

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

In re:

SS BODY ARMOR I, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 10-11255 (CSS)

(Jointly Administered)

Related to Docket No. Nos. 3261, 3347, 3351

**NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT WITH RESPECT TO THE
SECOND AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION PROPOSED
BY DEBTORS AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

PLEASE TAKE NOTICE that on ~~October 2~~ November 9, 2015, the above-captioned debtors (collectively, the “Debtors”) and the Official Committee of Unsecured Creditors appointed in the above captioned cases (the “Committee”) filed the *Amended Plan Supplement with Respect to the Second Amended joint Chapter 11 Plan of Liquidation Proposed by the Debtors and Official Committee of Unsecured Creditors* (the “Amended Plan Supplement”). The documents contained in the Amended Plan Supplement are integral to and part of the *Second Amended joint Chapter 11 Plan of Liquidation Proposed by the Debtors and Official Committee of Unsecured Creditors* [Docket No. 3261] (as may be supplemented, amended, or otherwise modified from time to time, the “Plan”)² and, if the Plan is confirmed, shall be approved. The hearing to consider confirmation of the Plan currently is scheduled to commence on **November**

9,

2015,

at

9:30 a.m

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification numbers are: SS Body Armor I, Inc. (9361) f/k/a Point Blank Solutions, Inc., SS Body Armor II, Inc. (4044) f/k/a Point Blank Body Armor, Inc.; SS Body Armor III, Inc.; (9051) f/k/a Protective Apparel Corporation of America; and PBSS LLC (8203). All correspondence and pleadings for the Debtors must be sent to SS Body Armor I, Inc., *et al.*, c/o Pachulski Stang Ziehl & Jones LLP, 919 North Market St., 17th Floor, Wilmington, DE 19801, Attn: Laura Davis Jones.

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

1:00 p.m. (prevailing Eastern Time), and continue on November 10, 2015 at 9:30 a.m., if needed.

PLEASE TAKE FURTHER NOTICE that in accordance with the terms of the Plan, the Amended Plan Supplement means Plan related documents, schedules and exhibits to be filed with the Court ~~by the Plan Supplement Filing Date~~, which may consist of one or multiple filings, including the Recovery Trust Agreement, identification of the Recovery Trustee and the members of the Recovery Trust Committee and the Post-Confirmation Debtor Oversight Committee, the by-laws governing the Post-Confirmation Debtor and disclosure of related pertinent information. Attached hereto are the following:

<u>Exhibit</u>	<u>Description</u>
A	Recovery Trust Agreement
B	Third Amended and Restated By-Laws for Post Confirmation Debtor and Amended and Restated Certification of Incorporation
C-1	Identification of Recovery Trustee
C-2	Identification of Members of the Recovery Trust Committee
C-3	Identification of Members of the Post-Confirmation Debtor Oversight Committee
C-4	Identification of Post-Confirmation Debtor Representative

PLEASE TAKE FURTHER NOTICE that the Debtors and the Committee reserve the right, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement any document in the Plan Supplement; *provided* that if any document in the Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the hearing to consider confirmation of the Plan, the Debtors and the Committee will file a blackline of such document with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Plan, the Disclosure Statement, the Plan Supplement, as well as further information regarding these chapter 11 cases are available for inspection on the Bankruptcy Court's website at www.deb.uscourts.gov, or free of charge on the Debtors' restructuring website at Epiq Bankruptcy Systems, LLC by visiting <http://dm.epiq11.com/PBS>, or by requesting copies via email at tabulation@epiqsystems.com and reference "SS Body Armor" in the subject line or by telephone at (646) 282-2400.

Dated: ~~October 2~~ November 9, 2015

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

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

In re:

SS BODY ARMOR I, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 10-11255 (CSS)

(Jointly Administered)

Related to Docket No. Nos. 3261, 3347, 3351

**AMENDED PLAN SUPPLEMENT WITH RESPECT TO THE SECOND AMENDED
JOINT CHAPTER 11 PLAN OF LIQUIDATION PROPOSED BY DEBTORS
AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

In accordance with the *Second Amended Joint Chapter 11 Plan of Liquidate Proposed by the Debtors and the Official Committee of Unsecured Creditors* in the above referenced cases, the Debtors and the Official Committee of Unsecured Creditors hereby file the Amended Plan Supplement which includes the following items:

<u>Exhibit</u>	<u>Description</u>
A	Recovery Trust Agreement
B	Third Amended and Restated By-Laws for Post Confirmation Debtor and Amended and Restated Certificate of Incorporation
C-1	Identification of Recovery Trustee
C-2	Identification of Members of the Recovery Trust Committee
C-3	Identification of Post-Confirmation Debtor Oversight Committee
C-4	Identification of Post-Confirmation Debtor Representative

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification numbers are: SS Body Armor I, Inc. (9361) f/k/a Point Blank Solutions, Inc., SS Body Armor II, Inc. (4044) f/k/a Point Blank Body Armor, Inc.; SS Body Armor III, Inc.; (9051) f/k/a Protective Apparel Corporation of America; and PBSS LLC (8203). All correspondence and pleadings for the Debtors must be sent to SS Body Armor I, Inc., *et al.*, c/o Pachulski Stang Ziehl & Jones LLP, 919 North Market St., 17th Floor, Wilmington, DE 19801, Attn: Laura Davis Jones.

Exhibit A

Recovery Trust Agreement

RECOVERY TRUST AGREEMENT

THIS RECOVERY TRUST AGREEMENT (the "Agreement") is entered into this [] day of November, 2015, by and among SS Body Armor I, Inc., *et al.*¹, as debtors and debtors in possession (collectively, the "Debtors"); the Official Committee of Unsecured Creditors of the Debtors (the "Creditors' Committee"); T. Scott Avila, in his capacity as the Post-Confirmation Debtor Representative (as defined in the Plan); and []²-Brian K. Ryniker in capacity as the Recovery Trustee of the Recovery Trust (the "Recovery Trustee") (collectively, the "Parties").

WITNESSETH:

WHEREAS, on April 14, 2010 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Case No. 10-11255 (CSS) (jointly administered);

WHEREAS, the Debtors and the Creditors' Committee filed the Second Amended Joint Chapter 11 Plan of Liquidation Proposed by the Debtors and the Creditors' Committee (the "Plan Proponents") [ECF No. 3261] (as amended, modified, or supplemented, the "Plan") with the Bankruptcy Court;

WHEREAS, on [], 2015, the Bankruptcy Court entered an order confirming the Plan (the "Confirmation Order");

WHEREAS, the Plan provides, among other things, for the establishment of a liquidating trust (the "Recovery Trust") for the benefit of its Beneficiaries (defined below) and for the appointment of the Recovery Trustee as the trustee and manager of the Recovery Trust;

WHEREAS, the Recovery Trustee has agreed to act as trustee under this Agreement for purposes herein provided;

WHEREAS, the Recovery Trust is established for the sole purpose of administering Recovery Trust Assets (defined below) and implementing the Recovery Trust Functions (defined below), in accordance with Treasury Regulations Section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business;

WHEREAS, the Recovery Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) that is treated as "grantor trust" for federal and applicable state income tax purposes;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, pursuant to the Plan, the Parties do hereby covenant and agree as follows:

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: SS Body Armor I, Inc. (9361); SS Body Armor II, Inc. (4044); SS Body Armor III, Inc. (9051); and PBSS, LLC (8203).

² David K. Gottlieb, Peter Kravitz, or Brian K. Ryniker shall be selected as the Recovery Trustee on or before October 9, 2015. Notice of the Recovery Trustee's selection will be filed immediately thereafter.

ARTICLE I

Definitions; Interpretive Rules.

1.1 Terms Defined in Plan. Any capitalized term used and not defined herein shall have the meaning assigned to it in the Plan.

1.2 Interpretive Rules. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) references to “Articles”, “Sections”, and other subdivisions, without reference to a particular document, are to be designated Articles, Sections, and other subdivisions of this Agreement; (b) the use of the term “including” means “including but not limited to”; and (c) the words “herein”, “hereof”, “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular provision (unless otherwise specified). The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The singular shall include the plural and the plural the singular, when the context so requires, and the feminine, the masculine, and the neuter genders shall be mutually inclusive.

ARTICLE II

Establishment of the Recovery Trust, Appointment of the Recovery Trustee

2.1 Establishment of the Recovery Trust. Pursuant to the Plan, the Parties hereby establish the Recovery Trust. [] is hereby appointed as the Recovery Trustee and hereby accepts such appointment. On the Effective Date, the Recovery Trust will become effective, in order to carry out the Recovery Trust Functions (defined below). On the Effective Date, pursuant to the Plan and Sections 1123, 1141 and 1146(a) of the Bankruptcy Code, the Debtors and the Estates will transfer, grant, assign, convey, set over, and deliver to the Recovery Trustee, for the benefit of the Recovery Trust, all of the Debtors’ and Estates’ right, title and interest in and to the Recovery Trust Assets, including (i) the Recovery Trust Reserve, (ii) the Estate Claims, (iii) any Settlement Recoveries, (iv) any SOX Recoveries, (v) the share of the New Common Stock to be issued pursuant to the Plan, (vi) any remaining Cash in the Administrative/Priority/Tax Claims Reserve after the exercise of the Post-Confirmation Debtor Representative’s distribution powers set forth in Section 6.3(a) of the Plan, and (vii) any other assets of the Debtors that have not been liquidated, abandoned or otherwise disposed of as of the Effective Date, free and clear of all Liens, Claims, encumbrances or interests of any kind in such property, except as otherwise provided for in the Plan and the Settlement Agreement. For the avoidance of doubt, the Recovery Trust Assets shall not include the Administrative/Priority/Tax Claims Reserve (except as set forth herein above) or the Post-Confirmation Debtor Reserve. On the Effective Date and automatically and without further action, the Recovery Trustee will have full power and authority as the trustee of the Recovery Trust in accordance with the Plan and this Agreement. On and after the Effective Date, the Recovery Trustee, on behalf of the Recovery Trust, will take any and all actions as he believes may be necessary, desirable or appropriate with respect to the Recovery Trust, subject to the terms of the Plan and this Agreement. The Recovery Trust is organized and established as a trust for the benefit of the Beneficiaries (defined below) and is intended to qualify as a liquidating trust within the meaning of Treasury

Regulation 301.7701-4(d). In accordance with Treasury Regulation 301.7701-4(d), the initial sole beneficiaries of the Recovery Trust will be the holders of Allowed Claims in Class 3 (General Unsecured Claims) and Class 4 (Subordinated Unsecured Claims) and Allowed Interests in Class 6 (Old Common Stock Interests). Upon payment in full of all Allowed Class 3 Claims, the holders of Allowed Claims in Class 4 and Allowed Interests in Class 6 will then constitute the sole beneficiaries of the Recovery Trust. Upon payment in full of all Allowed Class 4 Claims, the holders of Allowed Interests in Class 6 will then constitute the sole beneficiaries of the Recovery Trust. The Recovery Trust will not be deemed a successor-in-interest of the Estate for any purpose other than as specifically set forth in the Plan and this Agreement. This Agreement and the Recovery Trust created under the Plan are hereby declared to be irrevocable and the Debtors shall not have any right at any time to withdraw any of the property held hereunder or to revoke, annul, or cancel the Recovery Trust created under the Plan in whole or in part, or to alter, amend, or modify this Agreement in any respect. To the extent that there are any material inconsistencies between (a) this Agreement and (b) the Plan or the Confirmation Order, the Plan and the Confirmation Order shall govern.

2.2 Vesting of Estate Assets, Free and Clear of Liens. Upon the Effective Date, the Recovery Trust will be vested with all right, title, and interest in the Recovery Trust Assets, and such property will become the property of the Recovery Trust free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as set forth in the Plan. Further, as of the Effective Date, the Recovery Trust will retain the New Common Stock and retain any rights to which such stock may be entitled under applicable law with respect to such shares, subject to any applicable conditions or restrictions set forth in the Plan, and the Certificate of Amendment and Restatement of the Certificate of Incorporation of SS Body Armor I, Inc., together with the Third Amended and Restated By-Laws of SS Body Armor I, Inc. (as such documents may be amended or modified)

2.3 Trust Name. The trust created hereby shall be known as the Recovery Trust of SS Body Armor I, Inc., in which name the Recovery Trustee may, among other things, carry out the Recovery Trust Functions, conduct the business of the Recovery Trust, retain counsel and other professionals and pay fees and costs incurred by counsel and other professionals, make and execute contracts on behalf of the Recovery Trust, sue and be sued on behalf of the Recovery Trust, and take such other actions as the Recovery Trustee is authorized to take under the Plan and this Agreement.

ARTICLE III

Recovery Trust, Purpose, Administration

3.1 Purpose of the Recovery Trust. The Recovery Trust shall be established for the purpose of carrying out the Recovery Trust Functions and liquidating, distributing and resolving the claims to the Recovery Trust Assets, in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Accordingly, the Recovery Trustee shall, in an expeditious but orderly manner, carry out the Recovery Trust Functions, liquidate and convert to Cash the Recovery Trust Assets, make timely Distributions and not unduly prolong the duration of the Recovery Trust.

