASSURANCES CAN BE GIVEN THAT SUCH RESULTS WILL BE REALIZED. NEW OR ADDITIONAL FACTS MAY ALTER THE PROPONENT'S CONCLUSIONS RESPECTING RECOVERIES. MOREOVER, UNKNOWN FACTORS RESPECTING COLLECTIBILITY OF ANY JUDGMENTS OBTAINED BY THE DEBTORS MAY ALSO AFFECT RECOVERIES.**

## ARTICLE VII

### SUMMARY OF FEDERAL INCOME TAX CONSEQUENCES OF PLAN

The tax consequences, if any, to creditors of the Debtors are so specific to the individual creditor, that creditors are urged to contact their own tax advisors for such information.

## ARTICLE VIII

### PLAN ACCEPTANCE AND CONFIRMATION

#### A. Confirmation Of The Plan.

Confirmation of the Plan requires satisfaction of Section 1129 of the Bankruptcy Code. Among other things, Section 1129 requires that: (1) each class of impaired Claims or equity Interest accepts the Plan or be subject to a "cramdown"; (2) the Plan be in the "best interests" of any dissenting creditor or equity holder; and (3) the Plan be feasible. Each of these requirements is addressed below.

#### B. Voting Requirements.

##### 1. Acceptance.

Each impaired *class* of Claims and Interests must accept the Plan or be subject to a "cramdown." A class is impaired under a plan *unless*: (a) under the plan, (1) the applicable creditors' or interest holders' legal, equitable, and contractual rights are left unaltered, provided there is no default respecting the applicable claim or interest (other than under a bankruptcy or financial condition clause) or, (2) all defaults are cured, maturity dates are reinstated, and the parties are compensated for damages caused by the default (such as by paying reasonable attorneys' fees and collection costs); or (b) (1) respecting allowed claims, such claims are paid in full; and (2) respecting allowed interests, such interests are paid the fixed price at which the Debtors may redeem such interests.

Classes receiving no distribution or retaining no property under the Plan are deemed to have rejected the Plan. To confirm the Plan respecting this class, the Debtors will seek to use the cramdown provisions described below. An unimpaired class is conclusively presumed to have accepted the Plan. Those are Classes .

Votes on the Plan, therefore, only are being solicited from impaired classes that would receive distributions or property under the Plan. Those classes are classes 4A-C, 5A-D, 6 and 7. An impaired class of claims has accepted a plan if, of those voting, the holders of two-thirds in amount, and more than one-half in number, of claims accept. An impaired class of interest holders has accepted a plan if, of those voting, the holders of two-thirds in amount of interests accept. The Debtors also believe the Plan should be accepted by the remaining voting classes, but there can be no assurances of such a result.

## 2. Cramdown.

(a) Generally. If one class of impaired claims (without counting insiders' votes) accepts a plan, then the Bankruptcy Court may confirm a plan in the absence of acceptances by each class. The procedure used to confirm a plan despite the dissent of a class is commonly known as a "cramdown" and is set forth in Section 1129(b) of the Bankruptcy Code. A plan may be confirmed under the cramdown provisions if, in addition to satisfying the requirements of Section 1129(a) of the Bankruptcy Code other than acceptance by all classes, the plan: (1) "does not discriminate unfairly"; and (2) is "fair and equitable" respecting each class of claims or interests that is impaired under, and has not accepted, the plan.

Under the Bankruptcy Code, the phrases "discriminate unfairly" and "fair and equitable" have specific meanings. The requirement that a plan not "discriminate unfairly" means that a dissenting class must be treated equally or otherwise fairly respecting other classes of equal rank and no claim or interest may receive more than a 100 percent distribution under the plan. The "fair and equitable" standard, also known as the "absolute priority rule," requires absent an applicable exception to the rule, that either a dissenting class receive full compensation for its allowed claims or interests or no junior class receive any distribution under the plan.

(b) Cramdown Of Impaired Classes. For impaired classes that may reject the Plan, the Debtors will seek to confirm the Plan under the cramdown provisions of the Bankruptcy Code. The Proponents believe the Plan does not "discriminate unfairly" respecting any class of Claims or Interests because, under the Plan, no class is afforded treatment disproportionate to the treatment afforded other classes of equal rank and any minor distinctions in treatment is clearly supported by a reasonable business justification. Furthermore, no Claim or Interest will receive more than a 100 percent distribution. The Proponents also believe the Plan satisfies the absolute priority rule or qualifies for a judicially created exception thereto. Thus, at the confirmation hearing, the Bankruptcy Court will be required to determine whether the Plan is not fair and equitable or discriminates unfairly against any rejecting, impaired Class.

## C. Best Interests Test.

To confirm the Plan, the Bankruptcy Court must determine the Plan is in the best interests of all individual dissenting creditors and equity holders in an impaired class. The "best interests" test requires that the Plan provide such holders a recovery of a value at least equal to the value of the distribution each such holder would receive if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code. This test is based on liquidation values.

To estimate what holders of each impaired class of Claims and Interests would receive if the Debtors were liquidated under Chapter 7, the Bankruptcy Court must determine the "liquidation value" of the Debtors. To do so, the Bankruptcy Court first would determine the aggregate dollar amount that would be generated from the Debtors' assets if these Chapter 11 Cases were converted to a Chapter 7 case under the Bankruptcy Code and the assets were liquidated by a trustee. The liquidation value would consist of proceeds from a forced sale of the Debtors' noncash assets by a Chapter 7 trustee, augmented by the cash held by the Debtors and recoveries from actions against third parties.



Second, the Bankruptcy Court would reduce the sum of the cash proceeds and available cash by the projected costs of the liquidation, the costs of pursuing third-party recoveries, and the Claims of secured creditors to the extent of the value of their collateral. The Debtors' liquidation costs would include the fees of a trustee (or trustees) and her (their) attorneys and other professionals; litigation costs; disposition expenses; any operating losses during the liquidation; all unpaid expenses incurred during these Chapter 11 Cases (such as compensation for attorneys, financial advisors, and accountants); and Claims arising from the operation of the Debtors during the pendency of these Chapter 11 Cases and Chapter 7 case. The liquidation itself could trigger certain priority Claims such as Claims for severance or rejection of all contracts or leases (including those assumed during these Chapter 11 Cases). All these priority Claims would be paid in full before the balance of the liquidation pool would be available to pay Unsecured Claims or to make distributions respecting equity interests.

After calculating the liquidation values, the Bankruptcy Court would compare the present value of the projected net liquidation proceeds with the present value of the distributions proposed under the Plan. If Plan distribution values for a class equal or exceed the Chapter 7 values, then the Plan is in the best interests of each dissenting creditor or Interest holder in such class. Annexed to the Disclosure Statement as Exhibit "B" is a liquidation analysis for the Debtors. The liquidation values are based on the Debtors' estimates.

Due to the numerous uncertainties and time delays associated with liquidation under Chapter 7, it is not possible to predict with certainty the outcome of liquidation of the Debtors or the timing of any distribution to creditors and equity holders. The Proponents predict, however, liquidation under Chapter 7 of the Bankruptcy Code would result in no greater distributions than those provided for in the Plan. Indeed, in most instances the Plan provides for much greater distributions than would be available in a Chapter 7 liquidation.

#### **D. Feasibility Requirement.**

The feasibility test for confirmation of the Plan requires the Bankruptcy Court to determine that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or their Plan successor, unless liquidation is proposed in the Plan.

As of the Effective Date, the Debtors do not believe they will have any administrative or priority claims entitled to distribution on the Effective Date except for administrative claims for professional fees. The Debtors will have aggregate available Cash to pay such administrative claims in full on the Effective Date or such Professional has agreed to accept the Trust Note as set forth in the Trust Agreement and the Plan. In addition, the Plan and Trust provides for going forward administrative needs by requiring Professional fees to be contingent fees or conditioning payment on recoveries.

**E. Alternatives To The Plan.**

The Proponents believe the Plan is the best alternative available to the Debtors' creditors and equity holders. The alternative to confirmation is: confirmation of an alternative plan(s) of liquidation and/or conversion to chapter 7 liquidation.

As the Proponents structured the Plan to maximize values while remaining feasible, any alternative plan(s) likely would result in reduced distributions to certain creditors and less favorable treatment of equity holders and likely would be less feasible because it would add additional expense layers to finalize resolution. Moreover, absent the releases that the Trustee may grant as a result of the Plan, the Debtors would be unable to maximize settlements with third parties here. Moreover, absent third party releases, litigation against third parties would likely be the only method available to achieve the recoveries anticipated from such Claims. Moreover, alternatives to the Plan would lead to delayed distributions.

Thus, the Proponents believe confirmation of the Plan is preferable to the alternative described above, because the Plan maximizes value and provides for equitable distributions to the Debtors' creditors and favorable treatment of its equity holders. Further, any alternative to confirmation of the Plan would result in significant delays and diminution of recoveries.

**ARTICLE IX**

**CONCLUSION**

THE PROPONENTS URGE ALL HOLDERS OF CLAIMS AND INTERESTS IN CLASSES ENTITLED TO VOTE TO ACCEPT THE PLAN AND TO RETURN THEIR BALLOTS SO THAT THEY ARE RECEIVED BY BANKRUPTCY COURT CLERK'S OFFICE, BAKER O'NEAL HOLDINGS, INC. BALLOT TABULATION, 46 EAST OHIO STREET, INDIANAPOLIS, INDIANA 46204 BY 5:00 P.M., INDIANAPOLIS TIME, ON \_\_\_\_\_, 2014.

LIST OF EXHIBITS

EXHIBIT A - THE PLAN

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

In re: )  
 )  
HDGM Advisory Services, LLC, et al.,<sup>1</sup> ) Case No. 14-04797  
 )  
Debtors. ) Jointly Administered

**FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
PROPOSED BY THE DEBTORS**

HDGM Advisory Services, LLC (“MAS”) and HDG Mansur Investment Services, Inc. (“MISI”) hereby jointly propose the following Chapter 11 Plan of Reorganization pursuant to 11 U.S.C. § 1121.

ARTICLE I

Definitions

For purposes of this Plan, the following definitions shall apply unless the context otherwise requires. Because the Plan is a joint Plan, but, not of substantively consolidated Debtors, each definition must be read as applicable to each Debtor and/or each Chapter 11 Case, unless the context requires otherwise:

“Administrative Expenses” means any cost or expense of administration of the Chapter 11 Case allowed in subsections 503(b), 507(a)(2) and 507(a)(3) of the Bankruptcy Code.

“Affiliate” means an “affiliate” within the meaning of Section 101(2) of the Bankruptcy Code.

“Allowed” means:

- (a) with respect to a Claim or Interest,
  - (i) a Claim or Interest which has been or hereafter is included in the

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<sup>1</sup> The Debtors include HDGM Advisory Services, LLC (Case No. 14-04797) and HDG Mansur Investment Services, Inc. (Case No. 14-04798).

Debtor's Schedules (other than one actually or potentially based upon or arising from the rejection of an executory contract or unexpired lease) or lists of equity security holders filed pursuant to Bankruptcy Rule 1007, and which is not identified therein as being disputed, contingent, and/or unliquidated, and as to which Claim or Interest no objection to the allowance thereof has been interposed within the period of time therefore fixed by an order of the Bankruptcy Court, or as to which any objection thereto has been determined by a Final Order to the extent such objection is determined in favor of the holder thereof; or

(ii) Claim or Interest for which a proof of claim or proof of interest was timely filed, and as to which no objection to the allowance thereof has been interposed within the period of time therefore fixed by an order of the Bankruptcy Court, or as to which any objection thereto has been determined by a Final Order to the extent such objection is determined in favor of the holder thereof;

(b) with respect to an Administrative Expense, an Administrative Expense as to which no objection to the allowance thereof has been interposed within any period of time therefore that may be fixed by an order of the Bankruptcy Court, or as to which any objection thereto has been determined by a Final Order to the extent such objection is determined in favor of the holder thereof.

Unless otherwise specified herein or by order of the Bankruptcy Court, "Allowed Administrative Expense," "Allowed Claim" or "Allowed Interest" shall not, for purposes of computation of distributions under this Plan, include interest on such Administrative Expense, Claim or Interest from the Petition Date.

"Allowed Secured Claim" means an Allowed Claim secured by a lien on property in which the Debtor's estate has an interest, or which is subject to set off under Section 553 of the

Bankruptcy Code, to the extent of the value of such Creditor's interest in the Debtor's interest in such property or to the extent of the amount subject to such set off, as the case may be.

“Bankruptcy Code” means Title 11 of the United States Code as enacted by the Bankruptcy Reform Act of 1978, as amended.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division or such other Court with jurisdiction over these Chapter 11 Cases.

“Bar Date” means the date established by a Final Order of the Bankruptcy Court as the last date by which proofs of Claims or Interests, and/or applications for allowance of any Administrative Expenses, may be filed in these Chapter 11 Cases.

“Beneficial Interest” means the interest of a beneficiary under the Trust and the right to receive thereunder.

“Business Day” means any day except a Saturday, Sunday, or “legal holiday” as defined in Bankruptcy Rule 9006(a).

“Cash” means cash and cash equivalents, including but not limited to bank deposits, checks, and other similar terms.

“Chapter 11 Cases” means, collectively, the Chapter 11 Case filed by each of the Debtors on May 21, 2014 and pending in the Bankruptcy Court.

“Claim” means:

(a) any right to payment against the Debtors, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, where such right arose or accrued prior to the Confirmation Date; or

(b) any right to an equitable remedy against the Debtors for breach of

performance if such breach gives rise to a right to payment by the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, where such right arose or accrued prior to the Confirmation Date.

The term “Claim”, when preceded by a reference to a class of Claims, means an Allowed Claim of such class. The classification of Claims pursuant to the Plan is set forth in Article II hereof.

“Confirmation Date” means the date on which the Confirmation Order is signed by the Bankruptcy Court.

“Confirmation Order” means the order entered by the Clerk of the Bankruptcy Court confirming this Plan in the Chapter 11 Cases in accordance with provisions of Chapter 11 of the Bankruptcy Code and in form and substance satisfactory to the Debtors.

“Creditor” means a “creditor” of the Debtors within the meaning of Section 101(10) of the Bankruptcy Code.

“Deficiency Claim” means that portion of an Allowed Claim secured by a lien on property in which the Debtor’s estate has an interest, or that is subject to setoff under Section 553 of the Bankruptcy Code, that is not an Allowed Secured Claim and is not an Administrative Expense or Priority Claim, or otherwise entitled to priority.

“Disclosure Statement” means the Debtors’ Disclosure Statement and the exhibits thereto when filed with the Bankruptcy Court, as filed or as it may be altered, amended or modified from time to time.

“Disputed Claim” means the portion (including, when appropriate, all) of a Claim that is not an Allowed Claim as to which: (a) a proof of claim has been (or is deemed to have been) filed

with the Bankruptcy Court; (b) an objection has been or may be timely filed; and (c) any such objection has not been withdrawn or overruled, denied, allowed or by the disallowed by the Plan, or granted by a Final Order.

“Disputed Interest” means the portion (including, when appropriate, all) of an Interest as to which an objection has been or may be timely filed and such objection has not been withdrawn, overruled, denied, or granted by a Final Order.

“Distribution Date” respecting a Claim or Interest, means the later of: (a) the Effective Date; (b) another date that an applicable distribution is designated to be made under the Plan; or (c) ten (10) Business Days after the date the Claim or Interest becomes an Allowed Claim or Allowed Interest.

“Distribution Fund” means that fund established pursuant to section 6.1 of this Plan.

“Effective Date” means that date selected by the Debtors which is not more than twenty (20) days after the date on which each of the conditions to the Effective Date set forth in Section 9.4 hereof have been satisfied or waived by the person with the right to do so.

“Examiner” means the Examiner appointed by the Bankruptcy Code in these chapter 11 cases and who qualifies and is approved for such position, and their successors and assigns.

“Face Amount” means the amount asserted as due and owing on a Proof of Claim filed in these Chapter 11 Cases or an amount otherwise ordered by the Bankruptcy Court respecting same.

“Final Order” means an order or judgment of the Bankruptcy Court as entered on the docket of such court which order has not been reversed, stayed, modified, or amended, and as to which: (a) the time to appeal, seek review or rehearing, or petition for certiorari has expired and no timely-filed appeal or petition for review, rehearing remand, or certiorari is pending; or (b) any motion for review or rehearing filed, appeal taken, or petition for certiorari filed has been resolved



by the highest court to which the order or judgment was or may be appealed or from which certiorari was or may be sought.

“Finzel Creditors” means, collectively, KFH Capital Investment Company, K.S.C.C., Kuwait Finance House Real Estate Company, K.S.C.C. and related creditors in the Finzels Reach Development.

“Garrison” means Harold D. Garrison.

“GPIF” means, collectively, GPIF-I Equity Co., Ltd. and GPIF-I Finance Co., Ltd.