3.2 Governance of the Recovery Trust. The Recovery Trust will be administered and controlled by the non-voting Recovery Trustee and the Recovery Trust Committee. The Recovery Trust Committee will oversee the functions and activities of the Recovery Trustee in relation to the Recovery Trust.

3.3 Purpose of this Agreement and Recovery Trust Functions. The parties hereby enter into this Agreement for the purposes of establishing the Recovery Trust contemplated by the Plan and authorizing the Recovery Trustee to, among other things, implement and carry out the recovery trust functions as follows: (i) the filing, prosecution, settlement and/or other disposition of any and all objections to, or requests for subordination, compromise or settlement of, proofs of claim or Claims against the Debtors, other than Claims that are Allowed under the Plan; (ii) the evaluation and, if appropriate, filing, prosecution, settlement and/or other disposition of any and all Avoidance Actions, Causes of Action, and other Estate Claims; (iii) the creation of appropriate reserves for Disputed Claims; (iv) the incurring of post-confirmation debt to fund replenishment of the Recovery Trust Reserve to the extent the Recovery Trust Reserve is insufficient; (v) the payment of the reasonable fees and expenses of the Recovery Trustee and his professionals and agents, without need of further Court approval or notice; (vi) the maintenance of books and records; (vii) the liquidation or other disposition of the Recovery Trust Assets; and (viii) the distribution of the proceeds of the Recovery Trust Assets (after payment of or reserve for all Recovery Trust expenses) to the Recovery Trust beneficiaries pursuant to this Agreement (collectively "Recovery Trust Functions"); provided that the Recovery Trust Functions shall not include activities which constitute Post-Confirmation Debtor Functions or are subject to disposition by the Post-Confirmation Debtor as part of its exercise of the Post-Confirmation Debtor Functions. Where reasonably appropriate, the Recovery Trustee shall have consultation rights with regard to the Post-Confirmation Debtor Functions, and the Post-Confirmation Debtor Representative shall have consultation rights with regard to Recovery Trust Functions. Any dispute regarding what constitutes a Post-Confirmation Debtor Function and what constitutes a Recovery Trust Function shall be resolved by the Bankruptcy Court. All Recovery Trust Functions and related activities of the Recovery Trustee shall be reasonably necessary to, and consistent with, the accomplishment of these purposes; all of such purposes benefit the Recovery Trust. Except as set forth herein, nothing contained herein shall be deemed to limit the authority of the Recovery Trustee.

3.4 Administration of the Recovery Trust Assets. From and after the Effective Date, the Recovery Trustee shall take all steps necessary to liquidate all Recovery Trust Assets and distribute the proceeds in accordance with the Plan, Confirmation Order, and this Agreement, including selling, leasing, prosecuting, litigating, settling or otherwise liquidating and reducing the Recovery Trust Assets to money, or abandoning the Recovery Trust Assets on such terms and for such consideration as he deems to be reasonable and in the best interests of the beneficiaries.

3.5 Authority of the Recovery Trustee. The Recovery Trustee will serve as a fiduciary to the Beneficiaries of the Recovery Trust and will be empowered to: (a) implement the Recovery Trust Functions; (b) effect all actions, execute and deliver all agreements, instruments and other documents, make the distributions contemplated, and perform all of the obligations and agreements of the Recovery Trust and/or of the Recovery Trustee necessary to implement the

provisions of the Plan, this Agreement, and the Settlement Agreement (to the extent applicable); (c) other than in relation to the Post-Confirmation Debtor Functions, perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code as the Debtors' representative appointed for such purpose pursuant to section 1123(b)(3) of the Bankruptcy Code, including commencing prosecuting or settling all Estate Claims, and enforcing contracts, asserting claims, defenses, offsets and privileges; (d) determine, satisfy, object to, and estimate any and all claims or liabilities created, incurred or assumed by the Recovery Trust; (e) pay all expenses and make all other payments relating to the Recovery Trust; (f) other than in relation to the Post-Confirmation Debtor Functions, object to claims, including Disputed Claims, and prosecute or settle such objections, including objections requesting disallowance of equity interests, and related litigation with respect to certain insiders and their related entities: David H. Brooks ("David Brooks"); Terry Brooks, Victoria Brooks, Andrew Brooks, and Elizabeth Brooks (collectively, "Brooks Family"); and Jeffrey R. Brooks ("Jeffrey Brooks") and together with David Brooks and Brooks Family, "Brooks Insiders"; (g) establish, keep, and maintain a reserve for the benefit of Disputed Claims and Disputed Interests; (h) engage and reasonably compensate professionals, including attorneys, accountants, experts, other professionals and others to assist the Recovery Trustee in carrying out his duties, provided, however, that counsel that will represent the Recovery Trust in any action to pursue claim objections (to the extent such are not within the Post-Confirmation Debtor Functions), requests for disallowance of equity interests, and related litigation with respect to Brooks Insiders shall be chosen by the Equity Committee designee; (i) consult regularly with and provide information to the Recovery Trust Committee at such times and with respect to such issues relating to the conduct of the Recovery Trust as is appropriate; (j) prepare and deliver written statements or notices, quarterly or otherwise, required by law to be delivered to beneficiaries of the Recovery Trust and the Recovery Trust Committee; (k) prepare, or have prepared, and file with the appropriate taxing authority on behalf of the Recovery Trust any and all tax returns, information returns, and other required documents with respect to the Recovery Trust and pay taxes properly payable by the Recovery Trust, if any, and cause all taxes payable by the Recovery Trust, if any, to be paid exclusively out of the Recovery Trust; ~~and~~ (l) other than in relation to the Post-Confirmation Debtor Functions, waive or assert the attorney-client privilege or any other privilege of and on behalf of the Debtors and Estates; and (m) notwithstanding subparagraph (f) herein, have standing to review and object to any post-petition, pre-confirmation professional fee claims.

3.6 Recovery Trust Committee. The Recovery Trustee shall be supervised by an oversight committee (the "Recovery Trust Committee"), which shall have the rights set forth in this Agreement and the Plan.

(a) The Recovery Trust Committee shall be created on the Effective Date and shall be comprised of three (3) voting members. Two (2) members of the Recovery Trust Committee will be selected by the Creditors' Committee and one member will be selected by the Equity Committee. The Equity Committee will designate a list of individuals to replace the Creditors' Committee selected representatives upon Class 3 Satisfaction and Class 4 Satisfaction. Upon the occurrence of the Class 3 Satisfaction and Class 4 Satisfaction, the Creditors' Committee selected representatives will resign and be replaced by the Equity Committee designees. In the event of a vacancy of a member selected by the Creditors' Committee, the other member selected by the Creditors' Committee, in consultation with the Recovery Trustee,

shall have the authority to fill such vacancy. In the event of a vacancy of a member selected by the Equity Committee, a majority of the former members of the Equity Committee in consultation with the Recovery Trustee, shall have the authority to fill such vacancy. In the event any position is vacant for more than thirty (30) days, unless otherwise notified in writing by a majority of the former members of the Equity Committee that good faith efforts are being made to fill the vacant position for the Equity Committee designee, the Recovery Trustee shall have the authority, without need of notice to the remaining members of the Recovery Trust Committee, to fill such vacancy at his sole discretion.

(b) The Recovery Trustee shall consult regularly with the Recovery Trust Committee when carrying out the purpose and intent of the Recovery Trust. The Recovery Trust Committee shall be entitled to monitor the status and progress made by the Recovery Trustee. The Recovery Trust Committee may meet and/or consult periodically with the Recovery Trustee and keep itself apprised of the affairs of the Recovery Trust.

(c) The Recovery Trust Committee will advise the Recovery Trustee and make certain determinations regarding the administration and liquidation of the Recovery Trust Assets in consultation with the Recovery Trustee. Unless otherwise specified herein, approval of a majority of the members of the Recovery Trust Committee shall be required for the Recovery Trust Committee to act or provide instructions, directions, consents or approvals to the Recovery Trustee for certain actions specified hereunder. The members of the Recovery Trust Committee shall be deemed to be third-party beneficiaries of this Agreement.

3.7 Expenses of the Recovery Trust. The Recovery Trust Assets will be used to pay all liabilities, costs and expenses of the Recovery Trust, including compensation then due and payable to the Recovery Trustee, his agents, representatives, professionals and employees and all costs, expenses, and liabilities incurred by the Recovery Trustee in connection with the performance of his duties. Each member of the Recovery Trust Committee will be entitled to reimbursement of reasonable costs and expenses in the exercise of his or her duties, and a stipend of \$1,500 per month in compensation for its services in such capacity in an amount agreed to by the Creditors' Committee or the Recovery Trustee. The reasonable fees and expenses of the Recovery Trustee and his counsel and agents will be paid out of the Recovery Trust Reserve, without need of Court approval, ~~provided that the Recovery Trustee will provide five (5) business days' prior notice of any anticipated payment of such fees and expenses to the Recovery Trust Committee, and any objection thereto that cannot be consensually resolved will be submitted to the Bankruptcy Court~~ Bankruptcy Court approval, subject to the terms set forth in Section 5.18 herein.

3.8 Tax Treatment of Recovery Trust. For United States federal and applicable state income tax purposes, the transfer of the Recovery Trust Assets to the Recovery Trust pursuant to and in accordance with the Plan shall be treated as a disposition of such assets directly to and for the benefit of the Beneficiaries. The Beneficiaries will be treated as the grantors and owners of the Recovery Trust. All earnings of the Recovery Trust shall be currently taxable to the Beneficiaries in the year in which such earnings are realized, including earnings retained in the Recovery Trust Reserve, in accordance with their respective rights to such earnings. The Recovery Trust is intended to qualify as a liquidating trust that is treated as a "grantor trust" for federal income tax purposes, and the Recovery Trustee shall use his best

efforts to operate and maintain the Recovery Trust in compliance with Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Sections 1.671-4(a) and 301.7701-4(d) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service.

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

ARTICLE IV

Post-Confirmation Debtor; Corporate Action; Winding-Up of Affairs

4.1 Post-Confirmation Debtor. Under the Plan, all Debtors other than the Post-Confirmation Debtor will be deemed dissolved for all purposes as of the Effective Date, without need of further Court order, notice or action; provided, however, without the need of any further approval, the Post-Confirmation Debtor Representative, in his discretion, may execute and file documents and take all other actions as he deems appropriate relating to the dissolution of the Debtors under applicable state laws, and in such event, all applicable regulatory or governmental agencies will take all steps necessary to allow and effect the prompt dissolution of the subject Debtor as provided in the Plan, without the payment of any fee, tax, or charge and without need for the filing of reports or certificates.

(a) All existing Interests in the Debtors will be deemed extinguished and cancelled as of the Effective Date, and as of such date, the New Common Stock of the Post-Confirmation Debtor will be deemed issued and held by the Recovery Trustee, for the benefit of the Beneficiaries of the Recovery Trust. The Post-Confirmation Debtor Representative will dissolve the Post-Confirmation Debtor pursuant to applicable non-bankruptcy law, at such time as he reasonably determines, after consultation with the Recovery Trustee, that the Post-Confirmation Debtor Functions have been completed or otherwise satisfied.

(b) From and after the Effective Date, (i) all of the Debtors, for all purposes, will be deemed to have withdrawn their respective business operations from any state in which they were previously conducting or are registered or licensed to conduct business operations, and the Debtors will not be required to file any document, pay any sum or take any other action, in order to effectuate such withdrawal, and (ii) the Debtors other than the Post-Confirmation Debtor will not be liable in any manner to any taxing authority for franchise, business, license or similar taxes accruing on or after the Effective Date.

(c) The Post-Confirmation Debtor will continue and remain in existence on and after the Effective Date solely for implementation of the Post-Confirmation Debtor Functions.

4.2 Board of Directors; Officers. Under the Plan, on the Effective Date and automatically and without further action, (i) each existing member of the board of directors, officer and manager (as applicable) of the Debtors will be deemed to have resigned on the Effective Date without any further corporate action, (ii) the Post-Confirmation Debtor Representative will be deemed the sole director, officer and representative of the Post-Confirmation Debtor to exercise the rights, power and authority of the Post-Confirmation Debtor

under applicable provisions of the Plan and bankruptcy and non-bankruptcy law, and (iii) all matters provided under the Plan will be deemed to be authorized and approved without further approval from the Bankruptcy Court.

4.3 Post-Confirmation Debtor Oversight Committee. Under the Plan, the Post-Confirmation Debtor Representative will carry out the Post-Confirmation Debtor Functions, subject to the Post-Confirmation Debtor Oversight Committee, which shall be comprised of the Recovery Trustee, Mr. Rick Rosenbloom, and a representative selected by the Equity Committee that will oversee the functions and activities of the Post-Confirmation Debtor.

4.4 Post-Confirmation Debtor and Recovery Trustee Cooperation. The Post-Confirmation Debtor Representative and the Recovery Trustee will cooperate and coordinate their efforts to implement the Plan, including, among other things, addressing any circumstances where Post-Confirmation Debtor Functions and Recovery Trust Functions may overlap or omit actions or functions necessary to implement the Plan or Settlement Agreement.

ARTICLE V

Duties, Rights and Powers of Recovery Trustee

5.1 Status of the Recovery Trustee. The Recovery Trustee shall be the “representative of the estate” as that phrase is used in section 1123(b)(3)(B) of the Bankruptcy Code with respect to the rights and powers granted in this Agreement and in the Plan and Confirmation Order. Except as otherwise set forth in the Plan and Confirmation Order, the Recovery Trust shall be the successor-in-interest to the Debtors with respect to all Recovery Trust Assets, including all Estate Claims and Avoidance Actions that were or could have been commenced by the Debtors or the Estates prior to the Effective Date and shall be deemed substituted for the same as the party in such action. All actions, claims, rights or interests constituting Recovery Trust Assets are preserved and retained and may be enforced by the Recovery Trust as the representative of the Debtors and/or the Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Recovery Trust shall be a party-in-interest as to all matters over which the Bankruptcy Court has jurisdiction and shall be the only party to have standing to file, prosecute, settle, or compromise all Recovery Trust Assets, including all Estate Claims and Avoidance Actions. For avoidance of doubt, such authority and standing (i) shall include standing to review and object to professional fee claims but otherwise (ii) shall not include authority or standing to prosecute any causes of action which are included within the Post-Confirmation Debtor Functions.

5.2 Duties of the Recovery Trustee. The Recovery Trustee shall have the exclusive right and duty to administer and liquidate the Recovery Trust Assets, file, prosecute, litigate, compromise, settle, and abandon Estate Claims and Avoidance Actions assigned and delivered to the Recovery Trust, pursue and oversee the objections and resolution of Claims and related processes, and collect all income and make distributions to the Beneficiaries from the Recovery Trust, as provided under this Agreement, the Plan, and Confirmation Order. For avoidance of doubt, such authority and standing (i) shall include standing to review and object to professional fee claims but otherwise (ii) shall not include authority or standing to prosecute any causes of action or to object to or resolve claims which are included within the Post-

Confirmation Debtor Functions. Nothing contained herein, or in the Post-Confirmation Debtor governance documents (including any bylaws or articles of incorporation) shall prevent the Post-Confirmation Debtor from assigning any assets, including claims and causes of action, to the Recovery Trust.

5.3 Standard of Care. The Recovery Trustee shall exercise its rights and powers vested in it by this Agreement and use reasonable business judgment in its exercise of his duties. Subject to applicable law, the Recovery Trustee shall not be liable to the Recovery Trust or any Beneficiary for any act he may do or omit to do as a Recovery Trustee while acting in good faith and in the exercise of his reasonable business judgment. The foregoing limitation on liability will apply equally to the agents, professionals, accountants, attorneys, and/or employees of the Recovery Trustee acting on behalf of the Recovery Trustee in the fulfillment of the Recovery Trustee's duties hereunder.

5.4 Bond. The Recovery Trustee shall not be required to post a bond.

5.5 Recovery Trustee's Rights and Powers. The Recovery Trustee shall act on behalf of the Recovery Trust and except as otherwise provided for under the Plan, shall be vested with all rights, powers, privileges, and benefits afforded to the Debtors' Estates and/or a "trustee" under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, attorney-client and work product privilege, and he shall be vested with any such rights, powers, privileges, and benefits of the Debtors and their Estates with respect to the Recovery Trust Functions. The Recovery Trustee shall have all the powers and authority set forth herein and in the Plan and Confirmation Order necessary to effect the disposition, orderly liquidation, and/or distribution of all Recovery Trust Assets and proceeds thereof. As of the Effective Date, the rights and powers of the Recovery Trustee shall include, subject to the limitations set forth in the Plan or Confirmation Order, the right and power, without further Bankruptcy Court approval, to:

(a) Liquidate or otherwise reduce to Cash the Recovery Trust Assets in accordance with the Plan and this Agreement;

(b) Settle, resolve and object to Claims and to file, prosecute, compromise and settle Estate Claims assigned and delivered to the Recovery Trust, whether or not the Estate Claims or objections to Claims have been commenced prior to the Effective Date, and shall be substituted as the real party in interest in any such action or objection by or against the Debtors, the Creditors' Committee, or the Equity Committee;

(c) Make distributions to the Beneficiaries hereunder;

(d) Seek an estimation of contingent or unliquidated Claims under section 502(c) of the Bankruptcy Code;

(e) Invest the Recovery Trust Assets, which investment powers of the Recovery Trustee are limited by Section 5.14 herein;

(f) Establish, maintain and administer Recovery Trust Reserve;

(g) Maintain and administer the Cash in the Recovery Trust;

(h) Pay and satisfy Allowed Claims and trust expenses from the Recovery Trust and pay all fees due pursuant to Section 1930 of Chapter 123 of Title 28 of the United States Code until such time as the Bankruptcy Court enters a final decree closing the Chapter 11 Cases;

(i) Enforce, carry out, and comply with the terms of the Plan, Confirmation Order, and this Agreement;

(j) Enforce, carry out and perform the Recovery Trustee's duties and Recovery Trust Functions under this Agreement and the Plan;

(k) Sell at public or private sale, or exchange, transfer, or convey, on such terms and conditions, and at such time or times as the Recovery Trustee shall determine, any or all of the Recovery Trust Assets; and to that end, grant options, make contracts, retain brokers, and sign, seal, acknowledge, and deliver any and all proper deeds, or other instruments of conveyance or transfer thereof; and delegate to an attorney-in-fact the power to execute all documents necessary to accomplish a sale, lease, transfer, or exchange of such property;

(l) Obtain and maintain such space, facilities, equipment, supplies and personnel as shall be reasonably necessary for the performance of the Recovery Trustee's duties hereunder and under the Plan and Confirmation Order;

(m) Pay all expenses and obligations of the Recovery Trust, including professional fees, out of the Recovery Trust Assets;

(n) Subject to the provisions of ¶ 3.5 herein, retain counsel or special counsel, financial advisor or accountant, and employ other individuals in connection with the administration or the liquidation, and pay all reasonable and necessary costs of any litigation directly or indirectly involving the Debtors or the Estates, or the Recovery Trust Assets;

(o) Consult regularly with and provide information to the Recovery Trust Committee at such times and with respect to such issues relating to the conduct of the Recovery Trust as is appropriate;

(p) Prepare and deliver written statements or notices, quarterly or otherwise, required by law or by the terms of this Agreement to be delivered to Beneficiaries and the Recovery Trust Committee;

(q) Subject to consultation with the Post-Confirmation Debtor Representative, exercise all powers regarding the Debtors' tax matters, including filing tax returns, to the same extent as if the Recovery Trustee were the debtor in possession to the extent necessary;

(r) When all Disputed Claims filed against the Debtors have become Allowed Claims or have been disallowed by Final Order, and all of the Recovery Trust Assets have been liquidated and distributed in accordance with the Plan and this Agreement, seek authority, in consultation with the Post-Confirmation Debtor Representative, from the Bankruptcy Court to close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules;

(s) If at any time the Recovery Trustee determines, in reliance upon such professionals as the Recovery Trustee may retain and with the consent of the Recovery Trust Committee, that the expense of administering the Recovery Trust so as to make a final distribution to the Beneficiaries is likely to exceed the value of the assets remaining in the Recovery Trust, the Recovery Trustee shall apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to close the Chapter 11 Cases, (ii) donate a balance to a charitable organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code that is unrelated to the Recovery Trust, the Recovery Trustee, and (iii) close the Chapter 11 Cases in accordance with the Bankruptcy Code and Bankruptcy Rules;

(t) Hold legal title to any and all rights of the Beneficiaries in or arising from the Recovery Trust or Recovery Trust Assets;

(u) Execute and file any and all documents, regulatory filings and transfer applications and take any and all other actions related to, or in connection with, the liquidation of the Recovery Trust, the exercise of the Recovery Trustee's powers granted herein and the enforcement of any and all instruments, contracts, agreements, claims, or causes of action relating to the Recovery Trust or the Recovery Trust Assets;

(v) Open and maintain bank accounts and deposit funds, draw checks and make disbursements in accordance with this Agreement and the Plan;

(w) File, if necessary, any and all tax and information returns with respect to the Recovery Trust treating the Recovery Trust as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations and pay taxes properly payable by the Recovery Trust, if any, and make distributions to Beneficiaries net of any such taxes;

(x) In the event the Recovery Trustee determines that any of the Beneficiaries of the Recovery Trust may, will or has become subject to adverse tax consequences, take such actions that in his reasonable discretion will, or are intended to, alleviate such adverse tax consequences, such as dividing the Recovery Trust Assets into several trusts or other structures and/or paying certain Beneficiaries in a manner different than that originally contemplated hereunder (but not otherwise inconsistent with the provisions of this Agreement or the Plan), provided, however, the Recovery Trustee shall be under no obligation to take any such actions;

(y) Withhold from the amount allocable, payable or distributable to any Entity such amount as may be sufficient or required to pay any tax or other charge which the Recovery Trust has determined, in his reasonable discretion, is required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof, and to pay or deposit such withheld tax with the appropriate governmental authority. In the exercise of his discretion and judgment, the Recovery Trustee may enter into agreements with taxing or other governmental authorities for the payment of such amounts as may be withheld in accordance with the provisions hereof;

(z) Seek any relief from or resolution of any disputes concerning the Plan, the Recovery Trust, or the Recovery Trust Assets by the Bankruptcy Court or any other court with proper jurisdiction;

(aa) Appear and participate in any proceeding before the Bankruptcy Court or any other court with proper jurisdiction with respect to any matter regarding or relating to this Agreement, the Plan, Confirmation Order, Recovery Trust, or the Recovery Trust Assets; and

(bb) Review and object to professional fee claims to the extent provided herein;
and

(cc) ~~(bb)~~ Otherwise take such other actions as shall be necessary to implement the Plan, Confirmation Order, the terms of this Agreement, wind down the affairs of the Recovery Trustee and effect the closing of the Chapter 11 Cases or to carry out the Recovery Trust Functions and related obligations and to exercise its rights in accordance with and subject to the Plan and Confirmation Order, and shall perform all of the duties, responsibilities and obligations as set forth in this Agreement.

5.6 Limitation on Recovery Trustee's Authority.

(a) Notwithstanding Section 5.5, the Recovery Trustee shall procure approval by a ~~unanimous majority~~ vote of the members of the Recovery Trust Committee prior to (i) taking any action (including settling or selling) with respect to a Recovery Trust Asset (including settling or selling) excluding any asset used for the operation of the Trust or for payment of any fees and expenses of professionals employed by the Recovery Trustee) having a value of ~~\$100,000-300,000~~ or more, (ii) commencing any litigation, other than objections to Disputed Claims or Avoidance Actions, or making any settlement with respect to any Retained Cause of Action, or such litigation, in connection with which there is a recovery (or potential recovery) to the Recovery Trust of ~~\$100,000-300,000~~ or more, or (iii) settling any Disputed Claim for an amount of \$100,000 or more or (iv) taking any action that would give rise to or alleviate adverse tax consequences to the Recovery Trust or the Beneficiaries, provided, however, in the event the Recovery Trust Committee fails to approve any of the above action by a unanimous majority vote, the matter may be submitted to the Bankruptcy Court for approval of such action. Furthermore, and notwithstanding Section 5.5, the Recovery Trustee shall procure approval by a unanimous vote of the members of the Recovery Trust Committee prior to settling any Disputed Claim for an amount of \$300,000 or more, provided, however, in the event the Recovery Trust Committee fails to approve such settlement proposed by unanimous vote, but does obtain approval of a majority of the Recovery Trust Committee, then the Recovery Trustee may submit the matter to the Bankruptcy Court for approval of such action and the non-consenting member of the Recovery Trust Committee shall have standing to be heard in opposition to such request.

(b) The Recovery Trustee will consult with the Recovery Trust Committee on a regular basis, but in no event less than on a quarterly basis, and inform the Recovery Trust Committee of actions that the Recovery Trustee is pursuing and is planning to pursue in connection with the discharge of the Recovery Trust Functions and the Recovery Trustee's duties hereunder. Except as provided herein, the Recovery Trustee will exercise independent business judgment with respect to the administration of the Recovery Trust.

5.7 Estimation of Claims. The Recovery Trustee may at any time request that the Bankruptcy Court estimate any Claim pursuant to section 502(c) of the Bankruptcy Code to

the extent that such Claim has not already been adjudicated by the Bankruptcy Court on the same grounds. In the event that the Bankruptcy Court estimates any Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Recovery Trustee may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court, provided, however, any Claim settled for an amount in excess of \$100,000 would be subject to prior unanimous approval by the Recovery Trust Committee 300,000 shall be governed by the procedures set forth in Section 5.6(a).

5.8 Limitations on the Recovery Trustee's and the Recovery Trust Committee's Liabilities. The Recovery Trustee, the members of the Recovery Trust Committee, or any of their respective professionals, including accountants, financial advisors, legal advisors, shall not be responsible and shall not have any liability whatsoever to any person for any loss or liability the Debtors, the Estates, or the Recovery Trust may sustain or incur, except as otherwise provided in Section 5.12 of this Agreement.

5.9 Selection of Agents. The Recovery Trustee may select and employ, and determine compensation for, any professionals, including accountants, financial advisors, legal advisors, brokers, consultants, custodians, investment advisors, asset services, auditors, and other agents, as the Recovery Trustee deems necessary (collectively, the "Trustee Professionals") to assist it in carrying out his duties, with the reasonable fees and expenses of such professionals to be paid by the Recovery Trust. Subject to the Plan and this Agreement, the Recovery Trustee may pay the salaries, fees, and expenses of such persons or firms out of the Recovery Trust Assets. The Recovery Trustee shall not be liable for any loss to the Debtors, the Estates, or the Recovery Trust or any person interested therein, including Beneficiaries, by reason of any mistake or default of any such agent or consultant.