“GPIF Investor” means the investors past and present, directly or indirectly in GPIF. These GPIF Investors are members of the putative class consisting of 132 such claimants, and subject to the Class Proof of Claim filed in these Chapter 11 Cases.

“Interest” means with respect to the Debtors, the equity securities (as that term is defined in Section 101(16) of the Bankruptcy Code) of each Debtor.

“Other Priority Claim” means a claim of a kind specified in subsections 507(a)(1), (a)(4), (a)(5), (a)(6) or (a)(7).

“Person” means a “person” within the meaning of Section 101(41) of the Bankruptcy Code.

“Petition Date” means May 21, 2014, the date the Debtors filed their voluntary petitions for relief under Chapter 11.

“Plan” means this Chapter 11 Plan of reorganization and the exhibits hereto, either in its present form or as it may be altered, amended or modified from time to time.

“Priority Tax Claim” means a Claim of the kind specified in subsection 507(a)(8) of the Bankruptcy Code.

“Pro Rata Share” means in the case of any distribution of Cash or property of the Debtors, the distribution calculated by multiplying the aggregate amount of Cash or other property available for distribution as of the date of the distribution by the fraction where the denominator is the sum of all Allowed Claims and Disputed Claims against or Allowed Interests and Disputed Interests in, a particular Debtor or Debtors, as the case may be, entitled to receive such distribution as of that date, and the numerator is the particular Allowed Claim or Disputed Claim against, or Allowed Interest or Disputed Interest in, such Debtor or Debtors, as the case may be, entitled to receive such distribution. In the case of any Allowed Claim or Allowed Interest that was a Disputed Claim or Disputed Interest as of the date of any prior distribution, a distribution distributable to the holder of such Allowed Claim or Allowed Interest shall also include the amounts that would have been distributed on such prior distribution date, computed based on the amount of such Claim or Interest as finally Allowed, which additional amount, if any, shall be disbursed to the holder of such Allowed Claim or Interest from the Disputed Claims Reserve established pursuant to the Trust, but only to the extent such amount has not yet been distributed.

“Reserved Claims” means all rights, claims or causes of action of either of the Debtors against third parties arising from events occurring prior to the Effective Date of the Plan, including but not limited to those rights, claims and causes of action set forth on Exhibit "A" hereto. Reserved Claims also shall include all defenses and objections to any Claims asserted against Debtors.

“Special Asset” means an asset of the Debtors’ Bankruptcy Estates against which only certain Claimants have Claims, other than a lien right in such asset, or a fund that is inadequate to pay all Claims against such fund, and therefore, should be marshaled by the Debtors for the benefit of the Claimants with such rights.

“Special Asset Recovery” means the net recovery from each Special Asset less costs and expenses of collection and preservation associated with each such Special Asset.

“Trust” means that trust established pursuant to section 6.1 of this Plan and the Trust Agreement.

“Trust Agreement” means that certain Trust Agreement by the Debtors and the Trustee, by and for the benefit of the Beneficiaries of the Trust, dated on the Effective Date, substantially in the form attached hereto as Exhibit “B”.

“Trust Asset” means all assets of the Debtors’ Bankruptcy Estates on the Effective Date, including all Reserved Claims and other assets, less the amounts actually paid from the Distribution Funds plus the remaining assets, if any, in the Distribution Fund, but reserved for payment of a Disputed Claim, which distribution and reserves shall become Trust Assets and shall be transferred to the Trust when such distributions, if any, are returned and Section 6.10 of the Plan is applicable respecting such distributions or such reserves are no longer required because the Claim for which a reserve has been established has been disallowed by Final Order.

“Trust Beneficiary” means a beneficiary of the Trust as set forth in the Plan and the Trust Agreement. One who holds a Beneficial Interest in the Trust.

“Trust Committee” means that committee established pursuant to the Trust Instrument and section 6.4 of this Plan.

“Unsecured Claim” means an Allowed Claim or any portion thereof that is not an Allowed Secured Claim and is not entitled to a priority under 11 U.S.C. §§ 503 or 507, or otherwise.

“Unsecured Creditors” means holders of Unsecured Claims.

ARTICLE II

Treatment of Administrative Expense Claims, Priority Tax Claims, and U.S. Trustee Fees

2.1 Administrative Expense Claims Under Sections 507(a)(2) and Under 507(a)(3).

Administrative Expense Claims consist of expenses of administration incurred by the Debtor's estates, including the Claims of those professionals whose employment has been authorized by the Bankruptcy Court, Allowed and ordered paid by the Bankruptcy Court. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Expense Claims have not been classified and are treated as described in this Section 2.1 of the Plan. Holders of such Claims are not permitted to vote in these Chapter 11 Cases. Except as otherwise ordered by the Bankruptcy Court or by written agreement with the holder of such Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim shall be paid in Cash in full on the Effective Date or as soon thereafter as is practicable, or by the date when such Administrative Expense Claim is payable by its terms, consistent under past practice and in accordance with past terms.

2.2 Priority Tax Claims. In accordance with Bankruptcy Code 1123(a)(1), Priority Tax Claims as set forth in section 507(a)(8) of the Bankruptcy Code have not been classified and are treated as described in this Section 2.2 of the Plan. Holders of such Claims are not permitted to vote in these Chapter 11 Cases. Unless otherwise agreed by the holder of an Allowed Priority Tax Claim, any Person holding an Allowed Priority Tax Claim will receive in full satisfaction of such Allowed Priority Tax Claim: (a) Cash in the full amount of such Allowed Claim on the later of the Effective Date or as soon thereafter as is practicable or the date such Claim becomes an Allowed Claim; or (b) deferred Cash payments over a period of five (5) years from the Petition Date, of a value, as of the Effective Date equal to such Allowed Priority Tax Claim.

2.3 U.S. Trustee Fees. U.S. Trustee Fees include all fees and charges assessed against the Debtor's estate under section 1930 of Title 28 of the United States Code. Holder of such Claims are not permitted to vote in these Chapter 11 Cases. All U.S. Trustee Fees will be paid in full by the Debtor or Reorganized Debtor, as applicable, as they become due and owing.

### ARTICLE III

#### Classification of Classes of Claims and Interests

All Claims, except those described in Article II, are placed in the following classes of Claims, pursuant to Bankruptcy Code section 1123(a)(1), which section specifies the treatment of such classes of Claims and of their impaired or unimpaired status, pursuant to Bankruptcy Code sections 1123(a)(2) and 1123(a)(3). A Claim is classified in a particular class only to the extent that the claim qualifies within the description of the class and is classified in a different class to the extent that the Claim qualifies within the description of that different class. A Claim is in a particular class only to the extent that the Claim is an Allowed Claim in that class and has not been paid, released, withdrawn, waived, or otherwise satisfied under this Plan. Except to the extent the holder of an Allowed Claim or Allowed Interest against the Debtor agrees to accept different but lesser treatment, the treatment of Allowed Claims and Allowed Interests shall be as follows:

Class	Claim	Status	Voting Rights
<b>Secured Claims</b>			
1A	Allowed Secured Claims against MAS other than: a) Allowed Secured Claims of GPIF against MAS which are classified as Class 1B Claims; and b) Allowed Secured Claims against MAS that are also Allowed Priority Tax Claims (which are not	Unimpaired	Deemed to Accept the Plan

Class	Claim	Status	Voting Rights
	classified but shall be treated pursuant to Section 2.2 of the Plan)		
1B	Allowed Secured Claims of GPIF Against MAS	Unimpaired	Deemed to Accept the Plan
1C	Allowed Secured Claims Against MISI other than a) Allowed Secured Claims of GPIF against MISI (which are classified as Class 1D Claims); b) Allowed Secured Claims of Finzels Creditors against MISI (which are classified as Class 1E Claims) and c) Allowed Secured Claims that also are Allowed Priority Tax Claims (which are not classified but are treated pursuant to Section 2.2 of this Plan)	Unimpaired	Deemed to Accept the Plan
1D	Allowed Secured Claims of GPIF Against MISI	Unimpaired	Deemed to Accept the Plan
1E	Allowed Secured Claims of Finzels Creditors Against MISI	Unimpaired	Deemed to Accept the Plan
<b>Other Priority Claims</b>			
2A	Other Priority Claims Against MAS	Unimpaired	Deemed to Accept the Plan
2B	Other Priority Claims Against MISI	Unimpaired	Deemed to Accept the Plan
<b>Special Asset Claims</b>			
3A	Allowed Special Asset Claims against MAS	Unimpaired	Deemed to Accept the Plan
3B	Allowed Special Asset Claims against MISI	Unimpaired	Deemed to Accept the Plan

Class	Claim	Status	Voting Rights
<b>Unsecured Claims Against MAS</b>			
4A	Allowed Unsecured GPIF Deficiency Claims Against MAS	Impaired	Entitled to Vote
4B	Allowed Unsecured GPIF Investor Claims Against MAS	Impaired	Entitled to Vote
4C	Allowed Unsecured Claims Against MAS Other Than Those Classified in Classes 4A - 4B	Impaired	Entitled to Vote
<b>Unsecured Claims Against MISI</b>			
5A	Allowed Unsecured GPIF Deficiency Claims Against MISI	Impaired	Entitled to Vote
5B	Allowed Unsecured GPIF Investor Claims Against MISI	Impaired	Entitled to Vote
5C	Allowed Unsecured Finzel Creditors Deficiency Claims Against MISI	Impaired	Entitled to Vote
5D	Allowed Unsecured Claims Against MISI Other Than Those Classified in Classes 5A - 5C	Impaired	Entitled to Vote
<b>Allowed Interests</b>			
6	Allowed MAS Interests	Impaired	Entitled to Vote
7	Allowed MISI Interests	Impaired	Entitled to Vote

### 3.1 Secured Claims.

3.1A Class 1A: Allowed Secured Claims against MAS other than: a) Allowed Secured Claims of GPIF against MAS which are classified as Class 1B Claims; and b)

Allowed Secured Claims against MAS that are also Allowed Priority Tax Claims (which are not classified but shall be treated pursuant to Section 2.2 of the Plan). Class 1A does not contain any known Claims. Class 1A is unimpaired and is not entitled to vote on the Plan.

3.1B Class 1B: Allowed Secured Claims of GPIF Against MAS. Class 1B contains GPIF's Allowed Secured Claims against MAS. Class 1B is unimpaired and is not entitled to vote on the Plan.

3.1C Class 1C: Allowed Secured Claims Against MISI other than a) Allowed Secured Claims of GPIF against MISI (which are classified as Class 1D claims); b) Allowed Secured Claims of Finzels Creditors against MISI (which are classified as Class 1E) and c) Allowed Secured Claims that also are Allowed Priority Tax Claims (which are not classified but are treated pursuant to Section 2.2 of this Plan). Class 1C does not contain any Claims. Class 1C is unimpaired and is not entitled to vote on the Plan.

3.1D Class 1D: Allowed Secured Claims of GPIF Against MISI. Class 1D contains GPIF's Allowed Secured Claims against MISI. Class 1D is unimpaired and is not entitled to vote on the Plan.

3.1E Class 1E: Allowed Secured Claims of Finzels Creditors Against MISI. Class 1E contains Finzels Creditors Allowed Secured Claims against MISI. Class 1E is unimpaired and is not entitled to vote on the Plan.

3.2 Other Priority Claims.

3.2A Class 2A: Other Priority Claims Against MAS. Class 2A consists of the Allowed Other Priority Claims against MAS. Class 2A is unimpaired and is not entitled to vote on the Plan.



3.2B Class 2B: Other Priority Claims Against MISI. Class 2B consists of the Allowed Other Priority Claims against MISI. Class 2B is unimpaired and is not entitled to vote on the Plan.

3.3 Special Asset Claims.

3.3A Class 3A: Allowed Special Asset Claims against MAS. Class 3A consists of Allowed Claims against MAS entitled to share in MAS Special Asset recoveries, if any. Class 3A is unimpaired and is not entitled to vote on the Plan.

3.4B Class 3B: Allowed Special Asset Claims Against MISI. Class 3B consists of Allowed Claims against MISI entitled to share in MISI Special Asset recoveries, if any. Class 3B is unimpaired and is not entitled to vote on the Plan.

3.4 Unsecured Claims Against MAS.

3.4A Class 4A: Allowed Unsecured GPIF Deficiency Claims Against MAS. Class 4A consists of the Allowed Unsecured Deficiency Claims by GPIF against MAS, if any. Class 4A is impaired and entitled to vote on the Plan.

3.4B Class 4B: Allowed Unsecured GPIF Investor Claims Against MAS. Class 4B contains Allowed GPIF Investor Claims against MAS. Class 4B is impaired and entitled to vote on the Plan.

3.4C Class 4C: Allowed Unsecured Claims Against MAS Other Than Those Classified in Classes 4A - 4B. Class 4C contains mainly Claims of MAS trade creditors. Class 4C is impaired and entitled to vote on the Plan.

3.5 Unsecured Claims Against MISI.

3.5A Class 5A: Allowed Unsecured GPIF Deficiency Claims Against MISI. Class 5A contains Allowed GPIF Deficiency Claims against MISI, if any. Class 5A is impaired

and entitled to vote on the Plan.

3.5B Class 5B: Allowed Unsecured GPIF Investor Claims Against MISI.

Class 5B contains Allowed GPIF Investor Claims against MISI. Class 5B is impaired and entitled to vote on the Plan.

3.5C Class 5C: Allowed Unsecured Finzel Creditors Deficiency Claims

Against MISI. Class 5C contains Allowed Finzel Creditors Unsecured Deficiency Claims against MISI, if any. Class 5C is impaired and entitled to vote on the Plan.

3.5D Class 5D: Allowed Unsecured Claims Against MISI Other Than Those

Classified in Classes 5A - 5C. Class 5D contains primarily Claims of MISI trade creditors. Class 5D is impaired and entitled to vote on the Plan.

3.6 Class 6: Allowed MAS Interests. Class 6 consists of Allowed MAS Interests.

Class 6 is impaired and is entitled to vote on the Plan.

3.7 Class 7: Allowed MISI Interests. Class 7 consists of Allowed MISI Interests.

Class 7 is impaired and is entitled to vote on the Plan.

#### ARTICLE IV

##### Treatment of Classes of Claims and Interests

Except to the extent the holder of an Allowed Claim or Allowed Interest against the Debtor agrees to accept different but lesser treatment, the treatment of Allowed Claims and Allowed Interests shall be as follows:

4.1 Secured Claims.

4.1A Class 1A: Allowed Secured Claims against MAS other than: a) Allowed Secured Claims of GPIF against MAS which are classified as Class 1B Claims; and b) Allowed Secured Claims against MAS that are also Allowed Priority Tax Claims (which are not classified

but shall be treated pursuant to Section 2.2 of the Plan). Each holder of an Allowed Class 1A Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 4C general Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1A Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1A Claim. The Debtors' and/or Trustee's surrender of the remaining collateral of such holder of Allowed Class 1A Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 4C Claim. If the debt instrument and any related mortgages and other documents under which the Class 1A Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 4C Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1A, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1A Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1A Claim. If a Class 1A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim

becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

4.1B Class 1B: Allowed Secured Claims of GPIF Against MAS. Each holder of an Allowed Class 1B Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 4A general Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1B Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1B Claim. The Debtors' and/or Trustee's surrender of the remaining collateral of such holder of Allowed Class 1B Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 4A Claim. If the debt instrument and any related mortgages and other documents under which the Class 1B Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 4A Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1B, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1B Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1B Claim. If a Class 1B holder's Claim has not become

an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

4.1C Class 1C: Allowed Secured Claims Against MISI other than a) Allowed Secured Claims of GPIF against MISI (which are classified as Class 1D Claims); b) Allowed Secured Claims of Finzels Creditors against MISI (which are classified as 1E Claims) and c) Allowed Secured Claims that also are Allowed Priority Tax Claims (which are not classified but are treated pursuant to Section 2.2 of this Plan). Each holder of an Allowed Class 1C Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 5D Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1C Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1C Claim. The Debtors' and/or Trustee's surrender of the remaining collateral of such holder of Allowed Class 1C Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 5D Claim. If the debt instrument and any related mortgages and other documents under which the Class 1C Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any

Deficiency Claim remaining shall be treated as a Class 5D Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1C, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1C Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1C Claim. If a Class 1C holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

4.1D Class 1D: Allowed Secured Claims of GPIF Against MISI. Each holder of an Allowed Class 1D Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 5A Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1D Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1D Claim. The Debtors' and/or Trustee's surrender of the remaining collateral of such holder of Allowed Class 1D Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 5A

Claim. If the debt instrument and any related mortgages and other documents under which the Class 1D Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 5A Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1D, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1D Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1D Claim. If a Class 1D holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

4.1E Class 1E: Allowed Secured Claims of Finzels Creditors Against MISI.