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

5.11 Maintenance of Register. The Recovery Trustee shall at all times maintain or cause to be maintained a register of the names, addresses, and amount of the Beneficiaries.

5.12 Liability of Recovery Trustee.

(a) Liability; Indemnification. The Recovery Trustee, the Trustee Professionals, the Recovery Trustee's agents and servants, and any of the members of the

Recovery Trust Committee shall not in any way be liable for any acts or omissions to act except by reason of their gross negligence, willful misconduct, fraud, or a criminal act in the performance of their duties under the Plan, Confirmation Order, or this Agreement. The Recovery Trust shall indemnify the Recovery Trustee, the Trustee Professionals, the Recovery Trustee's agents and servants, and any of the members of the Recovery Trust Committee and hold them harmless from and against any and all liabilities, expenses, claims, damages and losses incurred by them as a direct result of actions taken or omissions to act by them in such capacity or otherwise related to this Agreement or the Recovery Trust. The Recovery Trust shall indemnify and hold harmless any Entity who was, or is, a party, or is threatened to be made a party, to any pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Entity is or was the Recovery Trustee, a Trustee Professional, the Recovery Trustee's agent or servant, or a member of the Recovery Trust Committee, against all costs, expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Entity in connection with such action, suit or proceeding, or the defense or settlement of any claim, issue or matter therein, to the fullest extent permitted by applicable law, except in the case of the Recovery Trustee, if such costs and expenses, judgments, fines or amounts paid in settlement are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the Recovery Trustee's gross negligence, willful misconduct, or fraud. Costs or expenses incurred by any Entity entitled to the benefit of the provisions of this Section 5.12 in defending any such action, suit or proceeding may be paid by the Recovery Trust in advance of the institution or final disposition of such action, suit or proceeding, if authorized by the Recovery Trustee, subject to providing an undertaking to repay all such advanced amounts if it is subsequently determined that such Entity is not entitled to indemnification under this Section 5.12. Any dispute regarding such indemnification of the Recovery Trustee shall be resolved only by the Bankruptcy Court, which shall retain jurisdiction over matters relating to the indemnification provided under this Section 5.12. The Recovery Trustee may in its discretion purchase and maintain insurance on behalf of any Entity who is or was a beneficiary of this provision. Promptly after receipt by an indemnified party or parties (the "Indemnified Party") of notice of any claim, or notice of commencement of any action, suit, or proceeding by an Entity other than the Recovery Trustee, in respect of which the Indemnified Party may seek indemnification from the Recovery Trust pursuant to this Section 5.12, the Indemnified Party, if not the Recovery Trust, shall notify the Recovery Trustee of such claim, action, suit or proceeding and shall thereafter promptly convey all further communications and information in respect thereof to the Recovery Trustee. If the Indemnified Party is the Recovery Trustee, the Recovery Trustee shall notify the Bankruptcy Court of such claim, action, suit, or proceeding and shall thereafter promptly convey all further communications and information in respect thereof to the Bankruptcy Court. The Recovery Trustee shall, if it so elects, have sole control at the expense of the Recovery Trust over the contest, settlement, adjustment, or compromise of any claim, action, suit, or proceeding in respect of which this Section 5.12 requires that the Recovery Trust indemnify the Indemnified Party. If the Recovery Trustee is the Indemnified Party, he shall obtain the written approval of Bankruptcy Court before settling, adjusting, or compromising any claim, action suit, or proceeding in respect of which this Section 5.12 requires that the Recovery Trust indemnify the Indemnified Party. The Indemnified Party shall cooperate with the reasonable requests of the Recovery Trustee in connection with such contest, settlement, adjustment, or compromises, provided that (i) the Indemnified Party may, if it so elects, employ counsel at its own expense to

assist in (but not control) the handling of such claim, action, suit, or proceeding, (ii) the Recovery Trustee shall obtain the prior written approval of the Indemnified Party before entering into any settlement, adjustment, or compromise of such claim, action, suit, or proceeding, or ceasing to defend against such claim, action, suit, or proceeding, if pursuant thereto or as a result thereof injunction or other relief would be imposed upon the Indemnified Party, and (iii) the Indemnified Party shall obtain the prior written approval of the Recovery Trustee, or, if the Recovery Trustee is the Indemnified Party, the prior written approval of the Bankruptcy Court, before entering into any settlement, adjustment or compromise of such claim, action, suit, or proceeding, or ceasing to defend against such claim, action, suit, or proceeding, and no such settlement, adjustment, or compromise shall be binding on the Recovery Trust without such approval.

(b) No Liability for Acts of Predecessor. No successor Recovery Trustee shall be in any way responsible for the acts or omissions of any Recovery Trustee in office prior to the date on which such person becomes a Recovery Trustee, nor shall he be obligated to inquire into the validity or propriety of any such act or omission, unless such successor Recovery Trustee expressly assumes such responsibility. Any successor Recovery Trustee shall be entitled to accept as conclusive any final accounting and statement of the Recovery Trust Assets furnished to such successor Recovery Trustee by such predecessor Recovery Trustee and shall further be responsible only for those Recovery Trust Assets included in such statement.

(c) No Implied Obligations. The Recovery Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, in the Plan and Confirmation Order or specified in written instructions or directions delivered to the Recovery Trustee by the Recovery Trust Committee, and no other or further covenants or obligations shall be implied into this Agreement. The Recovery Trustee shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations, or warranties herein or in any documents or instrument evidencing or otherwise constituting a part of the Recovery Trust Assets. The Recovery Trustee makes no representations as to the value of the Recovery Trust Assets or any part thereof, nor as to the validity, execution, enforceability, legality, or sufficiency of this Agreement; and the Recovery Trustee shall incur no liability or responsibility with respect to any such matters.

(d) Reliance by Recovery Trustee on Documents or Advice of Counsel or Other Entities. Except as otherwise provided herein, the Recovery Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, and other paper or document reasonably believed to be genuine and to have been signed or presented by the proper party or parties, and shall have no liability or responsibility with respect to the form, execution, or validity thereof. None of the provisions hereof shall require the Recovery Trustee to expend or risk his own funds or otherwise incur financial liability or expense in the performance of any duties hereunder.

(e) No Personal Obligation for Debtors' Liabilities. Beneficiaries, holders of Claims, holders of Equity, or other persons dealing with the Recovery Trustee in his capacity as Recovery Trustee within the scope of this Agreement shall look solely to the Recovery Trust Assets to satisfy any liability incurred by the Recovery Trustee to such person in carrying out the

terms of this Agreement, and the Recovery Trustee shall have no personal or individual obligation to satisfy any such liability.

5.13 Establishment of Trust Accounts. The Recovery Trustee may establish or cause to be established and maintained any accounts needed in connection with the purposes of the Recovery Trust (the "Trust Account"). Such accounts shall be maintained only at FDIC insured financial institutions and shall bear a designation clearly indicating that the funds deposited therein are held for the benefit of the Recovery Trust.

5.14 Investment of Cash. (a) Cash in the Trust Accounts and any other amounts contemplated by this Agreement shall be maintained in United States dollars or shall be invested by the Recovery Trustee in (i) direct obligations of, or obligations guaranteed by, the United States of America, (ii) obligations of any agency or corporation that is or may hereafter be created by or pursuant to an act of Congress of the United States of America as an agency or instrumentality thereof, or (iii) such other obligations or instruments as may from time to time be permitted under section 345 of the Bankruptcy Code; provided that the Recovery Trustee may, to the extent necessary to implement the provisions of the Plan and this Agreement, deposit moneys in demand deposits, time accounts or checking accounts at any banking institution or trust company having combined capital stock and surplus in excess of \$100,000,000 based upon its most recently available audited financial statements, regardless of whether such investments and deposits are insured or as otherwise provided in Section 5.13 above. Such investments shall mature in such amounts and at such times as the Recovery Trustee, in his discretion, shall deem appropriate to provide funds when needed to transfer funds in accordance with the Plan and Confirmation Order, make payments to the Trust Accounts or make Distributions in accordance with this Agreement and the Plan and Confirmation Order. The Recovery Trust may not retain cash or cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the Recovery Trust Assets in liquidation or maintain or fund on adequate and sufficient reserve.

5.15 Tax Returns. From and after the Effective Date, to the extent required, the Recovery Trustee shall be responsible for the preparation and filing of any and all federal and state tax returns or other filings as required by law to be filed on behalf of the Recovery Trust. Such returns shall be consistent with the treatment of the Recovery Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) that is a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. Unless otherwise provided under the Plan, subject to consultation with the Post-Confirmation Debtor Representative, the Recovery Trustee shall (a) complete and file as soon as possible, to the extent not previously filed, the Debtors' final federal, state, and local tax returns, (b) request an expedited determination of any unpaid tax liability of the Debtors under section 505(b) of the Bankruptcy Code for all tax periods of the Debtors ending after the Petition Date through the liquidation of the Debtors as determined under applicable tax laws, to the extent not previously requested, and (c) represent the interest and account of the Debtors before any taxing authority in all matters, including, but not limited to, any action, suit, proceeding, or audit.

5.16 Compensation for Recovery Trustee. The Recovery Trustee shall be paid on an hourly basis plus actual out-of-pocket expenses, to be paid monthly from the Recovery Trust Assets, pursuant to Section 5.18 and related provisions of this Agreement.

5.17 Reimbursements. The Recovery Trustee, any agents or consultants employed pursuant to this Agreement, Trustee Professionals and members of the Recovery Trust Committee shall be reimbursed from the Recovery Trust Assets for all reasonable out-of-pocket expenses incurred in the performance of their duties hereunder in addition to any compensation received pursuant to Section 5.18 and related provisions of this Agreement.

5.18 Reimbursement of the Recovery Trustee's and Trustee Professionals' Fees and Expenses. Pursuant to the terms of the Plan, Confirmation Order, and this Agreement, the Recovery Trustee may pay from the Recovery Trust Assets all reasonable fees and expenses incurred in connection with the duties and actions of the Recovery Trustee, including, but not limited to, fees and expenses of any Trustee Professionals retained under this Agreement and fees and expenses to pay insurance, taxes and other expenses arising in the ordinary course of business in maintaining, liquidating, disposing of, and distributing the Recovery Trust Assets and compensation to the Recovery Trustee. The Recovery Trustee may also pay fees and expenses allowed by the Bankruptcy Court of the Debtors, the Post-Confirmation Debtor Representative, the Creditors' Committee, or the Equity Committee arising from the prosecution or objection of any final fee applications filed by any of their respective professionals in accordance with the Plan. The Trustee Professionals shall prepare monthly statements in the same manner ~~and in the same detail as required during the Chapter 11 Cases, and the Trustee Professionals shall serve such statements on the Recovery Trustee and each member of.~~ The Recovery Trustee shall forward the Recovery Trustee's and the Trustee Professionals' monthly statements to the Recovery Trust Committee. The Recovery Trustee may pay all such reasonable and shall provide five (5) business days prior notice of any payment of such fees and expenses without Bankruptcy Court approval, provided, however, in the event a member. If the majority of the Recovery Trust Committee timely objects to the reasonableness of such fees and expenses and such objection cannot be resolved consensually, the matter shall be submitted to the Bankruptcy Court for approval of the reasonableness of such fees and expenses.

ARTICLE VI

Beneficiaries

6.1 Identification of Beneficiaries. The Trust is created for the benefit of the following beneficiaries (the "Beneficiaries"): (a) the initial sole beneficiaries of the Recovery Trust will be the holders of Allowed Claims in Class 3 (General Unsecured Claims) and Class 4 (Subordinated Unsecured Claims) and Allowed Interests in Class 6 (Old Common Stock Interests); (b) upon payment in full of all Allowed Class 3 Claims, the holders of Allowed Claims in Class 4 and Allowed Interests in Class 6 will then constitute the sole beneficiaries of the Recovery Trust; and (c) upon payment in full of all Allowed Class 4 Claims, the holders of Allowed Interests in Class 6 will then constitute the sole beneficiaries of the Recovery Trust. The Beneficiaries shall each have an undivided beneficial interest in the assets of the Recovery Trust ("Beneficial Interest").

6.2 Rights of Beneficiaries. Each Beneficiary shall be entitled to participate in the rights due to a Beneficiary hereunder and the Plan. Each Beneficiary shall take and hold its Beneficial Interest subject to all in the terms and provisions of this Agreement and the Plan. The Beneficial Interests shall not be certificated. No Beneficiary shall have legal title to any part of

the Recovery Trust Assets. The interest of a Beneficiary of the Recovery Trust is in all respects personal property, and upon the death, insolvency or incapacity of an individual Beneficiary, such Beneficiary's Beneficial Interest shall pass to the legal representative of such Beneficiary. A Beneficiary shall have no title to, or any right to possess, manage or control, the Recovery Trust Assets, or any portion thereof or interest therein, except as expressly provided herein. No surviving spouse, heir, or devisee of any deceased Beneficiary shall have any right of dower, homestead or inheritance, or of partition, or any other right, statutory or otherwise, in the Recovery Trust Assets, but the whole title to all the Recovery Trust Assets shall be vested in the Recovery Trustee and the sole interest of the Beneficiaries shall be the rights and benefits provided to such persons under this Agreement and the Plan.

ARTICLE VII

Distributions

7.1 Distributions under the Plan. Subject to the terms of the Plan and the Confirmation Order, distributions under the Plan shall be made as follows:

(a) The Recovery Trust and Post-Confirmation Debtor will administer Claims subject to the Recovery Trust Functions and Post-Confirmation Debtor Functions, respectively. The Post-Confirmation Debtor Representative will make Distributions to holders of Allowed Administrative Claims, Priority Tax Claims and Other Priority Claims, out of the Administrative/Priority/Tax Claims Reserve. The Recovery Trust will make Distributions in respect of all other Allowed Claims and, if applicable, Allowed Interests against the Estates, except as may otherwise be expressly provided in the Settlement Agreement. Distributions to be made by the Post-Confirmation Debtor Representative and Recovery Trust may be made by any Person(s) designated or retained to serve as the disbursing agent(s) without the need for any further order of the Bankruptcy Court.

(b) Subject to prior consultation with the Recovery Trust Committee and any applicable provisions of the Recovery Trust Agreement, the Recovery Trustee shall be authorized, in his or her discretion, to delay distributions to holders of Class 3 Trust Interests, Class 4 Trust Interests and/or Class 6 Trust Interests or otherwise determine reasonable distribution dates for such holders, including, without limitation, based upon the status and progress of the liquidation of Recovery Trust Assets, the total number of and/or asserted claim amounts of Disputed Claims, and any other relevant factors.

7.2 Estimation. In order to establish appropriate reserves under the Plan and avoid undue delay in the administration of the Chapter 11 Cases, the Recovery Trust and Post-Confirmation Debtor (subject to the Recovery Trust Functions and Post-Confirmation Debtor Functions, respectively) will have the right to seek orders of the Bankruptcy Court pursuant to Section 502(c) of the Bankruptcy Code, estimating the amounts of Claims.

7.3 Distributions on Account of Disputed Claims and Interests. Except as otherwise provided in a Final Order or as agreed by the relevant parties, Distributions on account of Disputed Claims and Interests that become Allowed after the Effective Date will be made by the Recovery Trustee or Post-Confirmation Debtor Representative (as applicable) at such

periodic intervals as the Recovery Trust and Post-Confirmation Debtor Representative (as applicable) determine to be reasonably prudent.

7.4 No Distributions Pending Allowance. Notwithstanding anything in the Plan to the contrary: (a) no Distribution will be made with respect to any Disputed Claim or Interest until such Claim or Interest becomes an Allowed Claim or Interest (as applicable), and (b) unless determined otherwise by the Recovery Trustee or Post-Confirmation Debtor Representative (as applicable), no Distribution will be made to any Person that holds both (i) an Allowed Claim or Interest and (ii) either a Disputed Claim or Interest until such Person's Disputed Claims or Interests have been resolved by settlement or Final Order.

7.5 Objection Deadline. The Recovery Trustee or Post-Confirmation Debtor Representative (as applicable, and subject to the Recovery Trust Functions and Post-Confirmation Debtor Functions, respectively) will file all objections to Disputed Claims or Interests, and will file all motions to estimate Claims under Section 502(c) of the Bankruptcy Code, on or before the Claims Objection Deadline, provided however that the Recovery Trustee or Post-Confirmation Debtor Representative may request that the Bankruptcy Court extend the Claims Objection Deadline. The Claims Objection Deadline is the first Business Day that is 180 days after the occurrence of the Effective Date (unless such date is extended by the Bankruptcy Court). Notwithstanding the foregoing, there will be no deadline for the Recovery Trust to file objections to Disputed Interests.

7.6 Disputed Claims Reserve. On and after the Effective Date, the Recovery Trust will maintain in reserve such Cash as the Recovery Trust estimates to be reasonably necessary to satisfy the Distributions that could be required to be made under the Plan and the Recovery Trust Agreement (the "Disputed Claims Reserve"). On and after the Effective Date, the Recovery Trust will maintain in reserve such Cash as the Recovery Trust estimates to be reasonably necessary to satisfy the Distributions that could be required to be made by the Recovery Trustee under the Plan and the Recovery Trust Agreement (the "Disputed Claims Reserve"). The Disputed Claims Reserve is separate from the Administrative/Priority/Tax Claims Reserve to be maintained by the Post-Confirmation Debtor Representative as set forth in Section 6.3(a) of the Plan. For the avoidance of doubt, Distributions to any Person holding a Disputed Claim or Interest that becomes an Allowed Claim or Interest (as applicable) (including, without limitation, Administrative Claims, Priority Tax Claims and Other Priority Claims) after the Effective Date will be made together with any payments or other distributions that would have been made to such Person had its Disputed Claim or Interest become an Allowed Claim or Interest on or prior to the Effective Date.

7.7 Settling Disputed Claims (or Interests). The Recovery Trustee or Post-Confirmation Debtor Representative (as applicable, and subject to the Recovery Trust Functions and Post-Confirmation Debtor Functions, respectively) will be authorized to settle, or withdraw any objections to, any Disputed Claims (or Interests) following the Effective Date without need for approval of the Bankruptcy Court.

7.8 Distributions in Cash. The Recovery Trustee or Post-Confirmation Debtor Representative (as applicable, and subject to the Recovery Trust Functions and Post-Confirmation Debtor Functions, respectively) will make any required Cash payments to the

holders of Allowed Claims or Interests: (X) in U.S. dollars by check, draft or warrant, drawn on a domestic bank, or by wire transfer from a domestic bank, and (Y) by first-class mail (or by other equivalent or superior means as determined by the Recovery Trustee).

7.9 Unclaimed Distributions. Any entity which fails to claim any Cash within one hundred twenty (120) days from the date upon which a distribution is first made to such entity will forfeit all rights to any Distribution under the Plan, and the Recovery Trustee or Post-Confirmation Debtor Representative (as applicable, and subject to the Recovery Trust Functions and Post-Confirmation Debtor Functions, respectively) will be authorized to cancel any Distribution that is not timely claimed. Pursuant to Section 347(b) of the Bankruptcy Code, upon forfeiture, such Cash (including interest thereon, if any) will revert to the Recovery Trust free of any restrictions under the Plan, the Bankruptcy Code or the Bankruptcy Rules. Upon forfeiture, the claim of any Creditor or Interest holder with respect to such funds will be discharged and forever barred against the Recovery Trust, the Post-Confirmation Debtor and the Estates, notwithstanding any federal or state escheat laws to the contrary, and such Creditor or Interest holder will have no claim whatsoever against the Recovery Trust, the Post-Confirmation Debtor, the Estates, or any holder of an Allowed Claim or Interest to whom distributions are made by the Recovery Trust.

7.10 Setoff. Nothing contained in the Plan shall constitute a waiver or release by the Recovery Trust and Post-Confirmation Debtor of any right of setoff or recoupment the Estates, the Recovery Trust, or Post-Confirmation Debtor may have against any Creditor or Interest holder. To the extent permitted by applicable law, the Recovery Trustee or Post-Confirmation Debtor Representative (as applicable) may, but is not required to, set off or recoup against any Claim or Interest and the payments or other distributions to be made under the Plan in respect of such Claim or Interest, claims of any nature whatsoever that arose before the Petition Date that the Estates or the Recovery Trust may have against the holder of such Claim or Interest.

7.11 Taxes. Pursuant to Section 346(f) of the Bankruptcy Code, the Recovery Trustee or Post-Confirmation Debtor Representative (as applicable) will be entitled to deduct and withhold any federal, state, or local taxes from any Cash payments made with respect to Allowed Claims or Interests, as appropriate. The Recovery Trustee or Post-Confirmation Debtor Representative (as applicable) will be authorized to take all actions necessary to comply with applicable withholding and recording requirements. Notwithstanding any provision of the Plan, each holder of an Allowed Claim or Interest that has received a Distribution of Cash under the Plan will have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding and other tax obligation, on account of such distribution. For tax purposes, Distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims, with any excess allocated to unpaid accrued interest.

7.12 Legal Proceedings. If any Estate Claims or Avoidance Actions are asserted and if such claims or any other legal proceedings are initiated or prosecuted against any Creditor pursuant to the Plan, Confirmation Order, or this Agreement, or asserted as an objection to any Claim, then notwithstanding anything to the contrary contained in the Plan or Confirmation Order, until such proceeding or contested matter is finally resolved and all

payments to the Debtors' Estates required by such resolution have been made, such Creditor shall only receive Distributions under the Plan or Confirmation Order to the extent that the distributions to which such Creditor is otherwise entitled exceed the maximum liability of such Creditor to the Debtors' Estates asserted in such proceedings.

7.13 De Minimis Distributions. If any interim Distribution under the Plan to the holder of an Allowed Claim or Interest would be less than \$500.00, the Recovery Trustee or Post-Confirmation Debtor Representative (as applicable) may withhold such Distribution until a final Distribution is made to such holder. If any final Distribution under the Plan to the holder of an Allowed Claim or Interest would be less than \$25.00, the Recovery Trustee or Post-Confirmation Debtor Representative (as applicable) may cancel such Distribution. Any unclaimed Distributions pursuant to Section 7.12 of the Plan will be treated as unclaimed property under Section 7.9 of the Plan. To the extent that the Recovery Trust has assets remaining that do not exceed \$25,000 in value, the Recovery Trustee, in his discretion, can donate such assets to a charitable organization of his choice.

ARTICLE VIII

Removal or Resignation of the Recovery Trustee

8.1 Removal of the Recovery Trustee. The Recovery Trustee may be removed (i) by majority vote of the Recovery Trust Committee in the event such termination is for "cause" and (ii) by unanimous vote of the Recovery Trust Committee in the event such termination is without cause. For purposes of this Agreement, the term "cause" shall mean (a) the Recovery Trustee's gross negligence, willful misconduct or willful failure to perform his duties under the Plan, the Confirmation Order and this Agreement or (b) the Recovery Trustee's misappropriation or embezzlement of any Recovery Trust Assets or the proceeds thereof. If a Recovery Trustee is removed for cause, such Recovery Trustee shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under this Agreement or otherwise. If the Recovery Trustee is removed by the Bankruptcy Court other than for "cause", or is unwilling or unable to serve (a) by virtue of his inability to perform his duties under this Agreement due to death, illness, or other physical or mental disability, (b) by virtue of appointment of a new Recovery Trustee by a majority vote of the reconstituted Advisory Committee following the satisfaction of all Allowed Claims (including the full and final satisfaction of all Allowed General Unsecured Claims and Allowed Subordinated Claims), or (c) for any other reason whatsoever other than for "cause," subject to a final accounting, the Recovery Trustee shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Recovery Trustee.

8.2 Resignation of the Recovery Trustee. The Recovery Trustee may resign as Recovery Trustee at any time by giving prior written notice thereof to the Recovery Trust Committee (the "Notice"); provided, however, that such resignation shall not be effective earlier than thirty (30) days after the date of such Notice, unless an earlier effective date is allowed by the Bankruptcy Court or by the Recovery Trust Committee. If the Recovery Trustee resigns from his position hereunder, subject to a final accounting, he shall be entitled to all accrued

unpaid fees, reimbursement, and other compensation to the extent incurred or arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Recovery Trustee.

8.3 Successor to the Recovery Trustee. In the event of the resignation, removal or death of the Recovery Trustee, the Recovery Trust Committee will, by majority vote, designate a person to serve as the successor Recovery Trustee. A notice identifying any successor Recovery Trustee will be filed with the Bankruptcy Court and served on the Post-Confirmation Service List. The successor Recovery Trustee, without any further act, will become fully vested with all of the rights, powers, duties, and obligations of his or her predecessor.

ARTICLE IX

Effect of the Agreement on Third Parties

9.1 There is no obligation on the part of any person dealing with the Debtors' Estates, the Debtors, the Post-Confirmation Debtor Representative, the Post-Confirmation Debtor Oversight Committee, the Recovery Trustee, the Trustee Professionals, or any member of the Recovery Trust Committee to see to the application of the money or other consideration paid or delivered to the Recovery Trustee, or any agent of the Recovery Trustee, or to inquire into the validity, expediency, or propriety of any such transaction, or the authority of the Recovery Trustee, or any agent of the Recovery Trustee, to enter into or consummate the same, except upon such terms as the Recovery Trustee may deem advisable.