Each holder of an Allowed Class 1E Claim, on the Effective Date, or as soon thereafter as practicable, shall receive treatment, as applicable, pursuant to Section 1124(1) or (2) of the Bankruptcy Code; provided, however, that treatment pursuant to Section 1124(1) may, in the Debtors' and/or Trustee's, as the case may be, sole discretion, include the return of the claimant's collateral with any Deficiency Claim or Unsecured Claim resulting from the disposition of such returned collateral in accord with applicable law to be treated as a Class 5C Unsecured Claim; provided further, however, that the Debtors and/or the Trustee may elect, in the Debtors' and/or Trustee's, as the case may be, sole discretion, the treatment hereunder for each such Allowed Class 1E Claim on or before the later of a) sixty (60) days after the Effective Date, or b) determination by Final Order of the allowed amount of such Class 1E Claim. The Debtors' and/or Trustee's

surrender of the remaining collateral of such holder of Allowed Class 1E Claim shall be deemed to be an election of 1124(a)(1) treatment hereunder with any Deficiency Claim to be treated as a Class 5C Claim. If the debt instrument and any related mortgages and other documents under which the Class 1E Claim is based are reinstated, reinstatement only shall be for the amount of the Allowed Secured Claim and any Deficiency Claim remaining shall be treated as a Class 5C Claim. The Debtors and/or Trustee shall execute any and all documents necessary to effectuate the terms of this paragraph. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 1E, on the Effective Date or as soon thereafter as practicable, shall receive a Class 1E Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 1E Claim. If a Class 1E holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

#### 4.2 Other Priority Claims.

4.2A Class 2A: Other Priority Claims Against MAS. This class consists of all Allowed Other Priority Claims against MAS. Unless otherwise agreed by the holder of any Claim in this class, each Allowed Other Priority Claim that has not been satisfied as of the Effective Date will receive in full and final satisfaction and discharge of and in exchange for each Allowed Other Priority Claim payment in Cash in full on the later of: (a) the fourteenth (14th) day after the Effective Date or as soon as reasonably practicable thereafter as determined by the Reorganized Debtor; and (b) the fourteenth (14th) day after the date on which there is a Final Order allowing such Claim. The assets and claims associated with the Claims of this Class will be



transferred to the Trust. Each holder of an Allowed Claim in this Class 2A, on the Effective Date or as soon thereafter as practicable, shall receive a Class 2A Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 2A Claim. If a Class 2A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

4.2B Class 2B: Other Priority Claims Against MISI. This class consists of all Allowed Other Priority Claims against MISI. Unless otherwise agreed by the holder of any Claim in this class, each Allowed Other Priority Claim that has not been satisfied as of the Effective Date will receive in full and final satisfaction and discharge of and in exchange for each Allowed Other Priority Claim payment in Cash in full on the later of: (a) the fourteenth (14th) day after the Effective Date or as soon as reasonably practicable thereafter as determined by the Reorganized Debtor; and (b) the fourteenth (14th) day after the date on which there is a Final Order allowing such Claim. The assets and claims associated with the Claims of this Class will be transferred to the Trust. Each holder of an Allowed Claim in this Class 2B, on the Effective Date or as soon thereafter as practicable, shall receive a Class 2B Beneficial Interest in the Trust in the Amount of such holder's Allowed Class 2B Claim. If a Class 2B holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide this treatment to such holder.

4.3 Special Asset Claims.

4.3A Class 3A: Allowed Special Asset Claim Against MAS. On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 3A Claims shall receive a Class 3A Beneficial Interest in the Trust in an amount equal to such holder's Allowed Class 3A Claim. If a Class 3A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim in this Class, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. Each Beneficial Interest issued to Class 3A Claim holders shall provide for such holder to receive such holder's Pro Rata Share of each such Special Asset Recovery in which such holder is entitled to share.

4.3B Class 3B: Allowed Special Asset Claim Against MISI. On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 3B Claims shall receive a Class 3B Beneficial Interest in the Trust in an amount equal to such holder's Allowed Class 3B Claim. If a Class 3B holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim in this Class, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. Each Beneficial Interest issued to Class 3B Claim holders shall provide for such holder to receive such holder's Pro Rata Share of each such Special Asset Recovery in which such holder is entitled to share.

4.4 Unsecured Claims Against MAS.

4.4A Class 4A: Allowed Unsecured GPIF Deficiency Claims Against MAS. On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 4A Claims shall receive a Class 4A Beneficial Interest in the Trust in an Amount of such holder's Allowed

Class 4A Claim. If a Class 4A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

4.4B Class 4B: Allowed Unsecured GPIF Investor Claims Against MAS. On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 4B Claims shall receive a Class 3B Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 4B Claim. If a Class 4B holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

4.4C Class 4C: Allowed Unsecured Claims Against MAS Other Than Those Classified in Classes 4A - 4B. On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 4C Claims shall receive a Class 4C Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 4C Claim. If a Class 4C holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

4.5 Unsecured Claims Against MISI.

4.5A Class 5A: Allowed Unsecured GPIF Deficiency Claims Against MISI.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 5A Claims shall receive a Class 5A Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 5A Claim. If a Class 5A holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

4.5B Class 5B: Allowed Unsecured GPIF Investor Claims Against MISI.

On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 5B Claims shall receive a Class 5B Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 5B Claim. If a Class 5B holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

4.5C Class 5C: Allowed Unsecured Finzel Creditors Deficiency Claims

Against MISI. On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 5C Claims shall receive a Class 5C Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 5C Claim. If a Class 5C holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim

becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

4.5D Class 5D: Allowed Unsecured Claims Against MISI Other Than Those Classified in Classes 5A - 5C. On the Effective Date, or as soon thereafter as practicable, holders of Allowed Class 5D Claims shall receive a Class 5D Beneficial Interest in the Trust in an Amount of such holder's Allowed Class 5D Claim. If a Class 5D holder's Claim has not become an Allowed Claim on the Effective Date, then such Beneficial Interest shall be issued in the Face Amount of such Claim, but shall be amended to the amount of such Claim as Allowed when that Claim becomes an Allowed Claim. The Beneficial Interest in the Trust shall represent the Trust's obligation to provide the distribution to such beneficiaries in accord with the Trust terms.

4.6 Class 6: Allowed MISI Interests. On the Effective Date, or as soon thereafter as practicable, each holder of an Allowed Interest in Class 6 shall receive a Class 6 Beneficial Interest in the Trust that represents solely the right to receive any MISI allocated Trust assets after satisfaction in full of all MISI Allowed Claims represented by a Beneficial Interest in the Trust. Any certificate representing such Allowed Interest shall be cancelled upon the Effective Date.

4.7 Class 7: Allowed MAS Interests. On the Effective Date, or as soon thereafter as practicable, each holder of an Allowed Interest in Class 7 shall receive a Class 7 Beneficial Interest in the Trust that represents solely the right to receive any MAS allocated Trust assets after satisfaction in full of all MAS Allowed Claims represented by a Beneficial Interest in the Trust. Any certificate representing such Allowed Interest shall be cancelled upon the Effective Date.

## ARTICLE V

### Acceptance or Rejection of Plan

5.1 Voting Classes. Each holder of an Allowed Claim or Interest in Classes 4A-C, 5A-D, 6 and 7 shall be entitled to vote to accept or reject this Plan.

5.2 Presumed Acceptance of Plan. Classes 1, 2 and 3 are unimpaired under this Plan and, therefore, are conclusively presumed to have accepted this Plan.

## ARTICLE VI

### Funding and Implementation of Plan

6.1 Distribution Fund. The reorganized Debtors, immediately after the Effective Date but prior to their termination hereunder, shall make the payments and distributions pursuant to Article II of the Plan from cash and assets held by the reorganized Debtors just prior to transfer to the Trust. The funds necessary to make such payments shall be the Distribution Fund. After all distributions from the Distribution Fund, the remaining Debtors' assets shall be transferred to the Trust described in section 6.2 below shall occur and shall be Trust Assets. To the extent that a claimant pursuant to Article II of the Plan shall agree to defer its payment until the Trustee determines sufficient funds exist therefore, such Claimants shall receive from the Trust a note in the Allowed Amount of such Claim with 5% interest A.P.R. payable on the earlier of the Trustee's discretionary payment thereof or the Termination Date of the Trust. Trust payments to Beneficiaries shall be made prior to all other Trust Payments except those to holders of Classes 1A-E, 2A-B and Classes 3A-B.

6.2 Liquidation of Assets and Funding of Plan. On the Effective Date, but subject to the powers vested in the Trustee and the Trust Committee pursuant to Section 6.4 and the Trust Agreement, and pursuant to 11 U.S.C. §1123 and the preemption of applicable non-bankruptcy

law to the contrary, if any, the reorganized Debtors hereby assign and transfer by, and on behalf of the Beneficiaries of the Trust, the Trust Assets, including all property of the Debtors' bankruptcy estates, including but not limited to the Reserved Claims, choses in action, and other property both personal property and real. The Trust shall use the proceeds from the liquidation of the Trust Assets to fund the distributions under the Plan in accordance with the provisions of the Trust and this Plan. The property transferred to the Trust shall be free and clear of all claims and interest except those specifically preserved herein. Trust Assets shall be distributed to Trust beneficiaries pursuant to the Plan and the Trust Agreement. The Trustee shall be charged with booking and accounting for each such asset received by the Trust on a debtor-by-debtor/asset-by-asset basis. For example, MAS assets shall be noted as MAS assets and MISI assets shall be noted as MISI assets. In addition, Special Assets shall be denoted as such and noted as MAS or MISI Special Assets as the case may be. The Trustee shall identify each claimant with a right to Special Assets and note the same so that the Trustee may marshal the Special Assets for the benefit of those with specific rights therein as provided in Section 4.3 of the Plan. Each such Claimant's rights, if any, to receive a recovery from a Special Asset, if any, is endemic to and paired with that Claimant's respective Beneficial Interest in the Trust received respecting such Claimant's Allowed Claims against the Debtors hereunder. All Special Assets must be liquidated first and the Special Asset Recoveries therefrom applied to the Allowed Claims of such class before remaining general Trust assets may be distributed to such class.

6.3 Termination Of Existence. On the Effective Date, or as soon thereafter as practicable, the reorganized Debtors shall make the distributions from the Distribution Fund and then the transfers of the assets to the Trust. At such time the reorganized Debtors shall cease to operate and shall be deemed to have terminated their existence pursuant to their organic

documents that are amended hereby to provide for termination as of that date. The managers, officers and directors of the Debtors and Trust Committee are hereby authorized to perform such acts, execute and deliver such documents, and perform all things as may be reasonably necessary to carry out the Plan and/or Trust provisions without further or other Court approval or member, shareholder or board authorization except as specifically required herein or in the Trust.

6.4 The Trust/Trust Committee and Trustee.

(a) Establishment. From and after the Effective Date, the Trust, substantially in the form of the Trust Agreement shall exist and be controlled as set forth in the Trust Agreement by the Trustee and the Trust Committee.

(b) The Trustee. The Trustee shall be an individual or entity selected by mutual agreement by the Examiner and the Debtors. The Trustee shall have the duties and powers set forth in the Trust Agreement.

(c) The Trust Committee. The Trust Committee shall be established and comprised of members appointed by mutual agreement of the Examiner and the Debtors, to be announced prior to the Disclosure Statement hearing and disclosed in the Disclosure Statement. The Trust Committee shall have at least three (3) and no more than five (5) members. If for any reason, the Trust Committee shall have fewer than three (3) members, or if for any reason the existing members of the Trust Committee believe that an additional person should become a member of the Trust Committee, the Trust Committee shall appoint a new member to serve on the Trust Committee. Only a person holding an Allowed Claim or who is a record holder of a Beneficial Interest in the Trust representing same may serve on the Trust Committee. The duties and powers of the Trust Committee shall include all of the duties and powers under the Trust Agreement.



(d) Limitation of Liability. The Trustee and/or members of the Trust Committee shall have no liability whatsoever for any decision or error of judgment made in good faith other than as a result of willful misconduct as set forth in the Trust Agreement. None of the provisions of the Plan shall require the Trustee and/or members of the Trust Committee to expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their rights and powers. The members of the Trust Committee may rely without inquiry upon any writing delivered to them hereunder which they believe in good faith to be genuine and to have been given by a proper Person.

(e) Indemnification. The Trust estate shall indemnify and hold harmless the Trustee and the Trust Committee, and its individual members, and their employees and agents as set forth in the Trust Agreement

(f) Intercompany Issues. The Trustee and/or Trust Committee may act on behalf of the Trust and its assets when the various Trust Beneficiaries' rights are, or purported to be, in conflict, and any conflicts inherent therein are hereby waived and all actions taken by the Trustee and/or Trust Committee on behalf of the Trust shall be deemed to be in the best interests of all Trust Beneficiaries.

(g) Terminating the Trust. The Trust shall be terminated as set forth in the Trust Agreement. The exculpation and indemnification of the Trust, Trust Committee, and its members, agents, and attorneys under this Plan shall survive the termination of the Trust and the closing of the Chapter 11 Cases.

(h) Trustee May Grant Release under Article XIII of the Plan. The Trustee is empowered hereby in his or her sole discretion to grant the Release and Injunction set forth in Sections 13.2 and 13.3, respectfully, of the Plan as part of any settlement reached and approved by

the Trustee. Each of the Debtors' Creditors hereby authorizes the Trustee to so act. The Release provision is essential to this Plan as it will enable maximized settlements to be reached with various parties that will enable creditors to receive more than they otherwise would, thereby enabling this Plan to be confirmed and the results from it to be the best possible under the circumstances.

6.5 Fidelity Bond. The Trustee shall maintain or cause to be maintained, with a responsible insurer, a fidelity bond as set forth in the Trust Agreement.

6.6 Access to Information. The Trust shall take possession of all Debtor documents or, in its discretion, arrange with the Debtors and/or others a records retention and preservation agreement respecting information in the Debtors' possession, custody or control in connection with prosecuting the Reserved Claims or administering the Plan and Trust.

6.7 Closing of the Chapter 11 Cases. The Chapter 11 cases shall be closed as soon as practicable; provided, however, that the Debtors shall consult with the Trustee as to an appropriate time for same depending on pending litigation and other concerns.

6.8 Certificate of Incorporation and By-laws. The certificate of incorporation and by-laws of the reorganized Debtors, shall, as of the Effective Date remain in full force and effect except as otherwise modified by the terms of the Plan and the Confirmation Order to terminate the Debtors' existence.

6.9 Settlement Offset of Reserved Claims. In the event a Person becomes entitled to an Allowed Claim as a result of the compromise, adjustment, arbitration, settlement, enforcement or other resolution of a Reserved Claim asserted against such Person, such Person's only rights with respect to previously made distributions to holders of Allowed Claims in such Classes shall be to set off against any Reserved Claim liability of such Person an amount equal to the aggregate

amount of all distributions from the Trust that would have been made to such Person on account of such Allowed Claim were such Claim an Allowed Claim on the Effective Date.

6.10 Miscellaneous Distribution Provisions.

(a) Unclaimed Property. If a distribution under the Plan remains unclaimed one year following the date of such distribution, then the holder of the applicable Allowed Claim or Allowed Interest shall forfeit such distribution and such distribution shall be retained by the Debtors and deposited in the Trust for general distribution pursuant to the Trust Agreement.

(b) Method of Cash Distributions. Any Cash payment to be made pursuant to the Plan may be made by draft, check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law.

(c) Distributions on Non-Business Days. Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

(d) No Distribution in Excess of Allowed Amount of Claim. Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive respecting such Claim any distribution (of a value set forth herein) in excess of the allowed amount of such Claim. Except as provided herein or in a Final Order, no Claim shall be allowed to the extent that it is for post-petition interest.

(e) Mathematical Calculations. If any formula in the Plan cannot be mathematically calculated because one or more of the variables in such formula is a fraction containing a denominator having a value of zero or zero dollars, such variable shall be deemed to have a value of zero or zero dollars, as the case may be.

(f) Disputed Payments. If any dispute arises as to the identity of the holder of an Allowed Claim or an Allowed Interest entitled to receive any distribution under the Plan, such

distribution may be retained by the Trust until the identity of such holder of an Allowed Claim or Allowed Interest is determined by a Final Order or written agreement among the interested parties to such dispute and withheld from such distribution an amount equal to the fees and costs incurred by the Trust or the reorganized Debtors in resolving such dispute.

(g) Withholding Taxes. Any federal or state withholding taxes or other amounts required to be withheld under any applicable law shall be deducted and withheld from any Plan and/or Trust distributions.

6.11 Corporate Authorizations.

(a) Governance Action. Any action under the Plan to be taken by or required of Debtors prior to the Effective Date, or immediately after the Effective Date but prior to the termination of the Debtors, shall be taken through their respective officers and directors. The issuance of instruments, and/or the execution of agreements and shall be authorized and approved in all respects, without any requirement of further action by the managers, members, shareholders, directors or officers of the Debtors.

(b) Effectuating Documents and Further Transactions. The Debtors and reorganized Debtors and/or the Trustee, as the case may be, each shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan.

6.12 Revesting of Property in the Debtors. On the Confirmation Date but subject to the occurrence of the Effective Date, all of the Debtors' property shall revert in the respective Debtor free and clear of all liens, claims and encumbrances except as specifically set forth in the Plan.

ARTICLE VII

Rejection of Certain Executory Contracts and Unexpired Leases

7.1 Rejection.

(a) Leases and Contracts to be Rejected. On the Confirmation Date, but subject to the occurrence of the Effective Date, the Debtors, pursuant to Section 365 of the Bankruptcy Code, shall reject all of their executory contracts and unexpired leases except those that: (i) are the subject of motions to assume or reject pending on the Confirmation Date; (ii) were assumed before the Confirmation Date; (iii) are listed on Schedule 7.1 hereto; or (iv) become the subject of a dispute over the amount or manner of cure and for which the Debtors make a motion, at any time, to reject such contract or lease based upon the existence of such dispute; provided, however, that the Debtors shall not be required to assume or reject any executory contract or unexpired lease with any party that is a debtor under the Bankruptcy Code unless and until such contract or lease has been assumed or rejected by such other party. All contracts or leases not assumed or reserved hereby shall be deemed rejected.

(b) Effect of Postconfirmation Rejection. The entry of an order by the Bankruptcy Court after the Confirmation Date authorizing the rejection of an executory contract or unexpired lease shall result in such rejection being a pre-petition breach under Sections 365(g) and 502(g) of the Bankruptcy Code.

(c) Deadline to File Rejection Damage Claims. Each Person who is a party to a contract or lease rejected under the Plan must file, not later than thirty (30) days after the Confirmation Date, a proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim, or sharing in distributions under the Plan, related to such alleged rejection damages.

7.2 Assumption.

(a) Leases and Contracts to be Assumed. Attached hereto as Schedule 7.2 is a non-exclusive list of the executory contracts and unexpired leases deemed to be assumed by the Debtor under the Plan as of the Confirmation Date (but subject to the occurrence of the Effective Date) pursuant to Section 365 of the Bankruptcy Code, and the cure amounts necessary for such assumptions.

(b) Deadline to Object to Cure Amounts. If prior to the Confirmation Date or such other date as the Bankruptcy Court may fix, a party to such an executory contract or unexpired lease listed on Schedule 7.2 fails to file with the Bankruptcy Court and serve upon the attorneys for the Debtor an objection to the applicable cure amount listed on Schedule 7.2, then such party shall be forever barred from asserting any additional or other amounts against the Debtor respecting such cure amount.

(c) Method of Cure. At the election of the respective Debtor, any monetary defaults under each executory contract and unexpired lease to be assumed under this Plan shall be satisfied pursuant to Section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (a) by payment of the default amount in Cash before the first anniversary of the Effective Date or such lesser period ordered by the Bankruptcy Court; or (b) on such other terms as may be agreed to by the parties to such executory contract or unexpired lease. If a dispute occurs regarding: (x) the cure amount; (y) the ability of the Debtors to provide adequate assurance of future performance under the contract or lease to be assumed; or (z) any other matter pertaining to assumption, the cure payments required by Section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving assumption.

ARTICLE VIII

Request for Confirmation Under 11 U.S.C. § 1129(b)

In the event any impaired class of Claims or Interests does not accept the Plan, the Proponents reserve the right to request that the Court nevertheless confirm its Plan under the provisions of 11 U.S.C. § 1129(b).

ARTICLE IX

Administrative Provisions

9.1 Retention of Jurisdiction. Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction for the following purposes:

(a) Determination of the allowability of Claims against and Interests in Debtor (except those Claims that are Allowed Claims pursuant to the Plan, unless such determination is pursuant to a reconsideration or modification of the entire Plan), upon objection by the Debtors or any other party in interest and the validity, extent, priority, and nonavoidability of consensual and nonconsensual liens and other encumbrances;

(b) Determination of tax liability pursuant to Section 505 of the Bankruptcy Code;

(c) Approval, pursuant to Section 365 of the Bankruptcy Code, of all matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease of the Debtors;

(d) Determination of requests for payment of administrative expenses entitled to priority under Sections 507(a)(2) and 507(a)(3) of the Bankruptcy Code;

(e) Resolution of controversies and disputes regarding the interpretation of the Plan, the Confirmation Order, Bankruptcy Court's orders or the Trust Agreement that survive

Confirmation of the Plan pursuant to the Plan or other applicable law;

(f) Implementation of the provisions of the Plan and/or the Trust Agreement as set forth therein, and entry of orders in aid of confirmation and consummation of the Plan and enforcing settlements or orders entered during the case or as part of the Plan, including, without limitation, appropriate orders to protect the Trustee, the Debtors and their successors from actions by Creditors and/or Interest holders of the Debtors and resolution of disputes and controversies regarding property that was property of the Debtors' bankruptcy estates;

(g) Modification of the Plan pursuant to Section 1127 of the Bankruptcy Code;

(h) Adjudication of any causes of action that arose pre-confirmation or in connection with the implementation of the Plan, including without limitation, the Reserved Claims, brought or to be brought by the Trustee, the Debtors, or successors of the Debtor as the representative of the Debtor's estate, or a party in interest (as representative of the Debtors' estates);

(i) Entry of a Final Order closing the Chapter 11 Cases;

(j) Resolution of disputes concerning the Disputed Claims the reserves therefore (or its administration) and Claims for disputed distributions;

(k) The resolution of any disputes concerning any release under the Plan of a nondebtor or the injunction under the Plan, or in the Confirmation Order against acts, employment of process, or actions against such nondebtor;

(l) Resolution of any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the applicable Claims Bar Date, the hearing on the approval of the Disclosure Statement as containing adequate information, the hearing on the confirmation of the Plan for the purpose of determining whether a Claim is discharged or an Interest terminated



hereunder, or for any other purpose;

(m) Issuance of injunctions, grant and implementation of other orders, or taking such other actions as may be necessary or appropriate to restrain interference by any Person with consummation or enforcement of the Plan;

(n) Resolution of controversies and disputes regarding settlement agreements, releases, orders, injunctions, judgments, and other matters entered or approved by the Bankruptcy Court in connection with any adversary proceeding, discovery, or contested matter in the Chapter 11 Cases;

(o) Adjudication of any pending adversary proceeding, or other controversy or dispute, in the Debtors' Chapter 11 Cases, which arose pre-confirmation and over which the Bankruptcy Court had jurisdiction prior to confirmation of the Plan;

(p) Entry and implementation of such orders as may become necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated; and

(q) Determination of any other matters that may arise in connection with or relating to the Plan, the Trust, the Trustee's members, agents or attorneys, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or Disclosure Statement.

9.2 Successors and Assigns. The right, benefits, and obligations of any person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heir, executor, administrator, successor, or assign of such person.

9.3 Severability. Should any provision in the Plan be determined to be unenforceable following the Confirmation Date, such determination shall in no way limit or affect the

enforceability and operative effect of any and all other provisions of the Plan; provided that the Plan, as modified, meets the requirements of the Bankruptcy Code, including without limitation, Section 1127 of the Bankruptcy Code.

9.4 Rules of Construction.

(a) Undefined Terms. Any capitalized term used but not otherwise defined in the Plan shall have the meaning given to that term in the Bankruptcy Code and/or the Bankruptcy Rules.

(b) Miscellaneous Rules. When interpreting the Plan: (i) the words "herein," "hereof," "hereunder," and other words of similar import shall refer to the Plan as a whole, not to any particular article, section, subsection, or clause, unless the context requires otherwise; (ii) whenever it appears appropriate from the context, each term stated in the singular or the plural shall include the singular and the plural, and each pronoun stated in the masculine, feminine, or neuter shall include the masculine, feminine, and the neuter; (iii) captions and headings to articles, sections, and subsections of the Plan (inserted for convenience or reference only) shall not be a part of or affect the interpretation of the Plan; and (iv) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply, unless superseded by the Plan or the Confirmation Order.

(c) Governing Law. Except to the extent the Bankruptcy Code, Bankruptcy Rules, or other federal laws, and except for Allowed Secured Claims reinstated under the Plan that are governed by another jurisdiction's law, the rights and obligations arising under the Plan shall be governed by the laws of the State of Indiana, without giving effect to principles of conflicts of law.

9.5 Section 1145 Exemption. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of any securities pursuant to the Plan and any and all settlement

agreements incorporated herein shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act of 1933, 15 U.S.C. § 77a – 77aa, to the maximum extent permitted thereunder and any other applicable law requiring registration prior to the offering, issuance, distribution or sale of securities.

9.6 Application of Bankruptcy Code Section 1146(c). Any transfer of property under the Plan shall be entitled to tax treatment provided by Sections 1146(c) of the Bankruptcy Code and each recording or other agent of any governmental office shall record any such documents of issuance, transfer, or exchange without any further direction or order from the Court.

9.7 Continuation of Injunctions and Stays. Unless otherwise provided, all injunctions or stays ordered in the Chapter 11 Cases, pursuant to Section 105 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date shall remain in full force and effect unless or until subsequently modified or terminated.

9.8 Approval and Payment of Post-Confirmation Professional Fees.

After the Effective Date, any professionals retained in these Chapter 11 Cases or retained by the Trustee or under the Trust Agreement may receive compensation for services rendered or reimbursement of out of pocket expenses without further application to the Bankruptcy Court, and the entry of an order by the Bankruptcy Court authorizing and directing repayment of such fees and expenses, after appropriate notice to creditors and parties in interest; provided, however, that all professional fees incurred and earned during the Chapter 11 Cases prior to the Effective Date shall be subject to 11 U.S.C. § 330 and a Final Fee Application pursuant thereto.

ARTICLE X

Conditions Precedent to Effective Date of the Plan

10.1 Conditions Precedent to Effective Date of the Plan. The implementation of the Plan is subject to the requirement that, and the Effective Date shall not occur until, each and all of the following conditions shall have been satisfied or waived by the Debtors and, respecting solely 10.4(a), Harold Garrison:

(a) The Bankruptcy Court shall have entered the Confirmation Order in form and substance satisfactory to the Debtors and containing provisions authorizing, approving and restating the Releases contained in Article XIII hereof, and such Confirmation Order shall have become a Final Order; and

(b) Subject to and in accordance with the Plan, all of the Debtor's right, title and interest in the assets shall have reverted in the Debtors or as otherwise provided in this Plan.

ARTICLE XI

Reservation of Rights

11.1 Reserved Claims Retained. Notwithstanding the entry of a Confirmation Order, and subject to the powers and authority vested in the Trustee by the Plan and the Trust, the Debtors shall retain all Reserved Claims that any of the Debtors may have under the Bankruptcy Code or under otherwise applicable federal or state law. As set forth in the Plan and pursuant to Section 1123 of the Bankruptcy Code, these Reserved Claims shall be assigned to the Trust upon the Effective Date. The Trustee shall be solely authorized to prosecute such causes of actions on behalf of the Trust, if the Trustee determines that such action should be taken.

11.2 Retain Right to Dispute Validity of Liens and Claims. Notwithstanding the entry of the Confirmation Order, the Trust shall retain the right to dispute the validity, priority, extent,

and amount of any alleged Claim or Interest, whether or not addressed specifically in the Plan, and shall retain the right to litigate and/or dispute the extent and validity of the Claims of any unsecured creditor, except as such Claim has become an Allowed Claim as specifically provided in the Plan or Confirmation Order. The Trustee as assignee of all Debtors' assets shall also inure to all defenses and counterclaims respecting such Claims and may assert and prosecute same to the fullest. The provisions of 11 U.S.C. § 108 shall apply to the Trustee as it does to the Debtors. The Trustee hereby reserves all rights to litigate and or settle all pending or future litigation issues as set forth in the Trust Agreement.

## ARTICLE XII

### Modification of this Plan

12.1 Modification Prior to Confirmation. The Proponents may modify this Plan at any time before the Confirmation Date, but may not modify this Plan so that this Plan as modified fails to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code.

12.2 Modification After Confirmation. The Proponents by the mutual agreement (or the Trustee, as a successor in interest to the Debtors' estates), may modify this Plan at any time after the Confirmation Date and before substantial consummation of this Plan, but they may not modify this Plan so that this Plan as modified fails to meet the requirements of the Bankruptcy Code.

## ARTICLE XIII

### Discharge, Release and Injunction

13.1 Discharge of Debt. Upon the Confirmation Date, the Debtors shall be fully and completely discharged, to the fullest extent permitted by Sections 1141 and 524 of the Bankruptcy Code, from all Claims, debts and liabilities against the Debtors, except as specifically provided for

by the Plan.

13.2 TRUSTEE'S POTENTIAL RELEASE. As set forth more fully herein and in the Trust Agreement, each Creditor of the Debtors hereby authorizes the Trustee, in his sole discretion, upon his or her determination that the settlement obtained merits same, to grant the following release to any party who settles a Reserved Claim with the Trustee:

EXCEPT FOR ALL OBLIGATIONS UNDER THE SETTLEMENT AGREEMENT, MISI, MAS, THE TRUST, AND ALL CREDITORS OF MISI, MAS, AND BENEFICIARIES OF THE TRUST, THEIR SUCCESSORS AND ASSIGNS, FOR GOOD AND VALUABLE CONSIDERATION, SHALL, AND DO HEREBY, RELEASE AND FOREVER DISCHARGE [POTENTIAL SETTLER] AND HIS [ITS] RELATED ENTITIES TOGETHER WITH THEIR HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AGENTS, AND ATTORNEYS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION WHICH MAS, MISI, THE TRUST, CREDITORS OF MISI AND/OR MAS AND BENEFICIARIES OF THE TRUST HAVE OR MAY HAVE HAD ON ACCOUNT OF OR ARISING OUT OF ANY AND ALL MATTERS ALLEGED OR WHICH COULD HAVE BEEN ALLEGED IN ANY LITIGATION BROUGHT BY MISI, MAS IN THE CHAPTER 11 CASE, THE TRUST PURSUANT TO THIS PLAN AND THE TRUST AGREEMENT, OR BY ANY INDIVIDUAL CREDITOR OF DEBTORS OR ARISING OUT OF THE CHAPTER 11 CASES, OPERATIONS AND DEVELOPMENTS OF MAS AND MISI PRIOR TO THE EFFECTIVE DATE OF THE CHAPTER 11 PLAN, AND FROM ANY AND ALL MATTERS OR THINGS OF ANY OTHER NATURE WHICH COULD BE ALLEGED AGAINST [POTENTIAL SETTLER] OR ANY [POTENTIAL SETTLER] RELATED ENTITY AS A RESULT OF [SUCH POTENTIAL SETTLER'S] OR [SUCH POTENTIAL SETTLER'S] RELATED

ENTITIES' PARTICIPATION IN MAS OR MISI OR ANY MAS OR MISI OPERATIONS, INVESTMENT ADVISORY SERVICES, AND/OR DEVELOPMENT PRIOR TO THE EFFECTIVE DATE OF THIS CHAPTER 11 PLAN, AND/OR AN INVESTMENT IN GPIF AS AN OFFICER, DIRECTOR, AND/OR SHAREHOLDER OF ANY SUCH ENTITY; AND ANY AND ALL MATTERS, TRANSACTIONS, AND THINGS OF ANY NATURE WHATSOEVER OCCURRING PRIOR TO THE EFFECTIVE DATE OF MAS AND MISI'S CHAPTER 11 PLAN. IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT OF SETTLEMENT AND RELEASE IS BEING ENTERED INTO AND IS GOVERNED BY THE LAWS OF THE STATE OF INDIANA. MISI, MAS, THE TRUST, ALL CREDITORS OF MISI, MAS AND BENEFICIARIES OF THE TRUST AND THEIR SUCCESSORS AND ASSIGNS, HEREBY SPECIFICALLY RESERVE ALL RIGHTS TO PURSUE ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH MAY EXIST AGAINST THIRD PARTIES NOT SPECIFICALLY RELEASED HEREIN.

13.3 INJUNCTION. COMMENCING ON THE CONFIRMATION DATE BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, ALL PERSONS WHO HOLD OR WHO HAVE HELD A CLAIM OR INTEREST IN THE DEBTOR SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING ANY ACTION, EMPLOYMENT OF PROCESS, OR ACT TO COLLECT, OFFSET, AVOID OR RECOVER ANY CLAIM AGAINST THE DEBTOR OR THE TRUST, AND ALL OTHER PARTIES AGAINST WHOM ANY CLAIM IS DISCHARGED OR RELEASED PURSUANT TO SECTIONS 13.1 OR 13.2 (AS SUBSEQUENTLY GRANTED BY THE TRUSTEE PURSUANT TO THE PLAN AND TRUST AGREEMENT) OF THIS PLAN OR OTHERWISE.