ARTICLE X

Waiver

10.1 No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

ARTICLE XI

Termination of the Agreement and Amendment

11.1 Termination of the Agreement. This Agreement (other than Section 5.12, 5.18 and related provisions) shall terminate and the Recovery Trust shall dissolve and terminate and be of no further force or effect upon the earlier to occur of (i) the final Distribution of all monies and other Recovery Trust Assets in accordance with the terms of this Agreement, the Plan and Confirmation Order and (ii) entry of a Final Order of the Bankruptcy Court terminating and dissolving the Recovery Trust as provided under the Plan. The Recovery Trust will terminate no later than the third (3rd) anniversary of the Effective Date, provided, however, that, on or prior to the date six (6) months prior to such termination, the Bankruptcy Court, upon motion by the Recovery Trustee or a party in interest, may extend the term of the Recovery Trust for a fixed period if it is necessary to facilitate or complete the liquidation and distribution of the

Recovery Trust Assets. Notwithstanding the foregoing, additional extensions can be obtained so long as Bankruptcy Court approval is obtained at least six (6) months prior to the expiration of each previously extended term; provided, however, that the aggregate of all such extensions shall not exceed five (5) years, unless the Recovery Trustee receives a favorable ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Recovery Trust as a grantor trust for federal income tax purposes. The Recovery Trustee will not unduly prolong the duration of the Recovery Trust and will at all times endeavor to resolve, settle or otherwise dispose of all Claims and the Recovery Trust Assets, to effect Distributions to Beneficiaries in accordance with the terms hereof, the Plan and Confirmation Order and to terminate the Recovery Trust as soon as practicable in a prompt and timely fashion. In the event that the Recovery Trustee elects to terminate the Recovery Trust, subject to consultation with the Post-Confirmation Debtor Representatives, he shall provide twenty (20) day notice thereof to the Office of United States Trustee and the Recovery Trust Committee, and file such notice with the Bankruptcy Court and upon such termination, the Recovery Trustee shall cease to act as the Recovery Trustee and the Recovery Trust Committee shall be disbanded such that neither the Recovery Trustee nor the members of the Recovery Trust Committee shall have any further duties or responsibilities under the Agreement or otherwise.

11.2 Amendment of the Agreement. Except as otherwise set forth herein, any provisions of this Agreement may be amended, modified, terminated, revoked, or altered only in writing by the Recovery Trustee and a majority vote (unless the provision to be amended requires a unanimous vote, and then approval of the amendment will require unanimity) of the members of the Recovery Trust Committee (subject to consultation with the Post-Confirmation Debtor Representative) pursuant to an Order of the Bankruptcy Court. Notwithstanding this Section 11.2, any amendments to this Agreement shall not be inconsistent with the purpose and intention of the Recovery Trust to liquidate in an expeditious but orderly manner the Recovery Trust Assets in accordance with Treasury Regulations Section 301.7701-4(d) and this Agreement.

ARTICLE XII

Miscellaneous

12.1 Intention of Parties to Establish the Recovery Trust. This Agreement is not intended to create, and shall not be interpreted as creating, an association, partnership or joint venture of any kind. It is intended as a trust to be governed and construed in all respects as a trust.

12.2 Filing Documents. A copy of this Agreement and all amendments thereof shall be maintained in an office or residence of the Recovery Trustee and shall be available for inspection.

12.3 Books and Records.

(a) Other than books and records retained by the Post-Confirmation Debtor Representative which are needed to perform the Post-Confirmation Debtor Functions, on the date hereof, the Debtors shall transfer to the Recovery Trust all of the books and records of the

Debtors in the Debtors' possession (other than the Post-Confirmation Debtor Reserve transferred to the Post-Confirmation Debtor Representative under the Plan), and shall instruct any third parties or professionals possessing such books and records (including computer generated or computer maintained books, records and data, legal and accounting files maintained by any professional of the Debtors and other of the Debtors' books and records maintained by or in the possession of third parties), to turn over or permit access to (at the election of the party to whom the request is made) such books and records as may be reasonably requested by the Recovery Trustee, provided that the Recovery Trustee shall only request such books and records or access thereto to the extent reasonably necessary to the Recovery Trustee's performance of his duties hereunder, provided, further, that the out of pocket expenses of complying with any such request shall not be borne by the party upon whom the request is made, absent agreement to the contrary.

(b) The Post-Confirmation Debtor and Recovery Trust will maintain reasonably good and sufficient books and records in respect to matters related to the Post-Confirmation Debtor Functions and Recovery Trust Functions, respectively. The Post-Confirmation Debtor and Recovery Trustee may, upon notice to the Post-Effective Date Service List and without Bankruptcy Court approval, destroy any documents that each believes are no longer required to effectuate the terms and conditions of the Plan or the Settlement Agreement. Upon the entry of a final decree closing the Chapter 11 Cases, unless otherwise ordered by the Court, the Post-Confirmation Debtor and Recovery Trustee may destroy or otherwise dispose of all records maintained by them.

12.4 Tax Identification Numbers. The Recovery Trustee may require any Beneficiary to furnish to the Recovery Trustee, (i) its employer or taxpayer identification number as assigned by the Internal Revenue Service, and (ii) such other information, records or documents necessary to satisfy the Recovery Trustee's tax reporting obligations (including certificates of non-foreign status). The Recovery Trustee may condition the payment of any Distribution to any Beneficiary upon receipt of such identification number and requested documents.

12.5 U.S. Trustee Fees and Post-Confirmation Reports. After the Effective Date, the Recovery Trust shall pay any statutory fees due for the post-Effective Date period pursuant to 28 U.S.C. § 1930(a)(6) and such fees shall be paid until entry of a final decree or an order converting or dismissing the Chapter 11 Cases. After the Effective Date, the Post-Confirmation Debtor Representative and Recovery Trustee will file separate post-confirmation status reports (unless the Post-Confirmation Debtor Representative and Recovery Trustee mutually agree to file joint status reports) on a quarterly basis up to the entry of a final decree closing the Chapter 11 Cases or as otherwise ordered by the Court.

12.6 Privilege. Solely with respect to the Recovery Trust Functions, the attorney-client privilege, work product doctrine or other privileges or immunities inuring to the benefit of the Debtors or attaching to documents or communications of the Debtors shall be transferred to the Recovery Trust and shall be shared between the Recovery Trustee and the Post-Confirmation Debtor. The Recovery Trustee is authorized to assert or waive any such privilege or doctrine, as necessary or appropriate for the administration of the Recovery Trust; provided that, to the extent any such privilege or doctrine is waived in connection with information requested of any professional previously employed by the Debtors, the Recovery

Trustee agrees that such information request shall be made solely for the purpose of carrying out the Recovery Trustee's duties hereunder, that the Recovery Trustee shall act in good faith and shall use their best efforts to tailor as narrowly as possible any request so as not to be unduly invasive or burdensome to the professional upon whom the request is made.

12.7 Valuation of the Recovery Trust Assets. As soon as practicable after the Effective Date, the Recovery Trustee, in reliance upon such professionals as the Recovery Trustee may retain, may make a good faith valuation of the Recovery Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, as reasonably determined by the Recovery Trustee in reliance on his professionals, and used consistently by all parties, including, without limitation, the Post-Confirmation Debtor, the Recovery Trust, and Beneficiaries, for all purposes, including federal income tax purposes.

12.8 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

12.9 Severability. If any one or more of the provisions herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions, shall not be in any way impaired or affected. In such event, there shall be added as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. The effective date of the added provision shall be the date upon which the prior provision was held to be invalid, illegal or unenforceable.

12.10 Entire Agreement. This Agreement (including the recitals), the Plan and the Confirmation Order constitute the entire agreement of the parties and there are no representations, warranties, covenants, or obligations except as set forth herein or therein. This Agreement, the Plan, and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order shall govern provided, however, that the Recovery Trustee may amend, modify and/or correct the terms hereof to supersede the Plan and/or the Confirmation Order, with the approval of the Bankruptcy Court and subject to consultation with the Post-Confirmation Debtor Representative. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto and their respective heirs, administrators, executors, successors, and assigns any rights or remedies under or by reason of this Agreement.

12.11 Jurisdiction; Venue. Each party hereto irrevocably agrees that any suit, action or proceeding with respect to this Agreement shall be brought in the United States Bankruptcy Court for the District of Delaware, and by execution and delivery of this Agreement, each party (a) irrevocably submits to each such jurisdiction and venue, (b) waives, to the fullest

extent permitted by law, any objection that it may have to the laying of the venue of any such suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (c) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which such party is subject by a suit upon such judgment, provided that service of process is effected as otherwise permitted by law.

12.12 Notices. Unless otherwise expressly specified or permitted by the terms hereof, any notice, request, submission, instruction or other document to be given hereunder by a party shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (c) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

If to the Recovery Trustee, addressed as follows:

[]
Brian Ryniker
CBIZ MHM, LLC
1065 Avenue of the Americas
11th Floor
New York, NY 10018
Telephone: []212-790-5899
Facsimile: []
Email: []bryniker@cbiz.com

With a copy to his counsel:

[]
Telephone: []
Facsimile: []
Email: []

If to the Post-Confirmation Debtor Representative, addressed as follows:

T. Scott Avila
Deloitte CRG
350 South Grand Ave Ste. 200
Los Angeles, CA 90071-3462
Telephone: [](213) 688-3216
Facsimile: []
Email: []savila@deloitte.com

With a copy to his counsel:

Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
Wilmington, DE 19801
Attn: Laura Davis Jones / Alan Kornfeld
Telephone: (302) 652-4100
Facsimile: 302-652-4400
Email: ljones@pszjlaw.com
akornfeld@pszjlaw.com

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

12.13 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

12.14 Further Assurances. Each Party hereto (and his respective successors and assigns) shall, upon the Recovery Trustee's reasonable request, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments, and do or cause to be done, such further acts, as may be necessary to carry out the purposes of this Agreement and to vest in the Recovery Trustee the powers and duties contemplated hereunder.

12.15 Exculpatory Provisions and Survival Thereof. Whether or not expressly therein so provided, any and all exculpatory provisions, immunities and indemnities, and any limitations and negations of liability contained in this Agreement, in each case inuring to the benefit of the Recovery Trustee, shall survive (i) the termination or revocation of this Agreement, and (ii) as to any person who has served as Recovery Trustee, the resignation or removal of such person as Recovery Trustee.

12.16 Conflicts. In the event of any inconsistency between the Plan or Confirmation Order, on the one hand, and this Agreement, on the other, the terms and provisions of the Plan or Confirmation Order shall govern.

12.17 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

12.18 Successors and Assigns. All covenants and agreements contained herein shall, as applicable, be binding upon, and inure to the benefit of the Creditors' Committee, the Equity Committee, the Recovery Trustee and its successors, the Estates and the Debtors and its successors, including the Post-Confirmation Debtor, all as herein provided.

12.19 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

RECOVERY TRUSTEE:

By: _____
[]

DEBTORS AND DEBTORS IN POSSESSION:

By: _____
Name: T. Scott Avila
Title: Chief Restructuring Officer

CREDITORS' COMMITTEE:

By: _____
Name: []
Title: []

POST-CONFIRMATION DEBTOR REPRESENTATIVE:

By: _____
Name: T. Scott Avila

Exhibit B

Third Amended and Restated By-Laws for Post Confirmation Debtor and Amended and Restated Certificate of Incorporation

SS BODY ARMOR I, INC.

A Delaware Corporation

THIRD AMENDED AND RESTATED BY-LAWS

As of November __, 2015

ARTICLE 1

STOCKHOLDERS

Section 1.1 GENERAL. An annual meeting of stockholders for the purpose of electing directors and of transacting such other business as may come before it shall be held each year at such date, time, and place, either within or without the State of Delaware, as may be specified by the Board of Directors.

Section 1.2 SPECIAL MEETINGS OF STOCKHOLDERS. Except as required by law or the Plan, special meetings of stockholders may be called only by the Board of Directors pursuant to a resolution approved by a majority of the then authorized number of directors or by the Chairman or Co-Chairman of the Board of Directors. Stockholders of the Corporation are not permitted to call a special meeting or to require that the Board of Directors or the Chairman or Co-Chairman of the Board of Directors call a special meeting of stockholders. The business permitted at any special meeting of stockholders shall be limited to the business brought before the meeting by or at the direction of the Board of Directors or the Chairman or Co-Chairman of the Board of Directors.

Section 1.3 NOTICE OF MEETING.

Notice of stockholders meetings, stating the place, if any, date and hour thereof, the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by the Chairman of the Board, if any, the President, any Vice President, the Secretary, or any Assistant Secretary, to each stockholder entitled to vote thereat at least ten days but not more than sixty days before the date of the meeting, unless a different period is prescribed by law.

Section 1.4 QUORUM.

Except as otherwise provided by law or in the Certificate of Incorporation or these By-Laws, at any meeting of stockholders, the holders of a majority of the voting power of the

outstanding shares of all classes of stock entitled to vote at the meeting shall be present or represented by proxy in order to constitute a quorum for the transaction of any business. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter. In the absence of a quorum, a majority in interest of the stockholders present or the chairman of the meeting may adjourn the meeting from time to time in the manner provided in Section 1.5 of these By-Laws until a quorum shall attend.

Section 1.5 ADJOURNMENT.

Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.6 ORGANIZATION.

The Chairman of the Board, if any, or in the Chairman's absence, the President, or in their absence any Vice President, shall call to order meetings of stockholders and shall act as chairman of such meetings. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. The chairman shall have the power to adjourn the meeting to another place, if any, date and time. The Board of Directors or, if the Board fails to act, the stockholders may appoint any stockholder, director, or officer of the Corporation to act as chairman of any meeting in the absence of the Chairman of the Board, the President, and all Vice Presidents.

The Secretary of the Corporation shall act as secretary of all meetings of stockholders, but, in the absence of the Secretary, the chairman of the meeting may appoint any other person to act as secretary of the meeting.

Section 1.7 VOTING.

Subject to the General Corporation Law of the State of Delaware and the Plan, each share of capital stock of the Corporation shall entitle the holder thereof to one vote, in person or by proxy (either written or as otherwise permitted by the General Corporation Law of the State of Delaware). Except as otherwise provided by law in the Certificate of Incorporation, these By-Laws or the Plan, at any meeting duly called and held at which a quorum is present, a majority of the votes cast at such meeting upon given question by the holders of outstanding shares of stock of all classes of stock of the Corporation entitled to vote thereon who are present in person or by proxy shall decide such questions. No shares of the capital stock of the Corporation shall be voted in any manner that is inconsistent with the Plan.

ARTICLE 2

BOARD OF DIRECTORS

Section 2.1 (a) GENERAL: TERM OF OFFICE. The business, property and affairs of the Corporation shall be managed by or under the direction of the Board of Directors subject to the terms of the Plan. Subject to the Plan, the director(s) shall be subject to re-election by the holders of shares entitled to vote thereon at the annual meeting of stockholders, and each shall serve (subject to the provisions of Article 4) until the next succeeding annual meeting of stockholders and until a respective successor has been elected and qualified.

(b) NUMBER AND ELIGIBILITY. The Board of Directors shall consist of one (1) member, who shall at all times be the Post-Confirmation Debtor Representative (as such term is defined in the Plan). Upon any removal of the Post-Confirmation Debtor Representative in accordance with the Plan, the Post-Confirmation Debtor Representative shall cease to be eligible to serve as a director of the Corporation and shall thereupon be deemed to have been removed, without need for further action by the Board of Directors or the stockholders of the Corporation. Upon the resignation, removal or death of the Post-Confirmation Debtor Representative, the person designated in accordance with the Plan to serve as the successor to the Post-Confirmation Debtor Representative shall serve as the director of the Corporation.

Section 2.2 CHAIRMAN OF THE BOARD.

The Post-Confirmation Debtor Representative, as sole director, shall be the Chairman of the Board of Directors. The Chairman of the Board shall perform such duties as may from time to time be assigned by the Board.

Section 2.3 MEETINGS.

The annual meeting of the Board of Directors, for the election of the officers and the transaction of such other business as may come before the meeting, may be held without notice at the same place as, and immediately following, the annual meeting of the stockholders.

Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Special meetings of the Board of Directors shall be held at such time and place as shall be designed in the notice of the meeting whenever called by the Chairman of the Board, if any, the President, or by a majority of the directors of the office.

Section 2.4 NOTICE OF SPECIAL MEETINGS.

Notice of any special meeting of the Board of Directors shall be given to each director by the Secretary or, in the Secretary's absence, any other officer of the Corporation (a) by giving notice to such director in person or by telephone at least 24 hours in advance of the meeting, (b) by sending a telegram, telecopy, facsimile, telex or electronic mail, or delivering written notice

by hand, to a director's last known business, home or electronic mail address at least 24 hours in advance of the meeting, or (c) by mailing written notice to a director's last known business or home address at least 72 hours in advance of a meeting. A notice or waiver of notice need not specify the purpose of the meeting. Unless otherwise stated in the notice thereof, any and all business may be transacted at any meeting without specification of such business in the notice.

Section 2.5 QUORUM AND ORGANIZATION OF MEETINGS.

A majority of the total number of members of the Board of Directors as constituted from time to time shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors (whether or not adjourned from a previous meeting) there shall be less than a quorum present, a majority of those present may adjourn the meeting to another time and place, and the meeting may be held as adjourned without further notice or waiver. Except as otherwise provided by law or in the Certificate of Incorporation or these By-Laws, a majority of the directors present at any meeting at which a quorum is present may decide any question brought before such meeting. Meetings shall be presided over by the Chairman of the Board, if any, or in the Chairman's absence, by the President, if the President is also a director, or in the absence of both by such other directors as the directors may determine. The Secretary of the Corporation shall act as secretary of the meeting, but in the Secretary's absence, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.6 ACTION WITHOUT MEETING.

Nothing contained in these By-Laws shall be deemed to restrict the power of members of the Board of Directors to take any action required or permitted to be taken by them without a meeting.

Section 2.7 TELEPHONE MEETINGS.

Nothing contained in these By-Laws shall be deemed to restrict the power of members of the Board of Directors to participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

ARTICLE 3

OFFICERS

Section 3.1 GENERAL.

The Corporation shall have an officer position having the title "Post-Confirmation Debtor Representative." The Corporation also shall have a Chairman of the Board, President, Secretary, Treasurer and may have such other officers as may from time to time be established and appointed by the Board of Directors. Initially, the Post-Confirmation Debtor Representative shall also serve as Chairman of the Board, President, Secretary, and Treasurer. Subject to the Plan, the officers of the Corporation shall be elected by the Board of Directors.

Section 3.2 AUTHORITIES AND DUTIES.

The Post-Confirmation Debtor Representative, as an officer of the Corporation, shall have all of the powers, authority, duties and responsibilities assigned to such position under the Plan and is hereby delegated, to the fullest extent permissible by the General Corporation Law of the State of Delaware, all power and authority of the Board of Directors to manage the affairs and properties of the Corporation, subject to (a) the terms of the Plan and (b) the consultation, reporting and other requirements of the Post-Confirmation Debtor Representative with respect to the Post-Confirmation Debtor Oversight Committee, and subject to prior consultation with the Recovery Trustee. All officers, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the business and affairs of the Corporation as may be prescribed by the Board of Directors or set forth in these By-Laws, subject to the terms of the Plan, including, without limitation, the terms in relation to the duties and powers of the Post-Confirmation Debtor Representative and the reporting and other requirements of the Post-Confirmation Debtor Representative with respect to the Post-Confirmation Debtor Oversight Committee. The Post-Confirmation Debtor Representative shall consult with the Post-Confirmation Debtor Oversight Committee prior to the retention of legal or financial advisors to the Post-Confirmation Debtor, and nothing continued herein or within the Plan shall restrict or otherwise limit whom the Post-Confirmation Debtor may retain for such representations.

Section 3.3 TENURE AND REMOVAL.

The officers of the Corporation shall be elected or appointed to hold office until their respective successors are elected or appointed. All officers shall hold office at the pleasure of the Board of Directors, and any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors for cause or without cause at any regular meeting.

Section 3.4 COMPENSATION.

Subject to the Plan and consultation with the Post-Confirmation Debtor Oversight Committee, the salaries of officers elected by the Board of Directors shall be fixed from time to time by the Board of Directors or officers as may be designated by resolution of the Board of Directors.

ARTICLE 4

RESIGNATION, REMOVAL AND VACANCIES.

Section 4.1 RESIGNATIONS.

Any director or officer of the Corporation, including the Post-Confirmation Debtor Representative, may resign at any time by giving notice to the Board of Directors, the President, or the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or if the time be not specified therein, then upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective.

The Post-Confirmation Debtor Representative may resign at any time by giving prior written notice thereof to the Post-Confirmation Debtor Oversight Committee (the "Notice"); provided, however, that such resignation shall not be effective earlier than thirty (30) days after the date of such Notice, unless an earlier effective date is allowed by the Bankruptcy Court or by the Post-Confirmation Debtor Oversight Committee.

Section 4.2 REMOVALS.

Subject to the terms of the Plan, any director on the entire Board of Directors, including the Post-Confirmation Debtor Representative, may be removed, with or without cause, by the holders of a majority of the shares entitled at the time to vote at an election of directors; *provided, however*, that so long as there shall be a Post-Confirmation Debtor Oversight Committee, no shares of the capital stock of the Corporation may be voted to remove any director, including the Post-Confirmation Debtor Representative, except with the prior written consent of the Post-Confirmation Debtor Oversight Committee as and to the extent provided by the Plan and *provided, further*, upon the request of the Post-Confirmation Debtor Oversight Committee to remove any Post-Confirmation Debtor Representative and to replace such Post-Effective Debtor Representative with his or her successor in accordance with the Plan, all shares entitled at the time to vote at an election of directors shall promptly be voted to effect such removal and such appointment of a successor.

The Post-Confirmation Debtor Representative may be removed (i) by majority vote of the Post-Confirmation Debtor Oversight Committee in the event such termination is for "cause" and (ii) by unanimous vote of the Post-Confirmation Debtor Oversight Committee in the event such termination is without cause. For purposes of this Agreement, the term "cause" shall mean (a) the Post-Confirmation Debtor Representative's gross negligence, willful misconduct or willful failure to perform his duties and Post-Confirmation Debtor Functions under the Plan and the Confirmation Order or (b) the Post-Confirmation Debtor Representative's misappropriation or embezzlement. If a Post-Confirmation Debtor Representative is removed for the cause specified in the preceding clause (b), such Post-Confirmation Debtor Representative shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation. If the Post-Confirmation Debtor Representative is removed by the Bankruptcy Court other than for "cause" pursuant to (b) above, or is unwilling or unable to serve (a) by virtue of his inability to perform his duties due to death, illness, or other physical or mental disability, or (b) for any other reason whatsoever other than for "cause," subject to a final accounting, the Post-Confirmation Debtor Representative shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events occurring before such removal or other applicable termination of service, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Post-Confirmation Debtor Representative. In the event of any dispute relating to the Post-Confirmation Debtor Representative's removal for cause between the Post-Confirmation Debtor and Post-Confirmation Debtor Oversight Committee that cannot be consensually resolved, such dispute shall be presented to and adjudicated by the Bankruptcy Court at the election of the subject Post-Confirmation Debtor Representative.

Section 4.3 VACANCIES.

Any vacancy on the Board of Directors, howsoever resulting, including through an increase in the number of directors, shall only be filled by the affirmative vote of the holders of a majority of the shares entitled to vote at the time to vote at an election of directors with the Post-Confirmation Debtor Representative or his successor under the Plan, with the consent of the Post-Confirmation Debtor Oversight Committee as and to the extent provided by the Plan of such election. Any director elected to fill a vacancy shall hold office for the same remaining term as that of his or her predecessor, or if such director was elected as a result of an increase in the number of directors, then for the term specified in the resolution providing for such increase.

ARTICLE 5

POST-CONFIRMATION DEBTOR OVERSIGHT COMMITTEE

Section 5.1 ESTABLISHMENT AND POWERS OF OVERSIGHT COMMITTEE.

The Post-Confirmation Debtor Oversight Committee shall be established as of the Effective Date of the Plan, and shall have the duties, rights and powers set forth in the Plan, including, without limitation, sections 1.1 (definition of "Post-Confirmation Debtor Functions") and 6.3 of the Plan. For avoidance of doubt, the Post-Confirmation Debtor Oversight Committee shall be established and shall operate pursuant to the Plan, and none of the members of the Post-Confirmation Debtor Oversight Committee by virtue of such service shall be deemed to be directors or officers of the Corporation, and the Post-Confirmation Debtor Oversight Committee shall not be deemed to be a committee of the Board of Directors. The Excluding the Recovery Trustee who shall be compensated in his capacity as Recovery Trustee, the members of the Post-Confirmation Debtor Oversight Committee shall receive compensation in the amount of \$1,500.00 per month from the Corporation for their services and shall be entitled to reimbursement by the Corporation of any reasonable, documented, out-of-pocket expenses (excluding any attorneys' and advisors' fees) incurred by the members in carrying out their responsibilities hereunder and under the Plan. Such expenses shall be paid by the Post-Confirmation Debtor Representative using funds from the Post-Confirmation Debtor Reserve.

The Post-Confirmation Debtor Representative shall consult as regularly as reasonably practicable with the Post-Confirmation Debtor Oversight Committee when carrying out the Post-Confirmation Debtor Functions. The Post-Confirmation Debtor Oversight Committee shall be entitled to call meetings as reasonably necessary and consistent with the terms of the Plan, on reasonable notice, with the Post-Confirmation Debtor Representative and to monitor the status and progress made by the Post-Confirmation Debtor Representative. The Post-Confirmation Debtor Oversight Committee may meet and/or consult periodically with the Post-Confirmation Debtor Representative and keep itself apprised of the affairs of the Post-Confirmation Debtor.

The Post-Confirmation Debtor Oversight Committee will advise the Post-Confirmation Debtor Representative regarding the administration of the Post-Confirmation Debtor in consultation with the Post-Confirmation Debtor representative. Unless otherwise specified under the Plan, approval of the majority of the members of the Post-Confirmation Debtor Oversight Committee shall be required for the Post-Confirmation Debtor Oversight Committee to act or

provide instructions, directions, consents or approvals to the Post Confirmation Debtor Representative, if any.

Section 5.2 RESIGNATIONS, REMOVALS, AND VACANCIES.

A Committee Member may resign at any time. The resignation shall be effective on the later of (i) the date specified in the notice delivered to the other Committee Members, Post-Confirmation Debtor Representative and U.S Trustee or (ii) the date that is thirty days (30) after the date such notice is delivered.

A Committee Member may only be removed by entry of a Bankruptcy Court order finding that cause exists to remove such member.