13.4 Exculpation. The Debtors and each of their respective officers, directors, general partners, employees, or agents (acting in such capacity), and any professional persons employed by any of them respecting these Chapter 11 Cases shall not have or incur any liability to any person for any action taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, Disclosure Statement, any contract, release, or other agreement or document created or entered into, or any other action taken or omitted to be taken in connection with the Plan or the Chapter 11 Cases, and all claims based upon or arising out of such actions or omissions will be forever waived, released, and discharged.



Dated: November 10, 2014

HDGM ADVISORY SERVICES, LLC  
Debtor

By: /s/ William Robert Echols  
William Robert Echols, Authorized Signatory

- and -

HDG MANSUR INVESTMENT SERVICES, INC.  
Debtor

By: /s/ William Robert Echols  
William Robert Echols, Authorized Signatory

ATTORNEYS FOR THE DEBTORS

Katz & Korin, P.C.  
334 North Senate Avenue  
Indianapolis, IN 46204  
(317) 464-1100

By: /s/ Michael W. Hile  
Michael W. Hile,

**Schedule 7.1**

**Leases and Contracts to be Rejected**

- All of the Debtors' Executory Leases and Contracts shall be rejected

**Schedule 7.2**

**Leases and Contracts to be Assumed**

- None

**Exhibit A**

**Reserved Claims**

1. The Debtors reserve ALL Claims against third parties, except as specifically settled by the Plan.
2. The Debtors reserve all the Debtors' causes of action against all persons arising under or related to Chapter 5 of the Bankruptcy Code, and all state law or other claims assertable by the Debtors pursuant to 11 U.S.C. § 544(a) or otherwise.
3. The Debtors reserve all Claims of others assigned or transferred to the Debtors as part of a settlement or otherwise hereunder.
4. The Debtors reserve claims against their insurers for coverage under all such policies of insurance and claims related thereto.
5. The Debtors reserve all Claims against GPIF asserted or assertable in the Cause of Action pending in the Southern District of New York, Cause No. 1:13-cv-00547-CM.
6. The Debtors reserve all Claims against the Finzels Creditors asserted or assertable in the Cause of Action pending in High Court of Justice, Queen's Bench Division, Commercial Court, London, England, UK, Claim No. 2013 Folio 1538.
7. The Debtors reserve all defenses and counterclaims that may be asserted against any Claim or Interest filed (or deemed filed) in these Chapter 11 Cases.

**Exhibit B**  
**Trust Agreement**

**LIQUIDATING TRUST AGREEMENT  
FOR THE MISI/MAS TRUST**

DATED: \_\_\_\_\_, 2014

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**LIQUIDATING TRUST AGREEMENT**  
**FOR THE MISI/MAS TRUST**

THIS TRUST AGREEMENT (the "Trust Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between HDGM Advisory Services, LLC, an Indiana limited liability company ("MAS") and HDG Mansur Investment Services, Inc., an Indiana corporation ("MISI", collectively with MAS, "HDGM" or the "Debtors") for the benefit of the Beneficiaries entitled to the Trust Assets (as defined in the Joint Chapter 11 Plan of Reorganization proposed by the Debtors Dated \_\_\_\_\_, 2014 (the "Plan")), and \_\_\_\_\_ as trustee (the "Trustee").

**RECITALS**

WHEREAS on May 21, 2014, Debtors filed with the Bankruptcy Court voluntary petitions for relief under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code"). On \_\_\_\_\_, 2014, Debtors filed their Plan. This Trust Agreement is executed to facilitate implementation of the Plan. Under the terms of the Plan, the Trust Assets will be transferred to the Trust created and evidenced hereby so that (1) the Trust Assets can be held in trust for the benefit of the Beneficiaries entitled thereto for the objectives and purposes set forth herein and in the Plan, (2) certain Claims can be resolved, (3) Distributions may be made in accordance with the Plan, (4) the Trust Assets can be liquidated, and (5) administrative services relating to the activities of the Trust and relating to the implementation of the Plan can be performed by the Trustee. The Trustee will make continuing efforts to dispose of the Trust Assets, make timely distributions, and not unduly prolong the duration of the Trust.

**DECLARATION OF TRUST**

NOW, THEREFORE, to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan pursuant to the Bankruptcy Code and other good and valuable consideration, the receipt of which is hereby acknowledged, Debtors and the Trustee have executed this Trust Agreement for the benefit of the Beneficiaries entitled to the Trust Assets, and, at the direction of such Beneficiaries (because the transfer of title to undivided interests in each of the Trust Assets to such Beneficiaries, and the transfer of such interests by such Beneficiaries to the Trust, would be impractical), absolutely and irrevocably assign to the Trustee and to its successors or assigns, all right, title, and interest of Debtors in and to the Trust Assets in the form and manner provided for in the Plan;

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its successors and assigns;

IN TRUST NEVERTHELESS, under and subject to the terms and conditions of the Plan and this Trust Agreement for the benefit of the Beneficiaries of the Trust (as their respective interests may appear in accordance with the Plan and this Trust Agreement);

PROVIDED, HOWEVER, that upon termination of the Trust in accordance with Article 8 hereof, this Trust Agreement shall cease, terminate, and be of no further force and effect.

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Assets are to be held and applied by the Trustee subject to the further covenants, conditions, and terms set forth below.

## **ARTICLE 1** **DEFINITIONS**

**1.1 Terms Used in the Plan.** If not defined in this Trust Agreement, capitalized terms have the meanings assigned to them in the Plan.

**1.2 General Construction.** As used in this Trust Agreement, the masculine, feminine and neuter genders, and the plural and singular numbers shall be deemed to include the others in all cases where they would apply. "Includes" and "including" are not limiting, and "or" is not exclusive. References to "Articles," "Sections" and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections, and other subdivisions of this Trust Agreement, and the words "herein," "hereafter," and words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section, or subdivision of this Trust Agreement.

## **ARTICLE 2** **THE TRUST**

**2.1 Creation and Name.** There is hereby created the Trust, which shall be known as the "MISI/MAS Trust" or "Trust", as the case may be.

**2.2 Objectives, Purposes and Structure of the Trust.** The Trust is created on behalf of, and for the sole benefit of, the Beneficiaries. The purpose of the Trust is to provide a mechanism for the liquidation of the Trust Assets, and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Trust, to the holders of Beneficial Interests and certain Allowed Claims in accordance with the terms of the Trust and Plan. No business activities will be conducted by the Trust other than those associated with or related to the liquidation and distribution of the Trust Assets as provided for in the Plan and this Trust Agreement, and such assets are being transferred to the Trust with no objective to engage in such activities. In furtherance of this objective, the Trustee shall make continuing good faith efforts to (1) account for, and allocate appropriately, the Trust Assets (2) dispose of the Trust Assets, (3) make timely Distributions, and (4) not unduly prolong the duration of the Trust, in accordance with this Trust Agreement. The purposes of the Trust are as follows, and the Trust shall have no other purpose or activities:

(a) to collect, marshal, liquidate, and distribute the Trust Assets in an expeditious but orderly manner;

(b) to perform the functions and take the actions provided for or permitted by the Plan, this Trust Agreement and in any other agreement executed by the Trustee for the Trust pursuant to the Plan;

(c) to investigate, prosecute, settle, or abandon the Reserved Claims and other choses in action assigned to the Trust under the Plan as Trust Assets and to distribute the proceeds of any recoveries thereon in accordance with the terms of the Plan and this Trust Agreement;

(d) to make Distributions to the Trust Beneficiaries in accordance with the Plan, this Trust Agreement, and all other applicable laws including rights as to priority under the Bankruptcy Code; and

(e) to reconcile, object to, prosecute, or settle all Claims against Debtors for purposes of determining the appropriate amount of Distributions to be made hereunder to the Beneficiaries under the terms and conditions set forth in this Trust Agreement.

## **2.3 Grant and Acceptance.**

**2.3.1 Grant of the Trust Assets.** Under the terms of the Plan and the Confirmation Order, effective as of the Effective Date of the Plan, the Debtors' and their Chapter 11 bankruptcy estates shall be deemed to have irrevocably granted, transferred, conveyed, and delivered to the Trustee, on behalf of, and for the benefit of, the Beneficiaries, control of, and all the rights, title and interests in and to, the Trust Assets, with no reversionary interest therein in favor of the Debtors or their estates.

**2.3.2 Acceptance by Trustee.** The Trustee accepts the trust terms imposed under this Trust Agreement and agrees to manage the Trust in accordance with this Trust Agreement and subject to the terms and conditions of the Plan.

**2.4 Further Assurances.** Debtors (and any successors thereto) will, upon reasonable request of the Trustee, execute, acknowledge, and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Trustee any portion of the Trust Assets intended to be conveyed hereby in the form and manner provided for in the Plan and to vest in the Trustee the powers, instruments, or funds in trust hereunder.

**2.5 Nature of Trust Assets.** The Trust shall not receive transfers of any listed stock or securities or any readily marketable assets, any operating assets of a going business or fifty percent (50%) or more of the stock of a corporation with operating assets. Furthermore, the Trust shall not receive transfers of any unlisted stock of a single issuer that represents 80 percent or more of the stock of such issuer, and shall not receive transfers of any general or limited partnership interests.

**2.6 Ownership by Trustee.** The Trustee shall promptly record or register in its name, as Trustee, or in the name or names of any nominee or Person, ownership of and title to all Trust Assets received by it as Trustee and comply with all provisions of law that may bear on the

evidencing of ownership of and title to any portion of the Trust Assets as are necessary and appropriate and that the Trustee determines are in the best interests of the Trust.

**2.7 Incidents of Ownership.** The Beneficiaries shall be the sole beneficiaries of the Trust and the Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein.

**2.8 Payment of Trust Operating Expenses.** To the extent the Trustee deems reasonably appropriate, Trust Operating Expenses shall be paid from the Trust Operating Reserve.

### **ARTICLE 3** **THE TRUSTEE**

**3.1 Number and Qualifications.** Except as otherwise provided herein, there shall be one Trustee of the Trust, who shall be the Person nominated by the Examiner and Debtors jointly to serve as Trustee as provided in the Plan. The Trustee may give a bond or other surety in an amount to be approved by the Bankruptcy Court, as applicable. All costs and expenses of procuring any such bond shall be paid as a Trust Operating Expense. The Trustee shall be entitled to engage in such other activities as the Trustee deems appropriate, so long as such activities are not in conflict with the interests of the Trust and the Trustee devotes such time as is necessary to fulfill all of the Trustee's duties as Trustee.

**3.2 Action by Trustee.** The Trust shall be managed by the Trustee as set forth in this Trust Agreement.

**3.3 Binding Nature of Trustee's Action.** All actions taken and determinations made by the Trustee in accordance with the provisions of the Plan or this Trust Agreement shall be final and binding upon any and all Persons holding Beneficial Interests in the Trust.

**3.4 Term of Service.** The Trustee shall serve as the Trustee for the duration of the Trust, subject to earlier death, resignation, or removal.

**3.5 Resignation.** The Trustee may resign as Trustee of the Trust by an instrument in writing delivered to the Trust Committee at least 60 days before the proposed effective date of resignation. The Trustee shall continue to serve as Trustee after the delivery of the Trustee's resignation until the proposed effective date of the Trustee's resignation, unless the Trust Committee consents by majority vote to an earlier effective date of the Trustee's resignation, which shall be the date of appointment of a successor Trustee in accordance with Section 3.7 hereof becomes effective, but nothing in this Section 3.5 shall restrict the right to remove the Trustee as provided in Section 3.6 hereof.

**3.6 Removal.** Upon a majority vote of the Trust Committee, the Trustee may be removed from office for: (1) fraud or willful misconduct in connection with the affairs of the Trust, (2) such physical or mental disability as substantially prevents the Trustee from performing the duties of Trustee hereunder, or (3) for cause, which shall include a breach of

fiduciary duty or an unresolved conflict of interest. Alternatively, the Trustee may not be removed.

### **3.7 Appointment of Successor Trustee.**

**3.7.1 Appointment of Successor Trustee.** In the event of a vacancy by reason of the death or removal of the Trustee or prospective vacancy by reason of resignation, a successor Trustee shall be appointed by the Trust Committee upon a majority vote. The Trust Committee may appoint a successor Trustee as soon as practicable, but in any event within 30 days after the occurrence of the vacancy or, in the case of resignation, at least 30 days before the proposed resignation. If the Trust Committee fails to appoint a successor Trustee within the prescribed period or cannot select a successor by a majority vote, any member of the Trust Committee or any Beneficiary may nominate a successor Trustee and seek Court approval (of the Bankruptcy Court or such other Court with jurisdiction) of the proposed successor Trustee.

**3.7.2 Vesting of Rights in Successor Trustee.** Every successor Trustee shall execute, acknowledge, and deliver to the Trust, the Trust Committee, and the retiring Trustee, if any, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Trustee shall provide a bond or surety as provided in Section 3.1. The successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee, except that the successor Trustee shall not be liable for the acts or omissions of the retiring Trustee.

**3.8 Continuance of Trust.** The death, resignation, or removal of the Trustee shall not operate to terminate the Trust or to revoke any existing agency (other than any agency of the Trustee as the Trustee) created pursuant to the terms of this Trust Agreement or invalidate any action taken by the Trustee, and the Trustee agrees that the provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trustee and the Trustee's heirs, legal and personal representatives, successors or assigns, as the case may be. In the event of the resignation or removal of the Trustee, the Trustee shall promptly (1) execute and deliver by the effective date of resignation or removal such documents, instruments, and other writings as may be reasonably requested by the successor Trustee to effect the termination of the resigning or removed Trustee's capacity under this Trust Agreement and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee; (2) deliver to the successor Trustee all documents, instruments, records, and other writings relating to the Trust as may be in the possession or under the control of the resigning or removed Trustee; and (3) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee. The resigning or removed Trustee hereby irrevocably appoints the successor Trustee as its attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Section 3.8. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment.

**3.9 Compensation.** As compensation for services as Trustee, and under any other agreements to which the Trustee is a party as contemplated by the Plan, the Trustee shall receive the compensation provided for in a separate compensation arrangement approved by the Trust Committee and the Bankruptcy Court at the time of Plan confirmation. Compensation of any successor Trustee shall be determined and approved by majority vote of the Trust Committee.

**3.10 Standard of Care; Indemnification; Exculpation.** The Trustee, acting in the capacity as the Trustee or in any other capacity contemplated by this Trust Agreement or the Plan, shall not be personally liable in connection with the affairs of the Trust to the Trust or to any Person except for its acts or omissions that constitute fraud, willful misconduct, or gross negligence. The Trustee shall not be personally liable to the Trust or to any Person for the acts or omissions of any officer, employee, or agent of the Trust unless the Trustee acted with gross negligence or willful misconduct in the selection, retention, or supervision of such officer, employee, or agent of the Trust. Except in those situations in which the Trustee is not exonerated of personal liability in accordance with the foregoing, the Trustee (including each former Trustee) shall be indemnified by the Trust against and held harmless by the Trust from any losses, claims, damages, liabilities or expenses (including, without limitation, attorney fees, disbursements, and related expenses) to which the Trustee may become subject in connection with any action, suit, proceeding, or investigation brought or threatened against the Trustee in the Trustee's capacity as Trustee, or in any other capacity contemplated by this Trust Agreement or the Plan or in connection with any matter arising out of or related to the Plan, this Trust Agreement, or the affairs of the Trust. If the Trustee becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with the Plan, this Trust Agreement or the affairs of the Trust, the Trust shall periodically advance or otherwise reimburse on demand the Trustee's reasonable legal and other expenses (including, without limitation, attorney fees, disbursements, and related expenses) incurred in connection therewith, but the Trustee shall be required to repay promptly to the Trust the amount of any such advanced or reimbursed expenses paid to the Trustee to the extent that it shall be ultimately determined by Final Order that the Trustee engaged in fraud, willful misconduct, or gross negligence in connection with the affairs of the Trust with respect to which such expenses were paid. The Trust may indemnify and hold harmless the employees and agents of the Trust, including the members of the Trust Committee, to the same extent as provided in this Section 3.10 for the Trustee. The provisions of this Section 3.10 shall remain available to and be binding on any former Trustee or the estate of any decedent Trustee.

**3.11 Reliance by Trustee.** The Trustee may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Trustee has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Trustee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein, but the Trustee shall be under a duty to have examined, or caused to be examined, the same to determine whether or not such writings conform to the requirements of this Trust Agreement. The Trustee may consult with counsel, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee in accordance therewith. The Trustee shall have the right at any time to seek



instructions from the Bankruptcy Court (or any other court of competent jurisdiction after the chapter 11 cases are closed) concerning the Trust Assets, this Trust Agreement, the Plan, or any other document executed in connection therewith, and any such instructions given shall be full and complete authorization in respect of any action taken or suffered by the Trustee in accordance therewith.

**3.12 Reliance by Persons Dealing With the Trust.** In the absence of actual knowledge to the contrary, any person dealing with the Trust shall be entitled to rely on the authority of the Trustee to act in connection with the acquisition, management, or disposition of Trust Assets and shall have no obligation to inquire into the existence of such authority.

**3.13 Discharge of Trustee.**

**3.13.1 Statement of Discharge.** The Trustee shall upon termination of the Trust or upon the Trustee's resignation, removal, or death (in which case the Trustee's estate shall) render a statement of charge and discharge containing the following information: (1) all assets and funds of the Trust originally charged under the Trustee's control, (2) a summarized accounting, in sufficient detail, of all purchases, sales, gains, losses, and income in connection with the Trust during the Trustee's term of service, and (3) the ending balance of all assets and funds of the Trust as of the date of discharge. At the discretion of the Trustee and Trust Committee, such statement may be audited by independent accountants in accordance with generally accepted auditing standards.

**3.13.2 Approval of Statement of Discharge.** The statement of charge and discharge required by Section 3.13.1 shall be presented to the Trust Committee and shall be filed with the Bankruptcy Court (or such other Court of competent jurisdiction if the Bankruptcy cases are closed). Unless a majority of the Trust Committee requests that such statement of charge and discharge not be approved within 30 days after the date on which such statement of charge and discharge was presented to the Trust Committee, the withdrawing Trustee shall be discharged from all liability to the Trust or any Person who has had or may then or thereafter have an interest in the Trust for acts or omissions in the Trustee's capacity as the Trustee or in any other capacity contemplated by this Trust Agreement or the Plan.

**3.13.3 Costs Relating to Statement of Discharge.** The expenses of any accounting, including, but not limited to any statement of charge or discharge, shall be paid by the Trust as an Operating Expense.

**3.13.4 Confidentiality.** The Trustee shall, during the period that he serves as Trustee under this Trust Agreement and for a period of twelve (12) months following the termination of this Trust Agreement or following his removal or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Trust Assets relates or of which he has become aware in his capacity as Trustee.

**ARTICLE 4**  
**TRUST COMMITTEE**

**4.1 Appointment of the Trust Committee.** On the Effective Date, the Trust Committee set forth in the Plan shall be established, and the members appointed thereto as set forth in the Plan will be the Trust Committee.

**4.1.1 Term of Trust Committee Members.** Trust Committee members shall serve until the earlier of (1) the effective date of the resignation or removal of such member; (2) the date on which the Trustee has finally determined that Beneficial Interests and all Claims held by such Beneficiaries have been satisfied in accordance with the Plan, or (3) the termination of the Trust pursuant to the terms of this Trust Agreement.

**4.1.2 Conflicts of Interest.** The Trustee shall have authority to exclude any Trust Committee member from any deliberations, or withhold any information from any Trust Committee member, regarding matters affecting the Trust or Trust Assets in which such excluded member is encumbered by a conflict of interest. The non-conflicted members of the Trust Committee may overrule the Trustee's decision to exclude or withhold information from a conflicted member by unanimous vote. Any Trust Committee member that is excluded from deliberations or denied access to information under this Section may challenge the Trustee's determination in accordance with the dispute resolution procedures set out in Section 5.5 of this Trust Agreement.

**4.2 Powers and Duties of Trust Committee.** The Trust Committee shall review the activities and performance of and advise the Trustee as set forth in this Trust Agreement. Neither the Trust Committee nor its respective members shall exercise any control or authority over the Trust or the Trust Assets that is inconsistent with the powers and duties of the Trustee as set forth in this Trust Agreement. The Trust Committee members shall assume a fiduciary duty to the Trust Beneficiaries, but shall not assume any other duty (fiduciary or otherwise) to Creditors or any other parties in interest in the Chapter 11 Cases. The Trust Committee shall have the rights, duties and powers set forth herein, including:

- (i) to review any release or indemnity in favor of any third party granted or agreed to by the Trustee;
- (ii) to review the Trustee's actions respecting any Reserved Claim or any objection to Claims;
- (iii) to review the settlement of any Reserved Claim or objection to Claims and to review any application by the Trustee for an order in connection with any such settlement;
- (iv) to review the allowance of any Disputed Claim;
- (v) to review the sale of any Trust Assets by the Trustee and to review any application by the Trustee for an order in connection with any such sale;

(vi) to review all financial information relating to the Trust, which shall be promptly provided by the Trustee upon request by the Trust Committee;

(vii) to monitor Distributions to Beneficiaries; and

(viii) to take such other actions as it deems necessary and appropriate to review and advise the Trustee with respect to the implementation of the Plan and this Trust Agreement.

**4.2.1 By-Laws.** The Trust Committee shall govern its proceedings through the adoption of by-laws, which the Trust Committee may adopt by majority vote.

**4.2.2 Reliance by Trust Committee Members; Exculpation.** The Trust Committee members may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Trust Committee member has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Trust Committee members may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. Neither the Trust Committee nor any of its members, designees, counsel, financial advisors or any duly designated agent or representatives of any such party shall be liable for the act, default or misconduct of any other member of the Trust Committee, nor shall any Trust Committee member be liable for anything other than such member's own gross negligence or willful misconduct or willful disregard of the Trust Committee's duties. The Trust Committee may, in connection with the performance of its duties, and in its sole and absolute discretion, consult with the Trustee's counsel and any other of the Trustee's professionals and/or with counsel and other professional advisors directly retained by the Trust Committee, and the Trust Committee shall not be liable for anything done or omitted or suffered to be done in accordance with the advice or opinions of such professionals. The Trust Committee shall not be liable for not requiring the Trustee to give a bond or surety or any other security for the performance of the Trustee's duties. If the Trust Committee determines not to consult with counsel, accountants or other professionals, it shall not be deemed to impose any liability on the Trust Committee, or its members and/or designees.

**4.3 Trust Committee Members' Resignation or Inability to Serve.** A member of the Trust Committee may resign at any time. If a Trust Committee member is unwilling or unable to serve, the remaining members of the Trust Committee shall nominate a replacement member. If any position on the Trust Committee remains vacant for more than sixty (60) days, such vacancy may be filled within fifteen (15) days thereafter by the designation of the Trustee without the requirement of a vote by the other members of the Trust Committee. The Trust Committee will continue to fully function even while a position on the Trust Committee remains vacant.

**4.4 Removal of Trust Committee Members.** A member of the Trust Committee may be removed from office upon the unanimous vote of the Trustee and the other members of the Trust Committee for (1) fraud or willful misconduct in connection with the affairs of the Trust; (2) such physical or mental disability as substantially prevents such Trust Committee member from performing the duties of a member of the Trust Committee; or (3) for cause, including breach of fiduciary duty or an unresolved conflict of interest. Any Trust Committee member removed under this Section 4.4 will be replaced in accordance with Section 4.3 of this Agreement.

**4.5 Compensation of Trust Committee.** The Trust Committee shall not be compensated for services rendered to the Trust. However, the Trust Committee members shall be reimbursed for all reasonable out-of-pocket expenses incurred by serving on the Trust Committee, except fees and expenses of counsel to individual members of the Trust Committee. Trust Committee members who seek reimbursement for out-of-pocket expenses must submit a written request to the Trustee and counsel to the Trustee and provide sufficient back-up documentation to support the request.

**4.6 Investment Authorization.** The Trust Committee may, by majority vote, authorize the Trustee to invest the corpus of the Trust in prudent investments other than those described in section 345 of the Bankruptcy Code.

## **ARTICLE 5** **POWERS OF THE TRUSTEE**

**5.1 Title.** Legal title to all Trust Assets shall be vested in the Trustee, except that the Trustee, upon approval by a majority of the Trust Committee, shall have the power to cause legal title (or evidence of title) to any of the Trust Assets to be held by any nominee or Person, on such terms, in such manner, and with such powers as the Trustee hereunder may determine.

**5.2 Management Power.** Except as otherwise expressly limited in this Trust Agreement or the Plan, the Trustee shall have control and authority over the Trust Assets, including all Reserved Claims assigned to the Trust under the Plan as Trust Assets, over the management and disposition thereof (including any transfer of Trust Assets that does not constitute a disposition) over the management of the Trust to the same extent as if the Trustee were the sole owner thereof in its own right. Except as provided in the Plan, or otherwise specified in the Trust Agreement, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder, or account to any court in the absence of a breach of trust. The Trustee shall exercise its judgment for the benefit of the Beneficiaries in order to maximize the value of Distributions, giving due regard to the cost, risk, and delay of any course of action. In connection with the management and use of the Trust Assets, the Trustee's powers, except as otherwise expressly limited in this Trust Agreement, or the Plan, shall include, but shall not be limited to, the following:

- (a) to accept the Trust Assets, to pursue the liquidation and marshaling of the Trust Assets, and to preserve and protect the Trust Assets;

- (b) On the Effective Date, but subject to the powers vested in the Trustee and the Trust Committee pursuant to the Plan and the Trust Agreement, and pursuant to 11 U.S.C. § 1123 and the preemption of applicable non-bankruptcy law to the contrary, if any, the Debtors, by the terms of their Plan, have assigned and transferred by, and on behalf of the Beneficiaries of the Trust, the Trust Assets, including all property of the Debtors' bankruptcy estates, including but not limited to the Reserved Claims, choses in action, and other property both personal property and real. The Trust shall use the proceeds from the liquidation of the Trust Assets to fund the distributions under the Plan in accordance with the provisions of the Trust and the Plan. The property transferred to the Trust shall be free and clear of all claims and interest except those specifically preserved in the Plan. Trust Assets shall be distributed to Trust beneficiaries pursuant to the Plan and the Trust Agreement. The Trustee shall be charged with booking and accounting for each such assets received by the Trust on a debtor-by-debtor/asset-by-asset basis. For example, MAS assets shall be noted as MAS assets and MISI assets shall be noted as MISI assets. In addition, Special Assets are to be marshaled for the benefit of those with specific rights therein. Each such Claimant's rights, if any, to receive a share of Special Asset Recovery, if any, is endemic to and paired with that Claimant's respective Beneficial Interest in the Trust received respecting such Claimant's entitlement thereto. The Trustee is hereby charged with accounting for each asset and Claim so that the assets may be marshaled for Trust beneficiaries as required under the Plan and the Trust Agreement. All Special Assets must be liquidated first and Special Asset Recoveries applied to the Allowed Claims before remaining general Trust assets may be distributed to such class.
- (c) subject to Section 6.1.1 of this Trust Agreement, and in accordance with Section 1123(b)(3) of the Bankruptcy Code and the Plan, to own and retain, and prosecute, enforce, compromise, settle, release, or otherwise dispose of, all Reserved Claims assigned to the Trust under the Plan as Trust Assets;
- (d) to object to any Claims filed in the Bankruptcy Case, and to compromise or settle any such claim objection;
- (e) to make or cause to be made Distributions of Available Cash to Beneficiaries respecting their Beneficial Interest in such Available Cash in accordance with the terms of this Trust Agreement and the Plan;
- (f) to liquidate and distribute Trust Assets or any part thereof or any interest therein, and to dispose of the Trust Assets for Cash or upon such terms, and for such consideration, as the Trustee deems proper;

- (g) to engage in all acts that would constitute ordinary performance of the obligations of a trustee under a liquidating trust, including the filing of all federal returns as a grantor trust, and the making of any advance tax payment;
- (h) to purchase insurance with such coverage and limits as it deems desirable consistent with the budget referred to in Section 6.1.2, including, without limitation, insurance covering liabilities of the Trustee or employees or agents of the Trust incurred in connection with their services to the Trust;
- (i) to appoint, engage, employ, supervise, and compensate officers, employees, and other Persons as may be necessary or desirable, including lawyers, managers, consultants, accountants, technical, financial, real estate, or investment advisors or managers, attorneys, agents or brokers, corporate fiduciaries, or depositories and the Registrar;
- (j) subject to the limitations in Section 6.2, to the extent reasonably required to meet claims and contingent liabilities (including Disputed Claims) or to maintain the value of assets during liquidation, to invest and reinvest Cash available to the Trust, pending distribution, and to liquidate such investments (however, during its existence, the Trust shall not receive or retain cash or cash equivalents in excess of a reasonable amount necessary to meet claims and contingent liabilities (including Disputed Claims) or to maintain the value of its assets during liquidation);
- (k) to determine the manner of ascertainment of income and principal, and the apportionment of income and principal, and the apportionment between income and principal of all receipts and disbursements, and to select an annual accounting period;
- (l) change the state of domicile of the Trust;
- (m) establish such funds, reserves and accounts within the Trust estate, as deemed by the Trustee in its discretion to be useful in carrying out the purposes of the Trust;
- (n) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitative or other proceeding
- (o) delegate any or all of the discretionary power and authority herein conferred at any time with respect to all or any portion of the Trust estate to any one or more reputable individuals or recognized institutional advisers or investment managers without liability for any action taken or omission made because of any such delegation, except for such liability as is provided in Section 3.10;

- (p) consult with the Trust Committee at such times and with respect to such issues relating to the conduct of the Trust as the Trustee considers desirable and in accordance with the terms of the Trust Agreement;
- (q) execute, deliver and perform such other agreements and documents and to take or cause to be taken any and all such other actions as it may deem necessary or desirable to effectuate and carry out the purposes of this Trust Agreement;
- (r) undertake any action or perform any obligation provided for or required by the Plan;
- (s) protect and enforce the rights to the Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;
- (t) determine and satisfy any and all liabilities created, incurred or assumed by the Trust;
- (u) execute offsets against Claims as provided for in the Plan;
- (v) assert or waive any privilege or defense on behalf of the Trust;
- (w) pay all expenses and make all other payments relating to the Trust Assets and operation from the Trust Assets allocated between the MAS Settlement Account and the MISI Settlement Account pro rata based upon the assessed asset values of each such account;
- (x) seek the examination of any entity under, and subject to, the provisions of Bankruptcy Rule 2004 or general discovery rules; and
- (y) take or refrain from taking any and all actions the Trustee reasonably deems necessary for the continuation, protection and maximization of the Trust Assets or to carry out the purposes of this Trust Agreement, including borrowing funds, if necessary, as determined in the Trustee's sole discretion.

**5.2.1 Guidance from Court.** Anything contained in this Trust Agreement to the contrary notwithstanding, the Trustee may, but is not required to, submit a proposed action to a court of competent jurisdiction, including the Bankruptcy Court, for its approval, on notice to the Trust Committee (so long as such action is consistent with the purpose of the Trust), and may comply with any action approved by such court.

**5.2.2 Additional Powers.** Except as otherwise set forth in this Trust Agreement or in the Plan, and subject to the Treasury Regulations governing trusts and the retained jurisdiction of the Court as provided for in the Plan, but without prior or further authorization, the Trustee may control and exercise authority over the Trust Assets and over the protection, conservation and disposition thereof. No Person dealing with the Trust shall be obligated to inquire into the authority of the Trustee in connection with the protection, conservation or disposition of the Trust Assets.

**5.3 Commingling of Trust Assets.** The Trustee shall not commingle any of the Trust Assets with its own property or the property of any other Person, or between accounts.

**5.4 Employment and Compensation of Professionals.** The Trustee shall have the authority to employ and compensate attorneys, accountants, investment advisors and other professionals, including a Registrar and a disbursing agent to make Distributions (collectively, the “Trustee Professionals”), as determined from time to time by the Trustee in consultation with the Trust Committee. The Trustee may pay the reasonable fees and expenses of such professionals as a Trust Operating Expense without application to the Bankruptcy Court. Upon request by any member of the Trust Committee, the Trustee will provide copies of any invoices or billing summaries relating to professional fees incurred by the Trust.

**5.5 Dispute Resolution.** In the event of a dispute between the Trustee and the Trust Committee involving an allegation that either party has failed to act in a manner consistent with the Plan or the Trust Agreement, or is in breach of any applicable fiduciary duty, the parties shall meet and confer and attempt to reach a consensual resolution of the dispute. Should a consensual resolution not be reached, the Trustee or any member of the Trust Committee may seek appropriate relief from the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction to resolve such disputes or such other Court of competent jurisdiction should the chapter 11 cases be closed.

**5.6 Action Under Instructions.** If in performing the Trustee's duties under this Trust Agreement, the Trustee is required to decide between alternative courses of action, or the Trustee is unsure of the application of any provision of this Trust Agreement or the Plan, then the Trustee may promptly deliver a notice to the Trust Committee requesting written instructions as to the course of action to be taken by the Trustee. If the Trustee does not receive such written directions within ten (10) Business Days after the Trustee has delivered such notice, the Trustee may, but shall be under no duty to, take or refrain from taking such action not inconsistent with this Trust Agreement as the Trustee shall deem advisable. If the Trustee does not receive direction from the Trust Committee within such ten (10) Business Day period or the Trustee believes that a court order is necessary or advisable to protect the interests of the Beneficiaries or to otherwise determine the Trustee's rights or duties in any respect under this Trust Agreement, then the Trustee may apply to the Bankruptcy Court (or such other Court of Competent jurisdiction if the chapter 11 cases are closed) for a determination as to the course of action to be taken by the Trustee.