The Post-Confirmation Debtor Oversight Committee must, at all times, have no fewer than three (3) members. In the event that a Committee Member designated by the Creditors Committee (as defined in the Plan) resigns or a vacancy is created by such Committee Member's death, incapacity, or removal, the vacancy shall be filled by a person set forth on a list of potential replacement representatives provided to the Post-Confirmation Debtor Oversight Committee by the Creditors Committee as of the Effective Date of the Plan. In the event that a Committee Member designated by the Equity Committee (as defined in the Plan) resigns or a vacancy is created by such Committee Member's death, incapacity, or removal, the vacancy shall be filled by a person set forth on a list (the "Equity Committee Designees List") of potential replacement representatives provided to the Post-Confirmation Debtor Oversight Committee by the Equity Committee as of the Effective Date of the Plan. Upon the occurrence of the Class 3 Satisfaction and Class 4 Satisfaction, the Committee Member designated by the Creditors' Committee shall resign and be replaced by a person set forth on the Equity Committee Designees List. None of the foregoing designations of replacement Committee Members shall require approval of the Board of Directors, the Bankruptcy Court or any other party.

Section 5.3 POST-CONFIRMATION DEBTOR AND RECOVERY TRUSTEE COOPERATION.

The Post-Confirmation Debtor Representative and the Recovery Trustee will cooperate and coordinate their efforts to implement the Plan, including, among other things, addressing any circumstances where Post-Confirmation Debtor Functions and Recovery Trust Functions may overlap or omit actions or functions necessary to implement the Plan or Settlement Agreement.

ARTICLE 6

CAPITAL STOCK

Section 6.1 STOCK CERTIFICATES.

The certificate for shares of the capital stock of the Corporation shall be in such form as shall be prescribed by law and approved, from time to time, by the Board of Directors.

Section 6.2 TRANSFER OF SHARES.

Shares of the capital stock of the Corporation shall be held by the Recovery Trustee in accordance with the Plan, and shall not be transferable to any person other than a successor to the Recovery Trustee in accordance with the Plan. All shares of the capital stock of the Corporation shall, following the resignation, removal or death of the Recovery Trustee, thereupon be deemed to have been transferred in their entirety to the person designated in accordance with the Plan to serve as successor to the Recovery Trustee.

Section 6.3 FIXING RECORD DATE.

(a) Subject to Section 6.3(b), in order that the Corporation may determine the stockholders entitled to notice of or to vote any meeting of stockholders or any adjournment thereof (or to express consent to corporate action without a meeting), or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which, unless otherwise provided by law, shall not be more ~~that than~~ sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting (including by telegram, cablegram or other electronic transmission as permitted by law), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within 10 days after the date on which such a request is received, adopt a resolution fixing the record date (unless a record date has previously been fixed by the Board of Directors pursuant to the first sentence of this Section 6.3(b)). If no record date has been fixed by the Board of Directors within 10 days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or any officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

Section 6.4 LOST CERTIFICATES.

Unless the stock is uncertificated, the Board of Directors or any transfer agent of the Corporation may direct a new certificate or certificates representing stock of the Corporation to be issued in place of any certificate or certificates therefore issued by the Corporation, alleged to have been lost, stolen or destroyed, upon making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors (or any transfer agent of the Corporation authorized to do so by a resolution of the Board of Directors) may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or the owner's legal representative, to give the Corporation a bond in such sum as the Board of Director (or any transfer agent authorized) shall direct to indemnify the Corporation against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed or the issuance of such new certificates, and such requirement may be general or confined to specific instances.

Section 6.5 REGULATION.

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, resignation, cancellation, and replacement of certificates representing stock of the Corporation.

ARTICLE 7

INDEMNIFICATION

Section 7.1 MANDATORY INDEMNIFICATION.

The Corporation shall indemnify, to the fullest extent permitted by Delaware law, the Post-Confirmation Debtor Representative, any agents, professionals, accountants, attorneys, and/or employees of the Post-Confirmation Debtor Representative and/or Post-Confirmation Debtor, any members of the Post-Confirmation Debtor Oversight Committee, and any person who was or is a defendant or is threatened to be made a defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, any action, suit or proceeding in relation to any act or omission by the indemnitee prior to the date hereof, by reason of the fact that such person (an "*indemnitee*"):

(a) Excluding any Excluded Party, is or was a director or officer of the Corporation; or

(b) Excluding any Excluded Party, is or was serving at the request of the Corporation as a director, trustee or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

Notwithstanding any of the foregoing, to the fullest extent such exclusion is permitted by the General Corporation Law of the State of Delaware, the Corporation shall not indemnify any

person who served (a) as a director or officer of the Corporation or (b) at the request of the Corporation, as director, officer, employee, agent, partner or trustee (or in any similar position) of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in each case where any and all such service terminated prior to the Petition Date and did not thereafter re-commence (each an "Excluded Party" and collectively, the "Excluded Parties").

Section 7.2 PERMITTED INDEMNIFICATION.

The Corporation may indemnify, to the fullest extent permitted by Delaware law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an employee or agent of the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

Section 7.3 EXPENSES PAYABLE IN ADVANCE.

Expenses (including attorneys' fees) incurred by any person (other than an Excluded Party) who is or was a director or officer of the Corporation, or any person who is or was serving at the request of the Corporation as a director, trustee, or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, in defending or investigating a threatened or pending action, suit or proceeding, whether civil, criminal, administrative or investigative, shall be paid by the Corporation to the fullest extent permitted by Delaware law in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it ultimately shall be determined by final judicial decision from which there is no further right of appeal that such person is not entitled to be indemnified by the Corporation as authorized in this Article VII. Such expenses incurred by any person who is was an employee or agent of the Corporation, or any person who is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, limited liability company, joint venture, trust or enterprise may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 7.4 JUDICIAL DETERMINATION OF MANDATORY INDEMNIFICATION OR MANDATORY ADVANCEMENT OF EXPENSES.

If a claim under Section 7.1, 7.2 or 7.3 of this Article VII is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, subject to the terms of the Plan. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for

indemnification set forth in the General Corporation Law of the State of Delaware (subject to the terms of the Plan). Neither the failure of the Corporation (including its director or directors who are not parties to such action, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware (subject to the terms of the Plan), nor an actual determination by the Corporation (including its director or directors who are not parties to such action, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. Subject to the terms of the Plan, the burden of proving that such person is not entitled to such mandatory indemnification or mandatory advancement of expenses, or that the Corporation is entitled to recover the mandatory advancement of expenses pursuant to the terms of an undertaking shall be on the Corporation. If successful in whole or in part in obtaining an order for mandatory indemnification or mandatory advancement of expenses, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, such person shall also be entitled to be paid all costs (including attorneys' fees and expenses) in connection therewith.

Section 7.5 NON-EXCLUSIVITY.

The indemnification and advancement of expenses mandated or permitted by, or granted pursuant to, this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, contract, vote of stockholders or disinterested directors, or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise both as to action by the person in an official capacity and as to action in another capacity while holding such office. The provisions of this Article VII shall not be deemed to preclude the indemnification of any person who is not specified in this Article VII, but whom the Corporation has the power or obligation to indemnify under Delaware law or the Plan otherwise.

Section 7.6 INSURANCE.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, any member of the Post-Confirmation Debtor Oversight Committee, or is or was serving at the request of the Corporation as a director, officer, trustee, member, member representative, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VII.

Section 7.7 DEFINITIONS.

For the purposes of this Article VII references to "the Corporation" shall include, in addition to the resulting company, any constituent company (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, trustees, members,

member representatives, employees or agents, so that any person who is or was a director, officer, trustee, member, member representative, employee or agent of such constituent company, or is or was serving at the request of such constituent company as a director, officer, trustee, member, member representative, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VII with respect to the resulting or surviving company as such person would have with respect to such constituent company if its separate existence had continued. The term "other enterprise" as used in this Article VII shall include employee benefit plans. The phrase "serving at the request of the Corporation" shall include any service as a director, officer, trustee, member, member representative, employee or agent that imposes duties on, or involves services by, such director, officer, trustee, member, member representative, employee or agent with respect to any employee benefit plan, its participants or beneficiaries.

Section 7.8 SURVIVAL.

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VII shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation, and to a person who has ceased to serve at the request of the Corporation as a director, officer, trustee, member, member representative, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, and, in each case, shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7.9 REPEAL, AMENDMENT OR MODIFICATION.

Any repeal, amendment or modification of this Article VII shall not affect any rights or obligations then existing between the Corporation and any person referred to in this Article VII with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore brought based in whole or in part upon such state of facts.

ARTICLE 8

MISCELLANEOUS

Section 8.1 CORPORATE SEAL.

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal" and "Delaware" and shall be in such form as may be approved from time to time by the Board of Directors.

Section 8.2 FISCAL YEAR.

The fiscal year of the Corporation shall begin on the 1st day of January in each year and terminate on the 31st day of December in each succeeding year.

Section 8.3 NOTICES AND WAIVERS THEREOF.

Whenever any notice whatever is required by law, the Certificate of Incorporation, or these By-Laws to be given to any stockholder, director, or officer, such notice, except as otherwise provided by law or as set forth herein, may be given personally, or by mail, or, in the case of directors or officers, by telegram, cable, radiogram or other electronic transmission addressed to such address as appears on the books of the Corporation. Any notice given by telegram, cable, or radiogram or other electronic transmission shall be deemed to have been given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in the United States mail with postage thereon prepaid. Notwithstanding the foregoing, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the General Corporation Law of the State of Delaware.

Whenever any notice is required to be given by law, the Certificate of Incorporation, or these By-Laws, a waiver thereof, given by the person entitled to such notice, whether before or after the meeting or the time stated therein, shall be deemed equivalent in all respects to such notice to the full extent permitted by law.

Section 8.4 STOCK OF OTHER CORPORATIONS OR OTHER INTERESTS.

Unless otherwise ordered by the Board of Directors, the President, the Secretary, and such attorneys or agents of the Corporation as may be from time to time authorized by the Board of Directors or the President, shall have full power and authority on behalf of this Corporation to attend and to act and vote in person or by proxy at any meeting of the holders of securities of any corporation or other entity in which this Corporation may own or hold shares or other securities, and at such meetings shall possess and may exercise all the rights and powers incident to the ownership of such shares or other securities which this Corporation, as the owner or holder thereof, might have possessed and exercised if present. The Chairman, President, Secretary, or such attorneys or agents, may also execute and deliver on behalf of this Corporation powers of attorney, proxies, consents, waivers, and other instruments relating to the shares or securities owned or held by this Corporation.

ARTICLE 9

AMENDMENTS

The By-Laws of the Corporation may be adopted, amended or repealed by the affirmative vote of a majority of the outstanding share entitled to vote in the election of directors, and except as otherwise provided by law, the Board of Directors shall have the power equal in all respects to that of the stockholders to adopt, amend, or repeal the By-Laws by vote of not less than a majority of the entire Board of Directors; *provided, however*, so long as there is any Post-Confirmation Debtor Oversight Committee, the By-Laws may not be amended or repealed, and new By-Laws may not be adopted, (i) without the approval of the Post-Confirmation Debtor Oversight Committee and (ii) in any manner that is inconsistent with the terms of the Plan.

ARTICLE 10

PLAN OF LIQUIDATION

These By-Laws have been adopted pursuant to the *Second Amended Joint Chapter 11 Plan of Liquidation Proposed by Debtors and Official Committee of Unsecured Creditors* (subject to the Confirmation Order, the “Plan”), as confirmed by order of the United States District Court for the District of Delaware on ___, 2015 in In re SS Body Armor I, Inc., et al., Case No. 10-11255 (CSS) Jointly Administered (the “Confirmation Order”) and are subject to the Plan in all respects. These By-Laws shall become effective upon the Effective Date of the Plan and, in the case of any conflict or inconsistency between any provision of these By-Laws and any provision of the Plan, the provisions of the Plan shall govern and control.

Exhibit C-1

Identification of Recovery Trustee

The Recovery Trustee under the Plan will be selected from one of the following three candidates: ~~David K. Gottlieb, Managing Member, D. Gottlieb & Associates LLP~~

~~Peter S. Kravitz, Esquire, Managing Principal of Solution Trust~~

Brian Ryniker, Managing Director of CBIZ, Inc. Mr.

Ryniker will be compensated on an hourly basis at his customary hourly rates as may be modified from time to time in the ordinary course. CBIZ, Inc. currently serves as the financial advisor to the Official Committee of Unsecured Creditors in the Debtors chapter 11 cases.

~~The final selection for the Recovery Trustee will be indicated in an addition to the Plan Supplement to be filed on October 9, 2015.~~

Exhibit C-2

Identification of Members of the Recovery Trust Committee

The members of the Recovery Trust Committee are as follows:

Rick Rosenbloom
General Larry Ellis
~~**Jack Thurman**~~

Sanjay Nayar

Exhibit C-3

Identification of Members of the Post-Confirmation Debtor Oversight Committee

The members of the Post Confirmation Debtor Oversight Committee are as follows:

Rick Rosenbloom

Jack Thurman (Equity Committee Representative)

Brian Ryniker, the Recovery Trustee

Exhibit C-4

Identification of Post-Confirmation Debtor Representative

The Post-Confirmation Debtor Representative shall be T. Scott Avila. Mr. Avila shall be compensated on an hourly basis consistent with pre Effective Date rates as may be modified in the ordinary course from time to time. Mr. Avila is a Principal of Deloitte Financial Advisory Services, LLP (“Deloitte FAS”). Mr. Avila currently serves as the Debtors’ Chief Restructuring Officer and Deloitte FAS currently provides restructuring services to the Debtors.