**ARTICLE 6**  
**OBLIGATIONS OF THE TRUSTEE**

**6.1 Reports and Records.**

**6.1.1 Consultation.** The Trustee shall consult with the Trust Committee in good faith regarding all material issues affecting the Trust, including the resolution of objections to Claims, the pursuit, prosecution, settlement or abandonment of any Reserved Claims, and the disposition of Trust Assets, except to the extent the Trust Committee or an individual Trust Committee member is encumbered by a conflict of interest, as provided in Section 4.1.2. In addition, the Trustee shall seek the advice of the Trust Committee regarding proposed budgets for the Trust, setting forth expected receipts and disbursements for litigation, operations, and other purposes.

**6.1.2 Budget.** The Trustee shall cause to be prepared within 30 days before the end of each fiscal year, budget and cash flow projections covering the next fiscal year and each succeeding fiscal year for which estimates are feasible. On or before 30 days after the Effective Date, the Trustee shall prepare a budget and cash flow projection for the current fiscal year. Such budget and cash flow projections shall be prepared by the Trustee in consultation with the Trust Committee.

**6.1.3 Quarterly and Annual Reports.** The Trustee shall cause to be prepared (a) within 45 days after the end of each of the first three quarters of fiscal year (for such quarter) and (b) within 90 days after the end of each fiscal year (for such fiscal year), financial reports regarding the Trust as of the end of and for such periods, which reports shall include (i) a schedule of receipts and disbursements during such period, (ii) a reconciliation of the Trust Assets maintained by the Trustee, including copies of bank or other statement of accounts which reflect the current balance of the assets of the Trust, (iii) a schedule summarizing the status of the resolution of Claims which schedule shall reflect, by category, name of claimant and dollar amount of Claim, Claims which have been allowed and Claims which are subject to pending objections and (iv) a schedule of pending litigation of Reserved Claims which schedule shall reflect the name of the defendant, adversary proceeding number and amount in dispute. The financial reports prepared as at the end of the fiscal year may, at the written request of the Trust Committee, be audited by independent public accountants in accordance with generally accepted auditing standards. The materiality and scope of audit determinations, if any, shall be established among the Trust, the Trust Committee and the appointed auditors, with a view towards safeguarding the value of the Trust Assets, but nothing relating to the mutually agreed-on scope of work shall result in any limitation of audit scope that would cause the auditors to qualify their opinion as to scope of work with respect to such financial statements.

**6.1.4 Distribution of Reports.** Within ten business days after the end of the relevant report preparation period, the Trustee shall distribute any information listed in Section 6.1.3 above to the Trust Committee. Upon written request, the Trustee shall provide copies of any quarterly or annual reports to any Beneficiary of record.

**6.1.5 Records.** The Trustee shall maintain records and books of account relating to the Trust Assets, the management thereof and all transactions undertaken by the Trustee, which records and books of account shall be maintained in accordance with GAAP consistently applied, except to the extent that any change is approved by the Trust's independent public accountants. The Trustee shall also maintain records and books of account relating to all Distributions contemplated under the Plan. The Trustee shall account for all assets on a per Debtor basis, and if such an asset is a Special Asset, the Trustee shall note same and determine those holders of a Beneficial Interest in the Trust with a right therein.

**6.2 Eligible Investments.** Cash held pending distribution, including Cash held in Trust Reserves, shall, to the extent permitted by applicable law, be invested by the Trustee in (1) direct obligations of, or obligations guaranteed by, or obligations secured by, the United States of America (including without limitation United States Treasury Bills); (2) obligations of any agency or corporation that is or may hereafter be created by or pursuant to an Act of the Congress of the United States as an agency or instrumentality thereof, or (3) demand deposits or short-term certificates of deposit at any bank or trust company that has, at the time of the acquisition by the Trustee of such investments, capital stock and surplus aggregating at least \$100 million and whose short-term debt obligations are rated by at least two nationally recognized statistical rating organizations in one of the two highest categories therefore; provided, however, that the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a liquidating trust, within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to any amendment or addition to the Internal Revenue Code of 1986, as amended (the "Code") or to the Treasury Regulations, or any modification in IRS guidelines whether set forth in IRS rulings, other IRS pronouncements, or otherwise. Such investments shall mature in such amounts and at such times as, in the judgment of the Trustee at the times such investments are made, are necessary, or are desirable with a view to providing funds when needed to make payments from the Trust Assets. Any investment purchased with the Trust Assets shall be deemed a part of the Trust Assets. All interest, distributions, dividends and proceeds received by the Trustee in respect of such investments shall be a part of the Trust Assets and shall be accounted for and recorded as set forth herein.

**6.3 Access to Information by Beneficiaries.** Each Beneficiary shall have access to the business records of the Trust for the purpose of obtaining information relating to the management of Trust Assets for any purpose reasonably related to the interests generally of the Beneficiaries, so long as access is reasonably exercised during normal business hours (after at least two business days' notice to the Trustee), does not constitute an undue burden on the Trustee, and is not detrimental to the Trust. Nothing herein contained is intended to restrict any Beneficiary from access to the business records of the Trustee, which the Trustee, in its discretion elects to provide.

**6.4 United States Trustee Fees and Reports.** After the Effective Date and until the Bankruptcy Cases are closed, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of disbursements made under the Plan ("US Trustee Fees") shall be paid as follows. Until the closure of the Bankruptcy Case, the Trust shall pay as a Trust Operating Expense all US Trustee Fees arising from disbursements made by the Reorganized Debtor and/or the Trust. Upon

request, the Trustee will promptly deliver a statement reflecting all disbursements made during the course of a current or prior quarter. The Trust shall serve the Quarterly UST Reports on the U.S. Trustee until the chapter 11 cases are closed.

**6.5 MAS Settlement Account.** On the Closing Date, the Trustee shall establish the MAS Settlement Account. The initial deposit into the MAS Settlement Account will be all MAS Bankruptcy Estate Assets transferred to the Trustee. Thereafter, the Trustee shall deposit into the MAS Settlement Account all earnings and income received therefrom and all proceeds related thereto.

**6.6 MISI Settlement Account.** On the Closing Date, the Trustee shall establish the MISI Settlement Account. The initial deposit into the MISI Settlement Account will be all MISI Bankruptcy Estate Assets transferred to the Trustee. Thereafter, the Trustee shall deposit into the MISI Settlement Account all earnings and income received therefrom and all proceeds related thereto.

## **ARTICLE 7** **BENEFICIAL INTERESTS**

**7.1 Allocation of Trust Assets/Beneficial Interests.** As of the Effective Date, each holder of a Beneficial Interests shall receive, subject to the provisions of this Trust Agreement, as follows:

- (a) Special Assets should be distributed first among the rightful recipients so as to reduce the amounts of their Claims/Beneficial Interest in subsequent Pro Rata calculations.
- (b) Class 1A: Each Class 1A Beneficial Interest Holder shall receive its treatment as set forth for Class 1A in the Plan.
- (b) Class 1B: Each Class 1B Beneficial Interest Holder shall receive its treatment as set forth for Class 1B in the Plan.
- (d) Class 1C: Each Class 1C Beneficial Interest Holder shall receive its treatment as set forth for Class 1C in the Plan.
- (e) Class 1D: Each Class 1D Beneficial Interest Holder shall receive its treatment as set forth for Class 1D in the Plan.
- (f) Class 1E: Each Class 1E Beneficial Interest Holder shall receive its treatment as set forth for Class 1E in the Plan.
- (g) Class 2A: Each Class 2A Beneficial Interest Holder shall receive its treatment as set forth for Class 2A in the Plan.

- (h) Class 2B: Each Class 2B Beneficial Interest Holder shall receive its treatment as set forth for Class 2B in the Plan.
- (i) Class 3A: Each Class 3A Beneficial Interest Holder shall receive its treatment as set forth for Class 3A in the Plan.
- (j) Class 3B: Each Class 3B Beneficial Interest Holder shall receive its treatment as set forth for Class 3B in the Plan.
- (k) Class 4A: Each holder of a Class 4A Beneficial Interest shall receive its Pro Rata Share of the Trust Assets proceeds allocated to the MAS Settlement Account that have not previously been distributed pursuant to a Class 1A-E, Class 2A-B, Special Asset or income distribution.
- (l) Class 4B: Each holder of a Class 4B Beneficial Interest shall receive its Pro Rata Share of the Trust Assets proceeds allocated to the MAS Settlement Account that have not previously been distributed pursuant to a Special Asset or income distribution.
- (m) Class 4C: Each holder of a Class 4C Beneficial Interest shall receive its Pro Rata Share of the Trust Assets proceeds allocated to the MAS Settlement Account that have not previously been distributed pursuant to a Class 1A-E, Class 2A-B, Special Asset or income distribution.
- (n) Class 5A: Each holder of a Class 5A Beneficial Interest shall receive its Pro Rata Share of the Trust Assets proceeds allocated to the MISI Settlement Account that have not previously been distributed pursuant to a Special Asset or income distribution.
- (o) Class 5B: Each holder of a Class 5B Beneficial Interest shall receive its Pro Rata Share of the Trust Assets proceeds allocated to the MISI Settlement Account that have not previously been distributed pursuant to a Special Asset or income distribution.
- (p) Class 5C: Each holder of a Class 5C Beneficial Interest shall receive its Pro Rata Share of the Trust Assets proceeds allocated to the MISI Settlement Account that have not previously been distributed pursuant to a Special Asset or income distribution.
- (q) Class 5D: Each holder of a Class 5D Beneficial Interest shall receive its Pro Rata Share of the Trust Assets proceeds allocated to the MISI Settlement Account that have not previously been distributed pursuant to a Special Asset or income distribution.

- (r) Each holder of a Class 6 Beneficial Interest shall receive the right to receive all Trust Asset Proceeds allocated to the MAS Settlement Account after all Senior Beneficial Interests have been satisfied in full.
- (s) Each holder of a Class 7 Beneficial Interest shall receive the right to receive all Trust Asset Proceeds allocated to the MISI Settlement Account after all Senior Beneficial Interests have been satisfied in full.

**7.2 Register Entries Regarding Beneficial Interests.** The Trustee or the Registrar shall make the following notations in the Trust Register:

- (1) a notation reflecting the Beneficial Interest and Claim held by each holder of an Allowed and/or Disputed Claim in Classes 1-7 and the Pro Rata Share for each such Allowed and/or Disputed Claim;
- (2) a notation reflecting the Beneficial Interest and Claim held by each Creditor holding an Allowed and/or Disputed Claim entitled to share in recovery from each Special Asset, and a Pro Rata Share per Special Asset of each such Allowed and/or Disputed Claim;
- (3) Claims or assets subject to setoff and therefore Secured Claims represented by a holder of Class 1A - 1E Beneficial Interest; and
- (4) Trust Assets that are payable to Class 2A and 2B Beneficial Interest Holders and thereby not generally awardable for other Beneficial Interest Holders.

**7.3 Allocation of Beneficial Interests to Holders of Disputed Claims.** The allocation of any Beneficial Interest on account of a Disputed Claim pursuant to Section 7.2 herein shall be reserved on the Trust Register maintained by the Registrar and shall become a Reserved Beneficial Interest. Any Claim filed, in whole or in part, in an unknown or undetermined amount may be estimated by the Trustee, subject to approval by the Bankruptcy Court, and such Claim as estimated shall be deemed a Disputed Claim until otherwise Allowed. To the extent all or a portion of a Disputed Claim is ultimately disallowed, the Trust shall reallocate among the remaining Beneficial Interests, the Reserved Beneficial Interest that relates to the portion of the Disputed Claim that was disallowed. To the extent all or a portion of a Disputed Claim ultimately becomes an Allowed Claim, the Reserved Beneficial Interest that relates to the portion of the Disputed Claim that was Allowed, shall be removed from the reserve.

**7.4 Representation of Beneficial Interest.** The Beneficial Interests shall be uncertificated. The Beneficial Interests shall be represented by appropriate book entries in the Trust Register.

**7.5 Trust Register and Registrar.**

**7.5.1 Appointment of Registrar.** The Trustee shall appoint a Registrar for the purpose of registering Beneficial Interests as herein provided. The Registrar may be a duly qualified institution or the Trustee. For its services hereunder, the Registrar, unless it is the Trustee, shall be entitled to receive reasonable compensation from the Trust as a Trust Operating Expense.

**7.5.2 Register of Beneficial Interests.** The Trustee shall cause the Trust Register to be kept at the office of the Registrar or at such other place or places that shall be designated by the Trustee from time to time.

**7.5.3 Access to Register by Beneficiaries.** Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Registrar and the Trustee, and in accordance with reasonable regulations prescribed by the Registrar and the Trustee, to inspect and at the expense of the Beneficiary make copies of the Trust Register, in each case for a purpose reasonable and related to such Beneficiary's Beneficial Interest in the Trust.

**7.5.4 Absolute Owners.** The Trustee may deem and treat the Beneficiary of record as determined pursuant to Section 7.2 of this Trust Agreement as the absolute owner of such Beneficial Interests for the purpose of receiving Distributions and payment thereon or on account thereof and for all other purposes whatsoever.

**7.5.5 References to Beneficiaries.** Any reference herein to a Beneficiary or to the holder of a Beneficial Interest means the holder of a Claim in Classes 1 - 7 under the Plan that is recorded on the official registry maintained by the Trustee and shall not include any Person not recorded on such official registry.

**7.6 Beneficial Interests Non-Transferable.** Beneficial Interests shall not be transferred other than by operation of law.

**ARTICLE 8**  
**ADMINISTRATION OF THE TRUST ESTATE**

**8.1 Establishment of Trust Available Cash.** Prior to making any Distributions, the Trustee shall determine the Available Cash, taking into account any Trust Reserves created pursuant to this Article 8.

**8.2 Establishment of Trust Reserves and Related Matters.**

**8.2.1 Trust Operating Reserve.** Within thirty (30) days after the Effective Date, and from time to time thereafter as necessary, the Trustee shall establish and fund the Trust Operating Reserve out of the Account for the payment of Trust Operating Expenses, including, but not limited to: (1) the unpaid liabilities, debts or obligations of the Trust; (2) the fees of the Trustee; (3) all fees and expenses of professionals retained by the Trust; (4) Reserved Expenses;

(5) any and all costs associated with analyzing, prosecuting and/or settling objections to Claims; and (6) any and all other costs associated with the liquidation or preservation of the Trust Assets. The Trust Operating Reserve may be funded from time to time with additional Cash in an amount determined by the Trustee, in consultation with the Trust Committee, to be reasonably necessary to pay anticipated Operating Expenses, and otherwise conduct the affairs of the Trust. Trust Operating Expenses shall be paid solely from the Account.

**8.2.2 Allocation of Trust Operating Expenses.** Allocable Trust Operating Expenses shall be allocated Pro Rata between the MAS Settlement Account and the MISI Settlement Account.

**8.2.3 Allocation of Reserved Expenses and Net Reserved Claim Recoveries.** Reserved Claim Expenses shall be allocated to the Settlement Account to which they relate unless and until they may be recovered by deducting the specific Reserved Claim Expenses from the specific gross recoveries from that Reserved Claim. The Trustee shall deposit the Net Reserved Claim Recoveries into the Settlement Account to which such asset recovery relates.

**8.2.4 Disputed Claims Reserve for Beneficiaries.** The Trustee shall establish and segregate a reserve account for Disputed Claims as of the Effective Date (the “Disputed Claims Reserve”). On each Distribution Date, the Trustee shall deposit into the Disputed Claims Reserve any Distribution payable to a Beneficiary holding a Reserved Beneficial Interest.

**8.3 Distributions to Holders of Reserved Beneficial Interests.** No Distributions shall be made to holders of a Reserved Beneficial Interest. To the extent a Reserved Beneficial Interest is removed from the reserve on the Trust Register in accordance with Section 7.2 and becomes a Beneficial Interest, any Cash in the Reserve relating to such Beneficial Interest shall become Trust Available Cash and shall be released and distributed to such Beneficiary on the next Distribution Date. To the extent a Reserved Beneficial Interest is reallocated among the remaining Beneficial Interests in accordance with Section 7.2, any Cash in the Disputed Claims Reserve relating to such Reserved Beneficial Interest shall become Trust Available Cash and shall be released and distributed on the next Distribution Date to the holders of such remaining Beneficial Interests. Distributions, if any, to holders of Reserved Beneficial Interests shall be made on the next Distribution Date following removal of the Reserved Beneficial Interest from the reserved Beneficial Interest as noted on the Trust Register.

**8.4 Right to Setoff.** The Trustee may (but shall not be required to), pursuant to Bankruptcy Code sections 553 and 558 or applicable non-bankruptcy law, setoff against or recoup from any Distribution to a Beneficiary to be made under the Plan or this Trust Agreement any claims or causes of action of any nature whatsoever the Trustee may have against such Beneficiary; provided, however, that neither the failure to effect such offset or recoupment nor the allowance of any Claim shall constitute a waiver or release by the Trustee of any setoff or recoupment the Trustee may have against such Beneficiary, nor of any other claim or cause of action.

**8.5 Place and Manner of Payments or Distributions.** The Trustee shall make Distributions to the Beneficiaries of record as of the Distribution Record Date by mailing such Distribution to the Beneficiary at the address of such Beneficiary as listed in the Schedules of Assets and Liabilities, or any proof of claim filed by the Beneficiary, or as listed in the Trust Register, or at such other address as such Beneficiary shall have specified for payment purposes in a written notice to the Trustee and the Registrar at least 20 days before such Distribution Record Date. The Trustee shall distribute any Cash by wire, check, or such other method as the Trustee deems appropriate under the circumstances. Prior to receiving any Distributions, all Beneficiaries, at the Trustee's request, must provide to the Trustee written notification of their respective Federal Tax Identification Numbers or Social Security Numbers.

**8.6 Minimum Distributions.** Notwithstanding any other provision of this Trust Agreement or the Plan to the contrary, there will be no Distributions of Available Cash unless the aggregate amount to be distributed on such date is at least \$50,000 (other than in connection with a final Distribution), but the Trust will distribute at least annually to Beneficiaries all of its net income and any Trust Available Cash. To the extent a Distribution to a particular Beneficiary is less than \$100.00, the Trustee may hold such Distribution until the Final Distribution or until the aggregate of Distributions to such Beneficiary exceeds \$100.00.

**8.6.1 Fractional Dollars.** Notwithstanding any other provisions of this Trust Agreement to the contrary, no payment of fractional cents will be made under this Trust Agreement. Cash will be issued to Beneficiaries entitled to receive a Distribution of Cash in whole cents (rounded to the nearest whole cent when and as necessary).

**8.7 Unclaimed or Undeliverable Distributions.** In the event (1) a Beneficiary or other claimant entitled to payments from the Trust under the Plan fails to provide to the Trustee its Federal Tax Identification Number or Social Security Number within forty-five (45) days after the date of the Trustee's written request, (2) a check issued to a Beneficiary or claimant remains uncashed for sixty (60) days after its issuance date, or (3) a Distribution or other payment is returned as undeliverable, then the Distribution or payment and any related Claim or obligation shall be deemed waived, such Beneficiary or claimant shall no longer be entitled to receive Distributions or payments, and such unclaimed or undeliverable Distribution or payment shall be distributed on the next Distribution Date to the holders of Beneficial Interests as if such Distribution were Available Cash. Without further Court order, unclaimed funds in an amount of \$10,000 or less held by the Trust at the time the Final Decree is entered may be donated to a charity selected by the Trustee and the Trust Committee.

**8.8 Tax Matters.**

**8.8.1 Certain Income Tax Matters.** The Trust established pursuant to this Trust Agreement is established for the purpose of satisfying claims by liquidating the Trust Assets transferred to it and the Trust shall have no objective of continuing or engaging in any trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust. The purpose of the Trust is to provide a mechanism for the liquidation of the Trust Assets of the Debtors, and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Trust, to the Beneficiaries



in accordance with the terms of the Plan and the Trust. No business activities will be conducted by the Trust other than those associated with or related to the liquidation of the Trust Assets. It is intended that the Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of section 301.7701-4(d) of the Treasury Regulations. All parties hereto shall treat the transfers in trust described herein as transfers to the Beneficiaries for all purposes of the Code (including, sections 61(a)(12), 483, 1001, 1012, and 1274). All the parties hereto shall treat the transfers in trust as if all the transferred assets, including all the Trust Assets, had been first transferred to the Beneficiaries and then transferred by the Beneficiaries to the Trust. The Beneficiaries shall be treated for all purposes of the Code as the grantors of the Trust and the owners of the Trust. The Trustee shall file returns for the Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) or (b). The income of the Trust will be treated as subject to tax on a current basis, and the Beneficiaries (except to the extent a Beneficiary is the Internal Revenue Service) shall be responsible for payment of any taxes due with respect to the operations of the Trust. During its existence, the Trust shall not receive or retain cash or cash equivalents in excess of a reasonable amount necessary to meet claims and contingent liabilities (including Disputed Claims) or to maintain the value of its assets during liquidation. The Trustee shall use its continuing best efforts to dispose of the Trust Assets, make timely distributions, and shall not unduly prolong the duration of the Trust. The Trustee is authorized to take any action as may be necessary or appropriate to minimize any potential tax liability of the Trust and, thereafter, the Beneficiaries arising out of the operations of the Trust. The Trustee is directed to allocate all costs, charges, expenses and deductions, or any of them in whole or in part, to income or principal at such time and in such a manner as the Trustee shall determine will reduce or eliminate the Trust’s taxes, if any. The Trust shall distribute, at least annually, the following: all income and gain; Cash (whether or not allocable to income or principal, including all capital gains allocable to principal); any other property the Trustee in its discretion determines is properly distributable (whether out of income or principal); and liquidation proceeds to the Beneficiaries, after payment of expenses and liabilities, less the reasonably necessary reserves for expenses and other Trust Operating Expenses.

**8.8.2 Consistent Valuation of Trust Assets for Tax Purposes.** As soon as possible after the Effective Date, but in no event later than 100 days thereafter, the Trustee after consultation with the Trust Committee shall apprise the Beneficiaries in writing of such valuation (and indicate in such writing of its good faith valuation of the Trust Assets, such holders’ percentage ownership interest in the Trust based on such holders’ relative beneficial interest in the Trust as of the Effective Date). The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Trustee, the Beneficiaries and any disbursing agent) for all purposes, including federal income tax purposes.

**8.8.3 Withholding Taxes.** The Trustee may withhold from the amount distributable from the Trust at any time to any Person (except with respect to the Internal Revenue Service) such sum or sums as may be sufficient to pay any tax or taxes or other charge or charges that have been or may be imposed on such Person or upon the Trust with respect to the amount distributable or to be distributed under the income tax laws of the United States or of any state or political subdivision or entity by reason of any Distribution provided for in this Article 8, whenever such withholding is determined by the Trustee in its discretion to be required by any law, regulation, rule, ruling, directive or other governmental requirement, and the

Trustee, in the exercise of its discretion and judgment, may enter into agreements with taxing or other authorities for the payment of such amounts as may be withheld in accordance with the provisions of this Section 8.7.3. Notwithstanding the foregoing but without prejudice to the Trustee's rights hereunder, such Person shall have the right with respect to the United States, or any state, or any political subdivision of either, to contest the imposition of any tax or other charge by reason of any Distribution hereunder.

**8.8.4 Tax Reporting.** To the extent that any Beneficiary may be able to use the installment method of reporting income with respect to a Distribution, the Trustee will annually compile and disseminate to Beneficiaries who request such information all available tax return information with respect to interest (stated or unstated) and otherwise necessary or useful in reporting under the installment method.

**8.8.5 Interest.** In the Trustee's discretion, interest received with respect to principal distributed pursuant to this Trust Agreement shall be distributed along with the underlying principal.

**8.8.6 Allocation of Income and Losses.** Unless otherwise determined by the Trustee in its reasonable discretion, allocations between Beneficiaries of taxable income of the Trust for each of its tax years shall be determined by reference to the manner in which an amount of Cash in the Trust equal to the amount of such taxable income of the Trust would be distributed (without regard to any restrictions on Distributions described in the Plan) if, immediately before such deemed Distribution, the Trust had distributed all its other assets (valued for this purpose at their tax book value) in respect of the Beneficial Interests, taking into account all prior and concurrent Distributions from the Trust made in accordance with the Plan. Similarly, taxable loss generally will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating Distribution of the remaining assets of the Trust. The tax book value of assets for purpose of this Trust Agreement means their fair-market value on the Effective Date or, if later, the date on which such assets were acquired by the Trust, adjusted in either case in accordance with applicable tax accounting principles. With regard to transfers of Beneficial Interests in accordance with Article 7 hereof the Trustee shall promptly establish a standard convention for allocating and apportioning taxable income and loss between a transferor and its transferee and shall not be required to so allocate and apportion based on the actual Trust activities prior and subsequent to the date of any transfer. The Trustee shall notify the Beneficiaries of the convention adopted promptly after such adoption. The Trustee shall use its sole discretion to establish a fair and equitable convention to apply and may, but is not required to, adopt a monthly, quarterly, or similar Distribution Record Date convention.

## **ARTICLE 9** **TERMINATION**

The Trust shall terminate upon the earlier of (1) the date which is 5 years after the date this Trust is created, (2) payment of all Claims in accord with the Plan and this Trust, or (3) the distribution of all Trust Assets. Notwithstanding the foregoing, with Bankruptcy Court (or such other Court with competent jurisdiction if the chapter 11 cases are closed) approval, the Trustee may extend the term of the Trust for one or more finite terms based upon the particular facts and

circumstances at that time, if it is in the best interest of the Beneficiaries and an extension is necessary to the liquidating purpose of the Trust. If permitted under applicable law and not contrary to the classification of the Trust as a liquidating trust and a pass-through entity under applicable income tax law, and if in the best interests of the Beneficiaries, the Trustee may distribute interests in the Trust Assets or distribute the Trust Assets to another Person and then distribute interests in such Person to the Beneficiaries. Trust Assets to be distributed in kind shall be valued by the Trustee in its reasonable discretion at their tax book value. After all liabilities of the Trust have been satisfied or duly provided for, such remaining Trust Assets shall be distributed to Beneficiaries as a final Distribution. The Trust may not be terminated at any time by the Beneficiaries.

**ARTICLE 10**  
**MISCELLANEOUS**

**10.1 Notices.** Any notice required to be given by this Trust Agreement to all Beneficiaries shall be in writing and shall be sent by first class mail, or in the case of mailing to a non-United States address, air mail, postage prepaid. All other notices, requests or other communications required or permitted to be made in accordance with this Trust Agreement shall be in writing and shall be delivered by U.S. certified mail, return receipt requested, to:

(a) If to the Trustee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

(b) if to any Beneficiary in such Beneficiary's capacity as a Beneficiary, at such Beneficiary's address as listed in the Trust Register or as identified in a written request for notice delivered to the Trustee.

(c) If to the Trust Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Notice mailed shall be effective on the date mailed. All other notices shall be effective on the date of delivery. Any Person may change the address at which it is to receive notices under this

Trust Agreement by furnishing written notice pursuant to the provisions of this Section 10.1 to the entity to be charged with knowledge of such change.

**10.2 Amendment.** Material amendments to this Trust Agreement require Bankruptcy Court approval after notice to the Trust Committee. This Trust Agreement may be amended by the Trustee without Bankruptcy Court approval to correct typographical errors or if such amendment is not material and does not adversely affect the interests of any Beneficiary, but such amendment shall not be effective until 45 days after the Trust Committee shall have been given notice of such amendment. The Trustee shall consult with the Trust Committee before making any non-material amendment and before seeking Bankruptcy Court (or such other Court with competent jurisdiction if the chapter 11 cases are closed) approval of any material amendment.

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

**10.4 Governing Law; Severability.** This Trust Agreement shall be governed by construed under and interpreted in accordance with the laws of the State of Indiana. If a court of competent jurisdiction determines that any provision of this Trust Agreement is invalid or unenforceable under such applicable law, such invalidity or unenforceability shall not invalidate the entire Trust Agreement. In that case, this Trust Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, if such term or provision cannot be so limited, this Trust Agreement shall be construed to omit such invalid or unenforceable provisions, provided that such construction, to the maximum extent possible, shall give effect to the purposes of the Plan.

**10.5 Headings.** Sections, subheadings and other headings used in this Trust Agreement are for convenience only and shall not affect the construction of this Trust Agreement.

**10.6 Relationship to Plan.** The Trustee shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and shall be bound by the terms of the Plan. In the event of a conflict between the Plan (excluding this Trust Agreement) and this Trust Agreement, the Plan shall govern.

**10.7 Consent to Jurisdiction.** Each of the parties hereto (and each Beneficiary by virtue of the benefits provided pursuant to the Plan and the Trust created hereunder) (1) consents and submits to the jurisdiction of the Courts of the State of Indiana and of the Courts of the United States for the Southern District of Indiana for all purposes of this Trust Agreement, including, without limitation, any action or proceeding instituted for the enforcement of any right, remedy, obligation, or liability arising under or by reason hereof, and (2) consents and submits to the venue of such action or proceeding in the City of Indianapolis (or such Judicial District of a Court of the United States as shall include the same).

**10.8 Waiver of Jury Trial.** ANY AND ALL RIGHT TO TRIAL BY JURY IS HEREBY WAIVED, AND THERE SHALL BE NO RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS TRUST AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**10.9 References to Trust Committee.** If the Trust Committee no longer exists at any time during the terms of this Trust, then the Trustee shall take all actions under this Trust Agreement without regard to requirements that it meet with, consult with, or seek approval from the Trust Committee.

**10.10 Preservation of Privilege and Defenses.** In connection with the rights, claims, and Reserved Claims that constitute the Trust Assets, (1) any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Trust shall vest in the Trustee and his representatives, and the Debtors and the Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses; and (2) any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) held by the Debtors shall vest in the Trust Committee and the Trust Committee is authorized to take all necessary actions to direct the Trustee on the preservation, or to effectuate the transfer of such privileges and available defenses.

**10.11 Cooperation.** The Debtors shall provide the Trustee with copies of such of its books and records as the Trustee shall reasonably require for the purpose of performing his duties and exercising his powers hereunder.

**10.12 No Suits by Claimholders.** No Claimholder shall have any right by virtue of any provision of this Trust Agreement to institute any action or proceeding in law or in equity against any party other than the Trustee on or under or with respect to the Trust Assets.

**10.13 Irrevocability.** The Trust is irrevocable, but is subject to amendment as provided for herein.

**10.14 Enforcement and Administration.** The Bankruptcy Court shall enforce and administer the provisions of this Trust Agreement, as set forth in the Plan and herein; provided, however, that if the Chapter 11 Cases are closed, a party seeking to enforce the Trust Agreement may seek such relief in any court of competent jurisdiction within those courts defined as an appropriate venue herein.

*[Signature Pages Follows]*

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

TRUSTEE

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: Trustee

HDGM ADVISORY SERVICES, LLC, Reorganized Debtor

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

HDG MANSUR INVESTMENT SERVICES, INC., Reorganized Debtor

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B - LIQUIDATION ANALYSIS

The Debtors believe that recoveries by a Chapter 7 Trustee would be less than under the Plan for at least two reasons. First, the Third-Party Release provisions preserved under the Plan for the Trustee to use in settlement negotiations will permit maximum recoveries from third parties because Third Parties can be assured of a global release. Second, the Liquidating Trust will negotiate cooperation and sharing agreements with parties with which it settles, thereby making for greater ease in proving claims against others. These types of sharing agreements are generally more readily achieved by the Trust because it can grant parties Third-Party Releases which a Chapter 7 Trustee cannot do.

More importantly, whether the collection by the Trust is greater than a Chapter 7 Trustee or just the same, a Chapter 7 Trustee will be able to distribute less because he or she must pay Chapter 11 administrative Claims prior to making distributions to creditors. Consequently, for the following Liquidation Analysis, the Debtors will assume identical Reserved Claim Recoveries of \$10,000,000, of which \$5,000,000 are Special Asset Recoveries, and that the Debtors' Claims against GPIF are equal to 90% of GPIF's Claims and Debtors' Claims against Finzels' creditors are equal to 90% of Finzels' Creditors Claims.

\$ 5,000,000	Reserved Claim Recoveries.
<u>\$ 5,000,000</u>	Special Asset Recoveries.
\$ 10,000,000 <sup>2</sup>	
\$ 5,000,000	Available for Distribution to All.
\$ (350,000)	Less: Chapter 11 Administrative claims estimated at \$350,000.
	Less: Chapter 7 Administrative claims (\$178,250 trustee fees (11 U.S.C. § 326); \$50,000 Attorneys' fees). <sup>3</sup>
<u>\$ (228,250)</u>	
<u>\$ 4,422,000</u>	Funds in Chapter 7 - Approximately \$230,000 less than under the plan.

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2 These funds not generally available. They are distributed to creditors with an interest therein and by definition less than the aggregate claims with an interest therein.

3 Assume Chapter 7 Trustee and Trust both handle litigation on a contingency fee.